

Draft Contract of Employment for a Consultant Private Receptionist/Secretary
Permanent Contract of Employment
Legal advice should be sought prior to the completion of the within agreement

It is hereby agreed that [INSERT NAME] hereinafter called “the Employee” with [INSERT NAME AND ADDRESS OF CONSULTANT] herein after called “the Employer” that the Employee shall be employed as a Receptionist/Secretary.

COMMENCEMENT AND POSITION

1.

1.1. The Employee’s employment is subject to references that are satisfactory to the Employer. If any reference unsatisfactory to the employer is received after the employee commences employment, the employer may terminate the employee’s employment. It is a condition of the employee’s employment that the information the employee is furnished to the employer during the employee’s recruitment process or otherwise is true and accurate”.

1.2. The Employees appointment will commence on the [INSERT DATE]

1.3. The Employee will be employed as Receptionist / Secretary [DELETE AS APPROPRIATE] reporting to [INSERT THE NAME OF THE CONSULTANT/APPROPRIATE PERSON]

PROBATIONARY PERIOD AND NOTICE

2. The first 9 months shall be deemed to be a probationary period and may be terminable by either party by not less than one week’s notice in writing to the other. After the expiration of the first 9 months this Contract may be determined by either party by

- (a) If the employee has been in the continuous service of the employer for less than two years, one week,
- (b) If the employee has been in the continuous service of the employer for two years or more, but less than five years, two weeks,
- (c) If the employee has been in the continuous service of the employer for five years or more, but less than ten years, four weeks,
- (d) If the employee has been in the continuous service of the employer for ten years or more, but less than fifteen years, six weeks,
- (e) If the employee has been in the continuous service of the employer for fifteen years or more, eight weeks.

(N.B. legal advice should be sought in relation to termination provisions having regard to the Unfair Dismissals Acts 1977-2005)

HOURS OF DUTY

3. The Employee's normal hours of work are from [] to [] am/pm on [INSERT DAYS OF WEEK THE ASSOCIATE IS EXPECTED TO WORK]. [ALSO INSERT TIMES OF BREAKS AND LUNCH PERIODS]. The Employee will be expected to work permutation or combination of shifts designed by the Employer to meet patient needs.

The Employee will be required to work a reasonable amount of overtime as may be required from time to time to meet the needs of the patients and if the Employee works such overtime he/she will be paid at [INSERT OVERTIME RATE].

PLACE OF WORK

4. The Employee's normal place of work shall be [INSERT ADDRESS]. The principal reserves the right to change the normal place of work.

DUTIES AND OBLIGATIONS

The Employee's Duties are as follows:-

5. [INSERT THE USUAL DUTIES EXPECTED OF A RECEPTIONIST OR SECRETARY AS APPROPRIATE]

During the period of his/her employment hereunder the Employee shall:-

- (a) Observe and conform to all laws, ethical principles and customs of or affecting the medical profession.
- (b) Fulfil and obey all lawful directions and orders from time to time and not at any time except in the case of illness or other avoidable cause absent himself/herself from the service of the Employer without previous consent.
- (c) Not disclose (except to the employer or to any persons having lawful authority to acquire such disclosure) any professional secrets or any information with respect to the Employer or their family, patients, clinic or affairs or any directions given to the Employee by the Employer.
- (d) Keep and render and provide to and for the Employer true and just accounts of all professional visits paid, patients records and all patients attended and all other practice activities dealt with by him/her and of all monies which he/she may receive on the Employer's account and forthwith pay all money so received to the Employer without any deductions except such as are authorised to be made.

FLEXIBILITY

6. The Employee is required to be flexible in his/her position and must be prepared to undertake such work as may be assigned to him/her from time to time. Such work can be outside the area of normal duties and may be in a location other than [INSERT CLINIC/PRIVATE ROOMS ADDRESS]. Employees are also expected to display and take initiative in relation to their positions and the work carried out.

REMUNERATION

7. The Employee shall be paid a gross salary of [INSERT AMOUNT] per annum. Following all lawful deduction the Employee shall be paid by [INSERT METHOD OF PAYMENT AND RATE OF PAYMENT E.G. WEEKLY ETC.]

ANNUAL LEAVE

8. The Receptionist/Secretary [DELETE AS APPROPRIATE] shall have rest periods and public holidays and annual leave in accordance with the Organisation of Working Time Act 1997 or any amendment thereof. The annual leave year runs from 1 January to 31 December. Annual leave is not cumulative and generally cannot be carried over into a following year. The final decision in relation to allocating annual leave rests with your employer.

MEDICAL

9. It is a condition of the Employee's employment that he/she submits as required to periodic medical examinations.

SICK LEAVE

10. If the Employee is absent due to illness he/she is required to notify the Employer as soon as possible that he/she will be absent due to illness. Any absences due to illness for a period of three days or more must be certified for by a medical practitioner and such certification must be provided to the Principal. The Employee is not entitled to be paid during any period of absence due to illness to injury.

MATERNITY LEAVE, PATERNITY LEAVE, ADOPTIVE LEAVE AND FORCE MAJEURE LEAVE

11. The Employee is entitled to maternity leave, paternity leave, adoptive leave and force majeure leave and any other entitlements in accordance with appropriate legislation.

EXPENSES

12. Any necessary expenses agreed by the Practice shall be paid to the Employee. Such expenses must be agreed in advance before the expenses are incurred.

SEARCH

13. The Employer reserves the right to search the Employee's person, vehicle and property when on or departing the Employer's premises.

SMOKING

14. The Clinic is a no smoking facility and each employee is obliged to comply with this policy.

TERMINATION

15. Subject to Clause 1.1 hereof, in the event of the Employee

- Being declared a person of unsound mind; or
- Becomes incapable of discharging his/her duties by reason of mental disorder
- Being convicted of a criminal offence (other than a minor offence under the Road Traffic Acts)

then after appropriate inquiry this contract may be terminated forthwith by notice in writing to the Employer.

DISCIPLINARY PROCEDURE

16. Without prejudice to Clause 14 above, the disciplinary procedure operated by the Employer is attached to this contract at Appendix A and this is the procedure that shall be utilised in relation to the Practitioner should need arise¹.

GRIEVANCE PROCEDURE AND POLICY IN RELATION TO BULLYING, HARASSMENT AND SEXUAL HARASSMENT

17. The policy of the Employer in relation to bullying, harassment and sexual harassment and the grievance procedure are attached to this contract at Appendices B and C respectively².

INFORMATION TECHNOLOGY POLICY

18. The policy of the Employer in relation to Information Technology is attached to this contract at Appendix D³.

EMPLOYER POLICIES AND HEALTH AND SAFETY

19.

19.1. The Employee is obliged to comply with the Employer's policies and health and safety rules as may be amended from time to time.

19.2. The Employer reserves the right to amend or vary the terms and conditions in this contract or any of its employment policies. The Employee will be notified in a written statement within one month of the change taking effect. The Employee will be consulted over any significant change applying to you.

CONFIDENTIALITY

20. The Employee shall not during or after the period of her employment divulge to any person howsoever or otherwise make use of to her own benefit or to the benefit of any third party any

¹ Please ensure same is attached and signed

² Please ensure same is attached and signed

³ Please ensure same is attached and signed

confidential information concerning the Employer or any patients of the Employer. On termination of his/her employment the Employee must return all notes, memoranda or other documents concerning the Employer and/or any patients which he/she acquired, received or made during his/her employment together with all other property belonging to the company. The Employee shall during and after his employment respect patient confidentiality in relation to all patients of the Employer.

PENSION

21. The pension scheme provisions should be set out herein. If there is no pension scheme then a statement to that effect should be made together with a statement saying that if the employee wishes to enter into a PRSA scheme the Employer shall facilitate this by allowing appropriate payments from her salary to be made to the scheme by credit transfer.

RETIREMENT

22. The retirement age for this position is upon reaching the age of [INSERT RETIREMENT AGE].

MISCELLANEOUS

23. Neat dress is essential at all times.

SIGNED by the Employer
in the presence of:

SIGNED by the Employee
in the presence of: