

# Nishnawbe-Aski Legal Services Corporation

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6/22/22

George Edwards,  
Manager, Gladue Program

## Mailing Address:

1805 Arthur St. East  
Unit 100  
Thunder Bay, ON  
P7E 2R6

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

Email: [info@nanlegal.on.ca](mailto:info@nanlegal.on.ca)

Website:  
<http://www.nanlegal.on.ca>



## Head Office:

138 B. Mission Road  
Fort William First Nation,  
ON P7J 1K7

Mr, Edwards.

Re: Request for Leave of Absence – Gladue Case Worker – Timmins.

Hi,

To my knowledge, I know Rutanya Iserhoff will be going off on maternity leave for approximately 1 year and her last day is June 24, 2022. I am expressing my interest to transfer to the Gladue writer position from my Gladue Caseworker.

Please accept this letter as my request for a Leave of Absence from my current position of Gladue Case Worker, located in Timmins, Ontario starting June 26th, 2022 for 1 year to fill in the position of Gladue Writer, in Timmins, starting June 27th, 2023 for 1 year.

Actively Involved,

Giles R. Akiwenzie.

# Nishnawbe-Aski Legal Services Corporation

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L "PCLP.Δᐱ

June 24, 2022

Giles Akiwenzie  
Gladue Case Worker, Timmins  
C/O Nishnawbe Aski Legal Services Corporation

Dear Giles;

## RE: Leave of Absence Request Approved

Your leave of absence request dated June 23, 2022 has been approved. This is a one (1) year leave from **June 26, 2022**, ending **June 27, 2023**.

Your leave is to move into a temporary contract position as Gladue Writer during Rutanya Iserhoff's maternity leave with Nishnawbe Aski Legal Services Corporation, which you have already expressed interest in. You will also receive a temporary salary increase of **\$4,000** while in this position. Your new temporary salary will be **\$54,000** and will be effective during the time you are in this position. Once you return to your regular position of Gladue Case Worker, your salary will be readjusted to **\$50,000**.

Your benefits will continue in your new position and you will continue to accumulate your seniority.

Your current position of Gladue Case Worker will be temporarily filled during your absence. After the one (1) year in your new temporary position of Gladue Writer, you will be expected to return to your previous position as Gladue Case Worker located in Timmins.

If you have any questions, please contact the Human Resource Manager Colette Shwetz at anytime.

Sincerely,



Colette Shwetz  
HR Manager

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### Head Office:

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P7J 1K7

June 22, 2022

Giles Akiwenzie  
224 Lakeshore Drive  
Neyaashiinigiing, ON  
N0H 2T0

Dear Giles:

**Re: Employment Agreement – Gladue Writer – Maternity Leave (Temporary Contract)**

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

**Giles**, 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

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P7J 1K7

# EMPLOYMENT AGREEMENT

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION  
hereinafter called "NALSC"

- and -

Giles Akiwenzie

(Term Contract as stated below)

## 1. Employment

You will hold the position of **Gladue Writer – Maternity Leave (Temporary Contract)**, 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.

Should this be an internal transfer to a different (Full time/contract) position within the organization, all current benefits and pension will continue with no interruption. If there are changes in salary, pension deductions will be adjusted accordingly.

## 2. Term

You will commence employment on **June 26, 2022**. Your employment term will end **June 27, 2023**, subject to the termination provisions contained herein. Upon completion of this Maternity Leave (Temporary Term) Position you will return to your previous position as **Gladue Case Worker**. This position is based on approved funding for the Gladue Program.

## 3. Probationary Period

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

## 4. Compensation and Benefits

You will receive the following compensation and benefits:

- (a) **Salary.** You will be paid **\$54,000 annually**. Our payroll is administered biweekly.
  
- (b) **Benefits.** Your Benefit terms and eligibility will remain the same and continue from your previous position.
  
- (c) **Pension.** Your Benefit terms and eligibility will remain the same and continue on without interruption from your previous position. If there is a change in compensation, your Pension will adjust accordingly.

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 entitlement will continue with no interruption or changes. Please note that vacation entitlement is per your annual hire date and is earned throughout the calendar year. 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 your 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.

Giles, 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



## Colette Shwetz

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**From:** Irene Linklater  
**Sent:** June 24, 2022 10:09 AM  
**To:** Colette Shwetz  
**Subject:** Re: Leave of Absence - GA

Aniin Colette

I have reviewed both letters on this request and recommended approval by George.

I approve this leave of absence for Giles Akiwenzie and salary increase.

Miigwetch  
Irene

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**From:** Colette Shwetz <cshwetz@nanlegal.on.ca>  
**Sent:** Friday, June 24, 2022 10:01:04 AM  
**To:** Irene Linklater <llinklater@nanlegal.on.ca>  
**Subject:** Leave of Absence - GA

Good morning Irene,

Please see the attached letter for Giles Akiwenzie to temporarily move into the Gladue Writer position in Timmins. Cameron is drafting the term contract right now. George has reviewed the attached letter and approved it. Also attached is Giles's request for his leave of absence. George has also approved Giles's request, as his current manager.

Can you please review the attached and let me know if you approve Giles's (1) year leave of absence. Once approved, I will forward all documentation to Giles, George and finance.

Much appreciated.

Colette Shwetz  
HR Manager



### **Nishnawbe-Aski Legal Services Corporation**

1805 Arthur St. E,  
Thunder Bay, ON  
P7E 5E6

**Phone:** 1-807-622-1413 Ext 7714

**Cell:** 807-633-8158

**Email:** [cshwetz@nanlegal.on.ca](mailto:cshwetz@nanlegal.on.ca)

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