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[insert name of practice]

Practice number :

Address of Practice

date

PRIVATE & CONFIDENTIAL

Dear **[insert nurse initials and surname and title, e.g. sister]**

Address: _____
(Physical)

(Postal)

Identity Number: _____ (Please provide the Practice with a copy of your identity book for administration purposes)

Income Tax Number: _____

Contact number: _____

Next of Kin: _____

Next of Kin Contact number: _____

YOUR CONTRACT OF EMPLOYMENT WITH THE PRACTICE (INCLUDING PROBATIONARY PERIOD)

We have pleasure in offering you employment with the Practice on the terms and conditions as set out hereunder. Please sign the duplicate of this Agreement, which will indicate your acceptance of the offer of employment and return the signed copy to the Practice. These terms and conditions will constitute your Contract of Employment with the Practice (hereinafter "Contract of Employment")

Please tailor-make and ensure that you are familiar with the legal implications of the clauses in this document. This template assumes that there are certain policies in place in the practice. Remember that employment laws change from time to time. Please ensure that you are up to date as to the latest turnover levels set under the BCEA, amongst other periodic changes made in SA. EKC does not accept liability for any clauses that are changed in this policy post purchase without the advice of EKC. Please contact elsabe@ekconsulting.co.za or peta@ekconsulting.co.za should you require further assistance.

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1. APPOINTMENT

- 1.1. The basic terms and conditions of your employment are those agreed on between yourself and the Practice as contained in this contract of employment and other documents (task sheets and performance agreements etc.) containing the agreed work arrangements, as well as policies and procedures issued from time to time by the Practice. This contract of employment must be read as inclusive of any policies and procedures, which are provided to the employee with this contract.
- 1.2. A list of all policies, together with a task sheet are attached hereto as Annexure A.

2. DATE OF APPOINTMENT

- 2.1. Your employment will commence on the ___st of _____ 2_____ at _____, or such other temporary site within Gauteng as may be you may be directed to perform services in the position of **[insert job title: nursing professional / wound dressing sister / paediatric nurse / nursing professional and general support staff member or coding expert or ... etc.]**;
- 2.2. This contract constitutes full time employment and is subject to the termination provisions as contained herein and further the probationary period contained herein.

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- 2.3. In the event that your services are not terminated during the probationary period, this Contract of Employment will then continue for an indefinite period of time, subject to the policies of the Practice and any lawful labour action.

3. DUTIES AND RESPONSIBILITIES

- 3.1. Your duties and responsibilities will be to [insert description – detail general nursing duties and general description if other duties, e.g. coding services, support to administrative and billing staff, office management, medical scheme liaison, etc.]

_____ . A task sheet is attached hereto as “A” and may be amended from time to time within this description.

- 3.2. During the period of your employment with the Practice, you will:-

3.2.1. Obey all lawful orders given by the Practice or by any person duly authorised by the Practice;

3.2.2. Devote the whole of your time and attention during normal business hours to the business of the Practice and such extended hours as may be required, bearing in mind that, in medical practices it is inevitable that appointments may run over time, or that emergencies or urgent matters require of you to be available to work over-time.;

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- 3.2.3. Not undertake any other employment or appointment or be concerned in any other business without prior written consent of the Practice, and you are therefore prohibited from moonlighting, undertaking contract work, agency work or working for any other entity in any capacity without the said written consent;
- 3.2.4. Undertake all work required of you by the doctors in the Practice in support of the Practice and the patients of the Practice;
- 3.2.5. Use all systems put in place by the Practice such as those relating to patient files and general filing, reporting systems, ensuring that the Practice is in full compliance with its legal and ethical duties, including where the issuing of prescriptions, confidentiality and consent are concerned;
- 3.2.6. To, insofar as it relates to a Patient and in the event of uncertainty, consult with the Patient's doctor prior to making any decision that could affect the healthcare of a patient, or when you become aware of any matter that could affect the anticipated outcome of the healthcare of a Patient;
- 3.2.7. Alert the Practice **immediately** of any issue with a Medical Scheme;
- 3.2.8. Alert the Practice **immediately** of any issue or complaint by a Patient;

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- 3.2.9. Follow the Practice Policies and Procedures for non-payment of Patient accounts (if required), and ensure that you are up to date as to the latest billing policy applied by the Practice;
- 3.2.10. The Practice may in its sole discretion from time to time after consultation and agreement with you, move you to a different position within the Practice, or second or transfer your services to any of its associated Practices, at its expense.

4. PROFESSIONAL INDEMNITY INSURANCE

- 4.1. Your signature hereto warrants that you are a registered medical nursing professional (Registration number at SA Nursing Council (SANC): _____);
- 4.2. Your signature hereto authorises the Practice to, from time to time, confirm your registration with SANC. It remains your responsibility to maintain and retain your Registration at the SANC at all times whilst employed by the Practice;
- 4.3. It remains at all times your duty and responsibility to ensure that your Professional Indemnity Insurance is paid up to date, adequate to cover your scope of work at the practice and that your registration and/or restoration and any other requisite fees with The South African Nursing Council are up to date;

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- 4.4. The Practice will not be liable for any fees due by you to the SANC and/or the cost relating to any action taken by the SANC against you;
- 4.5. You have the responsibility to inform your Professional Indemnity Insurer that you are now employed by the Practice;
- 4.6. In the event that either of the aforementioned provisions are not strictly adhered to, your employment with the Practice will cease immediately and without notice.

5. CODE OF ETHICS

- 5.1. You agree, to at all times adhere to the Code of Ethics for Nursing in South Africa as published by the Nursing Council;
- 5.2. You agree to comply with the principles of ethical decision making in carrying out your required tasks and duties; and
- 5.3. It remains your duty to ensure that you are aware of any changes made to the current Code of Ethics.
- 5.4. You will also be held to the Disciplinary Code of this Practice, and the ethical standards implied therein.

6. REMUNERATION

- 6.1. You will be remunerated on a monthly basis, which amount will be payable in arrears. The payment will be made by electronic transfer directly into your bank account.

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6.2. You will receive a gross salary of R _____ (_____) per month. This salary may be adjusted, and such adjustment should not be seen as an amendment to the extent that a new employment agreement is being entered into. Please refer below on benefits.

6.3. By your signature hereto you acknowledge that there are certain statutory deductions that have to be made by the Practice. The Practice will contribute to your UIF and make payment of your PAYE according to your salary. You will receive a monthly payslip reflecting these deductions from your Net Salary as mentioned above.

6.4. **AMEND AS IS REQUIRED:** The Practice's current policy is to review salaries annually in line with the premium increase of the major Medical Schemes used by the Practice, but the Practice is not obliged to do so every year or in any particular year **OR:** Salary adjustments are made according to the remuneration / pay progression and, if applicable, performance management policy of the Practice. Salary increases are, in general, provided at the sole discretion of the Practice, and will always be subject to the financial position and priorities of the Practice.

6.5. **INCLUDE IF DEEMED APPROPRIATE:** Bonuses and/or "thirteen cheques" may be paid at the sole discretion of the Practice, and is subject to both performance evaluations, as well as the financial position of the practice and the specific policies that govern these aspects from time to time.

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7. PROBATION

- 7.1. There will be a probationary period of **three (3) / six (6)** months applicable to your employment by the Practice. This period may be reduced or extended by agreement between the Practice and yourself, provided such agreement is reduced to writing and is signed by both parties.
- 7.2. During the probationary period, your work and performance will be evaluated against your job description and tasks, as well as feedback from patients and others that the Practice comes into contact with. Unsatisfactory performance may lead to the contract not being made permanent, and that it will be terminated at the end of the probationary period.
- 7.3. You will be advised of the outcome of each assessment session referred to in Clause 7.2 above.

8. EXPENSES

- 8.1. Should occasional expenses occur, for which you may be required to pay out of your own pocket, the Practice will reimburse you in accordance with the Practice's rules and policies in this regard. The claim is, however, subject to you obtaining prior approval for incurring such expenses for or on behalf of the Practice, and all such reimbursements will be subject to the production of valid receipts, as well as applicable tax legislation.

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9. WORKING HOURS

- 9.1. Your official hours of work are **Monday to Friday 08h00 to 17h00, constituting 45 hours of work a week**, which may be extended by 15 minutes per day up to an hour per week to facilitate servicing the public.
- 9.2. The working hours include a meal interval of 30 minutes.
- 9.3. By your signature hereto you agree that certain duties may not be left unattended, and that you may be required to perform such duties [e.g. answering the phone] during such meal interval, where there is no other employee to fulfil such duties.
- 9.4. It is recognised that the nature of a medical practice may require of your work to be undertaken without delay, due to circumstances that the practice could not foresee, and such circumstances will not constitute a breach of contract in relation to clause 9.1.
- 9.5. **[AMEND AS IS DEEMED APPROPRIATE or DELETE: EITHER TIME OFF OR OVERTIME SHOULD BE PAID. THIS WOULD NORMALLY NOT APPLY TO PERSONS WHO ARE PAID SALARIES THAT FALL ABOVE THE BCEA THRESHOLDS – MOST PROFESSIONALS WOULD NOT BE SUBJECT TO THESE PROTECTIONS AND DO NOT NEED TO BE PAID OVERTIME - always confirm as to at what employees qualify for overtime pay under BCEA]** The Practice will grant you 90 minutes' paid time off for each hour overtime worked, unless an alternative arrangement has been

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made in line with the provisions of the Basic Conditions of Employment Act. Such time off must be taken at dates and times convenient to the practice, and may not be carried over from 12-month cycle to a next 12-month cycle. **OR:** The Practice will pay overtime at the rate and for qualifying employees as is prescribed by the Basic Conditions of Employment Act.

9.6. **DELETE IF PERSON NOT UNDER BCEA [always confirm as to at what employees qualify for overtime pay under BCEA]:**

Public holidays are declared as such in terms of the Public Holidays Act 1994. The Act stipulates that where a public holiday falls on a Sunday, the following Monday constitutes a public holiday. Should you be required to work on a public holiday, you will be paid two times your hourly wage for every hour worked on such a public holiday.

10. ANNUAL LEAVE AND PROBATIONARY PERIOD

10.1. Leave is regulated by the Practice's policy as amended from time to time. In terms of that policy you are entitled to **fifteen (15)** working days leave per annum calculated from the commencement date of your employment; **[FOR Healthcare Professionals - HCPS - ONE MAY GRANT MORE LEAVE, THE MORE SENIOR THEY ARE, ETC]**

10.2. Leave entitlement accrues on a monthly basis in arrears but may only be taken on completion of a twelve (12) month cycle, the first one of which expires on the anniversary of the commencement date referred to in Clause 2.1 above. **[CHOOSE AS MAY BE APPROPRIATE OR CAN ALSO**

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LEAVE THIS OUT, ESPECIALLY IF PRACTICE WANTS ALL STAFF TO TAKE LEAVE IN CERTAIN PERIODS OF THE YEAR, IF THIS IS IN 10.3. MUST BE REVIEWED: Accrued leave not taken within three (3) months after accrual will be forfeited unless prior written consent to carry over all or part of such leave has been obtained; **[FOR HCP STAFF ONE MAY NOT WANT A LOT OF LEAVE TO ACCRUE, AS PAYING UNTAKEN AND ACCRUED LEAVE OUT ON RESIGNATION MAY BE SUBSTANTIAL!]**

10.3. Annual leave untaken during the relevant twelve (12) month period referred to above may be accumulated / accrued in accordance with the following provisions:-

10.3.1. The maximum accumulation of annual leave remaining untaken at any one time is **[AMEND – IT CAN BE LESS: thirty (30) days. This is equivalent to one and a half month's salary if they were to leave and has to be paid out]** **OR:** A maximum of 5/10 untaken leave days may be accrued over any 12 months period and carried over into the following 12-month period, and untaken leave that are beyond that stipulated in this clause will be forfeited thirty (30) days; and

10.3.2. Accumulated annual leave accrues at the salary scale applicable at the time of accrual. It is the Close Corporation's policy to make payments in lieu of leave. and, subject to 10.3.1, only becomes payable upon termination of this agreement.

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10.4. Leave must be applied for in writing in the form and manner prescribed by the Practice from time to time, and may only be taken if approved by the Practice in writing. In this regard, it is recorded that the Practice shall in its sole discretion be entitled to refuse any application for leave if the reasonable requirements of the Practice may be adversely affected by your absence on leave over such period.

11. SICK LEAVE

11.1. You are entitled to paid sick leave of up to 30 days within a three year employment cycle. Sick leave entitlements do not accrue, and only becomes applicable if an employee is truly ill or disabled.

11.2. During the first six months of employment, you are entitled to one day paid sick leave for every 26 days worked.

11.3. When you are ill for two days or longer, or it is on a Monday or a Friday, you are required to provide the Practice with a valid medical certificate stating that you are unable to work, and the duration of such absence. Such certificate has to be provided by you upon your return to work, or earlier.

11.4. You are required to immediately inform the Practice if you are unable to attend work due to any illness, in order for the Practice to make alternative arrangements. This must be done in person (i.e. telephonically) to the correct person in the Practice.

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11.5. Although the Practice will reasonably accommodate ill, disabled or incapacitated employees, your attention is drawn to the provisions of the Code of Good Practice: Dismissal, issued under the Labour Relations Act of 1995, which requires the employer to investigate unreasonably long absences and allows action to be taken based on the outcomes of such an investigation. Although this Practice respects your privacy, the legal requirement that it should investigate incapacity, means that it might be in your best interest to share the nature and extent of your incapacity with the Practice. The Practice will keep all information shared in this regard, confidential.

12. FAMILY RESPONSIBILITY LEAVE

12.1. Up to a maximum of three days' paid leave may be paid for family responsibility for employees who have been working for four months or longer for the Practice.

12.2. Family responsibility includes (and the three days do not apply to each situation, but constitutes a total number of days that can be taken per 12 month cycle):

12.2.1. Paternity leave (for fathers of new-borns)

12.2.2. Where your child is sick

12.2.3. In the event of your spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling's death.

12.3. The employer may require proof that any of the above conditions exist.

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12.4. Family responsibility leave does not accrue.

13. MATERNITY LEAVE (where applicable)

13.1. Where applicable you are entitled to four months unpaid maternity leave and you are required to inform the Practice in writing at least four weeks before you intend to commence maternity leave.

13.2. You will not be remunerated for any maternity leave taken but you may claim unemployment insurance from the Department of Labour, and the Practice will provide all reasonable assistance to you in this regard.

13.3. You may commence maternity leave at any time from four weeks before the expected birth of the child, or on a date as indicated as necessitated by a healthcare practitioner.

13.4. No employee may work for six weeks after the birth of her child.

13.5. An employee who has a miscarriage during the third trimester of pregnancy or bears a still-born child is entitled to six weeks maternity leave.

14. CONSULTING ROOMS, EQUIPMENT AND SUPPLIES

14.1. You shall have the use of the equipment and supplies of the Practice and you undertake to maintain and leave the equipment and examination rooms in good and hygienic / safe condition, subject to the correct and appropriate utilization thereof, and

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subject to appropriate training, where applicable, as well as all rules relating to health waste.

15. MANAGEMENT OF PRACTICE

15.1. The Practice shall retain the general management of the affairs of the practice but may delegate such authority to you as it may deem fit.

16. SECRECY AND CONFIDENTIALITY

16.1. You will keep all information and knowledge relating to the Practice and its Patients acquired by you during the period of your employment confidential and not disclose any such information either directly or indirectly to any person either during or after the termination of your employment.

16.2. You are required to sign such further secrecy or confidentiality undertaking as the Practice may in the normal course of its business from time to time require and abide to the Practice's Policies and Procedures in this regard. You have to note that this matter is governed by various laws and the ethical rules of the SA Nursing Council, and breaches may have far-reaching implications for patients and the Practice.

17. PRACTICE PROPERTY

17.1. All catalogues, correspondence, computers, computer software, letters, memoranda, note books, prescription pads, appointment books, order books, patient files and lists, price lists, documents, papers, goods, samples, equipment and any other articles of

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any kind whatsoever, will belong to and remain the property of the Practice, both during your employment and after your termination of your employment, at which time you will deliver to the Practice all such items in your possession with the assurance that no such articles remain in your possession.

18. BENEFITS

17.1 The Practice does not have an employee pension scheme nor does it pay contributions towards a pension scheme for employees.

17.2 The Practice does not provide an employee with medical scheme cover, nor does it pay contributions towards private medical schemes or any health insurance.

17.3 You are advised to provide for your retirement and health insurance out of the cost-to-company salary provided above.

18 GRIEVANCE PROCEDURE

18.1 Should you feel aggrieved by any matter, you may lodge a grievance in accordance with the Practice's grievance policy and procedure.

19 DISCIPLINARY PROCEDURE

19.1 Your attention is drawn to the Disciplinary Policy of the Practice. In general, misconduct, incapacity, incompetence and/or poor work performance could all lead to disciplinary action been taken against you. In this, the Practice will follow its policy and

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procedures, which is set in accordance with the law. As a nursing professional you are held to high standards of ethics, behaviour and competence.

20 HEALTH AND SAFETY

20.1 You are reminded that you have a duty to observe all Health and Safety rules and regulations, including those operating within any other facilities where you may find yourself during the course of your employment. It is your duty to take all reasonable care to ensure your own safety and that of others, including patients and their companions.

20.2 Should you become aware of any unsafe practice, any hazard to staff and/or patients, any security concern or any matter that could pose a risk to the Practice, its staff, patients and members of the public, please advise the Practice without delay.

21 TERMINATION

21.1 On the termination of this Contract of Employment, you should return all Practice property in your possession. Failure to return Practice property and/or the use of this in an unauthorised manner will result in the Practice taking steps to recover any resulting loss or damages it incurs or act on any unauthorised access or use.

21.2 You are required to give the Practice, the following notice in writing, as follows, and the same obligation is placed on the employer:

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21.2.1 Up to 6 months complete service:

one week

21.2.2 After 6 months complete service and up to one year:

two weeks

21.2.3 After one year of service:

four weeks

21.3 Where a public holiday concurs with the period of notice, it will form part of the notice period.

21.4 The Practice may pay you in lieu of giving notice.

21.5 In the event that you are dismissed, no notice period will apply.

21.6 No severance pay will be paid outside that governed by the provisions of the law in the specific circumstances set by labour legislation (e.g. retrenchments), or a competent legal forum.

21.7 This agreement terminates on the date that you reach the age of 65 years of age.

21.8 All amounts legally payable to you will be paid upon termination of this agreement.

22 RESTRAINT OF TRADE

22.1 You will not practice medicine within a radius of 5 (Five) kilometres of the address of the Practice for a period of 12 (Twelve) months after termination of this contract of Employment. **[DELETE FOR NURSING STAFF, UNLESS THERE MAY BE A RISK THAT THE**

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PERSON MIGHT TAKE PATIENTS FROM THE PRACTICE OR UNDERMINE THE PRACTICE]

22.2 You agree that this restraint clause is reasonable and is enforceable.

23 GENERAL

23.1 The onus is on you at all times to acquaint yourself and keep yourself acquainted with all policies and procedures pertaining to your employment with the Practice;

23.2 Upon acceptance of your employment with the Practice you will be subject to the Policies put in place from time to time except insofar as those policies relate to leave, which is regulated by this Contract of Employment;

23.3 The Practice will ensure that all resources required in order for you to perform your duties under this Contract of Employment will be provided to you by the Practice and you have to take all reasonable care with such resources;

23.4 You are also expected to be familiar with the operating procedures and policies of the practice in relating to patient appointments, medical schemes and debt collecting and reports to patients and third parties, etc.

23.5 You are required to complete and return to the Practice at the commencement of your employment a signed copy of this Contract of Employment

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We take this opportunity to welcome you to the Practice and we look forward to our working together.

Yours sincerely.

For PRACTICE

Name:

I hereby accept employment with the Practice on the terms and conditions recorded in this Contract of Employment, which I acknowledge I have read and understood.

DATED at _____ on this _____ day of _____ 20__.

EMPLOYEE

ANNEXURE A:

Task sheet for the job of [insert]:

1. [describe task, frequency and standard at which task must be performed]
2. [describe task, frequency and standard at which task must be performed]

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3. [describe task, frequency and standard at which task must be performed]
4. [describe task, frequency and standard at which task must be performed]
5. [describe task, frequency and standard at which task must be performed]
6. [describe task, frequency and standard at which task must be performed]
7. [describe task, frequency and standard at which task must be performed]

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