



October 5, 2023

**Arturo Acosta** *Salary Adjustment*

YOC	Current Salary	Adjusted Salary	Difference	Retro Date
2017	\$ 97,480.00	\$ 101,278.00	\$ 3,798.00	June 19, 2023

## Lawyer Salary Grid - April 1, 2022

Year of Call	Salary
2022	\$83,343
2021	\$86,086
2020	\$89,884
2019	\$93,682
2018	\$97,480
2017	\$101,278
2016	\$105,076
2015	\$108,874
2014	\$112,672
2013	\$114,940
2012	\$117,208
2011	\$119,476
2010	\$121,744
2009	\$124,013
2008	\$126,281
2007	\$127,357
2006	\$128,433
2005	\$129,509
2004	\$130,585
2003	\$131,661
2002	\$132,737
2001	\$133,813
2000	\$134,889
1999	\$135,966
1998	\$137,042
1997	\$138,118
1996	\$139,194
1995	\$140,270
1994	\$141,346
1993 and earlier	\$142,422

# EMPLOYMENT AGREEMENT

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION  
hereinafter called "NALSC"

- and -

Arturo Acosta

## 1. Employment

You will hold the position of **Staff Lawyer**, operating out of **Thunder Bay**, 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 **June 19, 2023**, and this Agreement will continue for an indefinite duration, subject to the termination provisions contained herein. This position is based on the annual approved funding for the **Legal Aid – Staff Lawyer 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 **\$97,480** annually based on the Staff Lawyer pay grid and your year of call. Our payroll is administered biweekly.

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

## **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

Arturo, 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.



Employee Signature

June 12<sup>th</sup> / 2023

Date

Arturo Acosta