

_____ EMPLOYMENT CONTRACT

Between: [Insert Employer Name](#) (Employer)

Trading as

Address [Advancer.Ai](#)
[Brisbane](#)

And

Name: [Insert Employee Name](#) (Employee)
Address [Insert Employee Address](#)
[Brisbane](#)

EMPLOYMENT CONTRACT

Insert Employee Name
and Address

Employment contract

This contract sets out the terms of your employment with **{Insert Practice Name}**.

In this contract, words in bold type have the meaning described in the definitions section at the end of the contract.

1 EMPLOYMENT

1.1 Position

{Insert Employer Name} trading as {Insert Practice Name} ABN No {Insert ABN No} (The Practice) employed you in the position of **{Insert Classification i.e. receptionist, clerk, Practice Manager, CSSD Assistant, cleaner etc}** on a **casual** basis, reporting to **the Practice Principal [Amend if not applicable]**, commencing on the **{insert Commencement Date}**

1.2 Acknowledgment

You acknowledge and agree that:

- (a) you have a lawful right to work in Australia and perform the duties and responsibilities of employment contemplated by this contract;
- (b) you will immediately notify the Practice of any circumstance that might prejudice this right at any time during your employment by the Practice; and
- (c) in order to enable the Practice to verify at any time that you have this right, you will provide to the Practice upon request sufficient evidence to establish this fact.

1.3 Hours

- (a) The Practice will offer you casual engagements from time to time. While you are free to refuse casual engagements offered, you must wherever possible give the Practice at least 3 working days' notice of your unavailability.
- (b) During your work hours you will devote the whole of your time, attention and abilities exclusively to the Practice's business during these hours, and such other hours as may be reasonable and necessary for you to perform your duties in a satisfactory manner.
- (c) As a casual employee you agree that you have no guarantee or expectation of continuing or ongoing employment.
- (d) Under the **Health Professionals and Support Services Award 2010** regular casual employees may request that their employment be converted to full-time or part-time employment after 12 months service. The clause under the Award can be found in Schedule 3 of this contract.

1.4 Location

You will work at the Practice's premises at **{Insert practice Address}**. However, the Practice may direct you to perform work at other locations, provided that such a direction does not impose unreasonable hardship on you.

1.5 Duties and responsibilities

You will:

- (a) refer to manuals/handbooks for operational guidelines;
- (b) properly record and account for all transactions made by or on behalf of the **Practice** by maintenance of the appropriate records and accounts. Any false or misleading entries in such records or accounts will be subject to disciplinary proceedings;
- (c) exercise the powers and discretions, hold the responsibilities and perform the duties and tasks as are conferred, delegated or specified by the Practice from time to time;
- (b) perform those responsibilities and duties honestly and in a proper and efficient manner;
- (c) use your best endeavors to promote and enhance the interests, welfare, business, profitability, growth and reputation of the Practice amongst its customers;
- (d) be professional, personable, and civil and show a positive attitude to clients with empathy at all times;
- (e) not intentionally do anything that is or may be harmful to the Practice;
- (f) report to the Practice promptly, or to such person as the Practice from time to time determines, at all reasonable times, all information and explanations as required in connection with matters relating to your employment or the business of the Practice;
- (g) comply with all lawful and reasonable directions given to you by the Practice; and
- (h) perform such other duties that are set out in the Job Description see schedule 2

1.7 Dress Guideline

You are required to dress and present in an appropriate, professional manner. Clothing that is worn, unclean or untidy is unacceptable. High standards of grooming and deportment should be adhered to at all times.

A registered uniform is required to be worn by all staff. The practice will pay for 100% of the cost. In addition to the uniform closed shoes must be worn at all times (these are not supplied by the practice)

1.8 Performance review

- (a) The **Practice** will regularly review your performance and conduct and will notify you of its opinion as to these matters and particularly any matter which the **Practice** requires to be rectified or improved.
- (b) Appropriate performance management, training and development may be undertaken to address identified skill shortages that are of the employee.
- (c) Disciplinary action, including termination of this contract may occur should performance issues continue to exist.

1.9 Professional Development

- (a) All employees are encouraged to develop further skills that enhance the operations of the Practice.

- (b) Courses and workshops deemed suitable for continuing up-skilling and educational development should be submitted to the Practice Manager for consideration.
- (c) These submissions should be made a minimum of two (2) weeks prior to the scheduled commencement of the course or workshop.
- (d) At the discretion of the Practice Principal any courses that are deemed appropriate may be approved.

1.10 Practice policies

- (a) You must be familiar with and observe the **Practice's policies** as varied from time to time.
- (b) Nothing in the **Practice's policies** gives rise to a legal right or benefit enforceable by you.

1.11 Smoke Free Environment

In the interest of Health and to maintain an image appropriate to the Practice, the Practice is to be kept smoke free.

Employees are not permitted to smoke on or around the Practice

2 REMUNERATION

2.1 Amount

The Practice will pay you a remuneration package that comprises:

- (a) Your hourly rate of pay, as set out in Schedule 1
- (b) Superannuation contributions as required by law (currently 9.5% of base salary).

The above remuneration is paid to you in satisfaction of any and all entitlements which you would otherwise receive pursuant to the provisions of the **Health Professional and Support Services Award 2010**, including overtime, allowances, penalties and loadings, and may be off-set against any claim for alleged underpayment.

2.2 Method of payment

The Practice will pay salary and allowances into your nominated bank account(s) **{Insert weekly or fortnightly}**

3 EXPENSES

3.1 The Practice will reimburse you in accordance with Practice policy for expenses you properly incur in the course of your employment on behalf of the Practice.

3.2 Motor Vehicle

Where you are required to use their own private motor vehicle for business related travel the Practice will reimburse you for the cost of that travel at the set rate per kilometre as determined by the Australian Taxation Office.

You must advise the Practice Principal in writing of the distance of the business related motor vehicle use incurred.

Any business related motor vehicle use and expense must be approved by the Practice Principal prior to it being incurred.

4 PRACTICE DEBTS

If you owe money to the Practice, forfeit the right to monies already paid or you are paid more than you are entitled to be paid, the Practice may withhold (to the extent permissible by industrial laws) the amount forfeited, or the amount of the debt or overpayment, from any amounts otherwise payable to you, including salary, reimbursement of expenses or payments on termination.

5 LEAVE

5.1 Entitlement

As a casual employee you are paid a casual loading in lieu of any and all paid leave entitlements.

5.2 Parental Leave

You will be entitled to parental leave after 12 months' continuous service, in accordance with the provisions of the *Fair Work Act 2009*. Parental leave may be taken as:-

- (a) unpaid parental leave in respect of a birth or expected birth or adoption of a child.
- (b) unpaid special maternity leave if you:
 - (i) are pregnant and have a pregnancy related illness; or
 - (ii) have been pregnant and the pregnancy ended within 28 weeks of the expected date of birth other than by the birth of a living child;

The maximum period of parental leave (including special maternity leave and ordinary maternity leave) is 52 weeks, inclusive of any other period of paid leave taken simultaneously (eg annual leave). The Practice may require you to provide a medical certificate and a statutory declaration regarding any application for parental leave.

You may request an extension of unpaid parental leave for up to 12 months. You may also request to work a flexible working arrangement until your child reaches school age. Conditions apply to these requests. The Practice may refuse such requests on reasonable business grounds.

You are required to give no less than 10 weeks written notice of your intention to take parental leave, specifying the intended start and finish dates of your leave, and providing a medical certificate as to the date of confinement or placement (in the case of adoption leave).

6 CONFIDENTIALITY

6.1 Confidential information

In the course of your employment, you will become privy to **confidential information** of the Practice or its patients, whether in written, computerised or oral form.

6.2 Obligations of confidence

You will, both during your employment and for so long as the confidential information remains confidential after the termination of your employment (unless it ceases to be confidential due to your breach of this clause):

- (a) not at any time, either directly or indirectly, disclose or communicate to any person any confidential information that may come to your knowledge during or in the course of the employment, unless expressly authorised by the Practice or required by law or order of a court;
- (b) use your best endeavours to prevent disclosure or publication of the confidential information where that disclosure or publication is not authorised by the Practice;

- (c) if required by law or by an order of a court to disclose any confidential information, advise the Practice of that fact and take all lawful steps to confine disclosure of the confidential information and preserve its confidentiality, including taking steps to allow the Practice or its agents to do so;
- (d) not use or attempt to use confidential information for your own purposes or for any purposes other than for the purposes of the Practice or in any manner which may injure or cause loss directly or indirectly to the Practice and/or its business; and
- (e) acknowledge and agree that, without prejudice to any other remedy that the Practice may have, the Practice will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.

7 INTELLECTUAL PROPERTY

7.1 Acknowledgments

You acknowledge and agree that:

- (a) all intellectual and industrial property rights in **confidential information** and any modifications and enhancements to confidential information are owned by the Practice;
- (b) any **inventions** or **works** created during and in the course of the employment and the entire copyright throughout the world in all **works** are owned by the Practice;
- (c) the Practice owns all **inventions** and **works** absolutely and without further payment by the Practice to you and to the extent necessary, you irrevocably assign to the Practice all your present and future rights, title and interests in and to all **inventions** and **works**;
- (d) you must immediately disclose to the Practice (and to no other person) all the details of any **inventions** or **works** created by you during your employment.

7.2 Consent

You:

- (a) consent to the **works** being changed, copied, edited, added to, taken from, adapted and or translated in any manner or context by the Practice, and any person authorised by the Practice to do so, for any purpose related to the Practice's business, notwithstanding that such conduct may amount to derogatory treatment of the **works** within the meaning of the *Copyright Act 1968*; and
- (b) acknowledge that the consent in clause 7.2(a) above is given genuinely and is not given because any person:
 - (i) applied duress to you (or your representative) to give that consent; or
 - (ii) made a false and misleading statement to you in relation to the giving of that consent.

7.3 General

You must, both during your employment and thereafter:

- (a) do all such acts and things as the Practice may request reasonably to secure to the Practice ownership or registration rights in the **inventions** or **works**, and you hereby grant to the Practice the right to use your name to obtain any protection of the **inventions** or **works**; and
- (b) not engage in any conduct that may damage the Practice's intellectual property or industrial rights.

8 OTHER BUSINESS INTERESTS

- (a) During your employment you will not undertake or carry on, or be employed by, or be directly or indirectly concerned or interested in any business other than the Practice's business.
- (b) You will not have any association or interest outside the Practice that is incompatible and/or inconsistent with the Practice's interests.

9 TERMINATION OF EMPLOYMENT

9.1 Termination by the Practice

As a casual, you or the Practice may terminate the employment by giving one hour's notice, or payment in lieu of notice, subject to sub-clause (2) below.

9.2 Summary termination

The Practice may terminate your employment immediately by giving written notice to you and without being required to provide any compensation or payment in lieu of notice if you:

- (a) engage in serious or gross misconduct; (which may include but not limited to the following)
 - being under the influence of drugs or alcohol
 - breach of Patient or Business confidentiality
- (b) breach a fundamental condition and/or commit a fundamental breach of the conditions of your employment;
- (c) commit an act of fraud or dishonesty;
- (d) engage in any conduct which, in the reasonable opinion of the Practice, may cause loss or injury to the reputation or business of the Practice;
- (e) fail or refuse to comply with any lawful direction given to you by the Practice through its authorised representative.

9.3 During the notice period

If either the Practice or you give notice of termination under this contract, the Practice may:

- (a) pay you an amount of base salary in lieu of part or all of that period not served by you; or
- (b) require you to serve part or all of that period without attending work and/or performing duties.

9.4 Acts following termination

Upon the termination of your employment you must immediately repay all outstanding debts and loans to the Practice and return to the Practice any of the following items in your possession:-

- (a) any document, whether in computerised form or otherwise, relating to any matter within the scope of the business of the Practice, or to confidential information or any other aspect of your employment;

- (b) all keys and passes belonging to the Practice;
 - (c) all software and associated materials belonging to or licensed to the Practice; and
 - (d) all other property belonging to the Practice,
- and you will provide the Practice with a letter certifying that all such items have been returned.

10. DISPUTE RESOLUTION

- (a) Where you have a complaint or dispute (except for termination of employment) with the Practice regarding your employment, the matter must first be raised with the Practice Manager.
- (b) Where the matter is not resolved at the workplace level, the parties may agree to refer the matter to private mediation with an independent mediator agreed between the parties. Each party will bear its own costs of the mediation.
- (c) The parties agree that while attempting to resolve the matter they shall abide by the contract of employment, and they must co-operate to ensure the dispute resolution is carried out quickly as reasonably possible.

11 GENERAL PROVISIONS

11.1 Entire agreement

This contract constitutes the entire agreement between you and the Practice regarding the matters set out in it and supersedes any prior representations, understandings or arrangements between the parties, whether oral or in writing.

11.2 Variation

If your position, job location or remuneration package change during your employment, the other provisions of this contract will continue to apply to your employment unless varied by mutual agreement in writing.

11.3 Severance

If any clause or any part of any clause in this contract is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) of this contract, which will continue in full force and effect.

11.4 Governing law and jurisdiction

- (a) The laws applicable in **the Commonwealth of Australia** govern your employment and this contract.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of **the Commonwealth of Australia** and any courts competent to hear appeals from those courts.

12 DEFINITIONS

In this contract:

Patient means any person who is or was a patient of the Practice with whom in the course of the last 12 months of your employment you have dealings;

Practice means {Insert Company Name} trading as {Insert Practice Name} ABN No {Insert ABN No}

Practice policies mean the policies of the Practice relating to your employment;

Confidential information includes information about the following matters that is confidential to the Practice:

- (a) any patient;
- (b) the number, nature or mix of products or services provided by the Practice;
- (c) any person who the Practice or you have approached or canvassed during the employment as a potential patient, including their names, addresses, requirements and preferences concerning the products or services produced or that may reasonably be provided by or through the Practice;
- (d) marketing or business plans or strategies;
- (e) techniques, procedures or methods devised by the Practice or required to be used in the operation of its business, including the training of its personnel;

Industrial laws mean any applicable industrial award, or industrial legislation;

Inventions mean all inventions, discoveries and novel designs;

Works means all works and other subject matter in which copyright exists.

Date:.....

SIGNED for and on behalf of

{Insert Company Name} by

.....

Practice Principal/Practice Manager

I acknowledge and declare that I have read and fully understand the terms and conditions contained in this contract and accept that I will observe them fully during my employment:

.....

Signature of employee

{Insert Employee Name}

Date:.....

Schedule 1

(1) Hours of Work Clause (see clause 1.3)

- (a) Your hours of work will be agreed prior to the commencement of each shift. Each shift will be for a minimum of three (3) hours (except cleaners employed in private medical practices who will be engaged for minimum 2 hours)
- (b) You will be permitted to take a meal break as Rostered when you are rostered in excess of five (5) hours on each shift. Meal breaks are unpaid.

(2) Salary (see clause 2.1)

- (a) Level **X** *{insert relevant level based on assessment of definitions at Schedule B.2} Health Professionals and Support Services Award 2010.*
- (b) The all inclusive and above award hourly rate of wage will be \$ **{Insert Hourly Rate}**
- (c) The hourly rate referred to in (3) (b) also contains payment for the 25% casual loading as prescribed by clause 10.4(b) of the *Health Professional and Support Services Award 2010.*

.....
Signature of employee
{Insert Employee Name}

.....
Signature of
Practice Principal/Practice manager

Date:.....

Insert relevant information regarding the duties required of the individual

Schedule 3
Right to request casual conversion under Health Professionals and Support Services Award 2010

10.5 Right to request casual conversion

(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.

(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.

(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

(e) Any request under this subclause must be in writing and provided to the employer.

(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

(g) Reasonable grounds for refusal include that:

(i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award –that is, the casual employee is not truly a regular casual employee as defined in paragraph [\(b\)](#);

(ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

(i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in

writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause [9](#). Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

(i) the form of employment to which the employee will convert –that is, full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause [10.3\(b\)](#).

(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.

(q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph [\(p\)](#).