

This Employment Contract (the “Agreement”) is made and entered into on [DATE] between the following parties:

[COMPANY’S NAME] (The “Company” or the “Employer”), an organized corporation currently existing under the laws of the [STATE/PROVINCE] with head office located at [COMPLETE ADDRESS]

AND

[EMPLOYEE’S NAME] (The “Employee”), an individual currently residing in [COMPLETE ADDRESS]

WHEREAS, the Employee has applied as [SPECIFY POSITION] in the Company and has passed all the screening and recruitment processes;

WHEREAS, the Company has determined that the Employee possesses the necessary qualifications, experience, and abilities needed to assist and benefit the Employer in its business as well as expressed its wishes to obtain the benefit of the Employee’s service; and

WHEREAS, the Employee wishes to render such services for the Company’s benefit as subject to the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the above mentioned recitals as well as the mutually agreed upon covenants made between the Employer and the Company, the Parties hereby agree to the following terms and conditions below:

1. EMPLOYMENT

[COMPANY’S NAME] hereby offers [EMPLOYEE’S NAME] a position within the Company to serve as [SPECIFY POSITION] which will be on a Full-Time basis. The Employee may periodically over time be required to carry out other reasonable duties as the Employer may decide, without additional remuneration, should such duties be deemed necessary in order to meet the needs of the business.

As such, the Employee hereby agrees to perform and assume the following duties and responsibilities as [SPECIFY POSITION]:

I. Perform the respective duties and responsibilities expected of a [SPECIFY POSITION] in a manner similar to the standard work practices of [SPECIFY POSITION] within the Company;

II. Perform the following expected tasks in a professional and workmanlike manner while adhering to the Company’s policies and regulations; and

III. Comply with all the necessary documents mandated under law.

2. COMMENCEMENT

The Employee’s employment will commence on [DATE] (the “Commencement Period”) and will continue for a time until the termination of this Contract for any such reasons set forth in [SPECIFY SECTION].

3. PROBATIONARY PERIOD AND REGULARIZATION

Upon employment, the Employee will first be subject to a probationary period of [SPECIFY] months, during which the Employee’s performance will be monitored and evaluated accordingly. Employer reserves the right to terminate the Employee’s employment within their probationary period if Employee’s performance is below Company’s expected standards or if the Employee commits a breach under this Contract. Prior to termination, the Employer will furnish the Employee with a week’s written notice stating its intent of termination upon the stipulated date set forth therein (the “Termination Date”). Employees who have completed the [NUMBER]-month probationary period shall be regularized which entitles them to employee benefits offered by the Company.

4. WORK HOURS

Company’s Business hours are from [DAY] to [DAY] from [TIME] to [TIME]. Employee is expected to work from [DAY] to [DAY] from [TIME] to [TIME], which is a total of [NUMBER] hours every week with one hour of unpaid lunch breaks per working day. However, should the Employer require Employee to work additional hours in order to fulfill their duties or meet the needs of the business then a written notice shall be given to the Employee citing the number of additional hours they will need to render and for what purpose. Employee is entitled to receive an overtime pay of $[AMOUNT] per additional hour rendered or [PERCENT] % additional compensation to their overall salary.

For Part-time employees, entitlement to holidays, sick leave, and all other benefits is pro rata based on the number of hours worked compared to those worked by a Full-time employee. Full-time hours for this purpose are [NUMBER] hours per week.

5. PLACE OF WORK

Employee’s regular place of work will be at the Company’s office branch located in [COMPLETE ADDRESS] in the [SPECIFY] department of the [SPECIFY NAME] building.

6. PAYMENT

Employees working Full-time will be paid an amount of $[AMOUNT] per [WEEK/MONTH] and is payable on the [NTH] and [NTH] day of the month which includes performance bonuses, overtime pay, and monetary incentives. Deductions from pay will be calculated on a monthly basis for any applicable taxes under Federal law.

7. BENEFITS

Following a completion of the Employee’s probationary period, the Employee shall then be entitled to Employee benefits by the Company which include but are not limited to:

1. [SPECIFY]
2. [SPECIFY]
3. [SPECIFY]

8. HOLIDAYS AND HOLIDAY PAY

Employees are not required to work on Holidays whether national or local. Employees wishing to avail of holiday leave must first file for such leave with the manager-in-charge of their respective department. Employee must also give at least one week’s notice of holiday request and will also endeavor to cooperate with the management on fixing such dates, however, such dates will remain at the Employer’s sole discretion. The Employer will give the Employee at least one week’s notice if [HE/SHE] is required to take holiday other than during notice. Holidays must be taken in the holiday year of entitlement and may not be carried over to the following year.

For Employees working during the Holiday, the Holiday pay will be paid at [SPECIFY i.e., basic rate, double the basic rate, the basic rate plus 30 percent of the total basic rate].

9. ABSENCES DUE TO SICKNESS OR INJURY

Should an event of sickness or injury occur then the Employee must advise their immediate Manager-in-charge in no later than [HOUR] upon the first day of absence, citing their reasons of their absences.

Should the Employee be absent for a more than 3 days, then [HE/SHE] shall immediately present a medical certificate from a recognized General Practitioner to the immediate Manager-in-charge upon their return to work.

Should the Employee be absent for more than a week then [HE/SHE] shall immediately return to work is able to and present a medical certificate as well as any other copies of relevant medical information to the immediate Manager-in-charge. For a period of sickness exceeding [NUMBER] weeks, the Employer may request a medical report duly signed from an authorized General Practitioner from the Employee.

10. CONFIDENTIALITY

Upon entering into employment with the Company, the Employee may at any time be made aware of any information that is deemed confidential to the Company, such confidential information may include but are not limited to, trade secrets, financial information, accounting information, sales and marketing information, information pertaining to the Company’s suppliers, customers, or clients, proposed product plans and schematics, formulas, or any other information not made available to the public domain and of which may result irreparable harm and damage to the Company if disclosed, revealed, divulged, or broadcasted. Such Confidential Information does not include data that is already public knowledge or made aware by legal and ethical means. The Employee hereby agrees that upon entering into this Agreement, during their employment period, and following the termination of their employment, that they will not disclose, divulge, reveal, or publicly broadcast any of the Company’s confidential information. This Confidentiality clause shall survive upon the Contract’s termination.

11. PROPERTY

The Employee hereby acknowledges that all files, customer and client records, list, books, literature, software, products and work products developed by the Employee in the course of [HIS/HER] employment with the Employer as well as all other materials owned by the Employer or used by the Employer in connection to the conduct of the Employer’s business shall at all times remain as the sole property of the Employer and Employee further agrees that upon request and termination of Employee’s employment hereunder, the Employee shall agree to surrender to the Employer all such files, customer and client records, list, books, literature, software, products and work products belonging to the Employer.

12. OTHER EMPLOYMENT

Employee hereby agrees to dedicate the entirety of their time, attention, and abilities during their work hours for the Company. The Employee may not, under any circumstance, whether directly or indirectly, undertake any other duties during their hours of work hereunder.

The Employee may not, without first obtaining a prior written consent from the Employer (which said consent shall not be unreasonably withheld or delayed, outside their hours of work with the Employer work for, advise, or in any way assist, whether directly or indirectly, any business or employee which is similar to or in any way connected to or is competitive in nature with the Employer’s business or which could or would reasonably be considered as an impairment of the Employee’s ability to act at all times in the Employer’s best interest.

13. COMPANY RULES AND REGULATIONS

[COMPANY’S NAME] has adopted a set of rules and regulations to protect the health and safety of all employees and customers as well as to ensure the high standards of conduct, performance, and service in the business, a copy of which is attached herein as Schedule A. The Employee is required to read the Company Rules and Regulations and agrees to undertake all the necessary steps in order to ensure that the rules and regulations are properly observed. Failure to adhere to the Company rules will result in the appropriate disciplinary actions, which may include written warnings, suspensions, or even dismissal in accordance with the Company’s Disciplinary Procedures.

14. COMPANY’S DISCIPLINARY PROCEDURE

Failure for Employee to observe the Company’s set of rules and regulations as outlined in Schedule A may be subject to the following disciplinary procedures attached herein as Schedule B.

15. TERMINATION OF EMPLOYMENT

As mentioned in Section 3, Employees must undergo a probationary period for the monitoring and evaluation of their performance. However, should an overall performance of an Employee be below Company’s standards, then the Employer reserves the right to terminate this Contract by providing a [NUMBER]-days written notice stating its intent to the Employee. During the probation period, Employee may choose to terminate this Employment Contract by providing a [NUMBER]-days written notice to the Employer stating their intent to terminate their employment hereunder.

For regularized employees, the Employee shall furnish to the Employer a [NUMBER]-days written notice of their intention to terminate this Contract or vice-versa. During any period of termination (whether given by Employee or by Employer) the Employer may require the Employee not to attend [HIS/HER] place of work for the duration of or part of the notice period and/or may at its sole discretion relieve the Employee of all or a portion of their contractual duties during that period. During the period of notice, including any garden leave, the Employee shall remain as the Employer’s employee and shall remain bound by the terms and conditions set forth hereunder. It is agreed upon by both parties that the period of notice is a reasonable period for a garden leave. This will not affect the Employee’s entitlement to receive basic salary, in conjunction with a payment that contemplates all the value of all contractual benefits that would have been due to the Employee during the period of notice.

16. HEALTH AND SAFETY

The Company has a detailed health and safety policy, a copy of which is available herein as Schedule C. The Employee is required to read the policy attached herein and agrees to undertake all the necessary steps to comply. Failure to comply may result in disciplinary action, and in serious cases, immediate dismissal.

17. EQUAL OPPORTUNITIES

[COMPANY’S NAME] is an equal opportunities employer and has a detailed equal

Opportunities policy a copy of which is attached herein as Schedule D. The Employee is

Required to read the policy attached herein must take all the necessary steps to ensure that

It is properly observed. Failure to comply with the terms of the policy may result in the

disciplinary action and in serious cases, immediate dismissal.

18. COMPUTERS AND INTERNET USE

The Company has a detailed Computer and Internet use policy, a copy of which is available herein as Schedule E. The Employee is required to read the policy attached herein and agrees to undertake all the necessary steps to comply. Failure to comply may result in disciplinary action, and, in serious cases, immediate dismissal.

19. ALCOHOL AND DRUGS ABUSE POLICY

The Company has a detailed Alcohol and Drugs Abuse policy, a copy of which is available herein as Schedule F. The Employee is required to read the policy attached herein and agrees to undertake all the necessary steps to comply. Failure to comply may result in disciplinary action, and, in serious cases, immediate dismissal.

20. INDEMNITY

The Employee will indemnify the Employer of any liability incurred by the Employer as a direct consequence of the Employee’s negligence, breach of contract, breach of duty or breach of trust with regard to the Employer’s affairs.

21. ENTIRE AGREEMENT

This Contract, including the attached schedules herein, comprises the entire understanding made between the parties with regard to the subject matter hereof. Any amendments or modifications made to this Contract will not take into effect unless drawn in writing and duly executed by both Parties.

IN WITNESS WHEREOF, the following parties hereby officially execute this Contract on the date first indicated above.

|  |  |
| --- | --- |
| COMPANY | EMPLOYER |
|  |  |
| [AUTHORIZED SIGNATURE] | [AUTHORIZED SIGNATURE] |
| [PRINTED NAME] | [PRINTED NAME] |
| [TITLE] | [TITLE] |

SCHEDULE A: COMPANY RULES AND REGULATION

SCHEDULE B: COMPANY DISCIPLINARY PROCEDURE

SCHEDULE C: COMPANY HEALTH AND SAFETY POLICY

SCHEDULE D: COMPANY EQUAL OPPORTUNITIES POLICY

SCHEDULE E: COMPANY COMPUTER AND INTERNET USE POLICY

SCHEDULE F: COMPANY ALCOHOL AND DRUGS POLICY