**For Quebec ONLY**

**Notes:**

1. **This is a basic agreement for employees who will be employed on an indeterminate basis (i.e. the end-date is unknown).**
2. **This agreement needs to be tailored to your organization and, if you wish to change or include additional provisions not contemplated herein, you should have the revised document reviewed by HR or legal counsel prior to providing it to your employee for review.**
3. **Input the required information and/or make selection where indicated by yellow highlighting.**
4. **Delete all notes (also highlighted in yellow) throughout this agreement prior to providing to the employee.**

**EMPLOYMENT AGREEMENT**

BETWEEN:

Name of NSF

(the “Employer”)

* and -

Name of employee

(the “Employee”)

**WHEREAS** the Employer and the Employee wish to enter into an agreement pursuant to which the Employee will provide the Employee’s services to the Employer as set out below, and the Employer will hire and retain the services of the Employee to perform the duties and exercise the responsibilities required of the Employee as position title;

**NOW THEREFORE**, in consideration of the premises and mutual covenants and agreements set out below, the parties hereto mutually agree as follows:

1. **Appointment**

The Employer agrees to employ the Employee pursuant to the terms and conditions set out in this Agreement, and the Employee hereby accepts and agrees to such employment.

1. **Position and Duties**

The Employee will be employed in the position of job title and the Employee agrees to perform duties that include, but are not limited to, those set forth in Schedule “A” attached hereto, as amended, and as reasonably requested by the Employer from time to time.

1. **Effective Date**

This agreement and the Employee’s employment hereunder shall commence on start date (the “Effective Date”) and continue thereafter unless terminated in accordance with Sections 4 or 7 of this Agreement. [Note - The Effective Date should be at least 5-7 days following the date the contract is delivered to the Employee.]

1. **Probation**

**NOTE: An employee terminated before three months of continuous employment has no right to a termination indemnity under the Quebec Labour Standards Act. However, according to most case law, he or she would have a right to reasonable notice under the Civil Code of Quebec in the event of termination without serious reason (i.e. like just cause in Ontario). The amount due may be small given the presumably short length of employment. Further, the Courts and, for employees having a valid complaint, the Commission des relations du travail (CNT), retain jurisdiction to determine “reasonable notice” even if the contract sets out a specified amount.**

The Employee shall be on probation for the first six (6) months of the Employee’s employment (the ‘Probationary Period”). The Employer may terminate the Employee’s employment at any time prior to the end of the Probationary Period, with one week’s notice or payment in lieu of notice, in the Employer’s sole discretion if, for example, the Employee’s performance is unsatisfactory or that the Employee is otherwise unsuitable for continued employment. The Employee will also continue to receive all benefits and other statutory entitlements to which the Employee is ordinarily entitled for the period of statutory notice required by *An Act Respecting Labour Standards* (“*ARLS*”) and only for such period.

If the Employee is terminated in accordance with this Section 4, the Employee acknowledges that no further amount of notice or pay in lieu of notice will be payable pursuant to the *ARLS*.

1. **Human Resources Policies**

The Employee agrees to comply with all policies, procedures, rules and regulations (“policies”) applying to the Employee that may reasonably be issued and as amended by the Employer from time to time. The Employee agrees that the introduction, amendment, administration and deletion of all policies are within the sole discretion of the Employer and shall not constitute a constructive dismissal. If there is a direct conflict between this Agreement and any such policy, this Agreement shall prevail to the extent of the inconsistency.

1. **Compensation**
2. Salary

The Employer shall pay the Employee an annual salary of enter the amount i.e. thirty thousand, five hundred dollars ($35,000.00) (the “Salary”). This Salary is currently paid bi-weekly and is subject to statutory deductions.

1. Benefits

The Employee will be entitled to participate in the insured benefits plan(s) that the Employer makes available to its employees, in accordance with the qualifying terms and conditions of the plan(s), as amended. All decisions with respect to entitlement to benefits shall be determined exclusively by the insurance carrier. The Employer shall pay enter percentage of premium cost of the plan(s), except for the premiums for long term disability and life insurance which shall be paid entirely by the Employee (confirm this is the case with your organization). The Employee’s share of the premiums will be paid through payroll deductions. The Employer reserves the right to change the level of benefits, the premium sharing of the benefits or the benefits carrier and/or to eliminate any benefits.

The plan(s) currently include the following benefits (outline the benefits available – following is only an example):

* + Extended Health, Family dental, life, short term disability, long term disability and accidental death and dismemberment insurance
1. Vacation

Vacation entitlement and accrual will be in accordance with the Employer’s vacation policy. Vacation is to be scheduled at a time that is mutually agreeable to the Employee and the Employer. Vacation time does not accrue for employees on leaves of absence except as required by the applicable employment standards legislation.

1. Bonus [if applicable]

You will be eligible for participation in the [name of plan] (“the Plan”), in accordance with the terms and conditions of the Plan.

**NOTE - If there is any kind of bonus system, you should require a separate sign off to the plan. You should have it reviewed by HR or legal counsel, and you will need to consider whether it is a discretionary bonus or based on performance criteria (of employee and/or organization), payable even if employee no longer employed, etc.**

1. **Termination**

**NOTE: It may be prudent to seek HR or legal advice prior to ending employment. Employees working in Quebec who are not senior managerial personnel and who have more than two years of continuous employment can generally only be terminated for “good and sufficient cause”. There are limited exceptions to this provision. Further, the Courts and the Commission des relations du travail (CRT) retain jurisdiction (in the event of a lawsuit to the Court or complaint to the CRT) to determine “reasonable notice” and other remedies even if the contract sets out a specified payment to the employee in the event of dismissal.**

1. The parties understand and agree that the Employee’s employment pursuant to this Agreement may be terminated as follows:
2. **Termination of Employment by Employer without Serious Reason.** The Employer is entitled to terminate this Agreement in the absence of serious reason at any time, for any reason, by providing written notice or pay in lieu of notice and severance pay (if applicable) to the Employee, as minimally required by Quebec’s *An Act Respecting Labour Standards* (“*ARLS*”). In addition, the Employer will also provide the Employee with the benefits the Employee would ordinarily be entitled to for the period of statutory notice required by the *ARLS* and only for such period.

Payments shall be made by way of lump sum or by means of regular salary continuation payments, at the Employer’s discretion, calculated in accordance with the minimum requirements of the applicable employment standards legislation. All payments made pursuant to this section are subject to the usual and necessary statutory withholdings and other deductions. The Employee acknowledges that the foregoing provisions are in satisfaction of and substitution for any and all statutory rights, including without limitation, any right to reasonable notice of termination. No further amount of notice or pay in lieu of notice pursuant to the *ARLS* or the Quebec *Civil Code* will be payable.

Without limiting the generality of the foregoing, no other benefit (including but not limited to, as applicable, car allowance, bonus, commission) shall continue to vest, accrue or be payable beyond the later of the date designated by the Employer as the date on which the period of employment ends or, if applicable, the minimum period prescribed by the *ARLS* where permitted by the relevant benefit or plan documentation.

The termination provision set out above will apply throughout the Employee’ s employment with the Employer, even if the Employee’ s position, duties and compensation change significantly during the Employee’ s employment.

1. **Termination of Employment by Employer for Serious Reason.** The Employer may terminate the Employee’s employment at any time without notice or any payment in lieu thereof, for serious reason. “Serious reason” includes but is not limited to gross incompetence or neglect of duty, dishonesty, fraud, theft and insubordination.
2. **Termination by Employee.** The Employee may terminate the Employee’s employment at any time by providing the Employer with two weeks of notice in writing to that effect. Where the Employee provides the Employer with written notice under this provision, the Employer may waive such notice, in whole or in part, by continuing the Employee’s regular salary for the period so waived and the Employee’s employment shall terminate on the earlier date specified by the Employer. Alternatively, the Employee and the Employer may mutually agree to a lesser period of notice, in which event employment shall cease on the mutually agreed date.
3. **Limitation of Liability.**

The Employee understands and agrees that the Employee has no implied rights whatsoever with respect to any claim for pay in lieu of notice of termination or damages for termination of employment other than those rights expressly set out in this Section 7.

1. Upon termination of this Agreement, whatever the reason:
	1. The Employer shall pay the Employee all wages owing to the Employee up to and including the Employee’s last day of employment (the “Termination Date”); and
	2. All files, computer disks, confidential information, information and documents pertaining to the Employer’s business, and other Employer property, shall remain the property of the Employer and shall promptly be delivered by the Employee to the Employer’s office, and no copy, duplication or reproduction of any kind whatsoever shall be made or retained by the Employee without the express written consent of the Employer.
2. **Confidentiality**

The Employee acknowledges that, as an employee of the Employer, the Employee may have access to confidential information concerning the private or confidential affairs or secrets of the Employer, its employees and its members (the “Confidential Information”). Without limiting the generality of the foregoing, “Confidential Information” shall also include: the Employer’s marketing plans and business strategies; project management; technical management; coaching and development programs; quality management methods; operation rules; human resources planning; product technical design; the Employer’s data dictionaries; the Employer’s financial information; object code and source code to the Employer’s software; any information, or document labeled “confidential” by the Employer, or listed as such by separate memorandum/email; and information about the Employer’s members.

The Employee recognizes and agrees that the Confidential Information is the sole and exclusive property of the Employer (or of its partners as applicable) and the Employee shall use the Employee’s best efforts and exercise utmost diligence to protect and maintain its confidentiality and the Employee agrees that the Employee will not, either during the Employee’s employment or at any time thereafter, use or disclose, directly or indirectly, the Confidential Information for the Employee’s own purposes or benefit, or for that of a third party, or for any purposes other than those of the Employer.

The Employee acknowledges that any dissemination of the Confidential Information to a third party may give rise to irreparable harm and injury non-compensable in damages. Accordingly, the Employer or such other party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing provisions, in addition to any other legal remedies which may be available.

The terms of this Section 8 shall survive the termination of this Agreement, whatsoever the reason for the termination.

1. **Privacy**
2. The Employee acknowledges and agrees that the Employee will take all necessary steps to protect and maintain the Personal Information (defined as information about an identifiable individual) of employees, consultants and customers/members of the Employer. The Employee shall at all times comply and shall assist the Employer to comply with all applicable privacy laws.
3. The Employee further acknowledges and agrees that the disclosure of the Employee’s Personal Information may be required as part of the ongoing operations of the Employer’s business, as required by law or regulatory agencies, as part of the Employer's audit process, as part of a potential business or commercial transaction, or as part of the Employer's management of the employment relationship, and the Employee hereby grants consent as may be required by applicable privacy laws to such disclosure.
4. **Police Records Check**

**NOTE: This may not be required in all cases and the vulnerable sector check will not apply in all circumstances. Care must be exercised in the application of this clause in light of s. 18.2 of the Qubec Charter of Human Rights and Freedoms, which provides "No one may dismiss, refuse to hire or otherwise penalize a person in his/her employment owing to the mere fact that s/he was convicted of a penal or criminal offence, if the offence was in no way connected with the employment or if the person has obtained a pardon for the offence."**

The Employer may waive this condition, in its sole discretion, in writing. The offer of employment contained in this Agreement is conditional upon the Employee obtaining and providing a police records check (vulnerable sector). The Employer, in its sole discretion, will determine whether any information included in the police records check would pose an unacceptable risk to the safety and security of the Employer and its members, participants, clients or athletes in which case the Employer may rescind this employment offer immediately. The Employee will, when requested by the Employer, obtain and provide a current police records check as a condition of continued employment. If the Employee fails to provide a police records check when requested, such failure will constitute grounds for immediate dismissal for cause. The Employer reserves the right to immediately terminate the Employee’s employment based on the outcome of the Employee’s police records check.

1. **Severability**

In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

1. **Entire Agreement**

This Agreement, along with the Employer’s policies, as amended, is the entire Agreement between the parties with respect to the Employee’s employment. The parties agree that there are no other understandings, representations or agreements between them. The parties agree that this Agreement supersedes and voids any previous contracts, representations, agreements or arrangements, whether written or oral, express or implied, as between the parties.

1. **Modification of Agreement**

Any modification to this Agreement must be in writing and signed by the parties or it shall not be valid or binding.

1. **Applicable Law**

This Agreement and the rights and obligations of the parties hereunder shall be construed and governed in accordance with the laws of the jurisdiction in which the majority of the services contemplated herein are provided.

1. **Assignment**

This Agreement is not assignable or transferrable by the Employee. The rights which accrue to the Employer under this Agreement shall pass to its successors and assigned and this Agreement may be assigned by the Employer.

1. **Independent Legal Advice, No Inducement**

The Employee acknowledges that the Employee has had independent legal advice prior to signing this Agreement, or that the Employee has had the opportunity to obtain independent legal advice and has chosen not to do so. The Employee acknowledges having reviewed the Employer’s policies, this Agreement and any schedules attached hereto and to have fully understood them. The Employee further agrees that the terms of this Agreement are fair and reasonable and that they accurately reflect the parties’ intentions. The Employee agrees that no representation or inducement has caused the Employee to leave any previous employment and that the Employee is not under any legal obligation that prevents the Employee from accepting employment with the Employer.

1. **Drafted in English**

The parties agree that this this Employment Agreement be drafted in English. *Les parties conviennent que le présent contrat d’emploi soit rédigé en anglais.*

For the Employer

Name of NSF (the ‘Employer’)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title: (signing authority)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

(signature) date

I have the authority to bind the Corporation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Employee (the ‘Employee’)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

(signature) date

I accept and agree with the terms and conditions presented in this Employment Agreement.

Schedule A

**JOB DESCRIPTION**

**Title:**

 **Report to:**

 **Location:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* List key duties

Other duties as may be assigned.