**1. Employment Terms**

**1.1 Position & Duties**  
The Employee is hired as [Job Title]. The Employer reserves the right to modify job responsibilities at any time without the Employee’s prior consent.  
**Why this change?** Employers should not have unchecked control over job duties. This ensures that modifications require mutual agreement.  
**Updated Clause:** Any significant modification to job responsibilities must be discussed and agreed upon in writing between both parties.

**1.2 Probation Period**  
The Employee acknowledges a six (6) month **three (3) month** probation period, during which employment may be terminated without notice or severance pay **with at least two (2) weeks' notice or pay in lieu.**  
**Why this change?** A six-month probation period is excessive and leaves employees vulnerable. This ensures fair treatment if terminated early.

**1.3 Work Location**  
The Employee agrees to work at [Office Location] or remotely at the Employer’s discretion. The Employer may require relocation at any time at the Employee’s own expense.  
**Why this change?** Employees should not be forced to relocate at their own cost. This ensures that relocation expenses are fairly negotiated.  
**Updated Clause:** The Employer may request relocation, but relocation expenses shall be negotiated fairly.

**2. Compensation & Benefits**

**2.1 Salary**  
The Employee shall receive a salary of [$X] per year, payable biweekly. The Employer reserves the right to modify compensation with reasonable notice.  
**Why this change?** Employers should not be able to reduce salaries arbitrarily. This ensures financial stability.  
**Updated Clause:** Salary adjustments require at least sixty (60) days' written notice and a justification for the change.

**2.2 Bonuses**  
Bonuses are fully discretionary and not guaranteed, regardless of performance.  
**Why this change?** Employees should have transparency in bonus structures.  
**Updated Clause:** Bonuses will be based on objective performance criteria, and any modification to the bonus structure must be communicated in advance.

**2.3 Benefits**  
The Employer may modify or discontinue benefits with thirty (30) days' notice to the Employee.  
**Why this change?** Health benefits are critical. Employees need sufficient notice to plan accordingly.  
**Updated Clause:** The Employee shall receive full health and dental benefits, which may only be modified with a minimum of sixty (60) days' notice.

**2.4 Deductions**  
The Employer may deduct from the Employee’s wages for any damages or losses caused by the Employee, as permitted by Ontario law.  
**Why this change?** Employees should not be subjected to arbitrary deductions.  
**Updated Clause:** Deductions from wages will only be made as legally required or with prior written consent from the Employee.

**3. Hours & Overtime**

**3.1 Work Schedule**  
The Employee is required to work a minimum of forty (40) hours per week. The Employer reserves the right to adjust the Employee’s work schedule, including evenings and weekends, as necessary.  
**Why this change?** Employees need stability in work hours.  
**Updated Clause:** Any change in scheduling shall be mutually agreed upon.

**3.2 Overtime**  
The Employee acknowledges that overtime will be paid only for hours worked beyond forty-four (44) hours per week in accordance with the Ontario Employment Standards Act (ESA). The Employee agrees to an averaging agreement, which may result in unpaid overtime during certain periods.  
**Why this change?** Employers use averaging agreements to avoid paying overtime. This revision ensures fair compensation.  
**Updated Clause:** The Employee shall not be required to sign an averaging agreement that results in unpaid overtime.

**4. Termination & Resignation**

**4.1 Termination by Employer**  
The Employer may terminate the Employee’s employment at any time with only the minimum notice or pay in lieu required under the ESA. The Employee waives any claim to additional severance under common law.  
**Why this change?** The original clause waived an employee’s right to common law severance. This revision protects long-term employees.  
**Updated Clause:** If terminated without cause, the Employee shall receive severance as required by ESA and reasonable additional compensation based on length of service.

**4.2 Resignation**  
The Employee must provide sixty (60) days' **thirty (30) days'** written notice prior to resignation. If the Employee fails to provide the required notice, the Employer may deduct one month’s salary from the final pay.  
**Why this change?** A 60-day resignation period is excessive. Employees should not be financially penalized for resigning.  
**Updated Clause:** No financial penalty shall apply for early departure.

**5. Non-Competition & Non-Solicitation**

**5.1 Non-Competition**  
The Employee agrees not to work for any competitor within Ontario for a period of twelve (12) months following termination of employment.  
**Why this change?** Non-compete agreements are often unenforceable in Ontario and restrict career growth.  
**Updated Clause:** This clause is removed, as non-compete agreements are generally unenforceable in Ontario except in specific circumstances.

**5.2 Non-Solicitation**  
The Employee agrees not to solicit or recruit any current employees or clients of the Employer for a period of eighteen (18) months **six (6) months** following termination.  
**Why this change?** A non-solicitation clause can be reasonable, but 18 months is excessive. Reducing it to 6 months balances fairness.

**6. Confidentiality & Intellectual Property**

**6.1 Confidentiality**  
The Employee agrees not to disclose any confidential information during or after employment, except as required by law.

**6.2 Intellectual Property**  
Any work, invention, or development created during employment (including outside of working hours, if related to Employer’s business) belongs to the Employer.

**7. Dispute Resolution & Governing Law**

**7.1 Arbitration Clause**  
Any disputes shall be resolved through arbitration only, waiving the right to sue.  
**Why this change?** Employees should have the right to choose between arbitration and legal action.  
**Updated Clause:** Either arbitration or legal action, at the Employee’s discretion.

**7.2 Governing Law**  
This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada.

**8. Acknowledgment**

The Employee acknowledges that they have read and understood this Agreement and have had the opportunity to seek independent legal advice before signing.

Signed on this [Date]

**Employer:** [Company Name]  
By: [Employer Representative Name]  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Employee:** [Full Name]  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_