

Clause by Clause Comparison Appendix: Employment Agreement

Standard Framework	Standard Employment Clauses	Employment Agreement Under Review Clauses (Employment Contract FT + PT)	LAWYER COMMENTARY
Employee Expenses	<p>EMPLOYEE EXPENSES</p> <p>Provided that the Employer has provided the Employee with written authorization in advance of incurring such expenses, the Employee shall be entitled to reimbursement by Employer for reasonable expenses actually incurred on Employer’s behalf in the course of the Employee’s performance of the Services. Such reimbursement will be made only upon the presentation by the Employee of an itemized account of such expenditures together with such vouchers and other receipts as the Employer may request (“Supporting Documentation”). Expenses will be paid within a reasonable time after the submission of acceptable Supporting Documentation.</p>		<p>Recommendation: Client to consider.</p> <p>Client to consider whether they would like a provision to reimburse employee’s expenses. If the client does then it would be prudent to add language about reasonable expenses, information about what type of expenses would be acceptable and/or the requirement of supporting documentation. Requiring approval in advance provides protections for client from unexpected claims.</p>
Vacation Pay and Leave	<p>Upon termination of employment, the Employer will pay compensation to the Employee for any unused vacation days.</p> <p>The Employee agrees that, in the event that on the Termination Date the Employee has taken vacation in excess of the Employee’s</p>	<p>The Employee will be entitled to two (2) weeks annual vacation after each twelve (12) month vacation entitlement period in accordance with the <i>Employment Standards Act</i>, S.O. 2000, c. 41, as amended. The Employee acknowledges</p>	<p>Recommendation: Action required.</p> <p>It would be prudent for the client to add the highlighted language in</p>

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	entitlement under this Agreement, the Employer shall deduct such additional days from the compensation payable upon termination.	that the two (2) weeks may not be taken during the seven (7) month period between February and September without prior written approval by the Employer. The Employee may accrue vacation entitlement from one twelve (12) month period to the next.	the suggested clause. This makes it clear that the employer will not be penalized financially for excessive/extra vacation days.
Hours of Work	Expected Hours. [The Employee agrees to devote full-time efforts, as an employee of the Employer, to the employment Duties and to the obligations as described in this Agreement.] The Employee agrees to devote a minimum of [•] hours per week in performance of the Duties, exclusive of lunches and breaks, which shall be unpaid. [Hours to be recorded. Upon request of the Employer, the Employee agrees to maintain detailed and accurate records of time spent and services rendered using [Google Sheets] and to submit such records to the Employer on a bi-weekly basis.]	Hours of employment will vary between 35 and 45 hours per week, at the sole discretion of The Employer.	Recommendation: client to consider. Client to consider adding in language about whether these hours are inclusive of lunches and breaks or not. Recommend adopting the CH suggested language.
Change of Title or Duties	The Employee acknowledges and agrees that the Employer may make changes to the job title or Duties where the changes would be considered reasonable for a similar position in the industry or business of the Employer, and with the written agreement of both the Employee and the Employer.	The duties and responsibilities contained in paragraph 3 may be amended from time to time at the sole discretion of the Employer.	No recommended changes.

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