

**EMPLOYMENT CONTRACT BETWEEN:**

\_\_\_\_\_  
**(hereinafter the “Employer”)**

**The Employer:** \_\_\_\_\_

Business Name (if a Business, provide key business contract under Last name/First name):

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**The Employee:** \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**The PARTIES agree as follows:**

**DURATION OF CONTRACT**

1. This Contract shall have a duration of \_\_\_\_\_ ( ) months from the date the EMPLOYEE assumes his/her functions (the “TERM OF EMPLOYMENT”)
2. Both parties agree that this Contract is conditional upon THE EMPLOYEE obtaining a valid work permit pursuant to the *Immigration Regulations*, and his/her successful entry into Canada.

**JOB DESCRIPTION**

3 The Employee agrees to carry out the following tasks (**Describe tasks in detail**):

**WORK SCHEDULE**

4 THE EMPLOYEE shall work \_\_\_ hours per week. THE EMPLOYEE shall receive 150% of his/her hourly wage for hours worked over 8 hours per day up to 10 hours per day, and 200% of his/her hourly wage for hours worked over 10 hours per day to a maximum of 12 hours per day. His/her workday shall begin at \_\_\_\_\_ and end at \_\_\_\_\_, or, if the schedule varies by day, specify: \_\_\_\_\_.

5 THE EMPLOYEE shall be entitled to sixty (60) minutes, total, per day of break time (lunch, coffee breaks, etc.)

6 THE EMPLOYEE shall be entitled to two (2) days off per week, on \_\_\_\_\_

7 THE EMPLOYEE shall be entitled to \_\_\_\_\_ (\_\_\_\_) days/weeks of paid vacation or, if agreed to by both parties, 4% of wages earned for vacation pay.

8 THE EMPLOYEE shall be entitled to medical and non-medical leave in accordance with THE EMPLOYER’S policy.

**WAGES AND DEDUCTIONS**

9 THE EMPLOYER agrees to pay THE EMPLOYEE for his/her work, wages of \$\_\_\_\_\_ per week, or \$\_\_\_\_\_ per hour. These shall be paid at intervals of \_\_\_\_\_.

10 THE EMPLOYER agrees to make all deductions from the gross income of THE EMPLOYEE, as prescribed by law (including, but not limited to, Employment Insurance, Income Tax and Canada Pension) and submit them to the proper authority.

11 THE EMPLOYER shall not recoup from THE EMPLOYEE, through payroll deductions or any other mean, any costs incurred in recruiting or retaining THE EMPLOYEE. These include, but are not limited to, any amounts payable to a third-party recruiter.

**REVIEWING WAGE**

- 12 If applicable, THE EMPLOYER agrees to review and adjust (if necessary) THE EMPLOYEE’S wages after twelve (12) months of employment, to ensure that they meet the prevailing wage rate for the occupation in the region.

### **TRAVEL EXPENSES**

- 13 THE EMPLOYER agrees to assume THE EMPLOYEE’S full transportation costs between THE EMPLOYEE’S country of residence and the place of work.

### **ACCOMMODATION**

- 14 THE EMPLOYER agrees to ensure that reasonable and proper accommodation is available for THE EMPLOYEE, and shall provide THE EMPLOYEE with suitable accommodation if necessary. If accommodation is provided, THE EMPLOYER shall recoup costs as outlined below. Such costs shall not be more than is reasonable for the accommodations of that type in the employment location.

THE EMPLOYER \_\_\_\_\_ will/ \_\_\_\_\_ will not provide THE EMPLOYEE with accommodation (Mark “X” beside appropriate section)

If yes, THE EMPLOYER will recoup costs at an amount of \$ \_\_\_\_\_ per \_\_\_\_\_ (month, 2 week period, etc) through payroll deductions.

### **HOSPITAL AND MEDICAL CARE INSURANCE**

- 15 THE EMPLOYER agrees to provide health insurance at no cost to THE EMPLOYEE until such time as THE EMPLOYEE is eligible for applicable provincial health insurance. THE EMPLOYER will assist THE EMPLOYEE to register with the B.C. Medical Services Plan as soon as THE EMPLOYEE is eligible for provincial health insurance.

### **WORKPLACE SAFETY INSURANCE (WORKERS’ COMPENSATION BOARD)**

- 16 THE EMPLOYER agrees to register THE EMPLOYEE under the relevant provincial government insurance plan. THE EMPLOYER agrees not to deduct money from THE EMPLOYEE’S wages for this purpose. The relevant provincial government workplace insurance plan is Worksafe BC.

### **NOTICE OF RESIGNATION**

- 17 Should THE EMPLOYEE wish to terminate the Employment Contract, THE EMPLOYEE agrees to give THE EMPLOYER written notice at least one (1) week in advance.

### **NOTICE OF TERMINATION OF EMPLOYMENT**

- 18 THE EMPLOYER must give written notice before terminating the contract of THE EMPLOYEE if this Employee has completed three (3) months of uninterrupted service with THE EMPLOYER, and if the contract is not about to expire. Such notice shall be provided at least two (2) weeks in advance and is not required in cases where THE EMPLOYEE is in breach of the terms of his/her employment or is being terminated for cause.

### **CONTRACT SUBJECT TO PROVINCIAL LABOUR AND EMPLOYMENT LEGISLATION AND APPLICABLE COLLECTIVE AGREEMENTS**

- 19 THE EMPLOYER is obliged to abide by the standards set out in the relevant provincial labour standards act and, if applicable, the terms of any collective agreement in place. In particular, THE EMPLOYER must abide by the standards with respect to how wages are paid, how overtime is calculated, meal periods, statutory holidays, annual leave, family leave, benefits and recourse under the terms of the Act and, if relevant, collective agreement. Any terms of this Contract of Employment less favourable to THE EMPLOYEE than the standards stipulated in the relevant labour standards act is null and void.

**IN WITNESS WHEREOF** the parties state that they have read and accepted all the terms and conditions stipulated in the present Contract.

Signed at : \_\_\_\_\_ and at: \_\_\_\_\_

**Employee:**

Name: \_\_\_\_\_  
Signature of Applicant: \_\_\_\_\_  
Date: \_\_\_\_\_

**Authorized on behalf of the Employer by:**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Date: \_\_\_\_\_

Additionally, THE EMPLOYEE AGREES:

- 1 That, subject to clause 6 below, this Contract is void if THE EMPLOYEE resigns or is terminated for cause.
- 2 To sign an authorization permission slip at the initial signing of the Employment Contract to allow THE EMPLOYER to make regular deductions from THE EMPLOYEE's final pay to pay for all personal expenses, including but not limited to, those listed in 4 below.
- 3 That all expenses that THE EMPLOYER has paid on behalf of THE EMPLOYEE, including personal telephone call charges, clothing (other than required uniform), \_\_\_\_\_, and other personal services that THE EMPLOYEE has not reimbursed THE EMPLOYER for as of the termination of the contract, will be deducted from THE EMPLOYEE's final pay.
- 4 To comply with the Health and Safety regulations with regard to the wearing of all personal protective equipment. Failure to wear personal protective equipment, or comply with THE EMPLOYER's Drug and Alcohol Policy, shall be grounds for immediate dismissal.
- 5 That the failure to complete the terms of the Employment Contract will result in the termination of the employment Contract, and will release THE EMPLOYER from all terms and conditions of this Employment Contract, excluding the responsibility of THE EMPLOYER to provide round trip transportation to THE EMPLOYEE's place of residence, as required by Service Canada.

Signed at : \_\_\_\_\_ and at: \_\_\_\_\_

**Employee:**

Name: \_\_\_\_\_  
 Signature of Applicant: \_\_\_\_\_  
 Date: \_\_\_\_\_

