

Employment Contract Agreement

This Employment Agreement dated **Date** (the “**Agreement**”) confirms the terms and conditions of employment effective upon the Start Date unless otherwise stated herein, by and between:

CUSTOMIZER: Insert legal name of your business, engaged in the business of **CUSTOMIZER: Insert business description**, and having an office at **CUSTOMIZER: Insert business address**, and incorporated pursuant to the laws of **CUSTOMIZER: Insert province**, (“the **Company**”); and

Employee Name, **Address**. (the “**Employee**”).

WHEREAS the Company desires to obtain the services of the Employee and the Employee desires to render such services on the terms and conditions set forth; and

IN CONSIDERATION of the promises and other good and valuable considerations, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Engagement

- 1.1 The Employee acknowledges that they are permitted to work in **CUSTOMIZER: Insert jurisdiction** in accordance with **CUSTOMIZER: Insert jurisdiction law** as of the Start Date and shall provide evidence of such eligibility if requested by the Company.
- 1.2 In the event that the eligibility to work in **CUSTOMIZER: Insert jurisdiction** is temporary, the Employee shall keep the Company regularly apprised of any change in status relating to their ability to work in **CUSTOMIZER: Insert jurisdiction** in accordance with **CUSTOMIZER: Insert jurisdiction law**.
- 1.3 Where applicable, the Employee’s Start Date, Location, Term, Probationary Period, Position, Manager, Work Schedule, Overtime, Company Materials, Compensation, Benefits, and Termination are set out in **SCHEDULE A**.
- 1.4 The Employee’s Position Description is set out in **SCHEDULE B**.
- 1.5 The Employee shall agree to faithfully, industriously and, to the best of their skill, ability, experience and talents perform all the duties required of the Position at all times.
- 1.6 The Employee shall undertake to make their Position with the Company their primary focus during the Work Schedule.
- 1.7 The Employee acknowledges that, to fulfill their obligations under this Agreement, the Company has or will be required to collect, use or disclose personal information for the purposes of processing Payroll and benefits and the Employee consents to the collection, use and disclosure of their personal information for these purposes.

- 1.8 The Employee shall use the Company's corporate email or other digital accounts and channels provided to the Employee by the Company for any and all business-related electronic communication.

2. Employee Manual

- 2.1 The Employee has received from the Company a copy of the current version of the ***Employee Manual dated*** [REDACTED], (the "**Manual**").
- 2.2 The Employee has read and understands the policies in the Manual ("**Policies**") and agrees that their employment shall be governed by them.
- 2.3 The Company may, from time to time, amend, alter, or delete Policies in order to meet its business needs or adhere to changing legislation, and the Employee agrees that upon receiving notice of such changes, their employment with the Company shall be governed by such revised policies.
- 2.4 The Employee understands that failure to adhere to Policies may result in disciplinary measures, up to and including immediate termination of their employment with the Company for cause.
- 2.5 In the event of inconsistency between the terms in the Manual and this Agreement, the terms of this Agreement shall prevail.
- 2.6 If the Employee requires clarification on matters outlined in the Manual, they can discuss any questions they may have with **CUSTOMIZER: Insert Title, not name of the individual**, prior to signing and returning this Agreement.

3. Other Company Policies

- 3.1 In addition to the Manual, the Employee shall adhere to all other policies and procedures established by the Company and reviewed by the Employee.

4. Entire Agreement and Notices

- 4.1 This Agreement and the Manual contain the entire agreement between the Parties, superseding in all respect any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Company, and shall be amended or modified only by written instrument signed by both of the Parties hereto.
- 4.2 Any notices required by this Agreement shall be in writing by email.
 - 4.2.1 Emails to the Employee from the Company shall be sent to **Insert Name of employee** at **employee email address**.
 - 4.2.2 Emails to the Company from the Employee shall be sent to **CUSTOMIZER: Name of Contact** at **CUSTOMIZER: Email of Contact**.
 - 4.2.3 Each Party shall reply by email to emailed notices received by the other Party within 5 (five) business days to provide confirmation of receipt. If such

confirmation of receipt is not received within 5 business days, the Party shall deliver the notice by signed courier to the other Party's address shown on page 1 of the Agreement.

5. General

- 5.1 This Agreement and the Manual shall continue to govern the Employee so long as the Employee is employed by the Company's wholly owned or controlled subsidiary companies, corporations, limited partnerships and other organized and affiliated entities and in the event of a change in Company ownership.
- 5.2 This Agreement shall be governed and interpreted by the laws of CUSTOMIZER: Insert jurisdiction - State or Province and the Federal laws of CUSTOMIZER: Insert country.
- 5.3 The Company reserves the right to make reasonable changes to the Employee's terms of employment, including temporary reductions to or elimination of the Work Schedule and/or remuneration for reasons related to a pandemic or to public safety including communicable disease where the Company's ability to conduct business is restricted due to legislated or Company-established safety protocols, and such temporary changes do not amount to a termination (constructive or otherwise) or cessation of the Employee's employment for the purposes of this Agreement.
- 5.4 It is the Company's intention to be compliant with the law throughout this Agreement and the Manual and in the event that something in this Agreement or the Manual conflicts with federal or CUSTOMIZER: Insert State or Province laws, those laws shall govern.
- 5.5 The terms and conditions of this Agreement and the Manual shall govern the Employee, regardless of the length of employment or any changes to the Employee's Position, Location, Manager, Compensation, Benefits, Work Schedule, and Overtime eligibility and regardless of whether such change is material or otherwise.
- 5.6 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 5.7 The invalidity, illegality or unenforceability of any section or provision in this Agreement shall not in any way affect or impair the validity, legality or enforceability of the remainder of the Agreement.
- 5.8 In the event legal action is instituted to enforce or interpret this Agreement, each Party shall be responsible for its own costs and legal fees, unless otherwise stated herein.
- 5.9 The Parties agree that any dispute that shall arise with respect to the application or interpretation of this Agreement shall be reviewed in the following manner:
 - 5.9.1 By discussion between the Parties;

- 5.9.2 If the Parties are unable to resolve their disagreement by discussion, by way of mediation; and
- 5.9.3 If the Parties are unable to resolve their disagreement by way of discussion or mediation, The Parties shall resolve their dispute by way of binding arbitration, conducted in accordance with the **CUSTOMIZER: Arbitration Act of jurisdiction**. The decision of the arbitrator shall be final and binding on the Parties. The Parties shall evenly share in the payment of any costs and fees (and any applicable taxes and disbursements) relating to the appointment of an arbitrator to resolve a dispute arising out of the operation of this Agreement.
- 5.10 The Employee acknowledges that the Company has provided them with a reasonable opportunity to obtain independent third-party advice with respect to the contents, terms, and effects of this Agreement and the Manual and that the Employee has either obtained such advice prior to executing this Agreement or has willingly chosen to execute this Agreement without having obtained such advice; that the Employee signs this Agreement as a free act.
- 5.11 Time and each of the terms and conditions of this Agreement shall be of the essence.
- 5.12 This Agreement may be signed in as many counterparts as may be necessary, or by facsimile, scanner, e-signing, email, or other electronic means that can produce a printed copy (the “**Signed Copy**”), and when so executed shall be deemed to be an original, and such Signed Copies and acceptance of this Agreement shall together constitute one and the same Agreement. The Parties acknowledge and agree that in any legal proceedings between them relating in any way to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or delivery of such executed counterparts by electronic means.
- 5.13 This Agreement expires if not fully executed by end of day on **minimum 3 days from the date of the agreement**.

Company

CUSTOMIZER: Insert Company Legal Name per **Name - Title**

Authorized Signatory

Date: **date**



Employee

Employee Name

Signature

Date

Witness

Witness Name, Address, & Phone Number (Please print legibly)

Witness Signature

Date

SCHEDULE A

1. Employment

1.1 Start Date

1.1.1 The Employee's hire date shall be **Start Date**.

1.2 Location

1.2.1 The Employee's primary place of work shall be **Insert Address**.

1.3 The Term

1.3.1 Subject to **Schedule A, Article 2**, the term of this Agreement shall be ongoing **Or** Subject to **Schedule A, Article 2**, the term of this Agreement shall terminate on **if fixed-term, enter End Date of Employment**.

1.4 Probationary Period

1.4.1 The first three (3) consecutive months of the Employee's active employment under this Agreement shall constitute a period of probation during which the Company shall have the opportunity to assess the suitability of the Employee's conduct and performance for ongoing employment (the "**Probationary Period**").

The Company may extend the Probationary Period at its discretion where not prohibited by law.

1.5 Position

1.5.1 The Employee shall be employed in the position of **Title**.

1.5.2 **For Fiduciary Positions**. The Employee is employed in a position of such authority and discretion that the Employee shall be regarded as, and shall be subject to, the ongoing obligations of a fiduciary (which obligations shall continue beyond the cessation of the Employee's employment).

1.5.3 The Employee shall have and maintain a valid **Insert Province or State driver's license** throughout the Term.

1.6 Manager

1.6.1 The Position shall initially report to the **Manager** or to such other person(s) as the Company may designate from time to time, and the reporting structure may be subject to change.

1.7 Work Schedule

1.7.1 Excluding planned absences, the Employee shall work a minimum of **8 hours per day and 40 hours** per week excluding lunch and personal time.

1.8 Overtime

1.8.1 **Eligible.** From time to time, overtime hours may be required to carry out the duties and responsibilities of the Position and the Employee may be entitled to overtime in accordance with the CUSTOMIZER: Insert reference to your jurisdiction Employment Standards, Example: British Columbia Employment Standards Act and any such overtime must be pre-approved by the Manager in writing prior to working any additional hours. The Employee agrees that only pre-approved overtime and overtime worked in accordance with the Overtime policy and procedures outlined in the Manual shall be recognized.

1.8.2 **Exempt.** The Employee shall hold a management Position as defined by the CUSTOMIZER: Insert reference to your jurisdiction Employment Standards, Example: British Columbia Employment Standards Act and shall not be eligible for paid or banked overtime. Outside of vacation time off and scheduled absences, the Salary shall cover any and all hours worked by the Employee required to fully execute on the duties and responsibilities of the Position.

1.9 Company Materials

1.9.1 The Employee shall be provided with a Company-owned mobile phone to be used for the business of the Company.

1.9.2 The Employee shall be provided with a Company-owned laptop to be used for the business of the Company.

1.10 Compensation

1.10.1 The Employee shall be paid \$ [REDACTED].00 currency per annum, hour paid CUSTOMIZER: weekly or bi-weekly or bi-monthly, and subject to all required deductions.

1.10.2 After [REDACTED] months of active employment from the Start Date where the job performance meets expectations, the Employee shall be paid \$ [REDACTED].00 currency per annum, hour paid CUSTOMIZER: weekly or bi-weekly or bi-monthly, and subject to all required deductions.

(the “Salary”).

1.10.3 The Employee shall be eligible to participate in an **annual incentive plan** as defined each year by the CEO. In the absence of a defined annual incentive plan, the Company reserves the right to determine the incentive plan pay-out based on the Company’s overall financial results and performance, if any.

1.10.4 The Employee shall be paid a **monthly call phone allowance** in the amount of \$ [REDACTED].00 currency .

1.10.1 The Employee shall be eligible to receive an **annual tool allowance** in the amount of \$ [REDACTED].00 currency .

- 1.10.2 Any reasonable Company business expenses incurred by the Employee and approved in advance by the Employee's Manager, shall be reimbursed by the Company to the Employee.

1.11 Benefits

- 1.11.1 The Employee shall be eligible for the following benefits:

1.11.1.1 **Vacation as per Policy Manual.** **Vacation** entitlement as set out in the Manual. **Or**

1.11.1.2 **Vacation Exception.** As an exception to the Manual, the Employee's **annual vacation entitlement** shall be **Vacation days per year** days per annum. All other sections in the Vacation Policy in the Manual remain in effect.

1.11.1.3 **Group Extended Health Benefit:**

1.11.1.3.1 Enrollment and coverage under the Company's standard insurance benefits package upon successful completion of **CUSTOMIZER: Insert number of months** months of employment from the Start Date.

1.11.1.3.2 Group insurance eligibility and minimum requirements are defined by the insurance carrier.

1.11.1.3.3 The Company's obligation with respect to the Company's standard insurance benefits package shall not be to act as a self-insurer. The Company shall make the benefit plans available to the Employee and, where applicable, shall pay premiums to an insurance carrier of its choice. The Company reserves the right to make changes to the benefits plan from time to time, including changes in insurance provider. Any such changes shall not be deemed fundamental changes to this Agreement. All decisions regarding eligibility and coverage shall be made by the insurance carrier and the Company shall not bear any liability or responsibility therefor.

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2. Termination

2.1 Resignation

[Redacted text]

2.2 Termination during the Probationary Period

[Redacted text]

2.3 Termination without Notice or Payment in Lieu (ONTARIO EMPLOYERS)

[Redacted text]

2.4 Termination with Just Cause (NON-ONTARIO EMPLOYERS)

[Redacted text]

2.5 Termination on a Without-cause Basis

[Redacted text]



[Redacted text block]

[Redacted text block]

[Redacted text block]

2.6 General Termination

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

SCHEDULE B – Position Description

Job Title

The Position and its description may be modified from time to time to reflect inherent variations in the Position and market conditions over time.

Position Overview

Insert Overview. This is not optional as a general summary of the position is required to clarify the overall reason for the position

Responsibilities

The Position shall be measured against successful execution of tasks and responsibilities which include but may not be limited to the following:

- 1. High Level Responsibility Category**
 - a. Responsibility**
- 2. High Level Responsibility Category**
 - a. Responsibility**
- 3. Other**

Performs additional duties as assigned by Management.

Technical Skills

The Position shall be measured against the job skills required to successfully fulfill the duties and responsibilities of the position which include but may not be limited to the following:

Skills	Proficient	Experience with	Familiar with
	x		
		x	

Success Traits

The incumbent shall be measured against required success traits which include but may not be limited to the following:



4. EXAMPLE: Initiative

- a. Looks for and takes action to make a contribution to the Company rather than being asked or passively accepting situations.
- b. Does more than is required. Digs deep and questions the process.
- c. Offers new ways of working or solving problems over and above what is expected.
- d. Looks for and takes opportunities for development and to improve performance.
- e. Anticipates future opportunities and challenges.
- f. Seeks out additional responsibilities and learning opportunities.

5. Refer to ConnectsUs HR List of Competencies # 3510