

Nishnawbe-Aski Legal Services Corporation

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May 16, 2023

Bonnie MacDonald
87 Maple St. N
Timmins, ON
P4N 6B5

Mailing Address:

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

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[Http://www.nanlegal.on.ca](http://www.nanlegal.on.ca)

Dear Bonnie,

This letter is to inform you that the status of your current position as Discharge Coordinator has been approved for a status change from a “term” position to a “full time” position, as defined in the NALSC HR Policy Manual. This will be effective June 1, 2023.

As you well know the implementation of the Discharge Program has been a success and has grown exponentially over the past 2+ years. To support the current and future staff of this program, all discharge worker and coordinator positions will be classified as “full time” moving forward. This change will allow all current and future this staff to access sick credits, vacation credits along with applying for full health and pension benefits after a successful 3-month probationary period. Your amended employment contract reflecting these changes is attached.

Bonnie, we recognize the extraordinary work you do and appreciate your ongoing commitment to the success of the Discharge Program. If you have any questions, please contact your supervisor or HR.

Sincerely,



Colette Shwetz
HR Manager

Cc: Finance



Head Office:

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

Amended May 16/23 by Colette Shuetz. - Colette Shuetz

EMPLOYMENT AGREEMENT

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION
hereinafter called "NALSC"

- and -

Bonnie MacDonald (Term Contract)

1. Employment

You will hold the position of **Discharge Coordinator**, operating out of **Timmins**, 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.

2. Term

You will commence in your new position on **April 1, 2023**, until **March 31, 2024**. This position is based on the annual approved funding for the **Discharge Program**.

3. Probationary Period

Your probationary period of 3 months has been waived.

4. Compensation and Benefits

You will receive the following compensation and benefits:

- (a) **Salary**. You will be paid ~~\$60,000~~ **\$63,323** annually as per approved NALSC pay grid. Our payroll is administered biweekly.
- (b) **Benefits**. You will be entitled to apply for benefits as per the NALSC Policy Manual.
- (c) **Pension**: You will be entitled to apply for pension as per NALSC Policy Manual

5. Vacation

You will be entitled to schedule 3 weeks' paid vacation on your annual hire date. Vacation entitlement is earned at 1.25 vacation days per month. For your first year of employment, your vacation must be earned prior taking vacation days. Please note that vacation entitlement is per your annual hire date, with entitlement increases in accordance with NALSC HR Policies. Although every effort will be made to provide you with vacation time requested, you acknowledge that there may be times when certain vacation time is denied due to the specific needs of NALSC's business. Vacation requests must be made in writing to program manager at least one (1) month prior to the requested vacation period. Should the foregoing amount be less than the minimum entitlement to vacation required in the ESA, then the minimum amount required by that statute shall apply.

6. Hours of Work

Your regular hours of work are from 9am to 5pm, with a one (1) hour unpaid lunch break, for a total of twenty-one (35) hours per week but may be changed based on NALSC's needs. Your hours of work will be determined in consultation with your program manager. You may also be required to work evenings, Saturdays, and Sundays.

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.

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.

Bonnie, congratulations on your new position. I hope you find your new position challenging and rewarding and look forward to a mutually successful future together.

Yours truly,

Colette Shwetz

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.

Bonnie McDonald

Employee Signature

April 1/2023

Date