Employment Agreement (Sample)

THIS AGRE	EMENT made as of the	day of	, 20, between	
	oloyer] a corporation incorpo			
and [name of	employee], of the City of		(the "Employer"); in the Province of Ontario	
(the "Employ				
. 1 3	,			
	the Employer desires to obtain sires to render such services		services of the Employee, and t nditions set forth.	the
	ERATION of the promises arnd receipt of which are hereb	_		
1. Employme	ent			
ability, exper these duties a procedures, r time to time. responsibiliti	ience and talents, perform all and responsibilities, the Empl ules and regulations, both wr	l of the duties require loyee shall comply witten and oral, as are eed to by the Emplots may be changed by	e announced by the Employer fr yee that his assignment, duties	rom
2. Position T	itle			
			e following duties and undertak	кe
the following	responsibilities in a professi	onal manner.		
(a)				
(b) -				
(c) -				
(d) -				
(e) Ot	ther duties as may arise from	time to time and as	may be assigned to the employ	ee.
3. Compensa	tion			
(a)	<u>-</u>	-	the employee shall be paid at the such normal statutory deduction	
(b)	• • •	s calculations or om	it in order to exercise discretion	on).
(c)	· · · · · · · · · · · · · · · · · · ·		be review on an annual basis.	•
(d)	All reasonable expenses ar	ising out of employ	ment shall be reimbursed assumed and with the provision of	ning

4. Vacation

The Employee shall be entitled to vacations in the amount of ____ weeks per annum.

5. Benefits

The Employer shall at its expense provide the Employee with the Health Plan that is currently in place or as may be in place from time to time.

6. Probation Period

It is understood and agreed that the first ninety days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause.

7. Performance Reviews

The Employee will be provided with a written performance appraisal at least once per year and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

8. Termination

- (a) The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.
- (b) The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.
- (c) The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause pursuant to (b) above, provided the Employer pays to the Employee an amount as required by the Employment Standards Act 2000 or other such legislation as may be in effect at the time of termination. This payment shall constitute the employees entire entitlement arising from said termination.
- (d) The employee agrees to return any property of _______at the time of termination.

9. Non- Competition

(1)	It is further acknowledged and agreed that following termination of the			
	employee's employment with	for any reason the employee		
	shall not hire or attempt to hire any curre	ent employees of		
(2)	It is further acknowledged and agreed that following termination of the			
	employee's employment with	for any reason the employee		
	shall not solicit business from current clients or clients who have retained			
	in the 6 month period	od immediately preceding the employee's		
	termination.			

10. Laws

This agreement shall be governed by the laws of the Province of Ontario.

11. Independent Legal Advice

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

- (a) The Employee has had such independent legal advice prior to executing this agreement, or;
- (b) The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

12. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

13. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED i	in the presence of:
[Name of employee]	
[Signature of Employee]	
[Name of Employer Rep]	
[Signature of Employer Rep]	