

**GENERAL PRACTITIONER
INDIVIDUAL EMPLOYMENT
AGREEMENT**

GENERAL PRACTITIONER INDIVIDUAL EMPLOYMENT AGREEMENT

BETWEEN _____

AND _____

1. BACKGROUND

- 1.1 This agreement sets out the terms of your employment with us. You should read it together with your letter of appointment and our policies or procedures, which may be amended from time to time in consultation with you.
- 1.2 These documents do not set out specific rules regarding everything that might occur in the workplace – that would not be possible and is not how we want to run our practice. We expect and trust all of our employees to act thoughtfully and professionally at all times. For our part, we will treat you fairly and reasonably and will respect your ability to make your own decisions, within the terms of this agreement.

2. YOUR ROLE

- 2.1 You are employed in the position of General Practitioner (GP) Associate. A position description is attached as Schedule 1. We may make reasonable changes to your position description from time to time, in consultation with you.

3. TERM

- 3.1 This contract will commence on **[Insert date]** and will continue until terminated in accordance with this agreement.

4. YOUR GENERAL RESPONSIBILITIES

- 4.1 You will:
- (a) deal with us at all times openly and in good faith;
 - (b) honestly, diligently and professionally carry out the responsibilities of your role and any related responsibilities;
 - (c) attend meetings and training sessions as required;
 - (d) at all times be caring and sensitive to the needs of our patients;
 - (e) act in a way that promotes and protects our business, reputation and relationships;

- (f) be aware of and work within your scope of practice under the Health Practitioners Competence Assurance Act 2003;
- (g) comply with the New Zealand Medical Association's Code of Ethics;
- (h) take all reasonable precautions while at work to ensure your own safety and the safety of your colleagues, our patients and other visitors to the practice;
- (i) comply with all security requirements, including those relating to the security of drugs on the premises;
- (j) comply with our reasonable requests and directions; and
- (k) comply with our policies and procedures, which may be amended from time to time.

4.2 You will also maintain your practising certificate and registration, and will advise us immediately if:

- (a) either the registration or certificate ceases to be current or the certificate is suspended;
- (b) you are the subject of disciplinary proceedings or an investigation by the Medical Council, Health Practitioners Disciplinary Tribunal, Health and Disability Commissioner or any health service provider; or
- (c) you receive a complaint from any of our patients.

5. OUR GENERAL RESPONSIBILITIES

5.1 We will:

- (a) deal with you at all times openly and in good faith;
- (b) consult you about any major changes that impact on you;
- (c) not require you to perform tasks outside your scope of practice under the Health Practitioners Competence Assurance Act 2003;
- (d) provide you with a healthy and safe workplace; and
- (e) comply with our policies and procedures, which may be amended from time to time.

6. HOURS OF WORK

6.1 Your normal hours of work will be **[40 hours]** between the hours of 8.30am to 5.30pm, Monday to Friday.

6.2 To ensure that you are rested and refreshed, you should take reasonable tea and lunch breaks during the day. Your lunch breaks should be [one hour/half an hour] and will not be counted as part of your hours of work.

6.3 Changes to hours of work require written agreement

7. PLACE OF WORK

7.1 You will work at our premises at [**Practice address**] and in such other places as we may reasonably require from time to time.– this may include house visits. A change to the location of work requires written agreement.

8. REMUNERATION

8.1 Remuneration shall be as per Schedule 2.

8.2 We will reimburse or pay all reasonable expenses incurred by you in the course of your employment.

9. ANNUAL LEAVE

9.1 After twelve months' continuous employment you are entitled to five weeks' annual holidays each year. Note that 'week' means your ordinary working week. You will be paid for annual holidays when you take your holiday, in accordance with your normal pay cycle.

9.2 If possible, annual holidays are to be taken at a time that is agreed by you and us. We will generally try to allow you to take holidays at a time that best suits you, taking into account your need for rest and relaxation. However we also need to consider the needs of our business, and there may be times when we cannot grant you the holidays you want. There may also be occasions when we direct you to take holidays. In this instance, we will give you at least 14 days' notice.

9.3 It is important that you be refreshed and relaxed, so we encourage you to use all or most of your holiday entitlement each year.

10. SICK LEAVE

10.1 After six months' continuous employment you are entitled to 10 days' sick leave per year. This may be taken when:

- You are sick or injured;
- Your spouse or partner is sick or injured; or
- One of your dependants is sick or injured.

10.2 Your sick leave may be accumulated from year to year, but your maximum entitlement at any given time will not exceed thirty days. Any paid sick leave that we allow you to take over and above this will be treated as sick leave in advance under that act, unless we agree otherwise.

11. BEREAVEMENT LEAVE

- 11.1 On the death of a spouse or partner, parent, child, sibling, grandparent, grandchild, or spouse or partner's parent the employee shall be granted a minimum of three days paid bereavement leave.
- 11.2 On the death of another person the employee shall be granted one days paid bereavement leave to discharge an obligation and/or to pay respects to a deceased person with whom the employee has had a close association.

12. PUBLIC HOLIDAYS

- 12.1 In general terms you are entitled to take public holidays on the eleven days specified in the holidays act, being: Christmas Day, Boxing Day, New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day and the relevant provincial anniversary day. If you would normally work the days on which these holidays fall, you will be paid for the day.
- 12.2 Owing to the nature of our business, there may be times when we require or approve that you work public holidays, in which case:
 - 12.3 (a) you will be paid one and a half times what you would normally have been paid for the time worked in accordance with the holidays act; and
 - (b) if you would normally work the day on which the holiday falls, or if we agree, you will also be entitled to an alternative holiday on pay (i.e. a day in lieu) for working the public holiday.

13. PARENTAL LEAVE

- 13.1 Parental leave shall be granted leave according to the Parental Leave and Employment Protection Act 1987.

14. TERMINATION OF EMPLOYMENT RELATIONSHIP

14.1 Termination by either party on notice

Either party may terminate the employment relationship on **3 month's** notice. If a party gives notice, we may pay you in lieu of working out all or part of your notice period.

14.2 Termination by us

As the employer, we must have good reason for terminating the employment relationship and must treat you fairly in reaching our decision. In particular, we will give you a reasonable opportunity to

comment on any proposal or concerns we might have that may lead to termination of your employment. You are welcome to involve a representative or support person in the process.

Serious misconduct

We may dismiss you without notice if you commit any act of serious misconduct, which includes (but is not necessarily limited to):

- (a) Dishonesty, theft, or unauthorised possession of our property;
- (b) being intoxicated or under the influence of alcohol or non-prescription drugs (being drugs not prescribed for your use at the time), or being in possession of alcohol or non-prescription drugs without adequate justification, while at work;
- (c) refusing or repeatedly failing to comply with our reasonable and lawful requests, directions, policies or procedures;
- (d) a serious one-off incident of negligence;
- (e) any breach of confidentiality;
- (f) physical assault, threats, or intimidation;
- (g) working outside your scope of practice under the Health Practitioners Competence Assurance Act 2003;
- (h) a breach of security requirements;
- (i) sexual, racial or other form of harassment;
- (j) any misrepresentation (express or by omission) by you during the recruitment process;
- (k) conviction for a dishonesty or violent offence, or any other offence sufficiently serious; and
- (l) any misconduct inside or outside of work which is or may be seriously detrimental to our business, reputation or relationships, your relationships with your colleagues, or the trust and confidence we have in you.

14.3 Suspension

If we decide to investigate an instance of possible serious misconduct, we may, after consulting you, suspend you until we decide what disciplinary action to take. Normally, any suspension will be on full pay. However, in circumstances where the suspension has been or is likely to be prolonged (for instance where there is an intervening criminal investigation, or where you fail or are unable to take full part in the investigation process) we may, again after consulting you, suspend you without pay.

14.4 Redundancy

Redundancy means the termination of your employment on the basis that we no longer intend to continue your position. A redundancy situation can arise for a number of reasons, including a reduction in the number of employees, a reallocation of duties or a change in structure, a decision to contract out the work you do, or a decision to make changes to your position that alter it substantially. Regardless, any decision to make your position redundant will be made for business reasons, rather than for reasons relating to you personally.

We will consult you prior to making your position redundant, and will consider whether there are any viable alternatives to redundancy. Redundancy compensation shall be a payment of three months' salary.

Transfer of business

If we enter into negotiations for the sale or transfer of all or part of our business (including an agreement to contract out part of our business), and if that sale or transfer would result in your position being made redundant, we will, where reasonably practicable, request that the person acquiring the business employ you on the same or similar conditions of employment and agree to treat your employment as continuous.

If the person acquiring the business wants to employ you, we will do our best to ensure that the offer and the details of the transfer process are communicated to you within a reasonable time frame. If the person acquiring the business does not wish to employ you or if you do not want to accept an offer from that person, we will meet with you - also within a reasonable timeframe - to discuss your entitlements and options under this agreement.

14.5 Termination for incapacity

We may terminate your employment if, as a result of mental or physical illness or injury, you are unable to properly carry out your responsibilities. Without limiting this clause, we may terminate your employment if you are unable to properly carry out your responsibilities for a continuous period of six weeks or for periods cumulatively totalling three months in any twelve month period.

Before terminating your employment for this reason, we may request that you consult or be examined by one or more health professionals nominated or approved by us, at our cost, to provide advice to both parties about your health and fitness for work, and to suggest ways of managing your illness or injury on returning to work. We may make this a condition of your returning to work. We will also take into account any other relevant information you care to provide, including other professional advice. If you choose not to consult or be examined by a health professional as requested, we may make our decision based on the information available, and draw whatever inferences are appropriate and reasonable in the circumstances.

14.6 Termination for other reasons

We may terminate your employment on notice for other reasons, including (but not limited to) poor performance, incompatibility, misconduct, or a breakdown in trust and confidence.

15. FORCE MAJEURE

15.1 Neither party will be liable to the other for any failure to perform the party's obligations under this agreement by reason of circumstances beyond the party's reasonable control, including (but not limited to) natural disaster, health epidemic or pandemic, governmental actions or war ("force majeure event"). The party affected must:

- (a) notify the other party as soon as practicable after the force majeure event occurs, and provide information concerning the force majeure event, including an estimate of the time likely to be required to overcome it;
- (b) take all reasonable steps to overcome the force majeure event and minimise the loss to the other party; and
- (c) continue to perform that party's obligations as far as practicable.

15.2 Without limiting this clause, you acknowledge that we will not be required to provide you with work or pay your remuneration where work is not available for you, or you are unable to work, due to a force majeure event.

16. CONFIDENTIALITY

16.1 Except in the proper performance of your responsibilities, you agree not to use or disclose to anyone any confidential information which you learn about in the course of your employment, or which belongs to or concerns us, our business, employees or patients or other people with whom we have relationships. For the purposes of this agreement, "confidential information" means any information which is not known or available to the public generally or which by its nature is confidential and includes patient notes

16.2 These confidentiality provisions will continue to apply after termination of our employment relationship and regardless of any dispute.

17. INTELLECTUAL PROPERTY

17.1 Any intellectual property (including any copyright work) created in the course of your employment will be retained by the employee from the time that the intellectual property is created except by prior written agreement of the parties.

18. RETURN OF PROPERTY

18.1 Immediately upon request or termination of our employment relationship (whether or not you dispute the termination), you will deliver to us any property or material belonging to or concerning us which is in your possession or control. This includes any keys or access cards, and any hard-copy, audio or electronic documents (including any copies) that relate to our business or that

contain any of our confidential information or intellectual property. You agree not to retain any copies of these documents.

18.2 If you fail to return our property as required, or if the property is not returned in a satisfactory condition, we may do one or more of the following:

- (a) take legal steps to recover our property from you;
- (b) deduct the replacement cost or current value of the property from any amount owing to you;
- (c) recover the replacement cost or current value of the property from you; or
- (d) require you to pay us any costs that we incur enforcing our rights under this clause.

18.3 This property clause will continue to apply after termination of our employment relationship and regardless of any dispute.

19. INDEMNITY AND INSURANCE

19.1 You will maintain either:

- (a) professional liability insurance cover of at least \$1 million; or
- (b) membership of a medical indemnity society,

to cover all professional liability claims arising out of any action or omission by you in the course of your employment.

This cover will continue to apply after termination of our employment relationship.

20. EMPLOYMENT RELATIONSHIP PROBLEMS

20.1 We encourage you to raise any issue or concern you may have regarding your employment with us directly. We will do our best to try and resolve the issue or concern with you as quickly and fairly as possible.

20.2 In addition, the Employment Relations Act 2000 sets out procedures for the resolution of employment relationship problems. A summary of those procedures is set out in Schedule 3.

21. VARIATION

21.1 This agreement may be varied by agreement between the parties. However, no variation or waiver will be effective unless it is in writing and signed by both parties.

22. ACKNOWLEDGEMENTS

22.1 By signing this agreement you acknowledge and confirm that:

- (a) you have read, understood and agreed to its terms;
- (b) you have been advised of your entitlement to take independent advice about this agreement, and have been given a reasonable opportunity to do so before signing;
- (c) the information you have provided to us in connection with your appointment is accurate and not misleading;
- (d) you are fit to carry out all of the duties and responsibilities of the position and, to the best of your knowledge, you have not had and do not have any undisclosed medical condition that may impact on your ability to carry out those duties and responsibilities; and
- (e) you have no conflicts of interest.

SIGNED by the parties

SIGNED for and on behalf of
the employer

)
)

Signature

Name

Date

SIGNED by the employee

)
)

Signature

Name

Date

SCHEDULE 1

Service

Provision of primary care services including:

- Urgent medical services – including resuscitation, stabilisation and assessment, diagnosis, treatment and referral as necessary
- Assessment of urgency and severity of presenting problems through history, examination and investigation
- Recommending and, where appropriate, undertaking treatment options and carrying out/referring for appropriate interventions and procedures, including but not limited to prescribing, minor surgery and other general practice procedures, counselling, psychological interventions, advising and education.
- Referral for diagnostic, therapeutic and support services as required.

Provide timely clinical and culturally appropriate health services through:

- Ongoing health and development assessment and advice.
- Appropriate evidence based screening, risk assessment and early detection of illness, disease and disability.
- Use of recall and reminder systems and referral, as appropriate, to national screening programmes.
- Interventions to assist people to reduce or change risky and harmful lifestyle behaviour.
- Family planning services, provision of contraceptive advice and sexual health services.
- Ensure Immunisation programmes are available to the practice population.
- Working with public health providers in the prevention and control of communicable diseases for individuals and families/whanau and reporting to relevant public health providers.
- Ongoing care and support for people with chronic and terminal conditions to reduce deterioration, increase independence and reduce suffering linking, where relevant, with appropriate service providers

Co-ordination of care in particular:

- Co-ordinating an individual's rehabilitation process and participating where appropriate in providing recovery orientated services to restore normal functioning;
- Developing collaborative working relationships with community health services, DHB and non-Government public health providers, ACC and relevant non-health agencies to help to address intersectoral issues affecting the health of their enrolled populations;
- Establishing links with a range of primary and secondary health care providers and developing initiatives to enable patient centric, co-ordinated care that meets the needs of individuals, their family or whanau.

Financial responsibilities

- Ensure all patient services undertaken are charged out in accordance with appropriate protocols
- When claiming subsidies from any funding agency, all compliance clauses must be adhered to.
- Assist with provision of information for practice reporting requirements, as requested

Quality

- All patient consultations must be accurately recorded in the clinical patient notes within 24 hours of seeing the patient
- All information you enter into the PMS system is accurate, appropriate and in accordance with agreed protocols.

Compliance

- Privacy Act and Health Information Privacy Code (HIPC) - Total confidentiality and privacy of patients is maintained
- Health and Safety - Comply with established health and safety policies with regard to handling of instruments, storage of drugs and disposal of sharps and other potentially dangerous equipment and substances. Comply with current NZ legislation.
- Complaints - All complaints to be referred to the Practice Manager in the first instance. If unresolved then deal with the Health & Disability Commission.

SCHEDULE 2

Remuneration and Expenses

- \$95.00 per hour.
- The employer will reimburse the cost of membership of the Royal New Zealand College of General Practitioners,
- The employer will reimburse the full amount of your annual practicing certificate and indemnity insurance costs, payable on production of relevant receipt.
- The employer will arrange with you to sit your CPR Certificate when you commence work and cover the full cost of this.
- The employer will refund the costs of professional development up to \$2000 per annum on production of receipts and allow up to one week of paid study leave. Professional development funds can be used to be for conferences, courses, and expenses such as flights and accommodation as well as books or professional journal subscriptions.

SCHEDULE 3

Resolution of Employment Relationship Problems

(Section 65 of the Employment Relations Act 2000 (ERA))

1. An employment relationship problem includes “a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment” (section 5 of the ERA).
2. If you believe you have an employment relationship problem, we encourage you to raise the problem with us directly, either through your manager or his or her manager if that is not appropriate.
3. We will do our best to try and resolve the problem quickly and fairly. You are entitled to have a support person or representative involved at any stage in the process.
4. If the problem cannot be resolved internally, you may want to contact the Employment Relations Service of the Department of Labour. The Employment Relations Service provides general information about employment rights and obligations, as well as providing mediators to assist parties to resolve employment relationship problems.
5. If you believe that mediation is inappropriate or if the employment relationship problem is not resolved by mediation, you can apply to the Employment Relations Authority for assistance. This is a more formal step to take and we encourage you to take advice first. The Authority’s role is to investigate the problem and to make a decision.
6. If a decision is made by the Authority and you are not satisfied with that decision, you may be able to appeal the decision to the Employment Court (and from there to the Court of Appeal and Supreme Court).
7. If you believe you have a personal grievance based on discrimination or sexual harassment, you may be able to make a complaint under the Human Rights Act 1993 to the Human Rights Commission. Please note that you cannot refer your personal grievance to both the Human Rights Commission and the Employment Relations Authority. They are alternative services.
8. Please note that all personal grievances must be raised with us within ninety days from the date on which the grievance arose (section 114 of the ERA).