

# Nishnawbe-Aski Legal Services Corporation

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L "rCLR" Δ³

January 17, 2024

Joshua Swearengen  
208 Poleline Rd  
Murillo, ON  
P7K 0T6

**Re: Employment Agreement – Director of Finance**

**Dear Joshua,**

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

**Joshua,** congratulations on your new position.

Yours truly,



Chantelle Johnson  
Interim Executive Director

**Mailing Address:**

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

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

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info@nanlegal.on.ca

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**Head Office:**

138B Mission Road,  
Fort William First  
Nation,  
Ontario P7J1K7

# EMPLOYMENT AGREEMENT

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION  
hereinafter called "NALSC"

- and -

Joshua Swarengen

## 1. Employment

You will hold the position of **Director of Finance**, operating out of **Thunder Bay**, and will report to the Executive Director. 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 **January 15, 2024**, and this Agreement will continue for an indefinite duration, subject to the termination provisions contained herein. This position is based on the approved funding from the **Administration Budget**.

## 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 **\$114,227**. Our payroll is administered biweekly. Your position "**Director of Finance**" has been placed in pay band (13) 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.
- (D) **Seniority.** Your seniority will remain the same and continue from your previous position.

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

**Your vacation status and entitlements will continue with no interruptions or changes.** 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**, 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. Your hours of work will be determined in consultation with your program manager. 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.

**Joshua**, 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,



Chantelle Johnson  
Interim Executive Director

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.

Joshua Swearingen

Employee Signature

January 19, 2024

Date