

SCHEDULE "E" -- SAMPLE EMPLOYMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 200__ ,

BETWEEN

NAME1

(hereinafter referred to as the **Employer**)

OF THE FIRST PART;

- and -

NAME2

(hereinafter referred to as the **Employee**)

OF THE SECOND PART;

WHEREAS;

The Employer agrees to employ _____ as his/her
(Print Attendant Name)
Employee and _____ hereby accepts employment
(Print Attendant Name)
with the Employer.

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained below and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree that the employment of the Employee by the Employer shall be in accordance with the following terms and conditions:

1. JOB DESCRIPTION

The Employee shall provide services to the Employer as described in the job description, attached to this Agreement as Schedule A. The Employer may amend the job description from time to time, upon reasonable notice to the Employee.

2. TERM

2.1 This Agreement shall be deemed to have commenced on the _____ day of _____, 200__, shall supersede any earlier
(Date of hire)
agreements, and shall continue until terminated.

3. REMUNERATION

- 3.1 The Employer shall remunerate the Employee for his/her services under this Agreement at the starting wage of \$ _____ per hour plus statutory benefits.
- 3.2 Outside of regular hours of service, Special Arrangements* may be negotiated under this Agreement between the Employer and the Employee. Under Special Arrangements, an hourly wage rate will not apply and the Employee will be remunerated as follows:
**[NOTE TO EMPLOYER: If you require Special Arrangements; (e.g., paying someone to sleep over or be on call with a pager), make it clear, when you write this Section, that the Employee's remuneration for Special Arrangements is separately negotiated and outside the regular hourly wage established in Section 3.1 above. In other words, an employee cannot claim an hourly wage AND collect a lump sum payment while sleeping over.]*
- 3.3 The Employer may review and re-calculate the Employee's wage at the beginning of each calendar year, taking into consideration, among other factors, funding available to the Employer to employ the Employee, cost of living, length of service, and performance
- 3.4 Wages due to the Employee shall be paid on every second Friday for hours worked up to and including the previous Sunday.
- 3.5 Deductions and Contributions:
- a. The Employer shall withhold from each payment the statutory deductions for Employment Insurance and Canada Pension Plan premiums, and Federal and Provincial income tax.
 - b. The Employer shall make the required Employer contributions to EI and CPP premiums on behalf of the Employee and shall remit these together with the Employee deductions to the Receiver General for Canada, as required.
 - c. The Employer shall make all contributions and deductions to the appropriate authorities as required by law.**

****[NOTE TO EMPLOYER: You must register with the Workplace Safety and Insurance Board (WSIB) within 10 calendar days of hiring your first attendant. Use the forms which will be provided to you by CILT at an appropriate time. You will then be sent information about WSIB remittances.]**

4. PROBATION AND PERFORMANCE EVALUATIONS

- 4.1 Permanent employment shall be subject to successful completion of a probationary period of three (3) months from date of hire. The first performance evaluation shall be begun at the end of the second month of employment, so as to be complete at the end of the probationary period.
- 4.2 Subsequent performance evaluations shall take place annually.
- 4.3 If a performance evaluation reveals that an employee's work requires improvement, there shall be a further performance evaluation done within three (3) months of the initial evaluation to assess whether improvement is satisfactory. If this or any other performance evaluation reveals insufficient improvement in the employee's work since the last evaluation, continued employment shall be at the discretion of the Employer.

5. PERFORMANCE AND SUPERVISION

- 5.1 The Employee shall follow the direction of the Employer, learn his/her routine and exercise reasonable care, skill, and diligence in performing the services set out herein.
- 5.2 The Employee shall perform the duties required of him/her by the Employer and shall act in accordance with all reasonable, lawful direction given to him/her by the Employer.
- 5.3 The Employee shall be provided with all necessary information regarding the policies and procedures of the Employer and his/her operations required in the performance of the services set out herein.

6. CONFIDENTIALITY

- 6.1 The Employee shall keep confidential any information obtained about the Employer, the Employer's family or the Employer's routine activities of living in the course of his/her employment, except where that information is required for the functioning of the Employer, in which case, the Employee shall give the information only to the party which requires the information.
- 6.2 Upon direction by the Employer, the Employee shall keep confidential any other matters concerning the Employer.

7. TERMINATION

- 7.1 During the probationary period, the Employee may be discharged without notice.
- 7.2 The Employer may terminate the services of the Employee under this Agreement as follows:
- a. for cause, including, without limiting the generality of the foregoing, if the Employee is guilty of wilful misconduct or wilful neglect of duty, without notice or pay in lieu of notice;
 - b. because the Employer no longer wishes to maintain a position with substantially similar duties, or substantially alters the job description so that the Employee is not competent to perform the position as newly defined;
 - c. without cause.
- 7.3 If the discharge is for either of the reasons given in subparagraphs 7.2b or 7.2c, above, the Employer shall provide the Employee with notice in accordance with the requirements of the *Employment Standards Act, 2000*, as amended or replaced from time to time. Notwithstanding the foregoing, the Employer may, at its sole option, pay to the Employee an amount of the Employee's wages then in effect that is equal to the notice to which the Employee is entitled under the terms of this paragraph, in lieu of such notice. The amount of compensation paid shall be reduced by the amount of notice given. The parties agree that this shall constitute the sole notice or payment in lieu of notice to which the Employee is entitled if the Employee's employment with the Employer is terminated pursuant to subparagraphs 7.2b or 7.2c, above.
- 7.4 The Employee may terminate this Agreement upon no less than 7 days' written notice to the Employer.

8. HOURS OF WORK

- 8.1 The Employer, in consultation with the Employee, shall from time to time establish a schedule of hours to be worked by the Employee.
- 8.2 Time records shall be signed and kept by the Employee in a form determined by the Employer.

9. HOLIDAYS

- 9.1 The Employee acknowledges that (s)he may be required to work his/her regular shift if it falls on any of the following public holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

The Employee agrees to this requirement as a condition of employment.

Initial

- 9.2 In the event that the Employee is required to work on any one or more of the public holidays listed above, then, if the Employee qualifies in accordance with the requirements of the *Employment Standards Act, 2000*, the Employee shall be paid public holiday pay (as defined in the *Employment Standards Act, 2000*) and premium pay calculated at the rate of 1.5 times of the Employee's regular rate of pay for each hour worked on the public holiday.

10. VACATION

- 10.1 Subject to paragraph 10.4, the Employee is entitled to two weeks' vacation time for each 12 months of employment. The running of the 12-month vacation entitlement period shall begin on the date that the Employee commences employment with the Employer, and thereafter on the annual anniversary date of the commencement of the Employee's employment.
- 10.2 Upon the termination of the Employee's employment with the Employer, the Employee shall be entitled to payment on account of accrued but unpaid vacation pay of an amount that is calculated at the rate of 4% of the Employee's regular rate of pay then in effect.
- 10.3 The Employee is also entitled to vacation pay, which shall be calculated at the rate of 4% of the gross wages earned by the Employee during the period of time for which vacation time is accrued. The Employer shall pay to the Employee, and the Employee agrees to accept payment of, his/her vacation pay on each pay cheque in respect of the wages earned for that pay period. _____ (**initial**).

- 10.4 During the three (3) month probationary period, the Employee will only be eligible for vacation benefits of four per cent (4%). The Employee's vacation schedule shall be arranged by agreement between the Employee and the Employer to conform to the work requirements of the Employer. Approval for vacation time shall not be unreasonably withheld.
- 10.5 No vacation benefits shall accrue to the Employee during an unpaid leave of absence.

11. SICK LEAVE

- 11.1 An Employee absent due to sickness or disability shall notify the Employer, or in his/her absence, a member of Employer's family or staff, of his/her inability to report to work and shall, at the time of notification, endeavour to find a replacement for him/herself, and shall indicate the probable duration of the absence. There is no benefit of payment for sick time.
- 11.2 Notification of absence must be made by the Employee with due consideration to the vulnerable and dependent situation of the Employer with regard to physical assistance from the Employee unless the nature of the sickness or disability makes this impossible and this can be corroborated to the satisfaction of the Employer.
- 11.3 The Employer shall have the right to require medical evidence, satisfactory to the Employer, for the purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness for work.

12. PERSONNEL RECORDS

- 12.1 A personnel file for the Employee shall be kept in the office of the Employer. The file shall contain the following:
- a. copies of all letters of agreement and contracts between the Employer and the Employee and the attached schedules;
 - b. time sheets and time records;
 - c. payroll information;
 - d. termination and other notices; and
 - e. any other information respecting employment and performance.

13. AMENDMENT

13.1 The terms and conditions of this Agreement may be amended at any time only by the mutual written agreement of the parties hereto.

14. ENTIRE AGREEMENT

This Agreement shall comprise the entire agreement and understanding between the Employer and the Employee with respect to the subject matter in this Agreement and supersedes any prior agreement, representation or understanding with respect thereto.

15. SEVERABILITY

Each covenant and provision contained in this Agreement shall be severable, separate and distinct and the unenforceability in whole or in part of any covenant or provision of this Agreement shall be deemed not affect or impair the validity or enforceability of any other covenant or provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

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EMPLOYER

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

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EMPLOYEE

The Employee acknowledges that (s)he has read and understands the foregoing and that the Employer has advised him / her that the foregoing substantially alters, removes, supplants and supersedes his common law rights. The Employee acknowledges that the Employer has referred him specifically to Article 7 and has advised him to seek independent legal advice prior to executing this Agreement.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

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EMPLOYER

APPENDIX "1" - ATTENDANT JOB DESCRIPTION**Purpose:**

To assist the Employer, who has a physical disability, with attendant services.

Accountability:

The Employer.

Requirements:

1. Willingness to perform personal and household tasks.
2. Physical ability to lift and transfer the Employer.
3. Punctuality, reliability and dependability.
4. Ability to work cooperatively with the Employer, **other members of the household**, and with other employees.
5. Good communication skills, both oral and written, and ability to accurately follow directions from the Employer.
6. Ability to maintain confidentiality and to be worthy of the trust required to provide personal services in the Employer's own home.

Duties:

1. Provide services as required and directed by the Employer, including, but not limited to, the following:
 - (a) Mobility assistance with transferring, lifting, positioning, turning in bed, exercising, driving;
 - (b) Assistance with dressing and undressing, eating, medications, special equipment, toileting or bowel and bladder routines, catheterization, colostomy or ileostomy care, maintenance of a tracheotomy and respiratory equipment;
 - (c) Personal hygiene assistance with washing, bathing, showering, shaving, brushing teeth, grooming, feminine hygiene, care of skin, changing non-sterile dressings;
 - (d) Assistance with communications, errands, escorting, shopping, banking;
 - (e) Housekeeping assistance with meal preparation, dish washing, laundry, shopping and chores, including but not limited to dusting,

vacuuming, washing floors, changing sheets, and cleaning the fridge, stove, bathroom, closets, drawers and cupboards;

- (f) Assistance with maintaining and ordering supplies;
 - (g) Maintenance and upkeep for personal and household equipment and appliances;
 - (h) Nurturing assistance with the physical requirements of parenting;
 - (i) Other similar tasks that would be performed by oneself from time to time were it not for a physical disability.
2. Provide services in the home and elsewhere, consistent with the Employer's choices, lifestyle and privacy.
 3. Respond immediately to emergencies, e.g. washroom assistance or injury, and advise the Employer of other unusual or emergency situations.
 4. Be aware of and report any hazards concerning employee health and safety to the Employer promptly.
 5. Record the date and time starting and ending each shift.
 6. Ensure that keys entrusted to you are kept secure and at hand.
 7. Perform other duties as requested.

Expectations:

1. To carry out the above duties in a professional manner.
2. To know the Employer's personal routines and follow them efficiently and with appropriate care.
3. To arrive for work punctually and to remain on duty until essential activities have been completed and the Employer is comfortable and safe.
4. To conduct yourself in a manner consistent with the health and safety of the Employer, other members of the household, other staff and yourself.
5. To be able to perform certain tasks without direct supervision.
6. To dress in a clean and presentable manner.