



## Template: Employment Contract - Executive Director/Chief Executive Officer and other staff

Note: This document is provided for information purposes only. Health professional associations making use of this resource should revise and modify it for use in their specific circumstances.

**THIS AGREEMENT** is made as of the [DAY MONTH YEAR].

BETWEEN

**[NAME]**

("Employee")

- and -

**[The Association of Ob/Gyn of XXX]**

("AOGXXX")

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### EMPLOYMENT AGREEMENT

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**WHEREAS** the Employee has applied to the [AOGXXX] for the position of [NAME OF THE POSITION];

**AND WHEREAS** the [AOGXXX] desires to hire the Employee for the position of [NAME OF THE POSITION] on the terms set out below;

**AND WHEREAS** the Employee desires to accept the offer of employment with the [AOGXXX];

**NOW THEREFORE** this Agreement witnesses that in consideration of the promises, covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

#### 1. Term

The duration of the Employee's employment will be indeterminate. The Employee's start date will be [DAY MONTH YEAR].

## **2. Position**

The [AOGXXX] will hire the Employee for the position of [NAME OF THE POSITION]. The Employee agrees to fulfill the duties set out in the attached job description. The Employee further agrees to carry out all other duties as may be assigned from time to time by the [AOGXXX].

## **3. Salary**

The [AOGXXX] will pay the Employee an annual salary of [DOLLAR AMOUNT]. The [AOGXXX] intends to review all salaries annually. Subject to the Employee's performance, available funding and other factors the [AOGXXX] considers relevant, the [AOGXXX] will provide the Employee with an annual increase.

## **4. Work Week**

The Employee's salary is based on a regular work week of XX hours a day and XX hours a week. The core hours of work are between XX and XX.

## **5. Travel Policy**

Availability for travel outside [TOWN/CITY] may be required on occasion.

## **6. Probation**

The Employee will be on probation during the first XX months of employment. The [AOGXXX] will use this period to evaluate the Employee's suitability, skill and ability to meet the position's requirements. The Employee agrees that the [AOGXXX] will be the sole judge of the Employee's suitability, skill and ability. During the probationary period, the [AOGXXX] may terminate the Employee's employment without notice. Such termination shall be deemed for just cause.

## **7. Vacation**

The [AOGXXX] will provide the Employee with XX weeks per year of vacation time. The Employee agrees to consider operational requirements when scheduling vacations.

## **8. Benefits**

The Employee shall be provided with the following benefits: (e.g. sick time, holidays, etc.)

## **9. Personnel Policy**

The Employee agrees to abide by the [AOGXXX]'s current Personnel Policy, which is attached and incorporated into this Agreement. The Employee further agrees to abide by any revised or new policies of the [AOGXXX].

## **10. Confidentiality**

In the course of the Employee's duration of employment, the Employee will have access to confidential information with respect to the [AOGXXX]. During the Employee's employment and thereafter, the Employee will not directly or indirectly disclose such information, except as required in the course of the Employee's employment hereunder or unless such information has become public and available through no fault of the Employee's. All records, files, drawings, documents, equipment and the like related to the activities of the [AOGXXX] that the Employee prepares, uses or comes in contact with, will be and will remain the sole property of the [AOGXXX].

#### **11. Abandonment**

The Employee will be considered to have abandoned (quit) the employment if the Employee is absent from work for five consecutive days without authorisation or cause.

#### **12. Resignation**

The Employee must provide three weeks written notice of Resignation. The [AOGXXX] may waive the notice period of the Resignation. The Resignation takes effect at the time of the [AOGXXX]'s waiver or until the three weeks have passed.

#### **13. Termination**

The Employee accepts that the [AOGXXX] can terminate this Agreement at any time upon the provision of notice.

The [AOGXXX] has the option of paying the Employee the salary equivalent for the notice in order to terminate this Agreement immediately.

Nothing in the above paragraph restricts the [AOGXXX]'s right to terminate this Agreement for just cause.

#### **14. Choice of Law**

This Agreement and any issue arising out of this Agreement are subject to the laws of [PROVINCE/STATE/TERRITORY].

#### **15. Severability**

If any term or provision of this Agreement is determined to be invalid or unenforceable by a court, such a determination shall not invalidate the rest of this Agreement, which shall remain in full force and effect as if the invalid term or provision had not been made part of the Agreement.

#### **16. Independent Legal Advice**

The [AOGXXX] and the Employee acknowledge that they obtained or had an opportunity to obtain independent legal advice in connection with the Agreement and that they understand and agree to be bound by all the terms and conditions contained herein.

**17. Amendments**

This Agreement cannot be amended or modified except by agreement in writing executed by both parties.

**18. Assignment**

The Employee cannot assign this Agreement, in whole or in part, without the [AOGXXX]'s prior written consent.

**19. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, communications and other agreements relating to it, unless specifically incorporated by reference herein. There are no representations, warranties, conditions, undertakings or other agreements, express or implied or statutory, between the parties other than as expressly set forth in this Agreement.

**IN WITNESS WHEREOF** [AOGXXX] and the Employee have executed this Agreement as of the date written above.

Dated this \_\_\_\_ [DAY MONTH YEAR] \_\_\_\_\_

<b>SIGNED, SEALED AND DELIVERED</b>	)	[AOGXXX]
<b>in the presence of</b>	)	<b>by:</b>
	)	
	)	
_____	)	_____
<b>Witness</b>	)	<b>Authorised signature</b>
	)	
<b>SIGNED, SEALED AND DELIVERED</b>	)	
<b>in the presence of</b>	)	
	)	
	)	
_____	)	_____
<b>Witness</b>	)	<b>Employee</b>