

Employment Law Corner

Monthly Report



FOLEY & FOLEY^{PC}
ATTORNEYS AT LAW

October 2023

October Updates

[We Need to Talk About Workplace Violence, Still](#)

[You Oughta Know: The Pregnant Workers Fairness Act Breakdown](#)

Employment Contracts Large and Not So Large

If you are a fan of professional sports, you have regularly heard discussion on the news and talk shows about player contracts. Fans frequently call, text or tweet radio and television stations to argue why their team should or should not sign or resign a particular player. Most fans don't care what the contracts say if their favorite players stay with or join their favorite teams, but perhaps they would find the details instructive.

You don't have to be the owner of a professional sports team to have employment contracts, and the contracts negotiated and signed by professional athletes contain many of the same terms and conditions as contracts that employers create with their key employees. You might be surprised to learn that the negotiations between your favorite teams and your favorite athletes to be instructive for your own negotiations.

Here are some similarities between the contracts that athletes and their teams negotiate and those that other employees and employers negotiate:

Duration: This is the length of the contract. Also known as the "term" of the agreement. Both parties want to establish a term that ensures employment for an optimal time period, while maintaining proper flexibility to end the arrangement in the event of change of circumstances. Employment contracts need to properly spell out the term and build in the necessary flexibilities.

Salary/Wages: This is the base amount of money that the athlete will receive for playing for the team or organization or that the employee will receive as compensation for the work performed for the employer. There are many rules and regulations (federal, state, and local laws and sometimes contract rules) that control the payment of a salary and wages. The employment contract must properly address those rules and regulations for a salary or wages to make the contract legal and enforceable.

Performance incentives or bonuses: These are additional payments that the athlete or employee may receive for achieving certain goals, such as scoring a certain number of points, making a certain number of sales, or having otherwise exceptional performance. Employment contracts must fully and clearly specify the accomplishments that must be achieved for the athlete or employee to earn the bonus.

No Restrictive Covenants: Employers often include non-competition provisions, nondisclosure agreements and non-solicitation provisions in employment agreements. While most professional athletes do not have these provisions in their contracts due to free agency, some athletes with enough bargaining power negotiate a no-trade clause in their contract. Those clauses are a form of restrictive covenant. Regardless of the nature of the covenant, be aware that there are many federal, state, and local rules that limit the scope and terms of these covenants*.

So, this weekend when you are watching your favorite team or athletes, you may feel a bit more of a connection with them knowing that your contract is much the same as theirs, except for a few zeros!

At Foley & Foley, PC, we regularly prepare, negotiate, and enforce employment contracts for our clients. We do not recommend you use the internet or copy another contract, given the pitfalls in place in your state. If you need assistance with an employment contract, we can help.

*We offer a **fixed fee service** to review your contracts and policies to ensure they are in compliance.

Who We Are

We want to **introduce ourselves** to those we have not met:

- We represent employers exclusively from coast to coast in all facets of employment law and litigation. Our mission is solving problems and anticipating issues so you can concentrate on your business.
- We are constantly searching for trends and upcoming issues in the law that will impact our clients. We want our clients to be informed and ready. Our familiarity with the workplace and our approach sets us apart from other law firms, making us well equipped to handle your unique needs.
- We are not like other firms: Anyone can tell you what the law states and its limits. That's easy. We find creative solutions within those restrictions that move your business forward. We seek to minimize your risk so you can get back to business. Learn how we can help your business: **Foley & Foley PC attorneys specializes in Employment and Labor Law in the Public and Private Sectors (foleylawpractice.com)**

Contact Us



www.foleylawpractice.com

info@foleylawpractice.com

(844) 204-0505



Attorney Tim Kenneally has practiced law with Foley & Foley PC since 2008 and has been a litigator his entire career. Attorney Kenneally's practice involves the representation of clients in matters involving employment and labor law, data security/personal information protection, insurance, contracts, and litigation.

For more info, check out his full bio **here** or email **Tim@foleylawpractice.com** for more information!