



RU RMT 26 · GOOD BUSINESS PRACTICES

LECTURE 06 · FOUNDATIONS OF BUSINESS PRACTICE

Career Pathways I: Employment and the Independent Contractor

The two most common routes into practice — what each means legally, financially and day to day.

Block A — Foundations of Business Practice

Day 3 · Session 2

Ruhani College · Registered Massage Therapy Diploma Program · Brampton, Ontario

9 Days · 63 Hours · 7 Hours per Day | Aligned with FOMTRAC Inter-Jurisdictional Practice Competencies, CMTO Standards of Practice and CMTCA accreditation standards



Where This Lecture Fits

Two of the three pathways, and the distinction that governs your taxes, your rights and your risk.

Every RMT in Ontario must decide how to enter and sustain a career. There are three routes: employment, independent contracting, and self-employment as a business owner. Most new graduates begin with the first or second.

The difference between an employee and an independent contractor is not a matter of what the arrangement is called. It is determined by the substance of the relationship, and the Canada Revenue Agency applies specific tests. The classification determines your statutory protections, your tax obligations, your deductions and your risk.

Lecture 7 covers the third pathway, entrepreneurship, together with the mechanics of establishing a business. Both lectures feed directly into the business plan assembled in Lecture 18.



Learning Outcomes

By the end of this lecture you will be able to:

- Define employment and explain why it is often the most accessible first career path for a new graduate.
- Describe the standards of employment: policies and procedures, compensation types and benefits packages.
- Summarise the protections the Employment Standards Act, 2000 provides to employees.
- Define independent contracting and distinguish it from both employment and entrepreneurship.
- Apply the CRA's classification tests to a described working arrangement.
- Identify the essential terms of a written contract and explain why verbal agreements are inadequate.
- Explain the tax, deduction and record-keeping obligations of a self-employed contractor.
- Evaluate which pathway suits your own circumstances at this point in your career.



Standards and Competency Alignment

Competency and regulatory basis

- **Employment Standards Act, 2000:** minimum wage, hours of work, overtime, public holidays, vacation, leaves and termination.
- **Canada Revenue Agency:** employee versus self-employed determination; business income and expense rules; GST/HST registration.
- **CMTO Standards of Practice:** apply identically in every practice model; your obligations do not transfer to an employer.
- **PHIPA, 2004:** determines who is the health information custodian for client records in each arrangement.
- **FOMTRAC (2016):** entry-level therapists are expected to understand business and employment structures.

Why this matters in practice

- Misclassification is common in this sector and the consequences — back taxes, penalties, loss of statutory entitlements — fall on both parties.
- Employees have statutory rights that contractors do not; contractors have deductions and control that employees do not.
- Who owns client records determines whether you can contact your clients after you leave.
- You remain personally accountable to the CMTO no matter who signs your pay.



What We Will Cover Today

- Employment: what it means and why it suits a new graduate
- Standards of employment: policies, compensation and benefits
- Your rights under the Employment Standards Act, 2000
- The working environment: scheduling, training, evaluation and teamwork
- Independent contracting: definition and position between the other two
- The CRA classification tests and why the label does not decide
- Contracts: the essential terms, and subcontracting
- Setting rates, negotiating payment, and getting paid
- Tax, deductions and record keeping for the self-employed contractor
- Choosing between the two



Vocabulary for This Lecture

- **Employee** — a person hired to provide services under a contract of service, in return for compensation.
- **Contract of service / for services** — the legal distinction underlying employment versus contracting.
- **Statutory deductions** — income tax, CPP and EI withheld by an employer from an employee's pay.
- **Behavioural control** — whether the payer directs how the work is performed, not only the result.
- **Independent contractor** — a self-employed person providing services under a contract for services.
- **Employment Standards Act (ESA)** — the Ontario statute setting minimum employment entitlements.
- **T4 and T4A** — the slips reporting employment income and certain other income respectively.
- **Financial control** — who bears the risk of loss and the opportunity for profit; who provides the tools.



Vocabulary for This Lecture

- **Integration** — how central the worker is to the payer's business operations.
- **Non-solicitation clause** — a term restricting contact with a business's clients after leaving.
- **Subcontracting** — engaging another professional to perform work you have contracted to deliver.
- **Health information custodian** — the person or organisation legally responsible for client records under PHIPA.
- **Business expense** — a cost incurred to earn business income; deductible by the self-employed.
- **Non-competition clause** — a term restricting practice in a defined area for a defined period.
- **Indemnity** — a promise to cover another party's losses arising from your acts.
- **Instalment payments** — periodic tax payments the CRA may require from the self-employed.



What It Means to Be an Employee

A person hired by a business to provide services in return for compensation, under a contract of service.

For new graduates, employment is often the most accessible route into practice. It offers an easier transition than starting a business: a schedule that is filled for you, a stream of clients you did not have to find, supervision or at least colleagues, and a predictable income while you stabilise your personal finances.

It also serves a developmental purpose. Early employment builds physical stamina, treatment speed, client-handling skill and documentation habits, often with access to training the employer provides. Those are precisely the capabilities you would need before running your own practice successfully.

The trade is autonomy. The employer sets the fee, the schedule, the protocols and often the treatment length. For most therapists this is an acceptable exchange for the first one to three years.



Why Employers Prefer to Hire Employees

The employer's reasoning

- A dedicated team available on a set schedule rather than practitioners with competing commitments.
- Consistent service quality maintained through training and supervision.
- The ability to direct how the work is done, not merely the result.
- Clearer control over branding, protocols and the client experience.
- Ownership of the client relationship and the client records.
- Higher initial cost — payroll taxes, benefits, training — offset by stability.

What that means for you

- You will be expected to follow policies and procedures that are linked to job duties and compensation.
- Compliance with those policies typically affects advancement and pay.
- You will have less say over fees, scheduling and treatment length.
- You will usually not own the client list, which matters if you leave.
- You gain statutory protections that contractors do not have.
- You gain time: no marketing, no billing, no reception, no laundry.



What to Confirm in Writing Before You Accept

Ask for all of this before signing. A reputable employer will provide it without hesitation.

- Your classification: employee or independent contractor, stated explicitly.
- The compensation structure in full: base, split, per-treatment rate, bonuses, and how gratuities are handled.
- Whether administrative, cleaning and reception time is paid, and at what rate.
- What the employer supplies: room, table, linens, laundry, oils, software, card processing, marketing.
- Who pays CMTO fees, association dues and professional liability insurance.
- Schedule expectations: shifts, minimum hours, notice of changes, and what happens when a client cancels.
- Benefits, vacation entitlement and continuing education support.
- Any non-solicitation or non-competition clause, with its geographic scope and duration.
- Who is the health information custodian, and what happens to records if you leave.
- The termination and notice provisions on both sides.



Policies, Compensation and Benefits

Policies and procedures

- Ensure consistent standards of work and service quality.
- Define expectations and responsibilities clearly.
- Are often tied directly to job duties and to pay.
- Compliance affects compensation, benefits and advancement.
- Include documentation, infection control and client-handling requirements.
- Should be provided in writing — ask for them before you accept.

Compensation types

- **Base pay.** A guaranteed fixed wage, such as \$25 per hour. Provides stability and predictability.
- **Variable pay.** Not guaranteed; fluctuates with performance, commission, bonuses and gratuities.
- **Combined.** A mix of base and variable — stable income with an upside for performance.
- **Non-massage pay.** A different, usually lower rate for administrative or cleaning time.

Benefits packages

- Health and dental insurance.
- Life and disability insurance.
- Paid time off and vacation entitlement.
- Retirement savings contributions.
- Paid or subsidised continuing education.
- CMTO fees, association dues and liability insurance covered.
- Free or discounted treatments.
- Value these in dollars when comparing offers — they are often worth several thousand a year.



Your Rights Under the Employment Standards Act, 2000

These apply to employees in Ontario. They do not apply to independent contractors.

- Minimum wage, and rules on when and how wages must be paid.
- Hours of work limits, rest periods, and eating periods.
- Overtime pay after the statutory weekly threshold, subject to the exemptions that apply to certain roles.
- Public holidays and public holiday pay.
- Vacation time and vacation pay.
- Protected leaves of absence, including pregnancy and parental leave, sick leave and family responsibility leave.
- Notice of termination or pay in lieu, and severance pay where the qualifying conditions are met.
- Protection from reprisal for asserting ESA rights.
- Verify current minimums, thresholds and exemptions on the Ontario government's ESA guide — the figures are periodically updated.



Day-to-Day Realities of Employment

How the work is shaped

- **Scheduling.** Shifts are assigned; you may have limited control over start times, session length and turnaround.
- **Uniforms and presentation.** Often specified, and sometimes supplied.
- **Treatment rooms.** Assigned rather than owned; shared with other therapists across shifts.
- **Protocols.** Standardised session structures, particularly in franchise and spa settings.
- **Documentation.** The employer's system and standards, which you must still meet as a CMTO registrant.

What employment provides

- **Training and cross-training.** Frequently employer-funded; a substantial and underrated benefit.
- **Teamwork.** Colleagues to consult, cover for you, and prevent isolation.
- **Performance evaluation.** Structured feedback, which is genuinely useful early in a career.
- **Security.** A predictable income and statutory protections.
- **Reduced paperwork.** No billing, no marketing, no bookkeeping, no chasing payment — hours of unpaid work you do not do.



Performance Evaluation and Advancement

What is usually measured

- Rebooking and client retention rates.
- Utilisation — treatments delivered against hours scheduled.
- Documentation quality and timeliness.
- Punctuality, attendance and reliability.
- Client feedback and complaints.
- Retail sales, in settings where that forms part of the role.
- Teamwork and adherence to policies.

How to use it

- Ask for the criteria in advance. Being measured on something you were never told about is a management failure, not yours.
- Track your own numbers so the review is a conversation about shared data.
- Rebooking rate is the single most useful figure you can watch; it reflects both clinical and interpersonal effectiveness.
- Treat the review as free business intelligence — you will need all of it if you later run your own practice.
- Where evaluation is tied to compensation, get the mechanism in writing.
- Push back respectfully if a target would compromise clinical judgement, such as a retail quota.



The Independent Contractor

A middle path: more freedom than employment, less risk than building a business.

An independent contractor is a self-employed individual who provides services on a contractual basis. The role sits between employment and entrepreneurship: greater control over schedule and method than an employee has, but without the capital requirement, staffing responsibility and full business risk of an owner.

Contractors typically work solo rather than managing a team, and their startup costs are far lower than an entrepreneur's. Their clients are often other businesses — a clinic, a spa, a corporate wellness programme — rather than individuals directly.

A therapist can hold both statuses at once. Working part-time as an employee at a clinic while contracting with a company to provide chair massage is common and entirely legitimate, provided each relationship is correctly classified on its own facts.



The Three Pathways Compared

	Employee	Independent contractor	Entrepreneur
Legal basis	Contract of service	Contract for services	Owns the business
Clients	The employer's	Usually other businesses	Primarily individuals
Control of method	Employer directs	Contractor controls	Full control
Control of fees	Employer sets	Negotiated	Full control
Tools and supplies	Usually provided	Usually own	Own
Statutory rights	ESA applies	ESA does not apply	Not applicable
Tax treatment	Deductions at source; T4	Self-employed; files business income	Self-employed or corporate
Deductible expenses	Very limited	Extensive	Extensive
Risk of loss	None	Moderate	High
Startup cost	None	Low	High



The CRA Classification Tests

01 Behavioural control

Does the payer direct how the work is performed, or only what result is required? An employer can specify the process; a client of a contractor can specify only the outcome.

02 Financial control and risk

Who bears the risk of loss and stands to profit? A contractor who can lose money on a job is more likely to be genuinely self-employed.

03 Provision of tools and equipment

Who supplies the tools, linens, oils, software and premises? Ownership of significant equipment points toward contracting.

04 Ability to subcontract or hire

Can the worker send a qualified replacement? An employee generally cannot.

05 Integration into the business

How central is the worker to the payer's operations, and how exclusive is the relationship?

06 The intention of the parties

What both sides understood the relationship to be. Relevant, but it does not override the factual reality.

07 The overall picture

No single factor decides. The CRA weighs them together. If the arrangement looks like employment in substance, calling it a contract will not change the outcome.



Why Misclassification Matters

Getting this wrong is expensive for both parties, and the exposure often lands on the therapist.

- If the CRA determines that a worker treated as a contractor was in fact an employee, unremitted CPP and EI contributions, interest and penalties can be assessed.
- A misclassified worker may also have been denied ESA entitlements — vacation pay, public holiday pay, overtime and termination notice — which can be claimed retroactively.
- Business expenses claimed as a contractor may be disallowed if the relationship is reclassified, producing an unexpected tax bill.
- Employment Insurance eligibility differs: contractors are generally not eligible for regular EI benefits, which matters if work ends abruptly.
- Clarify the classification in writing before you start, and make sure the day-to-day reality matches the paperwork.
- If you are unsure, the CRA offers a formal ruling process on request. Either party can ask for one.
- This distinction appears frequently on examinations; be able to apply the tests, not merely name them.



Why a Written Contract Is Essential

What a contract does

- Makes all terms and conditions clear and enforceable.
- Sets out scope of work, payment terms, duration and notice.
- Provides legal protection and clarity for both parties.
- Removes the ambiguity that verbal agreements inevitably produce.
- Gives you something to point at when a term is disputed.
- Establishes ownership of records and of the client relationship.

Terms every contract should cover

- Scope of services and where they will be delivered.
- Rate, what it includes, and how and when payment is made.
- Duration, renewal and how either party may end it.
- Who supplies equipment, linens, software and consumables.
- Insurance requirements and any indemnity you are giving.
- Confidentiality and who is the health information custodian.
- Non-solicitation and non-competition terms, if any — read these carefully.
- Dispute resolution and governing law.



Subcontracting

Engaging another professional to deliver work you have contracted for.

- As a contractor you may encounter work outside your expertise, or beyond your capacity, or falling on a date you cannot cover. Subcontracting lets you maintain the service you promised.
- It also builds a network of trusted professionals you can collaborate with, which is valuable well beyond the individual job.
- The subcontractor must be appropriately qualified and registered. You are responsible for who you send.
- Confirm that your contract with the client permits subcontracting. Many do not.
- Have a written agreement with the subcontractor covering rate, standards, confidentiality and insurance.
- Clarify who holds the client records and who bills the client. Under PHIPA these are not incidental questions.
- Confirm that the subcontractor carries their own professional liability insurance, and keep evidence of it.



Non-Solicitation and Non-Competition Clauses

These are the clauses new therapists most often sign without reading, and most often regret.

- **Non-solicitation.** Restricts you from contacting or accepting the business's clients for a defined period after leaving. Common and often enforceable if reasonable in scope.
- **Non-competition.** Restricts you from practising within a defined geographic area for a defined period. Broader, and generally harder to enforce, but expensive to fight.
- **The three tests that matter.** Geographic scope, duration, and the range of activity restricted. A clause covering 'the Greater Toronto Area for three years' is a different proposition from 'within two kilometres for six months'.
- **Interaction with PHIPA.** Even without a clause, contacting clients whose records the clinic holds may be a privacy breach. The two issues are separate and both apply.
- **Negotiate before signing.** Scope and duration are frequently negotiable at the offer stage and almost never afterwards.
- **Get legal advice.** A short review by a lawyer costs far less than an injunction, and far less than being unable to practise in your own neighbourhood.
- **Keep a copy.** Of everything you sign. People change jobs and employers change owners; the document is what governs.



Setting Rates and Getting Paid

01 Research the local market

Find out what comparable services actually command in your area. Guessing produces rates that are either unsustainable or uncompetitive.

02 Cost your own position

Your rate must cover supplies, travel, insurance, CMTD fees, software, unpaid administration, taxes, and time you cannot bill. A contractor's rate is not comparable to an employee's wage.

03 Assess what you bring

Skills, experience, specialisations and reliability all justify rate differences. Be able to state yours.

04 Establish terms before starting

Rate, invoicing frequency, payment window, and what happens on late payment. Put it in writing.

05 Invoice promptly and consistently

Numbered invoices, clear descriptions, stated due dates. Lecture 16 covers the tooling.

06 Follow up on non-payment early

A polite reminder at day one past due is far more effective than a difficult conversation at day sixty.

07 Review annually

Rates that never move fall behind costs. Give notice and hold the increase.



Tax and Records for the Self-Employed Contractor

Obligations

- You report business income and expenses; no tax is withheld at source.
- Set aside a portion of every payment for income tax as it arrives — a common working figure is 25–30%, confirmed with your accountant.
- You pay both the employee and employer portions of CPP on self-employment earnings.
- You may be required to make quarterly instalment payments once your tax owing exceeds the CRA threshold.
- Registration for GST/HST is required once you exceed the small supplier threshold. Note that most massage therapy services in Ontario are subject to specific GST/HST treatment — confirm the current position with the CRA or your accountant.

Deductible expenses

- Linens, oils, lotions and consumables.
- Equipment, including the table, and its depreciation.
- CMTO registration fees, association dues and liability insurance.
- Continuing education and professional publications.
- Practice-management software, phone and internet, apportioned to business use.
- Vehicle costs and mileage for travel between work locations — keep a contemporaneous log.
- A home office, where it meets the CRA's conditions.
- Accounting and legal fees, advertising and marketing.



A Contractor's Monthly Financial Routine

01 Invoice on a fixed day

Same date each month or on completion of each engagement. Numbered sequentially, with clear service descriptions and payment terms.

02 Transfer the tax set-aside as payment arrives

A fixed percentage moved immediately into the separate account from Lecture 2. Treat it as money that was never yours.

03 Capture every receipt

Photograph it the day you get it and file it by month using the naming convention from Lecture 10. Paper receipts fade and are lost.

04 Update the mileage log

Contemporaneously. A reconstructed log is the first thing questioned in a review.

05 Reconcile against the bank statement

Every transaction categorised, nothing unexplained. An hour a month prevents a week at year end.

06 Check receivables

Anything unpaid past its due date gets a reminder that week, not next quarter.

07 Watch the HST threshold

Track cumulative revenue against the small supplier threshold so registration is never a surprise.



Choosing Between the Two Pathways

Neither is better. They suit different circumstances, and most careers use both at different stages.

- **Employment suits you if:** you are newly registered, need predictable income, want to build stamina and speed quickly, value training and mentorship, or have limited savings and low tolerance for income variance.
- **Contracting suits you if:** you have a client base or a specialised service, want control over method and schedule, can absorb variable income, and are prepared to do your own administration.
- **Consider both simultaneously.** Part-time employment with contract work alongside is a common and sensible transition structure.
- **Revisit the decision annually.** The right model at registration is rarely the right model in year five.
- **Whatever you choose,** your CMTO obligations, your record-keeping duties, and your professional liability remain entirely your own.
- **Model both financially before deciding.** Use the effective hourly rate method from Lecture 3, including tax and unpaid administration.



A Note on Client Records

The question of who owns the records is the one new therapists most often forget to ask.

Under PHIPA, a health information custodian is responsible for the personal health information in its custody or control. In an employment relationship, the clinic is normally the custodian and the records belong to the clinic. In a genuine room-rental or independent contracting arrangement, the therapist may be the custodian of their own clients' records.

The practical consequences are substantial. If the clinic is the custodian and you leave, you generally cannot take the records with you, and contacting those clients may breach both privacy law and a non-solicitation clause. If you are the custodian, you carry the full retention, security, access and disposal obligations personally.

Establish this in writing at the start of any arrangement. Ask specifically: who is the custodian, where are records stored, what happens to them if the relationship ends, and what am I permitted to retain? Lecture 14 covers the obligations that follow from the answer.



A Realistic First Five Years

Most Ontario RMT careers move through the models rather than choosing one permanently.

A common and sensible pattern: one to two years as an employee, building speed, stamina, documentation habits and savings while someone else fills the schedule. Then a shift to contracting or room rental, keeping more of each fee while taking on the administration and marketing. Then, for some, premises of their own.

Others move the other way. A therapist who has run a practice for a decade may deliberately return to employment for the predictability, the absence of administration, or a change in family circumstances. That is not a step backwards; it is a different answer to the question asked in Lecture 1.

The point of Block A is that you now have the tools to make the comparison in numbers rather than impressions: effective hourly rate, utilisation, fixed and variable costs, break-even, and an honest account of what you want the work to give you.



Activity: Classify These Arrangements

Groups of three. Allow 25 minutes. Use the CRA test framework from this lecture.

Arrangement 1: A therapist works set shifts assigned by a spa, uses the spa's table, linens and oils, follows the spa's treatment protocols and session lengths, wears a uniform the spa supplies, cannot send a replacement, and is paid 45% of a fee the spa sets.

Arrangement 2: A therapist rents a room in a clinic at a fixed monthly rate, sets their own fees and hours, brings their own linens, keeps their own client records, markets independently, and may send a colleague to cover if they are unavailable.

Arrangement 3: A therapist attends a corporate office one day a week for chair massage, is paid an hourly rate by the employer, uses their own chair, sets their own technique, and provides the same service to three other companies.

For each: apply behavioural control, financial control, provision of tools, chance of profit or risk of loss, and integration. State your classification, the two factors that most influenced it, and the practical consequences for tax, deductions and statutory rights. Note that Arrangement 1 is labelled a contract by the spa — discuss why the label does not settle it.



Taking This Into Your Living Business Plan

Add or revise the following sections of your plan after this lecture:

- Section 27 — Chosen entry pathway for the next 24 months, with the reasoning and the conditions under which you would change it.
- Section 28 — If employed: the questions you will ask before accepting, and the terms you will require in writing.
- Section 29 — If contracting: your rate, what it must cover, your minimum contract terms, and your invoicing process.
- Section 30 — Tax plan: set-aside percentage, HST registration threshold monitoring, instalment expectations, and deadlines.
- Section 31 — Expense tracking system: categories, receipt capture, mileage log, and the software you will use (Lecture 16).
- Section 32 — Insurance: professional liability, and whether the employer's coverage extends to you.



Common Errors and Examination Focus

- Assuming the label on the agreement determines classification. The CRA looks at the substance of the relationship.
- Working as a contractor without a written contract, then having no recourse when terms are disputed.
- Signing a non-competition or non-solicitation clause without understanding its geographic scope and duration.
- Failing to ask who owns the client records, then discovering you cannot contact your own clients.
- Not setting aside income tax and HST as a contractor, then facing an unaffordable year-end bill.
- Missing the HST registration threshold and only discovering it after the fact.
- Assuming an employer's liability insurance covers you personally. Confirm it in writing, and carry your own.
- Believing statutory entitlements — vacation pay, public holidays, termination notice — apply to contractors. They do not.



Self-Test Questions

Answer these before completing the worksheet for this lecture. They are ungraded and will be reviewed in class.

1. Apply the CRA's classification tests to an arrangement where a therapist works assigned shifts using a clinic's equipment and protocols but is paid a percentage and given no benefits. What is your conclusion and why?
2. List six entitlements the ESA provides to employees that an independent contractor does not receive.
3. Why is a written contract essential for an independent contractor, and which four terms would you refuse to proceed without?
4. A contractor earns \$80,000 gross. Outline the categories of set-aside and deduction they must manage that an employee earning the same gross would not.
5. Explain the practical consequences, on leaving a clinic, of the clinic being the health information custodian for your clients' records.



Key Takeaways

- Employment is the most accessible first pathway: predictable income, filled schedule, training, and statutory protections.
- Employers prefer employees because they can direct the method, maintain consistency and own the client relationship.
- The ESA gives employees entitlements — wages, overtime, holidays, vacation, leaves, notice — that contractors do not have.
- Independent contracting sits between employment and entrepreneurship: more control, more administration, more risk.
- Classification is determined by the substance of the relationship, not the label on the agreement.
- Never contract without a written agreement; four terms matter most — scope, payment, termination and records ownership.
- Contractors must set aside tax, may need HST registration, and must keep contemporaneous expense records.
- Your CMTO obligations follow you into every model. They are never the employer's responsibility.



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