

# The Top 5 Employment Law Mistakes to Avoid in 2022

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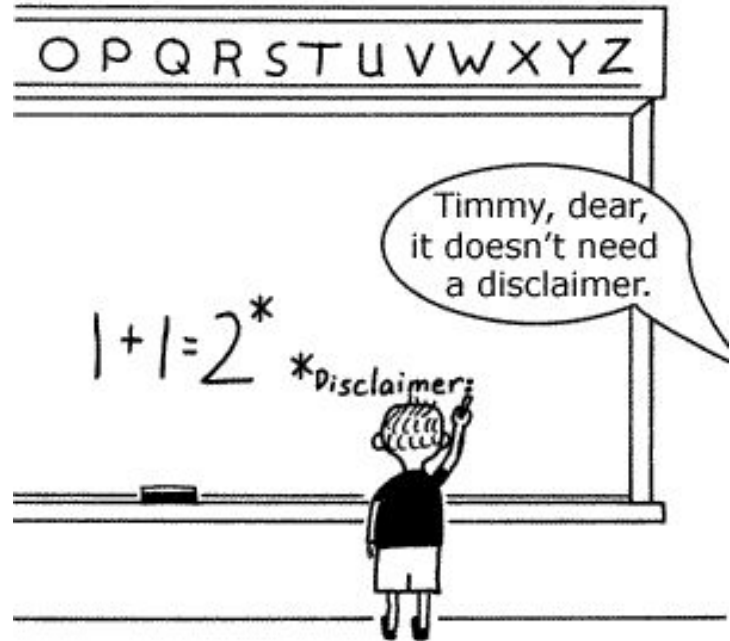
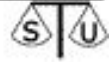
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Spring LAW



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Timmy  
doesn't need  
a disclaimer  
but we do...



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# Presentation Roadmap

## Top 5 Employment Law Mistakes to Avoid in 2022

**#5 Carefree Contract Terms & Process**

**#4 Firing for Cause when there isn't Cause**

**#3 Disciplining People before Investigating**

**#2 Infrequent & Crappy Performance Reviews**


**#1 Termination Clause Troubles**

# #5 Carefree Contract Terms & Process



# #5 Carefree Contract Terms & Process

- Employment contracts reflect company culture & values
- If no contract, court will imply terms and conditions
- Get signed prior to start date
- Solid enforceable employment contracts = cost-savings



# #4 Firing for Cause

# When There Isn't Cause



# #4 Firing for Cause When There Isn't Cause

- Rarely have Just Cause in Canada
- Always need specific, clear evidence
- Usually more cost-effective to give at least modest package
- Sorry, but litigating principles is noble but expensive
- Also sorry, but the non-competes in your contracts are likely not cause anymore

# #3 Disciplining People Before Investigating



# #3 Disciplining People Before Investigating

- HR law is so human, emotional and messy - 2 sides to every story
- Never pre-judge; never guilty before proven innocent
- Process is 50% of employment law
- Pandemic complexities requires more compassion

Define C

The  
Optimizer  
The Planner

Groups of  
friends  
travelling  
together

## #2 Infrequent & Crappy Performance Reviews

TOO MANY  
POINTS FOR  
COMPARISON  
(FI) Hard to  
coordinate for

TOO MANY  
TABS

TOO MUCH  
INDISTINCT  
INFO ON SR  
CARDS

## #2 Infrequent & Crappy Performance Reviews

- Annual reviews never enough
- Pandemic workflows, locations & stress require more check ins
- Employees need to feel valued
- Most termination drama avoided if employee is “heard”

EXIT



# #1 Termination Clause Troubles

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# #1 Termination Clause Troubles

- **OMG so many changes in 2021**
- **Unenforceable termination sections most expensive legal cost for employers**
- **Certainty & mutual expectations upfront to minimize battles on exit**
- **Can contain termination liability to reasonable compromise**

# Termination clause tips

- Need “with cause” words from ESA Regulation to make full termination clause work
- Must reference benefits and other ESA notice period requirements
- Don’t include a notice period cap below ESA minimums
- Know Thy Market and offer more than ESA to avoid costly battles on exit



# Need Affordable DIY Help Updating Your Contracts for 2022?



Spring LAW

## WORKPLACE LAW BUNDLE

THE MUST-HAVE RESOURCES  
TO MANAGE YOUR TEAM



# DIY Your Contract Updates for 2022

- Trying to help small employers get affordable 2022 updates
- Bundle includes up-to-date lawyer drafted employment law contract
- Plus detailed hiring and firing guides, checklists and more
- Only \$499+HST, available on [our website](#)

# Tips for Low-Cost Contract Updates for 2022

- Different ways to DIY and bring down costs:
  - Can cross-reference a new contract template with your existing contracts
  - Can use a new contract template for new hires - don't need all contracts to have same format
  - Can use a new contract template as head start for 1:1 legal review to bring down cost of legal services

# More Questions?

To learn more about our team: <https://springlaw.ca/team/>

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