

EMPLOYMENT CONTRACT - **SAMPLE**

THIS CONTRACT made in duplicate the _____ day of _____, 20____

BETWEEN:

(hereafter called the "Association")

- and -

(hereafter called the "Contractor")

IN CONSIDERATION of the mutual covenants and agreements, the parties agree as follows:

DEFINITIONS

1. In this Contract,
 - a) "Duties" means the management of the curling club as outlined in the attached job description, "Schedule A", and
 - b) "Term" means the term of the Contract referred to in section 2.

TERM OF CONTRACT

2. The term of the contract is from _____, 20__ to _____, 20__. The Contractor is contracted on a term basis with no commitment beyond the specified term.

RESPONSIBILITIES OF THE CONTRACTOR

- 3.1. The Contractor shall, during the term of the Contract hereunder, perform all of the duties as the Association shall from time to time reasonably assign to the Contractor, and without limiting the generality of the foregoing Duties shall include those set forth in "Schedule A" attached hereto.
- 3.2. The Contractor shall perform the duties;
 - a) In accordance with the terms and conditions of this contract;
 - b) In a competent and professional manner; and
 - c) In close liaison with the Executive of the Association.

CONTRACT FEE FOR SERVICES, GST AND TRAVEL

- 4.1 Subject to the Contractor performing the Duties to the satisfaction of the Association, the Association shall pay the Contractor a monthly fee for services of \$_____ for the Term of the Contract. Fee payments will be on a monthly basis.
- 4.2 The Association will pay to the Contractor GST on the monthly fee for service.
- 4.3 Travel related to Association business will be compensated at the rate of \$_____ per year for the use of the contractor's vehicle.

- 4.4 The Contractor, if he/she so wishes, will arrange and pay for his own coverage by Workers Compensation.

HOURS OF WORK

5. The Contractor is expected to work full-time and to adjust the work schedule so that the needs of all curlers are met. This will mean a significant amount of time in the evenings and during weekends.

TERMINATION

6. The Association may terminate the Contract at any time for cause providing one week's notice or one week's fee for service in lieu of notice but without payment of any further compensation either by way of anticipated earnings or damages of any kind whatsoever. The term "for cause" shall include without limitation any one or more of the following:

- 6.1.1 a substantive breach or failure or a continual breaching or failing to observe any of the provisions herein;
- 6.1.2 any act of dishonesty which may be reasonably interpreted to be detrimental to the well being of the Association;
- 6.1.3 any act of gross negligence relating to performance of assigned responsibilities;
- 6.1.4 the commission of an indictable offence for which the Contractor is convicted, which significantly impairs the Contractor's ability to perform the Contractor's duties and responsibilities hereunder or which materially adversely affects the reputation enjoyed by the Association; or
- 6.1.5 failure to comply with reasonable instructions, orders or directions of the President, Vice- President or Secretary/Treasurer of the Association.

- 6.2 The Contractor may terminate the Contract by giving written notice of one month.
- 6.3 In the event of the death of the Contractor, the obligations of the Association to the Contractor pursuant to this Contract are terminated immediately and the Association shall have no further obligations to the Contractor and his/her heirs pursuant to this Contract.
- 6.4 There is no termination pay if the Contract is completed.

ASSIGNMENT OF DUTIES

7. The Contractor shall not assign, even on a temporary basis, any of his duties without the consent of the President of the Association. Any leave must be approved by the Executive of the Association.

MISCELLANEOUS

8.1 This Contract constitutes the entire contract between the parties hereto and cancels and supersedes all previous written, verbal and implied terms, conditions and representations relating to the Contractor. The parties hereby ratify and confirm the matters contained and referred to in the preamble of this Contract and agree that the Schedule attached hereto is expressly incorporated into and forms part of this Contract.

8.2 This Contract shall be construed and take effect in all respects in accordance with the laws for the time being in force in the Province of Alberta. The parties hereto submit to the exclusive jurisdiction of the Courts of the Province of Alberta in respect of any matter or thing arising out of this Contract or pursuant thereto.

THIS CONTRACT HAS BEEN EXECUTED by the parties as of the date at the beginning of this Contract.

Signed by the President of the Association in the presence of:

Signature of the President of the Association

Witness

Signed by the Contractor in the presence of:

Signature of Contractor

Witness

EMPLOYMENT AGREEMENT - SAMPLE

Assistant Ice Technician

THIS AGREEMENT made in duplicate the ____ day of _____, 20__

BETWEEN:

(hereafter called the "Employer")

- and -

(hereafter called the "Employee")

IN CONSIDERATION of the mutual covenants and agreements, the parties agree as follows:

DEFINITIONS

1. In this Agreement,
 - a) "Duties" means the assisting in the installation, maintenance and removal of the curling ice as outlined in the attached job description, "Schedule A"
 - b) "Term" means the term of the employment referred to in section 3; and
 - c) "Association" means the Curling Club listed above.

TERM OF EMPLOYMENT

2. The Employee is hired on a term basis with no commitment beyond the specified term.

TERM

3. The term of employment is _____, 20__ to _____, 20__

RESPONSIBILITIES OF THE EMPLOYEE

- 4.1 The Employee shall, during the period of the Employee's employment hereunder, perform all of the duties as the Employer shall from time to time reasonably assign to the Employee, and without limiting the generality of the foregoing Duties shall include those set forth in "Schedule A" attached hereto.
- 4.2 The Employee shall perform the duties;
 - a) in accordance with the terms and conditions of this Agreement;
 - b) in a competent and professional manner; and
 - c) in close liaison with the Ice Technician or Manager.

SALARY, BENEFITS AND TRAVEL

- 5.1 Subject to the Employee performing the Duties to the satisfaction of the Employer, the Employer shall pay the Employee a gross monthly salary of \$_____ for the Term of the employment. Salary payments will be on a semi-monthly basis with required employee deductions for Employment Insurance and Canada Pension Plan.
- 5.2 For specifically scheduled overtime the rate of pay is \$_____ per hour.
- 5.3 The Employer shall pay the employer's share of premiums for Employment Insurance and Canada Pension Plan. The Employer shall arrange coverage of the Employee by Workers Compensation.
- 5.4 The Employee shall receive holiday pay at a rate of __% of gross salary and scheduled overtime.
- 5.1 Travel related to Association business will be compensated at a rate of \$_____/km when the Employee uses their own vehicle. An Employee-signed statement listing each trip and distances is to be submitted each month for payment.

HOURS OF WORK

- 6.1 The total number of hours of work per week is 40 hours.
- 6.2 The Employee is expected to adjust the work schedule so that the needs of all curlers are met. This will mean a significant amount of time in the evenings and weekends.
- 6.3 No overtime is allowed unless specifically scheduled by the Ice Technician. The Employee may at times and on his own choice donate extra time to the Association because of its non-profit, community service nature.
- 6.4 A monthly time sheet signed by the Employee is to be submitted at the end of each month to the Manager for his signature.

TERMINATION

- 7.1 The Employer may terminate the Agreement at any time for cause providing one week's notice or one week's pay in lieu of notice but without payment of any further compensation either by way of anticipated earnings or damages of any kind whatsoever. The term "for cause" shall include without limitation any one or more of the following:
- 7.1.1 a substantive breach or failure or a continual breaching or failing to observe any of the provisions herein, e.g. Section 4.2;
 - 7.1.2 any act of dishonesty which may be reasonably interpreted to be detrimental to the well being of the Association;
 - 7.1.3 any act of gross negligence relating to performance of assigned responsibilities;

7.1.4 the commission of an indictable offence for which the Employee is convicted, which significantly impairs the Employee's ability to perform the Employee's duties and responsibilities hereunder or which materially adversely affects the reputation enjoyed by the Association; or

7.1.5 failure to comply with reasonable instructions, orders or directions of the Manager or Ice Technician.

7.2 the Employee may terminate the Agreement by giving written notice of two weeks.

7.3 In the event of the death of the Employee, the obligations of the Association to the Employee pursuant to this Agreement are terminated immediately and the Association shall have no further obligations to the Employee and his heirs pursuant to this Agreement.

7.4 There is no termination pay if the Term of the employment is completed.

ASSIGNMENT OF DUTIES

8. The Employee shall not assign, even on a temporary basis, any of his duties without the consent of the Manager.

MISCELLANEOUS

9.1 This Agreement constitutes the entire agreement between the parties hereto and cancels and supersedes all previous written, verbal and implied terms, conditions and representations relating to the Employee's employment. The parties hereby ratify and confirm the matters contained and referred to in the preamble of this Agreement and agree that the Schedule attached hereto is expressly incorporated into and forms part of this Agreement.

9.2 This Agreement shall be construed and take effect in all respects in accordance with the laws for the time being in force in the Province of Alberta. The parties hereto submit to the exclusive jurisdiction of the Courts of the Province of Alberta in respect of any matter or thing arising out of this Agreement or pursuant thereto.

THIS AGREEMENT HAS BEEN EXECUTED by the parties as of the date at the beginning of this Agreement.

Signed by the President of the Association in the presence of:

Signature of the President of the Association

Witness

Signed by the Contractor in the presence of:

Signature of Employee

Witness