

IMPORTANT NOTES

A successful recruitment process culminates with the identification of “that right person” to join your team. It is very important for both parties that the invitation to join your team be formalized in writing. The offer of employment, or employment agreement, is where the key terms and conditions of employment with your organization must be clearly stated.

1. Following is a generic employment offer and agreement for a regular full-time employee. With appropriate edits, it may also be used for regular part-time employees. This template is not to be used for non-traditional employment relationships, example independent and dependent contractors for which you require a different employment agreement.
2. An employment offer and agreement is an important **legal document** and a critical piece to the employment relationship, both during the relationship and at termination.
3. Although there some basic provisions that every employment agreement should include (for example, job title, start date, remuneration) there is no “one size fits all” as every organization has different “offerings” and terms and must comply with the various employment related legislation of the jurisdiction it is located in (ex. employment standards, human rights, health and safety, workers’ compensation legislation: provincial, territorial, or federal, as the case may be). You must tailor the following template to reflect your organization’s practices, policies, legal obligations.
4. **You are further advised to have the template reviewed by an employment lawyer in your legal jurisdiction before using it.** If your organization will consistently use the same template for every job, then a legal review need only be done initially and thereafter when you want to make significant changes and/or the employment legislation has changed significantly to impact your employment terms and conditions.

If your organization uses different employment agreements for different positions, and/or needs to insert specific language for certain jobs, then these agreements should also be reviewed by an employment lawyer in your jurisdiction before used.

5. Be especially careful if you choose to include terms and conditions regarding termination of employment and / or incentive programs/bonuses – two potentially very problematic issues if the language is not correct.
6. Input the required information and/or make selection where indicated by **yellow highlighting**.
7. You should include a job description, employee policies, benefit information, and any forms to be completed by the employee with the employment offer. Suggested attachments are highlighted in **green**.
8. Delete all notes (**highlighted in blue**) throughout this agreement prior to providing to the employee.

If in doubt at any time, you are strongly encouraged to speak with an HR professional and/or employment lawyer.

An ounce of prevention is worth a pound of cure. Benjamin Franklin

ORGANIZATION LETTERHEAD

Regular Full-Time Employee

<Date>

<Name>

<Address>

Dear <Name>:

I am pleased to offer you employment with FULL LEGAL NAME OF ORGANIZATION ("MORE COMMON NAME OF ORGANIZATION" or "Organization") in the position of TITLE in our NAME of CITY/TOWN office, reporting to NAME. Please review the terms and conditions of the offer set out below and, if acceptable to you, sign and return where and as indicated below. (The Effective Date should be at least 5-7 days following the date the offer is delivered to the Employee to allow the employee time to review, seek legal advice, and ask questions. Never present an employee with an employment offer on the first day of work as it will most likely be unenforceable if there is a dispute in the future).

1.0 GENERAL TERMS AND CONDITIONS

1.1 This letter is intended to set out the terms and conditions of your employment, and once signed by you, it will constitute the entire Employment Agreement ("Agreement") between yourself and ORGANIZATION NAME and cancels and supersedes any prior understandings and agreements, either verbal or written, between you and ORGANIZATION NAME.

1.2 No amendment to this Agreement shall be binding unless it is in writing and signed by you and ORGANIZATION NAME.

1.3 Your duties in the position of TITLE are as set out in the attached job description and will include the duties associated with this position and other duties that ORGANIZATION NAME may assign to you from time to time. ORGANIZATION NAME reserves the right to alter your duties and responsibilities, your reporting relationships, and possibly, the location of your employment, as our business needs change.

1.4 This offer of employment is conditional upon: (i) ORGANIZATION NAME confirming to its own satisfaction the references and the other information that you provided in your resume, application and interviews; (ii) your provision of a satisfactory criminal records check and/or vulnerable sector check; (iii) your provision of a satisfactory credit check; and (iv) your provision of information confirming your ability to work legally in Canada.

In the event ORGANIZATION NAME determines, in its sole discretion, that the above conditions have been satisfied, you will be notified in writing with confirmation of your actual first day of work (the "Start Date").

The Start Date is currently scheduled for **Month/Day/Year**; however, you understand and agree that the commencement of your employment on the Start Date is conditional upon your receipt of the above-mentioned written confirmation from **ORGANIZATION NAME**. In the event **ORGANIZATION NAME** determines, in its sole discretion, that the conditions set out above have not been met, you will be notified in writing and this offer of employment shall be considered null and void..

You also agree, when requested by **ORGANIZATION NAME**, to obtain and provide a current criminal record check and/or vulnerable sector check and/or credit check as a condition of continued employment. If you fail to provide a criminal record check and/or vulnerable sector check and/or credit check when requested, such failure will constitute grounds for immediate dismissal for cause. **ORGANIZATION NAME** reserves the right to immediately terminate your employment for cause based on the outcome of your criminal record check and/or vulnerable sector check and/or credit check.

1.5 While you are employed by **ORGANIZATION NAME**, you agree to not, without the prior written consent of **ORGANIZATION NAME**, undertake or engage in any activities which would be inconsistent or conflict with your duties and obligations under the terms of this Agreement. In particular, and without limiting the generality of the foregoing, you shall not engage in any personal activities or any employment, consulting work, or other professional services, on your own account or on behalf of any other person, directly or indirectly, which conflicts or interferes with the business of, and/or reputation of, **ORGANIZATION NAME** or the performance of your duties under this Agreement in anyway, whether directly or indirectly. By signing this Agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for **ORGANIZATION NAME**.

1.6 The initial **three (3) months of employment** will be of a probationary nature such that at any given time during this period **ORGANIZATION NAME** may terminate the employment relationship and this Agreement for any reason whatsoever and any notice, or any payment in lieu of notice, if applicable, will be pursuant to the requirements, if any, under the **INSERT THE NAME OF THE APPLICABLE PROVINCIAL EMPLOYMENT STANDARDS LEGISLATION**.

1.7 In the event **ORGANIZATION NAME** encounters financial difficulties due to economic or labour forces such that a situation arises where a work shortage or work stoppage exist, **ORGANIZATION NAME** reserves the right to make staffing changes, including reduced hours, and/or staff reductions through temporary layoffs and you hereby agree than such changes shall not constitute a constructive dismissal.

2.0 SALARY and BENEFITS

2.1 This is a regular full-time position and the regular work week consists of **37.5 hours excluding a ½ hour unpaid lunch per day**. Please note that your hours of work may vary in order to fulfill duties, and as reasonably directed by **ORGANIZATION NAME**, and this may include working irregular hours and/or working in excess of the regular hours.

Overtime is not allowed without the express written consent from your manager in advance of the hours being worked. Any authorised overtime will be paid in accordance with the **NAME OF APPLICABLE PROVINCIAL EMPLOYMENT STANDARDS LEGISLATION** and **ORGANIZATION NAME**'s overtime policy.

2.2 Your gross **annual salary / hourly wage will be \$00,000.00** with required deductions taken at source. Our current practice is to automatically deposit your pay directly into the financial institution of your choice on a **bi-weekly basis**. Please attach a void cheque, or a banking authorisation form, to the enclosed Payroll Information form for the bank account into which you wish to have your pay deposited.

2.3 Pay attention to the wording re benefits to ensure accuracy with your organization's plan and terms

As a **full-time employee**, you will be eligible to participate in **ORGANIZATION NAME**'s group benefits program, in accordance with the qualifying terms and conditions of the plan(s) in force. Participation in the group benefit program is **mandatory**. **EDIT IF THIS IS NOT THE CASE**

You will be responsible for paying the premiums for **IDENTIFY THE BENEFIT(S)**. **ORGANIZATION NAME** will pay the cost of premiums of **IDENTIFY THE BENEFIT(S)**. Your portion of the benefit costs will be deducted from your paycheque. At the time of this offer the approximate cost of **your share of the premiums is \$???? per month**. **(CONFIRM THIS IS THE CASE WITH YOUR ORGANIZATION)**

The terms, carrier and existence of the group health and insurance benefits are subject to change at the sole discretion of **ORGANIZATION NAME**. **ORGANIZATION NAME** reserves the right to alter, modify, vary or cancel any benefits and/or the premium sharing of the benefits and/or the benefits carrier at any time. Your entitlement to any benefit is subject to the terms of the policy. Any issues with respect to entitlement or payment of benefits under the insurance benefit package will be resolved at the sole discretion of the Insurer in accordance with the requirements of such policies.

Please see the **attached benefit booklet for** more information about the group benefits. The enrolment forms are included with this Agreement for your completion.

OR **ORGANIZATION NAME** does not provide employee benefits.

2.4 **IF APPLICABLE** You will be eligible to participate in **ORGANIZATION NAME**'s **Group RRSP / Pension Plan** after the **completion of your probationary period**, subject to the terms and conditions of the plan(s). Please see the **attached Group RRSP / Pension Plan information**.

2.5 Pay attention to the wording re vacation to ensure accuracy with your organization's plan and terms

What is your vacation policy: current? accrued? earned in previous year? Do you differentiate between vacation pay and vacation time?

Your vacation entitlement shall be **xxx (#) days** of vacation time, the equivalent of **x% of wages earned**, per annum, pro-rated in the first year of employment to the time actually worked for **ORGANIZATION NAME**. The vacation year is based on the **calendar year and is current** which means that on **January 1** of each year your full vacation entitlement for that year is assigned to you under the assumption that you will work the entire year to earn those vacation days. If your employment terminates before the end of the calendar year and you have used more paid vacation time than was earned, you agree that **ORGANIZATION NAME** reserves the right to deduct the unearned paid vacation time from your last pay and this shall be your agreement for such deductions. Vacation time and pay does not accrue for employees who are not actively employed and are on leaves of absence, except in accordance with the requirements of **NAME OF APPLICABLE PROVINCIAL EMPLOYMENT STANDARDS LEGISLATION**.

OR

Your vacation entitlement shall be **x% of gross earnings** while you are actively at work and will accrue and be recorded on each paycheque. Vacation is based on an “as earned” basis so you must have earned your vacation pay before you can take paid vacation time. Additional vacation time off will be unpaid if it has not yet been earned. Please see the full policy for more detail.

OR

Your vacation entitlement shall be **xxx (#) paid weeks** of vacation time, per annum, pro-rated in the first year of employment to the time actually worked for **ORGANIZATION NAME**. Vacation must be **earned** in the prior vacation year before taken. The vacation year is based on **the calendar year so on January 1** of each year the vacation that you earned in the previous year can be taken at any time during the new vacation year, subject to your manager’s pre-approval.

ORGANIZATION NAME encourages employees to enjoy their vacation every year and as such **does not permit carryover** **OR discourages** carryover. Please refer to the vacation policy for more detail.

2.6 You consent to providing your Social Insurance Number, along with your personal information, for employment related purposes such as administering your benefit programs and payroll.

3.0 POLICIES

3.1 You agree to adhere to all organization policies, rules, systems and procedures as shall be in force. In the absence of a written **ORGANIZATION NAME** policy, applicable provincial / territorial / federal employment legislation shall apply. **A copy of ORGANIZATION NAME's Employee Policy Handbook is included** with this offer. Please refer to the Handbook for additional information about the policies identified in this Agreement and about other topics such as overtime, general holidays, code of conduct, etc. You are asked to review the policies and return the signed Acknowledgement Form inside the Handbook along with this signed Employment Agreement.

3.2 **ORGANIZATION NAME** reserves the right to unilaterally revise the terms of its policies and programs, including those related to benefits, at any time.

3.3 You agree that all items of every nature and kind created by you related to the business of the organization pursuant to your employment under this agreement, or furnished by **ORGANIZATION NAME** to you, and all equipment, materials, books, records, reports, files, manuals and confidential information are the exclusive property of **ORGANIZATION NAME** and shall be returned to **ORGANIZATION NAME** in good condition upon your resignation or the termination of your employment, however caused. Organization property includes, but is not limited to, printed material, electronic files, computer programs, tools, vehicles, gas cards, equipment, keys to offices/vehicles/gates, cell phones, desks, lockers, file cabinets, computer systems and software, USB keys, facsimile machines, electronic mail, phones, voice mail, protective clothing, uniform. Organization property is to be used exclusively for business purposes.

4.0 CONFIDENTIAL INFORMATION

4.1 Definition

"Confidential Information" means information, whether or not originated by you, that relates to the business or affairs of **ORGANIZATION NAME**, its affiliates (that may exist currently or in the future), members, athletes, contractors, employees, or suppliers and is confidential, personal, or proprietary to, about or created by **ORGANIZATION NAME**, its affiliates, members, athletes, contractors, employees, or suppliers. This information will include, without limitation, knowledge or information with respect to confidential, personal, proprietary or secret improvements, plans, ideas or other know-how, whether patentable or not, affiliates / members / athletes / contractors / employees / suppliers information / lists, arrangements with affiliates / members / athletes / contractors / employees / suppliers or any similar lists, arrangements or understandings, processes, designs, formulas, inventions, computer programs, technical information, marketing strategies and plans that are not generally known to the public.

4.2 Protection of Confidential Information

All Confidential Information is the exclusive and confidential property of **ORGANIZATION NAME** or its affiliates/members/athletes/contractors/employees/suppliers, as the case may be, and will at all times be regarded, treated and protected as such, as provided in this Agreement. You understand that any breach, misuse or violation of Confidential Information by you will be considered a breach of privacy and may result in disciplinary actions, including possible suspension from duties or immediate dismissal for cause.

4.3 Covenants Respecting Confidential Information

As a consequence of the acquisition of Confidential Information, you will occupy a position of trust and confidence with respect to the affairs and business of **ORGANIZATION NAME** and its affiliates/members/athletes/contractors/employees/suppliers. In view of the foregoing, you agree that it is reasonable and necessary for you to make the following covenants regarding your conduct during and subsequent to your employment with **ORGANIZATION NAME**.

4.4 Non-Disclosure

At all times during and subsequent to your employment with **ORGANIZATION NAME**, you will not disclose Confidential Information to any person (other than as necessary in carrying out your duties) without first obtaining **ORGANIZATION NAME**'s consent, and you will take all reasonable precautions to prevent inadvertent disclosure of any Confidential Information. This prohibition includes, but is not limited to, disclosing or confirming the fact that any similarity exists between the Confidential Information and any other information. Exceptions to non-disclosure are (a) pursuant to subpoena or other court order, (b) when required to do so in accordance with the provisions of any applicable law, or (c) if such information has otherwise been made generally available to the public.

4.5 Using, Copying, etc.

At all times during and subsequent to the term hereof you will not use, copy, transfer or destroy any Confidential Information (other than as necessary in carrying out your duties) without first obtaining **ORGANIZATION NAME**'s consent, and you will take all reasonable precautions to prevent inadvertent use, copying, transfer or destruction of any Confidential Information. This prohibition includes, but is not limited to, licensing or otherwise exploiting, directly or indirectly, any products or services that embody or are derived from Confidential Information or exercising judgment or performing analysis based upon knowledge of Confidential Information.

4.6 Return of Confidential Information

Within two (2) business days after the termination of your active employment with **ORGANIZATION NAME**, on any basis, voluntary or involuntary, and of receipt by you of **ORGANIZATION NAME**'s written request, you will promptly deliver to **ORGANIZATION NAME** all property of or belonging to or administered by **ORGANIZATION NAME** including without limitation all Confidential Information that is embodied in any physical or electronic form, whether in hard copy or on digital media, and that is within your possession or under your control.

4.7 Obligations Continue

You understand that the termination of your employment from **ORGANIZATION NAME** (voluntary or otherwise) does not relieve you of the obligations set forth in this Agreement and that your obligations regarding Confidential Information as set out in this document are to remain in effect in perpetuity and will exist and continue in full force and effect notwithstanding any breach or repudiation or any alleged breach or repudiation of this Agreement by **ORGANIZATION NAME**.

The obligations of confidentiality apply even when you are not at work. It is a breach of confidentiality and of this Agreement to communicate any Confidential Information at any time, by any method, including through the use of Internet vehicles such as blogs, chat rooms, and social sites such as "Facebook", "Twitter", etcetera. There is no such thing as anonymity or security on the Internet. It is also a breach to

communicate, in any manner, information, statements and any form of expression that may negatively prejudice and impact the business of and/or reputation of **ORGANIZATION NAME**, and its affiliates / members / athletes / contractors / employees / suppliers in business and /or in reputation.

Please speak with the **undersigned** if you have any questions about your obligations relating to Confidential Information.

5.0 TERMINATION

NOTE: In recent years, the language concerning termination in employment agreements has become a thorny issue. You are strongly advised to have this language reviewed by an employment lawyer in your jurisdiction to increase the chances of this section being enforceable upon termination.

After your successful completion of the probationary period, **ORGANIZATION NAME** may, in its sole discretion, terminate your employment as follows:

5.1 **ORGANIZATION NAME** maintains the right to terminate your employment at any time and without notice or payment in lieu thereof, except payment of those statutory entitlements not yet paid to the date of termination, if you engage in conduct which constitutes cause. "Cause" shall include, but is not limited to, any act or omission on your part which would in law permit an employer to, without notice or payment in lieu of notice, terminate the employment of an employee.

5.2 In the absence of cause, **ORGANIZATION NAME** may terminate your employment at any time and for any reason, without cause upon providing you with notice in writing, or payment in lieu of notice, and severance pay (if applicable), and all other minimum statutory entitlements in accordance with the **NAME OF APPLICABLE PROVINCIAL EMPLOYMENT STANDARDS LEGISLATION**. For clarity, you will continue to receive all benefits to which you are ordinarily entitled for the minimum notice period required by the **NAME OF APPLICABLE PROVINCIAL EMPLOYMENT STANDARDS LEGISLATION**, and only for such period.

You understand and agree that you shall not be entitled to any notice of termination, payment in lieu of notice, benefit continuation, or severance pay in excess of the express requirements of this Agreement, including any reasonable notice of termination at common-law. All amounts paid to you under this section will be subject to the usual statutory and other deductions and withholdings. **(make this font black if you don't opt for 5.3 and renumber the rest of the paragraphs in this section).**

OPTIONAL (if you select this then the **paragraph immediately before in this colour font** is to be deleted)
5.3 In the event your employment is terminated on a "without cause" basis and conditional upon your execution and return of a Full and Final Release Agreement (in favour of **ORGANIZATION NAME**) in the form provided by **ORGANIZATION NAME** upon termination, **ORGANIZATION NAME** will provide you with

an additional payment equivalent to one week of your regular wages per each year of completed service, less the required statutory and other deductions and withholdings.

5.4 You may resign from your employment with **ORGANIZATION NAME** at any time by providing **ORGANIZATION NAME** with **two (2) weeks'** written notice. This notice may be waived by **ORGANIZATION NAME** at its sole discretion, in whole or in part, by providing you with a payment equivalent to the salary and benefits you would have earned during the period so waived. Alternatively, you and **ORGANIZATION NAME** may mutually agree to a lesser period of notice, in which event employment shall cease on the mutually agreed date.

5.5 The termination provision set out above will apply throughout your employment with **ORGANIZATION NAME**, even if your position, duties and compensation change significantly during your employment.

6.0 NON-SOLICITATION

You agree that during the term of this Agreement and for a period of 12 months following the termination of your employment for any reason, you shall not individually or with another person or entity, in any manner, directly or indirectly, solicit or induce any sponsor or affiliate of any kind of **ORGANIZATION NAME** that you worked with, or were introduced to in the 24 months prior to the termination of your employment for any reason; nor solicit or induce any employee of **ORGANIZATION NAME** to leave employment with **ORGANIZATION NAME**.

7.0 SEVERABILITY

In the event that any provision of this agreement is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect any other provision of this agreement which will continue to be in full force and effect.

8.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **NAME OF Province/Territory**, and the courts of **NAME OF Province/Territory** shall have exclusive jurisdiction to determine any action arising under this Agreement.

9.0 ACCEPTANCE

If the terms of this offer of employment are acceptable to you – including the attached/enclosed information - we ask that you please sign and complete the following enclosed documents and return the signed originals to **MANAGER NAME** before your first day at work:

1. Signed Offer of Employment
2. Payroll Information form, with void cheque attached or banking authorization form
3. **Signed group benefit enrolment forms (as applicable)**

4. Signed GRRSP forms (as applicable)
5. Acknowledgement Form in the enclosed Employee Policy Handbook

Should you have any questions or concerns, please do not hesitate to contact me.

NAME, it is a pleasure to have you join our team!

Sincerely,

FULL LEGAL NAME OF ORGANIZATION

NAME

TITLE

Attachments/Enclosures:

1. Job Description
2. ORGANIZATION NAME 's Employee Policy Handbook
3. ORGANIZATION NAME's Group benefit booklet or outline
4. ORGANIZATION NAME 's GRRSP/Pension plan booklets or outlines
5. Payroll Information form
6. Other?

Acknowledgment and Acceptance

I, _____ (print name), acknowledge that I have had a reasonable opportunity to consider this Agreement and the offer contained therein and that I have read the terms of this offer, reviewed **ORGANIZATION NAME**'s policies and any schedules attached hereto, and fully understand the terms of this offer in its entirety - in particular that in the event of the termination of my employment, my entitlements will be limited to those specified in this Agreement - and that I have had the opportunity to obtain independent legal advice in connection with this offer and that I am signing this document as an independent free agent. I confirm that no representation or inducement has caused me to leave any previous employment and that I am not under any legal obligation that prevents me from accepting employment with **ORGANIZATION NAME** or from honouring the terms and conditions of my employment with **ORGANIZATION NAME**. I voluntarily accept **ORGANIZATION NAME**'s offer of employment on the terms and conditions set out in this Agreement.

Signed in the City of _____ in the Province of _____ this _____ day of _____, 20__.

Signature of employee

Job Description

Title:

Report to:

Location:

* List key duties

- Other duties as may be assigned. Keep this last responsibility for anything not listed in the job description.