



NISHNAWBE - ASKI Legal Services Corporation

Employee Information

1. Personal Information

Full Given Name: Sutherland John B
Last First M Initial.

Address: 423(b) 11th Ave
Street Address Box #

Cochrane ON
City/Town Province Postal Code

Home Phone: 705, 272-3247 Alternate Phone: 705, 271-5258

Primary Email: jsutherland71@outlook.com DOB 12/21/71
M/D/Y

SIN #: 492-660-980 Status # 1430136501

2. Job Information

Title: _____ Employee ID: _____

Supervisor: _____ Department: _____

Work Location: _____ Work Email: _____

Work Phone: () _____ Cell Phone: () _____

Start Date: _____ Benefits _____ Pension: Y / N _____

Term Date: _____ Salary: \$ _____

3. Emergency Contact Information

Full Name: Sutherland Evelyne
Last First M Initial.

Address: 423(b) 11th Ave
Street Address Box #

Cochrane ON
City/Town Province Postal Code

Primary Phone: 705, 271-5282 Alternate Phone: ()
cell

Relationship: wife

**Nishnawbe-Aski Legal Services Corporation
Acknowledgement**



I hereby acknowledge that I have received a copy of the Nishnawbe-Aski Legal Services Corporation, Employee Manual containing the Personnel and Harassment Policies of the Corporation.

I hereby acknowledge that I have read and understood the Employee Manual.

John B Sutherland

Print Name

[Handwritten Signature]

Signature

Dated this 5th day of January, 2023



**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION
OATH OF CONFIDENTIALITY**

As a person working at Nishnawbe-Aski Legal Services Corporation (“NALSC”) you are privy to confidential material. Confidentiality of client and NALSC information is essential. While at NALSC, you shall not disclose to any member of the public any confidential information obtained during his/her position with NALSC.

All NALSC files are to be treated as confidential material and may not be disclosed except in accordance with the provisions of NALSC’s policies and Service Agreements. No one is to read files except in so far as the position requires it. Files are not to be discussed at any time with anyone within NALSC, except for NALSC related business.

Confidentiality also applies to information about financial and personnel matters or any other confidential information that is attained during your position with NALSC. We are entrusted with the confidential records of clients and of personnel throughout the Corporation and are always expected to comply with NALSC’s Oath of Confidentiality Agreement.

EMPLOYEE STATEMENT OF NON-DISCLOSURE

I have read and understand this statement. I agree to abide by NALSC’s Oath of Confidentiality Agreement as a condition of my position at Nishnawbe-Aski Legal Services Corporation. Unauthorized disclosure of any confidential material may result in my immediate discharge from my position and may result in further legal action.

I acknowledge that I am bound by the terms of this agreement and further, that these confidentiality requirements continue after my position with NALSC has ceased.

[Signature]
SIGNATURE

Jan 5, 2023
DATE

John B Sutherland
PRINT FULL NAME

[Signature]
SIGNATURE OF WITNESS

January 6, 2023
DATE

Saralee Quichegan
PRINT FULL NAME OF WITNESS

Please complete and submit this form to your employer to have your paycheque automatically deposited into your Scotiabank account.

To:

(INSERT NAME OF YOUR EMPLOYER)

Please accept these instructions to automatically deposit my paycheque into my bank account as outlined below:

Employee Information

EMPLOYEE NAME JOHN B SUTHERLAND		TELEPHONE NO. 705-272-3247
ADDRESS 423 11TH AVE UNIT B		
CITY COCHRANE	PROVINCE ON	POSTAL CODE P0L 1C0
EMPLOYEE NUMBER (IF APPLICABLE)	DEPARTMENT (IF APPLICABLE)	

Employee Bank Account Information

Institution	Number	Customer Account No.
THE BANK OF NOVA SCOTIA	002	<input style="width: 90%; border: 1px solid black;" type="text" value="70292 02024 87"/>
BRANCH ADDRESS		

I am advising the Company to change my payroll direct deposit as indicated above. I understand that Scotiabank is not responsible for verifying these payments to my account. I will notify the Company promptly in writing if I close or make other changes to my account.

Authorized by:



SIGNATURE



March 24, 2021

DATE

Please forward the completed request to the appropriate department in your company. Some employers may also ask you to attach a voided cheque. You may wish to keep a copy of the completed form for your records.

birth - Date de naissance Registry group - Groupe d'enregistrement
1971.12.21 **ATTAWAPISKAT #1365**
 Sex - Sexe
M
 This card is valid until
 Cette carte est valide jusqu'au **NIL**
 Holder's signature - Signature du titulaire
[Signature]
 Issuing officer's signature - Signature de l'agent émetteur
[Signature] Issue date - Date d'émission
2000.02.25
Federated Police Services Centre, 1st Fl. 1110 Ottawa, Ontario, Canada K1A 0H4
 Centre de services policiers, 1^{er} étage, 1110, rue de la Paix, Ottawa (Ontario), Canada, K1A 0H4
 613-004 (5-98) 7530-21-023-3873

1119340
CERTIFICATE OF INDIAN STATUS - CERTIFICAT DE STATUT D'INDIEN
 This is to certify that - Le présent atteste que
 Family name - Nom de famille
SUTHERLAND
 Given names - Prénoms
JOSEPH JOHN BAPTIST
 Alias - Nom d'emprunt
 Registry no. - N° de registre
1430136501
 is an Indian within the meaning of the Indian Act, chapter 27, Statutes of Canada (1985)
 est un Indien au sens de la Loi sur les Indiens, chapitre 27 des Lois du Canada (1985)

Ontario Driver's Licence ON CANADA
 Permis de conduire
 12 NAME/NOM
SUTHERLAND, JOHN BAPTIST
 9 B-423 ELEVENTH AVE
 COCHRANE, ON, P0L 1C0
 4d NUMBER/NUMERO
S9480 - 40717 - 11221
 4e ISS/DEL 2020/01/08 4b EXP/EXP 2023/12/21
 6 DOI/RÉS GP8478769 16 HGTH/AUT. 178 cm
 15 SEX/SEXE M
 3 CLASS/CLASSE G
 12 REST/COND X
 1 DOB/DTN 1971/12/21
 S9480-40717-11221
 19711221

ServiceOntario.ca
 9 CLASS/CATEGORIE 12 RESTRICTIONS/CONDITIONS
 All-terrain vehicle (max. 11,000 kg)
 Véhicule tout-terrain (max. 11 000 kg)
 All-terrain vehicle (max. 4800 kg)
 Véhicule tout-terrain (max. 4800 kg)
 ne dépassant pas 4800 kg
 Corr Licence/permis.com
 5420530
 GP8478769

Determination of Exemption of an Indian's Employment Income

To make sure correct information is entered, we suggest that this form be filled out by the employer, in the presence of the employee.

As an employer, you can use this form to help determine if an employee's employment income is exempt from income tax. The term "employee" on this form refers only to an employee who is an Indian as defined in the Indian Act.

Read the instructions on the next page for more information on how to fill out this form.

Employee identification

Last name (please print) <u>Sutherland</u>	Usual first name and initials <u>John B</u>	Social insurance number <u>492660980</u>
Residential address including postal code		
Is the employee's residence located on a reserve? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Indian status

Is the employee an Indian as defined in the Indian Act? Yes No

If yes, was the employee an Indian as defined in the Indian Act:

prior to 2011?

because of Bill C-3 (also known as the Gender Equity in Indian Registration Act)? Only income earned on or after January 31, 2011, may be exempt from tax.

because of the creation of the Qalipu Mi'kmaq First Nation Band? Only income earned on or after September 22, 2011, may be exempt from tax.

Type of exemption *1

The employee performs employment duties:

1. entirely on a reserve 2. entirely off a reserve 3. partially on and partially off a reserve

If you chose 3, indicate the percentage of the employment duties the employee performs on a reserve: _____ %

All of the employee's employment income is exempt from income tax if any one of the following situations applies. Check the appropriate box.

the employee performs at least 90% *2 of the employment duties on a reserve (guideline 1);

the employee and the employer reside on a reserve (guideline 2);

the employee performs more than 50% of the employment duties on a reserve, and the employee or the employer resides on a reserve (guideline 3); or

the employee's employment duties are connected to the employer's non-commercial activities carried on exclusively for the benefit of Indians who, for the most part, reside on reserves and the employer resides on a reserve; and the employer is:

- an Indian band that has a reserve or a tribal council representing one or more Indian bands that have reserves; or
- an Indian organization controlled by one or more such bands or tribal councils and is dedicated exclusively to the social, cultural, educational, or economic development of Indians who, for the most part, reside on reserves (guideline 4).

*1 The type of exemption is based on the Indian Act Exemption for Employment Income Guidelines. For a full description of the Guidelines including examples of exempt income and term definitions, go to canada.ca/en/revenue-agency/services/aboriginal-peoples/indian-act-exemption-employment-income-guidelines.

*2 Proration rule may apply: When less than 90% of the duties of an employment are performed on a reserve and the employment income is not exempted by another guideline, the exemption is to be prorated. The exemption will apply to the portion of the income related to the duties performed on the reserve.

Employee certification

I certify that the information given on this form is correct and complete.

Signature [Signature] Date Jan 6 2022

Personal information (including the SIN) is collected for the purposes of the administration or enforcement of the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be used or disclosed for purposes of other federal acts that provide for the imposition and collection of a tax or duty. It may also be disclosed to other federal, provincial, territorial or foreign government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties or other actions. Under the Privacy Act, individuals have the right to access their personal information, request correction, or file a complaint to the Privacy Commissioner of Canada regarding the handling of the individual's personal information. Refer to Personal Information Bank CRA PPU 120 on Info Source at canada.ca/cra-info-source.

Read page 2 before filling out this form. Your employer or payer will use this form to determine the amount of your provincial tax deductions.
Fill out this form based on the best estimate of your circumstances.

Last name Sutherland		First name and initial(s) John B	Date of birth (YYYY/MM/DD) 1971 12 21	Employee number
Address 423 (6) 11th Cochrane ON		Postal code P0L 1L0	For non-residents only Country of permanent residence	Social insurance number 492660980
<p>1. Basic personal amount – Every person employed in Ontario and every pensioner residing in Ontario can claim this amount. If you will have more than one employer or payer at the same time in 2023, see "More than one employer or payer at the same time" on page 2.</p>				11,865
<p>2. Age amount – If you will be 65 or older on December 31, 2023, and your net income will be \$43,127 or less, enter \$5,793. You may enter a partial amount if your net income for the year will be between \$43,127 and \$81,747. To calculate a partial amount, fill out the line 2 section of Form TD1ON-WS, Worksheet for the 2023 Ontario Personal Tax Credits Return.</p>				
<p>3. Pension income amount – If you will receive regular pension payments from a pension plan or fund (not including Canada Pension Plan, Quebec Pension Plan, Old Age Security, or Guaranteed Income Supplement payments), enter whichever is less: \$1,641 or your estimated annual pension.</p>				
<p>4. Disability amount – If you will claim the disability amount on your income tax and benefit return by using Form T2201, Disability Tax Credit Certificate, enter \$9,586.</p>				
<p>5. Spouse or common-law partner amount – Enter \$10,075 if you are supporting your spouse or common-law partner and both of the following conditions apply:</p> <ul style="list-style-type: none"> Your spouse or common-law partner lives with you Your spouse or common-law partner's net income for the year will be \$1,007 or less <p>You may enter a partial amount if your spouse's or common-law partner's net income for the year will be between \$1,007 and \$11,082. To calculate a partial amount, fill out the line 5 section of Form TD1ON-WS.</p>				10,075
<p>6. Amount for an eligible dependant – Enter \$10,075 if you are supporting an eligible dependant and all of the following conditions apply:</p> <ul style="list-style-type: none"> You do not have a spouse or common-law partner, or you have a spouse or common-law partner who does not live with you and who you are not supporting or being supported by The dependant is related to you and lives with you The dependant's net income for the year will be \$1,007 or less <p>You may enter a partial amount if the eligible dependant's net income for the year will be between \$1,007 and \$11,082. To calculate a partial amount, fill out the line 6 section of Form TD1ON-WS.</p>				
<p>7. Ontario caregiver amount – You may claim this amount if you are supporting an eligible infirm dependant aged 18 or older who is your or your spouse's or common-law partner's:</p> <ul style="list-style-type: none"> child or grandchild parent, grandparent, brother, sister, aunt, uncle, niece or nephew who is resident in Canada <p>To calculate this amount, fill out the line 7 section of Form TD1ON-WS.</p>				
<p>8. Amounts transferred from your spouse or common-law partner – If your spouse or common-law partner will not use all of their age amount, pension income amount, or disability amount on their income tax and benefit return, enter the unused amount.</p>				
<p>9. Amounts transferred from a dependant – If your dependant will not use all of their disability amount on their income tax and benefit return, enter the unused amount.</p>				
<p>10. TOTAL CLAIM AMOUNT – Add lines 1 to 9. Your employer or payer will use this amount to determine the amount of your provincial tax deductions.</p>				21,940

Filling out Form TD1ON

Fill out this form only if you are an employee working in Ontario or a pensioner residing in Ontario and any of the following apply:

- you have a new employer or payer, and you will receive salary, wages, commissions, pensions, employment insurance benefits, or any other remuneration
- you want to change the amounts you previously claimed (for example, the number of your eligible dependants has changed)
- you want to increase the amount of tax deducted at source

Sign and date it, and give it to your employer or payer.

If you do not fill out Form TD1ON, your employer or payer will deduct taxes after allowing the basic personal amount **only**.

More than one employer or payer at the same time

- If you have more than one employer or payer at the same time and you have already claimed personal tax credit amounts on another Form TD1ON for 2023, you **cannot** claim them again. If your total income from all sources will be more than the personal tax credits you claimed on another Form TD1ON, check this box, enter "0" on line 10 and do not fill in lines 2 to 9.

Total income is less than the total claim amount

- Tick this box if your total income for the year from **all** employers and payers will be **less** than your total claim amount on line 10. Your employer or payer will not deduct tax from your earnings.

Additional tax to be deducted

If you want to have more tax deducted at source, fill out section "Additional tax to be deducted" on the federal Form TD.

Reduction in tax deductions

You may ask to have less tax deducted at source if you are eligible for deductions or non-refundable tax credits that are not listed on this form (for example, periodic contributions to a registered retirement savings plan (RRSP), child care or employment expenses, charitable donations, and tuition and education amounts carried forward from the previous year). To make this request, fill out Form T1213, Request to Reduce Tax Deductions at Source, to get a letter of authority from your tax services office. Give the letter of authority to your employer or payer. You do not need a letter of authority if your employer deducts RRSP contributions from your salary.

Forms and publications

To get our forms and publications, go to canada.ca/cra-forms-publications or call 1-800-959-5525.

Personal information (including the SIN) is collected for the purposes of the administration or enforcement of the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be used or disclosed for purposes of other federal acts that provide for the imposition and collection of a tax or duty. It may also be disclosed to other federal, provincial, territorial, or foreign government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties, or other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, or to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 120 on Info Source at canada.ca/cra-info-source.

Certification

I certify that the information given on this form is correct and complete.

Signature



It is a serious offence to make a false return.

Date



2022-12-19

2023 Personal Tax Credits Return

Read page 2 before filling out this form. Your employer or payer will use this form to determine the amount of your tax deductions. Fill out this form based on the best estimate of your circumstances.

If you do not fill out this form, your tax deductions will only include the basic personal amount, estimated by your employer or payer based on the income they pay you.

Last name <u>Sutherland</u>		First name and initial(s) <u>John B</u>	Date of birth (YYYY/MM/DD) <u>1971 12 21</u>	Employee number
Address <u>423 (b) Cochrane</u>		Postal code <u>R1A 4L1 G0</u>	For non-residents only Country of permanent residence	Social insurance number <u>4921660980</u>

1. Basic personal amount – Every resident of Canada can enter a basic personal amount of \$15,000. However, if your net income from all sources will be greater than \$165,430 and you enter \$15,000, you may have an amount owing on your income tax and benefit return at the end of the tax year. If your income from all sources will be greater than \$165,430, you have the option to calculate a partial claim. To do so, fill in the appropriate section of Form TD1-WS, Worksheet for the 2023 Personal Tax Credits Return, and enter the calculated amount here.

15,000

2. Canada caregiver amount for infirm children under age 18 – Only one parent may claim \$2,499 for each infirm child born in 2006 or later who lives with both parents throughout the year. If the child does not live with both parents throughout the year, the parent who has the right to claim the "Amount for an eligible dependant" on line 8 may also claim the Canada caregiver amount for the child.

3. Age amount – If you will be 65 or older on December 31, 2023, and your net income for the year from all sources will be \$42,335 or less, enter \$8,396. You may enter a partial amount if your net income for the year will be between \$42,335 and \$98,309. To calculate a partial amount, fill out the line 3 section of Form TD1-WS.

4. Pension income amount – If you will receive regular pension payments from a pension plan or fund (not including Canada Pension Plan, Quebec Pension Plan, old age security, or guaranteed income supplement payments), enter whichever is less: \$2,000 or your estimated annual pension income.

5. Tuition (full-time and part-time) – Fill in this section if you are a student at a university or college, or an educational institution certified by Employment and Social Development Canada, and you will pay more than \$100 per institution in tuition fees. Enter the total tuition fees that you will pay if you are a full-time or part-time student.

6. Disability amount – If you will claim the disability amount on your income tax and benefit return by using Form T2201, Disability Tax Credit Certificate, enter \$9,428.

7. Spouse or common-law partner amount – Enter the difference between the amount on line 1 (line 1 plus \$2,499 if your spouse or common-law partner is infirm) and your spouse's or common-law partner's estimated net income for the year if both of the following conditions apply:

- You are supporting your spouse or common-law partner who lives with you
- Your spouse or common-law partner's net income for the year will be less than the amount on line 1 (line 1 plus \$2,499 if your spouse or common-law partner is infirm)

In all cases, go to line 9 if your spouse or common-law partner is infirm and has a net income for the year of \$26,782 or less.

8. Amount for an eligible dependant – Enter the difference between the amount on line 1 (line 1 plus \$2,499 if your eligible dependant is infirm) and your eligible dependant's estimated net income for the year if all of the following conditions apply:

- You do not have a spouse or common-law partner, or you have a spouse or common-law partner who does not live with you and who you are not supporting or being supported by
- You are supporting the dependant who is related to you and lives with you
- The dependant's net income for the year will be less than the amount on line 1 (line 1 plus \$2,499 if your dependant is infirm and you cannot claim the Canada caregiver amount for infirm children under 18 years of age for this dependant)

In all cases, go to line 9 if your dependant is 18 years or older, infirm, and has a net income for the year of \$26,782 or less.

9. Canada caregiver amount for eligible dependant or spouse or common-law partner – Fill out this section if, at any time in the year, you support an infirm eligible dependant (aged 18 or older) or an infirm spouse or common-law partner whose net income for the year will be \$26,782 or less. To calculate the amount you may enter here, fill out the line 9 section of Form TD1-WS.

10. Canada caregiver amount for dependant(s) age 18 or older – If, at any time in the year, you support an infirm dependant age 18 or older (other than the spouse or common-law partner or eligible dependant you claimed an amount for on line 9 or could have claimed an amount for if their net income were under \$17,499) whose net income for the year will be \$18,783 or less, enter \$7,999. You may enter a partial amount if their net income for the year will be between \$18,783 and \$26,782. To calculate a partial amount, fill out the line 10 section of Form TD1-WS. This worksheet may also be used to calculate your part of the amount if you are sharing it with another caregiver who supports the same dependant. You may claim this amount for more than one infirm dependant age 18 or older.

11. Amounts transferred from your spouse or common-law partner – If your spouse or common-law partner will not use all of their age amount, pension income amount, tuition amount, or disability amount on their income tax and benefit return, enter the unused amount.

12. Amounts transferred from a dependant – If your dependant will not use all of their disability amount on their income tax and benefit return, enter the unused amount. If your or your spouse's or common-law partner's dependent child or grandchild will not use all of their tuition amount on their income tax and benefit return, enter the unused amount.

13. TOTAL CLAIM AMOUNT – Add lines 1 to 12.

Your employer or payer will use this amount to determine the amount of your tax deductions.

15,000

Filling out Form TD1

Fill out this form **only** if any of the following apply:

- you have a new employer or payer, and you will receive salary, wages, commissions, pensions, employment insurance benefits, or any other remuneration
- you want to change the amounts you previously claimed (for example, the number of your eligible dependants has changed)
- you want to claim the deduction for living in a prescribed zone
- you want to increase the amount of tax deducted at source

Sign and date it, and give it to your employer or payer.

More than one employer or payer at the same time

If you have more than one employer or payer at the same time and you have already claimed personal tax credit amounts on another Form TD1 for 2023, you **cannot** claim them again. If your total income from all sources will be more than the personal tax credits you claimed on another Form TD1, check this box, enter "0" on Line 13 and do not fill in Lines 2 to 12.

Total income is less than the total claim amount

Tick this box if your total income for the year from **all** employers and payers will be **less** than your total claim amount on line 13. Your employer or payer will not deduct tax from your earnings.

For non-resident only (Tick the box that applies to you.)

As a non-resident, will 90% or more of your world income be included in determining your taxable income earned in Canada in 2023?

Yes (Fill out the previous page.)

No (Enter "0" on line 13, and do not fill in lines 2 to 12 as you are not entitled to the personal tax credits.)

Call the international tax and non-resident enquiries line at **1-800-959-8281** if you are unsure of your residency status.

Provincial or territorial personal tax credits return

You also have to fill out a provincial or territorial TD1 form if your claim amount on line 13 is more than \$15,000. Use the Form TD1 for your province or territory of **employment** if you are an employee. Use the Form TD1 for your province or territory of **residence** if you are a pensioner. Your employer or payer will use both this federal form and your most recent provincial or territorial Form TD1 to determine the amount of your tax deductions.

Your employer or payer will deduct provincial or territorial taxes after allowing the provincial or territorial basic personal amount if you are claiming the basic personal amount **only**.

Note: You may be able to claim the child amount on Form TD1SK, 2023 Saskatchewan Personal Tax Credits Return if you are a Saskatchewan resident supporting children under 18 at any time during 2023. Therefore, you may want to fill out Form TD1SK even if you are **only** claiming the basic personal amount on this form.

Deduction for living in a prescribed zone

You may claim **any** of the following amounts if you live in the Northwest Territories, Nunavut, Yukon, or another prescribed **northern** zone for more than six months in a row beginning or ending in 2023:

- \$11.00 for each day that you live in the prescribed northern zone
- \$22.00 for each day that you live in the prescribed northern zone if, during that time, you live in a dwelling that you maintain, and you are the only person living in that dwelling who is claiming this deduction

Employees living in a prescribed **intermediate** zone may claim 50% of the total of the above amounts.

For more information, go to canada.ca/taxes-northern-residents.

\$

Additional tax to be deducted

You may want to have more tax deducted from each payment if you receive other income such as non-employment income from CPP or QPP benefits, or old age security pension. You may have less tax to pay when you file your income tax and benefit return by doing this. Enter the additional tax amount you want deducted from each payment to choose this option. You may fill out a new Form TD1 to change this deduction later.

\$

Reduction in tax deductions

You may ask to have less tax deducted at source if you are eligible for deductions or non-refundable tax credits that are not listed on this form (for example, periodic contributions to a registered retirement savings plan (RRSP), child care or employment expenses, charitable donations, and tuition and education amounts carried forward from the previous year). To make this request, fill out Form T1213, Request to Reduce Tax Deductions at Source, to get a letter of authority from your tax services office. Give the letter of authority to your employer or payer. You do not need a letter of authority if your employer deducts RRSP contributions from your salary.

Forms and publications

To get our forms and publications, go to canada.ca/cra-forms-publications or call 1-800-959-5525.

Personal information (including the SIN) is collected for the purposes of the administration or enforcement of the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be used or disclosed for purposes of other federal acts that provide for the imposition and collection of a tax or duty. It may also be disclosed to other federal, provincial, territorial, or foreign government institutions to the extent authorized by law. Failure to provide this information may result in interest payable, penalties, or other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, or to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 120 on Info Source at canada.ca/cra-info-source.

Certification


I certify that the information given on this form is correct and complete.

Signature



It is a serious offence to make a false return.

Date



2022-12-18

Nishnawbe-Aski Legal Services
Corporation

ᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱᐱᐱᐱᐱ
L'ᐱᐱᐱᐱᐱᐱᐱᐱ

January 5, 2023

John Sutherland
423b 11th Ave,
Cochrane, ON

Dear John:

Re: Employment Agreement – Bail Bed Worker – Timmins, ON

Mailing Address:

1805 Arthur St E
Thunder Bay, Ontario
P7E 2R6

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

Email:
info@nanlegal.on.ca

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



Head Office:


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

On behalf of Nishnawbe-Aski Legal Services Corporation ("NALSC"), I am pleased to offer you employment as a **Bail Bed 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.

John, we warmly welcome you to NALSC. We look forward to working with you and look forward to a mutually successful future together!

Yours truly,


Colette Shwetz
HR Manager

EMPLOYMENT AGREEMENT

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION
hereinafter called "NALSC"

- and -

John Sutherland

(Term Contract as stated below)

1. Employment

You will hold the position of **Bail Bed Worker**, operating out of **Timmins** and will report to the program manager. A brief job description for this position, which may be amended by the Company from time to time, is enclosed hereto as Appendix "A". Your title, duties and responsibilities may be changed at the discretion of the Company, consistent with your role, and shall not constitute a constructive dismissal.

For the period that you are employed, the expectation is that you shall devote the whole of your working time, attention, and ability to the business of NALSC and you shall truly and faithfully serve NALSC and shall use your best efforts to promote the interests of NALSC. To that end, you shall not engage in any activities which would result in your interests coming into conflict with the interests of NALSC.

2. Term

You will commence employment on **January 5, 2023**. Your employment term will end **March 31, 2023**, subject to the termination provisions contained herein. This position is based on the annual approved funding for the **Bail Bed 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 **\$27.47/hour**. Our payroll is administered biweekly.

(b) **Benefits**. You will be entitled to apply for benefits as per the NALSC Policy Manual.

5. Vacation

Vacation shall be paid to you each pay period as per the minimum amount required by the ESA (Employment Standards Act).

You are entitled to vacation time as per ESA. All 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

This is a shift work position, Monday through Friday. These shifts consist of 8 am – 4 pm, 4 pm to 12 pm, and 12 am – 8 am. 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.

John, 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,



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.



Employee Signature



Date