

# Business Mastery

*§4 Navigate Your Way to the Perfect Job*

*Terms of Employment*

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# Terms of Employment

## Negotiating Initial Terms

## Renegotiating Terms

- Scheduling
- Asking for a Raise
- Advancement
- Rate Your Performance
- The Performance Review Meeting



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# KEY

## *Terms*

- ❑ Advancement
- ❑ Benefits
- ❑ Business Advisor
- ❑ Cost of Living Adjustment
- ❑ Employment Agreement
- ❑ Employment Benefits
- ❑ Legal Advisor
- ❑ Negotiate
- ❑ Performance Review
- ❑ Raise
- ❑ Salary
- ❑ Wages

# Terms of Employment

*Applying, interviewing, and landing the job are just the first few steps in creating long-term employment for yourself.*

- Negotiating the initial terms of employment happens during the hiring process.
- Additional opportunities to renegotiate those initial terms will arise over the course of your employment.



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# Negotiating Initial Terms

- The initial terms of your employment may be explained in an employment contract.
  - Time you take to carefully review a proposed employment contract can save many headaches down the road
  - Many have a legal or business advisor review a contract prior to signing it
  - Before meeting with an advisor, make a list of points to clarify or where to add new information to the contract
  - Some employers rely on employment application and the requisite government form

# Renegotiating Terms

- Excellent job performance is your biggest ally.
- The 3 major areas for renegotiation are ***scheduling***, ***money***, and ***advancement***.
  - When asking for a raise, a strong sense of self-esteem is vital.
  - When negotiating with employer, make sure your services are worth more than you now receive by rating your performance.
  - Review performance records.



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# *Potential Schedule-Related Requests*

- Specific Days of the Week
- Number of Sessions per Shift
- Types of Treatments per Shift
- Number of Hours per Shift
- Time between Sessions
- Vacation/Time Off

# Employment Agreement Checklist

## Employee Responsibilities

- Provide services within the scope of licensure
- Maintain appropriate certification and licensure (including all costs thereof)
- Maintain malpractice insurance Dress in a style consistent with the Employer's image and as stated in the Employee Manual
- Maintain client records in the manner prescribed by employer and applicable state laws
- Assist with other office duties as directed, when not engaged in treatments (e.g., assisting other practitioners with clients, performing clerical duties, cleaning, organizing the clinic)



# *Employment Agreement Checklist (cont.)*

## **Employer Responsibilities**

- Provide a safe, clean environment, furnished with [chair or settee, stool, hydraulic table, hydrotherapy equipment, storage area]
- Provide receptionist services, appointment scheduling, insurance billing, and marketing
- Provide all necessary supplies and materials used in the performance of services (e.g., oils, lotions, linens, music)
- Pay all required local, state, and federal withholding, Social Security and Medicare taxes
- Provide Workers' Compensation and Unemployment Insurance
- Maintain insurance coverage for liability, fire, and theft

# Employment Agreement Checklist (cont.)

## Fees, Terms of Payment, and Fringe Benefits

- Compensation (e.g., per hour, per treatment, additional services)
- Payroll schedule
- Health insurance, vacation time, pension plan, employee discounts, CE reimbursement



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# *Employment Agreement Checklist (cont.)*

## **Other Possible Provisions**

- Employee has right to perform services for others during term of employment but not on Employer's premises.
- Employee shall not solicit or provide services to the Employer's clients for private practice while employed or for 6 months after termination of employment, except as noted.
- All Employee's non-clinic marketing materials that include any information about Employer, must be approved in advance.
- Upon termination of employment, Employer and Employee shall discuss which clients, under what conditions, and with what compensation, Employee may maintain continuity of service.
- All client records shall remain the property of the Employer.

# *Tips for Determining Appropriate Raise Amount*

- Gather Industry Statistics
- Research Average Cost-of-Living Adjustments for Your Area
- Identify Your Employer's Expectations
- Evaluate Your Own Performance

# *Potential Advancement-Related Requests*

- New Job Title
- New Position
- Additional Responsibilities
- Product Development
- Leadership or Mentor Role
- Community Outreach Opportunities

# Questions to Assess the Worth of Your Services

- Am I achieving my goals?
- Am I performing at my peak level in quality and quantity?
- How have I improved my business skills?
- How have I improved my technical skills and knowledge?
- Am I reliable and consistent?
- Do I get my work done on or before deadline?
- Are my clients achieving their desired treatment goals?
- How do I know my clients are achieving goals?
- In what ways have I taken initiative?
- How have I contributed to the success of the company?
- Are my relationships with coworkers pleasant and productive?
- How have I improved my leadership abilities?
- In what ways have I given better/ more service than I was paid to give?
- If I was my employer, would I be satisfied with my performance?

# The Performance Review Meeting

- Prepare for performance review meeting by looking at the big picture of both your performance record and industry standards
  - Evaluate if desire for special schedules or more money is based on your needs or your performance.
  - Assess your company's, supervisor's, and clients' standards for excellence and compare them with yours
  - Mentally prepare and factor in benefits
  - Tailor your presentation to the manager's communication style and personality

# Highlights

Before you sign an employment contract, take time to carefully review the terms and conditions. Many practitioners have found it valuable to have a legal or business advisor review a contract.

Consider the terms required for accepting employment and those which could be renegotiated after a length of employment. Length of employment determines leverage.

Three major areas for renegotiating terms of employment are: scheduling, money, and advancement.



## Highlights (*cont.*)

When negotiating a raise, carefully prepare for the performance review meeting. Document your accomplishments, initiative, professional education activities, and any instances where you have gone the extra mile.

Knowing your industry's average will help determine if and how much of a raise is possible.

If a raise is not possible due to the practitioner already making more than the industry average, advancement and changes in scheduling are always a possibility.