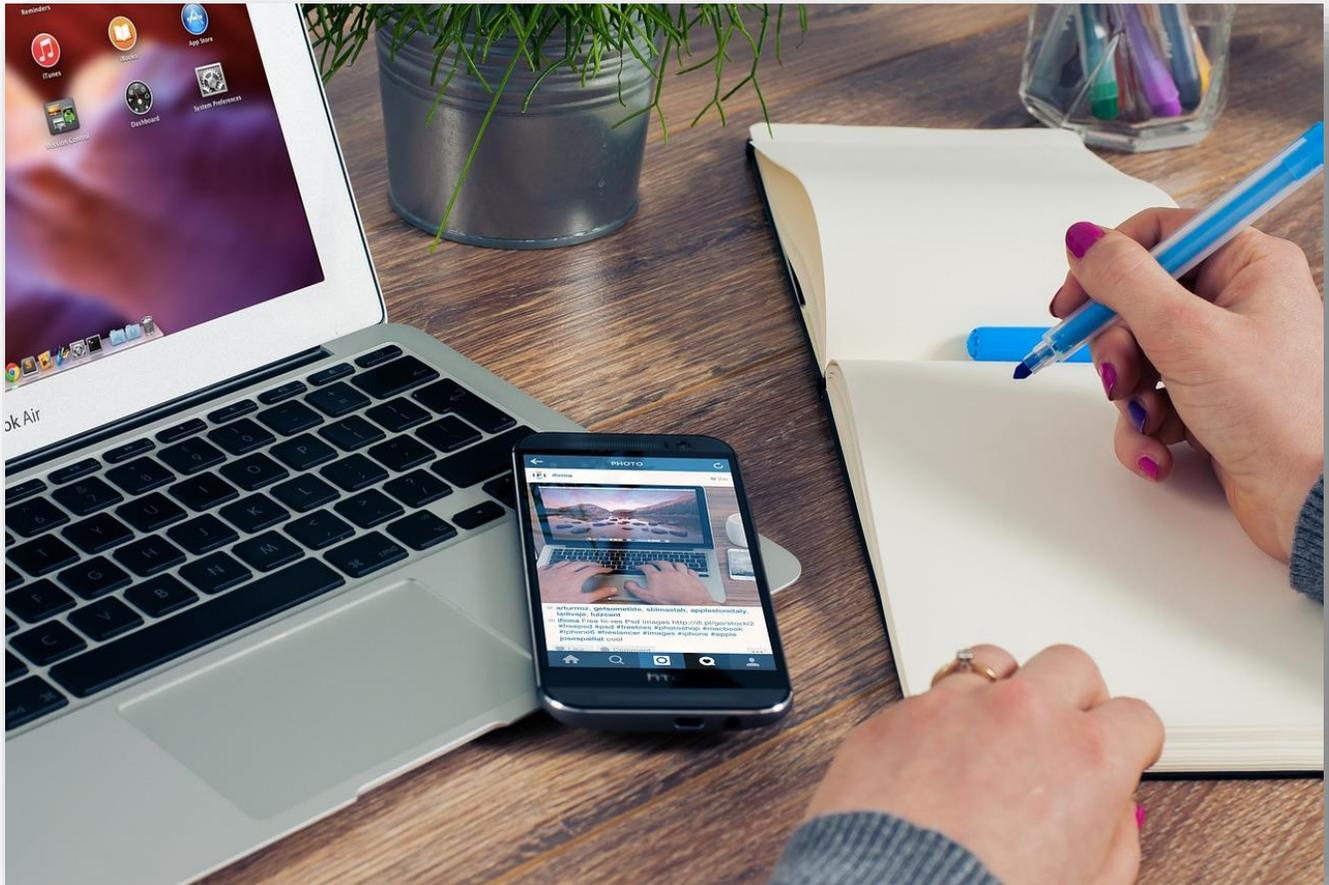




A Guide to Hiring an Unlicensed Real Estate Assistant



This booklet will provide you with all the information, procedures and tips to help you make the right decisions when hiring your unlicensed assistant.

8 SIGNS THAT IT'S TIME TO HIRE AN ASSISTANT

1. Income has plateaued
2. Consistently missing sales or listing goals
3. No free time or schedule is too hectic
4. Mistakes being made, deadlines missed, not delivering
5. Not enough lead generation sources
6. 9+ hours of work (working late every night)
7. Becoming tired or uninspired
8. Missing a good quality of work life balance

WHO IS THE RIGHT ASSISTANT?

Knowing and identifying the right personality is key to hiring an assistant. There are two key personality profiles that you should review and assess when interviewing and making your decision to hire an assistant.

Personality Profiles

Analytical

THE QUALITIES THAT ARE GOOD IN A REAL ESTATE ASSISTANT POSITION, THEY ARE:

- ✓ They are good planners and good organizers
- ✓ Task-oriented
- ✓ Time-disciplined
- ✓ Love education
- ✓ Very detail-oriented

HOWEVER.....

- ✓ They overdo the problem-solving process
- ✓ They are too serious
- ✓ They don't warm up to people quickly
- ✓ They possess a "show me" or "prove it" attitude with those around them
- ✓ They spend too much time planning and not enough time doing

HOW TO MANAGE THEM:

- ✓ They are very stable and hardly ever change jobs
- ✓ They are never concerned about a lack of success because they are extremely patient and they know their things take time
- ✓ They usually question new policies
- ✓ They tend to work alone

Amiable

THE QUALITIES THAT ARE GOOD IN A REAL ESTATE ASSISTANT POSITION, THEY ARE:

- ✓ Active listener
- ✓ Very relational
- ✓ Very patient and have great follow-through
- ✓ Warm and approachable
- ✓ Open with their feelings
- ✓ Agreeable and dependable
- ✓ Very quiet and non-confrontational
- ✓ Rely on feelings to make decisions
- ✓ Relate to expressive and analytical agents

HOWEVER....

- ✓ They are usually dependent on others to reinforce decisions.
- ✓ They love education
- ✓ They will never tell you when they are unhappy
- ✓ They avoid conflict
- ✓ They have a strong desire to be liked
- ✓ They avoid risks and resist change
- ✓ They move at a slow pace

HOW TO MANAGE THEM:

- ✓ They are motivated by security
- ✓ They need strong support systems that make them feel secure
- ✓ You need to ask for their opinions and make them feel important
- ✓ They are very loyal and committed

COMMUNICATION STYLE ASSESSMENT SURVEY (Personality Test)

Instructions for Responding

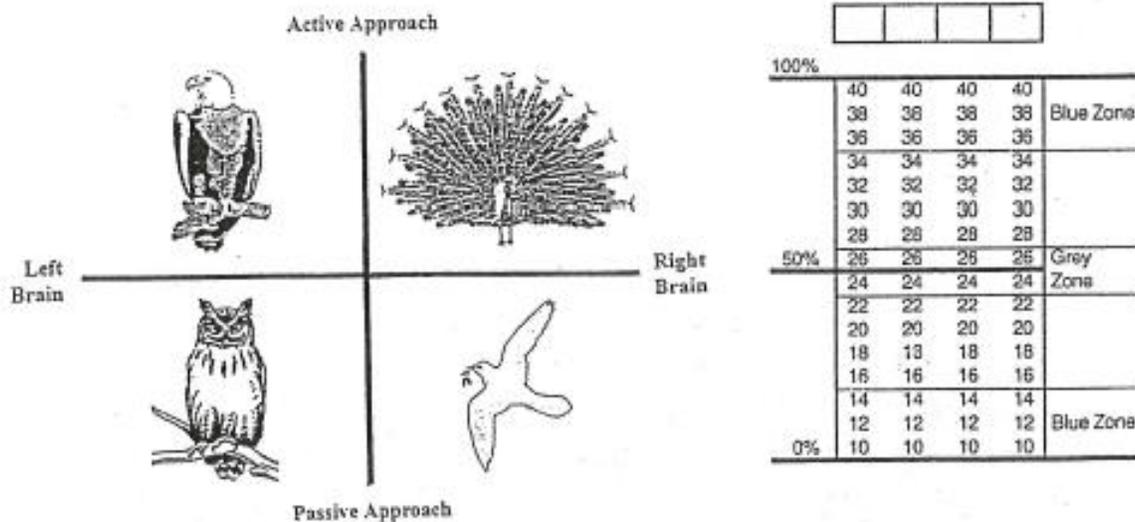
In the space provided, reading left to right, rank yourself on the four descriptive adjectives from "4" (most like you) to "1" (least like you). Respond to this assessment thinking of yourself in your work environment.

Note: You cannot use the same number twice.

EXAMPLE

3 Directing 4 Influencing 1 Stabilizing 2 Cautious

___ Directing	___ Influencing	___ Stabilizing	___ Cautious
___ Competitive	___ Upbeat	___ Sincere	___ Conservative
___ Determined	___ Spontaneous	___ Predictable	___ Diplomatic
___ Assertive	___ Communicative	___ Amiable	___ Perfectionist
___ Inquisitive	___ Outgoing	___ Dependable	___ Systematic
___ Sure Footed	___ Talkative	___ Humble	___ Reserved
___ Daring	___ Charming	___ Sensitive	___ Controlled
___ Insistent	___ Persuasive	___ Deliberate	___ Exacting
___ Restless	___ Easily distracted	___ Patient	___ Analytical
___ Judgmental	___ Flexible	___ Accommodating	___ Doubting
___ TOTAL	___ TOTAL	___ TOTAL	___ TOTAL



	Name: _____
	Date: _____ Title: _____

DETERMINING BEHAVIOUR STYLES

Date: _____

Name: _____

Instructions:

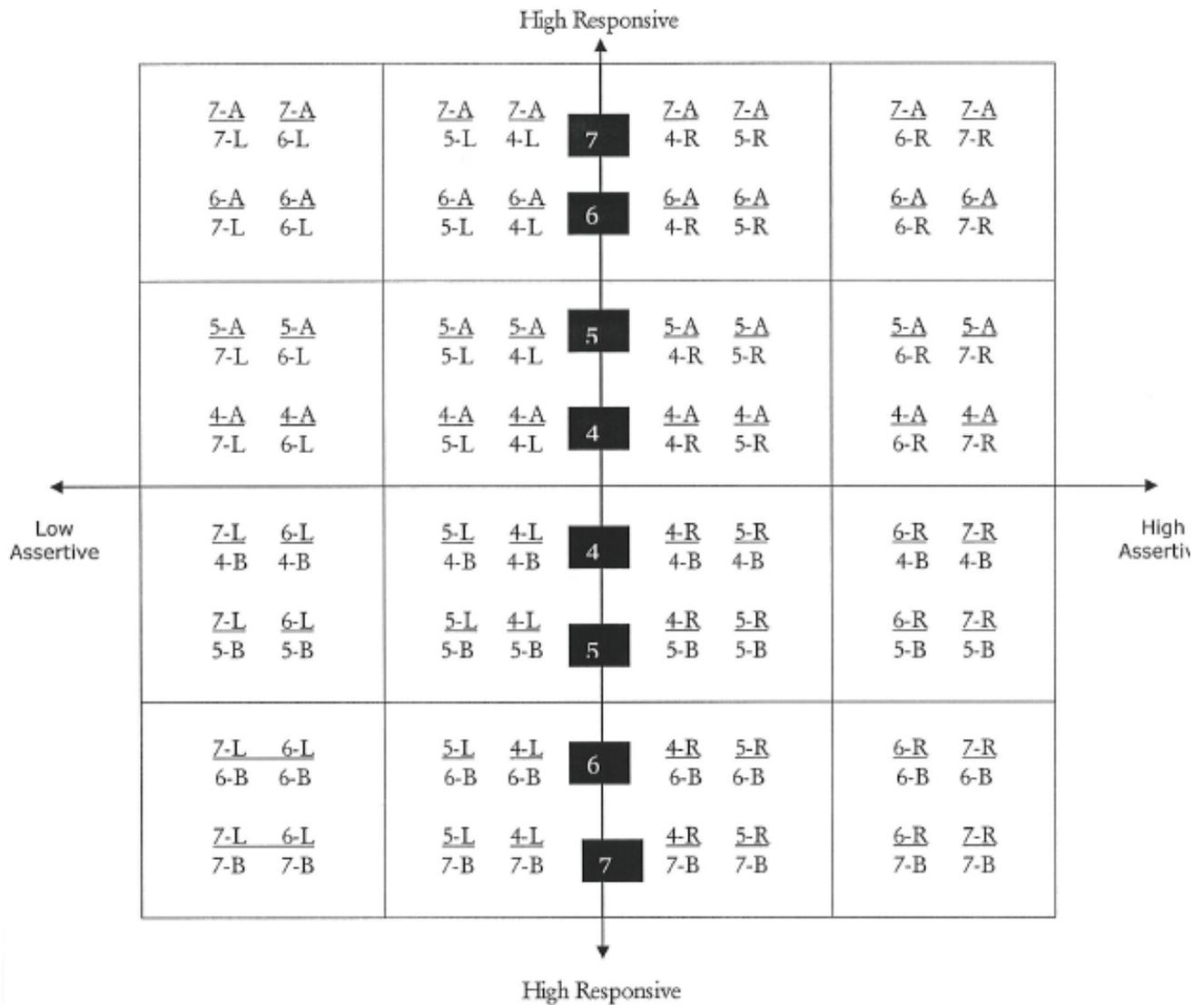
Each question below is divide into two statements. Choose the statement in either column that best describes your own true feelings and actions. There are no wrong answers. After each statement, you will find the letter R, A, L, or B. To the right of each question are two boxes with the letters. To record your answer, check the appropriate box. For example: Statement 1. If you feel you are more loud, fast, emphatic in your speech you would make a check in the box labeled R.

- | | | | | | |
|-----|--|----|---|-----|-----|
| 1. | I am loud, fast and emphatic. (R) | or | I am low, slow, and unassuming in speech. (L) | | L R |
| 2. | I share my personal feelings and stories in conversation. (A) | or | I limit my personal feelings and stories in conversation. (B) | A B | |
| 3. | I am supportive and cooperative with my expressions and body posture. (L) | or | I am challenging and competitive with my expressions and body posture (R) | | L R |
| 4. | I am disciplined with my time. (B) | or | I am undisciplined with my time. (A) | A B | |
| 5. | I am a slow paced person. (L) | or | I am a fast paced person. (R) | | L R |
| 6. | I am considerable and/or open wit my body and hand movements. (A) | or | I am limited and/or controlled with my hand and body movements. (B) | A B | |
| 7. | I tend to lean forward to stress a point. (R) | or | I tend to lean back in conversation. (L) | | L R |
| 8. | My facial expressions are somewhat expressionless. (B) | or | My facial expressions are more animated. (A) | A B | |
| 9. | I tend to dominate conversations. (R) | or | I am an infrequent contributor to conversation. (L) | | L R |
| 10. | I am more interested in opinions than faces (A) | or | I am more interested in facts than opinions. (B) | A B | |
| 11. | To take a stand, I make a limited effort. (L) | or | To take a stand, I make strong effort. (R) | | L R |
| 12. | I am serious, critical and/or defensive with my expressions and body posture. (B) | or | I am open, enthusiastic and/or friendly with my expressions and body posture. (A). | A B | |
| 13. | I state strong opinions, tend to use power, and/or take social initiative. (R) | or | I am reserved in my opinion, avoid using power and/or allow others to take social initiative. (L) | | L R |
| 14. | My actions are open and eager, feeling oriented, and/or an emotional decision maker. (A) | or | My actions are cautious and careful, thinking oriented, and/or a rational decision maker. (B) | A B | |

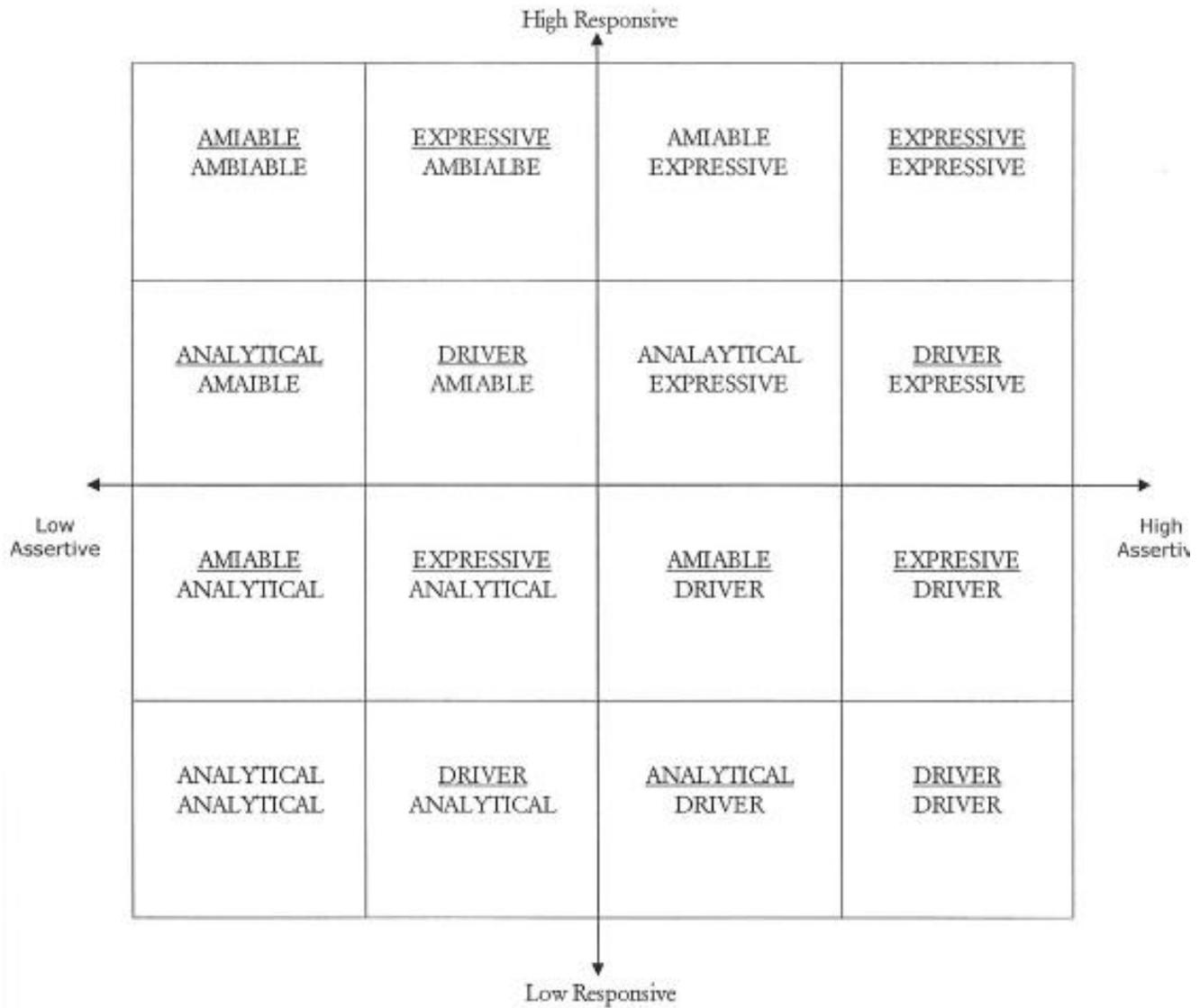
Totals

_____	_____	_____	_____
Score only the	A	B	L R
Two highest numbers.			

DETERMINING BEHAVIOR STYLES



DETERMINING BEHAVIOR STYLES



WHAT AN ASSISTANT CAN DO

LISTING COORDINATION

Prepare all Presentations

- Pre list Process
- Confirmation of Appointment
- CMA Preparation
- Pre marketing Preparation
- Prep net sheet

Listing Secured

- Listing Launch
 - MLS[®] Management
 - Photography/Videos
 - Staging
 - Client Preparation
 - Marketing Campaign Launch
 - Your Neighbour has decided to move
 - Scrub of database for current potential clients
 - Social Media Launch
 - MEGA Open House Set up
- Client Preparation and Development
 - Intro Call
 - Showing process confirmation
 - File preparation for brokerage
 - Weekly Updates/Feedback reports
 - Database/CRM Input
- Manage Showings
 - Feedback Structure
 - Comparable updates
 - Coordination of showings
- Offer Acceptance
 - Coordinate completion of signatures
 - Prepare file for Transaction Coordinator
 - Complete brokerage requirements
 - Change status on media sites and MLS[®]

PERSONAL MANAGEMENT

- Accounting
- Office Management
- Manage schedules
- Manage phone calls and emails
- Personal errands
- Keep you ON TRACK

REAL ESTATE

TRANSACTION COORDINATION

- Open transaction
 - Intro letter to Escrow, Attorney Title, lender and other agent
 - Process Info email to Seller with all pertinent data
- Disclosures, inspections, appraisal & other contractual coordination
- Closing Coordination
 - Moving Kits/Utilities
 - Funding confirmations
 - Key exchange
 - Closing experience and thank you gift
 - Testimonial/Review collection

WHAT AN ASSISTANT CAN DO

LEAD FOLLOW UP & CONVERSATION

- Assist in 5 Star Follow Up plan
- Set and confirm appointments
- Prepare packages
 - Pre List
 - Listing
 - Buyer consultation
 - Showing Packages

ASSISTANT

TRACKING THE BUSINESS

- Open transaction
 - Intro letter to Escrow, Attorney Title, lender and other agent
 - Process Info email to Seller with all pertinent data
- Disclosures, inspections, appraisal & other contractual coordination
- Closing Coordination
 - Moving Kits/Utilities
 - Funding confirmations
 - Key exchange
 - Closing experience and thank you gift
 - Testimonial/Review collection

** Please note that there are different regulations at the brokerage and provincial/land state levels which determine which activities are acceptable for an assistant. We suggest you review in detail with your broker.

LEAD GENERATION

- Manage ALL Lead Generation Systems
 - Pc/SOI
 - E-newsletters
 - Mailer piece
 - Note card/birthday/anniversary
 - Farming
 - YIKES
 - Market Updates
 - Newsletter
 - Door Drops/Knocks
 - Expired/FSBO
 - Call Coordination
 - Delivery campaign
 - Follow up system
 - Social Networking
 - Blog Posting
 - Video Campaigns
 - Mega Open Houses
- Track ALL leads generated by system
 - Manage CRM
 - Lead Source Reports
- Manage all social media development and execution

MARKETING MANAGEMENT

- Manage monthly marketing calendar
- Design marketing pieces
- Develop content
- Manage the deliver systems for all marketing
- Track results for each marketing item
- Manage CRM to import all new leads prior to distribution

WHAT WILL YOUR ASSISTANT DO FOR YOU?

You will need to compile all your “in office” daily tasks, and make | would like your assistant to do. The lists below are what an assistant can do and will assist you in creating your job description.

Unlicensed Office Assistant’s Sample Job Description

Office Systems

Filing – colors, storage, labeling
Calls – greetings, messages, paging
Emails – inquiries, follow up
Contracts – copies, delivery, filing, preparation only
Agent mobile files – create, update weekly
Database building and maintenance
Monthly newsletter
Tel 20 – Just Listed, Just Sold, REALTOR® Flyers
Marketing – Customer Service
Advertising
Feature sheets
Property boards, Kiosk
Signage
Photos
Lockboxes
Showings, Touch-base
Feedback
Website
Showing Appointments

Administration

Listing Files
Strata Documents
Title Searches
Sales Files
Prospect Files
CMA
Lawyers
Commission Cheques
Conveyance
Sales Record Sheet
After Sale Service -
(1 week, 1 Day, 1 Month)
Client gifts
Keys
Subject Removals
Pre list pkg.
Pre buy pkg.
Personal Notes
Accounting
Internet Tools

SAMPLE AD:

Full-Time Admin Office Assistant

Looking for a motivated individual to manage fast pace Real Estate office. This position is full-time. Duties will include the following:

To be able to multi-task, to complete tasks on time and accurately
Time management
Answer phones, interact with clients - make appointments, good to excellent communication-written and verbal
Good computer skills - Microsoft Office
Able to create and/or update websites, social media, newsletters, flyers, and any advertising requirements. Working knowledge of accounting

Thank you to all candidates for your interest but only candidates short listed for an interview will be contacted.

Please send your resumes to _____

WHERE DO YOU LOOK FOR YOUR ASSISTANT?

EMPLOYMENT AGENCIES:

Platinum Personal Services – enquires@platinumpersonnel.ca

202-1475 Ellis Street

Kelowna, BC

250-979-7200

Okanagan Staffing Services- www.okanaganstaffing.com

1476 St. Paul Street

Kelowna, BC V1Y 2E6

250-717-0566

Employment Express – expressprokelowna.com

109-1960 Springfield Road

Kelowna, BC

778-484-1994

PRINT:

Capital News and/or Daily Courier

Print - newspaper, classified, coffee news, magazine

ONLINE:

www.linkedin.com

www.facebook.com

www.indeed.com

www.glassdoor.com

www.careerbuilder.com

www.simplyhired.com

www.aoljobs.com

www.jobdiagnosis.com

www.beyond.com

www.ziprecruiter.com

www.usajobs.com

www.craigslist.com

www.kijiji.com

www.monster.com

www.workopolis.com

www.jobbank.com

WHEN WILL MY ASSISTANT START?

Your time investment is very important to the process of finding the right assistant, generally it takes up to 30 days. Determine your expectations for their work days, hours and salary.

INFORMATION THAT NEEDS TO BE DETERMINED (SAMPLES NEXT SECTION OF BOOK):

- * Employment Agreement
- * dress code
- * vacation time
- * benefits (if applicable)
- * income tax
- * workers compensation
- * payroll timing
- * indemnity
- * deductions
- * employment standards

Now that we have determined the above information we need to follow the next action steps.

ACTION STEPS

- 1) Write a precise, detailed ad for the job
- 2) Place the ad in the strategic places
- 3) Review all resumes
- 4) Create candidate short list from resumes
- 5) Begin interviews (5 maximum per day) 30-60 minutes each
- 6) Use pre-planned interview questions
- 7) Personality profile test your top choices
- 8) Choose final candidate
- 9) Offer them a job
- 10) Complete all the paperwork immediately

HOW DO YOU GET THEM STARTED?

List all the tasks you have for your assistant and together begin to implement them one by one. Checklists are great and a very useful tool. We save you time as you will not have to micro-manage your assistant.

INTERVIEW QUESTIONS

- a. Establish rapport & explain purpose of interview
- b. Discuss background, experiences interests and goals to determine if there is a good match with the job and chance for the applicant to get a better understanding of the nature of the job to see whether there is a good match.
- c. Describe the job function.

Questions

1. Of the jobs that you have held in the past, which job do you think you performed the best? Least well? (Work record)
2. What in your background do you think qualifies you for the job? (Work record, technical competence)
3. In your current job, do you have to work long hours, evenings or an occasional Saturday? How did you feel about it? (Commitment)
4. This position currently contains a lot of computer training and troubleshooting. How would you rate your technical knowledge in this area? Do you plan to further your education or training? (Goal orientation, technical competence.)
5. What goals do you have for yourself in 3 years?
6. What is your salary expectation for this position?
7. Most jobs involve interacting with other people. If you could select a person to supervise you, what specific characteristics would you like to see? Tell us some good points and bad points of former (or current) supervisors?
8. Describe an occasion when you disagreed with a supervisor on something. How did you handle the situation?
9. You do a great job with all your dealings with the public. What would you say are your strong points and weak points with your effectiveness in working with the sales associates?
10. Describe an occasion when you had a disagreement with one of your co-workers or sales associate. How did you handle the disagreement?

11. Describe the kind of people you most and least enjoy working with?

12. What are 3 adjectives that your current or prior boss would use to describe your strengths?

13. What are 3 adjectives that your current or prior boss would use to describe your areas that might need improvement?

14. Rank the following in terms of priority:
 - C. Challenge
 - L. Location
 - A. Advancement
 - M. Money
 - S. Security

15. References?

Closing

We have covered many aspects of your background and experiences. Is there anything else we should know to help us evaluate your qualifications for this position?

Go home and think about it but tell us on a scale of 1 to 10, how interested you are in the position?

What would it take to go from ___ to 9.5?

The next step in the selection process will be making a recommendation to management, who will advise next week.



Date:

Name
Address

Dear Name:

Thank you for your interest in our company and taking the time to send me your résumé and to meet with me, the position has been filled.

I would like to keep your résumé on file in the event that a suitable opportunity arises in the future.

Thank you, once again, for your interest and your time.

Sincerely,

Agent name
AgentsBoost

INDEMNITY

TO:

FROM: SALES ASSOCIATE(S)

Re: Payroll service for Assistants

Effective date: _____

Assistant's name: _____

Rate of pay (per hour or per bi-weekly pay period): _____

Hours per day _____ Days per week _____

Holiday pay rate: _____ % on each cheque;

***Note – Holiday pay will be paid on each and every payroll cheque**

Payroll fees charged by _____ Financial Services Ltd:

Payroll cheques \$12.50 per cheque

Record of employments \$25.00 per ROE

T4 filings \$25.00 per T4

WCB filing \$25.00 per year

Employee set-up \$25.00 per employee

AgentsBoost fees to be recovered:

Coffee fund \$3.80 per month

Social fund \$5.00 per month

Extra Phone Line \$7.50 per month

Extra Phone Leased \$20.00 per month

The undersigned agrees that he/she **AND ID# _____ FINANCIAL SERVICES LTD. MANAGING AGENT FOR AGENTSBOOST.** is wholly responsible as the employer of the above named assistant for any and all wages and corresponding payroll deductions as required by the Employment Standards Act, WCB, the Human Rights Act, Canada Customs & Revenue Agency and any other laws affecting employers' obligations in the workplace, as well as any fees charged by head office- Royal LePage Real Estate Services Ltd.

THE UNDERSIGNED does hereby agree to indemnify and save harmless _____ **FINANCIAL SERVICES LTD. MANAGING AGENT FOR AGENTSBOOST** and its successors and assigns from any and all claims of any nature or kind whatsoever and any causes of action, which may have arisen, which make claim against _____ **Financial Services Ltd. Managing agent for AgentsBoost** with regard to MFS providing a payroll service on behalf of the undersigned.

The undersigned further agrees to indemnify the said _____ **FINANCIAL SERVICES LTD. MANAGING AGENT FOR AGENTSBOOST**, its successors and assigns from any legal costs which may be incurred in negotiating, settling, defending, with or without a court action having been commenced, any such claim or claims.

DATED this _____ day of _____, _____.

SALES ASSOCIATE (Employer)

SALES ASSOCIATE (Employer)



Information on MATRIX® Access

for Unlicensed Assistants

Note: In Matrix® unlicensed assistants must have their own user ID + password and be authorized by you to access your listing data.

- | |
|--------------------------------------|
| OMREB USE ONLY |
| <input type="checkbox"/> MMSI |
| <input type="checkbox"/> Secondary |
| <input type="checkbox"/> Email Lists |
| <input type="checkbox"/> Set Up Fee |
| <input type="checkbox"/> Ch. Code |
| <input type="checkbox"/> Send Codes |

As an employing REALTOR® you will be responsible for:

- All the work performed in Matrix by your unlicensed assistant, including ensuring that your unlicensed assistant complies with all Okanagan Mainline Real Estate Board's Rules and Regulations with respect to Section 7 – MLS® Rules and Procedures.
- Notifying the Okanagan Mainline Real Estate Board immediately of any Unlicensed Assistant changes within your employ, including new Unlicensed Assistants that require access to Matrix® and Unlicensed Assistants that no longer are working for you. This is to ensure the security of the MLS® system and your listing data. If an Unlicensed Assistant leaves and you do not advise the Board to cancel their access codes, **then you will provide unauthorized access to Matrix® which is in contravention of OMREB Regulations making you liable for fines or loss of access privileges.** To notify the Board of any changes, simply email the required Cancellation form to ksmith@omreb.com.

Effective October 01, 2014

- There will be a one-time Set-up fee of \$20.00 per new profile
- There will be a \$2.50 per month per profile charged to the requesting REALTOR®'s account for all active profiles.
- Teams will be required to choose a primary REALTOR® for billing purposes of the user fee.

<u>First Name</u>	<u>Last Name</u>	<u>Email</u>

I acknowledge that the one-time Setup and monthly fees will be charged to my account. REALTOR® Initials

Please provide SentiLock website access for my Unlicensed Assistant.

I authorize the above person(s) to access Matrix® in their own name using their own username and password to work on my behalf.

Brokerage Name

REALTOR® (Print Name Here)

Signature

Date



#1 - 1890 Cooper Road
Kelowna, B.C.
V1Y 8B7
(250) 860-1100

As you know, AgentsBoost requires that you have employment agreements and confidentiality agreements in place with your staff and/or assistants.

I am attaching a template form of employment agreement and confidentiality agreement as well as a bulletin summarizing the implementation process. These versions of the agreements are intended for use in relation to new employees (i.e. people whom you have not yet hired) only.

Please understand that neither AgentsBoost nor our legal counsel, Lawyer Office, is making any representations about the contents of these documents. Lawyers Office does not represent you and has not, in preparing these items, acted on your behalf. Each of you should obtain independent legal advice before making any use of these items.

Please contact us if you have any questions or concerns in this regard.

Thank you,

Wade Webb
Broker/Owner
AgentsBoost

IMPLEMENTING EMPLOYMENT CONTRACTS FOR NEW EMPLOYEES

In addition to the employment contract provided to you, the following guidelines apply for the proper implementation of these types of agreements in relation to your employees.

- The contents of the contract should not be altered without the prior advice of your counsel.
- When the contract is printed, at least one numbered paragraph must appear on the last page with all the spaces for signatures. Do not alter the page breaks which have been inserted to achieve this result (even if those page breaks result in empty space on the second to last page).
- If the contract differs in any way from any discussions or correspondence you have had with the candidate, you must advise your counsel of this to enable them to make any necessary revisions before the contract is signed.
- The contract must be delivered to the candidate *prior* to the date on which he/she is to commence employment, along with a cover letter stating simply that he/she is being offered employment on the terms and conditions set out in the enclosed contract and that he/she should signify acceptance of those terms by returning the signed and witnessed contract.
- A cover letter enclosing the contract must not contain any offers or suggestions of additional, or different, terms than those set out in the contract.
- Any other documents referred to in the body of the contract (such as, for instance, a job description, policy manual, or benefits summary booklet) should be attached to, or included with, the contract when it is delivered to the candidate. The candidate should be asked, in the cover letter, to initial and date each attachment to indicate his/her receipt of that item.
- The entire contract must be accepted, by way of the candidate signing and returning the document, *prior* to commencement of employment.
- When the contract is received back from the candidate, it should be reviewed to ensure it has been signed and witnessed (and that any attachments have been initialed) and to ensure that the individual has not made any changes to the text.

- A copy of the signed and witnessed contract may be provided to your counsel for safekeeping in their files. A copy should also be provided to the candidate.
- The contract should not be used in relation to individuals other than the one for whom the contract was prepared (and *absolutely* not in relation to employees who will perform functions which are different or more extensive than the one for whom the contract was prepared).
- If at some point in time the nature of the employee's employment changes significantly then you should consult your counsel for advice as to whether the existing contract continues to be legally effective.
- You should not attempt, without your counsel's prior advice, to impose this contract on an employee who has already commenced employment. Unless the employee is receiving some form of new consideration in exchange for entering into the contract (such as a pay raise, promotion, etc.), you should assume such a contract would be unenforceable.
- Changes which you might seek to impose on the employment at a future date should not be implemented without your counsel's prior advice and, in any event, only at a time when the employee is receiving some form of new consideration in exchange for the revision.
- The contract was drafted in accordance with the law in existence at the time it was prepared. The law, however, is constantly evolving and counsel cannot provide any assurances in relation to what the state of the law will be at any time in the future. For this reason, you should ask your counsel to undertake a review of the contract in approximately 2 years' time to ensure its content is still legally appropriate.
- An employment contract is only valuable and enforceable if its terms are properly administered and observed. If you do not consistently comply with your obligations, and enforce your entitlements, as set out in the contract they will lose their legal effect. Your counsel can provide advice on the proper administration of the terms of this employment contract.

EMPLOYMENT AGREEMENT

This AGREEMENT is made the _____ day of _____, 20____.

BETWEEN:

Agent Name
Agent Address

AND:

Employee Name
Employee Address

(The employer)

(The employee)

1.1 The Employee will be employed in the position of _____ [position], commencing on _____ [start date – must be after signing date, above]. A job description for the Employer's position is attached to this Agreement.

1.2 **The Employer will pay the Employee an initial wage rate of \$[rate]** per hour or \$[salary] (less required deductions). Days are _____ Hours are _____

1.3 As a condition of the Employer offering employment to the Employee, the Employee shall also enter into the Employer's "Confidentiality Agreement" (attached hereto as Appendix "A").

1.4 The Employee's entitlements to annual vacation, vacation pay, statutory holidays, hours of work and overtime and all other aspects of the employment not specifically addressed in this Agreement shall be governed by the B.C. *Employment Standards Act* as it may exist and be amended from time to time.

1.5 The Employee will comply with the contents of the Employer's policies as they may exist and be amended by the Employer, in its sole discretion, from time to time.

1.6 The first 3 consecutive months of active employment shall constitute a period of probation during which the Employer shall have the opportunity to assess the suitability of the Employee's performance and conduct (the "Probation Period").

- (a) At any time during the Probation Period, the Employer may terminate the Employee's employment, on the grounds of unsuitability, without providing any working notice or payment in lieu thereof.
- (b) The Employee's performance and conduct during the Probation Period shall be assessed, primarily (but not necessarily exclusively), on: productivity, quality, completeness, accuracy, efficiency, and timeliness of work; timely and regular attendance at work; and overall conduct, performance, and attitude in the workplace.
- (c) The Employer shall provide a final decision on the Employee's suitability for ongoing employment prior to the completion of the Probation Period.

1.7 This Agreement may be terminated by the Employer at any time, for cause, without notice or pay in lieu. In response to instances of misconduct or other unacceptable performance by the Employee, the Employer may also impose any of the following disciplinary measures: verbal warning; written warning; loss of employment privileges and perquisites; unpaid suspension; removal from position or from certain duties associated with it.

1.8 The Employer may also terminate this Agreement at any time upon the provision of working notice or payment in lieu (less required deductions) or a combination thereof, in accordance with the B.C. *Employment Standards Act* as it may exist and be amended from time to time. The Employer and the Employee agree that such notice and/or payment constitutes a complete and final remedy as a result of the termination of the Employee's employment.

1.9 The Employee may resign from this employment upon providing the Employer with 2 weeks of advance, written notice.

1.10 This Agreement constitutes the entire agreement with respect to the employment of the Employee and any and all previous agreements, written or oral, express or implied between the parties or on their behalf are hereby terminated and cancelled.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

(Agent name) _____

AGENTSBOOST

Agent's signature

Assistant's signature

Appendix "A"

CONFIDENTIALITY AGREEMENT

This AGREEMENT is made the _____ day of _____, 20____.

BETWEEN:

AND:

Agent Name
Agent Address

Employee Name
Employee Address

(The employer)

(The employee)

WHEREAS the Employer and the Employee wish to initiate the Employee's employment relationship for their mutual benefit, and the parties hereto acknowledge that good and valuable consideration has been exchanged in consideration of their entering into this Agreement, this Agreement witnesses that the parties have agreed that the terms and conditions of the relationship, relating to confidentiality of information, shall be, *inter alia*, as contained herein.

2. Confidential Information

2.1 The Employee acknowledges that the Employee has acquired, or will acquire, access to information in the course of the Employee's employment about certain matters which are confidential to the Employer, to the Employer's business partners including, but not limited to, AgentsBoost, and to their clients (the "Information"), which Information is the exclusive property of the Employer, AgentsBoost and their clients, including but not limited to lists of present and prospective customers and clients; pricing and sales policies and methods and concepts; financial information; business plans, forecasts and market strategies; and marketing and promotional tools and materials.

2.2 The Employee acknowledges that the Information could be used to the detriment of the Employer and AgentsBoost and their clients and that its use or disclosure to third parties could cause irreparable harm to the Employer and AgentsBoost and their clients. Accordingly, the Employee undertakes to treat the Information confidentially and not to disclose it to any third party or use it for any purpose either during the Employee's employment, except as may be necessary in the proper discharge of the Employee's duties, or after termination of the Employee's employment for any reason, except with the prior written permission of the Employer or AgentsBoost or their clients.

2.3 All files, documents, notes, data, tapes, reference items, sketches, drawings, memoranda, records, diskettes, discs and other materials or equipment in any way relating to any of the Information or to the Employer's business produced by the Employee or coming into the Employee's possession by or through the Employee's employment, shall belong exclusively to the Employer and the Employee agrees to turn over to the Employer all copies of any such materials in the Employee's possession or under the Employee's control, forthwith, at the request of the Employer or, in the absence of a request, on the termination of the Employee's employment with the Employer.

3. Injunctive Relief and Consideration

3.1 The Employee agrees that the restrictions and covenants contained in this Agreement are reasonably required for the protection of the Employer and its goodwill and Information and that the Employee's agreement to same by execution of this Agreement constitutes a substantial and material inducement to the Employer to continue to employ the Employee, and that the Employer would not agree to employ the Employee absent such an inducement.

3.2 The Employee understands and agrees, without prejudice to any and all other rights of the Employer, that in the event of the Employee's violation or attempted violation of any of the covenants contained in this Agreement, an injunction or other like remedy shall be the only effective method to protect the Employer's rights and property as set out herein, and that an interim injunction may be granted immediately on the commencement of any suit.

4. Miscellaneous

4.1 The Employee's obligations contained herein shall survive the termination of the Employee's employment.

4.2 In the event that any provision of this Agreement is found by a court of competent jurisdiction to be so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable.

4.3 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

4.4 The Employee acknowledges that the Employee has read and understood this Agreement, and acknowledges that the Employee has had the opportunity to obtain legal advice about it.

4.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

(Agent name) _____

AgentsBoost

Agent's signature

Assistant's signature

A Guide to the Employment Standards Act

The *Employment Standards Act* sets out the minimum standards that apply in most workplaces in British Columbia. The Employment Standards Branch administers the Act.

This Act applies to all non-union employees who fall under provincial jurisdiction, including temporary foreign workers.

This guide contains general information about Employment Standards in British Columbia. Alternate provisions apply to certain sectors including high technology, agriculture, taxis, trucking, log harvesting, silviculture and oil and gas. Individual factsheets are available to explain the differences that apply in these sectors.

**Ministry of Jobs, Tourism and Skills Training
and Minister Responsible for Labour**
Employment Standards Branch
www.labour.gov.bc.ca/esb/

Minimum Wage

The minimum wage in British Columbia is \$10.25 per hour.

Minimum wage applies to all employees regardless of how they are paid - hourly, salary, commission or other incentive basis.

Salespersons on straight commission must be paid at least minimum wage for all hours worked in a pay period.

Minimum wage rates for live-in home support workers, resident caretakers and farm workers who hand harvest certain fruit and vegetable crops are set out in the Employment Standards Regulation.

Employees who serve liquor are entitled to the liquor server minimum wage. Tips or gratuities are not wages. Employees must be paid at least minimum wage in addition to any tips or gratuities they receive. The liquor server minimum wage is \$9.00 per hour.

Minimum Daily Pay

An employee who reports for work must be paid for at least two hours, even if the employee works less than two hours.

If an employee who is scheduled for more than eight hours reports for work, he or she must be paid for at least four hours.

If work stops for a reason completely beyond the employer's control, the employee must still be paid for two hours or the actual time worked, whichever is the greater.

An employee who reports to work but is unfit for work only has to be paid for time actually worked.

An employee who is not in compliance with Work Safe BC occupational health and safety regulations only has to be paid for the time actually worked.

Meal Breaks

An employee must not work more than five hours in a row without a 30-minute unpaid meal break. An employee who is required to work or be available for work during a meal break must be paid for the meal break.

Employers are not required to provide coffee breaks.

Paydays and Payroll Records

All employees must be paid at least twice a month.

A pay period cannot be longer than 16 days.

All wages earned in a pay period must be paid within eight days after the end of the pay period.

Employees must receive a written or electronic pay statement (pay stub) each pay day that gives all details about hours worked, rate(s) of pay, earnings and deductions. Employers must keep payroll records for each employee for two years after employment ends.

An employee must be paid in full within 48 hours after the employer ends the employment, or within six days if the employee quits. This time is by the clock and the calendar – not business hours or business days.

Overtime

Daily overtime pay is time-and-a-half after eight hours worked in a day and double time after 12 hours worked in a day.

Weekly overtime is time-and-a-half after 40 hours worked in a week. Only the first eight hours worked in a day count towards weekly overtime.

Averaging Agreements

An employer and an employee can agree to average scheduled work hours over a period of one, two, three, four weeks. Averaging agreements must be in writing, and have a start date and an end date.

Overtime is payable:

- After eight hours in a day if extra hours have been added to an employee's schedule, **or**
- If the employee works more than an average of 40 hours in a week over the averaging period (e.g., 80 hours over two weeks, 120 hours over three weeks.)

Uniforms and Special Clothing

If an employer requires an employee to wear a uniform or special clothing, the employer must provide, clean and maintain it at no cost to the employee.

Special clothing is clothing that is easily identified with the employer; for example, clothing with a company logo or unique company colours.

Special clothing includes a requirement to wear the garments that the business is currently selling. A dress code (no jeans, no cut-offs, dark clothing, business casual) is not a uniform.

Employers and employees can agree that the employer will reimburse employees for cleaning and maintaining the special clothing.

Personal safety equipment required by the Workers' Compensation Board is not considered special clothing unless the equipment also associates the wearer with the image or identity of the employer.

Deductions

An employer must make deductions from wages required by law (e.g., income tax, EI, CPP). Other deductions may be made if the employee agrees in writing.

An employer cannot deduct any of the employer's business costs from wages. This includes cash shortages, breakage, and damage to company property or loss resulting from a customer leaving without paying.

Statutory Holidays

The ten statutory holidays in British Columbia are:

New Year's Day B.C. Day
Family Day Labour Day Good Friday Thanksgiving Day
Victoria Day Remembrance Day
Canada Day Christmas Day

Easter Sunday, Easter Monday and Boxing Day are not statutory holidays.

To qualify for statutory holiday pay employees must:

- Have been employed for at least 30 calendar days,

And

- Have worked on at least 15 of the 30 days before the statutory holiday.*

*Employees who worked under an averaging agreement any time in the 30 days before the statutory holiday do not have to meet the 15-day minimum.

Qualified employees who are given a day off on a statutory holiday must be paid an average day's pay.

Qualified employees who work on a statutory holiday must be paid:

- Time-and-a-half for the first 12 hours worked and double-time after 12 hours

Plus

- An average day's pay.

An average day's pay is the total regular earnings divided by the number of *days worked* in the previous 30 calendar days.

Regular earnings include wages and vacation pay received for vacations taken, but does not include overtime pay.

Days worked includes all days where wages were earned as well as any days of annual vacation taken in the 30 calendar days before the statutory holiday.

Employers and a majority of employees can agree to substitute another day for a statutory holiday. The substitute day must be treated the same as a statutory holiday.

Employing Young People Under 15

Before employing anyone under 15 years of age, an employer must have written consent from the employee's parent or guardian.

See the factsheet *Employment of Young People – A Resource Guide for Parents*.

If the employee is under 12, the employer must also have permission from the Director of Employment Standards.

See the factsheets *General Employment of Young People* and *Employment of Young People in the B.C. Entertainment Industry* for information on additional employment conditions for young employees. The Director of Employment Standards does not issue child employment permits for children employed in the entertainment industry.

Compensation for Length of Service (If no written notice of termination)

After three months of consecutive employment an employee may be eligible for compensation, written working notice, or a combination of the two as follows:

- After three months – one week;
- After 12 months – two weeks;
- After three years – one week for each completed year of employment, to a maximum of eight weeks.

No compensation is required when an employee quits, retires or is terminated for just cause. It is up to the employer to show termination was for just cause.

Additional notice or pay is required if 50 or more employees are terminated within a two-month period at a single location.

Annual Vacation

After completing one year of employment an employee is entitled to two weeks' vacation. After five years, an employee is entitled to three weeks' vacation.

Vacation must be scheduled in periods of one or more weeks, unless the employee requests otherwise.

Vacation must be taken within 12 months of being earned.

Vacation Pay

When an employee takes a vacation after completing one year of employment, vacation pay must be at least four per cent of the employee's total earnings from the previous year.

After five consecutive years of employment, vacation pay increases to six per cent.

A person who is employed for less than one year is not entitled to take a vacation, but must be paid four per cent vacation pay on termination of employment.

Vacation pay is not payable if a person is employed for five calendar days or less.

Leave From Work

Employers are required to provide the following unpaid leaves:

Pregnancy Leave: A pregnant employee can take up to 17 consecutive weeks of unpaid leave. This leave may be extended by up to six weeks if she is unable to return to work for reasons related to the birth or termination of the pregnancy.

Parental Leave: A birth mother who has taken pregnancy leave is entitled to take up to 35 consecutive weeks of unpaid leave. A birth mother who has not taken pregnancy leave is entitled to take up to 37 weeks of unpaid leave.

A birth father or an adopting parent is entitled to take up to 37 consecutive weeks of unpaid leave. This leave may be extended by up to five weeks if the child requires an additional period of parental care.

Birth parents should try to give their employers at least four weeks written notice of their intention to take parental leave.

Family responsibility Leave: An employee can take up to five days of unpaid leave in each employment year to attend to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family.

Compassionate Care Leave: An employee can take up to eight weeks of unpaid leave within a 26 week period to care for a gravely ill family member. The employee must obtain a medical certificate which states that the family member is gravely ill with a significant risk of death within 26 weeks.

Bereavement Leave: An employee is entitled to take up to three days of unpaid leave on the death of a member of the employee's immediate family. This leave may be for purposes other than to attend a funeral.

Jury Duty: An employee who is required to attend Court as a juror is considered to be on unpaid leave for the period of the jury duty.

Reservists' Leave: An employee who is a reservist is entitled to take unpaid leave while deployed to a Canadian Forces operation, including pre-deployment and post-deployment activities, or while deployed to assist with an emergency.

Employees are expected to give their employers as much notice as possible and provide sufficient information for their employers to understand the reason for the leave. Employees are not required to give notice in writing or disclose personal or private information.

An employer may not terminate an employee or change a condition of employment, without the employee's written consent, because of a leave or pregnancy.

Temporary Foreign Workers Temporary foreign workers are covered by the provisions of the Act. They cannot be charged a fee for job placement. Employers cannot require them to stay for a set period of time, nor can they charge business or recruitment costs or deduct these costs from their employees' pay cheques. **Collective**

Agreements

Collective agreements must meet certain minimum standards set out under the Act. This includes minimum wage, termination notice, leaves and group termination.

Some areas, such as overtime rates and statutory holidays can be negotiated outside the Act; however, if there is no provision in a collective agreement, the Act applies in these areas.

Any disputes about minimum standards under a collective agreement must be resolved through the grievance procedure.

Resolving Disputes

Employers and employees are encouraged to resolve disputes themselves. The Director of Employment Standards can refuse to investigate a complaint if an employee has not taken steps to resolve the problem with the employer. This includes using a Self-Help kit that is available online and at all Employment Standards offices. If a dispute cannot be resolved using the Self-Help Kit, a complaint may be filed using complaint forms available at Employment Standards offices and online.

The Employment Standards Branch helps many employers and employees to resolve complaints informally. If that is not possible a decision is issued which includes mandatory administrative penalties.

Contacting the Employment Standards Branch

For general inquiries, contact the Employment Standards Branch Information Line at 1 800 663-3316 (toll-free in British Columbia), or 250 612-4100 from out of province or within the Prince George area.

Forms, factsheets and additional information are available online at: www.labour.gov.bc.ca/esb/.

WorkSafeBC 2015 rates www.worksafebc.com

For information on 2016 rates, please visit [2016 rate consultation sessions](#).

WorkSafeBC announces that the [average base premium rate](#) for 2015 will remain unchanged at \$1.70 per \$100 of employers' assessable payroll.

Although we've seen an increase in claims costs in Long Term Disability awards and Health Care, excess investment returns, a \$117 million withdrawal from the Capital Adequacy Reserve, and the longstanding practice of capping of rate increases for industries at 20 percent have kept the average rate from increasing next year.

Together with employer groups, we're working to reduce serious injuries and enhance return-to-work opportunities. In doing this, we can collectively help to prevent injuries, improve return-to-work outcomes, and ultimately lower insurance rates.

How the rates are set

Employers are assigned to one of 549 classification units with other similar businesses. These classification units are then pooled into one of 63 insurance pools we refer to as rate groups.

Employers in each rate group pay the costs of injuries and diseases that occur to the workers within the group, with the intent that each rate group be self-sufficient with regard to compensation costs. This limits cross-subsidization between industries, maintains relatively stable base premium rates, and limits growth of unfunded liabilities in the insurance pools.

Each year, costs in some rate groups go up, some go down, and others stay the same. This year, 44 percent of employers will experience an increase to their industry base premium rate, 54 percent a decrease, and two percent will see little or no change.

View the 2015 rates

- View the base rate for a specific classification unit by searching by [classification unit name or number](#).
- View the base rates for all [rate groups](#).
- Browse by [industry sector](#).

Changes to industry classifications

View the changes to the classification structure for 2015 [in PDF form](#) (PDF 100kb)

Additional resources

- Find out how WorkSafeBC sets [rates](#) and [assigns classification units](#) to employers

View the WorkSafeBC average published base rate trend information in [table form](#) (PDF 31kb) or in [chart form](#) (PDF 60kb)

Canada Revenue Agency

<http://www.cra-arc.gc.ca/tx/bsnss/tpcs/pyrll/hwpyrllwrks/stps/menu-eng.html>

Employer responsibilities - The payroll steps

These steps will help you understand your responsibilities and how payroll works. It is important to understand each step, to ensure you are not assessed [penalties and interest or suffer other consequences](#).

Step 1: Determining your status

You have to determine if you are an [employer](#), [trustee](#) or [payer](#).

Step 2: Opening a payroll program account

As an employer, trustee or payer, you will need to [open a payroll program account](#).

Step 3: Hiring employees

To find out what to do when hiring an employee, see [Hiring an employee](#).

Step 4: Calculating deductions

You have to calculate and withhold the Canada Pension Plan (CPP) contributions, employment insurance (EI) premiums, and income tax deductions based on the amounts you pay your employees. You also have to calculate your share of CPP and EI. For more information, see [Calculating deductions](#).

Step 5: Remitting deductions

You have to remit the CPP contributions, EI premiums, and income tax you deducted, along with your share of CPP contributions and EI premiums. For more information, see [Remitting payroll deductions](#).

Step 6: Completing and filing information returns

You have to report the employees' income and deductions on the appropriate T4 or T4A slip. For more information, see [Completing and filing information returns](#).

Keeping records

During all this process you have to keep proper records. To find out what to keep, for how long and other information, see [Keeping records](#).

Need assistance?

If you are unable to find the information you were looking for about this specific topic, please select the Contact us button.

Clothing/Apparel Dress Code

For All Employees

To maintain a professional/clean look at all times

Denim/Khaki

NO – denim (includes skirts, dresses, jackets, shirts, pants) sweat pants, cargo, parachute nylon pants, colored jeans or beach wear

Style

Would you wear your outfit to an interview?

The answer should be YES

Shoes

NO – flip flops, beach wear, work boots, worn out runners, deck shoes

ACCEPTABLE – dressy sandals

Flesh

NO – midriffs, miniskirts, low cut shirts or dresses or spaghetti straps shirts or tops, low rise pants

ACCEPTABLE – sleeveless blouses, tank style (no bra straps showing)

Summer/Winter

ACCEPTABLE – Skorts (not mini length) or dressy shorts (not mini length)

Skorts and shorts can be worn without panty hose

Men's Apparel

Shirts with collar – No T-shirts

Effective January 1/2015

Initial

Thank you for downloading the
AgentsBoost **Guide to Hiring an Unlicensed Real Estate Assistant** document.

If you would like help implementing any of these
and countless other tested and proven Real Estate business strategies
click here to contact Wade about his various coaching programs...

[AgentsBoost.com/coaching](https://www.AgentsBoost.com/coaching)