

## **INSTRUCTIONS**

### **EMPLOYER & EMPLOYEE AGREEMENT FOR W-2 EMPLOYEES**

This agreement is not required but may be used by Agencies that wish to obtain some assurance of the availability of newly hired employees.

It is tailored for office staff but may be used for professional and Para-professional directly hired staff as well.

The document is provided in word format so you can make appropriate changes

## EMPLOYER & EMPLOYEE AGREEMENT

**Employer:**

Phone:

Fax:

**Employee:**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

The Parties agree as follows:

### 1. Duration of Agreement

This agreement shall have duration of \_\_\_\_\_ months from the date, (unless extended by mutual consent), from the date the EMPLOYEE assumes his/her duties. The "TERM OF EMPLOYMENT")

Both parties agree that this agreement is conditional upon THE EMPLOYEE (if not a citizen) obtaining a valid work permit pursuant to the Immigration Regulations. Employment is also conditioned upon THE EMPLOYER meeting Criminal Check conditions specified in The EMPLOYER'S Personnel Policies and on the EMPLOYEE successfully completing orientation and satisfying all other conditions including those that are position specific that are contained in EMPLOYER'S Personnel Policies

### 2. Job Description

THE EMPLOYEE agrees to carry out the tasks as outlined in their job title/description.

### 3. Work Schedule

THE EMPLOYEE shall work \_\_\_\_\_ hours per week. He/she shall receive \_\_\_\_\_% more than the regular wages for any hours worked over this limit. His/her workday shall begin at \_\_\_\_\_ and end at \_\_\_\_\_, or, if the schedule varies by day, specify:

\_\_\_\_\_  
THE EMPLOYEE shall be entitled to \_\_\_\_\_ minutes per day of break time (lunch, coffee breaks etc.....)

THE EMPLOYEE shall be entitled to \_\_\_\_\_ weeks of paid vacation, beginning on \_\_\_\_\_  
THE EMPLOYEE shall be entitled to \_\_\_\_\_ days of sick leave per year, beginning on \_\_\_\_\_

### 4. Wages and Deductions

THE EMPLOYER agrees to pay THE EMPLOYEE, for his/her work, wages of \$\_\_\_\_\_ per week, or \$\_\_\_\_\_ per hour. These shall be paid at intervals of \_\_\_\_\_.

THE EMPLOYER is responsible for Income Tax Withholding, Social Security and Medicare taxes and Federal Unemployment Tax Act (FUTA).

THE EMPLOYER is responsible for depositing income tax withheld and both the employer and employee social security and Medicare taxes.

THE EMPLOYER shall not recoup from The Employee, through payroll deductions or any other means, any costs incurred in recruiting or retaining The Employee. These include, but are not limited to, any amounts payable to a third-party recruiter.

If applicable, The Employer agrees to review and adjust (if necessary) The Employee's wages after 12 months of employment, to ensure they meet the prevailing wage rate for the occupation in the region.

**5. Mileage Expenses**

THE EMPLOYER agrees to pay The Employee \_\_\_\_ per mile for use of their own vehicle in the performance of their duties.

**6. Workers' Compensation**

THE EMPLOYER agrees, to the extent required by state law to register THE EMPLOYEE under the appropriate state Workers' Compensation insurance plan.

THE EMPLOYER agrees not to deduct money from THE EMPLOYEE'S wages for this purpose.

**7. Notice of Resignation**

Should he/she wish to terminate the present agreement, THE EMPLOYEE agrees to give THE EMPLOYER written notice thereof at least two weeks in advance.

**8. Notice of Termination of Employment**

THE EMPLOYER must give written notice before terminating the agreement of THE EMPLOYEE if this employee has completed 3 months of uninterrupted service with THE EMPLOYER and if the agreement is not about to expire. This notice shall be provided at least two weeks in advance.

**9. Non-Solicitation of Clients**

THE EMPLOYEE agrees not to solicit or accept independently any clients of THE EMPLOYER during their employment with THE EMPLOYER and for a period of \_\_\_\_ after termination of employment with THE EMPLOYER.

**AGREEMENT SUBJECT TO STATE LABOR AND EMPLOYMENT LEGISLATION**

THE EMPLOYER is obliged to abide by the standards set out in the relevant state labor standards act. In particular, THE EMPLOYER must abide by the standards with respect to how wages are paid, how overtime is calculated, meal periods, statutory holidays, annual leave, family leave, benefits and recourse under the terms of the Act. Any terms of this Agreement of employment less favorable to THE EMPLOYEE than the standards stipulated in the relevant labor standards act is null and void.

IN WITNESS WHERE OF the parties state that they have read, understand and accepted all the terms and conditions stipulated in the present Agreement.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Date