

THIS AGREEMENT dated for reference this _____ day of _____, 20____.

BETWEEN:

The LAKE COWICHAN FIRST NATION, a "band" within the meaning of the *Indian Act*, R.S.C. 1985, Chapter I-5, with an office at 313a Deer Road, Lake Cowichan, BC V0R 2G0

(“LCFN”)

AND:

[name of employee], who resides at [address, city, BC, postal code]

(“Employee”)

WHEREAS:

- A. LCFN wishes to hire a [insert job title] to manage [insert program area].
- B. The Employee wishes to become the [insert job title] for LCFN.
- C. LCFN wishes to retain the services of and [insert name] has agreed to provides services on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

APPOINTMENT

- 1. It is a condition precedent to LCFN’s obligations under this Agreement that the Employee undergo a criminal record check, the results of which are satisfactory to the Chief and Council of LCFN (the “Council”), by [insert deadline], or this Agreement shall terminate, and neither party shall be required to perform any other obligations under this Agreement.
- 2. As the condition precedent in section 1 is for the sole benefit LCFN, LCFN may waive this condition or declare it fulfilled by giving written notice to [insert name] by [insert deadline].
- 3. LCFN appoints the Employee, and the Employee accepts the appointment, as [insert job title], effective [insert start date], on the terms and conditions set out in this Agreement, and in the attached Schedule, which forms part of this Agreement.

TERMS AND CONDITIONS

4. This employment relationship shall be governed by the terms and conditions of the LCFN Personnel Policy (the “Policy”), but where there is a conflict between the Policy and this Agreement, this Agreement shall prevail.

PROBATIONARY PERIOD AND TERM OF AGREEMENT

5. The Employee shall be on probation for the first six months of this Agreement (the “Probationary Period”).
6. LCFN may terminate the Employee’s position at any time during the Probationary Period without cause, as follows:

[for a new employee]

- a) within the first three months, without notice,
- b) after three months of consecutive employment, with two weeks’ notice or pay in lieu of notice; and

[for an existing employee]

- a) as provided in the termination and severance provisions at Part XI of the Policy.

7. If LCFN continues the Employee’s employment after the Probationary Period, then the Employee’s position will be for [an indefinite term OR for a _____ term], commencing on [insert date] [and ending on _____], subject to the Termination and Severance provisions.

TERMINATION AND SEVERANCE

8. Upon mutual agreement, the parties may terminate this Agreement at any time.
9. The Employee may terminate this Agreement at any time, upon providing four weeks’ written notice to LCFN, however LCFN is not obligated to continue the Employee’s employment through the notice period.
10. LCFN may terminate this Agreement at any time, with cause.
11. If LCFN terminates this Agreement for cause, then the Employee will not be provided with notice or severance pay.
12. LCFN may terminate this Agreement at any time, without cause.
13. If LCFN terminates this Agreement without cause, then it shall provide the Employee with notice and, if applicable, severance pay, in accordance with the relevant provisions of the *Canada Labour Code*.

JOB DESCRIPTION

14. LCFN authorizes the Employee to perform, and the Employee agrees to perform all of the duties and responsibilities set out in the job description, which is attached as Schedule “A” and which forms part of this Agreement.
15. The Employee shall perform any other duties as directed by the Council.

HOURS OF WORK AND OVERTIME

16. Subject to the Vacation and Leave provisions of this Agreement, the Employee shall attend to LCFN’s affairs on a full-time, five day per week basis.
17. The parties agree that the [insert job title] is a management position, and therefore the Employee is not entitled to overtime pay.

CONFIDENTIALITY AND CONFLICTS OF INTEREST

18. The Employee shall not disclose the affairs of LCFN to any person, company or firm, directly or indirectly, during or after their employment by LCFN, other than as required in the normal course of employment
19. The Employee shall not use any information gained during the Employee’s employment with LCFN for their own or any other person’s interests, whether or not such interests conflict with those of LCFN, during or after the Employee’s employment by LCFN.
20. During the term of this Agreement, the Employee shall not engage in any other enterprise, occupation or profession without prior authorization from the Council, and shall devote their entire professional energy and effort to the position of [insert job title] for LCFN.
21. During the term of this Agreement, the Employee shall not have any interests in or involvement with any other organization, entity or enterprise that may conflict, directly or indirectly, with the interests of LCFN, without prior authorization from the Council.
22. As a condition of employment, the Employee shall comply with and sign the Policy and all of the required declarations contained therein, including those related to the following:
 - a. Conflict of Interest Policy;
 - b. Whistleblower Policy;
 - c. Oath of Confidentiality;
 - d. Code of Ethics;

- e. Internet and Email Usage Policy; and
 - f. Employment of Family Members Policy.
23. If the Employee is engaged in a duty or responsibility relating to LCFN's financial administration system, the Employee shall, as a condition of Employment,
- a. sign the Declaration of Understanding contained in the Policy; and
 - b. annually thereafter on their anniversary date.

BEST EFFORTS

24. At all times in their capacity as [insert job title], the Employee shall act in a professional manner, and shall put forth their best efforts and abilities.

REMUNERATION AND EMPLOYMENT BENEFITS

25. LCFN shall pay to the Employee a base salary of [\$X] per year.
26. The Employee is entitled to receive benefits as set out in the Policy.

VACATION AND SICK LEAVE

27. During the term of this Agreement, the Employee is entitled to vacation time as follows:
- a) two weeks' vacation, for each of the first two years of employment;
 - b) three weeks' vacation, for each of the third and fourth years of employment; and
 - c) four weeks' vacation after completion of the fifth year of employment, plus an additional half-day of vacation for the sixth and each subsequent year of employment.
28. The Employee is not entitled to take any vacation time during the Probationary Period.
29. The Employee shall request approval to take vacation time from the Administrator at least two weeks in advance of the start date of the requested vacation.
30. If LCFN continues the Employee's employment after the Probationary Period, then the Employee shall be entitled to 1 ¼ days of sick leave per month.

PERFORMANCE REVIEWS

31. LCFN shall review the Employee's job performance at least once per year, on the anniversary date of this Agreement (the "Annual Review").

32. LCFN shall review the Employee's base salary at each Annual Review, but is not obligated to increase the base salary.

TRAINING

33. The Employee may participate in professional development and training courses, at LCFN's expense, provided that LCFN has approved such training, and the courses are relevant to their position as [insert job title].
34. The Employee is entitled to paid leave during their participation in professional development and training courses.

GENERAL

35. Any notice required or permitted under this Agreement is to be in writing and delivered personally to the other party.
36. Time is of the essence in this Agreement.
37. This agreement constitutes the entire agreement between the parties in regards to the employment relationship, and supersedes all previous or collateral understandings, representations, undertakings, statements or other agreements.

DATED this ____ day of [month], 20__.

The Employee

Administrator

SCHEDULE "A" – Job Description