

YUKON NOMINEE 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 affirm their commitment to meet the terms set out in the Memorandum of Understanding.

The PARTIES agree as follows:

DURATION OF CONTRACT

This contract shall have duration of permanent, full-time employment. ("TERM OF EMPLOYMENT").

1. This contract shall be in force from the time it is signed by the parties to the time when:

- the employee resigns
- the employee is terminated with cause
- the employee is no longer legally able to work in Canada
- the term of the contract is completed

2. Both parties agree that this contract is conditional upon the EMPLOYEE obtaining a valid Temporary Work Permit pursuant to Citizenship and Immigration Canada's *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):

WAGES AND DEDUCTIONS

WORK SCHEDULE

4. The EMPLOYEE shall be entitled to ___ minutes per day break time (lunch, coffee breaks, etc.).

5. The EMPLOYEE shall be entitled to ___ day(s) off per week, on _____.

6. a) The EMPLOYEE shall be entitled to ___ weeks paid vacation per year.

b) Instead of paid vacation, the EMPLOYEE shall be entitled to ___% vacation pay.

7. The EMPLOYEE shall be entitled to ___ days of sick leave per year.

All wages, deductions, rates of overtime, hours of work, payment for work on statutory holidays, vacation time etc. must be consistent with current Yukon Labour Standards.

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

9. 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).

10. 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.

11 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:

_____.

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.

NOTICE OF RESIGNATION BY EMPLOYEE

13. 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

14. 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

15. 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.

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