

**EMPLOYMENT AGREEMENT**

Effective Date: November 5<sup>th</sup> 2007

Between:

**Hamlet of Tulita**  
Box 91  
Tulita, NT  
X0E-0K0

-and-

[REDACTED]

CONFIDENTIAL

Whereas the Hamlet and [REDACTED] wish to enter into an employment relationship for their mutual benefit.

Now Therefore This Agreement Witnesseth that in consideration of the mutual covenants and agreements contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties agree as follows:

1. EMPLOYMENT AS SENIOR ADMINISTRATIVE OFFICER.

The Hamlet agrees to employ [REDACTED] in the position of Senior Administrative Officer and [REDACTED] accepts the said position on the terms and conditions set forth in this Agreement.

2. Duration of Employment.

The term of employment for [REDACTED] by the Hamlet as its Senior Administrative Officer shall be for a period commencing November 5, 2007 and expiring on November 5, 2009.

3. Duties and Responsibilities.

The duties and responsibilities to be required of [REDACTED] as Senior Administrative Officer shall be those as described in the Hamlets Act attached hereto as Schedule "A", those as described in the Job Description attached hereto as Schedule "B" and as directed by Council, through the Mayor, from time to time.

4. PROBATION.

The period of probation shall be six months..

5. HOURS OF WORK.

Regular hours of work shall be from 9:00am to 5:00pm Monday through Friday.

6. Salary.

As remuneration for performance of his duties and responsibilities as Senior Administrative Officer, the Hamlet shall pay [REDACTED] a salary beginning at Step 3 of the Hamlet Human Resources Policy with one step increments to be effective on the anniversary date of employment (unless otherwise approved by

council) upon successful completion of a performance appraisal conducted by council.

Failure by council to conduct a performance appraisal within 30 days of anniversary date will be construed as approval for the increment and positive evaluation.

Salary shall be disbursed on a biweekly basis in accordance with the Hamlet of Tulita' regular pay cycles.

7. NORTHERN ALLOWANCE

The Hamlet shall pay [REDACTED] an annual Northern Allowance of \$14,938.00 to be disbursed on a biweekly basis.

8. Compensation for Overtime.

[REDACTED] shall receive 10 days per year in compensation for overtime.

9. Northern Employees Benefits Services.

[REDACTED] will be immediately enrolled into the N.E.B.S. program.

10. R.R.S.P.

The Hamlet of Tulita will match contributions to an RRSP to a maximum of 9 ½ % of gross salary per annum as long as contributions contributed by [REDACTED] from regular earnings under this contract.

11. Vacation Leave.

[REDACTED] will earn Vacation Leave annually as follows;

Year 1            25 Days.

Year 2            25 Days.

[REDACTED] shall receive Two (2) Travel Days once per year in addition to the earned Vacation Leave.

12. Vacation Travel Assistance.

Annual Vacation Travel Assistance shall be \$4500 per annum.

### 13. SICK LEAVE

Sick leave shall be accumulated at a rate of 1-¼ days per month.

Where sick leave will be used for more than three days, [REDACTED] shall furnish Council with a medical certificate stating the expected date of return to work.

Sick leave is accumulated as a privilege and any unused credits shall not be liquidated.

### 14. Special Leave.

[REDACTED] will accumulate ½ days per month to a maximum of 6 days per year. As leave is used, it shall be accumulated back to the maximum.

Special Leave accumulated may be taken upon approval of Council.

Special Leave is accumulated as a privilege and any unused credits shall not be liquidated.

### 15. Severance Pay.

[REDACTED] will be entitled to six weeks pay for each year full year of employment.

### 16. Termination.

- a) The Hamlet may terminate this contract at any time provided that the Hamlet will compensate [REDACTED] the provisions contained in this contract and that the termination is done so in writing and is mutually agreed to by both parties.
- b) The Hamlet and [REDACTED] may terminate this contract at any time without further obligation to each other provided that both parties mutually agree and is done so in writing.

### 17. Amendments to Contract.

Amendments to this contract may be executed only by mutual consent of both parties and such amendments must be so in writing.

## 18. Housing.

The Hamlet will provide housing to [REDACTED] for the term of this contract.

Housing benefits will be as follows;

1. Rent shall be \$750.00 per month and the house shall be furnished.
2. A Damage Deposit of \$500.00 will be paid to the Hamlet to offset any damages that may occur while [REDACTED] is occupying the unit excepting normal wear and tear.
3. The Damage Deposit will be returned to [REDACTED] with interest at the going bank rate for a savings account at the end of this contract provided that the Hamlet has satisfied itself that the unit has incurred no damages excepting normal wear and tear.
4. The Hamlet will provide Fuel and Water but not Electricity.

## 19. RELOCATION IN/OUT

The Hamlet will provide [REDACTED] with relocation in/out at cost.

## 20. RESTRICTION ON OUTSIDE EMPLOYMENT.

[REDACTED] agrees that he will not carry on any business or employment outside of the Hamlet where such involvement may place [REDACTED] in a Conflict of Interest or in a position to use information obtained within the Hamlet to exploit the Hamlet.

[REDACTED] acknowledges that a high level of confidentiality shall be maintained throughout the term of this contract.

## 21. ENTIRE AGREEMENT

This is the entire Agreement between the Hamlet of Tulita and [REDACTED] with respect to the employment of [REDACTED] by the Hamlet of Tulita and supercedes any prior agreements with respect to such employment whether written or oral.

## 22. ENUREMENT

This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective permitted receivers, successors and assigns.

23. AMENDMENTS

Any and all amendments to this agreement shall be done so in writing and must be mutually agreed to by both parties acknowledged under their respective signatories.

24. Effective Date.

This contract will come into force and effect on the 15<sup>th</sup> day of November 2004 provided that both parties have put forth their signatures accepting the terms and conditions contained within this contract.

**For the Hamlet of Tulita**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

It is understood that \_\_\_\_\_ did have the opportunity to seek legal counsel prior to entering into this agreement.

\_\_\_\_\_  
Date