

Contract of Employment

between

Lanark County Community Justice Program Inc. (LJJC), the Employer

and

Joellen McHard, the Employee

1. SUBJECT

The Employee shall serve as the Executive Director of the Lanark County Community Justice Program Inc. (LCCJ).

1. EFFECTIVE TERM OF CONTRACT

Conditional upon completion of a satisfactory “Criminal Record Check”, or provision of same dated less than one year prior to this offer, this Contract of Employment (the “Contract”) is effective from the Letter of Offer for the Employee that was issued on May 27, 2019.

The Employer may terminate this Contract and the employment created herein, without cause, by giving the Employee the greater of:

1. 30 days notice, or
2. The minimum amount of written notice prescribed by the *Employment Standards Act* (Ontario), as amended from time to time.

The Employer may, at its option, in lieu of giving that amount of written notice, pay compensation that is equal to the salary that the Employee should have earned during the notice period, or give a combination or written notice and payment of compensation in lieu of the full notice prescribed by the *Employment Standards Act* (Ontario), as amended from time to time.

1. DUTIES

The Employee shall perform duties outlined in the Executive Director Job Description, attached herein, which will form part of this Contract. The Employee shall be accountable directly to the Board of Directors and shall see that the directions of the Board are carried out. Unless otherwise directed by the Board of Directors, any activity that the employee may choose to perform, other than those in the attached Job Description, is a volunteer activity and is not covered by this Contract.

1. NATURE OF POSITION

This is a part-time position (22.5 hours per week), effective October 1, 2020, and continuing until further notice or decreased by the board of directors due to the operational needs and/or funding capacity of LCCJ.

1. HOURS OF WORK

The employee may be required, from time-to-time, to work evenings and/or weekends and/or other hours during which the office is normally closed in order to fulfill the duties set out in the Job Description. The Employee will have one half-hour paid lunch break and two (2) paid fifteen (15) minute breaks during the 7.5 hour work day.

If the Employee works more than the contracted hours in any given week, such hours shall be recorded and the employee will take the equivalent time off in lieu of pay. Prior approval of the Finance Committee is required should the number of excess hours be anticipated to accumulate beyond two (2) times the weekly average.

1. LEAVE

The Employee has the equivalent 4.5 paid personal leave days annually during this contract which may be used if needed as sick leave, for doctors’ appointments or to provide care for family members.

These days are not to be used as vacation days and may not be carried over into the next fiscal year. The hours used for personal leave will be tracked on the Employee’s time sheet. The Employee may apply to the Board of Directors for extended illness, personal, religious, family illness or bereavement leave, and such leave may be granted with or without pay at the discretion of the Board.

* 1. PUBLIC HOLIDAYS

The Employee shall not be required to work on public holidays. The Employee’s public holiday pay for a given public holiday shall prorated to the amount of regular wages.

The Public Holidays recognized by this Contract include:

* New Year’s Day
* Family Day
* Good Friday
* Easter Monday
* Victoria Day
* Canada Day
* Labour Day
* Thanksgiving Day
* Remembrance Day – ½ day
* Christmas Day
* Boxing Day
  1. VACATION PAY AND LEAVE

In accordance with the vacation policy. The Employee shall be entitled to 4 weeks (12 days) of paid vacation per calendar year. It is further agreed that the Employee’s vacation time shall be mutually agreed upon by the Board and the Employee with due consideration of office workload and to minimize any disruption to office routines or required regulatory reporting. In the event the Employee does not take the vacation to which they are entitled in any calendar year, the vacation time shall not be carried into the next year without prior authorization from the HR Committee. No monetary compensation is given for unused vacation time.

1. EMPLOYEE DEDUCTIONS

The Employer shall ensure that all legally required employee deductions are made and forwarded to the appropriate authority including Employment Insurance, Canada Pension Plan, and Income Tax deductions.

1. LOCATION OF WORK

The Employee shall work primarily in a home office, but will also work at an LCCJ as required and will coordinate work schedules with the Board and other staff and/or volunteers.

Note: During the active time of Covid-19 extenuating circumstances may exist and should be discussed with the Board.

1. OFFICES AND EQUIPMENT

The Employer shall be responsible for providing, a computer, printer, office supplies and other necessary office equipment required for the performance of the Employee’s duties.

1. TRAVEL STATUS

The Employee shall be entitled to reimbursement for any necessary travel expenses at the mileage, accommodation and meal rates mirroring that of the Ministry of Children, Community and Social Services (MCCSS). This shall not include reimbursement for travel to and from the Employee’s home to the LCCJ office. The Employee shall apply for travel reimbursement by submitting a travel reimbursement form in a timely fashion in accordance with the Expense Reimbursement Policy.

1. OTHER EMPLOYMENT RIGHTS

The Employee shall have the rights afforded by the Employment Standards Act and all other applicable laws of Ontario.

1. CONFIDENTIALITY

All work done or material gathered or prepared in the course of this employment shall remain the property of the Employer and shall be returned to the Employer upon termination of the employment. All information regarding the internal affairs, operations and clients of the employer is privileged and must be kept confidential during the contracted period and after the contract comes to an end. This is a fundamental term of the Contract, breach of which is grounds for immediate termination.

1. GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the Employment Standards Act.

1. ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT

Both Parties acknowledge that they have been advised of their right to seek independent legal advice regarding this Contract and have done so, or waived their right to do so. Upon signing below, the Parties agree to abide by the terms and conditions contained in this Contract and that they have agreed to do so without any compulsion or undue influence.

Signed at in the Province of Ontario, this day of 2021.

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Aisha Toor Joellen McHard

Chair, LCCJ Board Employee

JOB DESCRIPTION – LCCJ Executive Director

The Executive Director (ED) is responsible for the delivery of the programs(s) of the LCCJ in accordance with its Policies and Procedures. The ED will perform the following duties personally or delegate to staff or volunteers in order to ensure the efficient management of resources within the constraints of budget and staffing. The ED will report directly to the Board of Directors (the Board) and will supervise and support staff, contract workers and volunteers to ensure the following is achieved:

1. BOARD OF DIRECTORS AND COMMITTEE SUPPORT
2. Support and advise the Board in their leadership role
3. Draft Policies and Procedures as required by the Board
4. Assist in the implementation of the strategic plan
5. HUMAN RESOURCES
6. Ensure orientation, recruitment, training, placement, supervision, direction, support and discipline to staff and volunteers
7. Strike and assist a hiring committee comprising the ED, Board Chair and one other board member for the program coordinator position and the ED and one member of the Board for other positions
8. Conduct performance evaluations of staff in accordance with LCCJ Human Resource Policies and Procedures
9. Monitor performance evaluation process of the volunteers
10. Provide support and direction to the staff in the day-to-day operation of the organization
11. Research additional training sessions for existing facilitators in conjunction with the Program Coordinator
12. Attend facilitator meetings as needed
13. Ensure that staff vacation and/or other absences from the office are scheduled with a consideration to the daily work commitments of the office and a minimal disruption of service to our clients
14. OFFICE MANAGEMENT
15. Provide a professional presence in the office
16. Maintain confidentiality in all aspects of records management as well as in person, email text, telephone and mail communications
17. Receive and respond to walk-ins, telephone communications, emails, postal correspondence, etc. in conjunction with the Program Coordinator
18. Order and stock office supplies and equipment as necessary
19. Ensure maintenance of office equipment
20. Identify and contract resources as per the Purchasing and Spending Policy
21. Track and file media coverage of LCCJ
22. Maintain a board meeting minute book and policy and procedures manual
23. Act as primary liaison with the landlord
24. Update and produce forms and public relations / communications materials
25. CASE INTAKE, MONITORING AND FILE MANAGEMENT
26. Facilitate and maintain databases such as media, fundraising, community supporters, etc.
27. Conduct a review, as needed, to suggest improvements to the LCCJ case and file management systems
28. Ensure the appropriate filing and storage of confidential case related documents
29. Submit required reports to funders
30. Support and monitor staff and facilitator management of cases by regularly reviewing the case evaluations and actively engaging in case review and debriefing as needed
31. PROGRAM OUTREACH
32. Work on community outreach, external communications and promotional events
33. Create / maintain open lines of communication with all referral sources
34. Identify educational material required and arrange for its production
35. Network and advocate within Lanark County and the town of Smiths Falls to raise the profile of LCCJ
36. Network with other community justice programs
37. Ensure website is updated regularly with information relating to program, trainings, and announcements
38. Develop, review and update referral procedures with the Crown Attorney, Police, school and community.
39. Attend court as required
40. Deliver Crown or Police training / orientation as needed
41. FINANCIAL AND OTHER ADMINISTRATIVE SUPPORT

Support the Board to ensure the organization meets all its legal and financial accountabilities and other responsibilities relating to the management and administration of a non-profit charitable organization, which includes, but is not limited to, the following tasks:

1. Maintain accurate, up-to-date financial records
2. Create and work within the confines of an annual budget
3. Submit all financial and/or progress reports to funders as required
4. Provide all the necessary financial documents for the bookkeeper
5. Collaborate with the Finance Committee on all matters relating to finances and fundraising
6. Provide administrative support to the Finance Committee as required
7. Be responsible for the timely payment of bills, bank deposits, preparation of cheques and payroll documents, tracking expenditures, and bank reconciliations
8. Ensure the payroll remittances are submitted to the Canada Revenue Agency (CRA) as due
9. Ensure the T4 and T4A’s are prepared and submitted as due
10. Submit quarterly and annual reports to the Finance Committee
11. Submit bank reconciliation, visa statement, and payroll records including the remittances monthly to the Treasurer
12. Bring to the attention of the Finance Committee any financial / funding areas of concern
13. Implement and follow the Financial Policies of LCCJ
14. Assist and support the Fundraising Committee
15. Meet all financial and legal reporting obligations
16. CORPORATE / CHARITABLE MAINTENANCE
17. Ensure all records are maintained and reports filed to maintain corporate and charitable status
18. Ensure insurance policies are maintained
19. PERFORM OTHER RELATED TASKS FROM TIME TO TIME AS ASSIGNED BY THE BOARD