

Employment Contract

This Contract of Employment shall be effective as of (Date).

Between The Employer:

(Company Name)
(Name of Hiring Manager)
(Address)
(Phone Number)
(E-mail)

And the Employee:

(Name)
(Address)
(Phone Number)
(E-mail)

The Parties Shall Agree as Follows:

Business Activities

(Company Name) is engaged in the business of (Type of Business)

(Employee Name) has agreed to an offer of employment from (Company Name)

(Company Name) will employ (Employee Name) upon agreement to the terms and conditions listed herein.

Duration of Contract

This Contract shall have a duration of (XXXX) months from the date that (Employee Name) assumes his/her duties.

This agreement shall come into effect as of (Date), and shall be reviewed and revisited after (XXXX) months/year(s).

Job Description

(Employee Name) agrees to become employed as a (Title of Job) at (Company Name).

As a (Title of Job), (Employee Name) shall duly perform the following tasks: (Describe tasks in detail including summary, job duties, work conditions, educational/experience requirements, etc.).

(Employee Name) agrees to perform any other necessary tasks that may be required, and that have been deemed reasonable for an employee of that title.

Work Schedule

(Employee Name) shall work (XXXX) hours (Per Day, Week, Month) in accordance with (Company Name) requirements, and Provincial safety and compliance regulations.

The proposed work schedule shall be (List Proposed Work Schedule for Employee Name).

Wages and Deductions

(Company Name) agrees to pay (Employee Name), for their, with wages in the amount of (List Salary or Hourly Wage Amount).

Wages shall be paid at regular intervals of (Weekly, Bi-Weekly, Monthly).

(Please include details on any additional wages that shall be paid for).

(Company Name) agrees to deduct all requisite taxes and submit all payable deductions as required by law (including, but not limited to employment insurance, income tax, and Canada Pension Plan).

(Company Name) shall not recoup from (Employee Name), through payroll deductions or any other means, any cost(s) incurred by the recruiting and/or retaining of (Employee Name). These may include, but are not limited to, any amounts payable to a third-party staffing agency or recruiter.

Reimbursement of Business Related Expenses

(Employee Name) may incur reasonable expenses while conducting (Company Name)'s business, including expenses for entertainment, travel, accommodation and similar items. (Company Name) shall reimburse (Employee Name) for all prior approved business expenses after (Employee Name) submits an itemized account of expenses, as per (Company Name) policy.

Benefits

For the duration of this contract, (Employee Name) shall be covered by the (Company Name) standard insurance policy for life, accident and health insurance benefits.

Accident and sickness benefits will be paid according to the policy provided by (Company Name).

(Company Name)'s liability for the consequences of any accident or illness contracted during the term of this Contract will terminate at the end hereof or upon the end of any extension hereof by prior agreement or by the provisions of the insurance policy.

(Company Name) shall not maintain any entitlement for the reception of any benefits whatsoever from, nor make any claim to financial compensation against (Company Name) in the event that (Employee Name) has neglected to fully disclose to (Company Name) any pertinent fact(s) relating in any way to their health or soundness of body or mind or to any pertinent previous medical history.

(Employee Name) may be required to undergo a medical examination as a condition of employment at the request and expense of (Company Name).

(Company Name) agrees to provide health insurance through the (Company Name) benefits program, (List Details and Percentages of Employee Shared Benefits Program, OR At No Cost to the Employee). This coverage is in addition to Health Care provided by the Province/Territory.

Vacation

(Employee Name) shall be entitled to ("X" Number) days of paid vacation for each year of employment with (Company Name).

Overtime / Scheduled Breaks / Leave / Wages

(Company Name) will provide (Employee Name) with appropriate pay for all approved overtime hours worked, and will supply scheduled breaks and meal periods, necessary functions of Leave and payment of wages in compliance with (Province/Territory) and Federal employment standards legislation.

Workplace Safety Insurance (Workers Compensation)

(Company Name) agrees to register (Employee Name) under all relevant provincial/territorial government insurance plans.

(Company Name) agrees not to garnish funds from (Employee Name)'s wages for the purposes of paying this type of insurance.

Notice of Resignation

In the event that (Employee Name) wishes to terminate this contract of employment, (Employee Name) agrees to provide (Company Name) with written notice of that intention a minimum of two weeks in advance.

(Employee Name) will be required to turn in all (Company Name) property (List items that will be required, e.g. Security Pass, Customer Files, Lists, etc.).

Termination of Employment

This Employment Contract may be terminated by either party given ("X" Number) day's written notice.

In the event that (Company Name) elects to effectively terminate this contract, (Employee Name) will be provided with compensation for ("X" Number) days.

In the event of any breach of contract by (Employee Name) of any of the terms of this employment contract, (Company Name) may terminate employment without notice and with compensation to (Employee Name) only to the date of said termination.

It is further agreed that any breach or evasion of any of the terms of this employment contract by either party will result in immediate and irreparable injury to the other party and will authorize recourse to injunction and or specific performance as well as to all other legal or equitable remedies to which such injured party may be entitled under this Agreement.

Best Efforts of the Employee

(Employee Name) agrees that they will at all times perform their job duties in a faithful, industrious manner to the best of their abilities, and perform all of their required job duties, pursuant to the express and implicit terms hereof and to the reasonable satisfaction of (Company Name).

These job duties shall be performed on the principal premises of (Company Name) and at any other such place or places as (Company Name) shall reasonably require.

Termination Due to Discontinuance of Business

All agreements, covenants and claims made within this contract to the contrary notwithstanding, in the event that (Company Name) shall discontinue operating its business, this Contract shall terminate as of the last day of the month in which (Company Name) ceases operations.

Other Employment

(Employee Name) shall devote the focus of their time, attention, knowledge and skills solely to the business and interest of (Company Name), and (Company Name) shall be entitled to all of the benefits, profits, inventions, ideas or other issues that arise from or are incidental to all performance of work, services, and professional advice produced by (Employee Name).

(Employee Name) shall not, for the duration of the term specified within this contract, maintain any interests directly or indirectly, as a partner, officer, director, stockholder, advisor, employee or act in any other capacity, for any other organization that conducts business that may be perceived as similar to, or competitive with (Company Name)'s business.

Nothing contained within this contract shall be deemed to prevent, discourage or limit the rights of (Employee Name) of investing any of their funds or capital in any publicly-owned or regularly traded in any public exchange, nor shall anything contained herein be deemed to prevent or discourage (Employee Name) from investing or limiting (Employee Name)'s right to invest their funds or capital in real estate.

Trade Secrets

In working for (Company Name), (Employee Name) shall not divulge, disclose, provide or disseminate any Confidential Information to any third party not employed by (Company Name) at any time, unless (Company Name) gives prior written authorization. Furthermore, Confidential Information shall not be used for any purpose other than its reasonable use in the normal performance of employment duties for (Company Name).

Confidential material shall be defined as any materials or information relating to:

- Company marketing plans and campaign strategies
 - Project management
 - Technical Management
 - Product development
 - Pricing methods
 - Quality management methods
 - Investment plans
 - Operation rules
 - Commercial network
 - Supply chain information
 - Human resource planning
 - Product technical design
 - Company data dictionaries
 - Company financial information, status and statements
 - Object code and source code to company software
 - Any information, or documentation labeled “Confidential” by the company, or listed as such by separate memorandum, or e-mail that informs of confidential status
 - Any information pertaining to (Company Name)’s customers
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- Information licensed by (Company Name) to customers under a confidentiality restriction

(Employee Name) agrees that any dissemination of confidential information to any third party may create an adverse reaction to the business of (Company Name), and will constitute a breach of this contract. As a result of any breach of contract wherein confidential information is disseminated, (Company Name) is entitled to seek damages through legal means.

(Employee Name) agrees not to disseminate any (Company Name) confidential information for the duration of their employment with (Company Name) and for a period of (XXX years) after the termination of (Employee Name)’s employment for any reason.

Agreement Outside the Contract

This Contract contains the complete employment agreement between (Company Name) and (Employee Name) and shall, as of the effective date, supersede all other agreements between them.

(Employee Name) agrees that they have entered into this contract under their own volition, and is of sound mind and body.

Modification of the Employment Contract

Any modification of this Employment Contract or any additional obligation assumed by either (Employee Name) or (Company Name) in connection with this Employment Contract shall be binding only if supported by written documents signed by each party or an authorized representative of each party.

Effect of Partial Invalidity

The invalidity of any portion of this Employment Contract will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, both (Employee Name) and (Company Name) agree that all remaining provisions shall be deemed to be held in full force and effect as if they had been executed by both parties subsequent to the deletion of the invalid provision.

Legal Compliance

All agreements, covenants and declarations in this agreement have been designed to comply with the employment laws of (Province/Territory). This contract will be subject to all Provincial, Territorial and Federal employment legislation.

Any legal action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of (Province/Territory) shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

No Waiver

In the event that either party fails to enforce any of the terms or conditions of this Employment Contract shall not be grounds for the waiver of this Employment Contract. Regardless of any previous failure to enforce the terms or conditions of any part of this Employment Contract, the validity of this Employment Contract will remain un-impeached and remain in full force and effect as if no such failure or waiver had transpired.

In witness whereof the parties state that they have read and accepted all the terms and conditions stipulated in the present contract.

Employee Name

Employer

Authorized Signature

Authorized Signature

