

Draft Contract of Employment for a Practice Nurse
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 Nurse” with [INSERT NAME AND ADDRESS OF PRACTICE] herein after called “The Practice” that the Nurse shall be employed as a Practice Nurse.

The Nurse hereby confirms that he/she:

- (a) Is a nurse registered with An Bord Altranais.
- (b) Is free from any disability or disease which will render him/her unsuitable to hold an appointment such as that provided by this Agreement and is in a state of health such as would indicate ability to render regular and efficient service.
- (c) Is of good character.
- (d) Is not the subject of any An Bord Altranais/Fitness to Practice investigation or enquiry which has not been disclosed (in writing) to the Principal or has not had their registrations restricted in any way (other than as previously disclosed to the Principal in writing) by the An Bord Altranais.

PERMANENT CONTRACT OF EMPLOYMENT

1. It is agreed that this is a permanent contract of employment between the parties.

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

3. The Nurse'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 nurse will be expected to work permutation or combination of shifts designed by the Practice to meet patient needs.

The Nurse 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 Nurse works such overtime he/she will be paid at [INSERT OVERTIME RATE].

The Practice reserves the right to change the normal start and finish time of the working week from time to time to meet patients' needs.

PLACE OF WORK

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

DUTIES AND OBLIGATIONS

5. [INSERT THE USUAL DUTIES EXPECTED OF A PRACTICE NURSE]

During the period of his/her employment hereunder the Nurse 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 Practice without previous consent.
- (c) Not disclose (except to the Principal or to any persons having lawful authority to acquire such disclosure) any professional secrets or any information with respect to the Practice's Doctors or their family, patients, practice or affairs or any directions given to the Nurse by the Practice.
- (d) Keep and render and provide to and for the doctors of the Practice 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 Practice's account and forthwith pay all money so received to the Practice without any deductions except such as are authorised to be made.
- (e) Not to carry on or be engaged in a nursing practice nor give any nursing advice either gratuitously or for reward on his/her account or in the course of other employment without the first obtaining written permission from the Practice.

- (f) Inform the Practice of any complaint made to An Board Altranais in relation to the him/herself and inform the Practice of the progress of any complaint and of any order, directions, findings made in relation to such a complaint.

FLEXABILITY

6. The Nurse 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 PRACTICE ADDRESS]. Employees are also expected to display and take initiative in relation to their positions and the work carried out.

REMUNERATION

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

ANNUAL LEAVE

8. The Nurse 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 nurse's employment that he/she submits as required to periodic medical examinations.

SICK LEAVE

10. If the Nurse is absent due to illness he /she is required to notify the Practice 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 Nurse is not entitled to be paid during any period of absence due to illness to injury.

MATERNITY LEAVE, PATERNITY LEAVE, ADOPTIVE LEAVE AND FORCE MAJURE LEAVE

11. The Nurse 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 Nurse. Such expenses must be agreed in advance before the expenses are incurred. [INSERT

WHO PAYS FOR ANY CONTINUING PROFESSIONAL DEVELOPMENT OF THE NURSE]

SEARCH

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

SMOKING

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

TERMINATION

15. In the event of the Nurse having his/ her name removed from the Register of An Bord Altranais or have his/her continuance in practice made subject to material conditions fixed by the High Court and/or An Bord Altranais then this contract may be terminated forthwith by notice in writing to the Nurse.

In the event of the Nurse:

- Being declared a person of unsound mind; or
- Becomes incapable of discharging his 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 Practitioner.

The Nurse may be suspended on pay pending the outcome of any investigation and/or disciplinary hearing and further may be suspended with pay pending the outcome of any complaint to An Bord Altranais. If however the Nurse is suspended from the Register and/or undertakes not to practice then the Nurse may be suspended without pay.

DISCIPLINARY PROCEDURE

16. Without prejudice to Clause 15 above the disciplinary procedure operated by the Practice is attached to this contract at Appendix A and this is the procedure that shall be utilised in relation to the Practitioner should the need arise¹.

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

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

¹Please ensure same is attached and signed

INFORMATION TECHNOLOGY POLICY

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

PRACTICE POLICIES AND HEALTH AND SAFETY

19. The nurse is obliged to comply with the Practice's policies and health and safety rules as may be amended from time to time.

CONFIDENTIALITY

20. The Nurse 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 confidential information concerning the Practice or any patients of the Practice. On termination of his/her employment the Nurse must return all notes, memoranda or other documents concerning the Practice 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 Nurse shall during and after his employment respect patient confidentiality in relation to all patients of the Practice.

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 Practice 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].

SIGNED by the Principal
in the presence of:

SIGNED by the Nurse
in the presence of:

²Please ensure same is attached and signed

³Please ensure same is attached and signed