**Physiotherapist Employment Agreement**

**Employment Agreement**

**Employee**

**Company**

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| --- | --- |
|  |  |
| **Name:**  **Job title:**  **Date:** | **Name**  **Position:**  **Date:** |
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**INFORMED CONSENT FOR TREATMENT**

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*Please carefully read and sign this form*

*Please address any questions/concerns regarding the below items with us*

**THIS AGREEMENT** made as of the DATE day of MONTH, 20YEAR, between COMPANY NAME**,** a company incorporated pursuant to the laws of Canada (hereinafter referred to as "the Employer"); and **EMPLOYEE NAME** of the City of CITY NAME in the Province of PROVINCE NAME(hereinafter referred to as “the Employee”).

**WHEREAS** the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

**IN CONSIDERATION** of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. ***Employment***

The employee agrees that commencing DATE (s)he will at all times faithfully, industriously, and to the best of his/her skill, ability, experience and talents, perform all of the duties required in his/her position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his/her assignment, duties and responsibilities and reporting arrangements may be changed with the Employer without causing termination to this arrangement.

1. ***Position Title***

As TITLE, the Employee is required to perform the duties set out in his/her respective job description as well as other any other duties as may arise from time to time and as may be assigned to the employee. The employee is further required to abide by any and all FACILITY NAME facility policies and procedures.

1. ***Compensation***

As full compensation for all services provided, the employee shall be paid at a rate of $     per hour for NO. OF HOURS per week. Such payments shall be subject to the normal statutory deductions by the Employer. The employee shall be paid via direct deposit as per Company policy.

All reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts.

1. ***Vacation***

The Employee shall be entitled to vacations in the amount of NUMBER OF WEEK weeks per annum. Scheduling vacation within the first year of employment is at the discretion of the employee’s immediate supervisor. Vacation pay shall be paid as per the Company policy.

1. ***Benefits***

If the employee works more than 20 hours per week, the Employer shall at an expense of      % of the total premium provide the Employee with the Extended Healthcare Benefits Plan that is currently in place or may be in place from time to time. The Employee shall be responsible to pay for      % of the total premium.

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1. ***Continuing Education Allowance***

The Employee shall be entitled to $     per year to be used for continuing education courses. Continuing Education Allowance will be paid as per Employer policy.

1. ***Probation Period***

It is understood and agreed that the first three (3) months 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 of cause. It is further understood that the Employee may at any time within the first three (3) months terminate this agreement without notice to the Employer.

1. ***Hour of Work***

The Company classifies full-time as 30 or more hours per week on average, up to a maximum of 44 hours per week. If The Employee is scheduled to work more than 44 hours per week, an agreement will be presented to be signed by the employee. Employee hours fluctuate based on patient care and facility requirements. Weekly schedules are subject to change from time to time to reflect patient volume at the sole discretion of the Employer.

1. ***Termination***

The Employer may terminate the Employees’ employment, without cause, upon giving prior written notice or pay in lieu of written notice, in accordance with the Ontario Employment Standards Act, or any similar legislation which is in force in the province within which the Employer’s employment agreement is accepted. In signing, the Employee understands that the provisions of this clause are in full satisfaction of any and all claims under common law that the Employee has or may have in connection with the termination of their employment. The Employee may terminate their employment at any time by providing the Employer with at least two (2) weeks advance notice of the intention to resign in writing. The Employer may terminate this Agreement and the Employee’s employment at any time, without notice or payment in lieu of notice or payment in lieu of notice, for sufficient cause.

The employee agrees to return any property of the Company on his/her final day of employment.

1. ***Non-Solicitation***

Following the termination of the employment of the Employee by the Employer, with or without cause, or the voluntary withdrawal by the Employee from the Employer, the Employee shall, for a period of one year following the said termination or voluntary withdrawal refrain from either directly or indirectly soliciting or attempting to solicit the business of any client or customer of the Employer for his own benefit or that of any third person or organization, and shall refrain from either directly or indirectly attempting to obtain the withdrawal from the employment by the Employer of any other Employee of the Employer having regard to the same geographic and temporal restrictions. The Employee shall not directly or indirectly divulge any financial information relating to the Employer or any of its affiliates or clients to any person whatsoever.

1. ***Patient Charts and Records***

The Employee acknowledges all patient records are the property of the Employer and are not to be removed from the clinic at any time. All patients are deemed to be patients of the clinic. The Employee has no ownership interest in the patients or the patient’s records. The Employee is not allowed to either individually or in partnership or jointly or in conjunction with any other person, entity or organization, solicit the staff or patients of the clinic or the Employer for any reason. If the relationship is terminated by either the Employer or the Employee, the responsibility of the patient files will be transferred according to the governing regulations of practice in Ontario.

1. ***Media Waiver***

From time to time Employer projects, programs and services may be featured in the media, either through the initiative of the Company Marketing or through interest by watershed media. The employee grants, at no cost, the Company and its affiliates, the absolute right and permission to use their image, or likeness in any media (being television, print and internet media) including video footage for the sole purpose of reporting, promoting, advertising and disseminating information regarding the activities of the Company. The Employee waives any claims they may have, and releases the Company from liability of claims arising out of such activities. This release will remain in effect regardless of whether or not the Employee remains in the employ of / contracted by the Company or one of its affiliates.

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1. ***Human Rights Policy***

The Employer is committed to fostering an environment of complete equality and inclusion. This commitment includes treating every individual with dignity and respect at all times, and ensuring that every organizational practice is free from discrimination and harassment either intentional or unintentional. Anyone who engages in any physical assault, threatening behaviour or verbal abuse in our work setting will be immediately removed from the premises and may be subject to disciplinary action, immediate termination of employment, and possibly criminal penalties. All persons involved in the operations of the Company are expected to abide by this policy, refraining from any and all harassment or discrimination, and further, cooperating with any investigation related to a complaint of harassment or discrimination.

Additional responsibility is reserved for any employee who may manage, supervise or otherwise be in a position of authority over another person within the organization. This responsibility includes immediate action upon observing or receiving a report of harassment or discrimination. Further, they are called upon to facilitate a working environment free from harassment and discrimination.

**Prohibited Grounds include:**

|  |  |
| --- | --- |
| * Age | * Creed |
| * Sex (including pregnancy and breastfeeding) | * Sexual Orientation |
| * Family Status | * Marital Status |
| * Disability | * Race |
| * Ancestry | * Place of origin |
| * Ethnic Origin | * Citizenship |
| * Record of offences | * Association or relationship with a person identified via one of these prohibited grounds. |

**Prohibited behaviours include:**

**Discrimination** *– any form of unequal treatment, whether through imposing extra burdens or denying benefits, either intentional or unintentional, through either direct or indirect action or cause-effect relationship that have the overall effect of disadvantaging any member of the groups identified under prohibited grounds of discrimination.*

**Harassment/Sexual Harassment** *– comments or actions either known or which reasonably ought to be known, to be unwelcome. This includes those which are known to be offensive, embarrassing, humiliating, or demeaning.*

**Sexual Solicitation** *– solicitations or advances of a sexual nature, or discipline for refusals / rejections of such advances.*

**Poisoned Environment** *– a discriminatory environment created as a result of behaviour or remarks made either directly or indirectly from any individual; a single comment or action can facilitate a poisoned environment.*

1. ***Entire Agreement***

This agreement contains the entire agreement between the parties, superseding in all respects 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.

1. ***Severability***

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

1. ***Acknowledgment***

**The Employee acknowledges that:**

1. the Employee has had sufficient time to review this Employee Agreement thoroughly and in its entirety;
2. the Employee has read and understands the terms of this Agreement and the obligations hereunder;
3. the Employee has had opportunity to obtain legal advice concerning the interpretation/effect of this Agreement; and
4. the Employee has received a fully executed original copy of this Agreement.

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Employee’s Signature Employer’s Signature

**Employee Confidentiality Agreement**

**Employment Agreement**

I acknowledge that, in the course of performing and fulfilling my duties, I may have access to and be entrusted with confidential information concerning the personal and personal health information of patients and employees. I may also have access to and be entrusted with confidential information about the business and financial operations.

I agree that I will read and comply with the company’s policies on privacy, confidentiality and security.

I understand that:

* All patient personal and personal health information that I have access to or learn through my employment or affiliation with the Company is confidential and subject to the federal **Personal Information and Protection of Electronic Documents Act** (PIPEDA) as well as any applicable provincial legislation.
* I have a legal obligation to protect the personal and personal health information of patients.
* All staff, Human Resources, and payroll information that I have access to or learn of through my employment or affiliation with the Company is confidential and I have an obligation to protect that information.
* As a condition of my employment or affiliation with the Company, I must comply with the The Employer’s policies and procedures on privacy, confidentiality and security, and
* My failure to comply with such the Company policies and procedures may result in the termination of my employment or affiliation with the Company and may also result in legal action being taken against me by the Company and others.

I hereby acknowledge that:

* I may have access to and/or be entrusted with confidential financial or business information about the Company.
* The right to maintain the confidentiality of such information constitutes a proprietary right which the Company is entitled to protect.
* I will not, during the continuance of this agreement and beyond, disclose any such confidential information to any person, firm or corporation; and
* I will not use any confidential information except as required in the normal course of my employment or affiliation, and thereafter I shall not disclose or make use of the same.

I hereby agree that:

* I will not collect, access, use, or disclose any confidential and/or patient personal health information that I learn of or possess because of my affiliation with the Company, unless it is necessary for me to do so in order to perform my job responsibilities.
* Under no circumstances may confidential and/or personal or personal health information be communicated either within or outside of the Company except to other persons who are authorized by the Company to receive such information.
* I will not alter, destroy, copy, or otherwise interfere with personal or personal health information, except with authorization and in accordance with the policies and procedures and my duties and responsibilities.
* I will keep any computer access codes (for example, passwords) confidential and secure. I will protect physical access devices (for example, keys) and the confidentiality of any information being accessed.
* I will NOT lend my access codes or devices to anyone, nor will I attempt to use those of others. I understand that the access codes come with legal responsibilities and that I am accountable for all work performed under these codes.
* If I have reason to believe that my access codes or devices have been compromised or stolen, I will immediately contact my supervisor.
* If I have any reason to suspect or believe that personal or personal health information has been compromised, I will immediately notify my supervisor.

I acknowledge that my privacy obligations continue after my employment or affiliation with the Company terminates.

I acknowledge that any violation of this agreement may result in legal and/or other corrective action up to and including termination. I have had an opportunity to review the terms and agreements of this Employee Confidentiality Agreement and hereby signify my agreement and acceptance of the terms by signing in the space below.

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Date Name

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Signature Title