

Nishnawbe-Aski Legal Services
Corporation

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July 29, 2024

April Chapman
Box. 199, 2273 Okimaw Rd,
Big Trout Lake, ON
POV 1G0

Re: Employment Agreement – Restorative Justice Worker

Dear April,

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

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

April, congratulations on your new position!

Yours truly,



Colette Shwetz
Director of Human Resources

Mailing Address:

101 Syndicate Ave N,
Suite 101, Thunder Bay,
On P7C 3V4

Tel: (807) 622-1413
Fax: (807) 622-3024

Email:
info@nanlegal.on.ca

Website:
Http://www.nanlegal.on.ca



Head Office:

678 City Road,
Fort William First
Nation, ON P7J 1K3

EMPLOYMENT AGREEMENT

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION
hereinafter called "NALSC"

- and -

April Chapman

1. Employment

You will hold the position of **Restorative Justice Worker**, operating out of Big Trout Lake, 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. 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 **July 29, 2024**, and this Agreement will continue for an indefinite duration, subject to the termination provisions contained herein. This position is based on the annual funding for the **Ministry of Children Community and Social Services Program**.

3. Probationary Period

The mandatory 3-month probationary period has been waived as per the NALSC Probationary Period Policy.

4. Compensation and Benefits

You will receive the following compensation and benefits:

(A) Salary. You will be paid **\$54,113** annually. Our payroll is administered biweekly. Your position "**Restorative Justice Worker**" has been placed in pay band (6) and your grid position is (0).

(B) Benefits. Your benefits and eligibility will remain the same and continue from your previous position.

(C) Pension. Your benefit terms and eligibility will remain the same and will continue without interruption, from your previous position. If there is a change in compensation, your pension will adjust accordingly.

receive your minimum entitlements pursuant to the ESA.

(b) **Without Cause.** In the absence of just cause, NALSC may terminate this Agreement for any reason and at any other time upon providing you with your entitlements pursuant to the ESA. This notice or pay in lieu of notice shall be calculated based on your base salary only and shall be in full satisfaction of any obligations owing to you by NALSC, statutory, common law or otherwise.

(c) **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.

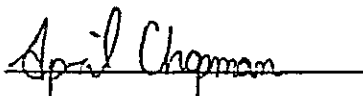
April, congratulations on your new position. I hope you find your new position challenging and rewarding and look forward to a mutually successful future together.

Yours truly,


A handwritten signature in cursive script, appearing to read "Colette Shwetz", followed by a stylized flourish.

Colette Shwetz
Director of Human Resources

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.

A handwritten signature in cursive script, appearing to read "April Chapman", written over a horizontal line.

Employee Signature

A handwritten date "2024/07/29" written over a horizontal line.

Date

Nishnawbe-Aski Legal Services Corporation

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July 24, 2024

Human Resources,

As of July 22, 2024 I have returned back to work as the Youth Intervention for the community of Big Trout Lake. Recently it has come to my attention that the position of the Restorative Justice worker has become available and I would like to become the in community worker for RJ. I feel that I am fully capable of being able to successfully implement the program to the community. Over the course of my employment I have been assisting within the RJ program I have gained the skills and abilities to take on this new role.

Thank you for your consideration,

April Chapman.

Mailing Address:

101 Syndicate North,
Suite 101
Thunder Bay, ON
P7C 3V4

Tel: (807) 622-1413
Fax: (807) 622-3024

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