{{Date}}

{{Registrar Name}}

{{Registrar Address (postal and/or email)}}

Dear {{Registrar’s first name}},

Letter of Offer

We are pleased to offer you employment as a Sports and Exercise Medicine (“SEM”) registrar Term at {{practice name}} commencing {{date}}

The attached Employment Contract sets out the terms and conditions of your employment.

Your employment is regulated by all of the following:

1. the attached Contract;
2. the Fair Work Act and in particular the National Employment Standards (“NES”), where applicable < <https://www.fairwork.gov.au/sites/default/files/migration/724/Fair-Work-Information-Statement.pdf>>; and
3. any other relevant legislation.

In the event of a change to the applicable instrument(s), then this Contract shall be changed accordingly.

Please do not hesitate to contact either myself or {{insert alternate contact and provide details}} should you have any queries in respect to any of the terms in this contract.

We look forward to a mutually beneficial training term.

Yours sincerely,

{{Signature}}

{{Name and title of authorised representative}}

SEM REGISTRAR Employment Contract

{{Employer / Practice Name}}

and

{{Registrar Name}}

This Contract

is made on {{date of offer}}

Between

See **Item 1** of the Schedule (**Employer**)

and

See **Item 2** of the Schedule (**You**)

**BACKGROUND**

1. The Employer has agreed to employ you under the apprenticeship model of SEM training, and you have agreed to work for and be trained within the clinical learning environment provided by the Employer in the position described at **Item 3** of the Schedule.

B. The Employer and you have agreed to enter this Contract to record the terms and conditions of your employment.

C. The Employer acknowledges its obligation to apply the applicable employment protections to you and to abide by the provisions contained in any relevant legislation.

The Employer and You Agree that:

# DEFINITIONS

**ACSEP** means the Australian College of Sports & Exercise Physicians

**Associated Entities** has the same meaning as in the *Corporations Act 2001 (Cth)*.

**College** means ACSEP

**Confidential Information** means all the information including trade secrets, Intellectual Property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, remuneration details, data concerning the Employer or any of its associated entities or any client of the Employer’s, finances, operating margins, patient lists, and transactions of the Employer, but does not include information in the public domain otherwise than through a breach of an obligation of confidentiality.

**Contract** means this employment Contract.

**Intellectual Property** means all form of intellectual property rights throughout the world including but not limited to present and future copyright, registered and unregistered trademarks, patent, design, rights, trade mark, any other intellectual or industrial property rights, discovery, invention, secret process or improvement in procedure of any kind whether arising from statute, under common law or in equity and confidential information including know-how and trade-secrets.

**Moral Rights** has the meaning given to it in the *Copyright Act 1968 (Cth)* and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.

**NES** means the National Employment Standards under the *Fair Work Act 2009 (Cth)*, which set out the employment entitlements for all Australian employees.

**The Act** means the *Fair Work Act 2009 (Cth)*.

# COMMENCEMENT AND WARRANTIES

* 1. Your date of commencement of employment with the Employer is identified at **Item 4** of the Schedule
  2. Your employment is for a fixed term of {{insert number}} months

## You are engaged by the Employer subject to the provisions of the agreement relating to your training made between the Employer and ACSEP

## The Employer will:

## provide a workplace free from discrimination, sexual harassment and bullying

## maintain records for the time periods required under State and Territory law and, upon request, make those records available to you post-termination

## make best endeavours to provide exposure to the full breadth of Sports and Exercise Medicine as per your College Standards by arranging equitable distribution of work in the practice

## make information on billings or receipts available to you at a frequency no less than that available to other employed doctors in the practice, and provide detailed itemised billing information upon request

## ensure all outstanding monies to which you are entitled are forwarded with corresponding documentation post-termination

* 1. You agree that:

### you hold the qualifications and have the skills as represented by you to the Employer.

### you have disclosed to the Employer any restraint or restriction which may affect your performance of work.

### you are legally entitled to work in Australia, and agree to produce the appropriate documentation where requested by the Employer.

### you will hold a valid medical registration certificate with the Medical Board of Australia at all times during your employment, and, should registration be withdrawn or conditions imposed upon it, you will notify the Employer immediately.

### prior to the commencement of employment, you will obtain and produce evidence of a valid Medicare provider number.

### after completing your employment, you will ensure the currency of your contract details on file with the Employer for 6 months post-termination.

### {{delete if not applicable}} if required, during the term of employment you will obtain appropriate credentialing for work in external facilities.

### you will immediately notify the Employer of any complaint made by patients/clients in respect of your performance.

### you will abide by all practice policies and procedures.

### you will hold professional indemnity insurance in respect of the work contemplated by this agreement for the entire term of your employment and

#### in the event that professional indemnity insurance is withdrawn or altered, you will notify the Employer immediately

#### you will provide proof of adequate indemnity insurance to the Employer prior to commencing employment.

#### you will provide details of your medical indemnity provider prior to commencing your employment.

### in the event of any concern regarding your personal safety in working alone or after hours, this will be discussed with your Employer.

### you shall be responsible for the accuracy of all billings assigned to your provider number.

### you will assign payment received under your provider number for all gross billings/receipts at the practice to the practice where you are employed. In the case of payments being inadvertently made directly to you, you will pass these payments on to the practice.

# POSITION AND TITLE

## You are employed on a {{insert as necessary: part or full}}-time basis in the position described at **Item 3** of the Schedule

## You may be required to perform other tasks from time to time, as reasonably requested by the Employer.

# PRINCIPAL DUTIES

## You may be provided with an outline of your duties before or on commencement of your employment. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position.

## You also have general duties to:

### comply with reasonable directions given to you by the Employer.

### at all times act faithfully, honestly and diligently.

### ensure you are performing solely work-related activities in work time.

### exhibit a professional and courteous attitude when dealing with the Employer, patients, clients, employees, stakeholders and other health professionals, suppliers, and other members of the public and

### in line with your training requirements, act in the Employer’s best interests always.

# EMPLOYER POLICIES AND PROCEDURES

You agree that:

### you will comply with all the Employer’s policies and procedures, as amended from time to time at the sole discretion of the Employer.

### the specific detail of the Employer’s policies does not form a term of your Contract, and

### failure to comply with the Employer’s policies may result in disciplinary action, up to and including dismissal.

# PLACE OF EMPLOYMENT

* 1. The Employer’s current primary business location is described as Location A in **Item 5** of the Schedule.

## {{delete if not applicable}} Your alternate business location is described as Location B in **Item 5** of the Schedule.

## You will be required to work at the location(s) described in **Item 5** of the Schedule, unless otherwise reasonably requested by the Employer.

## You may also be required to travel to external facilities as reasonably necessary for the performance of your duties.

# HOURS OF WORK

## The business’ normal span of hours of operation are outlined at **Item 6** of the Schedule.

## **Ordinary Hours**

* + 1. Your ordinary hours of work are outlined at **Item 7** of the Schedule and incorporate patient/client contact hours, in-practice teaching hours, educational release, and administration time.

## **After Hours, On-Call and Additional Hours**

### After hours detail is provided in **Item 8.1** of the Schedule.

### On-call working hours are set out in **Item 8.2** of the Schedule.

* + 1. You may agree to work additional hours by negotiation with the Employer. These hours are not a part of this agreement and are negotiated as hours arise.

## **Workload**

### The Employer will endeavour to provide a maximum of       patients/clients per      , on average.

### In times of special circumstance such as emergencies, staff illness, this workload may vary.

* + 1. The Employer will arrange equitable distribution of work in the practice so that you may obtain exposure to the full breadth of general practice as per the relevant College Standards.

## **Fatigue Management**

### The parties agree that fatigue management is an important issue and is the responsibility of both parties. Occupational health and safety policies should be discussed and any specific items included or referred to listed in **Item 7.5** of the Schedule.

## **Health and Safety**

* + 1. The Employer, in respect of your employment, will ensure it has insurance to cover workers compensation.
    2. The Employer will undertake a reasonable risk assessment of your ability to manage high risk situations in accordance with the relevant College Standards.
    3. The parties agree that your personal safety, especially when working alone, away from the practice, or after hours, is an important issue. Appropriate arrangements including reliable telecommunications contact and reasonable rostering will be implemented.

# supervision and teaching time

## The Employer shall provide supervision in accordance with the College guidelines

## Appropriate, mutually agreed supervision will be available for after hours and on-call work

## Agreed supervision arrangements and teaching time is to be provided by the supervisor(s) in accordance with the relevant College training standards and set out in **Item 9** of the Schedule.

# TIME RECORDING

## You may be required to complete regular time recordings as directed by management.

## You are responsible for the completion of your own time record when this is requested. Completing time records on behalf of another Employee or permitting another Employee to do so on your behalf, may result in disciplinary action, up to and including dismissal.

# REMUNERATION

* 1. Remuneration shall be in accordance with the National Employment Standards (NES).
  2. If an agreement is reached to pay a registrar via receipts, the employer agrees to supply the registrar with details of outstanding receipts upon termination, at 3 months post-termination, and at 6 months post-termination. The employer will forward the registrar’s percentage of any received receipts at termination, 3 months post-termination, and at 6 months post-termination. The registrar will ensure that the employer has their current contact details.
  3. **Item 11** of the Schedule sets out how your pay is calculated.
  4. **Allowances**
     1. Allowances  be paid for **travel expenses** incurred by you in the use of your motor vehicle for work purposes during ordinary hours and on-call work:
        1. Reimbursement will be provided at the standard Australian Taxation Office rates (delete if not applicable).
        2. You must substantiate all claims for reimbursement, and you will keep a travel diary in respect of work travel (delete if not applicable).
     2. Details of additional allowances and expenses (if applicable) are set out in **Item 11.7.3** of the Schedule.
  5. The Employer will make **Superannuation** contributions on your behalf in accordance with legislation.

1. **ANNUAL LEAVE**
   1. You shall be paid no less than two weeks annual leave per 6 months full-time period (pro rata for part-time employment) in accordance with the NES.
   2. Unused leave shall be paid on termination of employment.
   3. Leave loading is not provided.
   4. It is up to you and the Employer to agree on when and for how long paid annual leave may be taken. However, the Employer must not unreasonably refuse your request to take paid annual leave.
   5. If you wish to access annual leave that has not yet been accrued your Employer needs to review such requests considering the needs of the business and negotiate with you for a mutually beneficial outcome.
      1. In the event that you have taken unaccrued annual leave and subsequently terminate your employment, the Employer is entitled to withhold an amount equivalent to those hours taken.
   6. Annual leave is paid at your base rate of pay or as agreed to prior to your commencement with the employer. Annual leave paid at a rate higher than your base rate of pay is listed in **Item 11.8** of the schedule.

# PERSONAL/CARER'S LEAVE

* 1. Personal/carer’s leave is leave taken due to personal illness or injury, or in order to provide care or support for a member of your immediate family or household who requires care or support due to personal illness or injury, or due to an unexpected emergency (carer’s leave).
  2. You are entitled to personal/carer’s leave in accordance with the NES.
  3. In the event that you have used unaccrued personal/carer’s leave and terminate your employment, the Employer is entitled to withhold an amount equivalent to those unaccrued hours taken.

1. **STUDY LEAVE**
   1. You have no automatic entitlement to study leave. If you require such leave, it should be discussed and agreed with the Employer and included in **Item 10** of the Schedule, including the availability of unpaid study leave, by negotiation.
   2. You should be aware that such leave may have implications on your training time and progress through the program.
2. **OTHER LEAVE**
   1. All other leave, including compassionate leave, parental leave, domestic and family violence leave, and community service leave, will be provided to you in accordance with the Employer’s policy and/or the Act, whichever is more generous.
3. **PUBLIC HOLIDAYS**
   1. You are entitled to be absent from work on a day or part day that is a public holiday in accordance with the Act, unless reasonably required to work by the Employer.
   2. If you work on a public holiday and the Employer's practice is open, you will receive your normal pay and equivalent time off in lieu, or 150% of your ordinary hourly rate of pay or agreed percentage of billings/receipts, whichever is greater (and no time off in lieu).
   3. If you work on a public holiday in a practice which is closed for normal consultations in an on-call capacity, then you will receive your ordinary hourly rate for your usual rostered hours. In this instance you are not entitled to a paid day off in lieu.
4. **VEHICLE ALLOWANCE**
   1. You may be required to use your private motor vehicle for work purposes.
   2. You will be responsible for any fines or penalties imposed as a result of the use of the vehicle, or that of any other person permitted to drive the vehicle with your authority.
5. **COMPANY PROPERTY**
   1. You may be provided with company property (including a laptop, company keys and access cards) in order to complete your duties as directed by the Employer.
   2. This property may only be used for business purposes. Reasonable personal use is only permitted where specifically authorised by the Employer.
   3. You agree to take proper care of all company property entrusted to you and to return all company property at the end of the employment period.
6. **CONFIDENTIAL INFORMATION**
   1. You agree at all times during and after your employment with the Employer:
      1. to refrain from directly or indirectly disclosing to a third party Confidential Information except in the proper course of carrying out your duties.
      2. not to use the Confidential Information for any purpose other than for the benefit of the Employer.
      3. to keep confidential all of the Employer’s Confidential Information.
      4. to comply with the terms of this Contract unless otherwise required by applicable laws or regulations.
7. **NON-DISPARAGEMENT**
   1. Outside the scope of providing feedback to your College on any negative experiences, you must not at any time, either during your employment or after termination, disparage or otherwise make any statement, or permit or authorise any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to the Employer or any Associated Entity, or any of their respective Employees or officers.
8. **NON-SOLICITATION**
   1. During the term of your employment, and for a period of twelve months immediately thereafter, you agree not to solicit any employee or independent contractor of the Employer on behalf of any other business enterprise, nor shall you induce any employee or independent contractor associated with the Employer to terminate or breach an employment, contractual or other relationship with the Employer.
   2. For a period of twelve months following the conclusion of this Contract or the termination of your employment, you shall not call on, solicit, take away, or attempt to call on, solicit, or take away any of the Employer’s patients/clients with whom you become acquainted during the term of your employment, as the direct or indirect result of your employment with the Employer.

# DISPUTE RESOLUTION

* 1. Where a dispute arises over the terms and conditions of employment, the dispute resolution process adopted by the College will be used to endeavour to resolve the dispute.
  2. During the dispute resolution process, both parties shall endeavour to continue to work together in an appropriate and professional manner.

1. **TERMINATION OF EMPLOYMENT**
   1. Employment should not be terminated before the completion of the term by you or the Employer, other than in exceptional circumstances (e.g. serious misconduct) and only where there has been extensive discussion between you, the Employer, practice, supervisor, GPSA, GPRA and the College.
   2. Termination of employment prior to the expiration of the term should only be affected according to applicable laws.
   3. In all other circumstances appropriate notice of termination should be given and the period of notice should be determined by mutual consent (in any event not less than 1 week).
   4. Any accrued entitlements, including annual leave, will be paid to you at termination, unless otherwise required by law. Superannuation contributions will be made to the relevant fund where applicable and in line with the practice's established processes regarding payments to superannuation funds.
   5. On termination of employment for any reason, you must immediately return to the Employer all property, documents and items relating to the business of the Employer which you have in your possession or control. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information, programs, records and documents, intellectual property, and other information, in whatever form, relating in any way to the Employer or its patients/clients.
   6. On termination of employment for any reason, you must also irretrievably delete any Confidential Information stored on any computer, magnetic or optical disk or memory, and all matter derived from those sources in your possession, custody, care or control outside the Employer’s premises.
   7. You will repay to the Employer the balance of any loans or advances made by the Employer against your pay or leave entitlements, or any money otherwise owed to the Employer by you. The Employer reserves the right to deduct any monies owing to the Employer from your final pay.

# ASSIGNMENT

* 1. You may not assign or transfer the rights and benefits under this Contract.
  2. The Employer may assign its rights and obligations under the Contract to any person, business, company, or entity.

## **GOVERNING LAW**

* 1. The Contract shall be governed by the jurisdiction of the courts in the State or Territory as described at item 15 of the Schedule.

# VARIATION OF TERMS

* 1. The terms of the Contract may be varied from time to time by mutual agreement in writing between the parties.

# SEVERABILITY

* 1. If any of the terms and conditions of the Contract are void or become voidable by reason of any statute or rule of law then that term or condition shall be severed from the Contract without affecting the enforceability of the remaining terms and conditions.

# ENTIRE AGREEMENT

* 1. The contents of the Contract constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

# FAIR WORK INFORMATION STATEMENT

By signing the Contract, you acknowledge that the Employer has provided you with a copy of the Fair Work Information Statement.

|  |  |  |
| --- | --- | --- |
| **SIGNED BY THE EMPLOYER**  .........................................................  Authorised Officer  .........................................................  Title of Authorised Officer |  | ..............................................  Witness  ..............................................  Name of Witness (printed) |
| ..............................................  Dated  **SIGNED BY YOU**  .........................................................  Employee  ..............................................  Dated |  | .............................................  Witness  ..............................................  Name of Witness (printed) |

|  |  |  |
| --- | --- | --- |
| **SCHEDULE** | | |
|  | **Employer name and details** | {{Name of employing entity and trading name, ABN, postal address, contact email and phone number}} |

|  |  |  |
| --- | --- | --- |
|  | **Your name and details** | {{Full name of employee, postal address, best contact email and phone number}} |

|  |  |  |
| --- | --- | --- |
|  | **Position and**  **training term** | {{Position and training }} |

|  |  |  |
| --- | --- | --- |
|  | **Commencement date** | {{Date placement commences}} |

|  |  |  |
| --- | --- | --- |
|  | **Location A**  **{{delete if not applicable}} Location B** | {{Location A = Street address of main training practice}}  {{Location B = Street address of secondary training location if applicable – please delete all reference if not relevant}} |

|  |  |  |
| --- | --- | --- |
|  | **Business normal hours of operation** | {{times, days, other details}} |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Your ordinary hours of work** | ***7.1 Rostered days*** | {{days on ordinary roster}} |
|  |  | ***7.2 Rostered hours*** | {{daily start time, finish time, total break allowance}} |
|  |  | ***7.3 Weekly teaching and educational time*** | {{allowance for teaching time per week}}  {{allowance for educational time per week}} |
|  |  | ***7.4 Weekly allowance of administration time*** | {{allowance for administration time per week}} |
|  |  | ***7.5 Fatigue management*** | {{state or link to practice policy on fatigue management}} |
|  | **After hours and on-call hours** | ***8.1 After hours work*** | {{times, days, other details}} |
|  |  | ***8.2 On-call work*** | {{times, days, other details}} |
|  | **Supervision and Teaching** | {{details of the primary and secondary supervisor(s) including contact details, and details of supervision}} (subject to change) | |
|  | **Study Leave** | {{if relevant, insert details of study leave – if not, enter “N/A”}} | |
|  | **Remuneration** | ***11.1 Review provision*** | A review of remuneration and pay cycles will occur after 3 months of employment and every 6 months thereafter.  Review date(s): {{insert date}} |
|  |  | ***11.2 Pay for ordinary hours*** | Unless agreed otherwise and noted below, your salary shall be  {{insert weekly salary for appropriate level of training.}} |
|  |  | ***11.3 Superannuation*** | Superannuation guarantee contributions will be paid into your nominated superannuation fund in accordance with current legislated rate and interval.  Superannuation is payable on ordinary time earnings. |
|  |  | ***11.4 Frequency of pay*** | Your salary will be paid on a {{weekly OR fortnightly, delete as relevant}} basis. |
|  |  | ***11.5 Calculation*** | Your in-hours {{billings OR receipts, delete as relevant}} percentage will be calculated, compared, and paid on a {{weekly, fortnightly, monthly OR 13-weekly, delete as relevant}} basis. |
|  |  | ***11.5.1*** | Overtime is calculated on weekly hours (excluding on-call work) in excess of ordinary hours, and will be {{taken as time off in lieu at the ordinary time rate at a time agreed OR paid at 150% of the ordinary hourly rate, delete as relevant}}. |
|  |  | ***11.5.2*** | For after-hours work you will be paid as per ordinary hours. |
|  |  | ***11.5.3*** | For on-call work you will be paid {{insert details here}}. |
|  |  | ***11.5.4*** | Upon request, the employer will provide you with access to and explanation of your patient billing information. |
|  |  | ***11.6 Allowances and subsidies*** |  |
|  |  | ***11.6.1***  ***Relocation Expenses*** | {{details if relevant - if not, insert “N/A”}} |
|  |  | ***11.6.2 Accommodation Support*** | {{details if relevant - if not, insert “N/A”}} |
|  |  | ***11.6.3***  ***Other allowances and expenses*** | {{details if relevant - if not, insert “N/A”}} |
|  |  | ***11.7 Annual leave calculation*** | {{insert details on annual leave. Annual leave will be paid at the registrar's current base rate. }} |
|  | **Additional special conditions** | {{insert details}} | |
|  | **Governing Law** | {{insert State or Territory of employment}} | |