

UNIT 4 EMPLOYMENT AGREEMENT

A. QUESTIONS FOR DISCUSSION

1. Have you ever concluded an employment agreement? If so, was it limited in time?
2. What general legal advice would you give to a potential client in respect to conclusion of such a contract?
3. Can you name any specific provisions that can, in case of a dispute, be especially critical for both parties, i.e. employer and employee?

B. GET THE CONTEXT BEFORE YOU TRANSLATE

Employment Law

Employment law mediates the relationship between workers, employing entities, [trade unions](#) and the government. Collective labour law relates to the tripartite relationship between employee, employer and union. Individual labour law concerns employees' rights at work and through the [contract](#) for work. Employment standards are social norms (in some cases also technical [standards](#)) for the minimum socially acceptable conditions under which employees or contractors are allowed to work. Government agencies (such as the former US Employment Standards Administration) enforce labour law (legislative, regulatory, or judicial).

Beyond establishing an economic relationship between employer and employee, work provides a powerful structure for organizing social and cultural life. The employment relationship is more than the exchange of labor for money. In U.S. society, selfworth, dignity, satisfaction, and accomplishment are often achieved by one's employment responsibilities, performance, and rewards. The development of employment law demonstrates the importance of work. Since the 1930s, employees have acquired more legal rights as federal and state governments have enacted laws that give them the power and authority to unionize, to engage in Collective Bargaining, and to be protected from discrimination based on race, gender, or disability.

<https://legal-dictionary.thefreedictionary.com/Employment+Law>

C. SAMPLE EMPLOYMENT AGREEMENT

Employment Agreement

THIS AGREEMENT made **as of** the _____ day of _____, 20__ , between [name of employer] a corporation **incorporated** under the laws of the Province of Ontario, and having its principal place of business at _____ (the "Employer"); and [name of employee], of the City of _____ in the Province of Ontario (the "Employee").

WHEREAS the Employer desires **to obtain the benefit** of the services of the Employee, and the Employee desires **to render such services** on the terms and conditions set forth, IN CONSIDERATION of the promises and other good and valuable consideration (**the sufficiency and receipt of which are hereby acknowledged**) the parties agree as follows:

1. Employment

The Employee agrees that he will **at all times faithfully, industriously, and to the best of his skill, ability, experience and talents**, perform all of the duties required of his position. **In carrying out** these duties and responsibilities, the Employee shall comply with all Employer **policies, procedures, rules and regulations**, both written and oral, as are announced by the Employer **from time to time**. It is also understood and agreed to by the Employee that his **assignment, duties and responsibilities and reporting arrangements** may be changed by the Employer in its **sole discretion** without causing termination of this agreement.

2. Position Title

As a _____, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner.

(a)-

(b) -

(c) -

(d) -

(e) Other duties as may arise from time to time and as may be **assigned** to the employee.

3. Compensation

(a)

As full compensation for all services provided the employee shall be paid at the rate of _____. Such payments shall be subject to such normal statutory deductions by the Employer.

(b)

(May wish to include **bonus calculations** or omit in order to exercise discretion).

(c)

The salary mentioned in paragraph (l)(a) shall be reviewed on an annual basis.

(d)

All **reasonable expenses** arising out of employment shall be **reimbursed** assuming same have been authorized **prior to being incurred** and with the provision of appropriate receipts.

4. Vacation

The Employee shall be entitled to vacations in the amount of _____ weeks per annum.

5. Benefits

The Employer shall, at its expense, provide the Employee with the Health Plan that is currently **in place** or as may be in place from time to time.

6. Probation Period

It is understood and agreed that the first ninety days of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason **without notice or cause**.

7. Performance Reviews

The Employee will be provided with a written performance **appraisal** at least once per year and

the said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.	
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D. FOLLOW-UP

1. Form groups composed of 3 – 4 students. Each group has 20 minutes to translate the above employment agreement into Slovak on its own first. Use the glossary below to help you with the translation.
2. Look at the text again and underline the phrases which your group is not able to translate at all.
3. Listen to the translations presented by other groups and discuss in the classroom whether, in your opinion, their translations are comprehensible and accurate. Comment on any drawbacks of the translations provided.
4. Summarise the purpose of the employment agreement.

E. GLOSSARY

<i>appraisal</i>	<i>písomné vyhodnotenie, oznámenie o stave(výkone)</i>
<i>assignment</i>	<i>úloha, zadanie</i>
<i>at all times</i>	<i>počas celého trvania(napr. pracovného pomeru)</i>
<i>bonus</i>	<i>prémie, príplatok, mimoriadna odmena</i>
<i>from time to time</i>	<i>priebežne, v danom období</i>
<i>in place</i>	<i>in situ, byť zavedený</i>
<i>industriously</i>	<i>s nasadením, usilovne</i>
<i>probation period</i>	<i>skúšobná lehota</i>
<i>reasonable expenses</i>	<i>primerané náklady</i>
<i>reimbursement</i>	<i>náhrada, odškodnenie, refundácia</i>
<i>reporting arrangements</i>	<i>hierarchia ohlasovacej povinnosti</i>
<i>sole discretion</i>	<i>výhradná právomoc, vlastná úvaha</i>
<i>sufficiency</i>	<i>dostatočnosť</i>
<i>to incur</i>	<i>spôsobiť, utrpieť</i>
<i>without notice or cause</i>	<i>bez formálnej výpovede a udania príčiny</i>

F. EXERCISES

1. Translate the following sentences from English into Slovak.

- a) Federal and state statutes regulate workplace hazards to avoid or minimize employee injury and disease.
.....
- b) Federal legislation in the 1960s provided employees with more avenues to challenge alleged discrimination..
.....
- c) In 1990, Congress passed the Americans with Disabilities Act, forbidding discrimination against qualified individuals with disabilities and requiring reasonable efforts to accommodate persons with disabilities in some situations..
.....

- d) The law has generally denied any redress to an **employee** who is arbitrarily treated, unless the employee is represented by a union or has rights under a written employment contract.
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- e) Current or prospective employees may be asked to submit to a physical examination, a Polygraph examination, a psychological evaluation, a test for use of illegal drugs, or a test for HIV.
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- f) The federal government regulates employee benefit plans under the **Employee Retirement Income Security Act (ERISA)**, passed in 1974, providing rules with respect to participation, vesting and funding of benefits plans, fiduciary responsibility, reporting and disclosure, and administration and enforcement.
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2. Practise the use of preposition used in the text by filling in the gaps with the correct preposition from the following box:

IN (5x), FROM (3x), TO (1x), AT(1x), UNDER(2x), AS(2x), INTO(2x), WITHOUT(1x), THROUGH(1x)

A sweatshop is a factory or workshop, especially **1--** the clothing industry where manual workers are employed **2--** very low wages for long hours **3--** poor conditions and many health risks. Many workplaces through history have been crowded, low-paying and without **job security**; but the concept of a sweatshop originated between 1830 and 1850 as a specific type of workshop in which a certain type of middleman, the *sweater*, directed others **4--** garment making (the process of producing clothing) under **arduous conditions**. The sweatshops incurred criticism: labour leaders cited them **5--** crowded, poorly ventilated, and prone **6--** fires: in many cases, there were many workers crowded **7--** small tenement rooms. In a report issued in 1994, the United States Government Accountability Office found that there were still thousands of sweatshops in the United States, using a definition of a *sweatshop* **8--** any "employer that **violates** more than one federal or state labour law governing **minimum wage** and **overtime**, child labour, **industrial homework**, occupational safety and health, workers' compensation, or **industry registration**. "Sweatshops are also sometimes implicated **9--** when workers have been tricked **10--** starting work **11--**, or when workers are kept at work **12-- debt bondage** or **mental duress**, all of which are more likely if the workforce is drawn **13--** children or the uneducated **rural poor**. Sometimes **penal labour facilities** (employing prisoners) are grouped **14--** the sweatshop label. Sweatshops conditions resemble prison labour in many cases, especially **15--** a commonly found Western perspective. In 2014 Apple was caught "failing to protect its workers" in one of its Pegatron factories. **Overwhelmed workers** were caught falling asleep during their 12-hour shifts and an **undercover reporter** had to work 18 days **16--** a row. Sweatshops **17--** question carry characteristics such as **compulsory pregnancy tests** for female labourers and **terrorization** **18--** supervisors **into submission**.

3. How would you translate the following expressions used in the excerpts above into Slovak?

arduous conditions	
debt bondage	
human trafficking	
industrious homework	
informed consent	
occupational safety and health	
overwhelmed workers	

penal labour facility	
terrorization into submission	

G. LEGAL LANGUAGE IN USE:

Distinction of the parties in contracts or legal disputes into the originator of the activity and the recipient is often signalled by the former having the suffix –ER or –OR and the latter expressed by the suffix –EE.

ENGLISH TERM	SLOVAK TERM	DEFINITION
appointer-appointee	menujúci(orgán) -menovaný	<i>Appointer-</i> one who appoints, or executes a power of <u>appointment</u> . <i>Appointee-</i> a beneficiary under a legal appointment
assigner/assignor-assignee	postupiteľ- nadobúdateľ	<i>Assignor-</i> a person who transfers or assigns property <i>Assignee-</i> 1. a party to which a transfer of property rights, or interest is made. 2. one appointed to act for another; a deputy or agent.
covenantor-covenantee	strana, ktorá dáva prísľub- strana, ktorej sa prísľub dáva (v prospech ktorej sa zmluva uzatvára)	<i>Covenantor-</i> the party by whom the promise in a covenant is to be carried out. <i>Covenantee-</i> the party to whom the promise in a covenant is made.
drawer-drawee	vystavovateľ(zmenky)- zmenečník	<i>Drawer-</i> one that draws, especially one that draws an order for the payment of money. <i>Drawee-</i> the party on which an order for the payment of money is drawn.
employer-employee	zamestnávateľ- zamestnanec	<i>Employer-</i> a person or organization that employs people. <i>Employee-</i> a person employed for wages or salary, especially at non-executive level.
examiner-examinee	skúšajúci- skúšaný	<i>Examiner-</i> a person whose job is to inspect something; an inspector. <i>Examinee-</i> a person who is examined.
evictor-evictee	strana, ktorá dosiahla súdne vysťahovanie- osoba súdne vysťahovaná	<i>Evictor-</i> a person authorized to put out, e.g.a tenant from a property by legal process; expel <i>Evictee-</i> a person who is evicted.
franchisor-franchisee	Majiteľ licencie- užívateľ licencie	<i>Franchisor-</i> a corporation that grants a franchise. <i>Franchisee-</i> One that has been granted the right by a corporation to sell its product or service within a particular area.
legator-legatee	poručiteľ- nástupca	<i>Legator-</i> a person who gives a legacy or makes a bequest <i>Legatee-</i> a person to whom a legacy is bequeathed.

mortgagor- mortgagee	hypotekárny dlžník- hypotekárny veriteľ	<i>Mortgagor-</i> one that mortgages property, usually the nominal owner entitled to use of the property. <i>Mortgagee-</i> one, usually a lender or a bank, that holds a mortgage.
pledger- pledgee	ručiteľ záruky- záložný veriteľ	<i>Pledger-</i> one who makes or gives a pledge. <i>Pledgee-</i> 1. A person to whom something is pledged. 2. A person who receives a pledge of goods or personal property as security
transferor- transferee	prevodca- cesionár	<i>Transferor-</i> one who conveys a title or property. <i>Transferee-</i> 1. one to whom a conveyance of title or property is made. 2. one who is transferred.
vendor- vendee	predajca- kupujúci (nadobúdateľ)	<i>Vendor-</i> 1. one that sells or vends something, e.g. a street vendor 2. one that provides products or services to a business for a fee. <i>Vendee-</i> one to whom something is sold; a buyer.

H. LEGAL LANGUAGE PUT INTO PRACTICE

Derive the proper person from the verb:

1. The (to appoint) enjoys the prerogative duty to appoint the best of (to nominate).
2. There were six (to assign) entitled to take possession of the property following the (to assign) consent.
3. Employment law specialist found that one in five (to employ) is negatively affected by political talk in the workplace.
4. Because the covenant ran with the land, under section 78 Law of Property Act 1925 it could be enforced by the (to convey) and successors in title.
5. The person writing the cheque, the " (to draw)", has a transaction banking account (often called a current, cheque, chequing or checking account)
6. She was evicted by her fellow housemates on Day 85, and was the fifteenth (to evict).
7. Typically a third-party is involved in a contract with the (to assign), and the contract is in effect transferred to the (to assign).
8. On October 2011, Jollibee acquired a 54% stake in BK Titans, Inc., the sole (to franchise) of Burger King in the Philippines.
9. When Sophia Astley Kirkpatrick died in 1871, she left named Rutgers College as the residuary (to bequeath as synonym) of her estate.
10. In a ship mortgage, a shipowner gives a lender (or (to mortgage)) an interest in a ship as security for a loan.
11. Fiducia" remained popular with lenders who enjoyed increased security, whereas a "pignus" was more useful to the (to pledge).
12. It is an indirect tax, which may be shifted or passed on to the buyer, (to transfer) or lessee of goods, properties or services.
13. Invented by telecom (to vende) Ericsson in 1994, it was originally conceived as a wireless alternative to RS-232 data cables.

I. ADDITIONAL TRANSLATION

Translate the following text from English into Slovak.

8. Termination

(a)

The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.

(b)

The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.

(c)

The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause pursuant to (b) above, provided the Employer pays to the Employee an amount as required by the Employment Standards Act 2000 or other such legislation as may be in effect at the time of termination. This payment shall constitute the employees entire entitlement arising from said termination.

(d)

The employee agrees to return any property of _____

at the time of termination

9. Non- Competition

(1)

It is further acknowledged and agreed that following termination of the employee's employment with _____ for any reason the employee shall not hire or attempt to hire any current employees of _____.

(2)

It is further acknowledged and agreed that following termination of the employee's employment with _____ for any reason the employee shall not solicit business from current clients or clients who have retained _____ in the 6 month period immediately preceding the employee's termination.

10. Laws

This agreement shall be governed by the laws of the Province of Ontario.

11. Independent Legal Advice

The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

(a)

The Employee has had such independent legal advice prior to executing this agreement, or;

(b)

The Employee has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

12. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

13. Severability

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provision shall remain in full force and effect.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

[Name of employee]

[Signature of Employee]

[Name of Employer Rep]

[Signature of Employer Rep]