Employment Law for Veterinary Professionals

Owners, Associates & Locums

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VETERINARY DIAGNOSTICS

Panorama Law Group

Congratulations! You're Now a Clinic Owner!



The Employment Journey





1 Open or Buy a Clinic



You become a clinic owner.

2 Identify Hiring Needs



Who do you need on your team?

3 Create a Job Posting



Pay transparency, duties, qualifications.

4 Interview & Hire



Ask the right questions.

5 Set the Relationship



Employee, contractor, associate or locum?

6 Employment Agreement



Compensation, hours, duties, restrictions.

7 Manage the Workplace



Scheduling, standards, acommodation, complaints.

8 Changes, Departure & Coverage



Termination, resignation, disputes, locums.

The legal issues begin long before a dispute arises.

Today’s Topics

01

Understanding the Working Relationship

02

Employment Contracts

03

Employment Standards & Workplace Rights

04

Human Rights & Workplace Harassment

05

Termination, Resignation & Disputes

06

Locum-Specific Legal Issues

TOPIC 01

Understanding the Working Relationship

Different types of working relationships

EMPLOYEE VETERINARIAN

Works under an employment arrangement

INDEPENDENT CONTRACTOR

Operates a business providing veterinary services

LOCUM VETERINARIAN

Provides temporary relief coverage; may be an employee or contractor

Employment Status: Labels Are Not Decisive

What the Agreement Says

“The Veterinarian is an Independent Contractor.”

What Actually Happens

How the Veterinarian works, operates and interacts with the clinic

The legal relationship depends on the totality of the circumstances – not simply the contractual label.

Why Classification Matters: Legal and Financial Consequences

For employees, the clinic owners/employers:

- Have liability for payroll deductions, employer contributions,
- Pay stubs
- Record keeping obligations
- Common law termination liabilities
- Tax and other consequences of misclassification

For independent contractors:

- Termination rights may arise under the services contract or applicable common law
- Responsible for taxes and business expenses
- Responsible for business record keeping
- Benefits are generally not provided by the clinic

There are legal and financial consequences depending on the label.

Employee vs. Independent Contractor Test

- Control
- Equipment
- Financial risk
- Opportunity for profit
- Integration
- Exclusivity

Employee vs. Independent Contractor Test

Factors	More indicative of an employee	More indicative of an independent contractor
Control	The clinic sets the veterinarian's shifts, requires attendance at staff meetings and approves time off.	The veterinarian negotiates their availability, can decline assignments and determines which clinics to work at.
Equipment and Tools	The clinic supplies examination rooms, surgical equipment, diagnostic tools, medications and support staff.	A mobile veterinarian supplies their own vehicle, portable ultrasound, instruments and other equipment.
Financial Risk	The veterinarian receives a guaranteed salary regardless of clinic revenue and does not pay operating expenses.	The veterinarian pays their own business expenses, bears cancellation costs and risks losing money on assignments.
Opportunity for profit	Earnings are determined primarily by salary, scheduled hours or a fixed production percentage.	The veterinarian negotiates rates, serves multiple clinics and can increase profit by managing expenses and operating efficiently.
Integration	The veterinarian appears on the clinic's staff website, participates in regular team meetings and is treated as part of the permanent team.	The veterinarian operates an independent relief practice, advertises their services and attends clinics only for specific assignments.
Exclusivity	The veterinarian works exclusively for one clinic and requires permission to work elsewhere.	The veterinarian provides relief services to several unrelated clinics and is free to accept or decline engagements.

No single factor determines the outcome; consider the whole relationship.

Common Misconceptions

The vet is a locum working temporarily?

The agreement says the vet is an independent contractor?

The vet invoices the clinic through a corporation?

The vet works at several clinics?

The vet receives production-based compensation?

Summary

Employee Vet	Independent Contractor Vet	Locum Veterinarian
Works under an employment contract	Provides services as an independent business	Provides temporary or relief coverage
May receive salary, production-based compensation or both	Generally invoices the clinic for services	May receive hourly, daily or production-based compensation
Clinic generally controls scheduling and workplace arrangements	Greater independence in operating their business	Arrangement depends on the terms and actual relationship
May receive employee benefits	Generally responsible for own business expenses and benefits	May be an employee or independent contractor

Special considerations: Vets and the ESA

BC EMPLOYMENT STANDARDS REGULATION

Section 31(o): practising registered veterinarians are exempt from the ESA.

Employee status and ESA coverage are separate questions.

Other veterinary clinic employees may still be covered.

Case Study | Employee or Independent Contractor?

Dr. Smith is incorporated, invoices monthly and is described as a contractor.

- Clinic sets her shifts
- Works exclusively at one clinic
- Uses clinic equipment, medication and staff
- Receives 25% of production
- Has little financial risk

TOPIC 02

Employment & Associate Contracts

Why Written Contracts Matter

Establish the rights and obligations of both parties

Clarify expectations regarding duties, compensation and scheduling

Protect the business and the veterinarian

Reduce uncertainty and prevent disputes

Establish what happens when the relationship ends

Example: A $150,000 associate is hired without a written agreement. What happens when the relationship ends?

Employee Contracts

- Flow from employees' agreement to perform work for remuneration
- Can be verbal or written
- **Written employment contracts are highly recommended**

Advantages of a written contract:

- Reduce risk of misunderstandings
- Potential conflicts addressed at start
- Less uncertainty
- Parties more likely to work together and compromise

Consider essential elements of a contract

Essential terms in a contract

- Role, duties, location and hours
- Salary, production, bonuses and pay frequency
- Vacation, education and professional dues
- Probation, duration and termination
- Confidentiality and restrictive covenants
- Insurance and other benefits

Express vs. Implied Terms

Express terms are specifically agreed to (in writing or verbally) and include terms like: compensation, duties, scheduling and restrictions

Implied terms may arise from law or the circumstances of the employment relationship, including duties of loyalty, honesty and reasonable notice

Not every obligation in an employment relationship has to be expressly written into the contract

Compensation Structures

Compensation Model	How it works	Potential Concern
Salary	Fixed annual or periodic amount	Expectations regarding hours and additional shifts
Hourly or daily	Payment based on time worked	Guaranteed hours, cancellations and overtime provisions
Production Based	Percentage of defined professional revenue	Deductions, calculation methods and fluctuations
Hybrid	Base salary plus production or bonus	Reconciliation, negative accrual and entitlement to additional compensation

EXAMPLE • 22% PRODUCTION COMPENSATION



Same 22% rate · $2,640 difference in monthly compensation

Scheduling, hours, other benefits

- Regular shifts and expected weekly hours
- Weekend, evening, holiday and emergency coverage
- On-call requirements and additional shifts
- Vacation and time-off entitlements
- Continuing education allowances and paid educational leave
- Professional dues, licensing and insurance
- Changes to schedules and locations

Restrictive Covenants

Non-competition:
Limits work at a competing practice

Client non-solicitation:
Restricts active approaches to clinic clients

Employee non-solicitation:
Restricts recruiting clinic staff

Confidentiality:
Protects defined confidential information

Are they enforceable? Scope, duration, clarity and legitimate business interests matter.

Confidentiality and Client relationships

- **Protecting client lists, pricing and business information**
- **Confidentiality obligations during and after the relationship**
- **Use of clinic information for personal or competing business purposes**
- **Client communications when an associate leaves**
- **Confidentiality versus non-solicitation**

Example: Can a departing associate export the clinic client list to advertise a new job?

Termination Clauses and Notice

- Without-cause termination
- Termination for just cause
- Contractual notice and common-law reasonable notice
- Employee resignation obligations
- Fixed-term versus indefinite agreements
- Outstanding compensation after termination

Red Flags before signing

- Unclear compensation formulas or deductions
- Broad non-compete or non-solicitation restrictions
- One-sided termination provisions
- Unilateral rights to change compensation or schedules
- Undefined expectations for emergency or on-call work
- Unclear vacation, leave and benefits entitlements
- Signing-bonus repayment or training-cost clawbacks
- No access to production reports or reconciliations
- Unclear liability for insurance, complaints or expenses
- No provision for outstanding compensation after departure

Case Study | The Veterinary Contract

DR. PATEL'S NEW EMPLOYMENT AGREEMENT

- $140,000 salary or 22% production
- Clinic can change the formula
- Evenings/weekends as required
- 15 km non-compete for 2 years
- $20,000 bonus repayable within 3 years
- 30 days' termination notice
- No outstanding production pay on departure

CASE STUDY • Which terms should Dr. Patel negotiate?

TOPIC 03

Employment Standards & Workplace Rights

Professional exemption • minimum standards • averaging

The ESA: Who Is Covered?

Clinic position	General ESA treatment
Associate veterinarian practising veterinary medicine	Exempt
Veterinarian employed as a locum and practising veterinary medicine	Exempt
Registered Veterinary technologist (RVT)	Generally covered
Vet assistant	Generally covered
Receptionist/ Customer service representative	Generally covered
Practice Manager	Generally covered, but may qualify for specific managerial exemption

Being employed by a clinic does not necessarily mean the ESA applies.

Veterinarians: the Professional Exemption

SECTION 31(o) • EMPLOYMENT STANDARDS REGULATION

Practising registered veterinarians are exempt from the ESA.

- May still be employees
- Contractual and common-law rights may remain
- Benefits and extra pay can be negotiated
- Clinic staff may be subject to different ESA rules

Minimum Employment Standards for Clinic Staff

$18.25

Minimum hourly wage

June 1, 2026

8 / 12 hrs

Daily overtime thresholds

1.5× / 2×

30 min

Meal break

After 5 consecutive hrs

2 / 3 weeks

Annual vacation

After 1 / 5 years

4% / 6%

Vacation pay

Before / after 5 years

5 days

Paid sick leave

After 90 days

40 hrs

Weekly overtime threshold

Subject to rules

PAYROLL

Statements, records and deductions

ESA-covered staff

Overtime and averaging agreements

EXAMPLE • RVT SCHEDULE

MON	TUE	WED	THU
10 hrs	10 hrs	10 hrs	10 hrs

WITHOUT VALID AVERAGING AGREEMENT

8 overtime hours

WITH VALID AVERAGING AGREEMENT

0 overtime hours

Averaging agreements must satisfy statutory formalities; unscheduled hours can still attract overtime.

Leaves of Absence and Workplace Rights

- Illness or injury
- Maternity and parental leave
- Family responsibility
- Compassionate care
- Critical illness or injury
- Serious personal illness or injury

Common Employment Standards Mistakes

- **Unpaid overtime**
- **Invalid averaging agreements**
- **Unpaid working lunches**
- **Incorrect professional exemption assumptions**
- **Improper handling of statutory leave**

CASE STUDY • RVTs routinely work 12-hour shifts without averaging agreements.

TOPIC 04

Human Rights & Workplace Harassment

Discrimination • Accommodation • Harassment



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Human Rights in the Workplace

- Race, ancestry, colour and origin
- Sex, pregnancy and sexual orientation
- Gender identity or expression
- Physical or mental disability
- Family and marital status
- Religion and political belief
- Age and other protected grounds

What constitutes discrimination?

A complainant generally must establish three elements:

- Protected characteristic
  - The individual has a characteristic protected under the Human Rights Code
- Adverse impact
  - The individual experiences a negative effect relation to employment
- Connection
  - The protected characteristic was a factor in the adverse impact

The duty to accommodate

01 **Identify the barrier or restriction**

02 **Obtain necessary information**

03 **Explore reasonable options**

04 **Implement accommodation**

05 **Monitor and revisit**

Duty to accommodate: up to the point of undue hardship.

Accommodation in Veterinary practices

Protected ground	Veterinary example	Issue to consider
Pregnancy	Veterinarian requests to stop performing radiographs or handling certain anesthetic agents	Can duties be safely modified?
Physical disability	Associate develops a back injury and cannot lift large animals	Can lifting assistance or alternate duties be arranged?
Mental disability	RVT requires a gradual return after medical leave	Can hours or duties be temporarily adjusted?
Family status	Veterinarian cannot work certain evening shifts due to significant childcare obligations	Is scheduling accommodation required?
Religion	Employee cannot work certain hours due to religious observance	Can shifts be adjusted?

Workplace Bullying & Harassment

Human Rights Code	WorkSafeBC
Addresses discrimination connected to protected grounds	Addresses workplace bullying and harassment more broadly
Examples: racial harassment, sexual harassment, disability-related comments	Examples: intimidation, humiliation, verbal abuse and personal attacks
Complaints may proceed before the BC Human Rights Tribunal	Employers must implement prevention, reporting and investigation procedures
May result in compensation and other remedies	May result in occupational health and safety enforcement and related consequences

WorkSafeBC harassment protections are broader than Human Rights Code discrimination.

Responding to Complaints & Conducting Investigations

01 Take the complaint seriously

02 Choose a fair and appropriate process

03 Interview, gather and assess evidence

04 Reach findings and take action

05 Document and follow up

CASE STUDY • An RVT complains about repeated humiliation by a senior associate.

Human Rights Complaints: Process, Remedies & Takeaways

01
Complaint filed

02
Screening and notice

03
Response / mediation

04
Disclosure / applications

05
Hearing and decision

Case Study: A pregnant associate’s shifts and compensation are reduced.

TOPIC 05

Termination, Resignation & Disputes

Notice • Dismissal • Resignation

How can the employment relationship end?

Type	What it means
Termination without cause	Employer ends the relationship without alleging misconduct sufficient to justify summary dismissal
Termination for just cause	Employer ends employment because of sufficiently serious misconduct or other conduct amounting to cause
Resignation	Employee voluntarily ends the employment relationship
Constructive dismissal	Employer fundamentally breaches the employment contract or demonstrates an intention no longer to be bound by it
Expiry of fixed-term agreement	Employment concludes at the end of an agreed period, subject to the contract and surrounding circumstances

Termination Without Cause: Notice and Severance

ESA Notice:

Statutory minimums for employees covered under the Act

Contractual/ Common-Law Notice:

Notice or compensation required under an enforceable agreement, or reasonable notice at common law if not validly displaced

How is Reasonable Notice Calculated?

Length of service
An associate who has worked at the same clinic for 12 years

Age
A 58-year-old veterinarian may face different re-employment circumstances than a 28-year-old

Character of employment
A senior veterinarian with management responsibilities versus a junior associate

Availability of comparable employment
Whether similar positions are available locally, considering experience, specialization and compensation

The Bardal factors are assessed together. There is no fixed “one month per year” rule.

Which veterinarian may be entitled to a longer notice period?

Dr. A

- 35 years old
- 10 years of service
- Works in Vancouver
- General practice

Dr. B

- 58 years old
- 5 years of service
- Works in a small community
- Specialized practice

Termination for Just Cause

- **Theft, fraud or serious dishonesty**
- **Serious insubordination**
- **Workplace violence or harassment**
- **Serious breaches of confidentiality**
- **Repeated misconduct despite appropriate warnings**
- **Other conduct fundamentally incompatible with continued employment**

Not every mistake or performance problem is just cause. The assessment is contextual.

Termination for Just Cause

Conduct	Potential legal issue
Associate makes a clinical error	A mistake alone does not necessarily establish just cause; seriousness and circumstances matter
Veterinarian repeatedly arrives late despite warnings	Repeated misconduct may support escalating discipline
Associate falsifies patient treatment records	Potentially serious dishonesty, assessed contextually
Veterinarian repeatedly makes inappropriate comments toward RVTs	May justify discipline or dismissal depending on findings and severity
Associate refuses to follow an administrative scheduling policy	Must consider the reason for refusal, the policy and surrounding circumstances

CASE STUDY • A serious clinical error leads to immediate dismissal. Is there just cause?

Constructive Dismissal

- **Significant reduction in compensation**
- **Major reduction in hours**
- **Substantial change in duties**
- **Unreasonable relocation or new shift pattern**
- **Conduct repudiating the contract**

An employer’s unilateral change can sometimes amount to constructive dismissal.

Employee Resignation and Notice Obligations

What happens when an associate veterinarian resigns?

1. Review the contractual resignation provision.
2. Determine the required notice period.
3. Provide clear written notice of resignation.
4. Continue fulfilling employment obligations during the notice period.
5. Avoid soliciting clients or employees in breach of enforceable obligations.
6. Arrange for the return of property and confidential information.
7. Consider the consequences of leaving without sufficient notice.

Compensation, Bonuses & Other Termination Issues

- Unpaid salary or wages
- Outstanding production compensation
- Bonuses and incentives
- Compensation during notice
- Repayment and clawback provisions
- Duty to mitigate

Case Study | The Departing Associate

Dr. Patel · 6 years of service · $140,000 salary + production bonus

- 60-day contractual notice
- 12-month client non-solicitation
- $15,000 signing-bonus clawback within 3 years
- Dr. Patel gives just 2 weeks of notice
- Clinic withholds $12,000 production bonus
- Clinic threatens to block her competing job

CASE STUDY • Which demands can the clinic lawfully make?

Practical Termination Checklist

1. Confirm whether the individual is an employee or independent contractor.
2. Review the contract and any amendments.
3. Determine whether the termination is for cause or without cause.
4. Assess the enforceability of the termination provisions.
5. Calculate outstanding salary, production compensation, bonuses and benefits.
6. Consider discrimination, accommodation, protected leaves and potential retaliation.
7. Determine the appropriate notice or compensation.
8. Prepare a termination letter and any proposed release.
9. Arrange return of equipment, access credentials and confidential information.
10. Plan an orderly transfer of duties and outstanding work.
11. Document the decision and communicate it professionally.

TOPIC 06

Locum-Specific Legal Issues

Fixed terms • Compensation • Insurance • Cancellation

What Makes a Locum Arrangement Different?

- Vacation or parental-leave coverage
- Unexpected illness or staff vacancies
- Seasonal demand and emergency coverage
- Fixed-term or shift-by-shift arrangements
- Compensation and cancellation certainty
- Scheduling flexibility

Essential Terms of a Locum Agreement

ASSIGNMENT DETAILS
Dates, locations, shifts, on-call duties

COMPENSATION & EXPENSES
Rates, payments, travel and lodging

CANCELLATION & TERMINATION
Notice, fees, illness and emergencies

PROTECTION & RESPONSIBILITIES
Insurance, indemnities and confidentiality

Compensation: Daily Rates, Minimums & Expenses

Compensation provision	What should be clarified?
Hourly rate	Minimum hours, overtime rates and payment for additional work
Daily rate	What constitutes a full day and whether the amount is guaranteed
Production-based compensation	Revenue calculation, deductions and minimum guarantees
Travel expenses	Mileage, flights, vehicle rental and reimbursement limits
Accommodation	Who books and pays, including non-refundable costs
Payment terms	Invoicing, deadlines, late payments and outstanding compensation

Cancellation and Early Termination

1. Is there a binding agreement?
2. Is the assignment for a fixed term or individual confirmed shifts?
3. Does the agreement permit early cancellation?
4. What notice must be given?
5. Are cancellation fees or guaranteed payments specified?
6. What financial losses result from cancellation?
7. Could the affected party reasonably reduce those losses?

Without clear cancellation terms, ordinary contract principles determine the consequences.

Cancellation and Early Termination

Arrangement	Possible cancellation provision
Individual shifts	Cancellation without charge if sufficient advance notice is given
Short-term assignment	Cancellation fee if confirmed shifts are cancelled on short notice
Longer fixed-term engagement	Early termination on agreed notice or payment
Travel assignment	Reimbursement of non-refundable expenses plus any agreed cancellation amount
Locum illness or emergency	Notification requirements and clearly defined consequences

Liability, Insurance & Working Conditions

Before accepting a locum assignment, clarify:

- Who is responsible for professional liability insurance?
- Does the clinic's insurance cover the locum personally?
- Is the locum required to maintain separate coverage?
- Who is responsible for damage to equipment?
- What support staff and equipment will be available?
- What happens if the locum is asked to perform duties outside the agreed scope?
- Are there indemnification provisions?

Restrictive Covenants & Multiple Engagements

- **Working at nearby clinics**
- **Accepting assignments in a defined area**
- **Soliciting clients or employees**
- **Providing services to other practices**
- **Using confidential information**

EXAMPLE • **Two-week Langley assignment; a 15 km restriction lasts 12 months.**

Case Study | The Cancelled Locum

Dr. Singh · 4 weeks · $1,200/day · 5 days/week

- Assignment confirmed by email
- Declines another 4-week assignment
- Books $800 non-refundable travel
- Arranges accommodation
- Regular associate returns early
- Clinic cancels 5 days before the start

CASE STUDY • What compensation or expenses might be recoverable?

Checklist

1. Confirm the legal parties and whether the locum is engaged as an employee or contractor.
2. Specify the assignment dates, locations and expected working hours.
3. Define the hourly, daily or production-based compensation.
4. Identify any guaranteed minimum shifts or payments.
5. Clarify overtime or additional-shift compensation.
6. Set payment deadlines and invoice requirements.
7. Address travel, accommodation and reimbursement of expenses.
8. Include a clear cancellation and early-termination provision.
9. Address illness, emergencies and inability to provide coverage.
10. Verify professional liability insurance coverage.
11. Define responsibility for equipment and other liabilities.
12. Confirm staffing, equipment and clinical support arrangements.
13. Review confidentiality, non-solicitation and non-compete provisions.
14. Confirm how outstanding payments and disputes will be handled.

Questions & Answers

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