

[TO BE PRINTED ON EMPLOYER'S LETTERHEAD]

[Date]

DELIVERED BY [E-MAIL / COURIER / MAIL]

[Name of job applicant]

[Address of job applicant]

Dear [Name of job applicant]:

Re: **Conditional Offer of Employment with [name of organization]**

We are very pleased to extend to you a conditional offer of employment with [**legal name of organization employing the employee**] (the "Employer") on the terms and conditions set out in this agreement. This offer is conditional because of the background checks (see below) that we need to conduct before your employment with [**the employer**] is confirmed.

This is an important document, and we recommend that you review it carefully.

Note: in this letter, "Employment Standards Act" shall mean the "*Employment Standards Act [RSBC 1996] CHAPTER 113*" and any amended or successor legislation.

Start Date

Your start date will be [**expected start date**] or such other date set by [**the employer**] in consultation with you.

Position

Your starting position will be [**position title**], reporting to [**supervisor's title**].

Location

You will be working out of our office [**or such other location specified by the employer**] in consultation with you.

Duties

Your duties are summarized in the attached Position Description, which may be changed by [**the employer**] in its discretion due to organizational needs or for other reasons, and any other duties assigned to you by your supervisor. You understand and agree that all of our employees must be flexible when it comes to their duties. You agree to faithfully serve [**the employer**].

[Statement of Faith and Community Standards Statement]

As you know, [**the employer**] is a Christian organization engaged in [**describe why faith is important to what the organization does**]. Your role is an important role in carrying out our mission. As a condition of your employment, you agree to sign the attached [**Statement of Faith**] and [**Community Standards Statement**] and to adhere to those Statements both during and outside of working hours.

Probationary Period

The first [sixty (60) days] after your start date will be a probationary period (the “Probationary Period”) during which you and [the employer] will decide whether our relationship is mutually beneficial. During the Probationary Period, either you or [the employer] may terminate your employment for any reason without advance notice or pay in lieu of notice, subject to Employment Standards Act.

Hours of work

[For salaried employees only; delete for hourly-paid employees]

As a salaried employee, your hours of work will vary from day to day and week to week. Evening and weekend work may be required from time to time. Your starting hours of work will be discussed with you on or before your start date. **[You understand that your salary is compensation for all hours of work, subject to the requirements of Employment Standards Act.]**

OR

[For hourly-paid employees only; delete for salaried employees]

Your hours of work will be set by your supervisor from week to week.

Compensation

For your services, the Employer will pay you a [salary / hourly wage]. Your starting [salary / hourly wage] will be at the rate of \$[amount] per [year / hour]. Required withholdings and deductions will be taken from your pay. Salary will be deposited directly to your bank account or issues by cheque, and is currently paid [weekly / bi-weekly / monthly].

[Group Insurance Benefits Program]

You will be eligible to enroll in [the employer’s] group insurance benefits program, subject to eligibility criteria and other terms and conditions of the program, upon the successful completion of your Probationary Period. Premiums for the employee-paid benefits will be deducted from your net pay. [The employer] retains the right to change or terminate any benefit plans. Details of [the employer’s] current benefits program will be provided to you on or around your first day of work.

[Pension / RRSP Plan]

You will be entitled to participate in [the employer’s] [name of pension or RRSP plan] on the terms and conditions set out in that plan.

Vacation

You will be entitled to earn [number] weeks of paid vacation during each year of employment earned at the rate of [number] days per month. Any increases in vacation will be in accordance with [the employer’s] vacation policy. So that we have time to evaluate our working relationship, vacation should not be taken during the Probationary Period. The timing of your vacations must be pre-approved by your supervisor. [The employer] does not permit carry-over of vacation from one year to the next unless pre-approved by your supervisor, subject to Employment Standards Act. Vacation pay will be pro-rated for part-years worked.

Ethics and Duty of Loyalty

As you know, **[the employer]** requires all of its employees to observe the highest standards of ethics and integrity. Our organization has a reputation for upholding these values, and all employees are expected to hold and observe them. Further, as an employee of **[the employer]**, you have a duty of loyalty to **[the employer]**. In all of your activities, you must act in the best interests of **[the employer]**.

Relationships with Donors, Volunteers and Others

[The employer] values its many excellent relationships with donors, volunteers, and other supporters. You agree to support those relationships.

Organizational Rules

You agree to follow all organizational rules set down by **[the employer]** from time to time. If you have any questions about those rules or their application, please contact **[name]**.

Conflicts of Interest

During your employment with **[the employer]**, you shall not engage in any activities (either during or outside of working hours) that create a conflict with the interests of **[the employer]**.

Confidentiality

You agree that you must not disclose any of **[the employer's]** confidential information including, without restriction, information relating to donors, employees and clients. We trust that given the nature of our organization, you understand that this confidentiality obligation is important. You are also required to sign and return the enclosed Confidentiality Agreement.

Copyright and Work Product

The copyright, including all moral rights, of all materials prepared by you during your employment with **[the employer]** shall belong to **[the employer]**. All of your work product shall be the exclusive property of **[the employer]**.

Non-Solicitation of Employees

During your employment and for the one-year period immediately following the termination of your employment with **[the employer]** (whether terminated by you or **[the employer]**, with or without just cause), you shall not, directly or indirectly, on your own or with or through any other person, organization or entity, solicit any employee of **[the employer]** with whom you had contact during your employment with **[the employer]**, to terminate his or her employment with **[the employer]**.

Termination of Employment

By The Employer Without Just Cause: After the Probationary Period, the Employer may terminate your employment at any time without just cause, by providing you with two (2) weeks' notice per completed year of service to a maximum total of twenty-six (26) weeks' notice and with a minimum total of two (2) weeks' notice, or such minimum notice to which you are entitled under Employment Standards Act, whichever is greater. Instead of providing advance notice, the Employer may provide pay in lieu of such notice. You agree that such notice is reasonable. To the extent permitted by Employment Standards Act, the pay in lieu of notice provided to you shall be subject to the duty to mitigate. You agree that, at its option, **[the employer]** may provide any payments owing to you under this paragraph through salary continuation, to the extent permitted by Employment Standards Act. To the extent required, **[the employer]** will also provide you with any other minimum entitlements that you then have under Employment Standards Act. You agree that upon receipt of your entitlements under this paragraph, no further amounts will be due and payable to you whether under this contract, Employment Standards Act or common law.

[ALTERNATE “BY THE EMPLOYER WITHOUT JUST CAUSE” PARAGRAPH. DELETE ABOVE “BY THE EMPLOYER WITHOUT JUST CAUSE” PARAGRAPH IF YOU USE THIS PARAGRAPH] ***By The Employer Without Just Cause:*** After the Probationary Period, **[the employer]** may terminate your employment at any time without just cause, by providing you with one (1) week's notice plus the minimum notice to which you are entitled under Employment Standards Act, or pay in lieu of such notice, plus any other minimum entitlements that you then have under Employment Standards Act. You agree that upon receipt of your entitlements under this paragraph, no further amounts will be due and payable to you whether under this contract, Employment Standards Act or common law.

By The Employer for Just Cause: **[the employer]** may terminate your employment without notice or pay in lieu of notice for just cause, subject to Employment Standards Act.

By You: Should you decide to resign from your employment with **[the employer]**, you agree to provide a minimum of **[four (4) weeks']** prior written notice, which notice may be waived in whole or in part by **[the employer]** in its discretion, subject to Employment Standards Act.

For purposes of clarity and notwithstanding anything else in this agreement, **[the employer]** guarantees that you shall receive your minimum entitlements under Employment Standards Act.

*You specifically understand and agree that this Termination of Employment provision shall remain in effect despite any changes to your title, role, compensation or any other terms of your employment with **[the employer]**, unless you and **[the employer]** enter into another written employment agreement with a termination provision that replaces this Termination of Employment provision.*

Background Checks

[The employer] values our employee and volunteer team and wants to ensure that all new employees will meet our high standards and fit well with our team. As such, we conduct background checks. This offer of employment is conditional on you consenting to [the employer] conducting a police records check and such other background checks or screens requested by [the employer] in its discretion, and to the results of those checks being satisfactory to [the employer] in its discretion. Please sign and return the attached [name of background checking consent form] and return it to [name] as soon as possible.

Arbitration

You and [the employer] agree that any dispute, grievance, disagreement, complaint, issue or the like (“complaint”), whether arising during the operation of this agreement or afterwards, which relates to the application, interpretation, alleged violation, validity, meaning, performance or effect of this agreement or the rights, obligations or liabilities of you or [the employer] pursuant to this agreement shall be resolved and terminated by private arbitration and not in the courts. Notice of arbitration must be provided to the other party within six (6) months of the first incident that gave rise to the complaint. You and [the employer] agree to make diligent efforts to resolve any complaint without the need for arbitration. In the event that we are unable to resolve the dispute, before the complaint is referred to arbitration, the complaint shall first be referred to mediation by a mediator chosen by agreement of you and [the employer]. You and [the employer] shall each bear ½ of the costs of the mediator. In the event that the complaint is not resolved at mediation, the mediator may serve as arbitrator in accordance with this agreement if you, [the employer] and the mediator agree. In the event of arbitration, there will be one arbitrator who will be chosen by agreement of you and [the employer]. The date for the arbitration hearing, the determination of appropriate procedure at the arbitration hearing, and the rules governing the conduct of the arbitration hearing are within the exclusive authority of the arbitrator. You and [the employer] shall each bear ½ of the cost of the arbitrator. The arbitrator shall not make any decision that is inconsistent with the terms or conditions of this agreement, and may not alter, modify or amend any part of this agreement. If your employment is terminated by you or [the employer], the arbitrator shall not make any decision that would require [the employer] to re-employ you, nor shall the arbitrator award you any termination notice, pay in lieu of notice or damages in addition to that provided in the Termination of Employment section of this agreement. The provisions of the Arbitration Act (RSBC 1996) Chapter 55 shall, except insofar as they are inconsistent with anything in this agreement, apply to the arbitration proceedings. The decision of the arbitrator shall be final and binding and is not subject to appeal. The decision of the arbitrator may be entered in any court of competent jurisdiction for enforcement.

Other Terms and Conditions of Employment

First Aid: You may be required to satisfactorily complete an approved first aid/CPR course within the first three (3) months of your employment.

Performance Reviews: You understand that [the employer] will monitor and evaluate your performance based on your ability to fulfill the above-noted duties and other duties, goals and objectives that may be set by the Employer in consultation with you.

Entire Agreement: You agree that this letter contains the entire agreement between you and [the employer] with respect to the matters covered in this letter. You are not relying on any verbal or other promises made by [the employer] or any of its representatives.

Flexibility: You understand and agree that [the employer] requires flexibility in carrying out its activities. As such, you agree that [the employer] may make reasonable changes to this agreement and to the terms of your employment without affecting the operation of this agreement.

Severability: If any provision or portion of this agreement is declared by a court of competent jurisdiction to be void or unenforceable, that provision or portion shall be severed from this agreement to the minimum extent possible.

Assignment: [The employer] may, in its discretion, assign this agreement to an affiliate of [the employer] or to a successor in [the employer's] business or organization.

Employment Standards: This letter shall not be interpreted as in any way waiving or contracting out of Employment Standards Act.

Governing Law: This agreement shall be governed by the laws of the province of British Columbia and the laws of Canada in force in that province.

Advice: You should feel free to have this agreement reviewed by a lawyer or another adviser.

As mentioned above, this is an important document. We recommend that you read it a number of times and ensure that you fully understand and agree with it. Should you have any questions about this agreement, please call [name] at [number]; [he/she] would be happy to speak with you.

To accept [the employer's] offer of employment on the terms and conditions set out in this letter, please sign the "Acceptance Clause" below and return the fully-signed letter to me no later than [number – provide at least 7 days] days after the date of this letter.

On behalf of [the employer], we look forward to welcoming you to our team.

Sincerely,

[legal name of employer]

Per:

[name of person signing letter for Employer]

[title of person signing letter for Employer]

Enclosures:

- Signed duplicate of this letter for your records
- Position Description for [name of position]
- [name of background checking consent form]
- [Statement of Faith]
- [Community Standards Statement]
- [privacy agreement]

Acceptance Clause

I have read and understood this letter. I accept [the employer's] conditional offer of employment on the terms and conditions set out in this letter which I understand will form an employment agreement between me and [the employer]. I understand that this offer of employment is conditional upon [the employer] conducting further background checks, including a police records check, and being satisfied with the information obtained through those background checks. [I will also sign and return the Statement of Faith, Community Standards Statement and other forms.]

[job applicant's name]

Date