



Employment Contracts

Urban Municipal Administrators' Association of Saskatchewan

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Employment Contracts

- Does an Employment Contract *need* to be in writing?

Employment Contracts

- Does an Employment Contract *need* to be in writing?
- *Should* it be writing?

Employment Contracts

- Does an Employment Contract *need* to be in writing?
- *Should* it be writing?
- Benefits of Written Agreement:
 - Modify terms implied by law
 - Create contractual terms not implied by law
 - Provide certainty to the parties



*Employment Contracts
Standard Terms*

Title/Position



Employment Contracts Standard Terms

Title/Position

“The Municipal Council hereby agrees to employ John Doe as
Town Administrator.”

Employment Contracts

Standard Terms

Title/Position

“The Municipal Council hereby agrees to employ John Doe as *Town Administrator*. The Town Administrator position is an *out-of-scope employee* position.”



Employment Contracts Standard Terms

Start Date/End Date



Employment Contracts

Standard Terms

Start Date/End Date

“This Contract shall continue from the date that John Doe assumes his duties until such time a new contract is signed. This Agreement comes into effect as of January 1, 2014.”

Employment Contracts

Standard Terms

Start Date/End Date

“The term of employment shall *commence* on June 1, 2015 and shall *terminate* on May 31, 2018, unless extended or terminated in accordance with the provisions of this Agreement.”



Employment Contracts

Standard Terms

Start Date/End Date

“The term of employment shall *commence* on June 1, 2015 and shall continue until such employment is terminated in accordance with the provisions of this Agreement.”



Employment Contracts
Standard Terms

Hours of Work

Employment Contracts

Standard Terms

Hours of Work

“The Employee agrees to *commit and devote the time and hours necessary* to perform the duties outlined in this contract.”



Employment Contracts

Standard Terms

Hours of Work

“The Employee agrees to work **40 hours** per week. The work schedule shall be Monday – Friday, 9:00a.m. to 5:00p.m.”



Employment Contracts

Standard Terms

Duties



Employment Contracts

Standard Terms

Duties

“The Employee agrees to perform his duties in accordance with the rules and policies established by Council.”

Employment Contracts

Standard Terms

Duties

“The Employee agrees to perform his duties in accordance with the rules and policies set forth in Bylaw No. 2 – 2010 and Bylaw No. 5 – 2014, and in accordance with the Town Administrator job description set forth in Bylaw No. 6 – 2013.”

Always obtain copies of these documents

Employment Contracts

Standard Terms

Duties

“The Employees shall take on the following responsibilities:

- (a) ...
- (b) ...
- (c) ...”



Employment Contracts Compensation/Benefits

Salary

Employment Contracts Compensation/Benefits

Salary

“The Municipality agrees to pay the Employee an annual salary of \$_____ *effective* January 1, 2015.”

Employment Contracts Compensation/Benefits

Salary

“The Municipality agrees to pay the Employee an annual salary of \$_____ *effective* January 1, 2015, payable in accordance with the customary payroll practices of the Municipality, but in no event less frequently than *monthly*.”

Employment Contracts Compensation/Benefits

Salary

“The Municipality agrees to pay the Employee an annual salary of \$_____ *effective* January 1, 2015, payable in accordance with the customary payroll practices of the Municipality, but in no event less frequently than *monthly*. This salary shall be *increased on January 1st* of each year in accordance with the annual increase in the cost of living in Saskatchewan *as calculated by Statistics Canada.*”



Employment Contracts *Compensation/Benefits*

Expenses

Employment Contracts

Compensation/Benefits

Expenses

“The Council agrees to pay for the following expenses incurred by the Employee:

- (a) Cell phone bills;
- (b) Memberships in professional organizations;
- (c) Fees, food, lodging, tuition, and transportation while attending conferences, seminars, workshops and other work related travel;
- (d) ...”



Employment Contracts Compensation/Benefits

Vacation



Employment Contracts *Compensation/Benefits*

Vacation

“The Town Administrator shall be entitled to paid vacation of 20 working days per annum to be taken at times approved by Council.”

Employment Contracts

Compensation/Benefits

Vacation

“The Employee shall be entitled to following annual paid vacation:

- *15 annual vacation days* after the completion of each of the first three years of employment;
- *20 annual vacation days* after the completion of four years of employment and after the completion of each subsequent year.

The Employee shall be entitled to *carryover a maximum of 15 vacation days* per year, unless otherwise approved by Council.”



Employment Contracts Compensation/Benefits

Benefits

Employment Contracts Compensation/Benefits

Benefits

“Reserve the employer’s right to modify, suspend, or discontinue any or all such benefit plans without obligation to replace them with any other benefit or to otherwise compensate affected employees”

Employment Contracts

Compensation/Benefits

Benefits

“The Council agrees to make available to the Employee and pay the premiums for the *following benefit plans*, and any *further benefit plans* that may be made available to Municipal employees in the future:

1. Dental Insurance Coverage;
2. Extended Health Coverage;
3. ...”



Employment Contracts Termination

With Just Cause

Employment Contracts Termination

With Just Cause

“The Employee shall at no time conduct himself, either professionally or personally, in such a manner that brings the Municipality into disrepute or ridicule, and the parties agree that breach of this section constitutes just cause for immediate termination.”

Employment Contracts Termination

With Just Cause

“The Council may terminate the Employee’s employment for *just cause*, without prior notice.”



Employment Contracts Termination

Without Just Cause

Employment Contracts Termination

Without Just Cause

“The Council may terminate this Agreement at any time for any reason by providing statutory notice in accordance with the provisions of *The Saskatchewan Employment Act*. The parties agree that such statutory notice shall constitute the Employee’s full termination entitlements.”

Employment Contracts Termination

Without Just Cause

“The Council may terminate this Agreement at any time for any reason by providing 90 days advance written notice to the Employee. The parties agree that the 90 days advance notice is to be waived with a payment in lieu of notice, equal to three months’ salary and benefits payable to the other party.”



Employment Contracts Termination

Without Just Cause

“The Council may terminate this Agreement at any time without cause, subject to the payment of pay in lieu of notice and any other statutory amounts due to the Employee.”



Employment Contracts

Termination

Resignation

Employment Contracts Termination

Resignation

Section 2-63(1) of *The Saskatchewan Employment Act*:

“...an employee... ...must give the employer written notice of at least two weeks stating the day on which the employee is ending his or her employment.”

Employment Contracts Termination

Resignation

“Either party may terminate this Agreement at any time for any reason by providing 90 days advance written notice to the other party.”

Employment Contracts Termination

Resignation

“The Employee may terminate this agreement by giving the maximum notice available according to the circumstances, but at a minimum, notice in accordance with section 2-63 of *The Saskatchewan Employment Act*.”



Employment Contracts Other Terms

Probationary Period

Employment Contracts

Other Terms

Probationary Period

There is an onus on the employer to show that it acted fairly and with reasonable diligence in determining whether or not a probationary employee was “suitable” for the job. If the employer determines that the probationary employee is not “suitable” for the job, the employer may terminate the probationary employee without notice.



Employment Contracts Other Terms

Probationary Period

“New employees will be employed on a probation period for three (3) months. In the event that the employer is dissatisfied with the employee, the employer may terminate employment.”

Employment Contracts

Other Terms

Probationary Period

“New employees will be employed on a probation period for three (3) months. In the event that the employer *determines that the employee is not suitable for the position*, the employer may terminate employment.”

Employment Contracts Other Suggestions

- Negotiate terms before you start working
- Only fight the battles that matter
- Don't ask and you shall not receive

Employment Contracts

QUESTIONS?