

EMPLOYMENT AGREEMENT

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION
hereinafter called "NALSC"

-and-

(Term Position) Ted O'Flaherty

1. Employment

You will hold the position of **Discharge Program Driver**, operating out of **Kenora**, 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 **November 29, 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 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.

Ted, 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.

Ted O'Flaherty

Employee Signature

NOV 28, 2023

Date

APPENDIX A - Discharge Program Drivers

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	Administrative
Up to 3 Months	Not available	N/A

3 MONTHS to 12 MONTHS

Duration of Contract	Health Benefits	Administrative
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
	Lifeworks In-person and Immediate Support Counselling 24/7 Service Options Work-Life Balance Consultations Lifeworks Online and Lifeworks Mobile Crisis Management Organizational Services Team

Group Life

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

Dependent Life

Benefit	CINUP
Spouse	\$10,000
Per Dependent Children	\$5,000
Child becomes Effective	From live birth
Termination	Earlier at 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
Reparations	\$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
Spousal 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 tumor (malignant), Blindness, Cancer (life threatening), Coma, 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, Severe burns, Stroke
Termination	Earlier of retirement or age 65

Extended Health Care cont'd

Benefit	CINUP
Vision Care	
Co-insurance	100%
Adult	\$500 / 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
Travel Coverage	
Out-of-Province / Out-of-Canada	Not Covered
Coverage Period	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
Deductible - Single / Family	None
Overall Co-Insurance	100%
Overall Maximum	Unlimited
Prescription Drugs	
Co-Insurance	100%
Drug Type	Generic, unless "no substitution"
Drug Maximum	\$7,500 / calendar year
Pay Direct Drug Card	Yes
NTHR Carve-Out for Status Members	Yes
Smoking Cessation	\$350 lifetime maximum
Fertility Drugs	\$15,000 lifetime maximum
Medical Cannabis	Not Covered
Medical Services & Supplies	
Co-Insurance	100%
Teladoc & Best Doctors	Included
Ambulance	Included
HOSPITAL ACCOMMODATIONS	SEMI-PRIVATE
Private Duty Nurse	\$6,000 / calendar year
Hearing Aids	\$500 / 40 months
Cosmetics	\$500 / calendar year, custom-made
Orthopedic Shoes	\$300 / calendar year, custom-made
Travel Medical Benefit	\$2,000 lifetime maximum (distance travelled must be greater than 600 kms return)
Special Medical Equipment	Included
Paramedicals	
Co-Insurance	100%
Acupuncturist	\$500 / calendar year
Audiologist	\$600 / calendar year
Chiropractor	\$500 / calendar year
Chiropractor X-rays	One x-ray U & C / calendar year
Psychologist / Social Worker / Registered Clinical Counsellors / Canadian Certified Counsellors / Psychotherapist	Combined \$500 / calendar year
Dietitian	\$600 / calendar year
Licensed Massage Therapist / Reflexology	Combined \$500 / calendar year
Naturopath	\$500 / calendar year
Osteopath	\$600 / calendar year
Osteopath X-rays	One x-ray U & C / calendar year
Physiotherapist / Occupational Therapist / Athletic Therapy	Combined \$1,000 / calendar year
Podiatrist / Chiropodist / Foot Care Nurse	Combined \$500 / calendar year
Pediatric X-rays	One x-ray U & C / calendar year
Speech Therapist	\$500 / calendar year

Dental Care

Benefit	CINUP
Deductible - Single / Family	None
Status	
Basic Services	100% (first 15% paid upfront)
Minor Services	80%
Annual Maximum (combined)	\$1,500
Non-Status	
Basic Services	100%
Minor Services	80%
Annual Maximum (combined)	\$1,500
Orthodontics	50% (dependents to age 18)
Lifetime Maximum	\$1,500
Recall Exams	Once every 6 months
Scaling Units	Unlimited (no children restrictions)
X-rays	One complete series every two calendar years
Missing Tooth Exclusion	No
Fee Guide	Current, Province of Residence
Specialist Fee Guide	Yes
Survivor Benefit	Up to 24 months
Termination	Earlier of retirement or termination of employment