

# EMPLOYMENT CONTRACT

## Employer

Business Name \_\_\_\_\_

Key Contact and Position \_\_\_\_\_

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

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

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

## Employee

Name: \_\_\_\_\_

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

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

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

**The PARTIES agree as follows:**

### DURATION OF CONTRACT

1. This contract shall have duration of permanent, full-time employment from the date the EMPLOYEE assumes his/her duties ("TERM OF EMPLOYMENT").

*The EMPLOYEE is an approved YUKON NOMINEE; therefore, the duration of the contracted employment is deemed to be PERMANENT, FULL-TIME with no specified end date.*

2. Both parties agree that this contract is conditional upon the EMPLOYEE obtaining a valid Temporary Work Permit pursuant to Citizenship and Immigration Canada *Immigrant and Refugee Protection Act Regulations* and upon his/her successful entry to Canada.

### JOB DESCRIPTION

POSITION HIRED FOR: \_\_\_\_\_

3. The EMPLOYEE agrees to carry out the following tasks (describe tasks in detail):

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

## WORK SCHEDULE

4. The EMPLOYEE shall work \_\_\_\_\_ hours per week. He/she shall receive \_\_\_% more than regular wages for any hours worked over this limit. His/her workday shall begin at \_\_\_\_\_ and end at \_\_\_\_\_ or, if the schedule varies by day, please specify:  
\_\_\_\_\_.

5. The EMPLOYEE shall be entitled to \_\_\_ minutes per day break time (lunch, coffee breaks, etc.).

6. The EMPLOYEE shall be entitled to \_\_\_ day(s) off per week, on \_\_\_\_\_.

7. The EMPLOYEE shall be entitled to \_\_\_ weeks paid vacation.

8. The EMPLOYEE shall be entitled to \_\_\_ days of sick leave per year.

## WAGES AND DEDUCTIONS

9. The EMPLOYER agrees to pay the EMPLOYEE, for his/her work, wages of \$ \_\_\_\_\_ per week, or \$ \_\_\_\_\_ per hour, paid at intervals: \_\_\_\_\_.

10. The EMPLOYER agrees to pay all taxes and submit all deductions payable as prescribed by law (including, but not limited to, Employment Insurance, income tax and Canada Pension Plan or Quebec Pension Plan).

11. The EMPLOYER shall not recoup from the EMPLOYEE, through payroll deduction or any other means, any costs incurred in recruiting or retaining the EMPLOYEE. These include, but are not limited to, amounts payable to a third-party representative/recruiter.

## REVIEWING WAGES

12. If applicable, the EMPLOYER agrees to review and adjust (if needed) the EMPLOYEE'S wages after 12 months of continuous employment to ensure they meet the prevailing wage rate for the occupation in the region where the EMPLOYEE shall be employed.

## TRANSPORTATION COSTS

**[Complete the appropriate clause 13 according to the specific situation.]**

13. The EMPLOYER agrees to assume transportation costs of *round trip air travel* of the EMPLOYEE between his/her country of permanent residence and place of work in Canada:  
\_\_\_\_\_ (please specify).

It is the EMPLOYER'S obligation and responsibility to pay transportation costs; they **cannot** be passed on to the EMPLOYEE (i.e. EMPLOYEE pays transportation costs on behalf of employer and is reimbursed at a later date). **Transportation costs are not recoverable from the EMPLOYEE.**

Or

13. As the EMPLOYEE is currently *in Canada*, the EMPLOYER agrees to pay costs of transporting the EMPLOYEE from his/her current Canadian address to the EMPLOYER'S location of work in Canada: \_\_\_\_\_ (EMPLOYEE'S current Canadian address and place of work), as well as one-way transportation back to the EMPLOYEE'S country of permanent residence: \_\_\_\_\_.

It is the EMPLOYER'S obligation and responsibility to pay transportation costs; they **cannot** be passed on to the EMPLOYEE (i.e. employee pays his/her transportation on behalf of the EMPLOYER and is reimbursed at a later date). **Transportation costs are not recoverable from the EMPLOYEE.**

Or

14. If there is a *termination of the original employer-employee relationship* and the EMPLOYEE is hired by a NEW EMPLOYER, the EMPLOYEE shall release the ORIGINAL EMPLOYER from the obligation of return transportation costs to the country of permanent residence. The NEW EMPLOYER is then responsible for the EMPLOYEE 's transportation costs to the new location of work in Canada and return to country of permanent residence in the event the EMPLOYEE is dismissed for CAUSE.

The EMPLOYER remains obliged to and responsible for paying transportation costs (i.e. the ORIGINAL EMPLOYER pays incoming transportation costs; the NEW EMPLOYER pays return transportation costs to the country of permanent residence). These costs **cannot** be passed on to the EMPLOYEE (i.e. EMPLOYEE pays for transportation on behalf of EMPLOYER and is reimbursed at a later date). **Transportation costs are not recoverable from the EMPLOYEE.**

### ACCOMMODATION

15. The EMPLOYER agrees to ensure that reasonable proper accommodation is available for the EMPLOYEE or shall provide the EMPLOYEE with suitable accommodation if necessary. If accommodation is provided, the EMPLOYER shall recoup costs as outlined below. Such costs shall be no more than what is reasonable for accommodation of the specific type in the employment location.

The EMPLOYER will \_\_\_/\_\_\_ will not provide accommodation for the EMPLOYEE (**Mark X.**)

If yes, the EMPLOYER will recover costs at \$\_\_\_\_\_ per \_\_\_\_\_ (month, two-week period, etc.) through payroll deductions.

### HOSPITAL AND MEDICAL CARE INSURANCE

16. The EMPLOYER agrees to provide temporary health insurance at no cost to the EMPLOYEE until such time as the EMPLOYEE is eligible for territorial health insurance.

### WORKPLACE SAFETY INSURANCE (Worker's Compensation)

17. The EMPLOYER agrees to register the EMPLOYEE under the territorial insurance plan. The EMPLOYER agrees not to deduct from the EMPLOYEE'S wages for this purpose.

**NOTICE OF RESIGNATION BY EMPLOYEE**

18. Should the EMPLOYEE wish to terminate this contract, the EMPLOYEE agrees to give the EMPLOYER written notice thereof at least one week in advance.

**NOTICE OF TERMINATION OF EMPLOYMENT BY EMPLOYER**

19. Should the EMPLOYER wish to terminate this employment contract, the EMPLOYER agrees to provide written notice thereof to the EMPLOYEE at least one week in advance if the EMPLOYEE has completed three (3) months uninterrupted service and if the contract is not about to expire. **Termination of the EMPLOYEE must be for CAUSE.**

**CONTRACT SUBJECT TO TERRITORIAL AND FEDERAL LABOUR, EMPLOYMENT AND HUMAN RIGHTS LEGISLATION AND APPLICABLE COLLECTIVE AGREEMENTS**

20. The EMPLOYER is obliged to abide by standards set out in the territorial labour standards act, employment and human rights legislation and, if applicable, terms of any relevant current collective agreement. In particular, the EMPLOYER must abide by standards with respect to how wages are paid and overtime calculated, meal periods, statutory holidays, annual leave, family leave, benefits and recourse under terms of the territorial standards act and, if relevant, any collective agreement. Any terms in this employment contract less favourable to the EMPLOYEE than territorial labour standards as stipulated in the territorial labour standards act are null and void.

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**IN WITNESS WHEREOF** the parties state that they have read, understood and accepted all terms and conditions stipulated in this employment contract.

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

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date