

Description	N/A	✓	Notes
1. Determine whether the proposed relationship is that of an employee-employer or an independent contractor.			
2. If the relationship is one of employment, the parties should consider the following issues:			
a. <i>Identification of parties</i> – What is the legal status of the employer? Does the employer’s representative have authority to commit the practice to a contract?			
b. <i>Position</i> – What does the employee have to do for the employer?			
c. <i>Commencement date</i> – When does employment start?			
d. <i>Term of employment</i> – Does it run indefinitely or for a set period?			
e. <i>Probationary period</i> – Is there a probationary period? What are the conditions and obligations?			
f. <i>Hours of work</i> – What are the daily and weekly hours of work?			
g. <i>Compensation</i> – What is the monetary compensation? How and when is it paid? What deductions are made? How is overtime work compensated? When is compensation reviewed?			
h. <i>Benefits</i> – What are the medical, dental, and professional fees paid or other benefits offered (if any)?			
i. <i>Office manual</i> – Has the employee reviewed and acknowledged the office manual on policies and procedures? See Appendix A – <i>Checklist: Information to Include in a Manual on Office Policies and Procedures</i> in Chapter 3.5 – <i>Office Administration</i> .			
j. <i>Equipment</i> – What will the employer provide and what is the employee expected to provide?			

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a. <i>Professional development</i> – Does the employer have policies on assisting the employee to gain experience, attend courses and seminars, etc., leading to improved professional status and advancement within the employer’s practice?			
b. <i>Expenses</i> – For what expenses is the employee compensated?			
c. <i>Vacation, holidays, personal leave</i> – Under what conditions may the employee take time off? Is the length of vacation adjusted with length of service?			
d. <i>Insurance</i> – What provisions (if any) are included in the employer’s insurance(s)/ indemnity plan to protect the employee?			
e. <i>Legal advice</i> – Have the parties to the agreement sought and received legal advice?			
f. <i>Termination</i> – Under what conditions may either party terminate the agreement? What is the length of required notice? Does the notice period increase with length of service to the employer?			
g. <i>Confidentiality</i> – What information learned during the course of employment is to be kept confidential?			
h. <i>Restrictive covenants</i> – Are there any non-competition requirements after termination?			
i. <i>Copyright</i> – To what extent may an employee in their proposal portfolio use the employer’s copyrighted material (hard copy and/or electronic reproductions) which the employee prepared?			
j. <i>Assignment</i> – Can the contract of employment be assigned to a successor or other employer?			
k. <i>Severability</i> – Include a statement to the effect that should any part of the agreement be declared not to be legally binding, all other parts remain in force.			
3. Set out an agreement in writing and have both the employer and the employee sign and date it.			