

EMPLOYMENT AGREEMENT

BETWEEN:

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION
hereinafter called "NALSC"**

- and -

Jonathan Quequish

1. Employment

You will hold the position of **Pre-Charge Worker**, operating out of **Sioux Lookout** 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 employment on **November 8, 2022**. Your employment is subject to the termination provisions contained herein. This position is based on the annual approved funding for the Pre-Charge Program.

3. Probationary Period

Your employment shall be subject to a three (3) month probationary period, during which time NALSC will determine your suitability. NALSC reserves the right to terminate this Agreement at any time during the probationary period for any reason so long as you are provided with minimum notice of such termination, or pay in lieu of notice, if any, in accordance with the *Ontario Employment Standards Act, 2000* (the "ESA"). This probationary period in no way acts as a guarantee of employment for this three-month period.

4. Compensation and Benefits

You will receive the following compensation and benefits:

- (a) Salary. You will be paid **\$49,000** annually. Our payroll is administered biweekly.

(b) **Benefits.** You will be entitled to participate in the benefit plan offered by NALSC to its employees during the term of this Agreement. The benefit plan is available to you following the completion of your probationary period, described above. NALSC reserves the right to vary the benefit plan at any time at its sole discretion.

(c) **Pension.** You will be entitled to participate in the pension plan offered by NALSC to its employees during the term of this Agreement. The pension plan is available to you following the completion of your probationary period, described above. NALSC reserves the right to vary the pension plan at any time at its sole discretion.

You agree and acknowledge that all benefit coverage and enrolment in NALSC's pension plan shall cease upon the last day of employment in the event of your resignation or your termination for just cause, or, if you are terminated without cause, shall cease at the end of the notice period outlined in section eight (8) below or as prescribed by section 57 of the ESA.

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.

Vacation time must be pre-approved and will be scheduled at mutually convenient times recognizing that, in a small office such as ours, we must always be conscious of having coverage.

6. Hours of Work

Your regular hours of work are from 9am to 5pm, Monday through Friday, with a one (1) hour unpaid lunch break, for a total of thirty-five (35) hours per week but may be changed based on NALSC's needs. 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. Also, as agreed upon during your interview, you are required to provide a copy of your criminal records check for this position. This will be required as soon as possible and before the end of your probationary period. Should you fail to provide this document, your probationary period may be extended, or your employment may be suspended or terminated.

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) **Just Cause.** If you engage in any act or omission which constitutes just cause at law, this Agreement will terminate immediately, and you shall receive no payments other than accrued wages and vacation entitlements to the date of termination.

(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.

Jonathan, I extend a very warm welcome to you. I hope you find your employment with the organization challenging and rewarding and look forward to a mutually successful future together.

Yours truly,

Handwritten signature of Colette Shwetz in black ink.

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.

Handwritten signature of the employee in blue ink, written over a horizontal line.

Employee Signature

October 27, 2022

Date

Colette Shwetz

From: Chantelle Johnson
Sent: February 8, 2023 4:31 PM
To: Colette Shwetz; Jonathan Quequish
Subject: FW: Scanned from a Xerox Multifunction Printer
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon Colette

John has been successful in his evaluation. Could we please sign him up for benefits? as his program funding as been confirmed for annualized funding.

Please let us know next steps

Thanks

Chantelle M. Johnson
"Maa - mii - nah - chi - ke – win"
Restorative Justice Manager
For the Restorative Justice, Youth Justice, By-Law, Sexual Assault & Domestic Violence Restorative Justice, Youth Intervention, Guns & Gangs Intervention, and the Community HUB Programs

Nishnawbe-Aski Legal Services Corporation
1805 East Arthur Street, Unit 1
Thunder Bay, Ontario P7E 2R6
Phone: (807) 766-7081
Cell: (807) 252-3934
Fax: (807) 622-3024
E-Mail: cjohnson@nanlegal.on.ca

-----Original Message-----

From: copier
Sent: February 8, 2023 4:26 PM
To: Chantelle Johnson <cjohnson@nanlegal.on.ca>
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was sent to you using a Xerox multifunction printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:

Device Name: XRX9C934EA76B6D

For more information on Xerox products and solutions, please visit <http://www.xerox.com>



JOB TITLE:

Employee Performance Review

EMPLOYEE INFORMATION

Name	John Quequish	Employee ID	
Job Title	Recharge Worker	Date	Feb 8/23
Department	R	Manager	Chantelli Johnson
Review Period			

RATINGS

	1 = Poor	2 = Fair	3 = Satisfactory	4 = Good	5 = Excellent
Job Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments	Always ask questions if unsure Looks for direction				
Work Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments	Great work quality.				
Attendance/Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Comments	Will ensure being on time.				
Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	Always take notes: Always willing to help. Volunteering.				
Communication/Listening Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	Great.				
Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	Can multitask.				
Overall Rating (average the rating numbers above)					

EVALUATION

ADDITIONAL COMMENTS

Past probation period. Sign up for benefits.

GOALS
(as agreed upon by employee and manager)

Further training for skills.
for job.
Create a database of supports. -

VERIFICATION OF REVIEW

By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.

Employee Signature		Date	
Manager Signature		Date	Feb 8/23.

Goals and Performance Plan (GPP) – due by January 31st, reviewed in July

Date:	Name of employee:	Name of supervisor:
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Employee's main goals for this year:	
How progress towards the goals will be measured:	
Next meeting date:	

5. What could you do to perform your job duties and assigned tasks more efficiently?

I could work on my organizational skills I think

6. What are your primary *goals and objectives for your position and program as pre-charge worker?*

So far, my goals are to just do the job to the best of my abilities,
Stay focused on my clients and help them with whatever I can and
To introduce myself to police officers more, so we have a better working relationship

7. What kinds of professional development activities would you like to do during the coming year?

I want to improve my job performance. Maybe work on team building and public speaking.

8. Other Comments:

Self-Evaluation Form

Employee Name:	Jonathan Quequish	Job Title:	Pre-Charge Worker
Date:	February 8, 2023		

Please complete the following information to help prepare for your performance review. Use the spaces provided to include appropriate comments about your job and your performance.

1. What do you consider to be the top three to five priorities of your job as you understand them?

Client confidentiality, helping clients stay on track with their agreements, tracking down

New clients as quickly as possible

2. What do you see as your greatest accomplishment or successful efforts since the beginning of your employment with Nishnawbe-Aski Legal Services Corporation?

Successfully holding a circle on my own.

3. In what area or areas would you like to gain more experience, training or education?

Not really sure yet. Maybe more training that helps deal with my clients

4. What activities or trainings have you participated in to develop yourself professionally?

Nothing much yet. I did the HRIS training. Although, any training available, I'll be willing to participate in.

