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Employment agreement for lawyer

Description: This is a precedent employment agreement for use when engaging a legal practitioner.

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Employment

AN AGREEMENT made on *[insert date]*.

BETWEEN: *[name of firm]* situated at *[address]*

AND: *[name of employee]* of *[address]* (E

1. Appointment

- (a) The Firm hereby agrees to employ the Employee in the position of *[insert position]* as an *[insert position]* (Employee, *Associate, Special Counsel*) under the terms of this agreement.
- (b) The Firm may direct the Employee to work at any place where the Firm's business or move does not cause undue hardship to the Employee.
- (c) The parties accept that the Firm may change the Employee's position, responsibility or duties at any time without responsibility. The terms and conditions of employment shall be as set out in this agreement and any other agreement in writing by the parties.

2. Probationary period and duration

- (a) The Employee's employment shall be for a probationary period of *[insert period]*. During the probationary period, either party providing to the other party written notice of termination, it may provide for the termination of the agreement.
- (b) Upon satisfactory completion of the probationary period, the Employee shall be employed indefinitely until terminated by either party in writing.

3. Hours of work

The Employee's normal hours of work shall be *[insert hours]* with such reasonable additional hours as may be required for business purposes, holidays, as are reasonably necessary for the Firm. The Employee will not be entitled to any overtime payment over and above the Employee's normal working hours.

4. Employee obligations

During the Employee's employment, the Employee shall:

- (a) act in the Firm's best interests;
- (b) not use the Employee's position for personal gain;
- (c) faithfully and diligently perform his/her duties;
- (d) comply with all reasonable directions of the Firm;
- (e) not, without the Firm's prior written consent, disclose to any person any confidential information of the Firm;
- (f) disclose to the Firm, at the time of termination and other matters likely to impact the Firm's business.

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