[INSERT BIA LOGO]

[INSERT DATE]

Name of the Employee

Toronto, ON

Email

Phone Number

Dear [INSERT NAME],

We are pleased to extend this offer of employment with **[INSERT BIA NAME]**, a local board of the City of Toronto created by by-law (“the **Employer**”), effective on **[INSERT START DATE]**, and we look forward to supporting you in building a career with the LVBIA that will be positive, productive and rewarding.

Outlined below are the terms and conditions upon which you will be employed (the “**Employment Agreement**”). We ask that you please pay particular attention to the “Compensation” and “Termination of Employment” sections as they limit your legal rights including your potential rights under the common law. As of **[INSERT START DATE]**, the following terms and conditions shall apply and replace and supersede all prior agreements, negotiations, discussions and understandings, written or oral, between you and the Employer:

**1. *Role and Responsibilities***

Your title will be Executive Director. In this position you will report directly to the Board of Management. A copy of your job description is enclosed. It is understood and agreed that your job description does not provide an exhaustive description of your job, and that you will perform such other duties as may be reasonably assigned. Also, the Employer may make reasonable changes to your job duties from time to time, depending upon the needs of the Employer. In the event that your job title and/or your roles and responsibilities with the Employer change, the remaining terms and conditions outlined in this Employment Agreement will remain applicable, unless otherwise agreed to in writing.

**2. *Hours of Work***

You will be required to work forty (40) hours per week. There is some flexibility of hours required to allow for weekend, evening and meeting requirements. These hours will be subject to change as required by the Employer and in its sole discretion. The Employer may schedule you to work additional hours to the extent permitted under the Employment Standards Act (ESA).

**3. *Compensation***

All information in this Employment Agreement about your compensation is specific to you and your role. Your annual salary will be **[INSERT AMOUNT]**, inclusive of vacation pay and less deductions required by law.

**4. *Benefits***

You will be eligible to participate in the Employer’s benefits plan, subject to the terms of the plan(s), upon the successful completion of your Probationary Period as laid out in Section 6. Benefits will be offered in accordance with the terms of the benefits plan available for employees at a similar level to you within the Employer. Employees are expected to contribute 50% of the group benefit premium cost through regular payroll deductions. This amount will vary based on the rates negotiated with the benefits carrier. Employer paid life insurance and Accidental Death, if offered, in accordance with the Canada Revenue Agency is a taxable benefit. This program and the terms of the various benefit plans may be changed at the sole discretion of the Employer with or without prior notice to you. Further details with respect to other miscellaneous benefits to which you are entitled will be provided during your benefits orientation.

**Please note that all benefits and incentive plans are subject to change at any time without notice.**

**5. *Vacation***

Entitlement to vacation is **[INSERT VACATION DAYS]** per calendar year. Assuming your employment commences on **[INSERT STARTING DATE]**. Vacation must be taken according to the Employer’s Vacation Policy and, in all cases, will be approved in advance, according to the Employer’s needs. In any year that employment ends for any reason, whether voluntarily or involuntarily, if your actual vacation taken and paid exceeds the pro-rata entitlement at the date of termination, you expressly acknowledge and authorize the Employer to deduct excess vacation pay from your wages, save and except for any entitlements owed to you under the ESA upon the termination of your employment or otherwise.

**6. *Probationary Period***

Your employment will be subject to an initial probation period of three (3) months from your first day at work (the “Probationary Period”). During this period, if your performance is not satisfactory at any time or the Employer otherwise determines that you are not suitable for the position, the Employer may terminate your employment either during or at the end of this period with or without cause and without notice or payment of any compensation of any kind or continuation of any benefits, except as may be required by the ESA. Upon satisfactorily completing the probation period you will be considered a permanent, full-time employee. The Employer will provide a formal performance review of the Employee before the three (3) months have lapsed.

**7. *Expense Reimbursement***

The Employer will pay or reimburse you for all travel and out-of-pocket expenses reasonably incurred or paid in the performance of your duties and responsibilities upon presentation of expense statements or receipts or such other supporting documentation as the Employer may reasonably require. Any expenses which you incur contrary to the Employer’s policy regarding expenses will be denied reimbursement.

**8. *Temporary Layoff***

The ESA provides employers the right to temporarily lay-off employees without triggering termination or severance pay obligations. Although the LVBIA hopes not to have the need to implement lay-offs, depending on the economic and business needs of the organization, the LVBIA reserves the right to implement temporary lay-offs from time to time in accordance with, and not extending beyond the time frame provided by, the ESA, and such steps will not amount to an ending of the employment relationship.

**9. *Termination of Employment***

Upon the completion of your Probationary Period, your employment may be terminated at any time in the following manner in the specified circumstances:

**A. Termination for Wilful Misconduct**

The Employer may terminate your employment without notice, pay in lieu of notice or severance of any kind in the event of wilful misconduct, disobedience or wilful neglect of duty that is not trivial and has not been condoned by the Employer. In this case, you will receive your minimum statutory entitlements that may be required upon your termination of employment under the ESA, and you shall accrue wages and benefits through the date of termination in the termination notice and no more.

**B. Termination for Cause**

The Employer may terminate your employment for cause, in accordance with the common law that would not meet the “wilful misconduct, disobedience or wilful neglect of duty” standard in the preceding paragraph, in which case you will have no entitlement to reasonable notice or other damages at common law, but will only receive your minimum notice and severance entitlements, continuation of benefits and any other entitlement

otherwise required by the ESA upon termination of employment. For greater certainty, cause for termination of your employment may include, but is not limited to:

• Assault or threats;

• Harassment;

• Discrimination;

• Fraud or other unethical conduct;

• Theft;

• Vandalism;

• Providing inaccurate or incomplete information during the hiring process;

• Disclosure of the details of your compensation (or any other employee’s compensation), including Base Salary, Bonus target or Bonus payment;

• Engaging in any act of misconduct following receipt of a final warning pursuant to a disciplinary escalation process.

If the Employer terminates your employment for cause, it shall not be obligated to provide you with any other arrangements in connection with the termination of your employment, except (i) the payment of any Base Salary due, owing and remaining unpaid at the time your employment is terminated, and (ii) any other minimum statutory entitlements that may be required upon your termination of employment under the ESA.

**C. Termination Without Cause**

Upon the completion of your Probationary Period, your employment may be terminated by the Employer without cause, upon providing you:

(i) notice of termination or pay in lieu of notice of termination and, if applicable, severance pay, as required by the ESA or any successor legislation which provides an equal or greater entitlement;

(ii) continued benefit coverage, accrued amounts, and any other entitlements, if applicable, for the minimum period prescribed by the ESA or any successor legislation which provides an equal or greater entitlement; and

(iii) an additional payment equal to two (2) weeks’ base pay per year of completed service, up to a maximum of one (1) year. This additional payment will be contingent

on your execution of a full and final release in favour of the Employer.

To be clear, after the termination of your employment, any period of Base Salary continuance will not be considered to be active employment with the Employer.

**We are specifically drawing your attention to this and the foregoing provisions.** You expressly acknowledge and agree that the entitlements set out in the foregoing provisions in Sections 9A-9C above fully satisfies the Employer’s obligations under the ESA, the common law and the terms and conditions of this Employment Agreement, and you hereby waive and

release any notice entitlement that you may have under the common law.

You agree and understand that under no circumstances will you receive less than the minimum entitlements under the ESA. Should any terms or conditions of this Employment Agreement become non-compliant with the ESA at any time, the offending provision should

be read to comply with the minimum employment standards legislation applicable at that time.

**D. Termination by You (Resignation)**

If you decide to resign, you must provide the Employer with two (2) weeks of working notice of your resignation. Such notice must be in writing. The Employer may waive this notice, in whole or in part and such election shall not covet your resignation to a termination. In the event of a waiver of the notice of resignation, you will be paid out your wages for such period along with a continuation of benefits.

**10. *Post-Employment***

**A. Non-Solicitation**

During your employment with the Employer and for a period of twelve (12) months following the cessation of your employment with the Employer for any reason, you are prohibited from directly or indirectly, on your own account or as an agent for a third party, soliciting or attempting to solicit, inducing, interfering with or encouraging any employee of or person under contract with the Employer, with whom you interacted with at any time during the last six (6) months of your employment with the Employer. For the purposes of this Section, an “employee of the Employer” is someone actively employed by or under contract with the Employer on the last day of your employment and at the time of solicitation.

**B. Social Media**

***Employer Accounts***

If you maintain, post, communicate or perform any duties on a social media platform on behalf of the Employer and/or as part of your employment, you acknowledge that the social media accounts and contents, followers, connections, friends contained therein, etc., are the property of the Employer. At no time shall your activities on these platforms and with these contacts/connections result in your ownership of these accounts, connections, contacts or content.

***Your Accounts***

You will, immediately upon the cessation of your employment (for any reason), update your social media accounts (e.g. Linkedin, Facebook etc.) to reflect the fact that you are no longer employed by the Employer.

**11. *Intellectual Property Rights and Work Product***

Any discoveries, inventions, developments, concepts, improvements, software, notes, charts, algorithms, formulae, data, records, symbols, reports, original works and other intellectual property (whether or not patentable or registrable under copyright or similar laws) that is prepared, created, written or recorded in association with your services provided to the Employer (collectively, the “**Work Product**”), together with any intellectual property rights therein shall be owned by the Employer. Employee acknowledges and agrees that Employer shall own all rights, title and interest in and to such Work Product and such intellectual property rights to me: accordingly, Employee hereby assigns to Employer all rights, title and interest it may have from time to time in the Work Products. Employee acknowledges and agrees that his or her services and the Work Product are “works made for hire” and hereby waives any moral rights he or she may have in such works.

**12. *Confidentiality***

Employer policy deems all of the details of each employee’s terms of employment, including but not limited to salary, any bonuses and benefits, as private and this information must remain strictly confidential. All information about the terms of your employment must be kept confidential and not shared with anyone at any time, other than your immediate family and/or professional advisors. Likewise, if you are a manager, you are also required to keep compensation and other terms of employment for other employees strictly confidential. Failure to comply may result in disciplinary action up to and including termination of your employment.

During the term of this Employment Agreement, you will have access to other information that the Employer considers to be confidential. Such confidential information includes, but is not limited to, any information concerning the customers, suppliers, products, pricing, employees, methods of distribution or procurement, potential business transactions, management, financial, purchasing, marketing, logistical and/or sales strategies and techniques of the Employer together with the Employer’s inventions, production processes, trade secrets and other secret information; and you understand and agree that all such information constitutes valuable, special and unique property of the Employer. You understand that confidential information does not need to be expressly marked as confidential to be protected under this Employment Agreement.

Accordingly, you agree that you will not, at any time (either during your employment with the Employer or at any time thereafter), directly or indirectly, disclose to and/or use for the benefit of any person, firm, corporation, association, business entity or agency (whether governmental, private, or of any other nature whatsoever), any confidential information of the Employer, except in connection with the lawful and proper performance of your duties on behalf of the Employer. You further agree that the Employer’s confidential information will not be disclosed to any other person for any other purpose whatsoever without the express prior written consent of the Employer.

In the event confidential information is used or disclosed for an unauthorized purpose, or is lost, stolen or otherwise compromised you shall immediately notify the Employer in writing of the same.

After your employment ends, whether you resign or are terminated for any reason, you agree to immediately return all confidential information to the Employer, including any devices or other equipment upon which confidential information has been stored, including, but not limited to, Employer-owned computer, laptop and/or mobile equipment and all manuals, documents, papers and other records in your possession (whether in electronic or physical form).

**13. *Employer Policies***

You acknowledge that you have received and read a copy of the Employer’s policies, and you understand and agree that the policies will form part of the terms and conditions of your employment and, by signing below and accepting this Employment Agreement, you confirm that you will be bound by and abide by all such policies.

The Employer reserves the right to change the terms of the policies from time to time in its sole discretion. As an employee of the Employer, you are required to review our corporate and employee policies, and to familiarize yourself with any new and/or amended policies as the Employer may introduce from time to time.

**14. *General***

The terms and provisions of this Employment Agreement shall be for the benefit of the Employer and its successors and assigns. In the event of any reorganization, merger or sale of the Employer’s business, the terms of this Employment Agreement may be assigned by the Employer, in its sole discretion, to the applicable re-organized entity, merged entity or acquiring entity.

You agree and understand that under no circumstances will you receive less than the minimum entitlements under the ESA. Should any provisions of this Employment Agreement, at any time, become non-compliant with the ESA, the offending provision should be read to comply with the minimum employment standards applicable at that time.

All representations, warranties and covenants contained in this Employment Agreement shall continue in force after the cessation or termination of your employment, for any reason. For greater certainty, without limitation, Sections 9-12 survive the cessation or termination of your employment, for any reason.

Each of the provisions in this Employment Agreement are severable from the others; and, in the event that any provision or part of this Employment Agreement is deemed invalid, illegal

or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions, or parts thereof, shall not be invalidated and shall remain in full force and effect. This Employment Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

By signing this Employment Agreement, you acknowledge and agree that this document contains the entire agreement between the parties pertaining to your employment with the Employer and supersedes all prior agreements, negotiations, discussions and understanding, written or oral, between the parties. There are no representations, warranties, conditions, other agreements or acknowledgments, whether direct or collateral, express or implied, that form part of or affect this Employment Agreement, or which induced any party to enter into this Employment Agreement or on which reliance is placed by any party, except as specifically set forth in this Employment Agreement.

**[INSERT EMPLOYEE NAME],** we welcome you to the **[INSERT BIA NAME]** and look forward to working with you. If the above terms and conditions are agreeable, please indicate your agreement by signing this Employment Agreement no later than five (5) business days from the date hereof.

Sincerely,

**[INSERT CHAIR NAME]**

Chair, Board of Management

[INSERT BIA NAME] Business Improvement Area

***Acceptance***

I, **[INSERT EMPLOYEE NAME]** hereby agree with and accept all terms and conditions of this Employment Agreement this date \_\_\_\_\_\_\_\_\_\_\_\_\_, and acknowledge that:

a) All of the information that I have previously provided in connection with the hiring process is accurate and complete;

b) I have had sufficient time to thoroughly review this Employment Agreement and to ask questions of the Employer to confirm my understanding of the terms of this Employment Agreement;

c) I have read and understood the terms of this Employment Agreement and my obligations thereunder;

d) I understand my rights and obligations under this Employment Agreement; e) I have been given an opportunity to obtain independent legal advice concerning the interpretation and effect of this Employment Agreement ;

f) I agree that the terms outlined in this Employment Agreement will govern my relationship with the Employer throughout my employment (and, as applicable, thereafter); and

g) I confirm that all applicable terms and conditions of my employment are reflected in this Employment Agreement and that there are no other terms, conditions or representations which have been communicated or made to me prior to signing this Employment Agreement which are not reflected in this Employment Agreement.

**Accepted:**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**