



## Instructions

Please complete the upcoming questions to the best of your knowledge.

We understand some concepts might be new to you. If you're unsure about any of your responses, please checkmark "I Don't Know" and one of our lawyers will contact you to discuss and advise you directly.

If you wish to work on this form offline, please download the PDF summary [here](#) and return back to complete the form when you are ready.

## Disclaimer

All legal services will be performed by Oziel Law. If you are not a client of Oziel Law, you will be asked a couple of questions relating to our engagement prior to submitting this form. Our acceptance of you as a client is subject to our review of your submission and a firm conflict check.

## Employment Agreement

In the next couple of questions, we will ask about your hiring needs as they relate to your growing business.

Keep in mind an Employee is an individual hired by a company to perform work for that company. While an Employee can be hired for a set term, Employees are typically hired on an ongoing basis. When hiring an Employee, we recommend drafting an Employee Agreement to govern the employment relationship.

**If you're unsure about your answers, don't worry!** Complete this questionnaire and we will contact you directly to discuss your circumstance before advising how to proceed.

For additional information look over relevant resources at our [Learn Centre](#).

**Please provide the full name of the person completing this form. \***

First Name      Last Name

**Please provide the phone number of the person completing this form. \***

Area Code      Phone Number

**Please provide the email address of the person completing this form. \***

example@example.com

**Who is our client? \***

Person Completing This Form

Employer

Third Party

I Don't Know

**Are you (or if applicable, the Employer) an existing Oziel Law client? \***

YES

NO

**What is the name of the client?**

Please identify the individual or corporate client.

**What is the name of the client? \***

Please identify the individual or corporate client.

**Are we allowed to take instructions from the person completing this form? \***

YES

NO

**If not, who is permitted to provide us with instructions?**

You can provide us with more than one permitted instructor. If you're unsure, just move on to the next question.

**Please enter the full corporate and/or business name of the Employer (e.g. 1234567 Ontario Inc. o/a Acme Industries).**

**Please enter the main office address of the Employer**

**Please enter the phone number of the main contact for the Employer.**

**Please enter the email address of the main contact of the Employer.**

**Please provide a short description of the type of business carried on by the Employer.**

**What duration of employment will be contemplated in the form of the Employment Agreement?**

Set Term

Indefinite

**Will the set term of the Employment Agreement be renewed once the set term ends?**

YES

NO

**Would you like this form of Employment Agreement to be used for executive Employees?**

YES

NO

**Will there be a probationary period?**

YES

NO

## Notice of Termination

Under applicable employment standards legislation in Ontario the Employee is entitled to receive (at a minimum):

- One week's notice before termination if the Employee's period of employment is less than 1 year.
- 2 weeks notice before termination if the Employee's period of employment is 1 year or more and fewer than 3 years.
- For each year of employment thereafter (i.e. 3 years or more of employment) the Employee shall be entitled to receive an additional week of notice before termination per year of employment up to a maximum of 8 weeks (i.e. at least 4 weeks notice for 4 years or more and fewer than 5 years of employment; at least 5 weeks notice for 5 years or more and fewer than 6 years of employment; etc).

For additional information look over relevant resources at our [Learn Centre](#).

**Will employees receive more than the minimum required Notice of Termination under the applicable employment standards legislation? \***

YES

NO

**What amount of notice should the Employee be entitled to receive above the minimum required Notice of Termination?**

**How will Employees typically be paid? Please select all that apply. \***

Hourly Wages

Annual Salary

Commission

Stock Options

Other

**Provide details about the Employee's compensation as indicated above. \***

**What will the typical payment schedule be? \***

Weekly

Bi-Weekly

Semi-Monthly

Monthly

**Will Employee's be responsible for tracking their time?**

YES

NO

**Will the Employer provide any benefits? \***

YES

NO

**Please provide us with details about your Employee Benefits Program.**

Have you implemented a Group Insurance Plan or are you providing the Employee with a Health Spending Plan? You may also advise us to include a general provision entitling the Employee to benefit plans made available in the sole discretion of the Employer.

**Will Employees vacation entitlement be longer than the minimum entitlement under the applicable employment standards legislation? \***

YES

NO

**What vacation entitlement do you wish to offer to Employees?**

Vacation entitlement must be greater than the minimum entitlement described in the previous question.

**Please provide any additional details you wish to include regarding vacation entitlement.**

For example, you may provide us with information on (a) whether and how vacation entitlement carries over from year to year, (b) how much notice the Employer requires for intended vacation dates, etc.

**If applicable, please provide a description of any specific confidential information or materials that will be made available to Employees.**

Broad phrasing is typically included, but you may wish to include specific information and/or materials. For example, a restaurant may want to list "recipes" as a specific type of confidential information that should be included in a confidentiality provision.

**Does the Employee have to obtain or maintain any training or certification during the term of employment?**

YES

NO

**Please provide details regarding the required training/certification (including who is responsible for payment).**

**Do you have company policies that you want the Employee to follow?**

(E.g. vacation policy, dress code policy, sales policy).

**Please indicate if you would like the following additional provisions included in the form of Employment Agreement.**

Ownership of Work Product (i.e. Employer to own all intellectual property and work product)

Non-Solicitation of Customers and Suppliers

Non-Solicitation of Employees and Contractors

**Comments**