

PERSONAL AND CONFIDENTIAL

DATE: _____

FULL NAME OF OFFEREE: _____

ADDRESS OF OFFEREE: _____

Dear **NAME**,

We are pleased to offer you employment with our firm as **[full-time]** **[part-time]** **[temporary]** for the position of **POSITION TITLE** commencing **DATE**.

Note: If the offer is for a specified period, note the expected end date.

This offer letter provides information with respect to our firm, your proposed position, and the terms and conditions of your employment with **FIRM NAME**.

POSITION:

Note: Include the position title, an overview of the position and highlights about the key responsibilities and deliverables. If the position requires ongoing travel or requires the candidate to possess a valid driver's licence or professional registration as an architect, include these details here.

WORK SCHEDULE:

Note: Include regular work hours and expected hours in a standard work week (e.g., 40 hours). If flexible work hours are available or attractive to candidates, indicate expectations around core hours, etc. If a candidate is being hired with the expectation of variable hours with no guarantee of hours, specify this here.

SALARY/HOURLY WAGE:

[Your annual salary will be **\$ANNUAL SALARY**.] [Your hourly wage will be **\$HOURLY WAGE**.] You will be paid on a **[monthly]** **[semi-monthly]** **[bi-weekly]** basis.

OVERTIME WORK:

You may be required to work overtime hours from time to time to ensure project deadlines are met.

Note: If this is for a manager or registered professional, include the following:

[As a professional, you will not be paid for overtime.]

Note: If you allow employees to bank time in lieu, indicate this here and identify the rate of banked time, e.g., straight time.

[Time off in lieu may be banked at a rate of **[straight time]** **[time plus one half]**.]

Note: If this is for a position that is eligible for overtime pay according to provincial employment standards, include the following:

[You will be compensated for overtime hours worked, based on the provincial employment standards.]

Note: Include details if you permit banking of time in lieu if permitted in your province, and how you will compensate an employee for extra time worked that is not considered "overtime".

PROBATION:

Note: If you have a probationary period that you would like to include, ensure you do not include a period longer than what is permitted in your provincial employment standards as it will not be compliant and will not be enforceable.

Your employment will require that you successfully complete a **LENGTH OF PROBATIONARY PERIOD IN DAYS** day probationary period. During this period, the firm may terminate your employment without notice.

BONUS ELIGIBILITY:

Note: If you offer a discretionary bonus to your employees for this type of position, you can add a clause that identifies this, such as the following:

[Your total compensation will be based upon performance and project profitability. At the discretion of the Principal/s, the firm may pay a bonus from time to time. You must be actively employed at the time that bonuses are paid out to be eligible to receive a bonus payment.]

BENEFITS:

Note: If your firm provides health/dental and any other group insurance benefits, indicate what is included and when the employee is eligible for the benefits. Some firms have a wait period for benefits, and most companies have a requirement of employees to work a minimum number of hours per week to be eligible for benefits. Identify if there is any requirement for the employee to share the cost of premiums with the firm. For example:

[As a full-time employee who works a minimum of **HOURS PER WEEK** hours per week, you will be eligible to participate in the firm's group benefits plan effective **DATE**. Group benefits include: **[health]**, **[dental]**, **[prescription drugs]**, **[life insurance]**, and **[long-term disability]** coverage. If you choose to participate in the group benefits plan, you will be required to cost-share the premiums on a **[50/50]** **[OTHER PERCENTAGE RATIO]** basis.]

VACATION:

Note: Identify the employee's vacation entitlement based on your firm's vacation policy. If you have given the candidate credit for prior work experience, you can note this as well. For example:

[We will recognize your ten years of relevant work experience at **PREVIOUS EMPLOYER NAME** to count towards your vacation entitlement. Your vacation entitlement will be as follows:

[0-1 year service = 2 weeks annual vacation]

[1 yr plus 1 day to 5 years of service = 3 weeks annual vacation]

[5 years plus 1 day to 20 years of service = 4 weeks annual vacation]

[20 years plus one day of service or longer = 5 weeks annual vacation]

Note: Indicate when the employee is eligible to take vacation, and if there are any limitations to the amount of vacation that may be taken at one time. For example:

Your vacation accrual begins upon commencement of employment. Vacation time may be taken as it is accrued and must be taken within one year of being earned. In order to ensure we provide excellent service to our clients, no more than **ENTER NUMBER OF WEEKS** vacation can be taken at one time unless approved by a Principal.

ADDITIONAL TIME-OFF:

Note: If your firm provides any additional time off (paid or unpaid) during the summer (e.g., summer hours) or Christmas office closures, you can mention these in the letter as they will be an attractive perquisite. For example:

[Our firm allows all full-time team members to enjoy “summer hours” in July and August and provides every third Friday off. In addition, the firm’s office closes during the Christmas holidays each year, and employees will receive additional days during the holiday office closure. These additional work days off will be **[paid]** **[unpaid]** and are subject to change at the discretion of the Principals. Dates will be confirmed on an annual basis.]

LEARNING & DEVELOPMENT:

Note: If your firm commits to supporting required intern hours or any other hours or costs related to professional development, you can include this in the section here. For example, choose either paragraph below:

[Our firm supports your professional development. Our Principals will meet with you each year to set professional development goals and determine development activities that the firm will fund or co-fund during the fiscal year.]

[Our firm supports your professional development. During your first six months of employment, we will develop a plan for you to obtain your necessary internship hours over a period of 2-3 years. The firm will also provide you with unpaid time off to study for exams and attend interviews related to your registration, and will cover the cost of your exams once you can show proof of passing.]

DUES AND MEMBERSHIPS:

FIRM NAME will reimburse you for pre-approved, business-related, annual professional membership dues.

CONFIDENTIALITY:

Client, project and corporate confidentiality must be maintained at all times.

FREELANCE WORK:

Note: If your firm will not allow employees to provide any private services while employed by your firm, it is advisable to include this in the offer letter.

[Freelance work in the field of services provided by **FIRM NAME**, namely architectural services, is not permitted due to the possibility of potential professional liability claims against the firm.]

TERMINATION OF EMPLOYMENT:

Note: You cannot extend the period of notice beyond what is permitted in employment standards. This period of notice to be given by the employee to the employer must be carefully established. The period of notice to

be given by the employer to the employee must also be carefully established. Verify what length of notice period is required in provincial legislation. For consistency, a common notice period should be established for all employees. A longer notice period for a senior employee, owing to contribution to the practice, might be considered. However, consideration should be given to agreeing to a notice period the same as that from employer to employee.

If you resign from your employment with **FIRM NAME**, you agree to provide **FIRM NAME** with at least **[two (2)]** weeks' notice of your resignation.

Should **FIRM NAME** find it necessary to terminate your employment without cause at any time during this contract period, its sole obligations are to: (i) pay you all accrued but unpaid wages and vacation pay earned up to the date of termination; (ii) provide you with the minimum notice of termination, or pay in lieu thereof; (iii) provide you with any severance pay as required by the **PROVINCE** Employment Standards Act, and nothing more.

RESTRICTIVE COVENANT:

Note: A restrictive covenant clause in the employment agreement is included to protect the employer's legitimate business interests. The employee should carefully consider this section. In a small or remote location, this clause (if the time period is too lengthy) may effectively prevent an employee from quitting and establishing his or her own architectural practice. However, Canadian courts are reluctant to uphold a restrictive covenant or non-competition clause that prevents a former employee from finding competitive employment in a community. In the event of a court action, employers are required to validate the need for these restrictions.

NAME acknowledges that the restrictions contained in this section are reasonable and necessary to protect the legitimate business interests of **FIRM**, and will not impair or infringe upon your right to work or earn a living after your employment with **FIRM** ends.

[INSERT RESTRICTIONS]

NAME, we look forward to working with you. If you are in agreement with the terms and conditions of our offer of employment, please sign and return one copy as your formal acceptance and mutual agreement of the terms outlined.

This offer is open for your acceptance until end of day, **DATE**.

If you have any questions, please contact **NAME OF HUMAN RESOURCES OFFICER** at **EMAIL ADDRESS/PHONE NUMBER**.

Sincerely,
FIRM NAME

PRINCIPAL SIGNATURE: _____

PRINCIPAL NAME: _____

CANDIDATE SIGNATURE: _____

CANDIDATE NAME: _____

DATE ACCEPTED: _____