

Checklist of Items to Consider in an Employment Contract

Although many employment contracts are oral, it is always a good idea to have some written employment agreement in place. A written employment contract can be as simple or as detailed as you think necessary.

The format of the employment contract can be casual (such as a letter of offer from the club to the employee), or formal (a written contract, signed by both sides). What matters most is that it is clearly written, easy to understand, and accurate.

This checklist is provided to point out some of the features you may wish to consider including in an employment contract. Remember there are employment standards legislation in your province or territory that imposes certain vacation, holiday, minimum wage and other entitlements for most employees that you must abide by, whether or not you specifically mention these in an employment contract.

While we have provided you with some sample clauses; please note that these are for illustration only. The language used in these clauses may or may not be suitable to your particular needs. It is important that you carefully consider the particular features and needs of each employment situation, and that you select the clauses and the language that specifically suit those needs.

As with any contract, if you have questions or concerns about how it should be written, and what effect it will have, you should obtain the advice of duly qualified experts, before you sign on the dotted line.

Basic features to consider:

At the very least, every written employment contract should set out the following details:

1. Term - How long is the contract for - is there a fixed end date, or is it indefinite and open-ended?
2. Status - Is it full-time, part-time or casual (occasional) work?
3. Wages - What is the wage; it is calculated hourly, weekly, annually; when is it paid?
4. Probation - If it is a new employee, is there an initial probationary term? (It is usually a good idea to have a probationary term, to give the club a chance to evaluate whether the new employee is a good fit and suitable for the job).
5. Early Termination - If the contract has a fixed end date, what happens if the employer wants to end the contract early? (Remember, employment standards legislation may impose relevant entitlements which you must abide by).

Sample clauses for part-time contract with fixed end date:

(Term/Status) The ABC Figures Skating Club ("the club") is pleased to offer you part-time employment as a coach, for the 1998-1999 skating season, starting October 1, 1998, and ending March 31, 1999 ("the term").

(Wages) During the term, your hourly wage will be \$8.00 (gross). Wages will be paid on the 15th and 30th of each month during the term.

(Probation) During the first three months of the term, your employment will be probationary. The club reserves the right to terminate your employment at any time with or without notice, and without cause, during or at the end of the probationary period. If that happens, you will not be entitled to pay in lieu of notice or compensation of any kind.

(Early Termination) After you successfully complete the probationary period, the club reserves the right to terminate your employment early, at any time before March 31, 1998, without cause. If that happens, the club will provide you with either two weeks advance notice in writing, or two weeks pay in lieu of notice (calculated based on your average weekly earnings in the 13 week period prior to the effective date of termination).

Sample clauses for full-time contract with fixed end date:

(Term/Status) The ABC Figure Skating Club ("the club") is pleased to offer you full-time employment as a head coach, for the 1998-1999 skating season, starting October 1, 1998, and ending March 31, 1999 ("the term").

(Wages) During the term, your weekly wage will be \$475 (gross). Wages will be paid on the 15th and 30th of each month during the term.

(Probation) During the first three months of the term, your employment will be probationary. The club reserves the right to terminate your employment at any time with or without notice, and without cause, during or at the end of the probationary period. If that happens, you will not be entitled to pay in lieu of notice or compensation of any kind.

(Early Termination) After you successfully complete the probationary period, the club reserves the right to terminate your employment early, at any time before March 31, 1998, without cause. If that happens, the club will provide you with either three weeks advance notice in writing, or three weeks' pay in lieu of notice.

Sample clauses for casual contract (open-ended):

(Term/Status) The ABC Figures Skating Club ("the club") is pleased to offer you casual employment as a coach.

(Wages) You will be paid at the rate of \$8.00 (gross) hourly. Wages will be paid on the 15th and 30th of each month.

(Termination) The club reserves the right to terminate the employment of casual employees at any time without cause, and without notice.

Other features to consider:

In addition to the basic features listed above, some employment contracts contain some or all of the following details:

1. Vacation - What vacation pay and vacation time will be granted to the employee? Is it the same as, or more favourable than, any entitlement the employee will have under employment standards legislation?

Sample: You will be provided with vacation leave and/or vacation pay, and statutory holidays, in accordance with employment standards legislation.

2. Benefits - What are the benefits, if any? (Most employment standards legislation does not require an employer to offer paid sick leave, dental or medical benefits, disability or life insurance, and so forth. However, most employment standards legislation does impose certain pregnancy, maternity and parental leave benefits and rights for certain employees).

Sample (full-time): As a full-time employee, you will be eligible to participate in our standard employee benefit package, as described in the enclosed brochure from Great West Life.

Sample (casual): As a casual employee, you are not eligible to participate in our employee benefits package.

3. Work Schedule - Will it be fixed, variable, or on an "as called" basis? Will there be a minimum or number of maximum days or hours? Is it pre-set, or to be established between the club and the employee from time to time?
4. Rules and Policies - Are there certain club or Skate Canada rules and policies that the employee must follow? (If these are written, you may wish to at least mention them. If they are unwritten, you should consider including a basic outline of the rule or policy, to ensure the employee is aware of it).

Sample: You are required to abide by the club rules, which are attached. You are also required to abide by the Skate Canada Membership Harassment Policy, a copy of which you have already received. If you breach these rules and policies, you will be subject to discipline which may include, in appropriate circumstances, immediate dismissal for cause.

5. Job Description/Job Requirements - Are the requirements of the job quite specific and detailed, or are they more general?
6. Contact Person - You may wish to direct the employee to address questions or concerns about the employment contract, which arise before or after signing, to a specific contact person at the Club. (Remember, to be properly enforceable, the employment contract should be finalized and signed before the employee starts work).

Sample: If you have any questions or concerns about this offer of employment, please contact Mickey Mouse at 800.123.4567, so that we can resolve any concerns before you accept this offer.

7. Acceptance and Acknowledgement - It is a good idea to have the employee "sign-off", so that you each have a fully signed copy in case a question or problem arises in the future.

Sample: To indicate your acceptance of this offer, please sign the acknowledgement and acceptance below and return a signed copy to Mickey Mouse. Keep the enclosed duplicate of this letter, for your own records.

Yours truly,

Walt Disney,
President
ABC Figure
Skating Club

Acknowledgement and acceptance

I, _____ acknowledge that I have read and understand the terms and conditions set out in this offer of employment, and I accept this offer.

Date:

Signature: