



TPD Tips

Employee Agreement Checklist



Employee Agreement Checklist

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 Employee 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 will help 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 with your 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 is important 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? Etc.			
Expense Policy – What is considered a reasonable expense? What is the process 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 - This is 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 with government legislation. Regardless of what the employee signs, you can't provide less than what the law determines.			
Confidentiality & Non-Solicitation Agreement/ Non-Compete Clause (if applicable) – Your organization and the nature of your work will determine how in-depth this part of the agreement needs to be.			

	Yes	No	N/A
Hours of work, probationary period & overtime clause – Nothing should be 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 has access to it.			
Required Qualifications & Certifications & Representation by an employee – If your employee needs a degree or a certification make sure it is clear that those certifications are required, should be maintained and that lying about having/ maintaining a certification or qualification will lead to instant dismissal.			
Pay Periods & Deductions – When will your employees get paid and what will be deducted aside from statutory deductions?			
Company Property & BYOD Policy – What does the company consider their property? Intellectual data and devices should be included in this section.			
Survivability Clause – Lets be clear, this won't offer you any type of protection 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.			
Employer/ Employee Sign Off – You may think DUH!!!! But you would be surprised by how many employers accidentally leave this section out.			

Need Help With Your Employee Agreement?
Contact us today!

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