

Legal Corner

**** Reminder:** As a Professional Coach you are entitled to one hour of free legal advice. Please contact procoach@coach.ca if you require legal advice.

Short term employment contracts can be permanent!

Many coaches get hired for fixed periods – whether it's a year, two years or several months. Often, these contracts will get renewed multiple times, and coaches originally hired for one year, may end up serving 20 odd years as a coach at the same coaching institution. What happens when that coach is finally let go by their employer? It may surprise you.

Employers often decide to use consecutive fixed term contracts because it could save them paying out a longer notice period if they fire the employee without cause. With a fixed term contract, employers believe they can terminate an employee without consequence at the end of the fixed term. Alternatively, employers terminate an employee during the fixed term contract but at a fraction of the cost that a termination of a long term employment relationship would otherwise impose on the employer.

Recently, Courts in Canada have deemed these consecutive fixed term contracts to entitle the employee to notice of termination of employment with respect to the entire time they worked for the company, as opposed to just the most recent fixed term contract. In *Burns v UNB*, the Court held that to determine a wrongful dismissal the Court must look at the distinction between fixed term contracts and indefinite term contracts. The Court will look at factors such as the continuous employment of an employee over multiple fixed term contracts, the consistency of the contract terms, and the treatment of salary increases, benefits, and other employment terms to determine whether the employment relationship is fixed or permanent. For example, in *Latoski and James Smith Cree Nation, Re*, a Saskatchewan adjudicator held that despite a teacher being on a series of one-year contracts she can be considered a full-time employee. The adjudicator looked at the factors set out in her employment agreement such as pension benefits and boarding arrangements which were consistent with a permanent employment relationship.

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