

Employment Contract

This sample employment contract is from “Self-Employment vs. Employment Status,”
CDHA (no date available)

(NOTE: This is only one example of an employment contract. This example is meant primarily as a checklist for items to be considered and is not the definitive form of agreement. In every case the specific facts of each situation and the relevant provincial law must be considered. Please ensure that you obtain independent legal advice from a lawyer of your choice prior to relying on this form of agreement.)

THIS AGREEMENT made as of the day of , 20 .

BETWEEN:

(hereinafter referred to as the “Dentist”)

OF THE FIRST PART

AND:

(hereinafter referred to as the “Employee”)

OF THE SECOND PART

WHEREAS the Dentist is a member in good standing of a Provincial Dental Association and is duly qualified and licensed to practice dentistry in the Province of *****;

AND WHEREAS the Dental Hygienist is a member of the Canadian Dental Hygienists Association and is duly qualified and licensed to practice dental hygiene in the Province of *****;

AND WHEREAS the Dentist manages a dental practice (the “practice”) from certain premises located at ***** (the “premises”);

AND WHEREAS the practice includes all equipment, furniture, assets, supplies and facilities necessary to conduct the dental practice (the “equipment”) together with all

managerial, secretarial, administrative and accounting services necessary to conduct the practice (the “services”);

AND WHEREAS the Dentist desires to hire the Dental Hygienist as an employee of the practice on the terms and conditions set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 - EMPLOYMENT

1.1.The Dentist hereby agrees to employ the Dental Hygienist to perform all of the normal and usual duties associated with providing dental hygiene services in the Dentist’s practice. The Dental Hygienist agrees to devote substantially all of his or her time, attention and energies providing dental hygiene services to the practice.

ARTICLE 2 - TERM

2.1.This employment of the Dental Hygienist is not for a limited term and shall commence on ***** and shall continue until this Agreement is terminated pursuant to the terms and conditions contained herein.

2.2.This Agreement may be terminated at any time upon the mutual agreement of the parties hereto.

ARTICLE 3 - DUTIES

3.1.The Dental Hygienist shall perform diligently and conscientiously those duties as are customarily required by and required of a Dental Hygienist and as the Dentist may reasonably require from time to time. The Dental Hygienist agrees to perform the duties prescribed to the best of his or her ability and to the satisfaction of the Dentist. In addition to those duties referred to above the Dental Hygienist shall be required to perform the specific tasks set out in Schedule “B” attached hereto.

ARTICLE 4 - COMPENSATION AND BENEFITS

4.1.The Dental Hygienist shall receive the remuneration and benefits set out in Schedule “A” attached hereto. The Dentist shall make all of the normal and usual statutory remittances and deductions on behalf of the employed Dental Hygienist.

4.2.Each year during the term of this Agreement the Dental Hygienist shall be entitled to a period of vacation not exceeding *****(**) weeks during which time all remuneration and benefits shall be paid in full. The Dental Hygienist’s annual vacation shall be taken at a time acceptable to the Dentist. Paid vacation is not to be carried forward into later years and must be taken in the year in which it is accrued. Any unused vacation time will be paid to the Dental Hygienist at the year end.

ARTICLE 5 - CONFIDENTIALITY AND NON-COMPETITION

5.1. The Dental Hygienist acknowledges that in providing services to the Dentist he or she will acquire information about certain matters and things which are confidential to the Dentist and which information is the exclusive property of the Dentist, including, but without limiting the generality of the foregoing:

- (a) Lists of past, present and potential patients of the Dentist;
- (b) All patient files, records and charts;
- (c) Information relating to the dental practice, its finances, its manner of operations and other operational data.

5.2. The Dental Hygienist acknowledges that the information herein referred to could be used to the detriment of the Dentist. The Dental Hygienist undertakes to treat confidentially all such information and agrees not to disclose same to any third party during the currency of this Agreement or thereafter. The Dental Hygienist acknowledges, without prejudice to any other rights of the Dentist, that an injunction is the only effective remedy to protect the Dentist's rights as set out in this subparagraph.

5.3. The Dental Hygienist covenants and agrees that he/she will not, during the term hereof and for a period of six (6) months from the date of termination of this Agreement:

- (a) Solicit for employment any person who is, at the time of such solicitation, employed by the Dentist, or directly or indirectly induce such person to leave his or her employment with the Dentist; and
- (b) Directly or indirectly, whether as principal, agent, associate, director or shareholder of a company, or otherwise, solicit or aid in the solicitation of any of the Dentist's patients.

5.4. The Dental Hygienist hereby acknowledges that all patient files and charts are and shall remain the property of the Dentist unless the parties agree in writing to the contrary. In the event that this Agreement is terminated, the Dental Hygienist shall deliver to the Dentist all patient files and charts that are in the Dental Hygienist's possession and that belong to the Dentist.

ARTICLE 6 - TERMINATION

6.1. The employment of the Dental Hygienist may be terminated only in the following manner and only in the following circumstances:

- (a) At any time the Dentist may notify the Dental Hygienist of his or her immediate dismissal, for cause. For the purpose of this Agreement "cause" shall be a material breach of this contract which is more than mere negligence on the part of the Dental Hygienist and which results in the Dentist suffering or incurring substantial damages, liability or costs on account of the Dental Hygienist's willful misconduct or gross negligence. No notice is required to be given.

(b) At any time, the Dentist may terminate the employment of the Dental Hygienist, if not for cause, by giving to the Dental Hygienist notice of termination of one (1) month per year of employment. As an alternative, payment in lieu of notice of termination may be given. All benefits accruing to the Dental Hygienist shall continue through the notice period. If the Dental Hygienist is terminated during the first year of employment, one month's notice will be given. There shall be no maximum cap on the length of the notice required pursuant to this paragraph. In the event that provincial legislation specifies the amount of notice to be given on termination and if this agreement provides for less notice than specified by statute, in that event only, the provisions of the statute shall prevail as to the length of the notice period.

6.2. Notwithstanding paragraph 6.1 above, this Agreement shall be terminated immediately upon the death of the Dental Hygienist or if the Dental Hygienist is incapable, as a result of mental or physical incapacity, of conducting the practice of Dental Hygiene for a period of four (4) consecutive months.

6.3. Notwithstanding anything to the contrary contained in this Article, either party shall have the right to terminate this Agreement, upon the occurrence of any of the following events, such termination to be effective immediately upon receipt by the other party of written notice to the effect that:

- (a) Either the Dentist or the Dental Hygienist becomes bankrupt or insolvent or makes an assignment for the benefit of such party's creditors, has a petition of bankruptcy filed against him/her or attempts to avail him/herself of any protection arising out of an applicable statute relating to insolvent debtors; or
- (b) Either the Dentist or the Dental Hygienist is suspended for any period of time or loses his or her license to practice either dentistry or dental hygiene by the respective provincial licensing associations.

ARTICLE 7 - NOTICE

7.1. Any notice, report, direction, request or other documentation required or permitted to be given to any party hereto shall be in writing and shall be given by personal service, telecopier, or by mailing by prepaid mail addressed as follows:

(1) to

Telecopier no.

(2) to at:

Telecopier no.

Either party may by notice in writing advise of a new address for notice, which shall then be used by the party to whom it is addressed.

Any notice, report, direction request or other document delivered personally, or by telecopier in accordance herewith shall be deemed to have been received by and given to the addressee on the day of delivery of transmission. Any notice, report, direction, request or other document mailed as aforesaid shall be deemed to have been received by and given to the addressee on the third (3rd) business day following the date of mailing, provided that for such purposes no day during which there shall be a strike or other occurrence which shall interfere with normal mail service shall be considered a business day.

ARTICLE 8 - GENERAL

- 8.1. In the event that any provision or part of this Agreement shall be deemed void or invalid by a Court of competent jurisdiction, the remaining provisions, or parts of it shall be and remain in full force and effect.
- 8.2. This Agreement constitutes the entire Agreement between the Parties with respect to their relationship and any and all previous agreements, written or oral, expressed or implied between the Parties or on their behalf relating to their relationship are terminated and cancelled and each of the Parties forever releases and discharges the other of and from all manner of actions, causes of action, claim or demands whatsoever under or in respect of any agreement.
- 8.3. Any modification to this Agreement must be in writing and signed by the Parties hereto.
- 8.4. This Agreement shall be governed by the laws of the Province ***** and the parties agree that they will attorn to the jurisdiction of the Courts of *****.
- 8.5. All terms and words used in this Agreement, regardless of the number and gender in which they are used shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.
- 8.6. Time shall be of the essence of this Agreement and every part thereof.
- 8.7. This Agreement is personal to the parties hereto and shall not be assigned without the written consent of the other party hereto, which consent shall not be unreasonably withheld.
- 8.8. The Dental Hygienist confirms that it has been recommended to the Dental Hygienist that the Dental Hygienist consult a solicitor and obtain independent legal advice prior

to the execution of this contract. The Dental Hygienist confirms that he or she has voluntarily declined to seek independent legal advice despite being given every opportunity to do so. The Dental Hygienist confirms that he or she has signed this Agreement voluntarily and with full understanding of the nature and consequences of the Agreement.

8.9. This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the Parties hereto have executed this agreement as of the date first above written.

SIGNED, SEALED AND DELIVRED)
in the presence of:)
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SCHEDULE "A"

COMPENSATION AND BENEFITS:

SCHEDULE "B"

SPECIFIC DUTIES FOR THE HYGIENIST: