

*[On Employer Letterhead]*

[METHOD OF DELIVERY]

[JOB CANDIDATE NAME]

[ADDRESS]

[DATE]

Dear [JOB CANDIDATE NAME],

Further to our recent discussions, I am pleased to offer you employment with [EMPLOYER NAME] as [JOB TITLE]. If you accept employment with [EMPLOYER NAME] under the terms of this offer, your employment will begin [on [START DATE]/upon [EMPLOYER NAME] receiving satisfactory results from the background checks described in this letter].

Your duties will be determined by [EMPLOYER NAME] from time to time and will include [[LIST JOB DUTIES]/the duties set out in the attached job description].

[Your work location will be [WORK LOCATION] and your hours of work will be [HOURS OF WORK]. [EMPLOYER NAME] reserves the right to transfer you to a comparable position at another location, or to change your hours of work, in accordance with its business needs.]

Your wage will be \$[AMOUNT][, payable on a [weekly/bi-weekly/monthly] basis by [direct deposit/cheque/cash],] less applicable statutory deductions and withholdings.

[You will be eligible for participation in [EMPLOYER NAME]'s benefits plan after [BENEFITS QUALIFICATION PERIOD]. Details of the benefits plan are set out in the attached benefits booklet. [EMPLOYER NAME] reserves the right to amend or discontinue its benefits plan at any time.]

[Your accrual of vacation time and vacation pay, and the timing of your vacations, will be in accordance with [MINIMUM STANDARDS STATUTE].

**OR**

You will be entitled to vacation and vacation pay as set out in the Employer's vacation policy[, which may be amended at any time].

**OR**

You will be entitled to [NUMBER] weeks of paid vacation for each vacation year. Vacation pay and timing will be administered in accordance with [EMPLOYER NAME]'s vacation policy, which may be amended at any time.]

[The first [NUMBER] [days/weeks/months] of your employment will be a probation period during which [EMPLOYER NAME] will evaluate your suitability for your position. During the probation period your employment may be terminated at any time, without notice or pay in lieu of notice, if [EMPLOYER NAME] determines you are unsuitable for your position.]

[EMPLOYER NAME] may terminate your employment at any time for just cause, without prior written notice or compensation of any kind except accrued compensation [and any minimum payments or other entitlements required in the circumstances by [MINIMUM STANDARDS STATUTE]]. ["Just cause" includes anything that is considered just cause at common law, as well as [SPECIFIC JUST CAUSE GROUNDS].]

[EMPLOYER NAME] may terminate your employment at any time without just cause [IF **PROBATION CLAUSE USED:** , or during the probation period without a determination of unsuitability,] upon providing you with the greater of [NUMBER] [weeks'/months'] notice or pay in lieu, or the minimum notice or pay in lieu required by [MINIMUM STANDARDS STATUTE]. In either scenario, [EMPLOYER NAME] will also provide you with any other minimum payments or entitlements (beyond notice or pay in lieu) that may be required by [MINIMUM STANDARDS STATUTE] [IN ONTARIO AND FEDERAL JURISDICTION: , including severance pay (if applicable)] [IN ONTARIO: , and will continue to make benefit plan contributions to maintain your benefits for such time as required by the *Employment Standards Act, 2000*]. [The principles of mitigation of damages apply to any amounts paid in lieu of notice under this provision, except those minimum amounts required by [MINIMUM STANDARDS STATUTE].] [This provision shall survive any and all changes to your employment (including promotions) and shall apply notwithstanding your length of service.]

]You may resign from your employment by providing [EMPLOYER NAME] with [NUMBER] [weeks'/months'] prior written notice. You are required to continue to provide active service during your resignation notice period, unless [EMPLOYER NAME] waives the requirement for active employment, either in whole or in part. Upon the effective date of resignation, you will not be entitled to any compensation or damages except for unpaid earned compensation[, reasonable unpaid expenses] and unpaid accrued vacation pay.]

[[EMPLOYER NAME] reserves the right to place you on a temporary unpaid layoff in accordance with [MINIMUM STANDARDS STATUTE] where [OPTIONAL: INSERT REASON FOR LAYOFF, such as "there is a temporary lack of work, and"], at the time of layoff, [EMPLOYER NAME] expects to recall you to work.]

[This offer of employment is conditional upon [EMPLOYER NAME] conducting and receiving a satisfactory [BACKGROUND CHECK[S] TO BE CONDUCTED]. By returning a signed copy of this offer, you consent to [this/these] background check[s] being conducted, and to the collection, use and disclosure of your personal information as required for conducting [this/these] check[s].]

To confirm your acceptance of these terms of employment, sign a copy of this letter where indicated below and return the signed copy to me [by [EXPIRY DATE]. If a signed copy of this offer letter is not returned to me by [EXPIRY DATE], this offer will expire].

Yours truly,

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[NAME]

[POSITION IN COMPANY]

[Encl.: [POSITION NAME] Job Description [and/or] Benefits Booklet]

I have read and understood this offer of employment and I accept employment with [EMPLOYER NAME] on the terms of this offer. [I acknowledge that [EMPLOYER NAME] has provided me with a reasonable opportunity to obtain independent legal advice regarding this offer.]

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[JOB CANDIDATE NAME]