## Template – Employment Agreement

**“Organization” refers to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMPLOYMENT AGREEMENT (NON-MANAGEMENT)**

 BETWEEN:

**Organization**
[Insert Address]

- And -

[Name of Employee] (Hereinafter “Employee”)

[Insert Address]

**WHEREAS** The Organization is a non-profit organization managing the sport of \_\_\_\_\_\_\_\_\_\_ in the Province of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

**AND WHEREAS** the Employee is skilled in (Employee’s tasks);

**AND WHEREAS** the Parties have agreed to enter into an employment relationship wish to reflect the terms of their agreement in writing;

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

**Conditions Precedent**

1. This Agreement is conditional upon the Employee obtaining a criminal record check, per the Organization’s *Screening Policy*. The Organization, in its sole discretion, will determine whether the results of such check pose an unacceptable risk to the safety and security of the Organization and its participants and may rescind this employment offer immediately. The Employee will renew such documents upon the request of the Organization.

**Responsibilities of the Employee**

1. The Employee will:
	1. Assume the position of INSERT POSITION
	2. Complete all duties as described in Appendix A and perform such duties as the Organization will reasonably direct, from time to time
	3. Report to directly to the Organization’s President
	4. Adhere to the Organization’s *Human Resources Policy* and all other policies and procedures of the Organization, as amended
	5. Devote his or her full time and attention during working hours to the business and interests of the Organization
	6. Act in a manner that promotes a positive and professional public image
	7. Work all hours as described in Appendix A. Work hours may be varied by the President to meet the varying conditions of the Organization
	8. Schedule work hours in order to accommodate the changing needs of the Organization which may require evening and weekend work. The Employee acknowledges that this clause constitutes agreement to work such hours
	9. Record his or her hours worked and submit a time sheet to the President every two weeks

**Consideration**

1. The Organization will pay or provide the Employee consideration as described in **Appendix A**.
2. Consideration payable to the Employee will be of a confidential nature and will not be discussed with other employees or Directors, apart from the President.

**Performance Review**

1. The Organization will conduct a regular performance evaluation to evaluate the performance of the Employee and to establish any applicable further objectives, if any, for the Employee. Any revision of the Employee’s job description is at the sole discretion of the President, acting reasonably.

**Overtime**

1. Hours worked by the Employee in excess of eight (8) hours in a work or forty-four (44) hours in a single week will constitute overtime work. The Employee will seek prior approval from the President prior to working overtime by completing the form attached as **Appendix B**.

**Holidays and Vacations**

1. The Employee is entitled to pay during all statutory holidays as described in the Provincial *Employment Standards Code.* When a statutory holiday falls during the course of the Employee’s vacation, an additional vacation day is granted.
2. The Employee will accrue vacation and sick days as described in **Appendix A**.

**Confidentiality**

*Non-Disclosure*

1. The Employee acknowledges that he or she has been in, and will be entrusted with, possession of Confidential Information, the disclosure of any of which to competitors of the Organization or to the general public would be highly detrimental to the best interests of the Organization. The Employee covenants and agrees with the Organization that he or she will not at any time, directly or indirectly, in any manner or for any reason whatsoever, disclose any Confidential Information to any person, firm, association, syndicate, joint venture, partnership, society, or corporation, and will make no use whatsoever of any Confidential Information (other than in the ordinary and usual course of the business of the Organization) without the prior written consent of the Organization.

*Return of Information*

1. The Employee covenants and agrees with the Organization that upon the Employee ceasing to be employed by the Organization, for whatever reason, or at any other time upon the request of the Organization, the Employee will immediately return any Confidential Information in his or her possession, including without limitation, hard and electronic copies and notes based thereon whether prepared by the Employee or the Organization, to the Organization and will not retain any copies or other reproductions or extracts thereof.
2. “**Confidential Information**” means any technical, corporate, economic, marketing or other information, trade secrets, and know-how concerning past and present contemplated services, products, processes, procedures, and modes for (and of) providing, marketing, distributing, and selling goods or services related to Organization business, including, without limitation, information, knowledge or data relating to training programs, service manuals, formulas, designs, prototypes, compilation of information, data, databases, programs, codes, source codes, routines, algorithms, architectures, methods, techniques, processes, products, devices, equipment or machines, inventories, manufacturing, purchasing, engineering, intellectual property, customer and supplier information, financial information, marketing information, research and development, drawings and technical advice, or concerning the suppliers and customers of the Organization, their names, addresses, preferences, and business requirements

**Non-Solicitation**

1. The Employee covenants and agrees with the Organization that:
2. Subject as herein provided, the Employee will not (without the prior written consent of the Organization) at any time, during the term of his or her employment with the Organization and for twelve (12) months after his or her employment with the Organization ceases, for whatever reason, either individually or in partnership or jointly or in conjunction with any person or persons, firm, association, syndicate, joint venture, society or corporation as principal, agent, shareholder, employee or in any other manner whatsoever:
3. Engage in soliciting any member, customer, participant, client, supplier, or strategic partner of the Organization in order to direct or attempt to direct such members, customers, participants, clients, suppliers, or strategic partners away from the Organization, and/or
4. Engage in obtaining or attempting to obtain the withdrawal from the Organization of any employees of the Organization
5. The restrictions contained in Section 12(a) are reasonable and valid and all defences to the strict enforcement thereof by the Organization are hereby waived by the Employee

**Non-Competition**

1. The Employee covenants and agrees with the Organization that:
2. Subject as herein provided, the Employee will not (without the prior written consent of the Organization) at any time, during the term of his or her employment with the Organization and for twelve (12) months after his or her employment ceases, for whatever reason, either individually or in partnership or jointly or in conjunction with any person or persons, firm, association, syndicate, joint venture, society or corporation as principal, agent, shareholder, employee or in any other manner whatsoever carry on or be engaged in, be concerned with, or be interested in a Competitive Business, or advise, lend money to, guarantee the debts or obligations of, or permit his or her name to be used or employed by any person or persons, firm, association, syndicate, society, or corporation engaged in, or concerned with, or interested in a Competitive Business
3. The restriction contained in Section 13(a) is reasonable and valid and all defences to the strict enforcement thereof by the Organization are hereby waived by the Employee

**Proprietary Rights and Intellectual Property**

*Ownership*

1. The Employee hereby acknowledges and agrees that:
	* 1. All Intellectual Property which the Employee, from time to time, conceives, discovers, creates or makes, solely or jointly with others, whether or not during the hours of his or her employment, and whether or not with the use of the Organization’s facilities, materials or personnel, during his or her employment by the Organization is the sole property of the Organization and the Employee will, at the Organization’s request and expense, take all such steps requested by the Organization to protect the property rights in such Intellectual Property
		2. All Intellectual Property which the Employee makes, discovers, creates or conceives from time to time after termination of such employment which is based on Confidential Information or is suggested by any work which the Employee does or did for or on behalf of the Organization is the sole property of the Organization and the Employee shall, at the Organization’s request and expense, take all such steps requested by the Organization to protect the property rights in such Intellectual Property
2. “**Intellectual Property**” means ideas, concepts, works, discoveries, data, and information, whether patentable or not and whether subject to copyright or not, including, but not limited to, anything that constitutes Confidential Information, all products, devices, processes, methods, software, algorithms, formulas, and techniques as well as improvements thereof or “know how” related thereto and suggestions of improvements to existing practices, products or designs or “know how” related thereto and also all intellectual property rights therein including, without limitation, patent, copyright, industrial design or any other proprietary rights which relate in any manner to any aspect of any activities or prospective activities of the Organization

**Conflict of Interest**

1. The Employee agrees not to be engaged in any other employment in any other capacity of any other activity that interferes with the provisions of the services contemplated herein, or that is for the benefit of any person, corporation, society, or third party whose business interests are either competitive or in conflict with the business interests of the Organization.
2. The Employee agrees not to undertake, involve, or associate with any activity or third party that would be considered by the Organization, in its sole discretion, as representing a conflict of interest.
3. This Agreement is conditional upon the Employee disclosing, prior to executing this Agreement, any potential conflict of interest, whether directly or indirectly, in which the Employee is involved.

**Assignment**

1. The Employee will not assign, either directly or indirectly, any obligation or entitlement that he or she has under this Agreement without express written consent of the Organization

**Term**

1. This Agreement will start on the \_\_ day of \_\_\_\_\_\_\_\_, 20\_\_ and will terminate in accordance with this Agreement.

**Termination**

1. The Employee will give written notice of his or her intention to terminate this Agreement, which will terminate accordingly, in accordance with the *BC Employment Standards Act.*
2. The Organization will give written notice or pay in lieu of notice, in accordance with the *BC Employment Standards Act*, of its intention to terminate this Agreement without cause which will terminate accordingly. The Employer will also provide any other minimum rights, benefits and entitlements that the Employee then has under the *BC Employment Standards Act.* Without restriction, and for purposes of clarity, the Employee’s benefits will be continued for the minimum period and to the minimum extent required by the *BC* *Employment Standards Act.* The Employee acknowledges that the foregoing provisions are in satisfaction of and substitution for any and all statutory and common law rights, including without limitation, any right to reasonable notice of termination.
3. The Organization may terminate this Agreement without notice, or pay in lieu of notice, in any of the following circumstances:
4. With Cause
5. During the Employee’s first three (3) months of employment (the Probationary Period)
6. Upon the Employee’s death
7. “**Cause**” – Includes, but is not limited to, the Employee neglecting his or her common law obligation to the Organization or duties described herein, is convicted of any material crime or offense, fails or refuses to comply with the Organization’s oral or written policies or Directors, is guilty of misconduct in connection with the performance of his or her duties hereunder, materially breach affirmative or negative covenants or undertakings hereunder or is guilty of any other conduct which would make continued employment by the Organization prejudicial to the best interests of the Organization.
8. Upon termination of this Agreement, the Employee will immediately return all of the Organization’s property and proprietary interests
9. None of the provisions of this Agreement will relieve the Employee from the Employee’s duty to mitigate any and all damages from the termination of this Agreement or the employment of the Employee
10. The Parties confirm that the notice or pay in lieu of notice provisions contained in this Agreement are fair and reasonable and upon any termination of this Agreement by the Organization, or upon any termination of this Agreement by the Employee, the Employee will have no action, cause of action, claim, or demand against the Organization or any other person or corporation as a consequence of such termination.

**Governing Law**

1. This Agreement will be governed by and construed in accordance with the laws of the Province of\_\_\_\_\_\_\_\_\_\_.

**Notices**

1. Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other Party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile.

**General**

1. No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
2. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily*.*
3. This Agreement constitutes the sole and entire agreement between the Parties, and supersedes any previous agreements, understandings and arrangements between the Parties. Any amendments hereto are enforceable only if in writing and signed by each of the Parties.
4. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
5. This Agreement has been executed by an authorized signatory of each Party who is duly entitled to represent and bind the Party.
6. The Employee and the Organization herby agree to abide by the terms and conditions outlined in this Agreement. To evidence their agreement, the Parties have signed this Agreement.

**THE PARTIES HEREBY AGREE** to abide by the terms and conditions outlined in this Agreement.

The parties have signed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

**Organization Employee**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Per: Per:

**APPENDIX A - Job Description**

Scope of Services

1. The Employee will:

*INSERT JOB DESCRIPTION*

Hours of Work

1. The Employee will work a minimum *forty (40) hour work week* subject to holidays, vacation, sick leave and building closures as follows:
2. *List WORKING SCHEDULE*

Consideration

1. The Organization will pay or provide the Employee consideration as follows:
	1. Salary in the form of the following:
2. *An annual gross base salary of \_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($x,xxx.xx) less statutory deductions, which will be payable twice monthly (15th and 30th of each month)* ***OR***
3. *An hourly rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_dollars ($x.xx) less statutory deductions, which will be payable twice monthly (15th and 30th of each month) upon the submission of a time sheet*
	1. Reasonable out-of-pocket expenses properly incurred in the course of employment, subject to the delivery of appropriate statements and receipts. Any personal expense item over one hundred dollars ($100.00) must be pre-approved for reimbursement
	2. Any parking payment required at the offices of the Organization
	3. One hundred percent (100%) of benefits in accordance with the Organization’s Insurance Benefits Plan. (Long Term Disability Coverage is to be paid one hundred percent (100%) by the Employee).

**Vacation and Sick Leave**

1. The Employee will accrue \_\_\_\_\_ weeks (\_\_\_\_ working days) vacation during each year of employment. Vacation days are to be pre-approved by the President (or designate) and the President (or designate) may impose a specific vacation schedule. A maximum of five (5) days of vacation may be carried over from one fiscal year to the next.
2. The Employee is entitled to five (5) paid days of sick leave per fiscal year. Sick leave is to be used only if the Employee cannot attend work because of personal illness or injury. The Organization reserves the right to require a detailed doctor’s certificate as a prerequisite for the approval of paid sick leave. Any unused sick leave will expire each calendar year and will not be carried forward.

***OR***

1. *The Employee will accrue four (4%) percent vacation pay per hour worked for the Organization.*