



Employee Information Package

Personal Information

Full Name: _____
Last First Middle initial

Address: _____
Street Address Apartment/Unit #

City/ town/Community Province Postal Code

Personal Phone: _____ Alternate Phone: _____

Email _____
MCP: _____
(Required) _____

Birth Date: _____ Marital Status: _____

Spouse's Name: _____
(If applicable)

Job Information (employer only- employee do not fill)

Title: _____ Employee ID: _____

Supervisor: _____ Department: _____

Work Location: _____ Email: _____

Work Phone: _____ Cell Phone: _____

Start Date: _____ Salary: \$ _____

Employee Emergency Contact Person Information

Full Name: _____
Last First M.I.

Address: _____
Street Address Apartment/Unit #

City/Town/Community State Postal Code

Personal Phone: _____ Alternate Phone: _____
Relationship to you: _____

Code of Conduct

1. We respect the law, rules and policies of the band and the land
2. We think and act responsibly and respectfully and professionally at all times
3. We do not ever discriminate against anyone for any reason
4. We are always honest and transparent and with integrity
5. We are immersed in a culture of safety at all times
6. Will always maintain physical distancing of 2 meters
7. Will perform handwashing regularly throughout the workday
8. Will constantly clean and sanitize all workspaces throughout the day
9. Will not come to work exhibiting signs of sickness
10. Have not travelled to a covid-19 infected area
11. Was not in contact with anyone knowingly infected with covid-19

PROFESSIONAL, RESPECTFUL AND RESPONSIBLE BEHAVIOR AT ALL TIMES

We must “Play as a Team” is based on treating each other fairly and with professionalism and respect. The success of Benoit First Nation is driven by the individual spirit of each person and collective strength of all the team and we all are expected to contribute to a positive work environment that brings out the **best interests of the team** in of us. How we treat each other is the key to respect for the diversity of Benoit 1st Nation and its partners.

Our actions should not interfere with another worker’s work performance or create an intimidating, hostile or offensive work environment. There must be fair treatment for all workers and clients. We must respect the rights of your fellow employees and clients and all must be free from discrimination, sexual harassment, other unlawful harassment or retaliation. Do not treat one co-worker or client differently from another or reflect bias based on a person’s gender, color, race, age, national origin, ancestry, disability, handicap, marital status, veteran status, pregnancy, citizenship status, religion, creed, sexual orientation, or any other characteristic protected by applicable law. Avoid any comments or behavior toward others that may be regarded as harassment, either sexual harassment or any unlawful verbal, physical or visual harassment.

EXAMPLES OF HARASSMENT

Here are examples of conduct that may be regarded as unlawful harassment due to the hostile or offensive work environment they create:

- Negative gossip, slurs, negative stereotyping, insulting remarks or intimidating acts;
- Spreading or forwarding jokes directed to someone’s protected status, such as racial or ethnic jokes, regardless of whether “everyone tells them”;
- Posting to social media, forwarding, showing or displaying cartoons that make fun of any group, religious belief, sex or individual; or
- Forwarding, printing or displaying offensive e-mails.

BFN and its business partners also wish to protect its employees from client abuse, disrespect and unprofessional behaviors. We have zero tolerance and offenders will be terminated and reported to the police.

Having trained team players that are working safely will foster a success workforce.

EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT governs the disclosure of information by and between the Employer [Benoit First Nation Inc] and the Employee [the recipient] as of the date signed (the "Effective Date")."

1. Definition Of Confidential Information

As used herein, "Confidential Information" shall mean any and all technical and non-technical information related to Benoit First Nation provided by either party to the other, including but not limited to (a) members (s) and members applications, (b) trade secret, and (c) copyrighted information (d) proprietary information-- ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the disclosing party provides regarding third parties.

2. Identification and Labeling Of Confidential Information

If the Confidential Information is embodied in tangible material (including without limitation, software, hardware, drawings, graphs, charts, disks, tapes, prototypes and samples), it shall be labeled as "Confidential" or bear a similar legend. If the Confidential Information is disclosed orally or visually, it shall be identified as such at the time of disclosure.

3. Exceptions To Confidential Information

Each party's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate when the party to whom Confidential Information was disclosed (the "Recipient") can document that: (a) it was in the public domain at the time it was communicated to the Recipient by the other party; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the other party through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the other party; (d) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other party; (e) it was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the other party; (f) the communication was in response to a valid order by a court or other governmental body, was otherwise required by law, or was necessary to establish the rights of either party under this Agreement; or (g) it was not identified as Confidential Information of the disclosing party in accordance with Section 2.

4. Handling Of Confidential Information

Each party agrees that at all times and notwithstanding any termination or expiration of this Agreement it

will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other party to this Agreement, and will use the Confidential Information for no purpose other than for employment purposes with the other party to this Agreement. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

5. Confidentiality Agreement Residual Knowledge

Recipient may use its knowledge retained in intangible form in the unaided memories of its directors, employees, contractors and advisors as a result of exposure to the disclosing party's ("Discloser") Confidential Information. The Discloser acknowledges that the Recipient may have in conception or development technology and/or software which may be very similar or even identical to Discloser's Confidential Information and, as long as the Recipient abides by Section 4 herein, Discloser shall have no rights in such technology and/or software.

6. Confidentiality Agreement Term And Termination

This Agreement shall terminate two (2) year(s) after the Effective Date. The Recipient's obligations under this Agreement shall survive termination of the Agreement between the parties and shall be binding upon the Recipient's heirs, successors and assigns for a period of five (5) years. Upon written request of the other party, a party shall promptly return to the other all documents and other tangible materials representing the other's Confidential Information and all copies thereof.

7. Confidentiality Agreement Warranties

Each party represents and warrants to the other party that (i) it has the requisite corporate authority to enter into and perform this Agreement, and (ii) its execution and performance under this Agreement, including its disclosure of Confidential Information to the Recipient, will not result in a breach of any obligation to any third party or infringe or otherwise violate any third party's rights.

8. No Grant Of Rights

The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information.

9. Equitable Remedies

Recipient acknowledges that Recipient's breach of this Agreement may cause irreparable harm to Discloser for which Discloser is entitled to seek injunctive or other equitable relief as well as monetary damages.

10. Confidentiality Agreement Miscellaneous

Neither party shall not transfer or assign this Agreement to any other person or entity, whether by operation of law or otherwise, without the prior written consent of the other. Any such attempted assignment shall be void and of no effect. This Agreement shall be governed by, enforced under, and construed and interpreted in accordance with, the laws of California without reference to conflict of laws principles. Each party agrees consents to venue and personal jurisdiction in San Francisco, California. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. The Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties, and replace any prior oral or written communications between the parties regarding Confidential Information. This Agreement may be signed in multiple copies, each of which shall constitute the same instrument. Once completely executed, any reproduction of this Agreement made by reliable means shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Confidentiality Agreement to be executed as of the Effective Date.

Media acknowledgement:

I hereby give permission to publish information/photos in all media that includes Social Media of me in relation to employment and activities at the Mi'kmaw Centre and all facilities of Benoit First Nation Inc. This permission will be ongoing and does not expire.

Benoit First Nation Employment Agreement

This Agreement made and entered into the date signed off on by and between Benoit First Nation Inc of Cape St. George, NL. Hereinafter referred to as "employer", and myself hereinafter referred to as "employee".

The parties recite that:

A. Employer is engaged in Mi'kmaq Community Activities and maintains business premises at 811 Oceanview Drive, Cape S. George, NL.

B. Employee is willing to be employed by employer, and employer is willing to employ employee, on the terms and conditions hereinafter set forth.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, employer and employee covenant and agree as follows:

1. AGREEMENT TO EMPLOY AND BE EMPLOYED

Employer hereby employs employee at the above-mentioned premises, and employee hereby accepts and agrees to such employment.

2. DESCRIPTION OF EMPLOYEE'S DUTIES

Subject to the supervision and pursuant to the orders, advice, and direction of employer, employee shall perform such duties as are customarily performed by one holding such position in other businesses or enterprises of the same or similar nature as that engaged in by employer. Employee shall additionally render such other and unrelated services and duties as may be assigned to him from time to time by employer.

3. MANNER OF PERFORMANCE OF EMPLOYEE'S DUTIES

Employee shall at all times faithfully, industriously, and to the best of his ability, experience, and talent, perform all duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable satisfaction of employer. Such duties shall be rendered at the above mentioned premises and at such other place or places as employer shall in good faith require or as the interests, needs, business, and opportunities of employer shall require or make advisable.

4. DURATION OF EMPLOYMENT

The term of employment shall be as agreed to, however, to prior termination as provided in Sections 8 and 9 hereof.

5. COMPENSATION; REIMBURSEMENT

Employer shall pay employee and employee agrees to accept from employer, in full payment for employee's services hereunder, compensation at the rate of agreed to. In addition to the foregoing, Employer will reimburse employee for any and all necessary, customary, and usual expenses incurred by him and as negotiated and approved while traveling for and on behalf of the employer pursuant to employer's directions.

6. EMPLOYEE'S LOYALTY TO EMPLOYER'S INTERESTS

Employee shall devote all of his time, attention, knowledge, and skill solely and exclusively to the business and interests of employer, and employer shall be entitled to all benefits, emoluments, profits, or other issues arising from or incident to any and all work, services, and advice of employee. Employee expressly agrees that during the term hereof he will not be interested, directly or indirectly, in any form, fashion, or manner, as partner, officer, director, stockholder, advisor, employee, or in any other form or capacity, in any other band or band council similar to employer's business or practices.

7. NONDISCLOSURE OF INFORMATION CONCERNING BUSINESS

Employee will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of employer, including, without limitation, the names of any its customers, members, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important. The parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of employer, and its good will, and that any breach of the terms of this section is a material breach of this agreement.

8. OPTION TO TERMINATE ON PERMANENT DISABILITY OF EMPLOYEE

Notwithstanding anything in this agreement to the contrary, employer is hereby given the option to terminate this agreement in the event that during the term hereof employee shall become permanently disabled, as the term "permanently disabled" is hereinafter fixed and defined. Such option shall be exercised by employer giving notice to employee by registered mail, addressed to him in care of employer at the above stated address, or at such other address as employee shall designate in writing, of its intention to terminate this agreement on the last day of the month during which such notice is mailed. On the giving of such notice this agreement and the term hereof shall cease and come to an end on the last day of the month in which the notice is mailed, with the same force and effect as if such last day of the month were the date originally set forth as the termination date. For purposes of this agreement, employee shall be deemed to have become permanently disabled if because of ill health, physical or mental disability, or for other causes beyond his control, he shall have been continuously unable or unwilling or have failed to perform his duties hereunder for fourteen (14) consecutive days, or if, during any year of the term hereof, he shall have been unable or unwilling or have failed to perform his duties for a total period of thirty (30) days, whether consecutive or not.

9. DISCONTINUANCE OF BUSINESS AS TERMINATION OF EMPLOYMENT

Anything herein contained to the contrary notwithstanding, in the event that employer shall discontinue operations at the premises mentioned above, then this agreement shall cease and terminate as of the last day of the month in which operations cease with the same force and effect as if such last day of the month were originally set forth as the termination date hereof.

10. EMPLOYEE'S COMMITMENTS BINDING ON EMPLOYER ONLY ON WRITTEN CONSENT

Employee shall not have the right to make any contracts or other commitments for or on behalf of employer within the written consent of employer.

11. CONTRACT TERMS TO BE EXCLUSIVE

This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he or it has relied on his or its own judgment in entering into the agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his or its dealings with the other.

12. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

13. CONTRACT GOVERNED BY LAW

This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada.

14. BINDING EFFECT OF AGREEMENT

This agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors, and assigns. Executed on the date first above written.

15. INFORMATION OWNERSHIP

Benoit First Nation Inc has the right to publish information and photos of employees and employee related activities in all forms including social media and that the aforementioned information and photos are property of Benoit First Nation Inc.

Dress Code:

I will wear appropriate clothing attire suitable for administrative (i.e. As in no tank tops, shorts, see through shirts, etc.)

I will wear suitable clothing for non administrative duties including proper PPE. (i.e. safety vest, steel-toed shoes, work gloves, etc...)

Notes:

I will not use my phone for any purposes, including social media, while working, except for cases of emergencies.

I will be on time each day for work and the morning Safety Meeting.

Benoit 1st Nation Direct Deposit Authorization Note

- Please complete this form and return it to the payroll department.
- Be sure to include a voided (Cancelled) cheque from your checking account OR savings account or attached bank direct deposit form. The details from the cheque will be used to verify the account details.

Name:	Your Bank / Financial Institution:
Social Insurance Number:	City/Province/ Postal Code

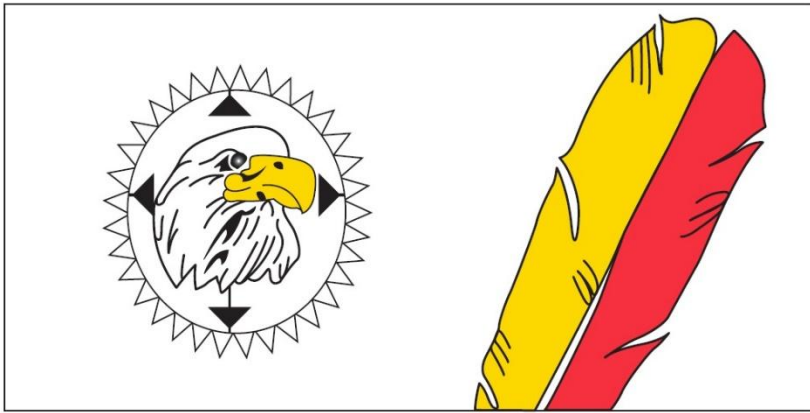
Account Number <hr/> Please check the applicable option: Checking <input type="checkbox"/> Savings <input type="checkbox"/>	Transit # _____ Banking Institution #: _____ Branch #: _____
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I authorize _____ and the above Financial Institution to deposit my net pay automatically into my account(s) each payday, and to initiate any necessary adjustments for entries made in error to my account.

(Signature)

(Date)

Attach Voided Cheque here



ACKNOWLEDGEMENT OF HAVING READ THE EMPLOYEE HANDBOOK

I, _____, attest that I have read the Employee Handbook and its various components, including the following:

- Conflict of Interest Guidelines
- Band Rules and Regulations
- Health & Safety policies
- Pandemic restrictions and behaviours

I acknowledge having received all the relevant information that I needed in order to have a good understanding of the content and scope of this Handbook.

Employee's signature

Date

Management's signature

Date

PLEASE INITIAL EACH PAGE

Please sign and give it to your employer.