**Employment Agreement**

Date

**Name:**

Address:

Dear Name:

**Re: Employment with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Library**

We wish to make the following offer of employment to you:

**Contract Position**

You will be employed as a **­­­­­­­­­­­­­­­­­­­­­­­­­­­­­Position Title here** with Parkland Regional Library working hours of (\_\_\_\_35\_\_\_\_per week).

**Duties**

You agree to diligently, efficiently and faithfully perform all duties which may be prescribed from time to time by \_\_\_\_\_\_\_ Library including, but not limited to, those set out in the position description.

**Remuneration**

Your wage for this position will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, less all required or permitted deductions and withholdings. Applicable benefits will include\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Sick time is accumulated at a rate of\_\_\_\_\_\_\_\_\_. Employees working less than full-time will have their sick time prorated. Sick time hours will not be accessible until 90 days after a contractual employee’s initial start date of work. After 90 days of employment have been completed, you will be awarded retroactively any sick hours you have accumulated. Contract employees will be paid for the nine recognized general holidays as defined in the Alberta Employment Standards Code.

**Probation**

Notwithstanding anything to the contrary contained herein, the period of \_\_\_\_\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_\_, shall be deemed to be a period of probation (the "Probationary Period").

**Termination by Employer**

The Employer may terminate the employment relationship with the Employee at any time and without notice if the Employer has just cause to do so.

Where the Employer does not have just cause for termination, the Employer may terminate the employment relationship by providing the Employee with reasonable notice of the termination or by providing pay in lieu of reasonable notice.

In the event that the employment relationship is terminated without cause, the applicable reasonable notice period or pay in lieu of notice described in the preceding paragraph will be limited to the minimum notice provisions under the *Employment Standards Code*, and no more.

The Employer is not liable for any remedies, including civil remedies, that the Employee may be entitled to but for this Agreement, other than the limited minimum remedies provided for in the *Employment Standards Code*.

Additionally, the Employer is not responsible for any expenses experienced by the Employee that result from the termination of the employment relationship including but not limited to, moving expenses and expenses incurred to find alternate employment.

**Termination by Employee**

You may terminate your employment at any time by providing to Parkland Regional Library in writing a 1 weeks’ notice for more than 3 months but less than 2 years of service and 2 weeks’ notice if more than 2 years’ service. The library may decide, in its sole discretion, to waive your notice period as defined by Alberta’s *Employment Standards Code*.

In the event that the Employee terminates the Employment relationship by providing reasonable notice, the Employer may expedite the termination by providing the Employee with pay in lieu of notice. In these situations, the notice period will be limited to the shorter period between the notice provided by the Employee and the minimum notice provisions under the *Employment Standards Code*, and no more.

The employment relationship shall be considered to have been terminated by the Employee even where the Employer has chosen to expedite the termination as described in the preceding paragraph.

**Right of Set Off**

In the event that your employment is terminated either by you or the Library, you agree that the Library has the right to set off against or deduct from your salary or other entitlements (including, but not limited to, any vacation pay or general holiday pay you are entitled to at law, or salary in lieu of notice payable in accordance with this offer letter) any sum of money that is owing to Parkland Regional Library at the time of termination.

**Overtime**

You agree that, instead of overtime pay, the Library will provide, and you will take, time off with pay instead of overtime payment. This time off with pay will be accrued and taken in accordance with Section 23 of the Employment Standards Code.

**Other Terms and Conditions**

You agree that the library has the right to enact or invoke policies and procedures governing its employees, and you agree to be bound by all such policies and procedures, except where they specifically contradict the terms of this offer letter.

**Invalid or Unenforceable Terms**

If any term or condition is determined to be invalid or unenforceable to any extent, the remaining terms and conditions shall not be affected thereby, and each of the remaining terms and conditions shall be valid and enforceable to the fullest extent permitted by law.

**Entire Agreement**

This letter, and all other documents referred to or incorporated herein, constitute the entire agreement between the parties, and replaces and supersedes all previous communications, representations, understanding and agreements whether written or verbal between the parties.

**Independent Legal or Other Professional Advice**

You acknowledge that prior to executing this offer letter you have been advised by the Library to obtain independent legal or other professional advice. By signing this offer letter, you confirm that you have had the opportunity to seek independent legal or other professional advice prior to executing this offer letter and have either:

a) obtained such independent legal or other professional advice; or

b) waived the right to obtain such independent legal or other professional advice.

Please review and consider the above provisions carefully. If you would like to accept this position on the above terms and conditions, please sign this letter in the location indicated below and return it to me. We look forward to working with you.

Thank you.

Yours truly,

\_\_\_\_\_\_\_\_\_\_\_, Board Chair

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIBRARY**

**PER:**

Enclosures - copy of Human Resource Manual

- copy of overtime agreement

I have read and considered the above provisions, and accept these provisions as the terms and conditions of my employment with Parkland Regional Library.

Agreed to and accepted this \_\_­­\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016.

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

 Name