

CARCROSS / TAGISH FIRST NATION



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Carcross/Tagish First Nation Wage Subsidy Agreement

THIS AGREEMENT made at Carcross, Yukon on this _____ day of _____, 20__.

BETWEEN:

Carcross/Tagish First Nation as represented by its duly authorized representatives
(hereinafter called “C/TFN”)

AND:

_____ as represented by its duly authorized representative
(hereinafter called the “Employer”)

Are collectively the parties (the ‘Parties’) to this Wage Subsidy Agreement
(hereinafter called ‘this Agreement’)

WHEREAS:

- A. The Employer has agreed to hire the Client/Employee referred by C/TFN _____
as _____.
- B. C/TFN is desirous of providing the Employer with financial assistance to carry out the employment;
- C. The C/TFN’s purpose is to enable full-time employment for clientele participating in the Aboriginal Skills & Employment Training Strategy (ASETS). C/TFN contracts with organizations to provide financial assistance for the employment of aboriginal citizens who are facing barriers to securing employment or advancing their skill levels;
- D. The Parties agree that the development of employment and economic opportunities furthers the long-term employment outcomes for ASETS clients;
- E. The Employer wishes to obtain financial assistance for the employment of Eligible Client/Employee(s) (the “Employment”); and
- F. C/TFN makes this contribution to the Employer to facilitate the Employment of the Eligible Client/Employee on the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants and Agreements herein contained the parties covenant and agree as follows:

1.0 DEFINITIONS

1.1. In this Agreement:

- (1.a) “Contribution” means the varying levels of wage subsidy payable by C/TFN to the Employer in accordance with Section 3.0 of this Agreement;
- (1.b) “Client/Employee” means the ASETS Client referred by C/TFN to the Employer for the purposes of this wage subsidy.
- (1.c) “End Date” means the end date of C/TFN’s, contribution to the Employer for remuneration of Client/Employee wages.
- (1.d) “Start Date” means the start date of full-time, employment under the Program of an Eligible Client/Employee with the Employer;
- (1.e) “Third Party” means an independent of the hiring Employer and C/TFN; and
- (1.f) “Unforeseen Circumstances” includes a lengthy absence due to a work-related injury, absence of the Eligible Client/Employee’ assigned mentor, interruptions in the Employer’s operations or any other circumstance outside the control of the Eligible Client/Employee or the Employer that impedes the skill development of the Eligible Client/Employee.

2.0 THE WAGE SUBSIDY

2.1. The Program’s objective is to assist Aboriginal Clientele in workforce participation.

3.0 CONDITIONS OF CONTRIBUTION

- 3.1.** In accordance with the terms of payment set out in section 9 and in accordance with the terms and conditions specified in Appendices “A”, and “B”, CYFN shall provide the Employer with financial assistance in the amount specified in Appendix B.
- 3.2.** The Contribution shall be paid directly to the Employer and the Employer is responsible for paying the Eligible Client/Employee at the typical rate of remuneration for that particular position, including any associated benefits.

At a time that is mutually convenient for the Employer and C/TFN, C/TFN may contact and or visit the Eligible Client/Employee and Employer worksite staff to complete a short wage subsidy employment interview.

4.0 THE EMPLOYER

4.1. For the duration of this agreement, the Employer will pay the client an hourly wage of no less than indicated in Appendix “B”.

- 4.2. In return for the C/TFN Contribution, the Employer will provide signed Eligible Client/Employee pay stubs.
- 4.3. C/TFN shall not contribute to any costs which exceed the Contribution.
- 4.4. The Employer agrees that any amount paid to it under this Agreement which is subsequently determined to have been in excess of Contribution will be fully repayable by the Employer to C/TFN upon written request of the C/TFN.
- 4.5. In the event that the Employer determines that the Eligible Client/Employee is not suitable for the Employment, the Employer shall notify C/TFN of the circumstances relating to the proposed dismissal of the Eligible Client/Employee and, if requested by C/TFN, the Employer shall agree to meet with C/TFN to review the Eligible Client/Employee's performance and proposed dismissal.

5.0 REPRESENTATIONS

5.1. The Employer represents and warrants that:

- (1.a) its operations are within Yukon Territory;
- (1.b) it has the capacity to offer Eligible Client/Employee a wage subsidy for the duration between the start date and end date outlined in Appendix "B";
- (1.c) it will ensure the Client/Employee has a valid employment contract signed at the outset of employment under this wage subsidy;
- (1.d) it has the ability to provide Eligible Client/Employee's with sufficient mentoring and/or training opportunities;
- (1.e) it has the capacity to provide the Eligible Client/Employee with a safe workplace;
- (1.f) it has developed a workers' health and safety policy that meets the standards established by Yukon Workers' Compensation Health & Safety Board;
- (1.g) it has attained all the necessary insurance protection;
- (1.h) it has the power and authority to enter into this Agreement and to perform its obligations hereunder and it shall remain as such for the duration of this Agreement; and
- (1.i) the execution, delivery and performance of this Agreement have been duly authorized.

6.0 DEFAULT

6.1. An event of default is deemed to occur if, in the opinion of C/TFN:

- (1.a) C/TFN or the Third Party assessment determines that the Eligible Candidate(s) are not receiving the requisite level of skill development and/or the learning environment of the Employer is determined to be insufficient;
- (1.b) there is a material adverse change in risk associated with the Employer's ability to comply with this Agreement;

- (1.c) the Employer fails to meet a material term or condition of this Agreement;
- (1.d) the Employer has failed to proceed diligently with the Program;
- (1.e) the Employer has knowingly submitted false or misleading information to C/TFN, or a representation in this Agreement is or becomes false;
- (1.f) the Employer uses the Contribution for purposes other than the Program;
- (1.g) the Employer ceases to operate;
- (1.h) the Employer becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (1.i) the Employer fails to return any overpayment received from C/TFN for ineligible costs or unspent contribution of this Agreement; or
- (1.j) an order is made or resolution is passed for the winding up of the Employer, or the Employer is dissolved.

6.2. If an event of default occurs, C/TFN may without limitation to any other remedies available to it at law or in equity, exercise any one of or a combination of the following remedies:

- (2.a) terminate any obligation to make payment;
- (2.b) require the Employer to repay C/TFN any part of the Contribution; or
- (2.c) require the Employer to rectify the default within a prescribed period and inform C/TFN in writing that rectification has occurred.

6.3. If C/TFN determines that the Employer possesses unreasonable expectations of Eligible Candidate(s) it has the discretion to remove the Employer from the list of eligible hiring companies.

7.0 DISPUTE RESOLUTION

7.1. In the event of a dispute the parties shall make their best efforts in good faith to resolve the dispute. In the event that an acceptable resolution of the dispute is not achieved by the parties, the dispute between C/TFN and the Employer shall be referred to a mediator or arbitrator agreeable to the Parties. If the parties choose arbitration as a form of resolution, the arbitrator's decision regarding the dispute shall be final and binding on the Parties.

8.0 GENERAL

8.1. This Agreement and the Schedules attached constitute the entire Agreement between the parties, unless amendments are agreed to by both parties in writing.

8.2. Notwithstanding any other provision of this Agreement, this Agreement shall not come into force and effect unless and until it is:

- (2.a) duly executed in duplicate by the Employer and received by C/TFN; and

(2.b) duly executed by C/TFN.

- 8.3.** Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter or facsimile, (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery, any notice sent by facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight calendar days after being mailed.
- 8.4.** Either of the parties may change the address which they have stipulated in the present Agreement by notifying the other party of the new address, and such change shall be deemed to take effect fifteen days after receipt of such notice.
- 8.5.** Any notice or correspondence to C/TFN shall be addressed to:
- Carcross/Tagish First Nation
P.O Box 130
Carcross, YT Y0B 1B0
ATTN: EETO
- and any notice or correspondence to the Employer shall be addressed to:
- Employer Name:
Employer Address:
Employer Contact Information:
- 8.6.** The information that the Employer provides will be treated in accordance with the provisions of the *Access to Information and Protection of Privacy Act*.
- 8.7.** This Agreement shall be subject to and construed in accordance with the laws of Canada and Yukon Territory.
- 8.8.** The Employer agrees that it will comply with all applicable provincial and federal statutes and regulations, as they will be amended from time to time.
- 8.9.** This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Employer is not in any way authorized to make a promise, Agreement or contract or to incur any liability on behalf of C/TFN, nor shall the Employer make a promise, Agreement or contract and incur any liability on behalf of the Officers and Directors of C/TFN, and the Employer shall be solely responsible for any and all payments and deductions required by applicable laws. The Employer shall indemnify and save harmless C/TFN, the Officers and Directors of C/TFN in respect of any claims arising from failure to comply with the foregoing.
- 8.10.** The Employer shall create and have signed an employment contract with the Client/Employee in a manner consistent with the Employers regular hiring practices/policies.
- 8.11.** The Employer shall track hours worked and maintain accurate payroll records for the Client/Employee.

- 8.12. This Agreement is binding on the Employer, its successors and permitted assigns.
- 8.13. Time shall be and remain of the essence of this Agreement
- 8.14. If any provision of this Agreement or the application thereof to any party hereto or circumstance shall be determined by a Court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of the provisions hereof to such party or circumstance, other than those determined to be invalid or unenforceable shall not be affected thereby and each provision hereof shall be enforced to the fullest extent permitted by law.
- 8.15. This Agreement may be executed in several counterparts or by fax, each of which when so executed shall be deemed to be an original, and such counterparts or fax shall constitute one and the same instrument.

9.0 TERMS OF PAYMENT

C/TFN agrees to reimburse the Employer within 30 days of receipt of the complete reporting documents as specified in this agreement. If the employment ceases prior to the time period indicated in Appendix “B”, C/TFN is not obligated to issue payment to the Employer.

IN WITNESS WHEREOF the Parties have executed this Agreement:

CARCROSS/TAGISH FIRST NATION

Director Of Capacity _____
Date

Career Manager _____
Date

Education/Employment & Training Officer _____
Date

Authorized Officers of The Employer

Printed name _____
Signature _____
Date

Position

Printed name

Signature

Date

Position

Witness

Date

APPENDIX “A”

REPORTING AND PARTICIPATION REQUIREMENTS

C/TFN will contact the Employer and the Client/Employee from time to time to ensure the wage subsidy is progressing as planned. In the event the client is not fulfilling their duties under the wage subsidy the employer will notify C/TFN immediately.

It is the responsibility of the Employer to ensure the Client/Employee is attending all regularly scheduled work shifts. In the event the Client/Employee is failing to attend work shifts as scheduled, the Employer will notify C/TFN immediately.

The Employer will submit to C/TFN a copy of an employment contract, signed by the Client/Employee and Employer within 14 days of the start date of this wage subsidy.

The Employer will submit signed pay stubs after each pay period for reimbursement of amounts set out in Appendix “B”.

The Employer will submit the Client/Employee Work Update Form to C/TFN monthly, or Biweekly if needed based on the Client/Employees performance as determined by the Employer.

The Employer must submit all complete documents to the C/TFN Office within 14 working days of the End Date specified in Appendix “B” of this agreement.

In the event that employment ceases at the End Date of this wage subsidy, the Employer will submit to C/TFN within 30 days, a copy of the Client/Employee Record of Employment.

APPENDIX “B”: WAGE SUBSIDY BUDGET

Client/Employee Name: _____ C/TFN Client #: _____

Employer: _____

C/TFN will reimburse the Employer for wage costs for the Client/Employee specified above, under the following parameters:

- Up to minimum wage: (\$10.54/hour) for up to 40 hours per week.
- Employment start date: _____(yyyy/mm/dd)
- End date of wage subsidy payments: _____(yyyy/mm/dd)
- C/TFN contributions are not to exceed 60% of the total on-the-job training budget or the total amount indicated in the C/TFN column in the budget, shown below.

On-the-job training budget:

Categories	Total Cost per Category	Employer Contribution	C/TFN	Other:	Total Contribution
Wage					
Accommodation					
Travel					
Equipment					
Miscellaneous					
TOTAL					

The Employer agrees to:

- employ the Eligible Client/Employee for above-mentioned time period and at a rate of \$_____per hour.
- submit Employee pay stubs, initialled by Eligible Client/Employee, for eligible weeks of employment (as identified above);
- submit documentation as requested in Appendix “A”.

Carcross/Tagish First Nation

Director of Capacity

Date

Career Manager

Date

Education/Employment & Training Officer

Date

Authorized Officers of The Employer

Signature

Date

Position
