

## RMT Work Contract Example / Guidelines'

Please note that this document will serve as an employment contract guideline for Registered Massage Therapists in the province of Newfoundland and Labrador. The intention of this document/Guideline is to clarify the employment agreement between all relevant parties and may serve as supporting documentation for either party in a dispute brought before the Labour Division of NL. The NLMTA requires an updated contract document be included in the registration file of each active RMT within this province. It is highly recommended that other relevant parties also retain a copy of your contract for their own records.

### Example

This document serves as a contract agreement between \_\_\_\_\_, RMT (active status in the province of Newfoundland and Labrador), and \_\_\_\_\_ (Owner/Operator/Leasor name), pertaining to the offering of Massage Therapy services located at \_\_\_\_\_ (location).

The above mentioned RMT will undertake operations at the aforementioned location as one of the following operations categories:

- A) Sole Proprietor/Leasee \_\_\_\_
- B) Sub Contractor \_\_\_\_
- C) Employee \_\_\_\_

### Section 1- Explanation of Operation Categories

1-A) A **sole proprietor** or leasee is an individual who is considered **self employed**, either out of their own home, or a space for which they are the sole/partnered leasee. This individual is responsible for rental fees and/or maintenance as outlined in their rental contract.

1-B) A **sub contractor** is an individual who is considered **self employed**. This individual may be responsible for a rental fee. This fee may be either an agreed upon flat rate, or a percentage of clinical charges, and is often referred to as a "split". Often times, this employment agreement applies to RMTs in multidisciplinary spaces. See Section 2 for specific parameters regarding this designation.

1-C) An **employee** is an individual who retains the rights and privileges of an **employee**, as set out under the Labour Division of Newfoundland and Labrador. The full Labour Standards Act can be found at: <http://www.assembly.nl.ca/legislation/sr/statutes/102.htm>.

### Section 2- Employment Parameters for RMTs identified as Operations Category B '**Sub Contractor**'

Please check and/or complete relevant sections:

\_\_\_\_ Sub Contractor will pay a flat rate rental fee of \$\_\_\_\_\_, to be paid per month.

\_\_\_\_ Sub Contractor will retain a percentage of the clinical fees charged for their services at the above mentioned location. This percentage is \_\_\_\_\_% to the RMT, and \_\_\_\_\_% to the Operator/ Company.

In both of the above cases, The RMT may be responsible for any of the following:

\*Please indicate, for each line, the responsibilities of the RMT (the 'hired') and the Owner/Operator/Company (the 'hirer') and its employees:

Administrative Duties:

Fee Collection \_\_\_\_\_  
Scheduling \_\_\_\_\_

Other Admin duties

Retention and/or remittance of relevant monies (HST, EI, CPP etc.) \_\_\_\_\_  
Records and Invoices of relevant monies to be prepared by \_\_\_\_\_  
Retention, storage and custodianship of clinical files, and access to clinical files post-employment  
\_\_\_\_\_

\*As stated in the Massage Therapy Policy Position Statement 3 'Record Retention' (CMTNL 2007), Any RMT has the right to maintain and retain a copy of their active patient's files, or to access these files in the future should it be required. The transfer of these requested files should be conducted in a timely fashion, and any administrative charges must be within reason.

Cessation of employment with \_\_\_\_\_ days' notice by either 'hiree' or 'hirer'.

Notification of patients for cessation of employment \_\_\_\_\_

Maintenance Duties and Equipment:

Laundry \_\_\_\_\_  
Cleaning and/or maintenance of the treatment space \_\_\_\_\_  
Property and/or structure maintenance or repairs \_\_\_\_\_  
Treatment equipment (table, linens, pillows, lotion, towels etc.) to be provided by \_\_\_\_\_

Other Employment Contract Negotiations

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is **STRONGLY RECOMMENDED** by the NLMTA that all relevant parties retain an updated copy of this contract. In the event of a change to employment parameters, please complete a new form, or modify (with date and signatures) the existing form. The NLMTA will retain a copy on the behalf of the hiree, but it is the **SOLE** responsibility of each RMT to ensure that this contract document is current.

Signed Date \_\_\_\_\_

RMT/hiree \_\_\_\_\_  
Signature \_\_\_\_\_

Company Owner/Operator \_\_\_\_\_  
Signature \_\_\_\_\_

Witness Signature \_\_\_\_\_

