What to look for and consider before signing off on the Contract of Employment

The employment contract is a legal agreement entered into between two parties (i.e the individual and the employer).

It is the employee's responsibility to ensure that the conditions of the contract meet with their expectations and satisfaction before signing off.

Here are a some of the basic thing that ought to be carefully considered before signing off.

Hours of Work:

The contract needs to identify your specific hours of work (8:00-4:00) or (9:00-5:00)

Conditions of Work

What compensation is given for overtime work?

Is it the practice to pay time and half pay for overtime work during the work week, and double time on weekends and public holidays?

Is time in lieu of pay given?

Avoid the possibility of being exploited where the employer requires you to work on Saturdays and Public holidays on your off day, without offering the appropriate compensation.

Establish whether there is a shift system of work and who is regulated. Find out what conditions apply to those employee who are required to work unconscionable hour. For example. What is the arrangement for transportation to or from work?

Place of Work

The place of work should be clearly established.

The employee should be aware if a transfer policy exists and how it is exercised.

Benefits:

Does the company offer a Employee Pension Plan?

What are the terms of the plan?

What is the employer's contribution to the plan?

Does the employee lose the benefits of the Group Life and Health Plan if employment is terminated or resigns from the company?

Do you still retain membership under the plan or if it is transferrable?

Annual Holiday:

Does the annual holiday of three weeks for one for to 1-4 years of employment and four weeks for five years of employment and over applies as in the case of the labour laws of Barbados?

Annual Pay Increase

The contract needs to identify how this is determined. Is there an incremental % increase in salary, or are negotiated pay increase every two or three years?

Reporting

The contract should identify the person to whom you are expected to report.

This is to avoid any issues as to who is your reporting officer.

Promotional Opportunities

The contract should also identify promotional opportunities and eligibility for the same.

Job Description

This should be set out in writing. It should address the employee's role and functions.

Any changes to the job descriptions are to be discussed with the employer and employee /or trade union as the representative body of the workers; and **mutually agreed upon**.

Performance Standards

Refer to the company's Procedures or Operations Manual. This is sometimes referred to as the Employees' Handbook.

Annual Performance Review

Employees should be aware of whether the company completed an Annual Performance Review, who is to conduct the same, at what time this is done during the work year, and what are the areas which are to be specifically addressed in the review process.

Leave

Employees ought to establish if the company makes provision for study leave, training leave, compassionate leave, maternity and paternity leave.

Compassionate leave is for when you have a family bereavement.

Paternity leave is a time given to a father when there is a new born in the family.

Training and Retraining

Does the enterprise or organization provides opportunity for training and retraining?

How is any training and retraining applied towards internal promotion?

Discipline

Understand clear the established disciplinary procedure.

Establish if there is a no tolerance policy of the enterprise/ organization and what is it.