SAMPLE EMPLOYMENT AGREEMENT

This contract, executed on , between and , has the following terms of employment:

# START DATE

The Employee will start employment on and continue until either party elects to terminate the relationship.

# WORKPLACE ADDRESS

Work will be performed at .

# WORK SCHEDULE

The following represents a typical schedule. The Employer will limit fluctuations as much as possible and provide as much notice as possible of any changes.

|  |  |  |  |
| --- | --- | --- | --- |
| * Sat | From: am/pm | To: am/pm | Daily hours |
| * Sun | From: am/pm | To: am/pm | Daily hours |
| * Mon | From: am/pm | To: am/pm | Daily hours |
| * Tue | From: am/pm | To: am/pm | Daily hours |
| * Wed | From: am/pm | To: am/pm | Daily hours |
| * Thurs | From: am/pm | To: am/pm | Daily hours |
| * Fri | From: am/pm | To: am/pm | Daily hours |

Total weekly hours

# JOB RESPONSIBILITIES

* + Childcare. The name and date of birth of each child is listed below.

We recommend attaching a specific list of tasks, timelines, and instructions to this contract.

# COMPENSATION

Regular rate of pay = $ per hour

+ Overtime rate of pay = $ per hour (for more than 40/44/48 hours in a week)

**Please note**: Overtime thresholds vary depending on the province. Moreover, in BC, hours are calculated both weekly and daily, whereby time-and-a-half applies after 8 hours, and double-time applies after 12 hours per day.

Total compensation = $ per week

Wages will be paid at the place of work:  Weekly (every Friday)

* + Biweekly (every other Friday, or 26 times per year) Method of payment:

## MILEAGE & GENERAL EXPENSES

Any kilometres driven while on the job using the Employee’s car will be reimbursed according to the Canada Revenue Agency’s [reasonable per-kilometre allowance](https://www.canada.ca/en/revenue-agency/services/tax/businesses/topics/payroll/benefits-allowances/automobile/automobile-motor-vehicle-allowances/reasonable-kilometre-allowance.html). For total annual distances up to 5,000 km, this is set at 61¢ per kilometre, and 55¢ per kilometre thereafter (as of 2022).

All other pre-approved, work-related expenses will be reimbursed at cost. The Employee will keep all receipts and submit them to the Employer for reimbursement at the end of the payment period.

## TAX-DEDUCTIBLE BENEFITS

In addition to the wages stated above, the Employer will contribute to the following Employee expenses. These contributions are tax-deductible, meaning neither the Employer nor the Employee will pay any tax on this portion of the compensation (tick any that apply):

* Parking in the amount of $ per month
* Cell phone service in the amount of $ per month (up to total amount of bill)

# PAID TIME OFF

The Employee will receive the following paid time off:

* + Sick leave ( days per year). week(s) notice is requested for any medical appointments, etc. which may cause the Employee to miss work.
  + Vacation ( days per year). The Employee will submit vacation requests at least week(s) in advance.

**Please note**: Employees in Canada are entitled to paid vacation. Depending on the province, full-time employees are generally entitled to a minimum of two weeks’ vacation a year after the first week of employment. Consult your province’s Employment Standards Act for the entitlement that applies to you. Employees are entitled to three days of unpaid sick leave per year in most provinces. British Columbia stipulates an additional five days of paid sick leave per year on top of the three unpaid days.

# STATUTORY HOLIDAYS

The Employer will provide the following **PAID** statutoryholidays (tick any that apply):

* + New Year’s Day  Civic Holiday/BC Day
  + Family Day  Labour Day
  + Good Friday  Thanksgiving Day
  + Easter Monday  Remembrance Day
  + Victoria Day  Christmas Day
  + Canada Day

+ Add others

The Employer will also provide the following **UNPAID** statutoryholidays (tick any that apply):

* + New Year’s Day  Civic Holiday/BC Day
  + Family Day  Labour Day
  + Good Friday  Thanksgiving Day
  + Easter Monday  Remembrance Day
  + Victoria Day  Christmas Day
  + Canada Day

+ Add others

**Please note:** Employers in Canada are not required to provide leave (paid or unpaid) on statutory holidays, but requirements for additional statutory holiday pay may apply depending on the province.

# TAX WITHHOLDING/REPORTING

The Employer will withhold the required payroll deductions, including CPP/QPP, EI, and income tax, from the Employee’s pay.

All tax withholdings will be reported to the Canada Revenue Agency on or before each pay day and remitted on a monthly basis. In addition, the Employer will match the Employee’s CPP/QPP pension contributions.

# CONFIDENTIALITY

The Employee understands that any and all private information obtained about the Employer or their dependents during the course of employment, including but not limited to medical, financial, legal, and career information, is strictly confidential and may not be disclosed to third parties for any reason.

# SOCIAL MEDIA POLICY

The Employee understands that no information about their location or plans for the day, or pictures of family members, should be shared on any social media network. The Employee will also not tell strangers to the family (e.g. caregiver’s friends) where they are spending the day, unless the family has authorized this.

# GROUNDS FOR TERMINATION

Grounds for immediate termination include, but are not limited to:

* Allowing the safety of the dependent(s) to be compromised
* Inconsistent performance or non-performance of agreed-upon job responsibilities
* Dishonesty
* Stealing
* Misuse of the family vehicle
* Breach of the confidentiality clause
* Persistent absenteeism or tardiness
* Unapproved guests
* Smoking or consumption of alcohol while on duty
* Use of illegal drugs

## The Employer hereby agrees to be fully bound by the terms of this contract.

Employer signature:

Printed name:

Date:

## The Employee hereby agrees to be fully bound by the terms of this contract.

Employee signature:

Printed name:

Date:

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