Nishnawbe-Aski Legal Services Corporation

September 25, 2023

Donny Sutherland 44 Shanwayshoo St, Constance Lake, ON POL 1BO

Re: Employment Agreement – Community Safety Justice Liaison Worker

Dear Donny:

On behalf of Nishnawbe-Aski Legal Services Corporation ("NALSC"), I am pleased to offer you employment as a Full-Time Community Safety Justice Liaison 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.

Donny, 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

Mailing Address:

101 Syndicate Ave N Thunder Bay, Ontario P7C 3V4

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

Email: info@nanlegal.on.ca

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



Head Office:

109 Mission Road, Fort William First Nation, OntarioP7J1K7

EMPLOYMENT AGREEMENT

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION hereinafter called "NALSC"

- and -

Donny Sutherland

1. Employment

You will hold the position of **Community Safety Justice Liaison Worker**, operating out of **Constance 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 **October 16, 2023**, and this Agreement will continue for an indefinite duration, subject to the termination provisions contained herein. This position is based on the approved funding for the **Restorative Justice 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 \$54,113 annually. Our payroll is administered biweekly. Your position "Community Safety Justice Liaison Worker" has been placed in pay band (6) and your grid position is (0).
- (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 shallcease 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**, 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 andat 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 whosesoever 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.

Donny, 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,

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.

Oct 11/23

Employee Signature

Date



NISHNAWBE - ASKI Legal Services Corporation

Employee Information

1. Personal Ir	nformation
Full Given Name:	Sutherland Donny Jr. J. Last First M. Initial.
Address:	44 Showing shed st 125 Street Address Box #
	Constance bake First Nortion ON POLIBO City/Town Province Postal Code
Home Phone:	() Alternate Phone: (705) 984 563 9
Primary Email:	donny. Satherland 6 Outlook, comming \$12/19/1991
SSN#:	519921993 Status # 1820037607
2. Job Inform	nation
Title:	Connuity Solety Employee ID:
Supervisor:	Department:
Work Location:	Work Email:
Work Phone:	() Cell Phone: (705) 984 5679
Start Date:	Benefits Pension: Y / N
Term Date:	Salary:
3. Emergend	cy Contact Information
Full Name:	5 perce Mary Jr J Last First M Initial.
Address:	44 Shan way stee 34 125 Street Address Box #
	Constance Lake First Nation ON POL (BO) City/Town Province Postal Code
Primary Phone:	(705) 362 2579 Alternate Phone: ()
Relationship:	Mather





CERTIFICATE OF INDIAN STATUS - CERTIFICAT DE STATUT D'INDIEN

This is to certify that - Le présent atteste que Family Name - Nom de famille SUTHERLAND

DONNY JOSEPH JR

1820037607 The Indian Act. chapter 27, Statutes of Canada (1985) or les Indians. chaptire 27 des Lors du Canada (1985)





Agence du revenu du Canada

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)	Usual first name and initials	Social insurance number
Sutherland	Dany Dr J	5 1 9 9 2 1 9 9 3
Residential address including postal code 4 4 5 how way 5 hoo 5 t	box 125 POLIBO	
Is the employee's residence located on a reserve?		Yes 🗹 No 🗌
— Indian status —————		
Is the employee an Indian as defined in the Indian	n Act?	Yes 🗹 No 🗌
If yes, was the employee an Indian as defined in		
prior to 2011?		
because of Bill C-3 (also known as the General after January 31, 2011, may be exempt from	der Equity in Indian Registration Act)? Only n tax.	income earned on or
because of the creation of the Qalipu Mi'km exempt from tax.	aq First Nation Band? Only income earned	on or after September 22, 2011, may be
If you chose 3, indicate the percentage of the em All of the employee's employment income is exert appropriate box. the employee performs at least 90%*2 of the employee and the employer reside on a the employee performs more than 50% of reserve (guideline 3); or the employee's employment duties are combenefit of Indians who, for the most part, reserve an Indian band that has a reserve or a trible and Indian organization controlled by one of	ployment duties the employee performs on mpt from income tax if any one of the follow the employment duties on a reserve (guidelina reserve (guidelina 2); the employment duties on a reserve, and the employment duties on a reserve, and the employer resides all council representing one or more Indian to more such bands or tribal councils and is of ment of Indians who, for the most part, resident to canada.ca/en/revenue-agency/services/apply the duties of an employment are performed on	ring situations applies. Check the ne 1); the employee or the employer resides on a sectivities carried on exclusively for the on a reserve; and the employer is: bands that have reserves; or dedicated exclusively to the social, de on reserves (guideline 4). For a full description of the Guidelines including aboriginal-peoples/indian-act-exemption a reserve and the employment income is not
Employee certification		
I certify that the information given on this form	is correct and complete.	
Signature Z		Date _ Oct 16/23

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.



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.

12-21	Oot 16/2082
SIGNATURE	DATE
PRINT FULL NAME SIGNATURE OF WITNESS PRINT FULL NAME OF WITNESS	OCF. 17/23

2023 Personal Tax Credits Return

TD1

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

ay you.				
Last name Suthaland Address 44 Shanway shoo st	First name and initial(s)	Date of birth (YYYY/MM/DD)	Employee number	
Address	Postal code	For non-residents only	Soci	al insurance number
114 0		Country of permanent resider	nce	19 9 2 1 9 9 3
44 Shanway show st			1, 1,	7761772
1. Basic personal amount – Every resident of Canad from all sources will be greater than \$165,430 and you return at the end of the tax year. If your income from a partial claim. To do so, fill in the appropriate section of the calculated amount here.	ı enter \$15,000, you may h Il sources will be greater th	ave an amount owing on your inc an \$165,430, you have the option	come tax and benefit note to calculate a	
Canada caregiver amount for infirm children un 2006 or later who lives with both parents throughout th parent who has the right to claim the "Amount for an e the child.	ne year. If the child does no ligible dependant" on line 8	of live with both parents throughord may also claim the Canada care	ut the year, the egiver amount for	
3. Age amount – If you will be 65 or older on Decembor less, enter \$8,396. You may enter a partial amount calculate a partial amount, fill out the line 3 section of	if your net income for the y Form TD1-WS.	ear will be between \$42,335 and	\$98,309. To	
4. Pension income amount – If you will receive regul Pension Plan, Quebec Pension Plan, old age security \$2,000 or your estimated annual pension income.	lar pension payments from , or guaranteed income sup	a pension plan or fund (not inclu- pplement payments), enter which	ding Canada never is less:	
5. Tuition (full-time and part-time) – Fill in this sectic certified by Employment and Social Development Car total tuition fees that you will pay if you are a full-time	nada, and you will pay more or part-time student.	e than \$100 per institution in tuitio	on fees. Enter the	
6. Disability amount – If you will claim the disability a Tax Credit Certificate, enter \$9,428.				
7. Spouse or common-law partner amount – Enter or common-law partner is infirm) and your spouse's of following conditions apply: You are supporting your spouse or common-law partner's net income spouse or common-law partner is infirm)	or common-law partner's es partner who lives with you	timated net income for the year i	f both of the	
In all cases, go to line 9 if your spouse or common-law	v partner is infirm and has	a net income for the year of \$26.	782 or less.	
8. Amount for an eligible dependant – Enter the diff dependant is infirm) and your eligible dependant's es You do not have a spouse or common-law partner who you are not supporting or being supported by	ference between the amour timated net income for the er, or you have a spouse or	nt on line 1 (line 1 plus \$2,499 if y year if all of the following condition	your eligible ons apply:	
 You are supporting the dependant who is related 				
 The dependant's net income for the year will be le you cannot claim the Canada caregiver amount 	t for infirm children under	r 18 years of age for this depend	lant)	
In all cases, go to line 9 if your dependant is 18 years				And the second s
9. Canada caregiver amount for eligible dependan year, you support an infirm eligible dependant (aged the year will be \$26,782 or less. To calculate the amo	18 or older) or an infirm sp unt you may enter here, fill	pouse or common-law partner whout the line 9 section of Form TE	nose net income for 01-WS.	
10. Canada caregiver amount for dependant(s) ag 18 or older (other than the spouse or common-law partial claimed an amount for if their net income were under You may enter a partial amount if their net income for out the line 10 section of Form TD1-WS. This workshow with another caregiver who supports the same dependence or older.	artner or eligible dependant \$17,499) whose net income the year will be between \$ eet may also be used to ca dant. You may claim this ar	t you claimed an amount for on li e for the year will be \$18,783 or 18,783 and \$26,782. To calculate lculate your part of the amount if mount for more than one infirm d	ne 9 or could have ess, enter \$7,999. e a partial amount, fill you are sharing it ependant age 18	,
11. Amounts transferred from your spouse or con their age amount, pension income amount, tuition am unused amount.	ount, or disability amount o	on their income tax and benefit re	turn, enter the	
12. Amounts transferred from a dependant – If you benefit return, enter the unused amount. If your or you all of their tuition amount on their income tax and ben	ur spouse's or common-law	v partner's dependent child or gra	ir income tax and andchild will not use	
13. TOTAL CLAIM AMOUNT – Add lines 1 to 12. Your employer or payer will use this amount to determ	nine the amount of your tax	deductions.		



2023 Ontario **Personal Tax Credits Return**

TD10N

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	First name and initial(s)	Date of birth (YYYY/MM/DD)	Employee numbe	Γ
Sutherland	Dunny Jr J	1991 12 19		
Address	Postal code	For non-residents only Country of permanent resider		ocial insurance number
44 Shanway show st	POLIBO		5	19921993
Basic personal amount – Every person employed if you will have more than one employer or payer at the				44.005
on page 2.	e same time in 2023, see IV	lore than one employer or payer	at the same time	11,865
2. Age amount - If you will be 65 or older on December				y .
enter a partial amount if your net income for the year w line 2 section of Form TD1ON-WS, Worksheet for the 2			imount, fill out the	
3. Pension income amount – If you will receive regula				n ,
Plan, Quebec Pension Plan, Old Age Security, or Guar your estimated annual pension.	anteed income Supplemen	t payments), enter wnichever is	less: \$1,641 or	
4. Disability amount – If you will claim the disability ar Tax Credit Certificate, enter \$9,586.	mount on your income tax a	nd benefit return by using Form	T2201, Disability	
5. Spouse or common-law partner amount – Enter \$ the following conditions apply:	\$10,075 if you are supportin	g your spouse or common-law pa	artner and both of	
 Your spouse or common-law partner lives with you 	İ			
Your spouse or common-law partner's net income	for the year will be \$1,007 of	or less		
You may enter a partial amount if your spouse's or con To calculate a partial amount, fill out the line 5 section		me for the year will be between S	\$1,007 and \$11,082	2.
6. Amount for an eligible dependant – Enter \$10,075 conditions apply:	if you are supporting an el	igible dependant and all of the fo	llowing	
 You do not have a spouse or common-law partner who you are not supporting or being supported by 	r, or you have a spouse or o	common-law partner who does no	ot live with you and	
 The dependant is related to you and lives with you 				
 The dependant's net income for the year will be \$1 	,007 or less			
You may enter a partial amount if the eligible dependar partial amount, fill out the line 6 section of Form TD10I		will be between \$1,007 and \$11,	082. To calculate a	l , ,
7. Ontario caregiver amount – You may claim this an your or your spouse's or common-law partner's:	nount if you are supporting a	an eligible infirm dependant aged	18 or older who is	
child or grandchild				
 parent, grandparent, brother, sister, aunt, uncle, ni 	ece or nephew who is resid	ent in Canada		
To calculate this amount, fill out the line 7 section of Fo	orm TD1ON-WS.			
8. Amounts transferred from your spouse or commage amount, pension income amount, or disability amount.				
9. Amounts transferred from a dependant – If your obenefit return, enter the unused amount.	dependant will not use all of	their disability amount on their in	ncome tax and	
10. TOTAL CLAIM AMOUNT – Add lines 1 to 9. Your employer or payer will use this amount to determi	ne the amount of your provi	incial tax deductions.		



