***Disclaimer: This document has been created based on professional advice by TPD HR Solutions and should NOT be considered as legal advice.***

Hiring a new employee is an exciting time for any organization. Make sure you start your new relationship off on the right foot by setting clear expectations for your employee.

Having clear expectations and obligations listed in a comprehensive and well thought out Employment Agreement will not only help you solidify your new relationship it will also help you avoid future disputes.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes** | **No** | **N/A** |
| **Which Parties the Agreement is Between** – This may seem obvious, but you will be surprised how many times this key detail is missed!! |  |  |  |
| **When the Offer Was Made, & When the Employee Accepted** – This willhelp you demonstrate that you have given your employee enough time to review the contract, should a situation arise. |  |  |  |
| **The Role the Employee will be Hired for** – Make sure you go over this withyour employee so that there is no confusion. |  |  |  |
| **The Effective Date of the Agreement. Employee’s Start Date** – Let’s your new hire know when they start at their awesome new job! |  |  |  |
| **Reporting Structure, Remuneration and Benefits –** This section isimportant make sure you include as much detail as possible. Will the employee salary be increased with time? Do you give raises based on inflation? Is the bonus structure subject to change? To re-emphasize, include all the negotiated benefits as well. e.g. mileage, parking pass, course & membership fees, etc.This is where you should also state the employee’s vacation entitlement and paid sick/personal days eligibility. |  |  |  |
| **Expense Policy –** What is considered a reasonable expense? What is theprocess the employee needs to take if they want to get their expenses approved? The last thing you want is to have to approve something “this one time” because you weren’t clear when the employee signed on. |  |  |  |
| **Termination of Employment -­ By Resignation AND by Termination -­** Thisis a two-part section, make sure you cover this possibility from all angles. |  |  |  |
| **Severance Terms –** You will need to make sure that your terms align withgovernment legislation. Regardless of what the employee signs, you can’t provide less than what the law determines. If severance terms were negotiated – the negotiated terms should be put here. |  |  |  |
| **Confidentiality & Non-Solicitation Agreement/ Non-Compete Clause (if applicable)–** Your organization and the nature of your work will determinehow in-­depth this part of the agreement needs to be. |  |  |  |
| **Exclusive Service Clause –** If you are concerned that your future employee may be working for a competitor on the side, you may put in an exclusive service clause. With this clause, the employee has a duty to let you know if they have any matter in which a reasonable person would perceive a conflict of interest.  |  |  |  |
| **Hours of work, probationary period & overtime clause –** Nothing shouldbe assumed! Do you have a 3-­month probationary period? Write that down! Do all employees need a manager’s approval to accumulate overtime? Write that down! |  |  |  |
| **Privacy Policy –** Stipulates how information is stored, secured, and who hasaccess to it. |  |  |  |
| **Required Qualifications & Certifications & Representation by an employee –** If your employee needs a degree or a certification make sure it isclear that those certifications are required, should be maintained and that lying about having/ maintaining a certification or qualification will lead to instant dismissal. Such a statement should also be made for results obtained from reference and background checks. |  |  |  |
| **Pay Periods & Deductions –** When will your employees get paid and whatwill be deducted aside from statutory deductions?Add statutory holidays entitlement if applicable. |  |  |  |
| **Company Property & BYOD Policy –** What does the company consider theirproperty? Intellectual data and devices should be included in this section. |  |  |  |
| **Survivability Clause –** Let’s be clear, this won’t offer you any type ofprotection should you create an interoffice Hunger Games. This clause will simply ensure that if a judge rules against a particular section of your Employee Agreement the remainder of the agreement will remain intact. |  |  |  |
| **Governing Law –** State which Province or Territory will this agreement be governed by. This is important to state because incase matters arise; both the employer and employee will be bound to a single Province or Territory’s legislation. |  |  |  |
| **Independent Advice –** Employees must acknowledge that they’ve had the chance to review and seek independent legal advice regarding this agreement. This will be a strong defense for an employer for any matter that may arise as a result of the employment agreement. |  |  |  |
| **Notices –** How can the prospective employee deliver notice to you? Mail, E-Mail, Fax, Drop-Off, etc. What will be considered and what won’t be? There are laws surrounding this, make sure to review those prior to constructing this clause. |  |  |  |
| **Employer/ Employee Sign Off & Date –** You may think DUH!!!! But you would besurprised by how many employers accidentally leave this section out.  |  |  |  |