

Carleton Condominium Corporation No. 498

Office Administrator

Employment Agreement

EMPLOYMENT AGREEMENT made this _____ day of _____, 2016

BETWEEN

Carleton Condominium Corporation No. 498
(hereinafter called "the Employer")

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AND

(hereinafter called "the Employee")

WHEREAS the Employer is a Condominium Corporation and owns property located at 40 Landry, Ottawa, Ontario (the "property");

AND WHEREAS the Employer and the Employee wish to enter into an Agreement with respect to the continued employment of the Employee by the Employer;

The Employer and the Employee hereby agree as follows:

1. Responsibilities

The Employee's position will be as Office Administrator. The Employee's responsibilities will include, but not be limited to, the duties and responsibilities outlined in the job description attached hereto as Schedule "A". In addition, the Employee will be responsible for performing such related duties as may from time to time be assigned by the Employer. The Employer reserves the right to make reasonable changes to the Employee's duties and responsibilities without thereby changing the terms and conditions of this Agreement.

The Employee is expected to perform his duties in a responsible and appropriate manner and subject to the standards of management.

The Employee must strictly adhere to all regulations regarding health, fire and accident prevention as set down by the Employer and governing agencies.

The Employee must at all times comply with the Declaration, By-Laws, Rules and Regulations of Carleton Condominium Corporation No. 498.

2. Employment Term

Subject to the provisions regarding termination set out below, the Employee's employment will be continued for an indefinite period commencing on _____, 2016

3. Remuneration

The employee's annual salary for services provided pursuant to this Agreement shall be set by the employer at the start of each fiscal year on January 1st, payable in 24 equal installments. The employee will be paid on the 15th and last day of every month by means of direct deposit to the employee's bank account.

The Employer may, in its full discretion, adjust the Employee's salary upwards, if and when the Employer deems appropriate. The initial salary will be \$ _____, subject to annual review.

4. Hours Of Work

The Employee understands and agrees that he/she must provide administrative services as described in Schedule A to this Agreement during the hours from 7:30 a. to 3:30 p.m. Monday, Wednesday and Friday.

The employee accepts that his/her hours of work may vary from time to time as circumstances demand. He must also be reasonably available to deal with emergencies if and when they arise.

If the Employee is unable to work because of illness, a medical certificate may be required either to certify that the absence is medically justified, or to certify medical fitness to recommence work.

The Employee will be expected to devote his/her time to the business of the Employer and to use his best efforts to promote the Employer's interests and well-being. The Employee will not, except with the written consent of the Employer, devote time to any other business or occupation that may conflict with his regular work duties or hours.

5. Vacation

The Employee will be entitled to __ weeks' vacation annually. Such vacation shall be taken at a time that is mutually agreeable to the Employee and to the Employer. The agreed date/s must be confirmed by _____ of each calendar year. Vacation time not used in the year of entitlement cannot be accumulated or as stipulated in the attached job description.

6. Resignation and Termination

Resignation by the Employee: The Employee may terminate his employment pursuant to this Agreement by providing the Employer with at least fourteen (14) days' advance notice in writing. The Employer may waive such notice, in whole or in part, and if it does the Employee's entitlement to remuneration and benefits pursuant to this Agreement will cease on the date that his active service ends.

Termination for Cause: The Employer may terminate this Agreement at any time for cause without notice. If the Employee is terminated for cause, the Employer will not make any further payments under this agreement except for the payment of salary and vacation due and owing at the time of termination.

Termination without Cause: Where this Agreement is terminated without cause, the Employer will provide the Employee with the minimum written notice of termination or payment in lieu of such notice required under the *Ontario Employment Standards Act*. If a payment is made in lieu of notice, such payment will be made in full satisfaction of any

and all entitlements to severance, notice or pay in lieu of notice, whether by statute or under common law.

The employee will be required to pass a Police records check before employment at the employer's expense.

7. Employer Property and Confidential Information

Employer Property: In the event of the termination of the Employee's employment for any reason, the Employee shall deliver all cleaning/maintenance tools, stock, keys and other materials or things which belong to the Employer on or before the Employee's last day of work.

Confidential Information: The Employee acknowledges that during the course of his employment, the Employee may acquire information that is confidential. The Employee agrees not to disclose any confidential information with respect to the private affairs of the Employer or any of its residents without the prior written authorization of the Employer. The confidentiality requirement contained in this clause will survive the termination of this Agreement.

8. Employer Policies.

The Employee acknowledges that, from time to time, the Employer may introduce or alter its policies to suit current business conditions or needs of the residents, upon 30 days' notice to the Employee.

9. Conflict of Interest

To avoid any real, potential or apparent conflict of interest in their dealings with all unit owners, employees of the Corporation may not accept any gifts, hospitality or other benefits from unit owners without the approval of the President. Any offers of the same must be reported to the President in a timely manner.

The acceptance of any offer of gifts, hospitality or other benefits without the expressed approval of the President may result in disciplinary action up to and including the termination of employment.

10. Severability

If any provision or part of any provision in this Agreement is void, invalid, or unenforceable for any reason, it shall be severed without affecting the validity of the balance of the Agreement.

11. Entire Agreement

This Agreement is a complete and entire understanding between the Employer and the Employee regarding the Employment relationship and supersedes all prior discussions and agreements. The Employee acknowledges that no representations or promises, other than those contained herein, have been made by the Employer or any of its employees or agents. This Agreement may not be modified except in writing signed by both parties.

12. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

CARLETON CONDOMINIUM CORPORATION NO 498.

President's name

President's signature

I, _____, acknowledge that the Employer has given me reasonable opportunity to review this Agreement and to consult with advisors of my own choice before asking me to sign it. I have read and accept all of the terms and conditions of this Agreement as contained herein and as contained in the attached Schedule "A" to this Agreement.

Employee's Signature

Date

OFFICE ADMINISTRATOR JOB DESCRIPTION

Responsibilities: The Office Administrator (OA) is responsible for the administration of the Site Office; and for the provision of administrative support to the Property Manager (PM), and the Board of Directors. With respect to the latter responsibility, the OA will respond directly to the PM in providing administrative support.

Administrative Duties:

- A primary responsibility of the OA is to maintain the Office and computer filing systems, ensuring that the Registers are kept up-to-date. The OA is to establish a Filing Index for both systems that will allow ready access to the Files by the PM, the Staff, or the Directors. These Files will include the following:
 - Attend monthly Board meetings in the role of recording secretary for which the OA will receive a separate payment of \$150. A copy of the minutes derived from the meeting should be provided to the Property Manager no later than one week after the meeting was held.
 - Address e-mails/phone messages/mail
 - Preparing Notices and distributing information to Residents as directed by the PM;
 - Respond to owner enquiries. Address e-mails/phone messages/mail. This includes drop-ins from residents to advise/ask for something to be done or occurring e.g. noise complaints/ moving in/outs etc.
 - Generate work orders
 - Update work orders with details on work performed, noting current status or each
 - Follow up with contractors of aged work orders
 - Assist the Property manager to schedule/contractor appointments (individual appointments with unit owners are the responsibility of the contractor)
 - Maintain and update contractor lists
 - Maintain list of ongoing projects i.e. roofs/attics/windows/siding etc.
 - Parking control and all issues arising from infractions
 - Issuing parking passes and leases for rental parking
 - Providing A/R with details relating to parking charges and cancellations
 - Review of security reports
 - Single family Rule enforcement. Identifying, inspecting, recording informational, correspondence, administrative charges (including reporting to A/R and follow up to ensure charges are posted accurately. Maintain and update the 'rental units' list for each unit in breach of rule
 - Draft and send letters on various issues – e.g. notices – charges –appointments etc.
 - Receive payments/invoices and provide the to the property Manager

- Prepare report for property manager relating to owner enquiries/requests.
- Organize and maintain own work area.
- Maintain office equipment – e.g. photocopies/fax/printer Etc.
- Track/order office supplies
- Contact with Axia technical staff for issues relating to the software used and hardware.
- Certifying invoices for materiel received;
- Recording and reporting any accident or incident on the appropriate form, and advising the PM by e-mail or telephone as soon as possible;
- Recording sick leave and holidays, and forwarding to the PM;
- In December of each year, drafting yearly holiday and week-end work schedules for review by PM;

Weekly meetings:

The OA is responsible to provide PM with the:

- List of all homeowner requests and concerns requiring direction
- List of all homeowner requests and concerns that were addressed, including action taken.
[This includes drop-ins from residents to advise/ask for something to be done or occurring e.g. noise complaints/ moving in/outs etc.]
- Updated summary list of work orders, noting current status of each
- Update on any units in breach of occupancy rules currently with Legal
- Update on any units in breach of occupancy rules pending Legal action
- Draft letters to owners for review

For return to head office – to be placed in an inter-office envelope

- Invoices of work completed, that notes the item as complete and date completed.
- Estimates from contractors
- Cheques and parking leases that are recorded on the appropriate form
- Copies of any correspondence from owners etc... directed to manager or Board of Directors

Other Duties:

- As directed by Board of Directors and/or the Property Manager

No reference to the bilingual nature of the position especially in dealing with residents or owners