

Employment Agreement

An agreement setting out the terms of a job between an employer and an employee. Template v1.0.

Date of this agreement: _____

Employer: _____

Employee: _____

1. The job

Job title: _____

Reports to: _____

Start date: _____

Place of work: _____

Full time or part time: _____

Permanent or fixed term: _____

The Employee will do the duties that fit the job title and other reasonable duties the Employer asks for. A fixed term job ends on the date shown above unless both parties agree in writing to extend it.

2. Pay

Salary or hourly rate, before deductions: _____

Paid: _____

The Employer makes the deductions the law requires and gives the Employee a pay statement. Overtime is paid, or time off given, as the law requires. Pay is reviewed at least once a year.

3. Hours and probation

Normal hours of work: _____

Probation period: _____

The Employer may ask for reasonable extra hours at busy times. Other changes to hours are made by agreement. The probation period lets both parties check that the job is a good fit. It does not reduce any right the law gives the Employee.

4. Vacation and benefits

Paid vacation days each year: _____

These days are in addition to public holidays. If the law gives the Employee more paid leave, the Employee gets the greater amount. The Employee also gets sick leave, family leave and any other leave the law provides.

Benefits:

Benefits follow the rules of each plan, which can change. If no benefits are listed, none are promised beyond what the law requires.

5. Policies

The Employee will follow the Employer's reasonable workplace policies, as updated from time to time. If a policy conflicts with this agreement, this agreement applies.

6. Confidentiality

The Employee will keep the Employer's confidential information private during and after the employment and use it only for the job. This includes customer lists, prices, plans, data, code and anything marked confidential. It does not include information that becomes public through no fault of the Employee. Nothing here stops the Employee from reporting a suspected breach of the law to a regulator or making any other disclosure the law protects.

7. Work product

Work the Employee creates in the course of the job belongs to the Employer. This includes inventions, designs, code and writing. The Employee will sign any further papers reasonably needed to confirm this. Work created on the Employee's own time, without the Employer's equipment or information and unrelated to its business, stays with the Employee where the law allows.

8. Outside work and conflicts

The Employee may do other work in their own time if it does not compete with the Employer, use its confidential information or get in the way of their duties. The Employee will tell the Employer about any conflict of interest as soon as they become aware of it.

9. Ending the employment

Written notice either party gives: _____

Either party may end the employment by giving written notice of at least the length above. If the law requires a longer notice period, pay instead of notice, or severance pay, the Employee gets what the law requires. The Employer may pay the Employee for the notice period instead of asking them to work it. The Employer may end the employment without notice only for serious misconduct, and only as far as the law allows.

10. Return of property

When the employment ends, the Employee returns all of the Employer's property, including devices, keys, cards, documents and data, and keeps no copies. The Employer pays all wages and vacation pay owed within the time the law sets.

11. Governing law

This agreement is governed by the laws of:

12. Whole agreement

This agreement is the whole agreement about the employment and replaces any earlier offer or discussion. A change is valid only in writing signed by both parties. If a term cannot be enforced, the rest still applies. The Employee confirms they have read this agreement and had the chance to get advice before signing.

Employee phone (the Employee fills this in): _____

For the Employer

Employee

Signature

Signature

Name

Name

Date

Date

Title

Email