SAMPLE EMPLOYMENT AGREEMENT FOR OPTOMETRIST OR PROFESSIONAL STAFF

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[date]

[name]
[address]

Dear [name],

I am pleased to offer you the position of employed Optometrist with my firm (the “firm”) on the conditions set out below. [This introduction is only suitable where the employer is a natural person, and needs to be changed if the employer is a partnership or company].

Would you please sign and date the attached copy of this letter and return that signed copy to me to confirm your acceptance.

Commencement

I confirm that the proposal is for you to start on [date of commencement].

Probation Period

The position is offered on the basis that you are on probation for the initial period of [insert number – no more than 6 months] months and the firm reserves the right to terminate the arrangement without advance notice during that period if the firm feels that the arrangements are not working out.

Remuneration

The remuneration package offered is $[insert amount] gross (inclusive of superannuation contributions made on your behalf) per annum, with that part which is payable as salary to be paid fortnightly in arrears.

The firm is happy to consider any request from you to repackage that amount to best suit your circumstances (e.g. by reimbursement of certain expenses such as loan repayments), subject to compliance with the provisions of the tax legislation. If any repackaging results in fringe benefits or other taxes or costs to the firm, then those amounts would have to be costed into the arrangement.
Your salary is a gross figure which includes the amount the firm will pay to avoid being liable in relation to the Commonwealth Superannuation Guarantee Levy, as well as deductions for PAYE Income Tax Scheme and any other applicable statutory charges or deductions.

**Salary Payments to Bank Account**

The firm reserves the right to pay your salary directly into a bank account on your behalf. If required, you must provide details of an appropriate bank account to which the firm may make such payments.

**Duties**

[Insert detailed description of all duties which will be required for your specific situation. Some sample general wording is included below in italics.]

You will be required to perform as an optometrist and also to provide some dispensing services, as directed and required by the firm from time to time.

In addition you must carry out all professional, managerial or administrative duties as are reasonably required in connection with your other activities or otherwise required by the firm including organising Medicare forms, credit card forms, invoices, billings and collections.

That is a description of the job and the requirements of the position, as they are at present. The firm periodically examines job descriptions and updates them to ensure that they relate to the job as then being performed or to incorporate whatever changes are being proposed. This procedure involves consultation with you and you are expected to participate fully in such discussions. The firm aims to reach agreement to changes, but if agreement is not possible, the firm reserves the right to insist on changes to your job title, reporting arrangements and, within reasonable bounds, changes in the other relationships relevant to the job and in duties, accountabilities, key result areas and specific responsibilities.

Apart from the specific matters noted in that attachment, you are required to apply yourself to the position in a professional and responsible fashion at all times and to attend to all associated administrative responsibilities that arise from time to time in relation to the position.
Paylink

You are required to arrange your paylink facility for all Medicare cheques generated in your name to be directed to [insert provider name] provider no. [insert provider number(s)].

Basis of Employment

This job offer is based on the qualifications and job competencies which you have outlined and the references which you have produced. You must continue to be registered as an optometrist at all times.

Reporting

The position presently reports to [description of other management position e.g. principal/proprietor], presently [name of the person in that other position].

Award

Your employment, so far as we are aware, will not be governed by any Award.

Sick Leave

You are entitled to [insert number] days paid sick leave for every year of completed service. Any absence requires presentation of a medical certificate. Sick leave is cumulative from year to year for no more than [insert number] years. Unused sick leave cannot be taken as holidays and no compensation is payable for sick leave which remains unused at the end of your employment.

If you are absent through illness for periods longer than the amount of paid sick leave which is available then the firm in its discretion may choose to grant additional sick leave on some basis, perhaps less than full pay. Whether or not additional paid sick leave is granted, we may end your engagement if your absence through injury or illness extends beyond two months in aggregate in any twelve-month period.
Annual Leave and Loadings

You are entitled to annual holidays in accordance with the Annual Holidays Act, and the basic entitlement is to four weeks paid annual leave at a mutually agreed time or times, after each completed year of service. You will need to agree with us beforehand each time you wish to take annual leave.

You are not entitled to any loading on pay for periods of annual leave.

Long Service Leave

Long service leave is available in accordance with the Long Service Leave Act.

Superannuation Plan

The firm pays [Insert level of contribution, e.g. the minimum] superannuation contributions required to avoid liability under the Superannuation Guarantee Levy scheme. You must provide us with the details of your approved superannuation fund when you return this letter.

Hours

Subject to the other provisions of this offer, you are required to devote all of your time and attention between the hours of [times and days of the week, e.g. each week from 9am to 5pm on Mondays to Fridays; and also each second week from Zam to Ypm on Thursdays and from Xam to Wpm on Saturdays] to the job and to the discharge of your duties.

In this professional position it is expected that you will also be required to work outside your standard hours, as the needs of the firm’s operations dictate. You are not entitled to receive any additional remuneration or benefits for work performed outside or beyond your normal hours, however, at the firm’s discretion time in lieu may be offered in exceptional circumstances.

Location

Initially you will be located at our premises at [insert address], but we may require you to work out of any other location around [insert area e.g. Sydney or Newcastle] from time to time.

You must also undertake travel, if and as the firm may reasonably require from time to time.
The firm will met your reasonable expenses for this travel with prior approval.

**Termination**

Should it be necessary at any time for either you or the firm to terminate your employment after the probationary period, one month's notice is required in writing. However, the firm is also entitled to terminate your employment without notice at any time for any serious or wilful misconduct.

You are not entitled to any compensation if the firm duly exercises any right of termination, except salary or benefits due but unpaid at the date of termination and any amount required by law to be paid.

**Firm Policies**

Various policies will exist from time to time for the effective and safe conduct of the firm’s operations and the welfare and interests of those who work for the firm. Details of the policies which are in force from time to time will be published and all employees are expected to make reasonable attempts to be aware of those policies and are expected to comply with them. The firm has the right from time to time to change existing policies, or introduce new ones, which you as an employee are required to observe. Information about particular policies will normally be provided in circulars, on notice boards or otherwise bought to the attention of those concerned. Examples of such policies include no smoking policies, safety procedures, policies about minimum clothing requirements and grievance policies.

The firm also, in the same way, may adopt or is entitled to amend, rules or policies in relation to the general conduct of all employees which all employees are required to observe.

**Violence at Work**

The firm is committed to the security and welfare of all its employees. The firm will have an appropriate policy to be observed and the policy will specify procedures to be followed in the event of violence occurring at work. Liaison with safety representatives ought to take place at all stages where there is a complaint about violence, except for immediate action which is necessary to prevent injury.
Sexual Harassment

The firm also is committed to adopting a policy forbidding sexual harassment and for handling complaints about sexual harassment. All employees are required to comply with that policy which will guarantee to deal with allegations of harassment seriously, promptly and in confidence; and the firm will protect employees who lodge complaints from victimisation.

Discrimination

The firm is also committed to adopting a policy forbidding unlawful discrimination and for handling complaints about discrimination. All employees are required to comply with that policy which will guarantee to deal with allegations of discrimination seriously, promptly and in confidence. The firm will protect employees who lodge complaints about discrimination from victimisation.

Privacy

The firm applies the Federal Privacy guidelines and is also generally concerned to take all reasonable steps to protect the privacy of employees. All employees are required to respect the privacy of other employees and clients and also comply with any reasonable policies that the firm adopts from time to time for the better protection of privacy. All employees are required to deal with allegations of breach of privacy seriously, promptly and in confidence; and the firm will protect employees who lodge complaints about breaches of privacy from victimisation.

In addition, you are bound by your professional obligations of confidentiality owed to patients/customers of the firm to whom you provide professional services during the course of your employment. You must disclose information about clients to the firm, but may not disclose such information to any other person without the prior approval of the firm.

Performance Appraisal

You are required to participate in any appraisal scheme which the firm operates from time to time for employees at your grade or level. The firm may amend or modify the appraisal scheme from time to time. Your participation may mean being involved in a scheme both to be appraised and also to do appraisals of others.
General Obligations

In addition to your specific duties, you are required to always act in the firm’s best interest and to refrain from acting, or being seen to act in conflict with those interests. You must use your best endeavours to protect and promote the firm’s reputation and to perform the duties assigned to you from time to time to the best of your abilities and knowledge. The firm may assign particular or additional management, administrative or clerical tasks to you from time to time.

Limits on Your Powers

The following things are outside your powers without the firm’s written approval and you must not do them:

− Bind the firm to any Agreement, or vary or terminate any Agreement which involves the firm;
− Commit the firm to any liability or course of action; or
− Take any action which is otherwise the prerogative of the proprietor of the firm.

The firm reserves the right from time to time to give you notice of other things which must not be done without some form of prior approval.

Computer Use

You must not use any computer owned or provided by the firm, for any purpose other than to carry out your duties. You must not use any disks or other computer media which are not the firm’s property and you must not undertake any private or other activity by using such disks on any the firm equipment. One purpose of this requirement is to ensure that no viruses are introduced into the firm’s systems. Another is to ensure that the firm is not involved in any breach of copyright or other similar legal right which belongs to someone else.

Public Statements

You are not authorised to make any public statement on behalf of or about the firm.
Confidential information

In what follows, *confidential information* includes the following, whether or not in material form:

(a) All confidential information relating to the firm or any related firm, person or company; and also
(b) Other confidential information of which you are or become aware in the course of or by reason of your employment.

You must not use confidential information except solely for the purpose of performing your duties under this agreement. You must protect the confidentiality of confidential information. You may only disclose confidential information to someone who is aware that it is confidential and agrees to keep it confidential and who has signed any confidentiality agreement required by the firm. Even then you may only disclose confidential information to a person who has a need to know (and only to the extent that he or she has a need to know for the benefit of the firm) or who has been approved by the firm.

Your obligations of confidentiality do not extend to anything that is or becomes public knowledge (otherwise than as a result of a breach of your obligations by you or someone else) or which the law requires you to disclose.

Your obligations of confidentiality continue indefinitely after termination.

Without limiting the general words above, all patient and customer records are confidential information which belongs to the firm, and must be handled and respected according to your obligations set out above.

Other Positions

Whilst employed by the firm, you must not undertake any other appointment, position or work without first obtaining the firm’s written consent. The firm will not unreasonably withhold consent in respect of some other non-professional position, where there is no conflict with your duties, no impact on your availability and no potential conflict of interest or potential for damage to the firm’s reputation.
Return of the Firm’s Property

Immediately on termination of your employment, you must return all of the firm’s property which is in your possession or control.

Without limiting those general words, from time to time the firm may supply you with particular items of clothing or particular things to assist you with your job. At all times those items remain the firm’s property. You must take reasonable care of such items and return them in good condition, fair wear and tear excepted, on the termination of your employment.

All records relating to the operation of the firm and client/patient records are the firm’s property.

This includes all clients/patients to whom you provide professional services during your employment by the firm.

Previous Employment

Please note that no period of employment with a previous employer counts as continuous employment for the purposes of your employment with the firm.

Variations

The nature of your role and your levels of responsibility may be significantly varied whilst you are employed by the firm. Irrespective of any such variations, the conditions set out in these notes continue to apply unless otherwise amended in writing, signed by a duly authorised representative of the firm.
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Yours sincerely
[Employer - representative’s name]
[position held]

I acknowledge and accept this offer and the conditions outlined.

(Signature)

(Date)