**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** (the “Agreement”) is entered into by and between:

**[*Full Legal Name of Employer*]**

 (the “Employer”)

- and-

**[*Name of Employee*]**

(the “Employee”)

**BACKGROUND:**

1. The Employer desires to employ the Employee and, by signing this Agreement, the Employee agrees to be employed by the Employer on the terms and conditions set out herein.
2. The Employee’s employment will be governed in accordance with the minimum standards of The Manitoba *Employment Standards Code* and its regulations, as replaced or amended from time to time (the “ESC”) and this Agreement.
3. This Agreement is available for signing until [*date*]. If the Employee does not sign this Agreement on or before [*date*], this Agreement will be revoked in its entirety. The Employee may not commence employment without having first signed this Agreement.

**IN CONSIDERATION** of the mutual benefits, covenants, and promises made herein (the receipt and sufficiency of which is hereby acknowledged by each of the Parties), the Parties agree as follows:

* This Agreement will come into effect on <Insert Date> and will continue until terminated in the accordance with the terms of this Agreement.
* The Employee will be employed in the position of <Insert Position Title>.
* The Employee’s starting <salary/wage> will be $<Insert Amount> per <hour/year>, to be paid bi-weekly by direct deposit, and in accordance with the Employer’s payroll practices, as amended from time to time.
* This position will be required to report to the <Organization Name> office, located at <Insert Address>. In the case the Employer was to primarily conduct their work remotely or on a hybrid basis, refer to the section in the Agreement, Formal and/or Hybrid Working from Home Arrangements.
* The Employee’s work week will typically consist of <XX> hours. The Employee’s normal schedule will be Monday to Friday, 9:00 am to 5:00 pm, with an unpaid 30-minute lunch and two 15-minute breaks, one in the morning and the other in the afternoon. On occasion, the Employee may be required to work additional hours. <Organization Name> reserves the right to amend the Employee’s schedule as operationally required.

**Select one option below**

1. **For a salaried manager:** Any hours worked in a work week are inclusive of the stated salary. The Employee understands that in their managerial role, they are not entitled to overtime pay, in accordance with the ESC.
2. **For an hourly employee (non-manager):** Overtime shall be paid in accordance with the Manitoba *Employment Standards Code* (“ESC”) and the Employer's overtime policies.

The Employee is not entitled to work more than 8 hours in a day or 40 hours per week without the Employer’s express permission.

* The Employee will be a probationary employee for a period of thirty (30) days after commencing their employment (the “Probationary Period”).
* The Employee will accrue <Insert Number> weeks of vacation per year. Vacation must be earned before it may be used. The Employee is not entitled to take vacation while they are in their probationary period, unless so granted by <Organization Name>. **OR** The Employee’s vacation pay will be paid on every paycheque, as it accrues (*if applicable*).
* The Employee will accrue sick time benefit of up to [X] days in a calendar year, prorated from their start date. The Employee must earn their paid sick time benefit before they may use it for paid sick time. (*If applicable*)
* [The Employer may, in its sole and unfettered discretion, provide the Employee with a monetary bonus, however the timing and amount of any such bonus is subject to the Employer’s sole discretion and payment of any bonus is not a promise or guarantee of any future bonus.] Or [*Bonus specified by client*]. The bonus is intended to reward and motivate employees who are active contributors to the Employer’s business. As such, the Employee understands and agrees that they will only be entitled to bonus payment(s) as required under the ESC and shall not be entitled to any bonus payment(s) beyond the ESC minimums or under the common law, regardless of the reason or manner of termination (including wrongful termination or constructive dismissal). (*If applicable*)
* The Employee may enroll in the Company-provided benefits plan, via [Insert Provider], [upon hire/after 3 months]. If/when the Employee enrolls in the Employer's group benefits plan, any required Employee contributions will be deducted from the Employee's pay.
	1. *Acknowledgement Re Benefits*: The Employer reserves the right to discontinue or amend the terms of any benefits provided directly by the Employer or any benefits plan provided by a third party, without advance notice to the Employee. Provided the Employee is an active participant in the Employer’s benefits at the time of termination of this Agreement, the Employee understands and agrees that they will only be entitled to benefits payment(s) or continuation as is required under the ESC and shall not be entitled to benefits continuation or payment(s) beyond the ESC minimum requirements or under the common law, regardless of the reason for termination (including wrongful termination or constructive dismissal). (*If applicable*)

Should the Employee accept this job offer, they will be agreeing to the following terms:

* This offer is conditional upon providing: **Select which, if any, apply:** proof of a valid drivers’ licence, valid insurance, a satisfactory drivers’ abstract, a vulnerable sector check, a criminal records check, as determined by the Employer. As a condition of employment these requirements must remain valid, in place and in good standing. (*If applicable*)
* The Employee will be provided with <Organization Name>’s policy manual upon commencement of employment. The Employee acknowledges that they must read, understand, and agree to follow the policies as written. The Employee agrees that the terms outlined in all company policies are part and included in the terms of employment.  Should the Employeehave any questions concerning any of the policies, the content and/or application, it is their responsibility to bring them forward within fourteen (14) days of hire.
* The Employee will sign and return the HR Policy Acknowledgement Form within fourteen (14) days of hire.

Alternatively, it is acknowledged that the policies were read, understood and the Employee agrees to follow them as a condition of employment.

**Formal and/or Hybrid Working from Home Arrangements**

<Organization Name> may provide the Employee the option to either work from home full-time or work in a hybrid model, both from home and work. The terms and expectations set out in this clause apply.  The opportunity provided by the Employer is temporary and will be reviewed on a regular basis.  In no way does a full-time working from home or hybrid schedule form a basis, expectation, or condition under the Employee’s employment Agreement.  The Employer reserves the right to amend the Employee’s schedule, place of work and/or require them to return to work full time, at the Company’s location as specified in the Agreement.

The Employee understands that there may be legal and other implications if they relocate outside of the Province of Manitoba. The Employee therefore agrees that they will not relocate outside of Manitoba without informing the Employer as soon as reasonably possible prior to relocating. The Employee acknowledges and agrees that they have the necessary space, furniture, technology, and equipment, including a reliable internet connection, required in order to perform the duties of their position remotely or on a hybrid basis.

**Resignation, Temporary Layoff and Termination**.

*Resignation by Employee*. The Employee may resign from their employment by providing the Employer with [*number*] [weeks'/months'] prior written notice. The Employee will continue to work during the resignation notice period unless the Employer waives this requirement, either in whole or in part by providing the Employee with only their minimum entitlements under the ESC.

*Temporary Layoff*. The Employer reserves the right to place the Employee on a temporary layoff in accordance with the provisions of the ESC.

*Termination by Employer during Probationary Period*. The Employer may terminate this Agreement during the Probationary Period without providing the Employee with notice of termination or payment in lieu of notice, unless otherwise required under the ESC.

*Termination by Employer with Notice or Pay in Lieu*. Following the Probationary Period, the Employer may terminate the employment of the Employee by providing them with only the minimum amounts required by the ESC for notice of termination or pay in lieu of notice (or a combination of both) and any other applicable minimum payments or entitlements that are required under the ESC, including but not limited to benefits continuation, vacation entitlements, non-discretionary bonuses, and severance pay.

*Termination by Employer without Notice or Pay in Lieu*. The Employer may terminate the employment of the Employee without providing them with prior written notice of termination or pay in lieu of notice (unless otherwise required by the ESC) where the Employer finds that there is just cause to do so, or for any other reason permitted under the ESC and its regulations, as amended from time to time.

*Employee Acknowledgement Re Termination*. The Employee understands and agrees to the termination provisions of this Agreement and specifically waives their right to common law reasonable notice of termination or pay in lieu thereof or any further entitlements under the common law. The Employee further agrees that the termination entitlements provided in this Agreement are reasonable and are intended to override and oust any entitlement the Employee may have to reasonable common law notice of termination or pay in lieu of notice or any other termination entitlements beyond the minimum entitlements provided under the ESC.

*Employee Acknowledgement Re Non-Inducement*. The Employee agrees and acknowledges that they have not been directly or indirectly induced or solicited away from secure employment in order to join the Employer. If the Employee has been induced or solicited away from secure employment in order to join the Employer; the Employee explicitly agrees that their tenure with their former employer (other than a predecessor of the Employer) will not be considered for the purposes of calculating the Employee's termination entitlements, unless otherwise required by the ESC.

**Technology**

The Employer’s computers, laptops, cell phones, phone systems, or other technology which the Employee uses during their employment may only be used for work-related matters. The Employer may monitor the Employee’s use of its technology, computers, and phone systems, including e-mails and other applications associated with the Employer, and the Employee acknowledges that they have no expectations of privacy in this regard.

**Conflict of Interest**

The Employee is required to promptly report any potential or actual conflict of interest to the Employer. A “conflict of interest” may include, but is not limited to:

1. private or monetary interests in an organization which does business with or competes with the Employer’s business interests; or
2. private or monetary interests, direct or indirect, in any concern or activity of the Employer of which the Employee is aware or ought reasonably to be aware.

For greater certainty, “monetary interests” include those of the Employee as well as their parents, spouse, partner, child, relative or a private corporation of which the Employee or their parents, spouse, partner, child, or relative is a shareholder, director, officer, partner, investor, Employee, or contractor.

**Restrictive Covenants**

1. *Confidentiality*. During and after the Term, the Employee agrees not to use, divulge, sell, give, circulate or otherwise distribute any Confidential Information of the Employer. All Confidential Information (including all paper and electronic copies) is the sole property of the Employer. The Employee may not make paper / electronic copies of Confidential Information unless agreed to in advance by the Employer. If the Employee is in possession of Confidential Information, they agree to return the Confidential Information to the Employer immediately upon request, or immediately upon the termination of this Agreement regardless of the reason or manner of termination. ”Confidential Information” means all information, data, documents, Agreements, files and other materials in whatever form including, without limitation, in written, oral, visual or electronic form, which is disclosed or otherwise furnished to the Employee in the course of their employment, whether or not such information is marked confidential, that relates directly or indirectly to the Employer’s business, clients, customers, products, services, referral sources, suppliers, finances, Intellectual Property and trade secrets, including:
	* 1. all or any portion of analysis, notations, plans, compilations, reports, forecasts, studies, samples, statistics, summaries, interpretations and other documents created, developed, prepared, received, obtained, or generated or derived from such information, data, documents, Agreements, files or other materials in connection with the Employee’s employment; and
		2. any other non-public information, tangible or intangible, that is of value to the Employer.
2. *Intellectual Property*. The Employer is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to all the Intellectual Property (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") therein. The Employee irrevocably assigns to the Employer, all rights, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. “Intellectual Property” means Confidential Information, copies thereof, copyright works, trademarks, industrial designs, design rights, inventions (whether patentable or not), unpublished patent applications, inventive ideas, discoveries, innovations, developments, or improvements thereto, or any other intellectual property rights relating to any of the foregoing, whether registered or non-registered, whether or not reduced to written form or practice, within the scope of the Employer’s business activities. To the extent that any of the Employee’s pre-existing Intellectual Property Rights are contained in the Deliverables, the Employee grants to the Employer an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, modify, display, distribute copies of, and prepare derivative works based upon such pre-existing Intellectual Property Rights.
3. *Non-Solicitation*. Unless the Employer consents in writing (which consent may be unreasonably withheld), the Employee shall not knowingly, or on the Employee’s own behalf, or on behalf of or in connection with any other person or corporation, directly or indirectly, in any capacity whatsoever for [NUMBER] [month(s)/year(s)] after the termination of this Agreement, regardless of the reason or manner of termination, contact or solicit in any manner whatsoever, directly or indirectly:
	1. any of the Employer’s clients or customers for the purpose of obtaining the business of such clients or customers for the Employee’s own account or on behalf of any person or corporation which carries on a business similar to or in competition with that of the Employer; or
	2. offer employment or work to any of the Employer’s Employees or contractors, or induce or attempt to induce any of the Employer’s Employees or contractors to be employed or engaged by any person or corporation that competes with the Employer.

Without limiting the generality of the foregoing, the phrase “solicit the business” used herein shall include, but not be limited to, notifying or contacting clients for the purposes of allowing them to identify and / or seek products/services other than with the Employer.

*Employee Acknowledgement Re Restrictive Covenants*. The Employee acknowledges that the confidentiality and non-solicitation restrictions in this Agreement are reasonable because the Employer has invested significant time, energy and resources in building its business, which is highly competitive, and the Employee is and will become knowledgeable of Confidential Information concerning the Employer and its clients and business practices over the course of their employment.

**Changes**

The Employer and the Employee may make changes to this Agreement by mutual Agreement, in writing. The Employer may make changes to the Employee’s terms of employment; however, if such changes are substantial, the Employee will be provided with the same amount of notice or pay in lieu of notice to which they would have been entitled if their employment was terminated in accordance with their minimum entitlements under the ESC. Such change(s) shall not constitute a termination of employment, constructive dismissal, or a breach of this Agreement.

**Obsolescence**

The Employee agrees that the terms and conditions of employment set out in this Agreement will govern the Employee and the Employer regardless of the Employee’s length of employment with the Employer. The terms of this Agreement which are not Employee-specific and which are intended to continue governing the Employer / Employee relationship will continue to do so regardless of any changes to the Employee’s position, pay, schedule, location, duties, position, benefits, vacation entitlements, bonus entitlements, or any other variable terms of employment and regardless of whether such change(s) is / are material or otherwise.

**Compliance with ESC**

The Employee is entitled to all minimum standards guaranteed by the ESC. If there is a conflict between this Agreement and the ESC, then the ESC will prevail unless the ESCpermits the parties to agree otherwise, and the parties have explicitly agreed otherwise herein.

**Relocation**

The Employee acknowledges that their physical work location may change due to relocation of the Employer’s business or for other commercially necessary or public health reasons, including a change from remote work to on-location work and *vice versa* (or a hybrid model combining both). The Employee agrees that such relocation will not constitute a constructive dismissal, wrongful termination or a breach of this Agreement.

**Successors and Assigns**

This Agreement enures to the benefit of the Employer and its respective affiliates, subsidiaries and parent companies and each of their respective successors. This Agreement is personal to the Employee and shall not be subject to voluntary or involuntary assignment or transfer by the Employee.

**Non-Disparagement**

During and after the Term, the Employee agrees not to make or publish any written or oral statements which are disparaging, deleterious, or damaging to the integrity, reputation, or goodwill of the Employer or their business, workers, clients, customers, suppliers, or referral sources.

**Interpretation**

1. Severability. The paragraphs of this Agreement are separate and distinct covenants, severable from each other. If a covenant is determined to be invalid or unenforceable, such invalidity or unenforceability shall apply to the covenant only to the extent of that invalidity or unenforceability and shall not affect the validity or enforceability of any other covenant.

1. Interpretation. For the purposes of this Agreement, words in the singular include the plural, words in the plural include the singular, words importing the use of any gender include all genders where the context or party referred to require, and the rest of the provision is to be construed as if the necessary grammatical and terminological changes had been made.

1. Headings. The headings in this Agreement identifying various sections, paragraphs, subsections and clauses are inserted for convenience or reference only and are in no way intended to dESCribe, interpret, define, affect the construction of or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

1. Entire Agreement. This Agreement constitutes the entire Agreement of the parties regarding the employment of the Employee by the Employer and supersedes all prior written or oral Agreements, negotiations or representations between the parties, including any pre-employment discussions and interviews. In the event of any inconsistency between the statements in the body of this Agreement, and the Employer’s policies, as amended from time to time, the statements in this Agreement shall prevail.

1. Waiver. No waiver of any provision in this Agreement by either party shall be deemed or constitute a waiver of any other provision.
2. Survival. The termination of this Agreement will not affect the survival and enforceability of any provision(s) of this Agreement which is/are intended to remain in force after such termination, including but not limited to the Confidentiality and Non-Solicitation provisions herein.

1. Governing Law. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the Province of Manitoba, and the federal laws of Canada applicable in that province, and the parties agree and attorn to the exclusive jurisdiction of the courts of the Province of Manitoba in relation to the enforcement of this Agreement.
2. *Electronic Signature*. This Agreement and any documents, schedules, exhibits, which are ancillary hereto may be signed by each party in identical counterparts, which shall together constitute a complete agreement. The parties further agree and acknowledge that signed copies of this Agreement and any documents, schedules, exhibits, which are ancillary hereto which are transmitted electronically will be valid and enforceable as though they were the original copies.

**Employee Acknowledgements**

The Employee hereby acknowledges and fully understands:

* + 1. their rights and obligations under this Agreement;
		2. the terms and conditions of this Agreement are fair, reasonable and necessary to protect the Employer’s and Employee’s interests;
		3. they have been given reasonable opportunity to obtain independent legal advice;
		4. the sections of this Agreement which deal with the termination of their employment and specifically waives their right to common law reasonable notice or pay in lieu of notice of termination or any other common law entitlements which may otherwise be afforded to them upon termination; and
		5. they have received or will receive (after signing this Agreement) sufficient consideration in exchange for entering into this Agreement.

On behalf of <Organization Name>, we congratulate you on attaining this position, and look forward to welcoming you to our organization. We are confident that your knowledge, skills, and experience will be valuable assets.

Sincerely yours,

<Insert Name>

<Insert Title>

<Organization Name>

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby accept the terms and conditions of this Agreement and acknowledge that this document establishes the terms and conditions of my employment. I have been provided with a reasonable opportunity to obtain independent advice before agreeing to the terms in this Agreement, and I am entering into this Agreement voluntarily. I agree that this Agreement constitutes the entire Agreement between me and the Employer, and that no other representations, promises or warranties have been relied upon.

I confirm that I have not been asked by the Employer to disclose any confidential information available to me through my previous employment, and that I am not subject to any contractual terms or restrictions that would interfere with my ability to perform the duties and responsibilities of this position with the Employer, and I hereby agree to indemnify and save harmless the Employer from any and all claims or demands related to any such contractual terms or restrictions.

| Date: |  |  | Signature: |  |
| --- | --- | --- | --- | --- |