

EMPLOYMENT LAW

FOR PGA OF CANADA PROFESSIONALS WHO MANAGE STAFF



“WE ARE EXCITED TO BE WORKING WITH THE PGA OF CANADA AND HOPE THAT ALL OF ITS MEMBERS WILL FIND THE TRAINING VIDEOS AND TOOLKITS THAT WE HAVE PRODUCED TO BE HELPFUL.”

- Stuart Rudner, Employment Lawyer and Mediator

We are excited to be working with the PGA of Canada and hope that all of its members will find the training videos and toolkits that we have produced to be helpful. We have worked with several sports clubs and sports professionals, and would be happy to help you with your Employment Law needs. Feel free to contact us with any questions you may have.

Rudner Law practices exclusively in the area of Employment Law (or HR Law, as it is often called). We work with business owners, HR Professionals, in-house counsel, and anyone else tasked with looking after HR in the organization. Our clients include local start-ups, family businesses, national and multinational corporations, charities and not-for-profit organizations. They all have one thing in common: they have employees, and therefore need to understand employment laws.

We know that you don't have "employment law issues"; you have business decisions to make. And you need to make informed decisions. That's where we come in. We can explain how the law applies to your situation, discuss the options and strategies available to you, and the pros and cons of each. You can then take all of that into account, along with the business and other factors, and decide what makes sense for your organization.

Whatever the issue, we can help. In many cases, we have new employer clients come to us because they have never taken the time to develop an **HR strategy**, which is something we love to do.

We begin by getting to know you, your business, your goals and your concerns. Depending on the situation, we may proceed with a consultation like we do for individuals, or we may arrange a preliminary meeting to discuss your needs and how we can help you. When possible, we like to come to you and get a feel for your work environment.

Then we conduct an **HR Check-Up**, reviewing the core legal documents such as **contracts** and **policies** and ensuring that they are legally effective and strategic. Once that is done, we are ready and able to help with any issue that arises. You won't have to waste time explaining who you are; we already know. And we can help you make strategic decisions designed to meet your goals.

We do want to remind everyone that **these materials do not replace proper advice from a lawyer that specializes in Employment law**. However, we hope that they will make you aware of some of the issues and some of the "red flags" that should prompt you to contact your Employment Lawyer.



VIDEO SERIES

WITH

STUART RUDNER



Managing Contractors and Independent Contractors as the Employer.

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Managing compensation within the contract for employers.

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Knowing what you need to know as an employer. Employment bills, laws, & policies.

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You're Fired! Just Cause for Dismissal in Canada.

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Parting Shots for Employers.

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HR CHECK-UP

Every employment relationship is governed by the complex, intertwining, and ever-changing set of rules and obligations that makes up Canadian Employment Law. This resource will take you through a series of checklists and items to consider and make you aware of issues that might require the assistance of an Employment Lawyer.

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EMPLOYEE HANDBOOK GUIDELINE

This document provides you with an overlook at what your employee handbook can and in some cases, should include. The Employee Handbook, often referred to as a Policy Manual, is a tool that should be used by all Employers to provide essential information to Employees regarding the Organization and its workplace and to establish rules, expectations and procedures.

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EMPLOYMENT AGREEMENT EXAMPLE & TEMPLATE

When we work with a client to draft an employment agreement or an employment agreement template, we caution them that these should be reviewed on a regular basis, and they should not continue using the same agreement year after year, for all sorts of positions. Here is a starting point to help you understand the issues and options available to you..

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EMPLOYER BLOG POSTS

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A Look at Discipline and Dismissal

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#

Check out Stuart's Guide to Canadian HR Law

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Don't Make Assumptions About Employer Rights

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THE STORY OF STUART RUDNER

I always knew that I wanted to be a lawyer, and it was fortuitous that I was introduced to the world of Employment Law during my undergraduate years at McGill University when I studied Industrial Relations.

One of the things that I love about my practice is that every client has a story. It doesn't matter whether it is an individual seeking advice about their employment, a family-run business, or a multinational corporation. Each one has goals and issues that they need to deal with. There's nothing I enjoy more than becoming their Trusted Advisor, educating them, guiding them, and working with them to develop a cost-effective strategy to pursue their goals. I like to advocate on their behalf in order to protect their rights. My firm works with both employers and employees. We are able to see every situation from both sides.

In my practice, I have donated time, money and energy to organizations including the United Way, the One Voice Network, the Job Skills organization, the Family Education Centre, the Lawyers International Food Enterprise (LIFE), and the Volunteer Lawyers Network.

Since the start of my career, I have been actively involved in the Canadian and Ontario Bar Associations. I have volunteered countless hours leading sessions on HR Law topics and serving on committees for the HRPA, and am currently on the Board of Directors of the International Association for Human Resource Information Management (IHRIM).

In 2016, 2017 and 2018, I was selected by my peers for inclusion in 'The Best Lawyers in Canada' in the area of Employment Law. I have been repeatedly named in Canadian HR Reporter's Employment Lawyers Directory and was also named one of Canada's top Legal Social Media Influencer's. My Canadian HR Law Group on LinkedIn now has almost 15,000 members. My previous firm, Rudner MacDonald LLP, was voted one of the Top Three Employment & Labour Boutiques in Canada in Canadian HR Reporter Readers' Choice Awards in 2016 and 2017. I was also honoured that when the Human Resources Professionals Association sought to be part of the groundbreaking case of *Keays v. Honda Canada* at the Supreme Court of Canada, they chose me to be their counsel. Going to the Supreme Court so early in my career was a thrill!

I chair and teach at conferences, I have written two books, *You're Fired! Just Cause for Dismissal in Canada* and *Ultimate Software's Canadian HR Law*, and contributed portions of several other texts. I have also been part of several Editorial Advisory Boards. In addition to my firm blogs, I am the author of Thomson Reuters' Canadian HR Law Blog, a contributor to the First Reference Talks blog, and the Labour and Employment Columnist for The Lawyers Daily.

 **RUDNER LAW**



OUR APPROACH

We advise our clients and advocate on their behalf. We work with them to prevent issues, but when they can't be avoided, we are zealous advocates, whether it is in the context of negotiation or litigation.

Since we work with employers and employees, and we also act as neutrals, we can look at any situation from every perspective. We can credibly anticipate what "the other side" might think, or how they will respond, and advise you on the best way to proceed.

Our approach is simple. We want to understand your circumstances, your concerns, and your goals. We will then ensure that you understand the legal regime along with your rights and obligations. Once that is done, we work with you to design a cost-effective strategy that meets your needs. We want to be your trusted advisor.

We know that you don't have "employment law issues"; you have business decisions to make. And you need to make informed decisions. That's where we come in. We can explain how the law applies to your situation, discuss the options and strategies available to you, and the pros and cons of each. You can then take all of that into account, along with the business and other factors, and decide what makes sense for your organization.

We want to be your Trusted Advisors.

*Give us a call so we can discuss how our firm can help you.
You can reach us at 416.864.8500 or 905.209.6999, or info@rudnerlaw.ca*

WHAT DO YOU HAVE TO LOSE?

HUMAN RESOURCE CHECK-UP



DID YOU KNOW?

Damages arising out of employment-based claims are increasing dramatically, particularly for punitive, moral, and human rights damages - recent awards have seen employers ordered to pay \$100,000, \$200,000, and \$450,000.

Termination clauses, which employers use to clarify and minimize their obligations at the time of dismissal, are routinely challenged in our courts and, in many cases, deemed to be invalid.

Recent legislation mandates that specific terms be included in your harassment policies, requires that all allegations of harassment be investigated, and gives the Ministry of Labour the power to order that an independent investigation take place, at your expense, if the Inspector decides that you did not investigate properly.

The duty to accommodate continues to expand and a failure to properly respond to requests for accommodation can expose an employer to substantial liability and bad publicity.

Why Do You Need an HR Check-up?

Every employment relationship is governed by the complex, intertwining, and ever-changing set of rules and obligations that makes up Canadian Employment Law. They include:

- Employment Standards
- Human Rights
- Occupational Health and Safety
- Privacy
- Labour laws, and
- The Common Law.

Together with verbal and written agreements, these establish the rights and obligations of the parties. These laws do not operate in a vacuum, and there is rarely a "simple question"; rather, they each apply to every situation. Workplace rules and decisions impact, and are impacted, by all of them. **Everything that you do can have an impact on the organization's legal position.** And, of course, the laws are designed to protect employees, not employers. If an issue is not addressed in writing, the law will impose terms which may not be in the employer's best interests.

Every employee has a contract of employment. If there isn't one in writing, then the contract is comprised of the terms agreed upon verbally (typically position, salary and other basic items) and a host of terms implied by law, which are generally not to the benefit of the employer. Even if there is a basic "offer letter", the law will impose other terms unless they are explicitly addressed. Employment agreements are not just for executives anymore.

Organizations should ensure that they do not miss the opportunity to put terms in place that will allow them to operate efficiently while minimizing liability. Many fail to use strategic agreements and policies, allowing themselves to have obligations imposed upon them which cannot easily be changed.

How Can Rudner Law Help You?

We work with new and existing clients in order to make sure that their core HR documents, such as policy manuals and employment agreements, are drafted not only to comply with applicable laws, but also to provide our clients with maximum flexibility and protection when it comes to human resources. It is a mistake to use documents you found online or that were drafted for another organization. To be effective, policies should be tailored to the organization and contracts to the position in question.

The process usually begins with an HR Checkup, during which we review the cornerstones of the legal relationship: your contracts, policies, and procedures. This also gives us a chance to get to know your business, your core values, and your goals. We will help you to ensure compliance with applicable laws, but that is just the first step. We also work with our clients proactively to develop an overall strategy that will allow them to maximize their rights as employers while minimizing liability. We can help employers level the playing field by designing contracts, policies and procedures to establish the “rules of the game”. While employment standards cannot be contracted out of, many laws that favour employees, such as the need to provide reasonable notice of dismissal, can be.

CONTRACTS

With respect to contracts, many organizations have employees sign their contract after they are hired and, in many cases, after they start working. This is a critical mistake and, as a result, they are not worth the paper they are printed on. We work with our clients to help them draft effective employment agreements and implement them so that they will be enforceable.

Organizations should **have every employee sign an employment agreement**. They must also implement the agreement properly by “making the agreement the offer”, rather than introducing it after the individual has verbally accepted or even started the job.

Issues that can and should be addressed include:

- Conditions of offer (reference check, background check, etc.)
- Duties and responsibilities
- Hours of work
- Vacation
- Compensation, including salary, bonuses, commissions and other forms of compensation (retaining as much discretion as possible)
- Benefits
- Confidential information
- Privacy issues
- Ownership of information Conflicting obligations
- Restrictive covenants
- Dismissal (this clause can easily save you tens of thousands of dollars)
- Policies and procedures Discipline
- Misconduct (including off-duty conduct)
- Ownership of social media accounts, and;
- Anything else of importance to the organization

Organizations with seasonal employees should confirm the specific terms and expectations of the relationship. Otherwise they risk unintentionally entering into a relationship of indefinite duration and expose themselves to severance obligations.

Organizations should renew/confirm agreements anytime there is a change, and also take the opportunity to put an agreement in place where there is none. Promotions and salary increases can provide great opportunities to do so.

POLICIES

Many organizations put policies in place “because they have to”. While that is true in limited circumstances, compliance is just the starting point. Policies should do much more: they should establish the rules of the workplace, give the employer appropriate flexibility, and prevent misconduct.

We help clients avoid policy language that is either ineffective or unduly restrictive. For example, many organizations use “boilerplate” language in sick day policies which provides that the employer can request a doctor’s note if the employee is off for more than three days. What about an employee with suspicious absences, such as consistently being “sick” on the Friday before long weekends? With such policy language, the employer cannot require medical documentation.

Once policies are created, you must ensure that your employees are aware of the policies and procedures. The best-drafted policies are worthless if no one knows what they say. We work with our clients to ensure that their policies are implemented properly.

Policies should also be reviewed regularly and updated when necessary. Laws evolve, as do best practices. Changes in legislation can lead to new requirements, such as those established by Bill 132, which came into force in September 2016 and added specific elements which must be addressed in your policies. If you have not updated your policies accordingly, you are in breach of the Occupational Health & Safety Act. We keep our clients advised of such changes and ensure their policies are kept up to date. In addition to legislative changes, as society evolves, so do the issues facing employers. No policy manual drafted ten years ago addresses social media or the use of medicinal marijuana, but those are issues that must now be addressed.

Once the HR Checkup process is complete, we are ready and able to assist you as needed. This includes regular reviews and updates to your core documents, as well as provision of advice (and representation) whenever needed. And since we already know who you are and what your organization is all about, we don't need to waste time getting to know you when you have an urgent matter to address.

Organizations with seasonal employees should understand that they must train their seasonal employees in the same manner in which they are required to train all employees.

Why just play the game when you can make the rules?

RESPONDING TO ISSUES AND REPRESENTING OUR CLIENTS

At Rudner Law, we know that organizations rely on their Human Resources Professionals to ensure that small problems remain small and that big problems do not happen. Management want to know that when they have a question about their workforce that their Human Resources department will have the right answer. That's where a legal team like the one at Rudner Law comes in. We are your resource for issues that arise at all stages of the employment relationship. We can be your sounding-board before decisions are made, and we can help you respond to potential issues and claims. Among other things, we will guide you on matters such as:

- Strategic HR
- Contracts & Policies
- Discipline & Dismissal
- Hiring and Employment Agreements
- Performance Management
- Bullying & Harassment
- Human Rights & Accommodation
- Workplace Health & Safety
- Employees vs Contractors
- Social Media & The Workplace
- Workplace Training

We will work with you to ensure that you understand the legal implications of any issue, as well as your rights and obligations, to minimize the risk of a claim. If, however, your company is faced with a lawsuit, human rights or other claim, Rudner Law will take the lead in developing a strategy to respond. Our team of experienced employment litigators provide zealous representation before courts, tribunals, and mediators.

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THE EMPLOYEE HANDBOOK GUIDELINE



HR LAWYERS. EMPLOYMENT LAWYERS. WORKPLACE LAWYERS.

Why Do You Need an Employee Handbook?

The Employee Handbook, often referred to as a Policy Manual, is a tool that should be used by all Employers to provide essential information to Employees regarding the Organization and its workplace, to establish rules, expectations and procedures, and to justify discipline when it is appropriate.

1. Purpose of the Employee Handbook

The Employee Handbook outlines an Employer's operating procedures by providing an overview of the specific policies (i.e. workplace harassment policies), programs (i.e. work-from-home program), or anything else (i.e. advising of the location of the fire exits) that the Employer wants to inform or have govern the employment relationship. The Handbook and Employment Agreements form the cornerstones of the legal relationship and are often key documents in a workplace or legal dispute, so it is critical to ensure that they are drafted properly.

2 Ensuring that the Employee Handbook is Binding on all Employees

In addition to having an Employee Handbook in place, Employers must take steps to ensure that the Employee Handbook is binding on all Employees.

i. At the Outset of the Employment Relationship

a) Proper Reference in the Employment Agreement

Employers must first ensure that the Employment Agreement properly references and incorporates the Employee Handbook. This can be done in the introduction and then again when discussing Policies. Employers should reference the Employee Handbook in the "Entire Agreement" section of the Employment Agreement, which could read:

15. Entire Agreement

15.1 This Agreement, along with the Employee Handbook and Operating Manual, constitutes the Entire Agreement between the parties with respect to your employment with the Organization.

15.2 You acknowledge and agree that you have received, reviewed and understood each of the documents referenced in section 15.1 above that constitute your Entire Agreement.

In the Employment Agreement, Employers can have their Employees confirm that they have received the Employee Handbook. For example, Section 15.2 above could include a signature line for the Employee as follows:
15.2 You acknowledge and agree that you have received and either reviewed or had sufficient opportunity to review each of the documents referenced in section 15.1 above that constitute your Entire Agreement.

_____ [Employee signature here]

The Employee Handbook should explicitly state that it forms part of the employment agreement and that a breach of any policy will be considered to be a breach of the contract and subject to discipline in accordance with the Discipline Policy (which, of course, should be included).

b) Ensure that the Handbook is Disseminated and Accessible

Employers must be aware that while properly referencing the Employee Handbook is required in order for it to be binding, employees must also be provided with an opportunity to review the Employee Handbook and access it any time they have questions or concerns.

The Handbook can be made available in physical form or electronically, so long as there is no impediment that would allow an Employee to state that they were unable to review it and were therefore unaware of its content. Employers must ensure that all policies are properly publicized, or they risk being unable to rely on them.

ii. During the Employment Relationship

a) Revising the Employee Handbook

It is common for Employers to revise the Employee Handbook over time as laws, practices and circumstances evolve. For example, new legislative changes in 2016 and 2017 added new required policies, and employers that have not done so are in breach of the legislation.

Revising the Employee Handbook will usually involve amendments (i.e. updating a policy) or additions (i.e. creating a new policy). In either of these scenarios, Employers must ensure that any revision is binding. In that regard, when Employers revise the Employee Handbook, they must inform all Employees of the revision and properly disseminate the updated or new content. While a properly drafted Employee Handbook will allow Employers to revise it from time to time by simply giving notice of the revision, Employers cannot use the Employee Handbook to disguise fundamental changes to the employment relationship.

Employers should ensure that Employees acknowledge that they have received and reviewed the new or additional content through a signed acknowledgment or read receipt.

b) Enforcing the Employee Handbook

Employers must ensure that the policies of the Employee Handbook are regularly enforced or they risk not being able to rely on them. For example, if the Employee Handbook contains a Dress Code Policy stating that jeans are not appropriate for the workplace, but Employees routinely wear jeans, then the Employer will be deemed to have condoned such behaviour. If the practice does not follow the policy, it becomes the policy.

In order to ensure that policies remain enforceable, they must monitor conduct and impose discipline in response to breaches.

3. Content of the Employee Handbook

As mentioned, the Employee Handbook often contains a summary of policies and programs. Employee Handbooks should also contain a brief introduction to the organization and information such as the Mission Statement, core values or other guiding documents and policies.

The following section highlights examples of each that are typically be found in Employee Handbook. Please keep in mind that this is a list of examples and not intended to be a comprehensive checklist.

i. Introduction

- o The introduction of Employee Handbooks should be used to advise Employees that:
 - the Employee Handbook forms part of the Employment Agreement;
 - they must acknowledge receipt of the handbook;
 - the Employee Handbook is providing a summary of the Employer's policies, and programs and Employees should consult those documents for detailed information; and
 - the information in the Employee Handbook should be treated as confidential.

ii. Mission Statement

The Mission Statement is a concise declaration of the organization's core purpose. Employers should carefully craft their Mission Statement to ensure that it is clear but not too narrow in scope. Mission Statements provide guidance to Employees by:

- informing them what is important;
- clarifying the intended market to be served; and
- giving the Company direction now and for the future.

For example, the Mission Statement of Amnesty International is:

To undertake research and action focused on preventing and ending grave abuses of these rights.

iii. Policies

Employer policies can be divided into those which are legally required and those which are strongly suggested.

o Policies that are Required:

- Workplace Violence and Harassment Policy;
- Workplace Health and Safety Policy;
- Accessibility Standards for Customer Service Policy;
- Disability-Support and Accommodation Policy; and
- Personal Information Protection or a Privacy Policy.

o Policies that are Strongly Suggested:

- Computer and Internet Use Policy;
- Progressive Discipline Policy; 181 Work Attendance Policy;
- Overtime Policy;
- Conflict of Interest Policy;
- Accommodation Policy (other than for Disabilities);
- Drug and Alcohol Policy;
- Employee Education Policy; EI Vacation Policy;
- Probation Policy;
- Expenses Policy;
- Ethics Policy;
- Code of Conduct;
- Off-Duty Conduct Policy;
- Discipline Policy;
- Dress-Code Policy;
- Leave Policy; and
- Social Media Policy.

iv. Programs

Depending on the nature of the industry, Employers can have a variety of different Programs. For example, some of those might include:

- Work-from-Home Program;
- Flexible Hours Program; and/or
- RRSP or other Contribution Matching Programs.

Keys to Implementing any Policy

- Use clear and unambiguous language
- Publicize the policy so everyone is aware of it
- Including supervisors and managers
- Make employees aware of reasons or concerns underlying policy
- Monitor behaviour
- Discipline violators
- Keep the policy up to date

Conclusion

Every organization should tailor its policies to address the specific circumstances and issues of its workplace(s). While some policies are mandatory, most are not and can be adapted to be most effective for your organization. Some will have legal repercussions, whereas others will relate to the operation of the business and day-to-day issues such as locking or unlocking entrances, cleaning up dishes in the kitchen, and casual days.

The Policy Manual is your opportunity to establish the rules of the workplace. You should not simply use a template you found online or saw at your previous company. You should ensure that it meets your needs. It will be much easier to enforce rules and impose discipline when the rules are clearly spelled out and communicated to everyone.

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EMPLOYEE AGREEMENT EXAMPLE & TEMPLATE



Employment agreements are the single most effective tool that an organization can use to establish the terms of the employment relationship. They can be used to maximize your flexibility as an employer while reducing payroll costs.

We were particularly hesitant to provide a sample Employment Agreement. On one hand, we know that doing so will demonstrate some of the topics and issues that can be addressed in a well-drafted agreement, and how we can work with you to improve your legal position. On the other hand, we do not want anyone to take this template, put their letterhead on it, and begin using it for every employee. That will not serve your purposes and, frankly, the contracts will not be worth the paper that they are printed on.

Unfortunately, we have seen many organizations use employment agreement templates that they find online, or from a friend or colleague (or competitor), or even reuse old employment agreements that were drafted by an Employment Lawyer. Those agreements are often not what the organization thinks they are, in most cases, will not provide any protection. Agreements should be specifically drafted for the organization and for the position. There is no one-size-fits-all. Furthermore, it is important to remember that any **ambiguity, inconsistency, or omission will be interpreted in the interests of the employee, not the employer**. The contract is the best way that an employer can address their particular needs and concerns, and protect themselves by reducing costs and obligations while also increasing their rights.

When we work with a client to draft an employment agreement or an employment agreement template, we caution them that these should be reviewed on a regular basis, and they should not continue using the same agreement year after year, for all sorts of positions. To begin with, laws evolve and best practices change. Furthermore, every position will have its own particular issues to be addressed.

Many organizations have employees sign their contract after they are hired and, in many cases, after they start working. This is a critical mistake and, as a result, they are not worth the paper they are printed on. We work with our clients to help them draft effective employment agreements and implement them so that they will be enforceable.

We understand that legal fees can be expensive, but in almost every case, it will cost less to put a strong contract in place than it will to fix the issues that arise if you don't.

For that reason, we encourage you to review the template and consider the issues raised, but to work with an Employment Lawyer when you implement your own.

ORGANIZATION LETTERHEAD

Date: May 3, 2017

Dear Mr. John Doe:

On behalf of the Oakwood Golf Course (the "**Organization**"), I am pleased to make this offer of employment to you on the terms and conditions set out below.

Although this offer may seem to be quite lengthy and detailed, it is our view that it is best to have an agreement that sets out the rights and obligations of each party in enough detail to minimize future uncertainty. While it is impossible to consider and address every possible issue or scenario, we have attempted to cover many. Along with the terms set out in this document, other important terms of your employment are set out in the Employee Handbook which is attached and forms part of your Employment Agreement.

It is a condition of this offer that you sign and return the attached Employment Agreement within five (5) business days. If you have any questions about this offer, Employee Handbook, Conflict of Interest Policy, Discipline Policy, Personnel Manual, Human Resources Manual or employment with the Organization, generally, please do not hesitate to ask about them. We want to make sure that you fully understand the terms of our relationship, if you choose to accept this offer. For that reason, we encourage you to review all of the documents in detail and seek whatever professional advice you feel is necessary.

Please remember that your employment with the Organization has not been confirmed until you sign the Employment Agreement and all conditions (if applicable) have been satisfied.

Do not take any actions that might compromise your interests, such as resigning from current employment or making plans to relocate, until we have confirmed your employment with the Organization.

We look forward to receiving your signed Employment Agreement.

Sincerely,



Joe Smith
Director of Human Resources
Oakwood Golf Course 12345 Dublin Line
Acton, Ontario L7J XXX

EMPLOYMENT AGREEMENT

The following outlines the terms of our employment relationship. Please take the time to review these terms carefully.

1. TERM

Your employment with the Organization will start on February 20, 2017 and, subject to the terms and conditions set out below, will continue for an indefinite period of time. However, you understand that the Organization only operates from April to September to (the "Golf Season") and you have no expectation of receiving work from the Organization outside the Golf Season. You understand that you may be asked to work outside the Golf Season depending on the nature of your position, unseasonably warm weather and in accordance with the Organization's business needs.

OR

Your employment with the Organization will start on April 1, 2017 and continue until October (the "Golf Season"). For clarity, the Organization is not your employer outside of the Golf Season and has no obligations to you outside of the Golf Season. The Organization may, at its sole discretion and in writing only, renew your employment for subsequent golf seasons under the terms and conditions of this Employment Agreement. [Note: the remainder of this sample Employment Agreement assumes that the Term of this Agreement is in accordance with the "indefinite period of time" clause above and not the April to October clause.]

2. POSITION AND DUTIES

2. POSITION AND DUTIES

2.1 Your starting position will be that of Manager of Knowledge Management Programs. You will report directly to the Director of Knowledge Management Programs (currently Mr. Bill Smith). Over time, your position within the Organization may change, at the discretion of the Organization. Such changes will not impact any other terms of this Agreement, which will remain in force unless amended in accordance with paragraph 20 of this Agreement.

2.2 Your initial duties will be as set out at Schedule "A", as well as any other duties which the Organization may from time-to-time assign to you. You specifically agree that the Organization will have the right to make reasonable changes to your duties, reporting relationships, and other terms of the employment relationship, and such modifications or changes will not constitute a constructive dismissal. Without limiting the generality of the foregoing, you understand that the Organization is national in scope, with nine (9) zone offices across Canada, and agree that your place of employment may be changed at the discretion of the Organization.

2.3 You agree to serve the Organization faithfully, honestly, diligently and to the best of your ability. You will (except in the case of illness or accident) devote all of your working time and attention to your employment hereunder and shall use your best efforts to promote the interests of the Organization.

2.4 You agree to act in accordance with the goals and policies of the Organization and its leadership, and agree not to do anything that would undermine or subvert them in any way. Without in any way limiting the foregoing, you will conduct business in a manner which at all times reflects favourably on the Organization and its leadership and will not engage in any unfair, unlawful or deceptive practices.

2.5 You agree to abide by all applicable professional obligations, and to advise the Organization of any breaches or potential breaches thereof, as well as any claims or potential claims arising in any way out of the performance or failure to perform your duties.

3. PERIOD OF PROBATION

- 3.1 In order to allow you the opportunity to get to know the Organization and its operations, and to allow the Organization to assess your suitability to perform your duties, there shall be a probation period of 90 days, commencing on the first day of employment. During or at the conclusion of the day probation period, you shall be entitled to resign without notice to the Organization, and the Organization shall be entitled to terminate this Agreement without any notice or pay in lieu thereof, aside from any notice or pay in lieu thereof required by the Employment Standards Act of Ontario (the "Act").
- 3.2 The Organization has the right to extend the probation period as it deems appropriate and the Organization shall be entitled to terminate this Agreement during the extended probation period(s) without providing any notice or pay in lieu thereof to you, aside from any notice or pay in lieu thereof required by the Act.

4. HOURS OF WORK AND OVERTIME

- 4.1 Our core office hours are 9:00 AM - 5:00 PM, Monday to Friday, but you will be expected to work the hours necessary to complete all of your assigned duties competently. As a manager, you are not eligible for overtime pay.

5. SALARY

- 5.1 The Organization shall pay you a gross annual salary of \$60,000.00 CAD, less applicable deductions, payable semi-monthly in arrears.
- 5.2 Although the Organization may decide to increase your salary from time to time, there is no obligation on the part of the Organization to do so, and any such changes will be solely at the Organization's discretion.

6. DEDUCTIONS

- 6.1 The Organization shall have the right to deduct and withhold from your paycheque, including any pay in lieu of notice of termination, any amounts required to be deducted and withheld by the Organization pursuant to any present or future law.
- 6.2 If, at the time of termination of this Agreement, you owe money to the Organization for whatever reason, you agree that the Organization will have the right, subject to the Act, to deduct the amount owing to it from any payments that are to be made to you, including not limited to accrued salary and vacation pay or pay in lieu of notice of termination.

7. BONUSES

- 7.1 The Organization may, at its sole discretion, pay bonuses to you from time to time. You agree that the Organization has no obligation to do so, and that payment of any bonus does not create a future obligation to pay further bonuses. Any such bonus shall be paid only during the period of the Employee's active employment and will be granted as an inducement for Employee to remain in such active employment, and as an incentive for increased efforts on behalf of Organization by the Employee during the period of his active employment.

- 7.2 To be clear, no bonus will be payable once you cease active employment with the Organization. For example, should you resign from your employment with the Organization, you will not be entitled to payment of any bonuses that might otherwise have been paid after the date of your resignation. Should you be dismissed with or without cause, you will not be entitled to payment of any bonuses that might otherwise have been paid after the date upon which notice of your resignation or dismissal is given, even if it would have been payable during the applicable period of notice.
- 7.3 Other than as required by the Act, bonuses will not be taken into consideration in calculating any termination pay or pay in lieu of notice

8. BENEFITS

- 8.1 Once you have successfully completed the probation period, you shall be entitled to participate in all of the Organization's benefit plans generally available to its employees in accordance with the terms thereof. A summary of the benefits currently available can be found at Schedule "B." All benefit plans are available for review on request. In the event of any inconsistency between the wording of the summary and the wording of the benefit plan document, the latter shall prevail.
- 8.2 We reserve the right to discontinue or amend any group insurance benefit plan.

9. EXPENSES

- 9.1 You shall be reimbursed for all authorized out-of-pocket expenses actually and properly incurred by you in connection with your duties hereunder. For all such expenses, you shall furnish to the Organization statements and vouchers as and when required by the Organization.
- 9.2 Any expense over the amount of \$100.00 must be approved in advance by Mr. Bill Smith.

10. VACATION & VACATION PAY

- 10.1 You are entitled to three (3) weeks of vacation, earned at the rate of 1.25 days per month. Vacation time is to be scheduled with the approval of your supervisor or manager subject to business requirements.
- 10.2 Any vacation that you take in any given year shall count first towards your two-week statutory allowance and then towards any additional vacation time to which you are entitled.
- 10.3 Any accrued and unused vacation (beyond your statutory allowance) may not be carried over into the next year without your supervisor or manager's written approval.
- 10.4 Vacation pay will be provided to you on the basis of base salary alone except as otherwise required by statute. If you have taken vacation time before it is earned, we may deduct the applicable amount from any payments owing to you when your employment ends.

11. NO CONFLICTING OBLIGATIONS

- 11.1 You acknowledge and represent to the Organization that your performance as an employee of the Organization shall not breach any agreement or other obligation to keep confidential the proprietary information of any prior employer of yours or any other third party. You further acknowledge and represent that you are not bound by any agreement or obligation with any third party which conflicts with any of your obligations under this Agreement.

- 11.2 You represent and agree that you will not bring to the Organization, and shall not use in the performance of your work with the Organization, any trade secrets, confidential information and other proprietary information of any prior employer of yours or any other third party. You represent and agree that in your work creating developments you will not knowingly infringe the intellectual property rights, including copyright, of any third party.
- 11.3 Any legal obligation on your part that would restrict your ability to carry out your duties under this Agreement will constitute just cause for dismissal.

12. PROTECTION OF BUSINESS INTERESTS

Confidentiality

- 12.1 In the course of your employment, you may receive confidential information about the Organization and its customers. For the purposes of this Agreement, confidential information includes but is not limited to:
- processes, research and development information;
 - trade secrets;
 - information about the Organization's operations, including products and services offered;
 - financial information, such as pricing and rate information;
 - documents, records or other information concerning the Organization's sales or marketing strategies;
 - customer lists, records and information including lists of present and prospective customers and related information;
 - information relating to employees, vendors and contractors of the Organization including employment status, vendor/contractor status, human resources records, performance information, compensation information and job history;
 - privileged information, including advice received from professional advisors such as legal counsel and financial advisors; and
 - information contained in Organization's manuals, training materials, plans, drawings, designs, specifications and other documents and records belonging to Organization, even if such information has not been labeled or identified as confidential.

Information will not be considered confidential for the purposes of this Agreement if:

- i) it was rightfully in your possession prior to your employment with the Organization;
- ii) it was publicly available through legitimate means; or
- iii) it was received by you in a non-confidential manner from a third party that was not under obligation to Organization to maintain such information in confidence.

You understand that disclosure of confidential information would be highly detrimental to Organization's best interests and agree:

- i) to take precautions to protect and maintain the Organization's confidential information;
- ii) to only release confidential information to those authorized to receive it, and then only on a need-to-know basis;
- iii) not to disclose, publish or disseminate to any unauthorized person, at any time either during your employment or after it ends, confidential information;
- iv) not to remove any confidential information from the Organization's premises without our express permission;

- v) not to use any confidential information, either directly or indirectly, other than as necessary in carrying out your duties on behalf of the Organization, at any time during or subsequent to the period of your employment, without first obtaining the Organization's consent;
- vi) not to use any confidential information for the purpose of assisting any entity that competes with the Organization or its subsidiaries;
- vii) to take all reasonable precautions to prevent inadvertent use, copying, transfer or destruction of any confidential information; and
- viii) to safeguard against unintentionally disclosing confidential information (i.e. by not discussing confidential information in public or on a cell phone and by not working with confidential information on a laptop in public, or transmitting such information by unsecured means).

When your employment ends, you must immediately return all materials or property belonging to the Organization. You agree not to retain, reproduce or use any confidential or proprietary information or property belonging to the Organization.

- 12.2 You acknowledge and agree that the obligations under this section are to remain in effect in perpetuity, and shall remain in force regardless of how your employment relationship with the Organization comes to an end, including but not limited to situations where the Organization terminates the relationship for just cause.

Non-Solicitation

- 12.3 In recognition of the access you will have to our processes, employees and customers, you agree that during your employment and for six (6) months after it ends, you will not, either directly or indirectly, communicate with the Organization's employees or customers whom you had dealt with directly during the last three (3) years of your employment for the purpose of inducing them to end their relationship with the Organization. You also agree not to accept business from any entity that was a customer of the Organization during your employment, for a period of one (1) year after your employment ends.

- 12.4 This covenant shall remain in force regardless of how your employment relationship with the Organization comes to an end, including but not limited to situations where the Organization terminates the relationship for just cause, and despite any changes to other terms of your employment agreement over time, including changes in your position and/or duties and responsibilities.

Non-Competition

- 12.5 In light of the nature of your position and the close relationship you will have with our customers, it is important for us to limit interference with our business. Therefore, during your employment and for six (6) months after it ends, you will not work at, engage or assist in the operation of any organization that provides fundamental skills training in the sport of golf or administers golf tournaments to youth and adults within Canada.
- 12.6 It is not our intention to unduly restrict your employment prospects. Accordingly, the Organization may agree to waive this provision if we are able to establish appropriate safeguards to minimize the impact any proposed employment with a competitor will have on Organization's business interests. Any such waiver must be in writing and signed by an authorized representative of the Organization.

12.7 This covenant shall remain in force regardless of how your employment relationship with the Organization comes to an end, including but not limited to situations where the Organization terminates the relationship for just cause, and despite any changes to other terms of your employment agreement over time, including changes in your position and/or duties and responsibilities.

Conflict of Interest

- 12.8 To enable you to meet the demands of your position, we require your full attention. Accordingly, while you are employed with us, you must devote yourself exclusively to the business of the Organization. You agree that you will not engage in any other business activity or employment during your employment, without the Organization's prior written approval. The organization agrees not to withhold such approval unreasonably.
- 12.9 You are required to abide by the terms of our Conflict of Interest Policy and to avoid any conflicts of interest or perceived conflicts of interest that might force you to choose between your own personal or financial interests and the interests of the Organization. A conflict of interest includes, without limitation:
- obtaining for yourself or an entity in which you have an interest, any proprietary or business advantage, either belonging to the Organization or for which the Organization has been negotiating;
 - having a personal or financial interest that impairs your ability to perform your duties in an objective manner;
 - using your position for personal or financial gain for yourself or for a spouse, family member or close personal friend; and
 - receiving business gifts or entertainment that compromise, or appear to compromise, your ability to make objective and fair business decisions.

Ownership of Creations

- 12.10 You hereby agree that all rights, title and interest in and to all things developed, conceived, or in any way created by you in connection with the services to be provided pursuant to this Agreement, and the results thereof (whether tangible or intangible), shall be owned exclusively and solely by the Organization, including, without limitation, all patents, copyrights, trade secrets, innovations, concepts, ideas, any and all source code relating to software developed hereunder or intellectual properties.
- 12.11 You agree to promptly disclose to the Organization in writing, all patent applications, inventions or improvements that relate to or are connected with areas of existing or reasonably foreseeable business interests of the Organization that you make during your employment with the Organization and within one (1) year after it ends. Any patent applications you file or inventions or improvements you make within one (1) year after your employment terminates are presumed to relate to existing or reasonably foreseeable business interests of the Organization, unless you can provide sufficient evidence to the contrary. All such inventions or improvements are the exclusive property of the Organization and you agree to assign all rights to them. Please attach a list of any patents or inventions made by you prior to the date of this Agreement that you wish to exclude from this Agreement.
- 12.12 You agree to waive any moral rights you may have in relation to any copyrightable material you create during your employment with the Organization and within one (1) year after your employment ends.
- 12.13 Upon request by the Organization, either during or after your employment, you agree to execute any applications, assignments, waivers and other instruments that the Organization deems necessary to obtain all applicable proprietary rights, without additional compensation.

- 12.14 Your obligations with respect to inventions and improvements are binding on all of your heirs, executors, successors and assigns.

Informing Prospective Organizations

- 12.15 You shall inform any prospective Organizations of the existence of this Agreement and the obligations which it imposes upon you under this section 12 in particular.

13. USE OF TECHNOLOGY

- 13.1 In this Agreement, "Social Media" includes but is not limited to all social networking sites including, but not limited to, Facebook, LinkedIn, Twitter and MySpace, blogs, micro-blogging (such as Twitter) and file sharing sites (such as dropbox).
- 13.2 You understand that the Organization's computer systems and equipment may be searched and/or monitored from time to time for various business reasons including ensuring compliance with the Organization's policies. You acknowledge that you have no expectation of privacy with regard to use of email, internet, or the Organization's provided computer systems or other devices, such as iphones, ipads, blackberries and other equipment (the "Information Systems"). The Organization has the right, but not the obligation, to inspect and to monitor the use of any of its Information Systems, including, without limitation, inspecting the contents of voice mail and email messages and internet usage, including Social Media activity.
- 13.3 As a simple guideline, if you do not want members of the Organization to see something, do not access, send, receive, store or otherwise manipulate it using our Information Systems.

14. POLICIES OF THE ORGANIZATION

- 14.1 The terms of your employment with the Organization will also be governed by the Employee Handbook, a copy of which is attached.
- 14.2 You acknowledge that you are bound to follow the lawful policies and procedures established by the Organization, from time to time, and that you have been provided with a copy of the Human Resources Manual, which you have read and understood and agree to be bound by.
- 14.3 We may amend our policies, at our sole discretion, and any new or amended policies will become part of this Agreement.

15. END OF EMPLOYMENT AND TEMPORARY LAYOFFS

- 15.1 Although it is difficult to contemplate ending our relationship when it is just beginning, it is mutually beneficial to determine our respective obligations ahead of time. This Agreement can be terminated prior to the expiration of the term set out above in any of the following circumstances:
- (a) **New agreement:** This Agreement will come to an end if we enter into a new employment agreement.
 - (b) **Resignation:** You may resign from your employment by giving us three (3) weeks' written notice.

If we do not require you to report to work during the resignation period, we will continue your salary to the end of the three (3) week period.

- 15.2 (c) **Termination Without Cause:** We may terminate your employment at any time and in our sole discretion by providing you with written notice and/or pay in lieu of notice. The notice or pay in lieu to be provided will be two (2) weeks for every year of service, prorated for partial years (the "Severance Period"); this includes any applicable notice and severance requirements in accordance with the Act.

If pay in lieu of notice is provided, you will receive only your base salary and employment-related benefits for the applicable period, save and except for short-term disability, long-term disability, which will not continue beyond the statutory notice period or as required by applicable employment standards legislation.

You have an obligation to take all reasonable steps to mitigate the loss of your employment. Your obligation includes an obligation to accept reasonable alternate work offered to you if your position with the Organization ends.

If you obtain alternative employment (or otherwise commence earning income in lieu of working for the Organization), before the expiry of the Severance Period the payments will end immediately and the Organization will pay you the equivalent of 50% of the amount owed from the date you commence alternative employment (or otherwise commence earning income in lieu of working for the Organization) and the expiry of the Severance Period provided, that you will never receive less pay in lieu of notice (and severance pay, as applicable) than you are entitled to under the employment standards legislation applicable to your employment.

You agree to immediately advise the Organization when you receive an offer of employment, commence alternative employment (or otherwise commence earning income in lieu of working for the Organization).

You agree that in exchange for the notice and/or pay set out herein that exceed your minimum entitlements pursuant to the Act, you will execute a Full and Final Release, in a form acceptable to the Organization, pursuant to which you will agree to waive any and all claims relating to your employment with the Organization or the termination thereof.

- 15.3 (d) **Probationary Period:** During the 90 day probationary period, either of us may terminate this Agreement without notice.

- 15.4 (e) **Termination With Cause:** We may terminate your employment for just cause at any time without notice, pay in lieu of notice, severance pay, or other liability, other than any notice, pay in lieu of notice or severance required pursuant to the applicable employment standards legislation. For the purposes of this Agreement, just cause includes, but is not limited to:

- i) a material breach of this Agreement or our employment policies;
- ii) unacceptable performance standards;
- iii) theft, dishonesty or falsifying records, including providing false information as part of your application for employment;
- iv) intentional destruction, improper use or abuse of the Organization's property;
- v) violence in the workplace;
- vi) obscene conduct at our premises property or during Organization-related functions at other locations
- vii) harassment of your co-workers, supervisors, managers, customers, suppliers or other individuals associated with the Organization;
- viii) insubordination or willful refusal to take directions;
- ix) intoxication or impairment in the workplace;
- x) repeated, unwarranted lateness, absenteeism or failure to report for work;
- xi) personal or off-duty conduct (including online conduct) that prejudices Organization's reputation, services or morale; or
- xii) any conduct that would constitute just cause pursuant to common law.

It is intended that this termination provision includes any entitlements you have pursuant to the Act. In the event that your entitlements pursuant to the Act exceed these contractual provisions, those statutory provisions shall replace these contractual provisions and no further payments are required. You agree that the provision of notice, pay in lieu, or a combination of both as set out above will fully satisfy all obligations of the Organization to you, whether arising pursuant to statute, common law or otherwise, and that you will have no further entitlement to notice, pay in lieu, or severance arising out of your employment or the termination thereof. To be clear, these provisions replace any common law entitlement that you would otherwise have.

Social Media and Online Presence

- 15.5 In the event that your employment with the Organization ends for any reason, you agree that within 15 days, you will update any online profiles, directories or other websites in order to indicate that you are no longer employed by the Organization.

Temporary Layoffs

- 15.6 Although we hope that it will not be necessary, we reserve the right to temporarily lay you off from your employment, in accordance with the Act. A temporary layoff will not be considered a termination of your employment unless it is deemed to be one under the Act.

16. DISCIPLINE

- 16.1 The Organization believes in a policy of progressive discipline, ultimately resulting in dismissal if an Employee's conduct or performance constitutes just cause. You agree that the Organization is entitled to discipline you for inappropriate behaviour or performance. Such discipline will be in accordance with the Organization's Discipline Policy, a copy of which has been given to you and which you acknowledge having received, read, and understood/is included in the Human Resources Manual or the Human Resources Manual as it may be amended from time to time.
- 16.2 You specifically acknowledge that as part of the discipline process, the Organization has the right to suspend you without pay. You also agree that the Organization will have full discretion with respect to the manner in which it imposes discipline, and that the Organization will not be obligated to follow a set order of disciplinary steps.

17. JURISDICTION

- 17.1 The provisions hereof shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

18. SUCCESSORS

- 18.1 The provisions hereof shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and other legal representatives, provided that this Agreement shall not be assigned by any party without the written consent of the other, which consent may not be unreasonably withheld.

19. ENTIRE AGREEMENT

- 19.1 This Agreement, along with the Employee Handbook, Conflict of Interest Policy, Personnel Manual, Human Resources Manual and Discipline Policy constitutes the Entire Agreement between the parties with respect to your employment with the Organization and cancels and supersedes any prior representations, understandings and agreements between the parties hereto with respect thereto.
- 19.2 You acknowledge and agree that you have received, reviewed and understood each of the documents referenced in section 19.1 above that constitute your Entire Agreement.
- 19.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

20. AMENDMENTS

- 20.1 This Agreement may only be amended by an agreement in writing, signed by the party against whom enforcement of any waiver, change, extension or discharge is sought.

21. WAIVER

- 21.1 Any purported waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

22. SEVERABILITY

- 22.1 If any term or provision herein is deemed to be void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

23. TERMS REMAIN IN EFFECT DESPITE CHANGES IN RELATIONSHIP

- 23.1 You agree that although some terms of the employment relationship may change over time (for example, your position, your salary and other forms of remuneration may change), all other terms of this Agreement will remain in effect unless explicitly amended in accordance with paragraph 20 above. Without in any way limiting the foregoing, the termination provisions set out above will continue to remain in effect, and apply in the event of termination of your employment with the Organization, unless amended in accordance with paragraph 19 above.

24. INDEPENDENT ADVICE

- 24.1 You confirm that you have been afforded an opportunity to obtain independent legal advice with respect to this Agreement and its terms and are executing this Agreement freely, voluntarily and without duress, with the intent that our relationship will be bound by the terms and conditions set out herein.



Signature

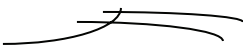
ACCEPTANCE AND ACKNOWLEDGMENT

I have had ample opportunity to review the terms of the Organization's offer of employment as set out in this letter with legal counsel. If I did not do so, it is because I understood the terms of the offer, and the consequences of agreeing to them, and I decided not to seek legal advice with respect thereto.


I hereby accept the offer of employment set out above. I acknowledge that I am accepting this offer freely, voluntarily and without duress, and with a full understanding of the consequences of doing so.

I confirm that I have reviewed the terms of this offer with legal counsel.

I confirm that I had the opportunity to review the terms of this offer with legal counsel, but chose not to



Witness
James Bond



NAME John Doe

Print Name of Witness
100 Shaken not Stirred Avenue, Maple,
ON ZZZ 007
Address of Witness

**SCHEDULE A
INITIAL DUTIES AND RESPONSIBILITIES**

TITLE: Manager of Knowledge Management
REPORTS TO: Director of Manager of Knowledge Management
POSITION DESCRIPTION SUMMARY:

The key objectives of the Manager of Knowledge Development are to inform marketing content, undertake internal and external thought leadership and support strategy. In doing so, he will lead a team of 3 Analysts and will be accountable to develop point of views around industry trends and best practices.

He will also develop relationships with key industry stakeholders externally in order to deepen their knowledge of high target verticals and create access to insider insights that will deepen the Organization's understanding of the complexities of our clients' operations.

MAJOR RESPONSIBILITIES

- Marketing Content Creation - Working with our various external marketing channels
- Thought leadership focused on elevating internal associates/sharing knowledge through formal seminars, digital distribution or presentations in addition to less formal board room discussion
- Thought leadership is built through a mix of primary research, secondary research, organizational analytics and industry POVs created through a combination of internal SMEs and the team's industry knowledge.
- Educate associates on R&D capabilities/role
- Leverage the thought leadership and research projects to help to raise the overall IQ of Associates
- Direct client engagements (support)
- Help solve internal business questions and challenges with client service teams

REQUIRED SKILLS AND EXPERIENCE

- Strong secondary research skills.
- Exposure to loyalty and data analytics strategy and the functioning of various loyalty and data analytics frameworks and models.
- Strong business writing skills.
- Ability to explain complex ideas to non-experts.
- Ability to communicate with business leaders.
- Ability to build and maintain agreement among stakeholders in a variety of org functions and across levels
- Ability to develop and communicate a research plan to answer complex questions across a variety of business units

SCHEDULE B CURRENT EMPLOYEE BENEFITS

Employee Life Insurance

\$50,000 Benefit

Accidental Death and Dismemberment

\$150,000 Benefit

Long Term Disability

Benefits from the 151st day of disability up to age 70.

Extended Health

50% coverage of all prescription drugs 100% coverage of all other eligible benefits

Dental

\$100 calendar year deductible 100% coverage of Basic services

Benefit Maximum of \$5,000 per calendar year

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RESOURCES](#)

