***Disclaimer****: This Agreement is a template only intended to assist physicians when hiring an employee. This Agreement does not and is not intended to deal with the various legal, professional and business issues relevant to a group practice and should not be taken as legal advice.*

[NAME]

[MAILING ADDRESS]

[EMAIL ADDRESS]

[DATE]

PRIVATE AND CONFIDENTIAL
Re: Letter of Employment – [POSITION TITLE]

Dear [NAME]:

We are pleased to offer you the position of [POSITION TITLE] with [CLINIC NAME] (the “Organization”), reporting to [MANAGER POSITION TITLE]. Please review the terms and conditions of your employment set out below and confirm your acceptance by signing this letter and returning it to [CLINIC NAME] by [DATE].

1. **Position and Start Date**
	1. The Organization will employ you in the [PART TIME/FULL-TIME/CASUAL] role of [POSITION TITLE] [for X hours per week (if part time)]. This position is a [PERMANENT/FIXED TERM]role. You will commence on [START DATE]. Please refer to schedule A for a full overview of the position’s duties and responsibilities.
	2. During the first [THREE (3) OR SIX (6)]months of your employment [DATE – DATE], you will be subject to a probation period during which time your performance will be evaluated. Your employment may be terminated at any time during this period without notice or with payment in lieu.
2. **Hours of Work**
	1. Your work week will consist of [NUMBER OF HOURS] hours per week. Our typical hours of work are from [Monday to Friday], [height (8)] hours per day with a [one (1) hour] [PAID/UNPAID] lunch break.
	2. Your schedule will be discussed with your supervisor [NAME], [POSITION]**.**
	3. The Organization needs to remain flexible to the changing business needs and, as a result, may need to adjust your hours of work with reasonable notice. These adjustments may include changes to your start and finish time.
3. **Compensation**
	1. You will be paid an [ANNUAL SALARY/HOURLY WAGE] of [$], less applicable withholdings, deductions and remittances (the “Salary”), in accordance with the Organization’s regular payroll practices.
	2. Overtime is paid in accordance with the clinic’s overtime policy and outlined in the [Staff Manual/Employee Handbook].
4. **Paid Time Off**
	1. You are entitled to [X] days of paid vacation per fiscal year. Accrued vacation days must be taken within each fiscal year. There will be no carryover of vacation days into the next fiscal year. You will schedule your vacation at such time or times that are mutually agreed upon with your supervisor and subject to the rules of the Organization.
	2. Statutory Holidays will be paid in accordance with the Employment Standards Act of New Brunswick.
5. **Group Benefits (If Applicable)**
	1. As of [DATE], you will be entitled to participate in the Company’s Employee Benefits Program, in accordance with the terms of the plan. Benefits are paid in accordance with the Organization's benefit policy outlined in the [Staff Manual/Employee Handbook].

OR

* 1. In lieu of a benefits package, you will receive an additional [X] % on your hourly wage to represent pay in lieu of benefits.
1. **Sick Leave (If Applicable)**
	1. You are entitled to a maximum of five (5) [UNPAID/PAID]days of sick leave per fiscal year. [(The following statement is optional if you choose to pay sick days) Unused sick leave will not be paid out and cannot be carried over to the next fiscal year].
2. **Confidentiality/Privacy**
	1. It is essential to our success that the business and affairs of the [Clinic Name] be kept in strictest confidence and that all employees abide by [PHIPAA] regulations and clinic [ e.g., use of technology, privacy and confidentiality...] policies. Accordingly, you shall not, either during or after your employment, disclose to any third-party information concerning the business and affairs of the [Clinic Name] except in strict accordance with policies on the release of confidential information. Disclosure of confidential information can result in your employment's immediate termination for just cause.
3. **Policies & Procedures**
	1. You must comply with all Organization policies and procedures as established and amended; however, such policies and procedures do not form contractual terms and may be amended without notice. You must comply with all lawful directions of Organization and follow all workplace policies and procedures and with Organization rules, regulations, polices, practices and procedures, as amended. For clarity, Organization reserves the right to revise, supplement, or rescind any of its policies, practices, and procedures at any time as it deems appropriate in its sole and absolute discretion. It is your responsibility to familiarize yourself and remain up to date with Organization policies and procedures.
4. **Termination of Employment**
	1. Your employment may be terminated, without further obligation or liability on the part of the Organization, in accordance with one of the provisions below:
		1. You may resign your employment by providing at least [X] weeks' written notice of resignation. Upon receipt of your written notice or resignation, the Organization may, in its sole discretion, earlier terminate your employment, in which case the Organization will pay to you the wages, in lieu of notice of termination, required to be paid to you by the Employment Standards Act; or
		2. The Organization may terminate your employment for just cause at any time without notice, payment in lieu of notice, or other compensation; or
		3. The Organization may terminate your employment at any time without cause, by providing you only with the minimum amount of notice or payment in lieu of notice (or a combination thereof) as required by the Employment Standards Act.
5. **Conflict of Interest**
	1. A conflict of interest exists when your personal interests, including those of family members, conflict with or could reasonably be seen to conflict with the duties of your position with the Organization and its best interests. You agree to avoid placing yourself in a position of conflict of interest. Should a potential conflict of interest arise, you agree to immediately disclose the potential conflict to your supervisor and cooperate fully with any safeguard that is implemented to address the potential conflict.

We are excited about your new role and look forward to working together.

Sincerely,

[SIGNATURE]

[NAME]

[TITLE]

[CLINIC NAME]

I **[EMPLOYEE NAME]** have read, understand, agree, and accept the terms and conditions of employment as outlined in this Agreement.

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Employee Signature Date