

# Relief Veterinary Services Employment Contract



This employment contract dated this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ for  
Contract dates from \_\_\_\_\_ to \_\_\_\_\_ is made

## BETWEEN:

*Micronesian Exotic Animal Specialty Service, Inc.*

D.B.A. *Wise Owl Animal Hospital*  
(Hereinafter, referred to as “employer”)

-----AND-----

**Dr. First & Last Name**

(Hereafter, referred to as the “employee”).

## BACKGROUND:

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- A. The employer is duly incorporated, organized and existing under the laws of Guam.
- B. The employer is of the opinion that the employee has the necessary qualifications, experience and abilities to assist and benefit the employer in its business.
- C. The employer desires to employ the employee and the employee has agreed to accept and enter such employment upon the terms and conditions set out in this agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt, and sufficiency of which is hereby acknowledged, the parties of this Agreement agree as follows:

## EMPLOYMENT AND DUTIES:

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### Position and Title

The employee’s title will be Relief Veterinarian. This is a full time position.

### Start Date

The employee will start working on **Month Day, Year**, or other mutually agreed start date. This contract will be valid **for number days** ending on **Month Day, Year**.

The employee must acquire **ALL** the following items **PRIOR** to start of employment. It is the employee’s responsibility to acquire these in a timely manner. Employer will provide assistance when it can, but ultimately it is the employee’s responsibility to acquire and maintain all proper licensure. Employment is dependent and pending the issuance of ALL of the following to the employee:

1. Guam Veterinary License
2. DEA license specific for use at MESS  
Micronesian Exotic Animal Specialty Services  
Dba Wise Owl Animal Hospital  
705 South Marine Corps Drive  
Tamuning, GU 96913  
671-646-2273 671-646-2264 FAX www.WiseOwl.net
3. Guam CSR (Controlled Substance Registration)
  - a. Acquired from the DPHSS in Guam - **after** obtaining a Guam Veterinary license, with the same location and information as for the DEA.
4. USDA Category II Accreditation.

## Duties and Responsibilities

The employee agrees to perform such duties as may be determined and assigned by the owner(s). The employee shall faithfully adhere to the ethical principles of the veterinary profession and shall avoid all personal acts that might injure the professional and/or personal reputation of the hospital or its owner(s). The employee shall practice medicine to the highest level of her/his skill, at the clinic(s) operated by the employer. She/he shall do and perform all services, acts, or other items necessary or advisable to fulfill the duties of the position as described in the Veterinarian Job Description (Appendix A). The employee shall be obligated to maintain all licenses and accreditations through the duration of this Agreement.

The employee shall observe all rules established by the owner governing the rendering of patient care and shall abide by the decisions of the owner with regard to the diagnosis and treatment of any patient. She/he shall at all times be subject to the direction of the owner. In no instance shall the employee be required to perform what she/he feels compromises her/his best professional judgment or ideals.

The employee agrees that, to the best of her/his ability and experiences, she/he will at all times loyally and conscientiously perform all duties and obligations required of her/him either expressly or implicitly by the terms of this agreement.

## Reporting Lines

In order to establish and maintain high quality patient care, high quality employee relationships, and moral, MESS establishes specific lines of communication. Relief Veterinarians need to know the chain of command and to whom they can take complaints, suggestions, problems, and/or any other items of concern.

Relief Veterinarians report directly to the chief of staff, Dr. Joel Joseph DVM. He is the immediate supervisor for all veterinarians. Personal conversation, written ideas, and email communications are all acceptable. Alternatively, should the chief of staff be off island during the time of this Agreement, problems can be referred to the associate veterinarians and/or the hospital administrator.

### Relief Veterinarian Performance Review

The chief of staff, hospital administrator, hospital manager, and associate veterinarians will review the work performance of the relief veterinarian. The meeting will be conducted by Dr. Joel Joseph or another associate veterinarian and the hospital administrator in a confidential manner and will use specific examples and constructive criticism where appropriate. A letter of reference will be given to the relief veterinarian within one month of completion of the relief services.

## TERMS:

Except in the case of earlier termination, as hereinafter specially provided, the term of this contract shall be **Number of days** from the first working day.

## Work Schedule

The relief veterinarian is to work a schedule of a minimum of forty (40) hours per week. Weekend work will be rotated. Work weeks of approximately 45-50 hours, including history, documentation, patient care, case research, etc. should be expected. If 50-hour work weeks occur frequently the employee may request for additional compensation in equivalent time off and/or schedule changes during the time of this Agreement. The employee is to have treated all animals, to have performed all necessary work, to have updated all medical records, and to have made all necessary phone calls before leaving for the day.

If one associate veterinarian is off island; excess work hours (> 45) are to be routinely expected. Compensation with equivalent time off, or financial compensation may be arranged at employee's preference.

MESS believes in the benefit of consecutive days off. Ideally, a standard work-week would involve contiguous days of work and consecutive days off. Schedules will alternate, as all veterinarians are required to do their share of weekend work. Alterations to meet individual (yours and others) needs/desires will result in less than the ideal schedule. MESS will do everything possible to meet individual preferences/needs; however the quality of patient care is foremost. The outpatient hours or surgical schedule are set up for the convenience of our patients, not our employees. The employee will be granted a 30 minute lunch at an appropriate time given the needs of the hospital. Longer breaks may be approved in advance by the chief of staff or associate on duty based on the daily needs and schedule of the clinic.

Each doctor will cover for the other in the event of sickness, disability, or authorized absence from the practice.

The employee is expected to be able to perform time management effectively. The employee is required to arrive at work on time, and fully prepared to assume her/his duties. MESS operates on a policy that if employees are 10 minutes early they are on time, if they are on time they are late. Professional staff is expected to set an example in regards to this type of behavior. All tardiness will be dealt with according to the policies detailed in the employee handbook.

### Emergency Duties

The chief of staff is responsible for on-call emergency duties on a regular day-to-day basis. However, if the employee desires extra monetary compensation, covering such emergency service is a possibility. The employee is only required to be available for on-call emergency services when Dr. Joel Joseph is off island. At these times, the responsibility for on-call emergency services will first be offered on a volunteer basis, then rotated. The employee is required to answer emergency phone calls when on emergency duty; however they are never required to see or treat emergencies off hours.

MESS requires a \$250 USD emergency fee for all cases seen during closed business hours. We require a \$600 **minimum** deposit if the emergency is significant enough to warrant hospitalization. This deposit is inclusive of the \$250 emergency fee. MESS does not charge for emergency phone calls.

For all on call emergencies, the employee will receive 50% commission on *“collected and charged services”* during their emergency shift. Commissions are only paid on fees charged *and collected at the time of the emergency*. Fees collected at a later date or time do not qualify for commission, nor do fees charged post the time of the emergency (continued care on following days). Payment of commissions for emergency services will be made at the regular pay periods and is contingent upon the timely submission of all emergency paperwork. Commissions will only be paid once paperwork is submitted. The employee has until the end of the pay period to submit such paperwork.

### Fees

The employee must seek approval of any and all discounts, in advance, by the chief of staff. The employee will continue to need approval to make discounts until such time as the chief of staff believes the employee understands when and under which circumstances discounts are and are not given. Any unapproved amount shall be deducted from the employee's paycheck immediately following the discovery of such a discount. During normal hospital hours, the fees will be collected by the front office staff and technicians, and by no one else. The employee is expected to explain fully the treatment and established costs to the client, and the final fees accumulated, thus assisting in their collection.

### Meetings, Training Sessions, and Activities

#### Staff Meetings

Staff meetings are held an average of once a month for 3.5 hours. Food is provided by MESS every other meeting, alternating with staff provided potluck. If the meeting is held on a non-Sunday, the clinic will close early to assure all staff can attend on time. Staff meetings are mandatory for all employees.

Staff meetings are often training sessions. Presentations, changes in protocol, and other items discussed at staff meetings are applicable immediately following the meeting. Professional staff are encouraged to make presentations at the meetings. Any problems discussed at staff meetings are done so without identification of individuals who may or may not have done inappropriate actions.

#### Veterinary Meetings

The hospital administrator holds meetings throughout the year for all veterinarians. The employee is required to attend meetings with the chief of staff and the hospital administrator should such meetings occur during the time of this Agreement. The employee may also request a meeting as needed.

#### Staff Activities

Staff planned activities occur every other month and hospital sponsored events occur throughout the year. The employee is expected to attend these events. Employee may request permission from the hospital administrator not to attend such meetings if made at least two (2) weeks in advance.

### Moonlighting

Moonlighting is defined as working at *any* other job, besides her/his position at MESS whether veterinary associated or not, during the contractual period.

The employee shall devote such time and attention as necessary to adequately perform his/her duties during the period of this agreement. Relief veterinarians are permitted to engage in moonlighting with *advance* written agreement from the chief of staff and hospital administrator. Any and all revenues earned by the employee from the practice of veterinary medicine on or off the hospital premises, belong to the hospital, the same being part of the entitlements of the hospital as a result of its salary payments to associate called for by the terms of this agreement.

Depending on the nature of the moonlighting, MESS reserves the right to deny approval of such activity at its sole discretion. Failure to adhere to this clause may result in termination of this Agreement.

### Non-Compete Clause

MESS does not require any non-compete clause(s) prior to, or post-employment with MESS. We feel such action is not in the best interests of the employer or the employee. The employee should and will be allowed to work wherever they desire before/after their MESS contractual obligation(s). MESS aspires to establish a work environment in which the employee enjoys work, and the resultant employee compensation is adequate enough to retain her/his employment.

### Reimbursements

All receipts for reimbursement of any kind must be turned into hospital administrator prior to pay period end date to receive reimbursement.

### Appearance

The employee shall dress neatly and in accordance with her/his professional status and the established dress code for veterinarians at this hospital. Smoking and chewing gum or other materials is expressly forbidden in the facility or on hospital property.

### Ownership of Medical Records

Medical records including treatment cards, laboratory results, radiographs, etc. are the property of the hospital, not the associate. Removal of said records is grounds for immediate termination of this contract.

### Personal Property

The employee shall provide the hospital with a list of all equipment, supplies, instruments, and books brought to the practice by the employee, collectively the "employee's property" which shall remain the property of the employee.

### Disclosure of Information

The employee recognizes and acknowledges that the names and addresses of the hospital's clients and patients are confidential proprietary information of the hospital. The employee will not, during or after the term of the employment, disclose these names or addresses to any other firm, corporation, association, or other entity for any reason or purpose whatsoever, without the prior written consent of the owner.

Further, the employee shall be deemed to have violated this covenant if she/he solicits or contacts any patient of record of the hospital post-employment.

## COMPENSATION:

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For all the services to be rendered by the employee in any capacity hereunder, the hospital agrees to compensate the employee in the following manner.

### Pay

As compensation for her/his full time relief veterinary services hereunder, the employee shall receive a weekly pay of **\$Amount USD**, payable every two weeks by check. At the end of the fiscal year, the employee will receive a 1099 for tax purposes.

### Group Benefits (Health care)

Relief Veterinarians do not qualify for Wise Owl Animal Hospital group health insurance benefits.

### Veterinary Malpractice Insurance

Relief veterinarians do not qualify for paid veterinary malpractice insurance. The business maintains malpractice insurance for itself, not the employee. Relief veterinarians are encouraged to make their own determination of whether malpractice insurance is applicable.

The employee shall provide personal liability insurance insuring the employee for professional errors, omissions, negligence, incompetence, license defense, and malfeasance which will be supplied to the owner at time of employment. The hospital shall not carry professional liability insurance on the employee, as noted above.

The employee is responsible for her/his own disability insurance if desired.

### Disability

If during the term of this agreement the employee should fail to perform his/her duties on account of illness or other incapacity and such illness or other incapacity shall continue for a period of more than two days, the hospital shall have the right to suspend his/her wages until fully able to perform all of the duties. In the event that said illness or other incapacity shall continue for more than five (5) days, the hospital shall have the right to terminate this Agreement. In this event, the hospital shall be obligated to pay the employee his/her compensation up to the date of the suspension.

### Travel Expenses

Airfare and Transportation to/from Guam:

Initially, the employer shall provide one-way air travel expenses for the employee from her/his current residence to Guam. Payment for other family members will not be provided.

The employer will have the first opportunity to schedule and pay for all flights. The employer will also pay the "return" airfare expenses of the employee to the destination of their choice upon **completion** of the contract. If the employee does not complete the contract in full, "return" airfare will be solely at employee's expense.

### Retirement:

Relief veterinarians do not qualify for retirement benefits.

### Continuing Education:

Relief veterinarians do not qualify for CE allowances.

### Professional Veterinary Licenses and organizations:

The employer agrees to reimburse associated dues/fees for the employee's:

1. Guam Veterinary License (including application fees and mailing fees)
2. DEA license (specific for use at MESS)
3. Guam Controlled Substances (CSR) license, and any other professional license(s) required to practice Veterinary Medicine in Guam
4. Licenses and permits for work in the outer/remote islands

The employee is encouraged to maintain at least one and preferably two veterinary licenses in locations outside of Guam. License fees for any and all licenses not directly required for practicing in Guam will be NOT be reimbursed. It is understood that Veterinary licensure in other states/countries are NOT a reimbursable fee, even if such licensure is required for initial or re-licensure in Guam.

### Vacation Time and Personal Time Off (PTO)

The terms PTO, vacation time, annual leave, sick leave, etc. all mean the same thing and are not separate items

Relief veterinarians do not qualify for vacation pay.

### Outer Islands Work

The employee may be given the opportunity to do work in the more remote outer islands of the Western Pacific (and elsewhere). MESS will pay round-trip airfare in advance. Significant others are permitted to join the employee, but at the employee's expense.

Housing will be at the clinic of Pacific Island Veterinary Services (PIVS). Employee is free to pay for other accommodations. Employee will officially be working for PIVS – a non-profit NGO based in Pohnpei, FSM. Employee will be on loan from MESS to PIVS.

### Company vehicle

The employee will be offered a company vehicle for business and personal use. The employee may choose this vehicle from available designated company vehicles. The Employer will be responsible for insurance and licensing of the vehicle. The employee will be responsible for all regular maintenance and damage not covered by insurance.

The employee will be financially responsible for damage(s) to the vehicle above and beyond any insurance payment. The computer will remain the property of MESS at the end of the contract.

### Computer

The employee will be entitled to the use of a computer for all business needs. This may or may not be a portable computer, but will be supplied by the employer. The computer will be compatible with the computer systems of the clinic(s). High speed broadband Internet access at all MESS facilities will be provided at the expense of the employer.

The computer will remain the property of MESS at the end of the contract.

### Smart phone

Employee will be supplied with a smart phone compatible with MESS computer system(s) at the expense of the employer. The phone will have unlimited local text, local calling, and local Internet access. The employee will pay any roaming fees and long distance charges. If the phone is lost or damaged immediate replacement will be solely at the expense of the employee.

The phone will remain the property of MESS at the end of the contract.

The employee may choose to use their own equipment and not accept the MESS vehicle, cell phone and/or computer offered by MESS. No financial or other compensation will be given should the employee not accept the equipment offered by MESS.

### Pet Care

Veterinary service for the employee's owned pets will follow the same policy as the hospital employee manual. If services are provided during non-working hours by employee or other staff veterinarians, such as during lunch, before or after office hours, veterinary services will be provided for costs of materials. If services are provided for employee's pets by other veterinary contractors, employee will incur costs of services as charged by the hospital employee manual for veterinary service discounts for associated fees. The hospital administrator will determine the costs and fees occurred and provide an invoice to associate. All balances on associate's account will be deducted from the next payroll period.

The employee may apply employee discounts to a maximum of three (3) of their own pets. Any employee who tries to apply the employee's discount to an animal not owned by employee, even once, will void this benefit permanently and irrevocably.

### Maternity/Paternity Leave:

Relief veterinarians do not qualify for maternity/paternity leave.

### Housing

Employee will receive housing provided by MESS for the duration of this contract. Ordinarily this will be in the apartment owned by the practice, and used primarily for relief Veterinary services. The apartment is fully furnished and comes complete with Internet services. The apartment is located about 10 minutes from the clinic and is centrally located on the island. The Employee will have full access to the pool, laundromat, and other amenities of the apartment complex as made available by the complex. If for some reason this location is not available, equivalent housing will be arranged.

If the housing is not suitable for some reason, alternate accommodations may be arranged. MESS wants our employees to be happy and comfortable, within reason and within equitable cost, with basic living arrangements.

The employee is responsible for any/all damage to any housing provided by MESS beyond usual wear and tear. An inventory of items in such housing will be provided for the employee and a check out inventory will also be done.

## TERMINATION:

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The employer or employee may terminate this agreement at any time without cause upon SIXTY (60) days notice to the other party, and the employer shall be obligated to pay the employee the compensation due up to the date of termination only. Such termination shall not prejudice any other remedy to which the terminating party may be entitled either at law, in equity, or under this agreement.

The employer may discharge the associate for: dishonesty, incompetency, intoxication or impairment by virtue of drug usage, insubordination, or malpractice.

In addition, the employee may be discharged for any of the following reasons:

1. The suspension, revocation, or cancellation of the employee's right to practice veterinary medicine in Guam, or the suspension, lapse, or cancellation of the employee's professional liability insurance.
2. The imposition of any restrictions or limitations by any governmental authority having jurisdiction over the associate to such an extent that he/she cannot engage in the professional practice for which he/she was employed.
3. The employee fails or refuses to faithfully and diligently perform the customary duties of employment and adhere to the provisions of this agreement.
4. The employee fails or refuses to comply with the reasonable policies, standards, and regulations of the hospital, which from time to time may be established.
5. The employee is found guilty of professional misconduct by any professional organization having jurisdiction.
6. A receiver, assignee, or trustee in bankruptcy is appointed for the employee, or a petition under the Bankruptcy Code is filed against the employee.
7. The employee dies or is otherwise unable to perform his/her assigned duties under this agreement. In this event compensation due for time worked will be paid to the employee's spouse or closest relative.
8. The employee violates any of the terms as stipulated under this agreement.

In the event of termination of this agreement prior to completion, the employee shall be entitled to compensation earned by her/him prior to the date of termination up to and including the date of termination. The employee shall be entitled to no further compensation. Any unpaid benefits will be either added or subtracted – as appropriate - from the last paycheck(s). The additions/subtractions will be prorated and based on actual cash value of the item(s). There is specifically, to be no consideration for unused vacation time or unused CE time (or associated allotments of time/money).

The employee will receive a detailed accounting of all monetary and non-monetary considerations.

## Settlements of Disagreement

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If there is a disagreement between the employer and the employee, then parties agree to meet and confer, in good faith, in any effort to resolve the disagreement. If a mutually agreeable outcome is not reached, then a mediator may be hired to facilitate a good discussion and the reaching of a mutually agreeable outcome. In the event that mediation is unsuccessful, any controversy or claim arising out of, or related to this contract, or any breach thereof, shall be settled by arbitration administered by Pacific Arbitration and Mediation Serviced under its Arbitration Rules. The number of arbitrators shall be one, and the place of arbitration shall be in Guam. Judgment on the award may be entered in any court having jurisdiction thereof.

## NOTICE:

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Any and all notices referred to herein shall be sufficient if furnished in writing and sent to the parties at the addresses subscribed below following the signatures to this agreement or to the last addresses furnished to the hospital.

The relief veterinarian shall function as an employee during the **number of days** period of time as stipulated by the terms of this agreement. This agreement contains the sole and entire agreement of the parties with respect to the subject matter thereof. Any and all prior discussions, negotiations, commitments and understandings relating thereto are merged herein.

This agreement may be changed only by a written amendment signed by both parties.

I, \_\_\_\_\_, D.V.M., DECLARE that I have read and understand the terms and conditions of the employment position description herein.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of employee*

Dr. Sir Joel Joseph DVM BS VS signing for M.E.S.S.

I Dr. Joel Joseph, on behalf of Wise Owl Animal Hospital DECLARE that the terms and conditions of the employment position described herein is offered to **Dr. First & Last Name**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of individual legally representing the "Employer"*