



MCCLAIN BROS.

PLUMBING & HEATING

Employment Contract

Employment Contract

This contract, dated on the ____ day of _____ in the year 20 ____, is made between [company name] and [employee name] of [city, state]. This document constitutes an employment agreement between these two parties and is governed by the laws of [state or district].

WHEREAS the Employer desires to retain the services of the Employee, and the Employee desires to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

1. Employment

The Employee agrees that he or she will faithfully and to the best of their ability carry out the duties and responsibilities communicated to them by the Employer. The Employee shall comply with all company policies, rules and procedures at all times.

2. Position

As a [job title], it is the duty of the Employee to perform all essential job functions and duties. From time to time, the Employer may also add other duties within the reasonable scope of the Employee's work.

3. Compensation

As compensation for the services provided, the Employee shall be paid a wage of \$ _____ [per hour/per annum/per salary/ per daily rate] and will be subject to a(n) [quarterly/annual] performance review. All payments shall be subject to mandatory employment deductions (State & Federal Taxes, Social Security, Medicare).

4. Benefits

The Employee has the right to participate in any benefits plans offered by the Employer. The employer currently offers [list benefits, if any]. Access to these benefits will only be possible after the probationary period has passed. **(See employee handbook)**

5. Probationary Period

It is understood that the first [time frame] of employment constitutes a probationary period. During this time, the Employee is not eligible for paid time off or other benefits. During this time, the Employer also exercises the right to terminate employment at any time without advance notice. **(See employee handbook)**

6. Paid Time Off

Following the probationary period, the Employee shall be eligible for the following paid time off **(See employee handbook)**

The employer reserves the right to modify any paid time off policies.

7. Termination

It is the intention of both parties to form a long and mutually profitable relationship. However, this relationship may be terminated by either party at any time provided [length of time] written notice is delivered to the other party.

The Employee agrees to return any Employer property upon termination.

8. Non-Competition and Confidentiality

As an Employee, you will have access to confidential information that is the property of the Employer. You are not permitted to disclose this information outside of the Company.

During your time of Employment with the Employer, you may not engage in any work for another Employer that is related to or in competition with the Company. You will fully disclose to your Employer any other Employment relationships that you have and you will be permitted to seek other employment provided that (a.) it does not detract from your ability to fulfill your duties, and (b.) you are not assisting another organization in competing with the employer.

It is further acknowledged that upon termination of your employment, you will not solicit business from any of the Employer's clients for a period of at least 24 months.

9. Entirety

This contract represents the entire agreement between the two parties and supersedes any previous written or oral agreement. This agreement may be modified at any time, provided the written consent of both the Employer and the Employee.

10. Legal Authorization

The Employee agrees that he or she is fully authorized to work in the United States and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.

11. Severability

The parties agree that if any portion of this contract is found to be void or unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.

12. Apprenticeship Program

The Employee agrees that the following rules:

1-The Apprenticeship Program is a four (4) year commitment and should not be entered into unless you are 100% committed to the program and a three (3) year employment with McClain Bros after the apprenticeship program. **Initials** _____

2-Employee will have \$50.00 a week deducted from his paycheck each week until \$1,000.00 is collected each year by McClain Bros. This money will be returned to the employee after the employee completes the four (4) year apprenticeship program and the three (3) year employment commitment that follows after the completion of the Apprenticeship Program. **Initials** _____

3-parties agree that if any portion of this contract is found to be void or unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.

13. Jurisdiction

This contract shall be governed, interpreted, and construed in accordance with the laws of Pennsylvania, Bucks County.

In witness and agreement whereof, the Employer has executed this contract with due process through the authorization of official company agents and with the consent of the Employee, given here in writing.

Employee Signature

Date

McClain Bros Signature

Date