

The Generic Company

**Human Resources Policies & Procedures
*For Managers***

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Hope for the best.

Plan for the worst.

Begin with the end in mind.

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Introduction

This document is intended to inform The Generic Company managers of our human resources policies and procedures. It deals only with administrative issues which pertain to management positions.

As a manager at The Generic Company, you are required to be familiar with and abide by the policies and procedures laid out in this document. You are also required to be familiar with our Employee Handbook and to abide by its provisions.

The Employment Contract

In Canada only a very small fraction of employment law is based on “civic” law, i.e. laws established via legislation by either provincial or federal governments. An example of the latter would be the BC Employment Standards Act. By far, the majority of employment law is established by what is called “case law” or “common law” and these are based on precedents set by judges’ decisions in earlier related court cases.

In Canada, the “Employment Contract” consists of EVERYTHING communicated *in any way at any time* to a prospective future employee. This includes anything you say to them with regards to employment with The Generic Company on the telephone, in an email or in person, *even at the earliest stages when it is still nothing more than a vague idea*. If you act on that thought and begin to discuss the position with someone, say over a coffee, then by law it qualifies as a part of the Employment Contract.

Therefore, if you are thinking of someone with regards to future employment with The Generic Company, *say nothing with regards to remuneration, potential career growth, earnings, or benefits, either formal or informal*, until you have discussed it with HR. All formal paperwork must be in place, i.e. job description, remuneration package, etc., before we make any kind of overtures.

Before You Hire

1. Consider alternatives.
 - Contract
 - Limited term of employment
 - Temp worker
 - Hiring from within
2. Get CEO approval for position and salary.
3. Do your requirements definition; HR will help you write a job description.

Posting positions

Prior to posting any position, it is required that a decision be made by the appropriate management stakeholders whether or not to post the position internally first. It is a judgment call made by appropriate management representatives.

If the stakeholders conclude that there are qualified candidates within the company then it is recommended that the position be posted internally first. The management team is not however bound by this recommendation.

Internal Postings

- Get approval from the CEO regarding the position and salary you wish to offer.
- Write the job description.
- Take the job description to the VP HR to have a posting communicated internally.
- Once this has been done the VP HR will send out an email to all staff informing them of the opportunity and closing date. The closing date is usually one week or less from the date announced.
- Only those currently employed by The Generic Company can apply to internal postings and they must submit a resume and cover letter and be interviewed.
- If no candidates apply then the position will be posted externally.

Note: You can also post jobs which are open to internal AND external candidates at the same time. These would be posted on our public careers web site.

External Postings

- Get approval from the CEO regarding the position and salary you wish to offer.
- Write the job description.
- Take the job description to the VP HR to request a posting be placed on the company's public careers web site.
- At the same time, VP HR will request the appropriate staff create a classified or display advertisement for placement in appropriate media. The job may also be posted to appropriate web sites.

Job Descriptions

At The Generic Company, the job posting we create when hiring then becomes the job description. Please note that this is a *critical document* should the need for any kind of disciplinary action or dismissal arises. Without a job description, we cannot legally claim that someone is not doing their job. Performance reviews (also referred to as “alignment reviews”) are the next step. Without these documents, it becomes very doubtful legally if we would be able to defend ourselves should we find ourselves challenged.

For these reasons, the HR department will conduct a periodic review of the status of job descriptions and alignment reviews.

NOTE: See job description sample in appendix. Be sure to check with HR re current versions.

Inter-Departmental Transfers

Inter-departmental transfers follow the same protocol as internal postings. Candidates should be made aware that there will be a probationary period and should they be found to be unsuitable to their new position, there is no guarantee of permanent employment with the company.

Hiring procedures

- All applicants to all jobs will be directed to submit their resume to the VP HR.
- The VP HR will cull applicants and only forward those who are reasonable candidates to the hiring manager.
- We will reply only to candidates the manager plans to interview.
- The HR department is then responsible for contacting the candidates selected for interview and for booking interviews.
- There may be candidates where it is wise to tell them the remuneration package when calling them to book the interview. This may save everyone's time.
- The VP HR should be at all job interviews.
- It is highly recommended the manager also include a Subject Matter Expert (SME) in the interview.
- Interview the candidates for three areas of qualification: technical expertise, cultural fit and work history (probe resume).
- Contact the candidate by telephone and make your offer. **Do not delay** or you may lose them to another employer.
- If they accept, follow up with a letter of offer detailing the salary, start date, hours, probationary period (3 month min) and any other relevant information.
- Urge them to come in and sign all relevant papers as soon as possible, even if they do not start for some weeks.

Luring

If you have a candidate in mind for a particular position and you entice them to quit their *current job* to take the position with our company, this is known in employment law as "luring". If they do not work out and we need to let them go, the company is then vulnerable to wrongful dismissal litigation where the damages can be as much as *ten times greater* than they would be if you had not lured the employee. The reason is that the company must compensate the employee for the loss of the job they had before.

The solution to luring is to tell the candidate you have in mind about the job posting on our site, and leave it at that. Have no further discussions with them about the job. If they have questions, direct them to HR who will handle their inquiry the same way all candidate contacts are handled.

Letter of Offer and Probationary Period

All new prospective hires must receive a “letter of offer” signed by both parties and this must include a probationary clause. Contrary to common belief, by law, the three months probation period is NOT an automatic default. If a probationary period is not specified in the letter of offer, *then there is no probationary period*. Without such a clause, employers have as much of a burden of responsibility with regards to dismissing someone who has been with them a week as they have with someone who has been with them for years.

NOTE: See sample Letter of Offer in appendix. . Be sure to check with HR re current versions.

Timeframe for Hiring

The hiring process takes time:

- *Job description:* one to five days to create, depending on who is involved
- *Posting job on web site:* within one day
- *Posting job on external web sites:* between 24 - 48 hours
- *Posting job in paper:* two to five days, depending on the ad
- *Getting responses:* five day minimum
- *Interviews and offer:* three to five days
- *Candidate start:* up to two weeks (average)

It can take up to a month to hire a new employee.

Recommended Interview Structure

- Have HR at the interview
- Have a SME at the interview
- Welcome the candidate and then move on to providing general information about the position and why it is available.
- First - ask SME questions. No sense spending more time if they don't pass this test.
- Second - ask “cultural fit” questions i.e. team player, good communicator, etc.
- Third - probe the resume i.e. why they left a previous job or made significant career changes.

- Ask behavioural questions – put questions in a context where the individual *must give an example* from his or her work history. Anyone can answer a question with what they *would* do, but get them to answer with what they *did* do.
- Ask follow-up questions – when someone answers, do not hesitate to ask more questions based on their answer. This will often lead to a candid and meaningful discussion.

What You Can NOT Ask

Race or colour

No inquiries are permitted regarding complexion, color of skin, or heritage.

Religion

An employer may not ask about religious denomination, affiliations, church, parish pastor, or religious holidays observed, unless the information is pertinent to the position.

National origin

Inquiries are not permitted regarding lineage, ancestry, national origin, descent, parentage or nationality.

Gender

No inquiries are permitted.

Marital status

An employer may not ask whether an applicant is married, divorced or has children. No inquiries may be made about an applicant's spouse.

Age

Inquiries are not permitted regarding an applicant's age.

Disability

An employer may ask if the applicant is able to perform any or all job functions with reasonable accommodation. An employer may NOT ask questions such as: Do you have a disability? Have you ever been treated for a disease? An employer cannot ask for a description or details of the disability.

Name

Inquiries are not permitted regarding an applicant's original name, the maiden name of a married woman or whether the applicant has ever worked under a different name.

Birthplace

Inquiries are not permitted regarding an applicant's birthplace or the birthplace of their parents, spouse or other close relatives.

Photograph

An employer may not require the applicant to attach a photograph to the employment application form at any time before hiring.

Citizenship

An employer may not ask questions such as: Are you a citizen of this country or another country? Where were you born? Do you intend to apply for citizenship?

Languages

An employer may not ask *where* an applicant acquired the ability to read, write or speak a foreign language.

Character

An application may not ask if the applicant has ever been arrested. An employer *may* inquire whether the applicant has ever been convicted of a crime and, if so, ask the applicant to specify when, where and the disposition of the offense. An employer may also ask the applicant whether he or she has ever pled no contest to a crime.

Relatives

An employer may not ask the name, addresses, ages, number or other information about the applicant's children or other relatives not employed by the company.

Military experience

An employer *may* ask if the applicant has ever been a member of police, security or defence forces. He or she may not ask about the reason for discharge from the military.

Organizations

An employer may not ask the applicant to list memberships with clubs, societies and lodges.

To avoid legal ramifications, ask yourself: does this question have anything to do with their ability to perform the job?

Contacting References

You must have permission from the candidate to contact their references. This is usually provided via their documents.

Telephone the reference and only confirm the following:

1. That they worked the dates indicated
2. Their job title
3. Would the reference hire them again

Do not ask anything else. For legal reasons, the reference may not be willing to answer any questions beyond the first two.

Make a note somewhere that you did the reference check.

Be aware that with Freedom of Information and Information Privacy legislation, everything communicated during the reference check is a record we are legally required to keep and that may be requested by the candidate. If they feel the record is unfair they are entitled to sue for damages.

Providing References

Comply at minimum with the same guidelines as in the previous section. Given the current employment law environment, it would be wise for us to also provide a verbal or written recommendation, if requested and as appropriate, for staff who have left our employment and are applying elsewhere.

Retention Decision

This is a critical step: there is a mandatory checkpoint re suitability after two months. If ANY doubt exists with regard to the suitability of the employee at that point, we will immediately initiate a termination process.

Orientation

The Generic Company has a comprehensive Orientation Package for new employees. There is also a checklist for managers and a separate one for the employee. Be sure you and the employee have completed all parts of the package.

Alignment Reviews

Outside of The Generic Company these are generally referred to as “performance reviews”.

Alignment reviews are not salary reviews. Be sure that your staff are aware of this.

When you hire a new employee, go over the performance review process and document with them. It is only fair to let people know what they will be judged on. This initial meeting is referred to as an “Orientation Review”.

Alignment reviews should then occur every six months. Since a performance review takes about two hours total time to prepare and execute, if you have a number of staff you may want to adjust the schedule to allow you to do reviews in an on-going manner. A manager with 24 staff who reviews one person every week will take six months to complete the task, at which point they will need to start all over again.

In order to be able to execute a progressive discipline action, a job description needs to be in place. We cannot fault an employee's performance if there is no agreed upon standard against which to measure. We require detailed job descriptions during the hiring process and during any changes to an existing employee's duties.

Alignment reviews must also be done consistently. If there is any issue with an employee's performance, this MUST be raised during their review. Reviews would represent a critical component of the paper trail should things come to dismissal.

Non-Canadian Hires

Although previously rare for The Generic Company, hiring non-Canadians must now be considered standard practice due to the human resource market. Please see the VP of HR or the Finance Controller for information and details surrounding this hiring procedure. If interested, see the BC Provincial Nominee Program for overview information.

<http://www.ecdev.gov.bc.ca/ProgramsAndServices/PNP/>

Co-ops

During its start-up years, The Generic Company frequently hired Co-op students to fill positions. Although we may return to this practice in the future, our current need for staff who can operate at high levels of productivity and responsibility within a very short period does not generally accommodate that practice.

Changes to Position, Duties or Remuneration

Imposing changes with regard to an employee's position, duties or remuneration, including commissions, constitutes a breach of contract. Such changes cannot be imposed, but must be negotiated.

A letters regarding proposed changes must include a probationary period with clearly articulated and agreed upon consequences should the employee be found "not suitable" to his or her new duties during the probationary period. Failure to do so will easily leave us open to charges of breach of contract or "constructive dismissal". *Constructive dismissal* is a legal term applicable when an employer changes a person's duties to ensure they will either quit or be unable to perform the new duties and thus create grounds for dismissal.

Reported Harassment – How to Proceed

If someone reports harassment of any kind to you, please contact the VP HR, the CEO or other member of the executive team immediately. DO NOT confront the person accused of harassment at this point as this constitutes legal action. Once that happens, the province dictates very specific actions and procedures which must be complied with and *neither the claimant nor the company* can stop the process after that point.

It is necessary for the executive team to first gather the facts and then inform the person who made the complaint of their options and the implications. They must then be asked which preferred course of action they want to pursue. Be aware that discussing the specific situation with the accused at any point represents legal action and is a course that once begun cannot be abandoned or reversed.

Disciplinary Procedures

If there is no *documented* evidence of an employee's poor performance prior to them being dismissed then we have no legal grounds to dismiss them. It is that simple. In order to dismiss an employee, we must be able to show that they were given ample *warnings, direction* and *support* over a reasonable period of time (minimum 30 days) prior to that action. The generally accepted procedure for this is known as “progressive discipline” and includes the following steps:

- 1st action – verbal warning – does not go on employee's file
- 2nd action – written warning – does go on employee's file (one or more)
- 3rd action - disciplinary action – i.e. suspended one or more days WITH pay*
- 4th action - dismissal

*suspension without pay is illegal in Canada.

Note that for each step we are obliged to identify specifically what the desired behaviour or performance issue is, what standard is required and to provide training, support and time as appropriate. If there are other people with the same job title and job description, these standards must apply to them also. Failure to meet these requirements would likely result in an unfavourable judgment in the courts.

It is therefore critical that if you feel an employee is not performing as required, that the issue be formally addressed. Informal warnings have no legal value at all and if at a later date you wish to proceed with dismissal then you and the company will need to start the progressive discipline process from the beginning.

As noted earlier in this manual, job descriptions and alignment reviews must be kept up to date in order to initiate disciplinary procedures. Not having these in place can delay matters significantly.

Just Cause

The only time an employee can be legally dismissed without a “progressive discipline” process is when their actions constitute “Just Cause”. *Just Cause* is a legal term that means an employer is justified in terminating an employee “*without providing reasonable notice*”. Just Cause usually includes such things as theft, insubordination, absenteeism, harassment etc., and as you can imagine Just Cause dismissals frequently end up in court. Unfortunately, there is no definitive “list of things” that qualify as Just Cause and such a finding ends up being determined by a judge rather than an employer in the end.

Terminating Staff

If we do decide to proceed with a dismissal (post probationary period), we also need to consider something called “Wallace Damages” which refer to a recent, precedent-setting court case and has to do with the WAY an employee is let go.

This quote, from a recent document written by The Generic Company Solutions’ HR lawyer underlines the increased importance of this stage of the dismissal process:

“The fundamental principles established by the *Wallace* case have been eagerly adopted in Canadian Courts which, in turn, has led to the expansive and dramatic development of rights for wrongfully dismissed employees, which had not previously existed. In some instances, it has been described as a “legal revolution” and, therefore, employers who wittingly, or unwittingly, engage in either bad faith, or unfair conduct, leading up to, or during, the termination exercise, will do so at their considerable financial peril.”

To mitigate this part of the risk, the whole process of dismissal, before, during and even *after*, has to be handled in a sensitive and supportive manner, providing the employee as much help in transitioning to new employment as possible.

In order to terminate someone for *performance* reasons, you must have followed the procedure of having an up-to-date job description, alignment review and corrective discipline.

When it becomes necessary to let someone go for performance related issues, we must give them as much notice as possible. We must also provide them with a letter explaining what will happen with regard to their pay and benefits coverage. Lastly, HR must be prepared, within reason, to help the person to find new employment.

Exit interviews

Exit interviews are used when an employee gives the employer notice that they are leaving the company i.e. a resignation. They are a kind of assessment tool to tell the company what it did right or might do better. We do not normally do exit interviews at The Generic Company.

Redundancy

Redundancy is the degree to which job duties can be fulfilled by more than one member of your staff. It is a measure of the health of your department in that you are able to maintain production and meet delivery commitments even when one or more of your staff are on leave, resign or are let go.

There are two significant forces at play with regard to this issue. One is demographics and the other is economics.

Due to the dramatic shrinking of the labour pool which started in 2005 and will continue well into the next decade, employees are far more ready, willing and able to leave for another employer. Values have shifted significantly due to this shortage but also due to generational differences. This is a significant issue in all countries in the developed world.

Meanwhile, the economic downturn that began in 2008 has had the opposite effect. With so many layoffs, employees are now more inclined to “hunker down” and do whatever it takes to keep the job they have. Again, this is an issue in all countries in the developed world.

The mistake to make here is to imagine that these issues are evenly spread throughout all geographic regions and industry sectors. They are not. There is a vast difference in some cases so employees willing to “go where the work is” are still a vulnerability for the company.

The way to address this new reality is to add a third “R” to the HR mix. Along with *Recruitment & Retention*, your job as a manager is also to ensure *Redundancy*. You will need to manage your resources so that any employee can be replaced. You must ensure you have some degree of redundancy in your department. How you do that will vary depending on the nature of your department, and the skill sets of your staff. The ability to lose one or two of your staff and continue departmental operations is a management requirement.

Appendices

1. Sample job descriptions

2. Sample letters of offer

3. How To Process Contracts

Job Description – Sample One

Position: Systems Analyst

Department: Business Management

Reports To: Vice President Of Business Management

Project Requirements Definition

- Define system requirements and specifications, or for more complex applications, prepare requirements documentation in a manner that will facilitate subsequent analysis and planning by technical departments.
- Utilize the use case scenario approach to requirements gathering and definition when appropriate, preparing these so that they can be adapted for quality control testing purposes.
- Facilitate requirements gathering sessions, utilizing a variety of business process and data modeling techniques to discover business, user and functional processes and issues.
- Prepares and reviews project proposals and project documentation including business requirements
- Completes technical studies and works with Software Development and Graphic Design managers to prepare cost/time estimates.
- Reviews project specifications to ensure they meet business goals and customer requirements.
- Prepare requirements documents so they communicate in clear language as appropriate for both business and technical audiences. Circulate draft documents for client and internal input, and update accordingly.

In addition to the above, the role will require the ability to perform the following:

Business Research & Analysis

- Perform research and analysis on specific business issues as required
- Deliver recommendations to VP Business Management
- Deliver options and recommendations at the executive level
- Facilitate or assist implementation of subsequent decisions
- Under the direction of the VP Business Management, write proposals in response to specific bid opportunities.

- Assist with development and submission of Request For Proposal responses
- Assist with budget preparation, analysis and monitoring.
- Assist in other related tasks as per the request of the VP Business Management

Other Duties As Assigned

Working Relationships

- Frequently work with members of the executive team and department managers
- Daily work with technical and administrative staff
- No direct reports

Qualifications:

- 3-5 years' experience in a systems analyst role, preferably in the private sector
- Demonstrated experience defining business and system requirements and specifications; business process, data and workflow modeling; context, use case and entity relationship diagrams
- Practical experience and working knowledge of MS Office Suite including Word, Excel, PowerPoint
- Superior abilities in management, leadership and negotiation
- Superior abilities in influence management
- Ability to identify and nurture key internal and external relationships
- Outstanding verbal and written communication skills

Job Description – Sample Two

Position: Vice President Of Business Management

Reports to: CEO

Role: Working closely with the executive team the Vice President Of Business Management is responsible for facilitating and coordinating all aspects of the business relationship between The Generic Company Solutions and its clients and contractors. This involves participation in a variety of forms in all stages of the business relationship from introductory meetings through to work completion and final payment.

Responsibilities:

Note: the level of activity in each of the following areas varies considerably over the course of a year.

40% Facilitating Service Intakes & On-going Client Management

- Ensuring quality deliverables as per contract
- Negotiating pricing and delivery and payment schedules
- Facilitating and negotiating contract change management
- Drafting quotes for projects under discussion
- Participating in initial prospect meetings
- Delivering demonstrations to interested prospects
- Facilitating requirements definition with our Business Analyst
- Drafting executive summary proposals for prospects
- Drafting project charters and legal agreements
- Participate in technology solutions identification process
- Maintaining healthy client relationships

20% Return On Investment, Budget and Finance Oversight

- Monthly reviews of project budgets
- Track expenditures against contracted agreements
- Invoice approvals based on project status
- Creating budgets for new projects
- Analysis and determination of production prices
- Participate and approve costs related to unplanned initiatives
- Participate in budget and pricing decisions related to new product offerings
- Participate in staff timesheet recording decisions

20% Business & Sub-Contract Management

- Participate in strategic business and contract planning and management

- Contract compliance management
- Analysing business or project change impacts
- Supporting project/production team members with business decisions. These include content, video, design, development, business analyst and product department staff.
- Participating in staff/contractor management issues as required
- Writing agreements for sub-contractors
- Drafting addendums to existing contracts

15% Drafting and Submitting Request For Proposal Responses

- Selecting which RFPs to respond to from those submitted by executive and management team
- Managing relationships when partnering on RFPs
- Researching and collecting required information
- Writing responses
- Submitting responses

5% General Legal

- Submitting copyright and trademark applications
- Drafting partnership agreements
- Drafting non-disclosure agreements
- Drafting service level agreements

Other Duties As Assigned

Working Relationships

- Work closely on a daily basis with CEO and VP of Business Development during initial and critical business stages
- Work closely on a daily basis with Production Department Manager at all stages of business
- Work closely on a regular basis with Publishers at all stages of business
- Work closely on a regular basis with Finance Controller at all stages of business
- Work closely with Manger of Products department at initial stages of business
- Work with VP of Operations & Human Resources as needed
- Occasional direct work with staff
- No direct reports

Qualifications:

- Superior abilities in management, leadership and negotiation
- Superior abilities in influence management
- Ability to identify and nurture key internal and external relationships

- Ability to maintain standards and schedules while maintaining positive relationships
- Outstanding verbal and written communication skills
- Ability to develop and execute personal learning agenda regarding industry and company knowledge
- Available for evening and weekend work as required
- Available for limited amount of travel

Letter Of Offer – Sample One

April 22, 2009
Private & Confidential

Ms. Jane Smith:

We are pleased to offer you the temporary position of Acting Vice President Of Business Management with The Generic Company.

This position, which covers for the maternity leave of the Vice President Of Business Management, is in effect between June 1st, 2011 and May 31st, 2012. An extension may be negotiated during this time. Your current position will be filled by another full time employee during this period. Their letter of offer will specify the same terms in relation to end dates. At the end of this period, assuming the current vice president returns to her position at that time, The Generic Company will accommodate your return to your current position or one of a similar nature.

During this period, your salary will be \$xx,000.00 per year and include two weeks vacation. Your annual salary will return to its current value when this period ends.

There will be a three month probationary period during which, if this arrangement is found to be unsuitable, The Generic Company will accommodate your return to your previous position, salary and benefits or one of a similar nature.

Kind regards

Rick Bateman (etc)

Accept Job Offer

By signing and dating this letter below, I, Jane Smith, accept this job offer of Acting Vice President Of Business Management, per the terms outlined above, with The Generic Company.

Signature: _____ Date: _____

Letter Of Offer – Sample Two

May 26, 2010
Private & Confidential

Mr. Alex Jones:

We are pleased to offer you the position of Content Coordinator with The Generic Company.

Your salary will be \$xx,000 per year, effective Monday, June 1st. From June 1st to July 3rd you will work three days per week and your pay will be adjusted accordingly during that time. As of Monday July 6th you will begin a normal five day work week at full pay. Future salary reviews will be based on merit or changes to your duties.

A probation period will apply for the first three months of employment to assess and confirm suitability for the position. The Generic Company will provide guidance, feedback and any necessary support to you during this time. Both parties will promptly discuss any difficulties that arise, and the employer will appropriately warn the employee if they are contemplating termination.

You total remuneration includes two weeks vacation and a medical, dental and insurance benefits package. You are provided paid sick leave accumulated at a half a day per month to a maximum of six days per year. Further details regarding other types of leaves etc. are detailed in our Employee Handbook which you will be provided with on your first day.

Kind regards,

Rick Bateman
Vice President, Human Resources & Operations
rick@TheGenericCompany.com

Accept Job Offer

By signing and dating this letter below, I, Alex Jones accept this job offer of Content Coordinator, per the terms outlined above, with The Generic Company.

Signature: _____ Date: _____

Working With Contractors

As a manager, from time to time you may also need to hire a contractor. If the contractor is *project* related, then your request needs to be directed to the Vice President Of Business Management who oversees project related contracting. They will provide you with a “fill in the blanks” template to be filled out. You will need to get a *contract number* from the Finance Administrator. The Business Management VP will need to sign two copies of the completed contract and then the contractor needs to sign them. Finally, give one copy of the signed contract to Leona for budget recording and filing.

The procedure for contracting someone for *non-project* related work is identical except that it is handled by the VP of HR instead of Business Management.