

# Nishnawbe-Aski Legal Services Corporation

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L'PCLP·Δᐣ

August 11, 2023

Keith Nett  
RR #2  
Nolalu, ON  
P0T 2K0

**Mailing Address:**

1805 Arthur St. East  
Unit 100  
Thunder Bay, ON  
P7E 2R6

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<http://www.nanlegal.on.ca>

**Re: Employment Agreement – Discharge Driver (Contract Position)**

**Dear Keith:**

On behalf of Nishnawbe-Aski Legal Services Corporation ("NALSC"), I am pleased to offer you employment as a **Discharge Driver** in accordance with the terms and conditions described in the attached employment agreement ("the Agreement").

Please carefully read and consider the terms and conditions in the Agreement and confirm your understanding of, and agreement with, them by signing and returning the countersigned copy to me. Please retain the second copy of the Agreement your records. When countersigned by you, the Agreement shall constitute a binding employment agreement between you and NALSC.

**Keith**, we look forward to working with you and look forward to a mutually successful future together!

Sincerely,



Colette Shwetz  
HR Manager



**Head Office:**

1388 Fort William Rd, Fort  
William First Nation, ON P7J  
1K7

# EMPLOYMENT AGREEMENT

BETWEEN:

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**  
*hereinafter called "NALSC"*

**-and-**

**(Term Position) Keith Nett**

## **1. Employment**

You will hold the position of **Discharge Program Driver**, operating out of **Thunder Bay**, and will report to the program manager. A brief job description for this position, which may be amended by the Company from time to time, is enclosed hereto as Appendix "A". Your title, duties and responsibilities may be changed at the discretion of the Company, consistent with your role, and shall not constitute a constructive dismissal.

For the period that you are employed, the expectation is that you shall devote the whole of your working time, attention, and ability to the business of NALSC and you shall truly and faithfully serve NALSC and shall use your best efforts to promote the interests of NALSC. To that end, you shall not engage in any activities which would result in your interests coming into conflict with the interests of NALSC.

**You are required to provide Human Resources with a clear or satisfactory drivers abstract prior to your start date.** You can obtain a copy of this at <https://www.ontario.ca/page/get-driving-record>

## **2. Term**

Your employment will commence on **August 14, 2023** and end on **March 31, 2024** subject to the termination provisions contained herein. This is a term position and is based solely on approved funding received for the **Discharge Planning program**.

## **3. Probationary Period**

Your employment shall be subject to a three (3) month probationary period, during which time NALSC will determine your suitability. NALSC reserves the right to terminate this Agreement at any time during the probationary period for any reason so long as you are provided with minimum notice of such termination, or pay in lieu of notice, if any, in accordance with the Ontario Employment Standards Act, 2000 (the "ESA"). This probationary period in no way acts as a guarantee of employment for this three-month period.

## **4. Compensation**

You will receive the following compensation and benefits:

- (a) **Local Trip:** You will receive a flat rate of \$25 for each trip you make within 50km of the city/town you are hired for.
- (b) **Non-local Trip:** All travel outside 50km of the city/town you are hired for will be pre-determined and paid per trip. These rates are in the attached "Schedule A."
- (c) You will be eligible to apply for benefits as per the Human Resource Manual.

### ***5. Vacation***

Vacation shall be paid to you each pay period as per the minimum amount required by the ESA (Employment Standards Act).

You are entitled to vacation time as per ESA. All vacation time must be pre-approved and will be scheduled at mutually convenient times recognizing that, in a small office such as ours, we must always be conscious of having coverage.

### ***6. Hours of Work***

This is a contract position. Your hours of work will be on an 'as required' basis, with no guaranteed minimum hours of work. You must be available to respond to and perform your position duties based on the needs of the Discharge Planning Program.

If you are required or work, or request to work, more hours than provided for in this Agreement you must first obtain the written direction or written approval of your program manager within 24 hours of working such hours.

### ***7. Personnel Policies, Procedures and Rules***

You will be bound by any personnel policies, procedures and rules established by NALSC. By signing this Agreement, the Employee confirms that you have been provided with, has read, and agrees to abide by all policies, procedures and rules established by NALSC.

Also, as agreed upon during your interview, you are required to provide a copy of your criminal records check for this position. This will be required as soon as possible and before the end of your probationary period. Should you fail to provide this document, your probationary period may be extended, or your employment may be suspended or terminated.

### ***8. Termination***

While it is difficult to discuss the conclusion of a relationship at the outset, we believe it is helpful to address these issues so that both parties have clarity moving forward.

(a) **By the Employer.** This contract can be terminated by NALSC upon providing the Employee with the greater of 30 days notice or the Employee's statutory notice and entitlements pursuant to the Employment Standards Act, 2000. The aforementioned payments and benefits are inclusive of any damages at common law and nothing further is owed.

(b) **By the Employee.** If you elect to terminate this Agreement, you shall provide NALSC with four weeks' written notice. This notice may be waived by NALSC at its sole discretion, without any further payment or obligation to you.

## **9. Confidentiality**

During the term of this Agreement, you will have access to information that NALSC considers to be confidential. Such confidential information includes, but is not limited to, any information concerning clients, billing rates, employees, methods of procurement, financial, purchasing, marketing, logistical and or sales strategies and techniques of NALSC and other secret information and that such information constitutes valuable, special, and unique property of NALSC.

Accordingly, you agree that you will not, at any time, (either during employment or at any time thereafter) directly or indirectly, disclose to or for the benefit of any person, firm, corporation, association, business entity or agency, governmental or private, of any nature whatsoever and whosoever situate, any confidential information of NALSC, except in connection with the performance of your duties on behalf of NALSC or as publicly available other than as a consequence of the breach by you of your confidentiality obligations hereunder.

## **10. Return of Company Property and Documents**

At the conclusion of employment, or earlier if requested by NALSC, you shall promptly surrender to NALSC, without retaining copies, all tangible items which are or contain confidential information pertaining to NALSC. You shall also return all electronic devices, files, memory keys, correspondence, memoranda, documents, training materials, manuals, computer software, hardware, and printouts, working papers, client lists, telephone/address books, business cards, appointment books, calendars and other tangible items which NALSC gave to you, or which you created in whole or in part within the scope of your employment, even if these items do not contain confidential information.

## **11. Authorization**

By signing this letter, you authorize NALSC to deduct from any outstanding payment, including wages, owed to you by NALSC at any time, any monies which you owe to NALSC.

## **12. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any and all prior and contemporaneous agreements, discussions and understandings. There are no representations, warranties, forms, conditions, undertakings, or collateral agreements, express, implied, or statutory between the parties other than as expressly set forth in this Agreement. No waiver, modification, or termination of any term of this Agreement shall be effective unless in writing and signed by all parties.

### **13. Severability**

The provisions, paragraphs and sub-paragraphs of this Agreement are and shall be deemed to be severable the one from the other. If any one or more of the provisions, paragraphs or sub-paragraphs contained herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, paragraphs and subparagraphs contained herein shall not in any way be affected or impaired.

### **14. Headings**

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning interpretation of this Agreement.

### **15. Governing Law**

This Agreement shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein.

### **16. Assignment**

Except as otherwise provided herein, no assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of all other parties hereto. Notwithstanding the foregoing, NALSC may, upon two (2) days written notice to you, assign its rights, together with its obligations hereunder, to any associate or affiliate of NALSC.

### **17. Interpretation**

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted.

### **18. Independent Legal Advice**

You acknowledge that you have had ample opportunity to obtain independent legal advice in connection with the negotiation and ultimate execution of this Agreement. If you did not obtain independent legal advice, it is because you understood this Agreement, and did not feel that you needed legal advice. You therefore confirm that you are executing this Agreement freely, voluntarily and without duress.

### **19. Copy of the Agreement**

You hereby acknowledge receipt of a copy of this Agreement duly signed by NALSC.

Keith, I extend a very warm welcome to you. I hope you find your employment with the organization challenging and rewarding and look forward to a mutually successful future together.

Yours truly,



Colette Shwetz

HR Manager

I hereby accept the position I have been offered and agree to abide to all the terms and conditions outlined in the letter of employment.



Employee Signature

August 11<sup>th</sup> 2023

Date

## **APPENDIX A - Discharge Program Drivers**

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### **Travel Reimbursement**

**All travel will be through the use of the NALSC company vehicle at the rate of .40/km. In the event the company vehicle is out of commission, a rental vehicle may be provided, or another mode transportation will be approved - i.e., taxi or cab.**

### **Recording Your Travel**

**All travel shall be recorded in a logbook by kilometers per trip. At the end of each pay period, these kilometers will be entered into your timesheet for approval.**

### **Hours Worked / Wait Time**

**All hours worked or any wait time accumulated will be paid out according to the pay rate in your employment contract.**

AP.PENDIX 5 - Term Employee - Benefit Entitlement Schedule - *Effective April 1, 2022.*

**The terms and conditions for eligibility of the following benefits are as follows:**

- Staff must be a term employee with a start and end date to their employment.
- Staff must apply for benefits through CINUP within 7 days of the start of the contract. If staff fail to do so, NALSC reserves the right to revoke their eligibility to apply.
- Staff must be actively working and available as per the terms of their contract.
- Staff cannot participate while suspended from duties.
- Staff are eligible for benefits as per employment agreement.
- Once staff complete the terms of their employment contract, they are no longer eligible for benefits.

**UP TO 3 MONTHS**

Duration of Contract	Health Benefits	Administrator
Up to 3 Months	Not available	N/A

**3 MONTHS to 12 MONTHS**

Duration of Contract	Health Benefits	Administrator
3 Months to 12 Months	1) Dental up to \$1000 2) Eyeglasses up to \$250	HR – Original receipts required to be submitted within 30 days of service.

**12 MONTHS to 24 MONTHS**

**Employee & Family Assistance Program**

	CINUP
	<b>LifeWorks</b> In-person and Immediate Support Counseling 24/7 Service Options Work-Life Balance Consultants LifeWorks Online and LifeWorks Mobile Crisis Management Organizational Services Team

**Group Life**

Benefit	CINUP
Formula	
Status	Flat \$25,000
Non Status	Flat \$2,500
Maximum	\$25,000
Non-Evidence Maximum	\$25,000
Waiver of Premium	Included
Reduction	50% at age 65
Conversion Option	Yes
Termination	Earlier of retirement or age 70

**Dependent Life**

Benefit	CINUP
Spouse	\$10,000
Per Dependent Children	\$5,000
Child becomes Effective	From live birth
Termination	Earlier of retirement or age 70



### Accidental Death & Dismemberment

Benefit	CINUP
Death Benefit Amount	Matches Life Insurance Formula
Dismemberment Benefit Amount	25% - 200% depending on loss
Termination	Matches Life Insurance
Family Transportation	\$15,000
Rehabilitation	\$15,000
Reparation	\$15,000
Funeral Benefit	\$5,000
Hunting / Fishing Accident	Additional \$10,000 if loss of life sustained from a hunting or fishing accident
Workplace / Home / Vehicle alterations and modifications	\$15,000
Day Care Benefits	5% of principal sum, max \$5,000 / child
Education Benefit	5% of principal sum, max \$5,000 / child
Spiritual Retraining Benefit	\$15,000
Critical Illness Benefit	\$1,000 one-time benefit
Covered Illnesses	Cancer (life threatening), Coronary bypass, Heart Attack, Stroke

### Critical Illness

Benefit	CINUP
Critical Illness Benefit	\$25,000
Covered Illnesses	Alzheimer's disease, Aortic surgery, Aplastic anemia, Bacterial meningitis, Brain Intra (surgery), Blindness, Cancer (life threatening), Coxa, Coronary artery bypass surgery, Deafness, Dilated cardiomyopathy, Fulminant viral hepatitis, Heart attack, Heart valve replacement, Kidney failure, Liver failure of advanced stage, Loss of independent existence, Loss of limbs, Loss of speech, Major organ failure of waiting list, Major organ transplant, Motor neuron disease, Multiple sclerosis, Muscular dystrophy, Occupational HIV infection, Paralysis, Parkinson's disease, Primary pulmonary hypertension, Progressive systemic sclerosis, Scurvy, Stroke
Termination	Earlier of retirement or age 65

### Extended Health Care cont'd

Benefit	CINUP
<b>Vision Care</b>	
Co-insurance	100%
Adult	\$300 / 24 months
Dependent Children (18 and under)	\$300 / 24 months
Intraocular Lenses	\$200 / calendar year
Eye Exams	
Adult	One eye exam U & C / 24 months
Dependent Children (18 and under)	One eye exam U & C / 12 months
Survivor Benefit	Up to 24 months
Termination	Earlier of retirement or termination of employment
<b>Travel Coverage</b>	
Out-of-Province / Out-of-Canada	Not Covered
Coverage Paid	Not Covered
Travel Assistance (International)	Not Covered
Termination	Earlier of retirement or age 65
Exclusions	Chief & Council and/or Elected Officials who do not work the minimum hours per week and/or who are paid honorarium are not eligible for Travel Health Benefits or International Travel Assistance

**Extended Health Care**

**Benefit**

**CINUP**

<p>Occupational &amp; Sngle Family Ovarian Implants Ovarian Transplant</p> <p><b>Description of Services</b> Contraception Ont Type Drug Mutualism &amp; Dental Coverage Mental Health Services Smoking Cessation Fertility Treatment Medical Cannabis</p> <p><b>Mutualism Services</b> Contraception Teladoc &amp; Best Doctors Ambulance Dental Services Private Duty Nurse Fertility Treatment Orthotics Orthopedic Shoes Travel Medical Benefit</p> <p><b>Social Medical Equipment</b></p> <p><b>Paramedicals</b> Contraception Occupational Audiology Chiropractic Electrotherapy X-rays Psychological/Social Work Cognitive Behavioral Therapy Counseling / Psychotherapist Crisis Line Infused Massage Therapist / Reflexology Naturopath Osteopathy Osteopath X-rays Physiotherapy / Chiropractic Acupuncture Podiatry / Chiropractic / Podiatry Podiatry X-rays Speech Therapist</p>	<p>None 100% Urgent Care</p> <p>100% Geriatric, Wound, Bedridden, &amp; 7,500 calendar year to \$350 lifetime maximum 15,000 lifetime maximum Not Covered</p> <p>100% Inpatient 1% Outpatient -\$2,000 \$500 calendar year \$300 calendar year 2,000 calendar year Included</p> <p>100% \$500 calendar year \$500 calendar year \$500 calendar year Combined \$500 calendar year \$500 calendar year Combined \$500 calendar year \$500 calendar year \$500 calendar year Combined \$500 calendar year \$500 calendar year \$500 calendar year</p>
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**Dental Care**

**Benefit**

**CINUP**

<p>Dental Care Singles / Family Singles Basic Services Maximum Annual Maximum (maximum) Non-dental Basic Services Maximum Annual Maximum (maximum) Orthodontic Maximum Recumbent Singles X-rays Miscellaneous Specialty Survival Benefit</p>	<p>None \$1,000 100% 60% \$1,000 \$1,000 Once every 6 months Unlimited Oral No Cumulative 12 to 24 months</p>
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