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## 3. Negotiating a Fair Employment Agreement

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## Negotiating a Fair Employment Agreement

A written employment agreement documents the relationship between the physician and practice. When first presented, it typically favors the employer. The physician must read, understand, and typically propose revisions. He or she may wish to review the employment agreement with an attorney, management consultant, or other qualified advisor to gain a clear understanding, identify risks, and develop a negotiation strategy.

The general educational goal of the employment agreement curriculum is to identify potential risks to employees and become familiar with techniques for negotiating fair agreements. The course text describes each component of typical employment agreements, along with examples of favorable and unfavorable language. A specimen agreement illustrates what NOT to include in an employment agreement. A dissection of the risks and a more agreeable revision appears in the Appendix.

Residents' interest in practice opportunities grows as they approach the completion of their training. Your program's faculty and alumni, and physicians in the community, can share their experiences and insights to allay your residents' anxieties.

Sample

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## Lesson Plan: The Employment Agreement Overview

### Educational goal

Participants will identify the components of employment agreements, potential risks, and negotiating techniques.

### Activities

Participants read Chapter 3: Negotiating a Fair Employment Agreement and participate in a lecture-discussion.

The instructor conducts a lecture-discussion on the organization and contents of physician employment agreements.

Participants complete Test: Negotiating a Fair Employment Agreement.

### Hours of instruction

2:00 including reading

### Scheduling guidelines

Summer to Winter of GY-3

### Notes

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## Test: Negotiating a Fair Employment Agreement

1. When entering employment agreement negotiations
  - a. Get an aggressive lawyer to negotiate on your behalf
  - b. Prepare for a battle over every point
  - c. Don't expect to change much
  - d. Work toward a win-win outcome
  - e. a & b above
2. The employment agreement's description of your duties
  - a. Should be in broad, general terms
  - b. Should specify the minimum number of hours you are required to work
  - c. Should outline your duties, including and excluding specific services, as appropriate
  - d. Should precisely describe your call schedule
  - e. Should not indicate the locations where you will practice
3. The employment agreement's description of your compensation
  - a. Should state your base salary, if any
  - b. Should precisely describe how your productivity incentive, if any, will be calculated
  - c. Should offer the choice of being paid by cash, check, or direct deposit
  - d. Should express your compensation as an hourly or daily rate
  - e. a & b above
4. Your benefits may be described
  - a. In the body of the agreement
  - b. In an appendix, attachment, addendum, or exhibit to the agreement
  - c. In a separate benefits document or handbook
  - d. In a separate letter to you
  - e. Any of the above, so long as the benefits are described in writing
5. The employment agreement should describe how your employment may end
  - a. At the conclusion of the initial or renewal term
  - b. By mutual consent
  - c. By the employer or employee, with cause
  - d. By the employer or employee, without cause
  - e. All of the above

6. A restrictive covenant may prohibit you from
  - a. Practicing medicine within a defined geographic area
  - b. Soliciting your former practice's patients
  - c. Employing your former practice's staff
  - d. Interfering with your former practice's relationships with others
  - e. Any of the above

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