

SAMPLE Employment Agreement

THIS AGREEMENT made as of the ____ day of _____, 20__ , between [name of employer] [a corporation incorporated under the laws of the Province of Saskatchewan] ("the Employer"), and [name of employee], of the City of _____ in the Province of Saskatchewan (the "Employee").

Street Address:	
City	
Telephone Number:	
Email	
Website	

1. EMPLOYMENT

Position:

Job Description: [may be attached as an appendix]

Requirements:

- Become familiar with office computer system
- Cover reception position as required
- Familiarity with office manual [review annually]
- Familiarity with Infection Control Manual [review annually]

Start Date:

Position is:

- Full Time
- Part time

State Office Hours:

State Days of Week:

Probation Period:

It is understood and agreed that the first ninety days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause. In this event notice is not required.

Probation period ends: [enter date]

Increase after probation is \$ [enter amount]

2. ADDITIONAL RESPONSIBILITIES (please check all that apply)

- Maintenance of our Office Manual.
- WHMIS compliance responsibilities
- Occupational Health & Safety Committee responsibilities

- Responsible for Quality Assurance for x-rays
- Quality Assurance for monitors**
- Responsibility for biological monitoring
- Responsibility for waterline maintenance

3. CONTRACT

The contract will be reviewed by [name of individual]

- annually
- Semi-annually
- Date:

4. PERFORMANCE REVIEWS

- A complete performance review will occur at the end of the probation period
- The Employee will be provided with a written performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.
- Performance review will take place annually on the anniversary of your employment
- Our office does not utilize performance reviews.

5. COMPENSATION

- Monthly salary is [enter amount]
- Hourly rate is [enter amount]
- Such payments shall be subject to such normal statutory deductions by the Employer.
- Bonus plan available[list details]
- The salary shall be review on an annual basis.
- Remuneration shall be paid on [enter date]
- Merit increases shall be available [annually, semi-annually etc.]
- Cost of living increases shall be available [annually, semi-annually etc.]

6. AVERAGING PERMIT

This permit allows an employer to average the hours of work of an employee or group of employees work over a period of weeks. Modified work arrangements can be negotiated with an employee or group of employees for up to 12 hours in a day or 160 hours in 4 weeks.

- Our office does not have an averaging permit
- We have an averaging agreement in place for hours exceeding the standard 8.0 or 10.0 hour work day.

7. OVERTIME POLICY (please check all that apply)

- Overtime is paid after 8.0/5 day week or 10.0 hours/4 day week in a day in accordance with our office hours
- OR Time-banking overtime is an option

An overtime bank is an agreement between the employer and employees that allows any overtime hours that an employee works to be banked rather than to be paid out. The banked time can be taken off with pay during regular working hours at some mutually agreed to later date.

In Saskatchewan, weekly hours of work are set at 40, with standard daily hours set at either 8 or 10. If employees work more than these set hours, overtime must be paid 1.5 times their regular hourly wage.

Employees who are not paid by the hour must have their pay converted to an hourly rate to make the overtime calculation. To calculate the hourly rate for employees paid on a monthly basis, multiply the monthly wage by 12, divide the result by 52, and then divide by the regular weekly hours worked (which cannot be more than 40)

All overtime bank agreements must be:

- in writing;
- agreed to, and signed by, both employer and employee; and
- retained by the employer, with a copy going to the employee.

8. UNIFORM POLICY:

- Uniforms are required and will be provided or allowance available
- Uniforms are not required
- Our office coordinates uniform colour for each day
- Uniforms are donned at work, and not worn in the street
- Uniform laundry is available at work

Note: Saskatchewan Labour Laws dictate that if a uniform is required it must be provided.

9. IMMUNIZATION POLICY

Healthcare workers (HCWs) are at risk for exposure to serious, and sometimes deadly, diseases. If you work directly with patients or handle material that could spread infection, you should get appropriate vaccines to reduce the chance that you will get or spread vaccine-preventable diseases.

- Our office requires that all new-hires are vaccinated in accordance with current recommendations for HCWs
- Annual Immunization is mandatory for all employees.
- Immunization is considered a personnel decision of each employee.

10. VACATION

The Employee shall be entitled to vacations in the amount of ____ weeks per annum. Work arrangements during employer's time off:

- Employee's holiday entitlement:
- Employee's choice of holiday time?

Holidays

- New Year's Day, Family Day (third Monday in February), Good Friday, Victoria Day, Canada Day, Saskatchewan Day (first Monday in August), Labour Day, Thanksgiving Day, Remembrance Day and Christmas Day.
- Employees earn public holiday pay equal to five per cent of their wages, not including overtime pay, earned in the four weeks before the public holiday. Wages include:
 - vacation pay; and
 - any public holiday paid to the employee during this four-week period.
- As public holiday pay is a day off with pay, it is paid out in the pay period the holiday occurs in.
- If you work on a holiday, your employer must pay you your normal daily wage plus 1.5 times your regular rate for all hours worked.
- In Saskatchewan during a week in which there is a holiday, employees will be paid overtime after working eight (or ten) hours in a day or 32 hours in the week.
- If a majority of employees agree, an employer can seek approval from Saskatchewan's Director of Labour Standards to designate an alternative day for the holiday to be observed.

11. BENEFITS (indicate which benefits are available)

- Benefits are available, new hires have eligibility after _____ months of employment.
- Dental Care for Employee
- Dental Care for Employees Family
- Health Spending Account (available to a limit of [amount].)
 - Massage
 - Optical
 - Other [list]
- Sick Leave (available to a limit of [number] days)
- RRSP plan available

- Licence fee paid
- Continuing education
- Annual SOHP Conference
- CPR will be provided as part of our in-office training
- Expanded function courses
- Parking [indicate if plug-ins are available]
- Gym membership provided
- Other: [please list]

12. STAFF MEETING POLICY

- Monthly
- Yearly
- Never

13. DISPUTE POLICY

- Disputes are handled by?

14. TERMINATION

- a) The Employer may terminate this Agreement by giving written notice or payment in lieu of written notice.
- b) The Employer may terminate the Employee’s employment at any time, without notice or payment in lieu of notice, for sufficient cause.
- c) The Employment Act requires your employer to give you advance notice of termination, otherwise you must be paid the wages you would have earned in the notice period.
- d) You are entitled to one week’s notice if you have been employed more than 13 weeks but less than one year; two weeks’ notice for between one and three years of service; four weeks for between three and five years; and six weeks for between five and 10 years and eight weeks if you have been employed for more than 10 years.

Entitlements

- a) The employer cannot require the employee to take paid vacation leave as part of the notice period. Vacation pay cannot be used as pay instead of notice. Vacation pay must be paid on termination in addition to any pay earned during the notice period.

Additional Rules

Periods of employment are defined as any period of employment that is not interrupted by more than 14 consecutive days.

Notice is not required if:

- the employee has not worked for the employer for at least 13 weeks;
- the employee quits;
- just cause exists; or
- if the employer provides the employee with pay instead of notice.

15. RESIGNATION

- Any employee who has been employed for at least 13 consecutive weeks with the same employer must provide the employer with a written notice at least two weeks before leaving a job. The notice must state the last day that the employee will work before leaving the job.
- Employers may waive employees giving written notice.

Exceptions

The Saskatchewan Employment Act recognizes that an employee’s notice of resignation is not appropriate in all situations. Some examples include:

- The employee quits for health and safety reasons;
- The employee quits due to a wage reduction; or

- The employee's contract terminates through no fault of either employer or employee (e.g., fire destroys business).

16. LAWS

This agreement shall be governed by the laws of the Province of Saskatchewan.

17. ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties, replacing any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

18. SEVERABILITY

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

[Name of employee]

[Name of Employer]

[Signature of Employee]

[Signature of Employer]