

# Nishnawbe-Aski Legal Service Corporatic

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L'PCLP'Δ

October 23, 2018

PRIVATE AND CONFIDENTIAL

Vernon Morris  
89 Prince St  
PO Box 965  
Sioux Lookout, ON  
P8T 1B3

Dear Vernon:

We are writing to confirm your election as Chief for Muskrat Dam First Nation on October 10, 2018, for a position beginning on October 22, 2018.

**Mailing Address:**

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

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

Email:  
info@nanlegal.on.ca


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

As you may know, your election as the Chief of Muskrat Dam First Nation requires you to sit on the Tribal Council, which elects the Board members of NALSC. The Board members of NALSC are responsible for the employees of our organization. As such, acceptance of this position places you in a direct conflict of interest with regard to your employment at NALSC.

As your continued employment at NALSC is incompatible with your election as Chief, please advise us in writing by October 22, 2018 as to whether you will be continuing on in your position as Chief and resigning your position with us, or declining the position of Chief and continuing your employment with us. NALSC takes its corporate governance obligations very seriously and this conflict must be resolved. However, in respect of your dedicated service to our organization, it is your choice as to how best to resolve it.

Vernon, we remind you of your duty of confidentiality and other common law obligations to NALSC and its clients. We thank you for your service to NALSC and extend our best wishes and congratulations to you upon your election.

Yours truly,  
**Nishnawbe-Aski Legal Services Corporation**

  
Carol Buswa,  
Acting Executive Director



**Head Office:**

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

October 23, 2018

Attention : Carol Buswa, Acting Executive Director

Re: Resignation Letter as requested

Please be advised that effective as of October 22, 2018 I submit my resignation from the NALSC as Director of Services. I have thoroughly enjoyed the many years that I have been employed in the corporation and have seen many positive changes throughout the entirety of my employment period.

I had a good conversation with the Executive Director Derek before he departed for to take a leave of absence whereat we discussed the possibility of a leave of absence for myself from the NALSC. At that time he was in agreement with this arrangement and if the possibility does still exist in some form then I am open to an arrangement.

Whatever is decided I am fine with it and I'm sure that I will be informed as to a final decision on this matter.

IN closing I wish everyone in the NALSC well and I'm certain that our paths will meet from time to time.

Kitchi Meewgetch for everything. I have definitely learned a lot from my work experiences with the NALSC.

Yours truly;



Vernon Morris

**Mailing Address:**

86 S. Cumberland Street  
Thunder Bay, Ontario  
P7B 2V3

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

Email:  
info@nanlegal.on.ca

Website:  
[www.nanlegal.on.ca](http://www.nanlegal.on.ca)



**Head Office:**

100 Anemki Drive,  
Suite 106  
Fort William First Nation  
Thunder Bay, Ontario  
P7J 1J4

# Nishnawbe-Aski Legal Services Corporation

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September 13, 2018

Personal & Confidential

Vernon Morris  
C/o 1805 Arthur Street East  
Thunder Bay, ON P7E 2R6

Dear Vernon Morris,

RE: Change of Salary

Congratulations! We are pleased to inform you that your salary has been increased to \$70,000 retroactive from April 1, 2018.

We look forward to continue working with you on the NALSC team!

Sincerely,  
Nishnawbe-Aski Legal Services Corporation



Derek Stephen  
Executive Director

**Mailing Address:**

1805 Arthur Street East,  
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](http://www.nanlegal.on.ca)



**Head Office:**

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

# Nishnawbe-Aski Legal Services Corporation

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April 4, 2018

Personal & Confidential

Vernon Morris  
C/o 86 Cumberland Street South  
Thunder Bay, ON  
P7B 2V3

Dear Vernon Morris,

RE: Change of Employment

Congratulations! We are promoting you to Director of Services with a new wage of \$65,000 per annum starting April 1, 2018.

Derek Stephen will be your direct supervisor.

We look forward to working with you in this new capacity on the NALSC team!

Sincerely,  
Nishnawbe-Aski Legal Services Corporation



Derek Stephen  
Executive Director

**Mailing Address:**

86 S. Cumberland Street  
Thunder Bay, Ontario  
P7B 2V3

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:**

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

# NAN Legal

## NAN Legal

To: Celina Reitberger, Vernon Morris  
From: Jeff Robert  
Date: February 23<sup>rd</sup>, 2017  
Re: Vernon Morris, Employment with NAN Legal

Comments: Vernon Morris has provided 2 previous Records Of Employment with NAN Legal. These ROE equal to 1 year and 9 months of employment.

Currently Vernon's anniversary date is January 31th, 2011. If these two previous periods of employment were considered Vernon's adjusted anniversary date would be April 30<sup>th</sup>, 2009. Vernon would be eligible for 6 weeks of vacation on April 30<sup>th</sup>, 2018

| Date           | Year |
|----------------|------|
| April 30, 2009 | 1    |
| April 30, 2010 | 2    |
| April 30, 2011 | 3    |
| April 30, 2012 | 4    |
| April 30, 2013 | 5    |
| April 30, 2014 | 6    |
| April 30, 2015 | 7    |
| April 30, 2016 | 8    |
| April 30, 2017 | 9    |
| April 30, 2018 | 10   |

Approved  
*C. Reitberger*  
Feb 24/17



A SPECIAL MAILING ENVELOPE IS AVAILABLE FROM YOUR MRCC

RECORD OF EMPLOYMENT (ROE)

Protected when completed - B

SERIAL NO **A 60580177** SERIAL NO OF ROE AMENDED OR REPLACED EMPLOYER'S PAYROLL REFERENCE NO

EMPLOYER'S NAME AND ADDRESS **NISHNAWBE-ASKI LEGAL SERVICES CORPORATION** CCR's BUSINESS NO (BNI)

**86 S CUMBERLAND ST** RAY PERIOD TYPE **B1-WKLY**

**THUNDER BAY, ONTARIO P7B 2V3** POSTAL CODE SOCIAL INSURANCE NO **463 127 746**

EMPLOYEE'S NAME AND ADDRESS **VERNON MORRIS** FIRST DAY WORKED (OR FIRST DAY WORKED SINCE LAST ROE ISSUED) **12/07/04**

**GENERAL DELIVERY** LAST DAY FOR WHICH PAID **29/07/05**

**MUSKRAT DAM, ONTARIO** FINAL PAY PERIOD ENDING DATE **05/08/05**

**L POY 380**

BEST COPY AVAILABLE  
MEILLEURE COPIE DISPONIBLE

OCCUPATION **RESTORATIVE JUSTICE WORKER** EXPECTED DATE OF RECALL  UNKNOWN  NOT RETURNING

TOTAL INSURABLE HOURS ACCORDING TO CHART ON REVERSE **1732.5** REASON FOR ISSUING THIS ROE ENTER CODE **K**

TOTAL INSURABLE EARNINGS ACCORDING TO CHART ON REVERSE **\$19846.09** FOR FURTHER INFORMATION, CONTACT **DEREK LYONS**

TELEPHONE NO **(807)622 1413 X 7084**

ONLY COMPLETE IF THERE HAS BEEN A PAY PERIOD WITH NO INSURABLE EARNINGS. (COMPLETE ACCORDING TO CHART ON REVERSE)

| P.P. | INSURABLE EARNINGS | P.P. | INSURABLE EARNINGS | P.P. | INSURABLE EARNINGS |
|------|--------------------|------|--------------------|------|--------------------|
| 1    |                    | 2    |                    | 3    |                    |
| 4    |                    | 5    |                    | 6    |                    |
| 7    |                    | 8    |                    | 9    |                    |
| 10   |                    | 11   |                    | 12   |                    |
| 13   |                    | 14   |                    | 15   |                    |
| 16   |                    | 17   |                    | 18   |                    |
| 19   |                    | 20   |                    | 21   |                    |
| 22   |                    | 23   |                    | 24   |                    |
| 25   |                    | 26   |                    | 27   |                    |

ONLY COMPLETE IF PAYMENTS OR BENEFITS (OTHER THAN REGULAR PAY) PAID IN OR IN ANTICIPATION OF THE FINAL PAY PERIOD (OR PAYABLE AT A LATER DATE)

A - VACATION PAY **\$ 1144.22** PAYABLE **AUG 25/05**

B - STATUTORY HOLIDAY PAY FOR

|   |   |   |    |   |
|---|---|---|----|---|
| D | M | Y | \$ | . |
|   |   |   | \$ | . |
|   |   |   | \$ | . |

C - OTHER MONIES (SPECIFY)

|  |    |   |
|--|----|---|
|  | \$ | . |
|  | \$ | . |
|  | \$ | . |

ONLY COMPLETE IF PAID SICK/MATERNITY/PARENTAL LEAVE OR GROUP WAGE LOSS INDEMNITY PAYMENT (AFTER THE LAST DAY WORKED).

PAYMENT START DATE **DAY** AMOUNT **\$**  PER DAY  PER WEEK

COMMENTS **RESIGNED.**

**138.00**

COMMUNICATION PREFERRED IN  ENGLISH  FRENCH TELEPHONE NO **(807)622-1413**

I AM AWARE THAT IT IS AN OFFENCE TO MAKE FALSE ENTRIES AND HEREBY CERTIFY THAT ALL STATEMENTS ON THIS FORM ARE TRUE

**Derek Lyons** SIGNATURE OF ISSUER NAME OF ISSUER (Please Print) **DEREK LYONS** DATE **10/08/05**

A SPECIAL MAILING ENVELOPE IS AVAILABLE FROM YOUR SERVICE CANADA OFFICE

RECORD OF EMPLOYMENT (ROE)

Printed when completed - B

EMPLOYER'S NAME AND ADDRESS: Nishnawbe-Aski Legal Services Corporation, Box 23 Site 6 RR#4, Fort William First Nation, Thunder Bay, ON

EMPLOYEE'S NAME AND ADDRESS: Morris, Vernon, P.O. Box 965, 39 Pine Street, Sioux Lookout, ON

EMPLOYER'S PAYROLL REFERENCE NO. E12962173

CRA'S BUSINESS NO. (BT#)

PAY PERIOD TYPE: Bi weekly

SOCIAL INSURANCE NO: 463-127-746

FIRST DAY WORKED (OR FIRST DAY WORKED SINCE LAST ROE ISSUED): 21 09 2009

LAST DAY FOR WHICH PAID: 08 06 2010

FINAL PAY PERIOD ENDING DATE: 08 06 2010

POSTAL CODE: P7C 1A22

BEST COPY AVAILABLE  
MEILLEURE COPIE DISPONIBLE

OCCUPATION: Restorative Justice Worker

EXPECTED DATE OF RECALL:  UNKNOWN  NOT RETURNING

TOTAL INSURABLE HOURS ACCORDING TO CHART ON REVERSE: 1834.0

REASON FOR ISSUING THIS ROE: ENTER CODE K

TOTAL INSURABLE EARNINGS ACCORDING TO CHART ON REVERSE: \$27,089.52

FOR FURTHER INFORMATION, CONTACT: Lee Brown

TELEPHONE NO.: (807) 766-7076

ONLY COMPLETE IF THERE HAS BEEN A PAY PERIOD WITH NO INSURABLE EARNINGS. COMPLETE ACCORDING TO CHART ON REVERSE.

| P.P. | INSURABLE EARNINGS | P.P. | INSURABLE EARNINGS | P.P. | INSURABLE EARNINGS |
|------|--------------------|------|--------------------|------|--------------------|
| 1    |                    | 2    |                    | 3    |                    |
| 4    |                    | 5    |                    | 6    |                    |
| 7    |                    | 8    |                    | 9    |                    |
| 10   |                    | 11   |                    | 12   |                    |
| 13   |                    | 14   |                    | 15   |                    |
| 16   |                    | 17   |                    | 18   |                    |
| 19   |                    | 20   |                    | 21   |                    |
| 22   |                    | 23   |                    | 24   |                    |
| 25   |                    | 26   |                    | 27   |                    |

ONLY COMPLETE IF PAYMENTS OR BENEFITS (OTHER THAN REGULAR PAY) PAID IN OR IN ANTICIPATION OF THE FINAL PAY PERIOD OR PAYABLE AT A LATER DATE.

A - VACATION PAY: \$ 1152.71

B - STATUTORY HOLIDAY PAY FOR:

| D | M | Y | \$ |
|---|---|---|----|
|   |   |   |    |
|   |   |   |    |
|   |   |   |    |

C - OTHER MONIES (SPECIFY):  
 2 weeks In lieu of Notice \$ 1130.17

ONLY COMPLETE IF PAID SICK MATERNITY/PARENTAL LEAVE OR OTHER WAGE LOSS BENEFIT (AFTER THE LAST DAY WORKED).

EVENT START DATE: [ ] [ ] [ ]

AMOUNT: \$ [ ] [ ] [ ]

PER DAY  PER WEEK

COMMENTS:

17 - Variation pay paid out on final cheque and included in 15B.

- Paid 2 weeks in lieu of notice period paid out on final cheque & included in 15B

11/16 - office location moved so no work available.

TELEPHONE NO: (807) 766-7076

SIGNATURE OF USER: Lee Brown

NAME OF ISSUER (include title): Lee Brown

DATE: 10 08 2010



Service  
Canada

01-2017-5987

PO Box 14000  
Bathurst NB E2A 5A3

January 26, 2017

Vernon Morris  
PO Box 965  
Sioux Lookout ON P8T 1B2

Vernon Morris:

This is further to your letter received January 24, 2017 requesting copy(ies) of record(s) of employment for the period of November 2000 to the present.

You will find attached all the copies of record of employment we have on file under the social insurance number provided and for the period requested.

**Please note that the Personal Information Bank retains copies for the last 12 years only.**

As an officer of the Canada Employment Insurance Commission appointed and employed pursuant to the provisions of the Employment Insurance Act, I hereby certify that this (these) is a (are) copy (ies) of a document in the custody of the Canada Employment Insurance Commission or a document under the Employment Insurance Act.

Yours sincerely,

Charline Roy Boudreau  
Record of Employment

Fax: 506-548-7149

/crb

Att.



# SIOUX LOOKOUT AREA ABORIGINAL MANAGEMENT BOARD

P.O. Box 56, 80 Front St., Sioux Lookout, ON P8T 1A1, T: (807) 737-4047, F: (807) 737-4828/2874, TF: 1-800-563-2183

## APPLICATION FOR FIRST NATIONS' YOUTH PROGRAMS

Use a typewriter or print clearly in black ink AND attach a Job Description for each "Job Title".

### Part A

File Number:

|  |   |  |                                       |
|--|---|--|---------------------------------------|
| Legal Name of Applicant:<br><b>NISHNAWBE-ASKI LEGAL SERVICES CORPORATION</b>   |   |  |                                       |
| Mailing Address: <b>39 1/2 KING STREET P.O. BOX 546</b>  |   |  |                                       |
| City/Town:<br><b>SIOUX LOOKOUT</b>   | Province:<br><b>ONTARIO</b>   | Postal Code:<br><b>P8T 1A8</b>   | Telephone #:<br><b>(807) 737-7701</b> |
| Name of Contact Person(s):<br><b>VERNON MORRIS - RS MANAGER</b>  |   |  | Fax #:<br><b>(807) 737-4847</b>       |
| Location of Activity:<br><b>SIOUX LOOKOUT, ONTARIO</b>   |   | Duration of Activity: <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u><br>From: <b>29/06/2015</b> To: <b>21/08/2015</b> |                                       |
| Employer Type<br><input type="checkbox"/> Private Sector<br><input type="checkbox"/> Public Sector<br><input checked="" type="checkbox"/> Non-Profit Sector (First Nation)               | Which type of students do you intend to hire?<br><input type="checkbox"/> Secondary<br><input type="checkbox"/> Post-secondary<br><input checked="" type="checkbox"/> Other | Business/Organization has existed since:<br><br><b>01/03/1990</b><br>D/M/Y   |                                       |
| Other Funding<br>Have you applied to other government programs to fund any of the jobs proposed in this application? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no | If yes, please specify:<br><br>_____  | W.C.B (non-profit only)<br>Account# _____<br>Amount: \$ _____  | Number of Employees:<br><br>_____     |

### Part B Calculation of employer's total cost including contribution requested.

| Job Title                     | No. of Jobs | Start Date | No. of Weeks | Hrs Per Week | Total Hours         | Wages Rate Per Hour | Total Wages         | Mandatory MERC | Special Costs | Overhead Costs | Total Costs              |
|-------------------------------|-------------|------------|--------------|--------------|---------------------|---------------------|---------------------|----------------|---------------|----------------|--------------------------|
| Col. 1                        | Col. 2      | Col. 3     | Col. 4       | Col. 5       | Col. 6 (Col. 4 X 5) | Col. 7              | Col. 8 (Col. 6 X 7) | Col. 9         | Col. 10       | Col. 11        | Col. 12 (Col. 8+9+10+11) |
| RESTORATIVE JUSTICE ASSISTANT | 1           | JUNE 29    | 8            | 35           | 280                 | \$13.00             | \$3,640             | \$238.00       | —             | —              | \$3,878.00               |
|                               |             |            |              |              |                     |                     |                     |                |               |                |                          |
|                               |             |            |              |              |                     |                     |                     |                |               |                |                          |
| <b>Total</b>                  |             |            |              |              |                     |                     |                     |                |               |                |                          |

### Part C Calculation of recommended approved contribution - SLAAMB Official use.

| Job Title    | No. of Jobs | Start Date | No. of Weeks | Hrs Per Week | Total Hours         | Wages Rate Per Hour | Total Wages         | Mandatory MERC | Special Costs | Overhead Costs | Total Costs              |
|--------------|-------------|------------|--------------|--------------|---------------------|---------------------|---------------------|----------------|---------------|----------------|--------------------------|
| Col. 1       | Col. 2      | Col. 3     | Col. 4       | Col. 5       | Col. 6 (Col. 4 X 5) | Col. 7              | Col. 8 (Col. 6 X 7) | Col. 9         | Col. 10       | Col. 11        | Col. 12 (Col. 8+9+10+11) |
|              |             |            |              |              |                     |                     |                     |                |               |                |                          |
|              |             |            |              |              |                     |                     |                     |                |               |                |                          |
| <b>Total</b> |             |            |              |              |                     |                     |                     |                |               |                |                          |

Subject to the attached Terms and Conditions, the Board and the Employer agree that, upon approval of the Employer's application, the Employer will provide the jobs, at the hourly wage rates, for the number of hours per week and for the number of weeks, all as described above in Part B and the Board agrees to pay the Employer in respect of the wages, mandatory employer costs and overhead costs related to such as jobs, a contribution not exceeding the amounts shown in Part C total columns.  
The Employer certifies that the proposed jobs would not be created without the contributions requested.

#### For the Employer:

|   |  |           |                             |
|---|--|-----------|-----------------------------|
| Name (Please print)<br><b>VERNON MORRIS</b> | Position<br><b>RESTORATIVE JUSTICE MANAGER</b> | Signature | Date<br><b>JUNE 2, 2015</b> |
| Name (Please print)                         | Position                                       | Signature | Date                        |

#### For the Board Recommended by (SLAAMB Official use):

|                     |       |           |      |
|---------------------|-------|-----------|------|
| Name (Please print) | Title | Signature | Date |
|---------------------|-------|-----------|------|

# SIOUX LOOKOUT AREA ABORIGINAL MANAGEMENT BOARD

P.O. BOX 56, 80 FRONT STREET, SIOUX LOOKOUT, ON P8T 1A1 T: (807) 737-4047, F: (807) 737-4048/2874, TF: 1-800-563-2183

## FORECAST OF CASH FLOW

|   |          |   |    |    |    |              |              |
|---|----------|---|----|----|----|--------------|--------------|
| NAME OF SPONSOR:<br>NISHNAWBE-ASKI LEGAL SERVICES CORPORATION |          | PROJECT NAME:<br>RESTORATIVE JUSTICE ASSISTANT (SUMMER) |    |    |    | FILE NUMBER: |              |
| REPORTING PERIOD (MONTHS) →                                   | 1        | 2   |    |    |    |              | <b>TOTAL</b> |
|   | \$       | \$  | \$ | \$ | \$ | \$           | \$           |
| WAGE COSTS  | \$ 1,820 | \$ 1,820  |    |    |    |              |              |
| M.E.R.C.  | \$ 119   | \$ 119  |    |    |    |              |              |
| OVERHEAD COSTS  |          |   |    |    |    |              |              |
| TRAINING COSTS  |          |   |    |    |    |              |              |
| PUBLIC INSTITUTIONS A   |          |   |    |    |    |              |              |
| B   |          |   |    |    |    |              |              |
| NON-PUBLIC  |          |   |    |    |    |              |              |
| EQUIPMENT LEASING   |          |   |    |    |    |              |              |
| EQUIPMENT PURCHASE  |          |   |    |    |    |              |              |
| ADDITIONAL COST FOR DISABLED                                  |          |   |    |    |    |              |              |
| AUDIT   |          |   |    |    |    |              |              |
| PARTICIPANT ALLOWANCE   |          |   |    |    |    |              |              |
| <b>TOTAL</b>  | \$ 1,939 | \$ 1,939  |    |    |    |              | \$ 3,878     |

**COMMENTS:**

|                   |                    |
|-------------------|--------------------|
| Current Year - \$ | Future Year 1 - \$ |
|-------------------|--------------------|

**We certify that the above is an accurate statement of our anticipated cash flow requirement.**

|                                      |            |                       |
|--------------------------------------|------------|-----------------------|
| Prepare by (print):<br>VERNON MORRIS | Signature: | Date:<br>JUNE 2, 2015 |
|--------------------------------------|------------|-----------------------|

IF PROJECT EXTENDS AFTER 6 MONTHS PLEASE USE ANOTHER FORECAST OF CASHFLOW

**NISHNAWBE-ASKI LEGAL SERVICES**  
**Restorative Justice Assistant**  
**JOB DESCRIPTION**

**DESCRIPTION:**

The Restorative Justice Program Assistant will spend the majority of his/her time working in the Restorative Justice area.

**DUTIES & RESPONSIBILITIES:**

1. Assist in the dissemination of information and the preparation of information materials concerning the Program. The Assistant will provide information upon request to the community members. The Assistant will also help with publicizing via the media.
2. The Assistant will liaise with the Restorative Justice Workers and assist them with travel and other needs as well as consulting with them about their concerns in the absence of the Restorative Justice Coordinator.
3. Arrange for and assist at the monthly Conference Calls/Meetings of the Restorative Justice Workers and the Restorative Justice Coordinator.
4. Assist in the maintenance of a central filing system of conferences held as well as other reports submitted by the Restorative Justice Workers.
5. Assist in the planning for and holding of Training Workshops.
6. The Assistant will perform actual Restorative Justice circles as required.
7. Assist in the self-evaluation program by distributing and collecting questionnaires, and liaising with personnel hired to complete same.
8. Assist with the Public Legal Education Coordinator, the Victim Witness Advocate and the Community Legal Workers with any work they may be doing in the Restorative Justice area.
9. Assist in the development of Proposals to possible funders.

**Other**

1. Develop forms to be used in the diversion of charges and implementation of conference agreements.
2. Assist in the development of training materials and facilitate training programs.
3. Other office related duties as required.

03/11/2022

# Transmission Report

Date/Time  
Local ID 1

12-18-2014  
807-737-4847

10:26:22 a.m.

Transmit Header Text  
Local Name 1

Nishnawbe-Aski Legal Services

This document : Confirmed  
(reduced sample and details below)  
Document size : 8.5"x11"

## Nishnawbe-Aski Legal Services Corporation

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L^ΓCLJ^Δ^3

### *.Fax Cover*

Date: December 18/14  
To: Celina  
Fax: 807-622-3024  
From: Vernon  
Re: Letter

#### Message:

Good morning Celina. A copy of a letter we need to talk about.  
Meegewtch.

We are transmitting the following \_\_\_ pages (including this cover letter). If you do not receive all pages, please call us as soon as possible.

Telephone: 1-866-590-4763 Fax: 807-737-4847

Contact: Vernon Morris

THE INFORMATION CONTAINED IN THIS TELECOPY IS INTENDED FOR THE USE OF THE RECIPIENT ABOVE. The telecopy may contain privileged, confidential, or undisclosed information. If the reader of this telecopy is not the intended recipient, you are hereby notified that you have received this telecopy in error, and that any review, dissemination, distribution, or copying of it is strictly prohibited. If you have received this in error, please notify us

#### Mailing Address:

55, Cumberland Street  
Thunder Bay, Ontario  
P7B 2V3

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

nat: info@nlegal.on.ca  
Websta:  
http://www.nlegal.on.ca



#### Head Office:

684 City Road  
Unit 14  
Thunder Bay, Ontario  
P7J 1K3

Total Pages Scanned : 2

Total Pages Confirmed : 2

| No. | Job | Remote Station | Start Time               | Duration | Pages | Line | Mode | Job Type | Results |
|-----|-----|----------------|--------------------------|----------|-------|------|------|----------|---------|
| 001 | 233 | 807 622 3024   | 10:25:28 a.m. 12-18-2014 | 00:00:20 | 2/2   | 1    | EC   | HS       | CP26400 |

#### Abbreviations:

HS: Host send  
HR: Host receive  
WS: Waiting send

PL: Polled local  
PR: Polled remote  
MS: Mailbox save

MP: Mailbox print  
RP: Report  
FF: Fax Forward

CP: Completed  
FA: Fall  
TU: Terminated by user

TS: Terminated by system  
G3: Group 3  
EC: Error Correct

**Nishnawbe-Aski Legal Services Corporation**

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LPCLSA

December 15, 2014

Vernon Morris  
Restorative Justice Manager-West  
C/o Nishnawbe-Aski Legal Services Corporation  
Sioux Lookout, Ontario  
P8T 1A3

**Re: Salary Increase**

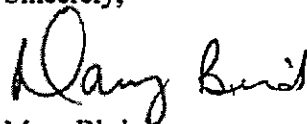
Department of Justice approved a 1.35 % increase to those staff who are employed full time and under the Restorative Justice Program budget.

NALSC is pleased to inform you that you will be receiving an increase retroactive to April 1, 2014.

You will receive your retro pay of \$518.71 on Payroll #26, and the following payrolls will be adjusted accordingly. Your base salary was increased from \$55,500.00 to \$60,000.00 per annum.

For those of you registered in the Retirement Savings plan, there will be an adjustment as well.

Sincerely,



Mary Bird  
Area Director

**Mailing Address:**

86 S. Cumberland Street  
Thunder Bay, Ontario  
P7B 2V3

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

E-mail  
info@nanlegal.on.ca

Website  
www.nanlegal.on.ca



**Head Office:**

150 City Road  
Fort William First Nation  
Thunder Bay, Ontario  
P7J 1J7

**Nishnawbe-Aski Legal Services**  
Corporation

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*.Fax Cover*

**Date:** December 18/14  
**To:** Celina  
**Fax:** 807-622-3024  
**From:** Vernon  
**Re:** Letter

**Message:**

Good morning Celina. A copy of a letter we need to talk about.  
Meegewtch.

We are transmitting the following \_\_\_ pages (including this cover letter). If you do not receive all pages, please call us as soon as possible.

Telephone: 1-866-590-4763 Fax: 807-737-4847

Contact:     Vernon Morris    

THE INFORMATION CONTAINED IN THIS TELECOPY IS INTENDED FOR THE USE OF THE RECIPIENT ABOVE. The telecopy may contain privileged, confidential, or undisclosed information. If the reader of this telecopy is not the intended recipient, you are hereby notified that you have received this telecopy in error, and that any review, dissemination, distribution, or copying of it is strictly prohibited. If you have received this in error, please notify us

**Mailing Address:**

5 S. Cumberland Street  
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P7B 2V3

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

mail: info@nanlegal.on.ca  
Website:  
http://www.nanlegal.on.ca



**Head Office:**

684 City Road  
Unit 14  
Thunder Bay, Ontario  
P7J 1K3

immediately by telephone and return the original transmittal to us by mail. Thank you for your cooperation.

**Nishnawbe-Aski Legal Services**

150 City Road  
 Fort William First Nation  
 Thunder Bay, ON P7J 1J7

**MORRIS, VERNON**  
 P.O. Box 965  
 89 Prine Street  
 SIOUX LOOKOUT, ON P8T 1B3

**Direct Deposit Payment Advice**

Period : Nov 29, 2014 to Dec 12, 2014      Payment Date : Dec 18, 2014

**DD432-033**

| Paycode   | Straight | OT 1.5 | OT 2.0 | Pay Rate | Current  | YearToDate |
|-----------|----------|--------|--------|----------|----------|------------|
| Salary    | 70.00    |        |        | 30.9060  | 2,163.42 | 53,394.06  |
| Hourly    |          |        |        |          | 0.00     | 699.44     |
| Bonus     |          |        |        |          | 400.00   | 400.00     |
| Retro Pay |          |        |        |          | 518.71   | 518.71     |
|           |          |        |        |          | 3,082.13 | 55,012.21  |

| Paycode           | Current      | YearToDate      |
|-------------------|--------------|-----------------|
| <b>Benefits</b>   |              |                 |
| FAA Ben.          | 59.42        | 1,485.50        |
| <b>TOTAL</b>      | <b>59.42</b> | <b>1,485.50</b> |
| <b>Deductions</b> |              |                 |
| FAA               | 59.42        | 1,485.50        |
| Travel Adv        | 0.00         | 1,658.30        |
| MISC              | 0.00         | 487.51          |
| <b>TOTAL</b>      | <b>59.42</b> | <b>3,631.31</b> |

| Accrual    | Opening | Accrued | Released | Balance      |
|------------|---------|---------|----------|--------------|
| BEREAVEMNT | -21.00  |         |          | -21.00 HOURS |
| Over Time  | 70.00   |         |          | 70.00 Hours  |
| OT used    | 51.00   |         |          | 51.00 Hours  |
| Sick Time  | 105.00  |         |          | 105.00 Hours |
| Vac Days   | 15.00   |         | 4.00     | 11.00 Days   |

| Government Deductions | YearToDate             |
|-----------------------|------------------------|
| CPP                   | 0.00 . 2,425.50        |
| EI                    | 0.00 . 913.68          |
| Tax                   | 0.00 . 0.00            |
| <b>TOTAL</b>          | <b>0.00 . 3,339.18</b> |

| Cheque Totals  | YearToDate                  |
|----------------|-----------------------------|
| Wages          | 3,082.13 . 55,012.21        |
| Deductions     | 59.42 . 3,631.31            |
| Government     | 0.00 . 3,339.18             |
| <b>NET PAY</b> | <b>3,022.71 . 48,041.72</b> |

SCANNED





**Lee Brown**

Vernon Morris.

**From:** Celina M. Reitberger <creitberger@nanlegal.on.ca>  
**Sent:** Friday, March 02, 2012 3:53 PM  
**To:** 'Vernon Morris'  
**Cc:** 'Lee Brown'  
**Subject:** Acting  
**Attachments:** Celina Reitberger.vcf

As per our conversation of today's date this will confirm that you will receive retroactively a salary of \$50,000.00 from the date you began acting as the RJM.

Celina Reitberger  
Executive Director

**Nishnawbe-Aski Legal Services Corporation**

86 S. Cumberland St., Thunder Bay, ON, P7B 2V3  
Tel: (807) 766-7075  
Toll Free: 1-800-465-5581  
Fax: (807) 622-3024  
Email: [creitberger@nanlegal.on.ca](mailto:creitberger@nanlegal.on.ca)

**Celina Reitberger**

Nishnawbe-Aski Legal Services Corpora...  
Executive Director

(807) 766-7075 Work  
[creitberger@nanlegal.on.ca](mailto:creitberger@nanlegal.on.ca)  
Nishnawbe-Aski Legal Services Corpora...  
86 S. Cumberland Street  
Thunder Bay, ON  
P7B 2V3

# NALSC



## Employee Warning Notice

### Employee Information

Employee Name: Vernon Morris

Date: September 25, 2013

Employee ID:

Job Title: *RS manager*

Manager: Celina Reitberger

Department: Restorative Justice

### Type of Warning



First Warning

Second Warning

Final Warning

### Reason for Warning

Tardiness/Leaving Early

Absenteeism

Violation of Company Policies

Substandard Work

Rudeness to Clients/Coworkers

Violation of Safety Rules

Other: *Timesheet was not submitted to payroll.*

### Manager Approval

Description of Infraction:

Did not submit timesheet on time. Was sent on Tuesday, 2days late.

Plan for Improvement:

Consequences of Further Infractions:

### Acknowledgement of Receipt of Warning

*By signing this form, you confirm that you understand the information in this warning. You also confirm that you and your manager have discussed the warning and a plan for improvement. Signing this form does not necessarily indicate that you agree with this warning.*

Employee \_\_\_\_\_

Manager *Celina Reitberger*

Date *Sept 25/13*

## Kirsten Rasevych

---

**From:** Celina M. Reitberger <creitberger@nanlegal.on.ca>  
**Sent:** Wednesday, September 25, 2013 9:27 AM  
**To:** 'Marlene Sabourin'  
**Cc:** 'Vernon Morris'  
**Subject:** FW: Timesheet for P/R # 20  
**Attachments:** Bi-Weekly Timesheet, # 20.doc

Approved. But Vernon it is very important that you get the time sheet in on time. Marlene was held up doing the payroll because of this and I understand that she was very frustrated. Please be more diligent in the future.

Celina

---

**From:** Vernon Morris [<mailto:vernonmmorris@nanlegal.on.ca>]  
**Sent:** Tuesday, September 24, 2013 8:58 PM  
**To:** [creitberger@nanlegal.on.ca](mailto:creitberger@nanlegal.on.ca)  
**Cc:** [mmuckuck@nanlegal.on.ca](mailto:mmuckuck@nanlegal.on.ca); [msabourin@nanlegal.on.ca](mailto:msabourin@nanlegal.on.ca); [cjohnson@nanlegal.on.ca](mailto:cjohnson@nanlegal.on.ca)  
**Subject:** Timesheet for P/R # 20

Celina : For your signature, please forward to Marlene & Marceline. Had this done last week, guess I forgot to send it in. Meegwwetch

**Lee Brown**

---

**From:** Chantelle Johnson <cjohnson@nanlegal.on.ca>  
**Sent:** Monday, September 26, 2011 4:32 PM  
**To:** allstaff@nanlegal.on.ca  
**Subject:** Vernon Morris E-mail

Good Afternoon Everyone,

I just wanted to make sure everyone has Vernon's proper e-mail address:

[vernonmmorris@nanlegal.on.ca](mailto:vernonmmorris@nanlegal.on.ca)

Thank You,

***Chantelle Johnson***  
**Restorative Justice Assistant**

**Nishnawbe-Aski Legal Services**  
**86 s. Cumberland Street**  
**Thunder Bay, Ontario P7B 2V3**

**Phone: (807) 766-7081**  
**Fax: (807) 622-3024**  
**E-Mail: [cjohnson@nanlegal.on.ca](mailto:cjohnson@nanlegal.on.ca)**

**Nishnawbe-Aski Legal Services Corporation**

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March 2, 2012

PERSONAL & CONFIDENTIAL

Via Email: [vernonmmorris@nanlegal.on.ca](mailto:vernonmmorris@nanlegal.on.ca)  
Original to Follow by Mail

Vernon Morris  
c/o Nishnawbe-Aski Legal Services Corporation  
86 S. Cumberland Street  
Thunder Bay, ON P7B 2V3

Dear Vernon:

**RE: OFFER OF EMPLOYMENT**

We are pleased to offer you the position of Restorative Justice Coordinator (West). In terms of how the duties between the RJ Coordinator West and East are to be split will be decided by conference call next week. As part of your duties you will be expected to facilitate Restorative Justice Circles.

Upon your acceptance of this offer, unless otherwise agreed between you and NALSC, you shall commence your employment on Monday, March 5, 2012 at 9:00 a.m. at a salary of \$50,000.00 per year. NALSC also provides a benefits package which will be further explained to you. If you are a "Status Indian", this income is currently tax exempt. Your office space is located at 39 1/2 King Street, Sioux Lookout, Ontario and your hours are between 9:00 a.m. and 5:00 p.m. each day.

As Executive Director, I will be your direct supervisor. You are also accountable to the Executive Committee of the Board of Directors. Pursuant to the policies of NALSC, you will be on probation for a period of 3 months, at which time your performance will be reviewed.

The overall conditions of your employment are governed by the Policies of NALSC, as they are amended from time to time, as well as any applicable governing legislation.

Mailing Address:

86 S. Cumberland Street  
Thunder Bay, Ontario  
P7B 2V3

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

E-mail  
[info@nanlegal.on.ca](mailto:info@nanlegal.on.ca)

Website  
[www.nanlegal.on.ca](http://www.nanlegal.on.ca)



Head Office:

150 City Road  
Fort William First Nation  
Thunder Bay, Ontario  
P7J 1J7

We look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Celina Reitberger".

Celina Reitberger  
Executive Director

cc. Personnel File

## EMPLOYMENT CONTRACT

This agreement made in triplicate this 31<sup>st</sup> day of January, 2011.

**BETWEEN:**

**NISHNAWBE ASKI LEGAL SERVICES CORPORATION**  
(hereinafter referred to as "NALSC")

**OF THE FIRST PART**

-and-

**VERNON MORRIS**

(hereinafter referred to as the "Community Youth Justice Worker/Restorative Justice Development Officer -West")

**OF THE SECOND PART**

Nishnawbe Aski Legal Services Corporation hereby employs **VERNON MORRIS** to fill the position of Community Youth Justice Worker/Restorative Justice Development Officer ("CYJW/RJCDO"). The following shall be the terms and conditions of employment:

### 1. TERMS OF REFERENCE

- 1.1 The CYJW/RJCDO undertakes to perform and to be responsible for the duties and responsibilities of the position as outlined in Schedule "A" attached to this Agreement.
- 1.2 The CYJW/RJCDO will report to and be responsible to the Restorative Justice Coordinator on a day to day basis and to the Executive Director for overall work performance.
- 1.3 Day to day duties will be assigned and supervised by the Restorative Justice Coordinator or his/her designate.
- 1.4 **Hours of Work/Accessibility**  
The CYJW/RJCDO will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) and such other times as may be required to carry out the functions of the position, with the prior written approval of her supervisor on the day(s) in question.
- 1.5 The CYJW/RJCDO agrees to comply with all lawful instructions given by the Restorative Justice Coordinator and or the Executive Director.



- 1.6 The CYJW/RJCDO agrees to adhere to all personnel and administrative policies approved by the Board of NALSC (the "NALSC Personnel Policies & Procedures Manual) and as administered by the Executive Director.
- 1.7 The CYJW/RJCDO is deemed to be a term employee for the purposes and application of the NALSC policies, as amended except as otherwise agreed to in this agreement.
- 1.8 The CYJW/RJCDO shall generally carry out the duties and responsibilities of employment at Weagamow, Ontario. Travel to NAN First Nations and communities in the Sioux Lookout Area may be required as part of the duties of employment at the request of NALSC.

## 2. CONTRACT TERM

- 2.1 This Agreement shall be for a period of one year starting on January 31, 2011 and ending on January 31, 2012. The CYJW/RJCDO agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the CYJW/RJCDO for the length of this term in accordance with the terms and conditions contained in this Agreement.
- 2.2 NALSC further agrees to provide the CYJW/RJCDO with notice of either its intention to renew the Agreement in anticipation of the contemplated expiry hereof, on such terms as may be agreed upon. Failure of NALSC to provide notice of its intention to extend or renew the contract beyond January 31, 2012, shall be deemed to be notice of the termination/expiration of this Agreement.
- 2.3 The CYJW/RJCDO's performance shall be reviewed by NALSC at any time during the course of this Agreement if it is deemed necessary. The CYJW/RJCDO may request an evaluation at anytime if she so desires for the purposes of addressing any concerns or opportunities she may have as a CYJW/RJCDO.

## 3. FINANCIAL ARRANGEMENTS

### 3.1 Contract Amount

The CYJW/RJCDO shall be paid at an amount equal to \$45,000.00 per year, and such salary shall be paid bi-weekly, with mandatory deductions made for E.I., C.P.P., and Income Tax, if applicable.

### 3.2 Benefits

Nishnawbe Aski Legal Services Corporation shall provide the CYJW/RJCDO with the following benefits for the duration of this agreement;

- a) As set out in Personnel Policy and Procedures Manual, except for the leave provisions. In the event that the CYJW/RJCDO requests any time off or leave (with or without pay) any leave will be at the discretion of the Executive Director.

### 3.3 Travel Expenses

CYJW/RJCDO will be reimbursed for all the travel expenses necessarily incurred in carrying out the duties and responsibilities of employment, provided that advance approval for such expense is provided by the Restorative Justice Coordinator or Executive Director. Reimbursement will be limited to the following items:

- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
- d) Taxis (receipts required over \$10.00)
- e) Mileage (pursuant to NALSC Mileage Policy and limited to equivalent of one economy round trip fare)

## 4. TERMINATION

- 4.1 This Agreement may be terminated by NALSC at any time without notice in writing for just cause.
- 4.2 In addition to the reasons hereinbefore, NALSC may terminate this Agreement without just cause given with two weeks notice or by the payment to the CYJW/RJCDO of one weeks pay in lieu of notice, inclusive of benefits.

## 5. CONFIDENTIALITY

- 5.1 The CYJW/RJCDO shall treat as private and confidential, both during as well as after this Agreement, any information concerning the affairs of NALSC, any information related to clients of NALSC to which she becomes privy during the course of this Agreement, and agrees not to divulge any such information to any other person. In addition to the foregoing, the CYJW/RJCDO shall ensure that any information relating to the identity of clientele will be kept absolutely and strictly confidential and shall not be divulged to any person or organization whatsoever or howsoever.

Failure by the CYJW/RJCDO to keep all information confidential constitutes a breach of this employment contract entitling NALSC to terminate the agreement without notice.

## 6. CONFLICT OF INTEREST

- 6.1 The CYJW/RJCDO agrees to refrain from any dealings with any business, partnership or undertaking, which do or which have the potential to conflict with any activity of NALSC.

## 7. ASSIGNMENT OF RIGHTS

- 7.1 The rights, which accrue, to NALSC under this Agreement shall pass to its successors or assigns.

The rights of the CYJW/RJCDO under this Agreement are not assignable or transferable in any manner whatsoever.

## 8. SEVERABILITY

- 8.1 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

## 9. WAIVER

- 9.1 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.

## 10. ENTIRE AGREEMENT

- 10.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the CYJW/RJCDO and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the employment of the CYJW/RJCDO by NALSC are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any agreement.

## 11. MODIFICATION OF AGREEMENT

- 11.1 Any modification of this Agreement must be in writing, signed by the parties or it shall have no effect and shall be void.

## 12. GOVERNING LAW

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of the Canada or the Province of Ontario, as the case may be and as amended from time to time.

## 13. HEADINGS

- 13.1 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and Agreements contained in this Agreement.

## 14. NOTICES

- 14.1 a) Any notice required or permitted to be given to the CYJW/RJCDO shall be sufficiently given if delivered to the CYJW/RJCDO personally or if mailed by registered mail to the CYJW/RJCDO's address last known to NALSC.
- b) Any notice required or permitted to be given to NALSC shall be sufficiently given if mailed by registered mail to the NALSC at its address last known to the CYJW/RJCDO.
- c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

**15. INDEPENDENT LEGAL ADVICE**

15.1 The CYJW/RJCDO acknowledges that she has read and understands this Agreement, and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement this 31<sup>st</sup> Day of January, 2011, in the City of Thunder Bay, in the Province of Ontario, for the Corporation and in the Town of Sioux Lookout for the employee.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

B. Burgess  
WITNESS

Vernon Morris  
VERNON MORRIS

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Per: Celina Petherick  
I have authority to bind the corporation.

RJW/CYJW/HR/VM

## EMPLOYMENT CONTRACT

This agreement made in triplicate this 31<sup>st</sup> day of January, 2011.

### BETWEEN:

**NISHNAWBE ASKI LEGAL SERVICES CORPORATION**  
(hereinafter referred to as "NALSC")

### OF THE FIRST PART

-and-

**VERNON MORRIS**

(hereinafter referred to as the "Community Youth Justice Worker/Restorative Justice Development Officer -West")

### OF THE SECOND PART

Nishnawbe Aski Legal Services Corporation hereby employs **VERNON MORRIS** to fill the position of Community Youth Justice Worker/Restorative Justice Development Officer ("CYJW/RJCDO"). The following shall be the terms and conditions of employment:

#### 1. TERMS OF REFERENCE

- 1.1 The CYJW/RJCDO undertakes to perform and to be responsible for the duties and responsibilities of the position as outlined in Schedule "A" attached to this Agreement.
- 1.2 The CYJW/RJCDO will report to and be responsible to the Restorative Justice Coordinator on a day to day basis and to the Executive Director for overall work performance.
- 1.3 Day to day duties will be assigned and supervised by the Restorative Justice Coordinator or his/her designate.
- 1.4 **Hours of Work/Accessibility**  
The CYJW/RJCDO will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) and such other times as may be required to carry out the functions of the position, with the prior written approval of her supervisor on the day(s) in question.
- 1.5 The CYJW/RJCDO agrees to comply with all lawful instructions given by the Restorative Justice Coordinator and or the Executive Director.

- 1.6 The CYJW/RJCDO agrees to adhere to all personnel and administrative policies approved by the Board of NALSC (the "NALSC Personnel Policies & Procedures Manual) and as administered by the Executive Director.
- 1.7 The CYJW/RJCDO is deemed to be a term employee for the purposes and application of the NALSC policies, as amended except as otherwise agreed to in this agreement.
- 1.8 The CYJW/RJCDO shall generally carry out the duties and responsibilities of employment at Weagamow, Ontario. Travel to NAN First Nations and communities in the Sioux Lookout Area may be required as part of the duties of employment at the request of NALSC.

## 2. CONTRACT TERM

- 2.1 This Agreement shall be for a period of one year starting on January 31, 2011 and ending on January 31, 2012. The CYJW/RJCDO agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the CYJW/RJCDO for the length of this term in accordance with the terms and conditions contained in this Agreement.
- 2.2 NALSC further agrees to provide the CYJW/RJCDO with notice of either its intention to renew the Agreement in anticipation of the contemplated expiry hereof, on such terms as may be agreed upon. Failure of NALSC to provide notice of its intention to extend or renew the contract beyond January 31, 2012, shall be deemed to be notice of the termination/expiration of this Agreement.
- 2.3 The CYJW/RJCDO's performance shall be reviewed by NALSC at any time during the course of this Agreement if it is deemed necessary. The CYJW/RJCDO may request an evaluation at anytime if she so desires for the purposes of addressing any concerns or opportunities she may have as a CYJW/RJCDO.

## 3. FINANCIAL ARRANGEMENTS

- 3.1 **Contract Amount**  
The CYJW/RJCDO shall be paid at an amount equal to \$45,000.00 per year, and such salary shall be paid bi-weekly, with mandatory deductions made for E.I., C.P.P., and Income Tax, if applicable.
- 3.2 **Benefits**  
Nishnawbe Aski Legal Services Corporation shall provide the CYJW/RJCDO with the following benefits for the duration of this agreement;
  - a) As set out in Personnel Policy and Procedures Manual, except for the leave provisions. In the event that the CYJW/RJCDO requests any time off or leave (with or without pay) any leave will be at the discretion of the Executive Director.

### 3.3 Travel Expenses

CYJW/RJCDO will be reimbursed for all the travel expenses necessarily incurred in carrying out the duties and responsibilities of employment, provided that advance approval for such expense is provided by the Restorative Justice Coordinator or Executive Director. Reimbursement will be limited to the following items:

- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
- d) Taxis (receipts required over \$10.00)
- e) Mileage (pursuant to NALSC Mileage Policy and limited to equivalent of one economy round trip fare)

## 4. TERMINATION

- 4.1 This Agreement may be terminated by NALSC at any time without notice in writing for just cause.
- 4.2 In addition to the reasons hereinbefore, NALSC may terminate this Agreement without just cause given with two weeks notice or by the payment to the CYJW/RJCDO of one weeks pay in lieu of notice, inclusive of benefits.

## 5. CONFIDENTIALITY

- 5.1 The CYJW/RJCDO shall treat as private and confidential, both during as well as after this Agreement, any information concerning the affairs of NALSC, any information related to clients of NALSC to which she becomes privy during the course of this Agreement, and agrees not to divulge any such information to any other person. In addition to the foregoing, the CYJW/RJCDO shall ensure that any information relating to the identity of clientele will be kept absolutely and strictly confidential and shall not be divulged to any person or organization whatsoever or howsoever.

Failure by the CYJW/RJCDO to keep all information confidential constitutes a breach of this employment contract entitling NALSC to terminate the agreement without notice.

## 6. CONFLICT OF INTEREST

- 6.1 The CYJW/RJCDO agrees to refrain from any dealings with any business, partnership or undertaking, which do or which have the potential to conflict with any activity of NALSC.

## 7. ASSIGNMENT OF RIGHTS

- 7.1 The rights, which accrue, to NALSC under this Agreement shall pass to its successors or assigns.

The rights of the CYJW/RJCDO under this Agreement are not assignable or transferable in any manner whatsoever.

## 8. SEVERABILITY

- 8.1 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

## 9. WAIVER

- 9.1 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.

## 10. ENTIRE AGREEMENT

- 10.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the CYJW/RJCDO and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the employment of the CYJW/RJCDO by NALSC are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any agreement.

## 11. MODIFICATION OF AGREEMENT

- 11.1 Any modification of this Agreement must be in writing, signed by the parties or it shall have no effect and shall be void.

## 12. GOVERNING LAW

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of the Canada or the Province of Ontario, as the case may be and as amended from time to time.

## 13. HEADINGS

- 13.1 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and Agreements contained in this Agreement.

## 14. NOTICES



- 14.1 a) Any notice required or permitted to be given to the CYJW/RJCDO shall be sufficiently given if delivered to the CYJW/RJCDO personally or if mailed by registered mail to the CYJW/RJCDO's address last known to NALSC.
- b) Any notice required or permitted to be given to NALSC shall be sufficiently given if mailed by registered mail to the NALSC at its address last known to the CYJW/RJCDO.
- c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

**15. INDEPENDENT LEGAL ADVICE**

15.1 The CYJW/RJCDO acknowledges that she has read and understands this Agreement, and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

IN WITNESS WHEREOF the Parties have duly executed this Agreement this 31<sup>st</sup> Day of January, 2011, in the City of Thunder Bay, in the Province of Ontario, for the Corporation and in the Town of Sioux Lookout for the employee.


**SIGNED, SEALED AND DELIVERED**

In the presence of:

  
WITNESS

  
VERNON MORRIS

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Per:   
I have authority to bind the corporation.

RJW/CYJW/HR/VM

Done after manual ROE.

### Record of Employment Information - Not For Submission

|   |                    |                                    |  |  |                    |
|---|--------------------|------------------------------------|--|--|--------------------|
| 1. Serial Number  |                    | 2. Serial Number of Record Amended |  | 3. Employer's Payroll Reference                            |                    |
| 4. Employer Name and Address<br>Nishnawbe-Aski Legal Services<br>Box 23, Site 6 R.R.#4<br>Fort William First Nation<br>Thunder Bay, Ontario |                    |                                    |  | 5. Business Number<br>137530606RP0001                      |                    |
|   |                    |                                    |  | 6. Pay Period Type<br>Biweekly                             |                    |
|   |                    |                                    |  | 7. Postal Code<br>P7C 4Z2                                  |                    |
|   |                    |                                    |  | 8. Social Insurance Number<br>463-127-746                  |                    |
| 9. Employee Name and Address<br>MORRIS, VERNON<br>P.O. Box 965<br>89 Prine Street<br>SIOUX LOOKOUT, Ontario P8T 1B3                         |                    |                                    |  | 10. First Day Worked (d-m-y)<br>21 - 09 - 2009             |                    |
|   |                    |                                    |  | 11. Last Day For Which Paid (d-m-y)<br>18 - 06 - 2010      |                    |
|   |                    |                                    |  | 12. Final Pay Period Ending Date (d-m-y)<br>18 - 06 - 2010 |                    |
| 13. Occupation<br>RESTORATIVE JUSTICE WORKE   |                    |                                    | 14. Expected Date of Recall  |  |                    |
| 15A. Total Insurable Hours<br>1,434.00  |                    |                                    | 16. Reason for Issuing ROE : A - Shortage of Work<br><br>Contact : Suzanne Withenshaw<br>Telephone : (807)766-7076 |  |                    |
| 15B. Total Insurable Earnings<br>27,089.53  |                    |                                    |  |  |                    |
| 15C.  |                    |                                    | 17. Monies Payable At or After Termination   |  |                    |
| PP  | Insurable Earnings | PP                                 | Insurable Earnings   | PP   | Insurable Earnings |
| 1   | 4,589.52           | 2                                  | 1,730.77   | 3  | 1,730.77           |
| 4   | 1,730.77           | 5                                  | 1,730.77   | 6  | 1,730.77           |
| 7   | 1,730.77           | 8                                  | 1,730.77   | 9  | 1,730.77           |
| 10  | 1,730.77           | 11                                 | 1,730.77   | 12   | 1,730.77           |
| 13  | 1,730.77           | 14                                 | 1,730.77   | 15   | 2,030.77           |
| 16  | 1,730.77           | 17                                 | 1,730.77   | 18   | 1,730.77           |
| 19  | 1,730.77           | 20                                 | 865.39   | 21   |                    |
| 22  |                    | 23                                 |  | 24   |                    |
| 25  |                    | 26                                 |  | 27   |                    |
| 28  |                    | 29                                 |  | 30   |                    |
| 31  |                    | 32                                 |  | 33   |                    |
| 34  |                    | 35                                 |  | 36   |                    |
| 37  |                    | 38                                 |  | 39   |                    |
| 40  |                    | 41                                 |  | 42   |                    |
| 43  |                    | 44                                 |  | 45   |                    |
| 46  |                    | 47                                 |  | 48   |                    |
| 49  |                    | 50                                 |  | 51   |                    |
| 52  |                    | 53                                 |  |  |                    |
| 19. Paid Sick/Maternity/Parental Leave/Group Wage Loss  |                    |                                    | 18. Comments   |  |                    |
|   |                    |                                    | 20. Communication Preferred In<br>English  |  |                    |
|   |                    |                                    | 21. Telephone Number<br>(807)766-7076  |  |                    |
|   |                    |                                    | 22. Issuer and Date<br>Suzanne Withenshaw 29 - 06 - 2010   |  |                    |

| PP | Ending   | Hours  | PP | Ending   | Hours | PP | Ending   | Hours | PP | Ending   | Hours | PP | Ending   | Hours | PP | Ending   | Hours |
|----|----------|--------|----|----------|-------|----|----------|-------|----|----------|-------|----|----------|-------|----|----------|-------|
| 1  | 06/18/10 | 139.00 | 2  | 06/04/10 | 70.00 | 3  | 05/21/10 | 70.00 | 4  | 05/07/10 | 70.00 | 5  | 04/23/10 | 70.00 | 6  | 04/09/10 | 70.00 |
| 7  | 03/26/10 | 70.00  | 8  | 03/12/10 | 70.00 | 9  | 02/26/10 | 70.00 | 10 | 02/12/10 | 70.00 | 11 | 01/29/10 | 70.00 | 12 | 01/15/10 | 70.00 |
| 13 | 01/01/10 | 70.00  | 14 | 12/18/09 | 70.00 | 15 | 12/04/09 | 70.00 | 16 | 11/20/09 | 70.00 | 17 | 11/06/09 | 70.00 | 18 | 10/23/09 | 70.00 |
| 19 | 10/09/09 | 70.00  | 20 | 09/25/09 | 35.00 | 21 |          |       | 22 |          |       | 23 |          |       | 24 |          |       |
| 25 |          |        | 26 |          |       | 27 |          |       | 28 |          |       | 29 |          |       | 30 |          |       |
| 31 |          |        | 32 |          |       | 33 |          |       | 34 |          |       | 35 |          |       | 36 |          |       |
| 37 |          |        | 38 |          |       | 39 |          |       | 40 |          |       | 41 |          |       | 42 |          |       |
| 43 |          |        | 44 |          |       | 45 |          |       | 46 |          |       | 47 |          |       | 48 |          |       |
| 49 |          |        | 50 |          |       | 51 |          |       | 52 |          |       | 53 |          |       |    |          |       |

RECORD OF EMPLOYMENT (ROE)

|   |  |   |
|---|--|---|
| <b>1</b> SERIAL NO.<br><b>E12962173</b>   | <b>2</b> SERIAL NO. OF ROE AMENDED OR REPLACED | <b>3</b> EMPLOYER'S PAYROLL REFERENCE NO.   |
| <b>4</b> EMPLOYER'S NAME AND ADDRESS<br>Nishnawbe - Aski Legal Services Corporation.<br>Box 23 Site 6 RR#4<br>Fort Williams First Nation<br>Thunder Bay, ON |  | <b>5</b> CRA'S BUSINESS NO. (BN)<br>137530606 RP0001  |
| <b>7</b> POSTAL CODE<br>P7C 1A22  |  | <b>6</b> PAY PERIOD TYPE<br>Bi weekly   |
| <b>9</b> EMPLOYEE'S NAME AND ADDRESS<br>Morris, Vernon<br>P.O. Box 965<br>89 Pine Street<br>Sioux Lookout ON P8T 1B3  |  | <b>8</b> SOCIAL INSURANCE NO.<br>463-127-746  |
|   |  | <b>10</b> FIRST DAY WORKED (OR FIRST DAY WORKED SINCE LAST ROE ISSUED)<br>D: 21, M: 09, Y: 2009 |
|   |  | <b>11</b> LAST DAY FOR WHICH PAID<br>D: 08, M: 06, Y: 2010                                      |
|   |  | <b>12</b> FINAL PAY PERIOD ENDING DATE<br>28 18 06 2010   |

|  |   |
|--|---|
| <b>13</b> OCCUPATION<br>Restorative Justice Worker                               | <b>14</b> EXPECTED DATE OF RECALL<br><input checked="" type="checkbox"/> UNKNOWN <input type="checkbox"/> NOT RETURNING |
| <b>15A</b> TOTAL INSURABLE HOURS ACCORDING TO CHART ON REVERSE<br>1834.0         | <b>16</b> REASON FOR ISSUING THIS ROE ▶ ENTER CODE<br>K   |
| <b>15B</b> TOTAL INSURABLE EARNINGS ACCORDING TO CHART ON REVERSE<br>\$27,089.52 | FOR FURTHER INFORMATION, CONTACT<br>Lee Brown   |
|  | TELEPHONE NO. ▶ (807) 766-7076  |

**15C ONLY COMPLETE IF THERE HAS BEEN A PAY PERIOD WITH NO INSURABLE EARNINGS. COMPLETE ACCORDING TO CHART ON REVERSE.**

| P.P. | INSURABLE EARNINGS | P.P. | INSURABLE EARNINGS | P.P. | INSURABLE EARNINGS |
|------|--------------------|------|--------------------|------|--------------------|
| 1    |                    | 2    |                    | 3    |                    |
| 4    |                    | 5    |                    | 6    |                    |
| 7    |                    | 8    |                    | 9    |                    |
| 10   |                    | 11   |                    | 12   |                    |
| 13   |                    | 14   |                    | 15   |                    |
| 16   |                    | 17   |                    | 18   |                    |
| 19   |                    | 20   |                    | 21   |                    |
| 22   |                    | 23   |                    | 24   |                    |
| 25   |                    | 26   |                    | 27   |                    |

**17 ONLY COMPLETE IF PAYMENTS OR BENEFITS (OTHER THAN REGULAR PAY) PAID IN OR IN ANTICIPATION OF THE FINAL PAY PERIOD OR PAYABLE AT A LATER DATE.**

| <b>A - VACATION PAY</b><br>\$ 1152.71 | <b>B - STATUTORY HOLIDAY PAY FOR</b>   |   |    |   |    |  |  |  |   |  |  |  |   |  |  |  |   |
|---------------------------------------|--|---|----|---|----|--|--|--|---|--|--|--|---|--|--|--|---|
|                                       | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>D</th> <th>M</th> <th>Y</th> <th>\$</th> </tr> <tr> <td></td> <td></td> <td></td> <td>.</td> </tr> <tr> <td></td> <td></td> <td></td> <td>.</td> </tr> <tr> <td></td> <td></td> <td></td> <td>.</td> </tr> </table> | D | M  | Y | \$ |  |  |  | . |  |  |  | . |  |  |  | . |
| D                                     | M  | Y | \$ |   |    |  |  |  |   |  |  |  |   |  |  |  |   |
|                                       |  |   | .  |   |    |  |  |  |   |  |  |  |   |  |  |  |   |
|                                       |  |   | .  |   |    |  |  |  |   |  |  |  |   |  |  |  |   |
|                                       |  |   | .  |   |    |  |  |  |   |  |  |  |   |  |  |  |   |
| <b>C - OTHER MONIES (SPECIFY)</b>     |  |   |    |   |    |  |  |  |   |  |  |  |   |  |  |  |   |
| Notice In lieu of Notice \$ 1730.77   |  |   |    |   |    |  |  |  |   |  |  |  |   |  |  |  |   |
|                                       |  |   |    |   |    |  |  |  |   |  |  |  |   |  |  |  |   |
|                                       |  |   |    |   |    |  |  |  |   |  |  |  |   |  |  |  |   |

**19 ONLY COMPLETE IF PAID SICK/MATERNITY/PARENTAL LEAVE OR GROUP WAGE LOSS INDEMNITY PAYMENT (AFTER THE LAST DAY WORKED).**

|   |  |
|---|--|
| <b>PAYMENT START DATE</b><br>D: , M: , Y: | <b>AMOUNT</b><br>\$ . <input type="checkbox"/> PER DAY <input type="checkbox"/> PER WEEK |
|---|--|

**18 COMMENTS**

17 - Vacation pay paid out on final cheque and included in 15B.  
- Paid 2 weeks in lieu of notice period paid out on final cheque & included in 15B  
#16 - office location moved so no work available.

| <b>20</b> COMMUNICATION PREFERRED IN<br><input checked="" type="checkbox"/> ENGLISH <input type="checkbox"/> FRENCH  | <b>21</b> TELEPHONE NO.<br>(807) 766-7076  |      |   |   |    |    |      |
|--|--|------|---|---|----|----|------|
| <b>22</b> I AM AWARE THAT IT IS AN OFFENCE TO MAKE FALSE ENTRIES AND HEREBY CERTIFY THAT ALL STATEMENTS ON THIS FORM ARE TRUE.   |  |      |   |   |    |    |      |
| Lee Brown<br>SIGNATURE OF ISSUER   | Lee Brown<br>NAME OF ISSUER (please print) |      |   |   |    |    |      |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>D</th> <th>M</th> <th>Y</th> </tr> <tr> <td>10</td> <td>06</td> <td>2010</td> </tr> </table> DATE |  | D    | M | Y | 10 | 06 | 2010 |
| D  | M  | Y    |   |   |    |    |      |
| 10   | 06   | 2010 |   |   |    |    |      |

**Nishnawbe-Aski Legal Services**  
Corporation

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ᐱᓂᓂᓂᓂᓂᓂᓂ

**COPY**

June 8<sup>th</sup>, 2010

**PICKED UP PERSONALLY**

**Att: Mr. Vernon Morris**

P.O. Box 965  
89 Pine Street  
Sioux Lookout, Ontario  
P8T 1B3

**Mailing Address:**

86 S. Cumberland Street  
Thunder Bay, Ontario  
P7B 2V3

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

E-mail: [info@nanlegal.on.ca](mailto:info@nanlegal.on.ca)  
Website:  
[Http://www.nanlegal.on.ca](http://www.nanlegal.on.ca)



**Head Office:**

684 City Road  
Unit 14  
Thunder Bay, Ontario  
P7J 1K3

Dear Vernon,


**RE: NOTICE OF LAYOFF**

We thank you for your dedication and hard work over the term of your work as Restorative Justice Worker at NALSC, however, it is with regret that due to a significant change with the position's office location, we hereby serve you with a notice of layoff, effective immediately.

In lieu of notice, we are pleased to offer you two (2) weeks pay and any vacation pay and overtime owed. We will also be issuing you your record of employment which will be sent via letter mail to your residence.

Again, we sincerely appreciate your dedication and hard work. Should you have any questions regarding the above, please feel free to contact us at your convenience.

Sincerely,  
NISHNAWBE-ASKI LEGAL SERVICES

  
Derek E. Lyons,  
Restorative Justice Coordinator

c.c. - Personnel File

Dear Vernon,

RE: NOTICE OF LAYOFF

We thank you for your dedication and hard work over the term of your work as Restorative Justice Worker at NALSC, however, it is with regret that due to a significant change with the position's office location, we hereby serve you with a notice of layoff, effective immediately.

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Sincerely,  
NISHNAWBE-ASKI LEGAL SERVICES

Derek E. Lyons,  
Restorative Justice Coordinator

c.c. - Personnel File

Accounting Transactions : Batch 217, PR#13 June5-18 Pd June24/10

| MORRIS, VERNON | G/L Acct | G/L Dept | Description           | Debit    | Credit   |
|----------------|----------|----------|-----------------------|----------|----------|
|                | 2100     |          | LAO ACCRUED PAYABLE   |          | 4,289.60 |
|                | 2300     | DOJ      | DOJ CPP               | 79.40    | 441.04   |
|                | 2400     | DOJ      | DOJ EI                | 1.17     | 172.22   |
|                | 2460     |          | WS&IB                 |          | 7.80     |
|                | 7042     | DOJ      | WAGES - VERNON MORRIS | 4,589.52 |          |
|                | 7050     | DOJ      | EXPENSES - EI         | 92.82    |          |
|                | 7060     | DOJ      | EXPENSES - CPP        | 220.52   |          |
|                | 7070     | DOJ      | W.C.B.                | 7.80     |          |
| MORRIS, VERNON |          |          |                       | 4,910.66 | 4,910.66 |
| REPORT TOTALS  |          |          |                       | 4,910.66 | 4,910.66 |

For Advance

Pay 4589.52  
 CPP 220.52  
 EI 79.40  
 Net 4289.60 ⊕

4289.59  
          

PR#13.  
 Done. ✓

1200 DOJVER.

Trsf. electronically June 10/10

010 00387 1284134

Vernon Morris

will be posted in P.R.#13.

pp order June 18/10

- last day June 8/10

- Pay 2 weeks in lieu of notice.  
after June 8/10 Ros. pay.

Pay 2 days June 7 + June 8

14 X 24.7253 = 346.15

346.15

1730.77

- Pay OT (net) hours  
OT 69  
Lieu 14  
55

= 55 X 24.7253 = 1359.89

1359.89

- Vacation 5 days C.F.  
earned April .83  
May .83 days

= 6.66 days X 173.08 (daily rate)

1152.71

4589.52

Start date Sept 21/09

Lieu -  
last 2 days, + 2 wks + 6.66 vac. + OT

14 pp \$ 13 @ 1730.77 = 22500.00 + 346.15 + 1730.77 + 1152.71 + 1359.89 = 27,089.52

27 pp hours 26 @ 70 = 1820 + 14 + 70 = 1904 1834

Hourly rate 24.7253

no per grade  
paid in lieu  
not worked

Vernon will accept.

verbally discussed the main factors of

→ STRT

- looking for place to stay.
- I am starting on 21st SEP.

→ offer of employment.

→ send to

fact to next few mins.

to Tribal Council.

1 FNA.

737 3501

OFFER OF EMP

Vernon call on Monday

Came on loc's.

SEPTEMBER 10, 2009

Vernon stays @

Kucille Morris

home 737-3457

daughter CEEGLMAN'S CELL# 472-2517

VERNON WILL COME IN ON FRI SEPT 10TH ANYTIME BEFORE 2PM @ OUR OFFICE

OFFER OF EMPLOYMENT

DRAFT

Jen's

Notes

Vernon Morris File





# Nishnawbe Aski Nation

ᐱᐅᓂᐱᐅᐅᐅ ᐱᐅᐅᐅ ᐱᐅᐅᐅᐅᐅᐅᐅᐅ ᐅᐅᐅᐅᐅᐅ

Vernon

-confirm w/ Chantelle

— let him know

— Del said

contract will be  
forthcoming on his  
return.

Replacement for RL  
work out SLKT  
w/ B. Higgins.

Keep RL office open.

til DEL return -

**SORT OUT BEFORE WE LOSE**

[www.nan.on.ca](http://www.nan.on.ca)

**VERNON.**

September 11, 2009

PERSONAL & CONFIDENTIAL

HAND DELIVERED

Vernon Morris  
General Delivery  
Sioux Lookout, ON

Dear Mr. Morris:

**RE: OFFER OF EMPLOYMENT**

We are pleased to offer you the position of Restorative Justice Worker at Nishnawbe-Aski Legal Services Corporation.

Upon your acceptance of this offer, you will commence your position on September 21, 2009, at 9:00 a.m. at a salary of \$45,000.00 per year. NALSC also provides a benefits package which will be further explained to you. If you are a "Status Indian", this income is currently tax exempt. Your office space is located at 39 ½ King Street, Sioux Lookout, Ontario and your hours are between 9:00 a.m. and 5:00 p.m. each day.

The Restorative Justice Coordinator will be your direct supervisor, and you are accountable to the Executive Director for overall performance. Pursuant to the policies of NALSC, you will be on probation for a period of 6 months, at which time your performance will be reviewed.

For the first or second week of your employment, you will receive orientation and training. We will also get you set up on payroll and benefits at that time. Please bring your banking information, a void cheque, and your Status Card, if applicable, to the office on your first day.

The overall conditions of your employment are governed by the Policies of NALSC, as they are amended from time to time, as well as any applicable governing legislation.

Please be advised that this offer of employment is conditional based on our receipt of a recent Criminal Records Check (the cost of which will be reimbursed by the Corporation).

We look forward to working with you and welcome you to the NALSC team!

Sincerely,

Larry W. Jourdain  
Executive Director

cc. Derek E. Lyons, Restorative Justice Coordinator  
Human Resources

Schedule A: Job Description

Please confirm your acceptance of these terms of employment by providing your signature below. Thank you.

---

Vernon Morris

---

Date



NISHNAWBE-ASKI LEGAL SERVICES  
**RESTORATIVE JUSTICE WORKER**

**JOB DESCRIPTION**

**DESCRIPTION:**

Under the Restorative Justice Initiative, a pilot project jointly funded by Legal Aid Ontario and the Department of Justice, the Restorative Justice Workers will be responsible for delivering and reporting on the implementation and progress of the initiative in the target communities funded under the project.

**DUTIES & RESPONSIBILITIES:**

- Complete training in facilitation of Community Accountability Conferencing (CAC).
- Visit the communities to determine their level of progress in CAC and hold community meetings to educate and to determine needs and wishes.
- Liaise with court, police, judges, and probation officers to arrange for mechanism to divert charges to CAC.
- Visit each community twice monthly and conduct at least one CAC per visit as resources tolerate.
- Provide resources for Community Justice Circles and back-up those who wish to conduct their own CA Conferences.
- Maintain records of conferences and provide follow-up reports and final reports once agreements are completed.
- Provide database spreadsheet information on a monthly basis.
- Obtain qualitative community evaluation of services provided on a monthly basis.
- Attend Courts as they occur to liaise with Crown, Police, Probation Officers, and Justice Committee to arrange conferences,
- Hold community meetings to educate them in diversion and to determine needs and

wishes on a bi-monthly basis,

- Submit monthly database and quantitative evaluation reports.
- Perform other related duties as required in furtherance of the mandate of the Corporation.

**ACCOUNTABILITY:**

The Restorative Justice Workers are responsible to the Restorative Justice Coordinator for day to day activities and to the Executive Director for overall work performance.

**QUALIFICATIONS:**

The Restorative Justice Worker should have a post secondary diploma in law, advocacy, paralegal, social work, mental health or related area of study. Experience and knowledge of Aboriginal issues and the current legal system is a must.

*Chantelle's draft*

**EMPLOYMENT CONTRA**

This agreement made in triplicate this April 1<sup>st</sup>, 2009.

**BETWEEN:**

**NISHNAWBE ASKI LEGAL SERVICES**  
(hereinafter referred to as "NA

-and-

**VERNON MORRIS**  
(hereinafter referred to as the "Restorative Justice Worker")

**OF THE SECOND PART**

Nishnawbe Aski Legal Services Corporation hereby employs VERNON MORRIS to fill the position of Restorative Justice Worker ("Restorative Justice Worker"). The following shall be the terms and conditions of employment:

**1. TERMS OF REFERENCE**

1.1 The Restorative Justice Worker undertakes to perform and to be responsible for the duties and responsibilities of the position as outlined in Schedule "A" attached to this Agreement.

1.2 The Restorative Justice Worker will report to and be responsible to the Restorative Justice Coordinator on a day to day basis, and to the Executive Director for overall work performance.

**1.3 Hours of Work/Accessibility**

The Restorative Justice Worker will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) and such other times as may be required to carry out the functions of the position, with the prior written approval of her supervisor(s) on the day(s) in question.

1.4 The Restorative Justice Worker agrees to comply with all lawful instructions given by her supervisor or Executive Director or their designates.

1.5 The Restorative Justice Worker agrees to adhere to all personnel and administrative policies approved by the Board of NALSC (the "NALSC Personnel Policies & Procedures Manual") and as administered by the Executive Director.

1.6 The Restorative Justice Worker is deemed to be a term employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.

*Please Review  
As per Derek's request  
Thank you.  
Chantelle*

*replace her to his etc.  
he with she*

- 1.7 The Restorative Justice Worker shall generally carry out the duties and responsibilities of employment at Red Lake, Ontario. Travel to NAN First Nations and communities throughout Ontario will be required as part of the duties of employment at the request of NALSC, with particular emphasis in the communities of Deer Lake, Keewaywin, MacDowell Lake, North Spirit Lake, and Poplar Hill First Nations.

*What are the communities?*

## 2. CONTRACT TERM

- 2.1 This Agreement shall be for a period of less than one year starting on ~~September 21, 2009~~, and ending on March 31<sup>st</sup>, 2010. The Restorative Justice Worker agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Restorative Justice Worker for the length of this term in accordance with the terms and conditions contained in this Agreement.
- 2.2 NALSC further agrees to provide the Restorative Justice Worker with notice of its intention to renew or extend this Agreement in anticipation of the contemplated expiry hereof, on such terms as may be agreed upon. Failure of NALSC to provide notice of its intention to extend or renew the contract beyond March 31<sup>st</sup>, 2010 shall be deemed to be notice of the termination/expiration of this Agreement.
- 2.3 The Restorative Justice Worker's performance shall be reviewed by the Restorative Justice Coordinator. NALSC reserves the right to evaluate the Restorative Justice Worker at any time during the course of this Agreement if it is deemed to be necessary.

*KEEP*

### **3. FINANCIAL ARRANGEMENTS**

#### **3.1 Contract Amount**

The Restorative Justice Worker shall be paid at a fixed salary of \$45,000.00 per year, and such salary shall be paid bi-weekly, with the mandatory deductions made for E.I., C.P.P., and Income Tax, if applicable.

#### **3.2 Benefits**

Nishnawbe Aski Legal Services Corporation shall provide the Restorative Justice Worker with the following benefits:

- 1) 2 (two) weeks vacation (pursuant to Personnel Policies and Procedures Manual)
- 2) Sick leave pursuant to the NALSC Personnel Policies and Procedures Manual.
- 3) Great West Life Group Benefits (pursuant to NALSC Group Plan)
- 4) Great West Life Flexible Accumulated Annuity Plan
- 5) Lieu time based on accumulated overtime as per Sec. 22 of the NALSC Personnel Policies and Procedures Manual (approved at the discretion of the Executive Director).

#### **3.3 Travel Expenses**

The Restorative Justice Worker will be reimbursed for all the travel expenses necessarily incurred in carrying out the duties and responsibilities of employment, provided that advance approval for such expense is provided by her supervisors or Executive Director. Reimbursement will be limited to the following items:

- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
- d) Taxis (receipts required)
- e) Mileage (pursuant to NALSC Mileage Policy and limited to equivalent of one economy round trip fare)

### **4. TERMINATION**

4.1 This Agreement may be terminated by NALSC at any time without notice in writing for just cause.

4.2 In addition to the reasons hereinbefore, NALSC may terminate this Agreement without just cause given with two weeks notice or by the payment to the Restorative Justice Worker of two weeks pay in lieu of notice, inclusive of benefits.

4.3 The Restorative Justice Worker hereby acknowledges the unique circumstances of NALSC as a not-for-profit corporation dependent on public funds to operate. As such the programs/projects under which the Restorative Justice Worker's services are provided are dependent on the provision of continued funding by the Department of Justice or any other agency or Ministry that may contribute to the continuation of the projects at NALSC. In the event that funding for the program is ended, then this Agreement will be terminated.



## **5. CONFIDENTIALITY**

- 5.1 The Restorative Justice Worker shall treat as private and confidential, both during as well as after this Agreement, any information concerning the affairs of NALSC, any information related to clients of NALSC to which she becomes privy during the course of this Agreement, and agrees not to divulge any such information to any other person. In addition to the foregoing, the Restorative Justice Worker shall ensure that any information relating to the identity of clientele will be kept absolutely and strictly confidential and shall not be divulged to any person or organization not entitled to this information whatsoever or howsoever.

Failure to keep all information confidential constitutes a breach of this employment contract entitling NALSC to terminate the agreement without notice.

## **6. CONFLICT OF INTEREST**

- 6.1 The Restorative Justice Worker agrees to refrain from any dealings with any business, partnership or undertaking, which do or which have the potential to conflict with any activity of NALSC.

## **7. ASSIGNMENT OF RIGHTS**

- 7.1 The rights, which accrue, to NALSC under this Agreement shall pass to its successors or assigns.
- 7.2 The rights of the Restorative Justice Worker under this Agreement are not assignable or transferable in any manner whatsoever.

**8. SEVERABILITY**

8.1 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

**9. WAIVER**

9.1 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.

**10. ENTIRE AGREEMENT**

10.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the Restorative Justice Worker and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the employment of the Restorative Justice Worker by NALSC are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any agreement.

**11. MODIFICATION OF AGREEMENT**

11.1 Any modification of this Agreement must be in writing, signed by the parties or it shall have no effect and shall be void.

**12. GOVERNING LAW**

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Canada or the Province of Ontario, as the case may be.

**13. HEADINGS**

13.1 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and Agreements contained in this Agreement.

**14. NOTICES**

- 14.1 a) Any notice required or permitted to be given to the Restorative Justice Worker shall be sufficiently given if delivered to the Restorative Justice Worker personally or if mailed by registered mail to the Restorative Justice Worker's address last known to NALSC.
- b) Any notice required or permitted to be given to NALSC shall be sufficiently given if mailed by registered mail to the NALSC at its address last known to the Restorative Justice Worker.
- c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

**15. INDEPENDENT LEGAL ADVICE**

- 15.1 The Restorative Justice Worker acknowledges that she has read and understands this Agreement, and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2009, in the City of Thunder Bay, in the Province of Ontario.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
VERNON MORRIS

**NISHNAWBE-ASKI LEGAL  
SERVICES CORPORATION**

Per: \_\_\_\_\_  
I have authority to bind the  
corporation.

**Chantelle Johnson**

---

**From:** Derek E. Lyons [delyons@nanlegal.on.ca]**Sent:** August 31, 2009 2:43 PM**To:** Chantelle Johnson**Subject:** Re: Vernon Morris

How ya making out over there huh...?? Yeah, that would be fine. He's definately worth it..!!!

Derek E. Lyons, Dipl. Bus., B. Admin., LL.B.  
Restorative Justice Coordinator  
Nishnawbe-Aski Legal Services Corporation

-----Original Message-----

From: "Chantelle Johnson" <cjohnson@nanlegal.on.ca>

Sent 8/31/2009 2:34:52 PM

To: "Derek E. Lyons" <delyons@nanlegal.on.ca>

Cc: "Betty Achneepineskum" <baachneepineskum@nanlegal.on.ca>

Subject: Vernon Morris

<!--[if mso 9]--> <!--[endif]-->  
Good Afternoon Der,

I just got off the phone with Vernon. He would like you to consider paying him 45,000.00 + Benefits. Can we do this? He said he has to do a little more moving from Muskrat and he will be finished Thursday September 10, 2009 and will call at 2:30pm that day. So what do I tell him? What do you think?

*Chantelle Johnson*

*Restorative Justice Assistant*

*Nishnawbe-Aski Legal Services  
86 s. Cumberland Street  
Thunder Bay, Ontario P7B 2V3*

*Phone: (807) 766-7081*

*Fax: (807) 622-3024*

*E-Mail: [cjohnson@nanlegal.on.ca](mailto:cjohnson@nanlegal.on.ca)*

*This communication is intended for use by the individual(s) to whom it is specifically addressed and should not be read by, or delivered to, any other person. Such communication may contain privileged or confidential information. If you have received this communication in error, please notify the sender and permanently delete the communication. Thank you for your cooperation.*

# Nishnawbe-Aski Legal Services Corporation

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L"rCLrΔᓂ

September 11, 2009

PERSONAL & CONFIDENTIAL

HAND DELIVERED

Vernon Morris  
General Delivery  
Sioux Lookout, ON

Dear Mr. Morris:

**RE: OFFER OF EMPLOYMENT**

We are pleased to offer you the position of Restorative Justice Worker at Nishnawbe-Aski Legal Services Corporation.

Upon your acceptance of this offer, you will commence your position on September 21, 2009, at 9:00 a.m. at a salary of \$45,000.00 per year. NALSC also provides a benefits package which will be further explained to you. If you are a "Status Indian", this income is currently tax exempt. Your office space is located at 39 1/2 King Street, Sioux Lookout, Ontario and your hours are between 9:00 a.m. and 5:00 p.m. each day.

The Restorative Justice Coordinator will be your direct supervisor, and you are accountable to the Executive Director for overall performance. Pursuant to the policies of NALSC, you will be on probation for a period of 6 months, at which time your performance will be reviewed.

For the first or second week of your employment, you will receive orientation and training. We will also get you set up on payroll and benefits at that time. Please bring your banking information, a void cheque, and your Status Card, if applicable, to the office on your first day.

The overall conditions of your employment are governed by the Policies of NALSC, as they are amended from time to time, as well as any applicable governing legislation.

**Mailing Address:**

86 S. Cumberland Street  
Thunder Bay, Ontario  
P7B 2V3

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

E-mail: [info@nanlegal.on.ca](mailto:info@nanlegal.on.ca)  
Website:  
[Http://www.nanlegal.on.ca](http://www.nanlegal.on.ca)



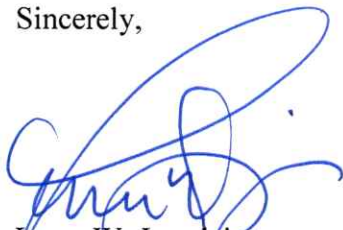
**Head Office:**

684 City Road  
Unit 14  
Thunder Bay, Ontario  
P7J 1K3

Please be advised that this offer of employment is conditional based on our receipt of a recent Criminal Records Check (the cost of which will be reimbursed by the Corporation).

We look forward to working with you and welcome you to the NALSC team!

Sincerely,



Larry W. Jourdain  
Executive Director

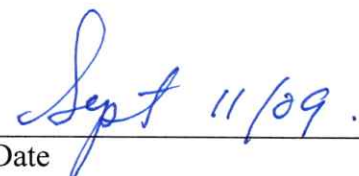
cc. Derek E. Lyons, Restorative Justice Coordinator  
Human Resources

Schedule A: Job Description

Please confirm your acceptance of these terms of employment by providing your signature below. Thank you.



Vernon Morris



Date

**Lee Brown**

**From:** Carolyn White [cwhite@nanlegal.on.ca]  
**Sent:** Thursday, November 12, 2009 1:26 PM  
**To:** Lee Brown  
**Subject:** FW: RRSP amount

For Vernon Morris' file.

**From:** Vernon Morris [mailto:vmorris@nanlegal.on.ca]  
**Sent:** Thursday, November 12, 2009 12:24 PM  
**To:** Carolyn White  
**Subject:** Re: RRSP amount

Carolyn, in response to your question concerning the RRSP amount to be deducted from my payroll, by way of this email I am authorizing a 3% deduction to be made from each pay period. Meegwetch.

-----Original Message-----

**From:** "Carolyn White" <cwhite@nanlegal.on.ca>  
**Sent:** 11/2/2009 2:12:31 PM  
**To:** vmorris@nanlegal.on.ca  
**Cc:** "Lee Brown" <lbrown@nanlegal.on.ca>  
**Subject:** RRSP amount

Hi Vernon,

RE: confirming RRSP deduction from your bi-weekly pay

Wanted to confirm amount that will be deducted for your RRSP.

(NALSC will match up to 6% of the deduction from your gross pay.)

Please let me know how much you would like to contribute to RRSP?

Please confirm via e-mail.

Thank you,  
Carolyn

Set Vernon up.  
First Payroll  
Jan 2010.

Probation complete.  
Dec 21/09.

## EMPLOYMENT CONTRACT

This agreement made in triplicate this September 21, 2009.

**BETWEEN:**

**NISHNAWBE ASKI LEGAL SERVICES CORPORATION**

(hereinafter referred to as "NALSC")

**OF THE FIRST PART**

-and-

**VERNON MORRIS**

(hereinafter referred to as the "Restorative Justice Worker")

**OF THE SECOND PART**

Nishnawbe Aski Legal Services Corporation hereby employs VERNON MORRIS to fill the position of Restorative Justice Worker ("Restorative Justice Worker"). The following shall be the terms and conditions of employment:

### **1. TERMS OF REFERENCE**

- 1.1 The Restorative Justice Worker undertakes to perform and to be responsible for the duties and responsibilities of the position as outlined in Schedule "A" attached to this Agreement.
- 1.2 The Restorative Justice Worker will report to and be responsible to the Restorative Justice Coordinator on a day to day basis, and to the Executive Director for overall work performance.
- 1.3 **Hours of Work/Accessibility**  
The Restorative Justice Worker will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) and such other times as may be required to carry out the functions of the position, with the prior written approval of his supervisor on the day(s) in question.
- 1.4 The Restorative Justice Worker agrees to comply with all lawful instructions given by his supervisor or Executive Director or their designates.
- 1.5 The Restorative Justice Worker agrees to adhere to all personnel and administrative policies approved by the Board of NALSC (the "NALSC Personnel Policies & Procedures Manual") and as administered by the Executive Director.



1.6 The Restorative Justice Worker is deemed to be a term employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.

1.7 The Restorative Justice Worker shall generally carry out the duties and responsibilities of employment at Sioux Lookout, Ontario. Travel to NAN First Nations and communities throughout Ontario will be required as part of the duties of employment at the request of NALSC, with particular emphasis in the communities of Deer Lake, Keewaywin, MacDowell Lake, North Spirit Lake, and Poplar Hill First Nations.

## 2. CONTRACT TERM

2.1 This Agreement shall be for a period of less than one year starting on September 21, 2009, and ending on March 31<sup>st</sup>, 2010. The Restorative Justice Worker agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Restorative Justice Worker for the length of this term in accordance with the terms and conditions contained in this Agreement.

2.2 NALSC further agrees to provide the Restorative Justice Worker with notice of its intention to renew or extend this Agreement in anticipation of the contemplated expiry hereof, on such terms as may be agreed upon. Failure of NALSC to provide notice of its intention to extend or renew the contract beyond March 31<sup>st</sup>, 2010 shall be deemed to be notice of the termination/expiration of this Agreement.

2.3 The Restorative Justice Worker's performance shall be reviewed by the Restorative Justice Coordinator. NALSC reserves the right to evaluate the Restorative Justice Worker at any time during the course of this Agreement if it is deemed to be necessary.

## 3. FINANCIAL ARRANGEMENTS

### 3.1 Contract Amount

The Restorative Justice Worker shall be paid at a fixed salary of \$45,000.00 per year, and such salary shall be paid bi-weekly, with the mandatory deductions made for E.I., C.P.P., and Income Tax, if applicable.

### 3.2 Benefits

Nishnawbe Aski Legal Services Corporation shall provide the Restorative Justice Worker with the following benefits:

- 1) 2 (two) weeks vacation (pursuant to Personnel Policies and Procedures Manual)
- 2) Sick leave pursuant to the NALSC Personnel Policies and Procedures Manual.
- 3) Great West Life Group Benefits (pursuant to NALSC Group Plan)
- 4) Great West Life Flexible Accumulated Annuity Plan
- 5) Lieu time based on accumulated overtime as per Sec. 22 of the NALSC Personnel Policies and Procedures Manual (approved at the discretion of the Executive Director).

### 3.3 Travel Expenses

The Restorative Justice Worker will be reimbursed for all the travel expenses necessarily incurred in carrying out the duties and responsibilities of employment, provided that advance approval for such expense is provided by his supervisor or Executive Director. Reimbursement will be limited to the following items:

- a) Hotel (room and tax only)
- b) Meals
- c) Economy Airfare
- d) Taxis (receipts required)
- e) Mileage (pursuant to NALSC Mileage Policy and limited to equivalent of one economy round trip fare)

## 4. TERMINATION

- 4.1 This Agreement may be terminated by NALSC at any time without notice in writing for just cause.
- 4.2 In addition to the reasons hereinbefore, NALSC may terminate this Agreement without just cause given with two weeks notice or by the payment to the Restorative Justice Worker of two weeks pay in lieu of notice, inclusive of benefits.
- 4.3 The Restorative Justice Worker hereby acknowledges the unique circumstances of NALSC as a not-for-profit corporation dependent on public funds to operate. As such the programs/projects under which the Restorative Justice Worker's services are provided are dependent on the provision of continued funding by the Department of Justice or any other agency or Ministry that may contribute to the continuation of the projects at NALSC. In the event that funding for the program is ended, then this Agreement will be terminated.

## 5. CONFIDENTIALITY

- 5.1 The Restorative Justice Worker shall treat as private and confidential, both during as well as after this Agreement, any information concerning the affairs of NALSC, any information related to clients of NALSC to which he becomes privy during the course of this Agreement, and agrees not to divulge any such information to any other person. In addition to the foregoing, the Restorative Justice Worker shall ensure that any information relating to the identity of clientele will be kept absolutely and strictly confidential and shall not be divulged to any person or organization not entitled to this information whatsoever or howsoever.

Failure to keep all information confidential constitutes a breach of this employment contract entitling NALSC to terminate the agreement without notice.

**6. CONFLICT OF INTEREST**

6.1 The Restorative Justice Worker agrees to refrain from any dealings with any business, partnership or undertakings, which do or which have the potential to conflict with any activity of NALSC.

**7. ASSIGNMENT OF RIGHTS**

7.1 The rights, which accrue, to NALSC under this Agreement shall pass to its successors or assigns.

7.2 The rights of the Restorative Justice Worker under this Agreement are not assignable or transferable in any manner whatsoever.

**8. SEVERABILITY**

8.1 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

**9. WAIVER**

9.1 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.

**10. ENTIRE AGREEMENT**

10.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the Restorative Justice Worker and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the employment of the Restorative Justice Worker by NALSC are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any agreement.

**11. MODIFICATION OF AGREEMENT**

11.1 Any modification of this Agreement must be in writing, signed by the parties or it shall have no effect and shall be void.

**12. GOVERNING LAW**

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Canada or the Province of Ontario, as the case may be.

**13. HEADINGS**

13.1 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and Agreements contained in this Agreement.

**14. NOTICES**

14.1 a) Any notice required or permitted to be given to the Restorative Justice Worker shall be sufficiently given if delivered to the Restorative Justice Worker personally or if mailed by registered mail to the Restorative Justice Worker's address last known to NALSC.

b) Any notice required or permitted to be given to NALSC shall be sufficiently given if mailed by registered mail to the NALSC at its address last known to the Restorative Justice Worker.

c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.


**15. INDEPENDENT LEGAL ADVICE**

15.1 The Restorative Justice Worker acknowledges that he has read and understands this Agreement, and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

IN WITNESS WHEREOF the Parties have duly executed this Agreement this 21<sup>st</sup> day of September, 2009, in the City of Thunder Bay, in the Province of Ontario.


**SIGNED, SEALED AND DELIVERED**

In the presence of:

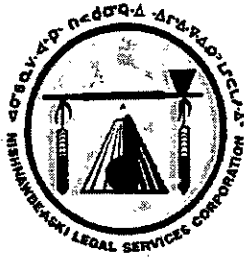
  
WITNESS

  
VERNON MORRIS

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Per   
I have authority to bind the Corporation.

“Schedule A”



NISHNAWBE-ASKI LEGAL SERVICES  
**RESTORATIVE JUSTICE WORKER**

**JOB DESCRIPTION**

**DESCRIPTION:**

Under the Restorative Justice Initiative, a pilot project jointly funded by Legal Aid Ontario and the Department of Justice, the Restorative Justice Workers will be responsible for delivering and reporting on the implementation and progress of the initiative in the target communities funded under the project.

**DUTIES & RESPONSIBILITIES:**

- Complete training in facilitation of Community Accountability Conferencing (CAC).
- Visit the communities to determine their level of progress in CAC and hold community meetings to educate and to determine needs and wishes.
- Liaise with court, police, judges, and probation officers to arrange for mechanism to divert charges to CAC.
- Visit each community twice monthly and conduct at least one CAC per visit as resources tolerate.
- Provide resources for Community Justice Circles and back-up those who wish to conduct their own CA Conferences.
- Maintain records of conferences and provide follow-up reports and final reports once agreements are completed.
- Provide database spreadsheet information on a monthly basis.
- Obtain qualitative community evaluation of services provided on a monthly basis.
- Attend Courts as they occur to liaise with Crown, Police, Probation Officers, and Justice Committee to arrange conferences,
- Hold community meetings to educate them in diversion and to determine needs and

**“Schedule A”**

wishes on a bi-monthly basis,

- Submit monthly database and quantitative evaluation reports.
- Perform other related duties as required in furtherance of the mandate of the Corporation.

**ACCOUNTABILITY:**

The Restorative Justice Workers are responsible to the Restorative Justice Coordinator for day to day activities and to the Executive Director for overall work performance.

**QUALIFICATIONS:**

The Restorative Justice Worker should have a post secondary diploma in law, advocacy, paralegal, social work, mental health or related area of study. Experience and knowledge of Aboriginal issues and the current legal system is a must.



### Customer Account Information for Direct Deposit or Pre-Authorized Payment

#### Customer Information

Name  
VERNON M MORRIS

Address  
PO BOX 115

City  
MUSKRAT DAM

Province  
ON

Postal Code  
P0V3B0

#### Banking Information

Branch Address  
50 FRONT ST BOX 189

City  
SIOUX LOOKOUT

Province  
ON

Postal Code  
P8T1A3

Transit Number  
00387

Institution Number  
010

Account Number  
1284134

*Vernon Morris*

Customer Signature

*September 22 2009*

Date

#### Customer Instructions

1. This form provides account information in place of a voided cheque and is used when arranging pre-authorized payments or direct deposits.
2. Upon completion, submit the form to the company initiating the pre-authorized payment or direct deposit along with their application.

**EMPLOYMENT CONTRACT**

This agreement made in triplicate this September 21, 2009.

**BETWEEN:**

**NISHNAWBE ASKI LEGAL SERVICES CORPORATION**  
(hereinafter referred to as "NALSC")

**OF THE FIRST PART**

-and-

**VERNON MORRIS**  
(hereinafter referred to as the "Restorative Justice Worker")

**OF THE SECOND PART**

Nishnawbe Aski Legal Services Corporation hereby employs VERNON MORRIS to fill the position of Restorative Justice Worker ("Restorative Justice Worker"). The following shall be the terms and conditions of employment:

**1. TERMS OF REFERENCE**

- 1.1 The Restorative Justice Worker undertakes to perform and to be responsible for the duties and responsibilities of the position as outlined in Schedule "A" attached to this Agreement.
- 1.2 The Restorative Justice Worker will report to and be responsible to the Restorative Justice Coordinator on a day to day basis, and to the Executive Director for overall work performance.
- 1.3 **Hours of Work/Accessibility**  
The Restorative Justice Worker will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) and such other times as may be required to carry out the functions of the position, with the prior written approval of his supervisor on the day(s) in question.
- 1.4 The Restorative Justice Worker agrees to comply with all lawful instructions given by his supervisor or Executive Director or their designates.
- 1.5 The Restorative Justice Worker agrees to adhere to all personnel and administrative policies approved by the Board of NALSC (the "NALSC Personnel Policies & Procedures Manual") and as administered by the Executive Director.



1.6 The Restorative Justice Worker is deemed to be a term employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.

1.7 The Restorative Justice Worker shall generally carry out the duties and responsibilities of employment at Sioux Lookout, Ontario. Travel to NAN First Nations and communities throughout Ontario will be required as part of the duties of employment at the request of NALSC, with particular emphasis in the communities of Deer Lake, Keewaywin, MacDowell Lake, North Spirit Lake, and Poplar Hill First Nations.

## 2. CONTRACT TERM

2.1 This Agreement shall be for a period of less than one year starting on September 21, 2009, and ending on March 31<sup>st</sup>, 2010. The Restorative Justice Worker agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Restorative Justice Worker for the length of this term in accordance with the terms and conditions contained in this Agreement.

2.2 NALSC further agrees to provide the Restorative Justice Worker with notice of its intention to renew or extend this Agreement in anticipation of the contemplated expiry hereof, on such terms as may be agreed upon. Failure of NALSC to provide notice of its intention to extend or renew the contract beyond March 31<sup>st</sup>, 2010 shall be deemed to be notice of the termination/expiration of this Agreement.

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### 3.1 Contract Amount

The Restorative Justice Worker shall be paid at a fixed salary of \$45,000.00 per year, and such salary shall be paid bi-weekly, with the mandatory deductions made for E.I., C.P.P., and Income Tax, if applicable.

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- 1) 2 (two) weeks vacation (pursuant to Personnel Policies and Procedures Manual)
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5.1 The Restorative Justice Worker shall treat as private and confidential, both during as well as after this Agreement, any information concerning the affairs of NALSC, any information related to clients of NALSC to which he becomes privy during the course of this Agreement, and agrees not to divulge any such information to any other person. In addition to the foregoing, the Restorative Justice Worker shall ensure that any information relating to the identity of clientele will be kept absolutely and strictly confidential and shall not be divulged to any person or organization not entitled to this information whatsoever or howsoever.

Failure to keep all information confidential constitutes a breach of this employment contract entitling NALSC to terminate the agreement without notice.

**6. CONFLICT OF INTEREST**

6.1 The Restorative Justice Worker agrees to refrain from any dealings with any business, partnership or undertakings, which do or which have the potential to conflict with any activity of NALSC.

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7.2 The rights of the Restorative Justice Worker under this Agreement are not assignable or transferable in any manner whatsoever.

**8. SEVERABILITY**

8.1 In the event that any provision in this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall be and remain in full force and effect.

**9. WAIVER**

9.1 The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of it.

**10. ENTIRE AGREEMENT**

10.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the Restorative Justice Worker and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the employment of the Restorative Justice Worker by NALSC are terminated and cancelled and each of the parties releases and forever discharges the other of and from all manner of action, causes of action, claims or demands under or in respect of any agreement.

**11. MODIFICATION OF AGREEMENT**

11.1 Any modification of this Agreement must be in writing, signed by the parties or it shall have no effect and shall be void.

**12. GOVERNING LAW**

12.1 This Agreement shall be governed by and construed in accordance with the laws of the Canada or the Province of Ontario, as the case may be.

**13. HEADINGS**

13.1 The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the covenants and Agreements contained in this Agreement.

**14. NOTICES**

14.1 a) Any notice required or permitted to be given to the Restorative Justice Worker shall be sufficiently given if delivered to the Restorative Justice Worker personally or if mailed by registered mail to the Restorative Justice Worker's address last known to NALSC.

b) Any notice required or permitted to be given to NALSC shall be sufficiently given if mailed by registered mail to the NALSC at its address last known to the Restorative Justice Worker.

c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

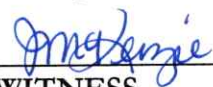
**15. INDEPENDENT LEGAL ADVICE**

15.1 The Restorative Justice Worker acknowledges that he has read and understands this Agreement, and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.

IN WITNESS WHEREOF the Parties have duly executed this Agreement this 21<sup>st</sup> day of September, 2009, in the City of Thunder Bay, in the Province of Ontario.


**SIGNED, SEALED AND DELIVERED**

In the presence of:

  
WITNESS

  
VERNON MORRIS

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Per:   
I have authority to bind the Corporation.

“Schedule A”



NISHNAWBE-ASKI LEGAL SERVICES  
**RESTORATIVE JUSTICE WORKER**

**JOB DESCRIPTION**

**DESCRIPTION:**

Under the Restorative Justice Initiative, a pilot project jointly funded by Legal Aid Ontario and the Department of Justice, the Restorative Justice Workers will be responsible for delivering and reporting on the implementation and progress of the initiative in the target communities funded under the project.

**DUTIES & RESPONSIBILITIES:**

- Complete training in facilitation of Community Accountability Conferencing (CAC).
- Visit the communities to determine their level of progress in CAC and hold community meetings to educate and to determine needs and wishes.
- Liaise with court, police, judges, and probation officers to arrange for mechanism to divert charges to CAC.
- Visit each community twice monthly and conduct at least one CAC per visit as resources tolerate.
- Provide resources for Community Justice Circles and back-up those who wish to conduct their own CA Conferences.
- Maintain records of conferences and provide follow-up reports and final reports once agreements are completed.
- Provide database spreadsheet information on a monthly basis.
- Obtain qualitative community evaluation of services provided on a monthly basis.
- Attend Courts as they occur to liaise with Crown, Police, Probation Officers, and Justice Committee to arrange conferences,
- Hold community meetings to educate them in diversion and to determine needs and

**“Schedule A”**

wishes on a bi-monthly basis,

- Submit monthly database and quantitative evaluation reports.
- Perform other related duties as required in furtherance of the mandate of the Corporation.

**ACCOUNTABILITY:**

The Restorative Justice Workers are responsible to the Restorative Justice Coordinator for day to day activities and to the Executive Director for overall work performance.

**QUALIFICATIONS:**

The Restorative Justice Worker should have a post secondary diploma in law, advocacy, paralegal, social work, mental health or related area of study. Experience and knowledge of Aboriginal issues and the current legal system is a must.

# Nishnawbe-Aski Legal Services Corporation

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September 11, 2009

PERSONAL & CONFIDENTIAL

HAND DELIVERED

Vernon Morris  
General Delivery  
Sioux Lookout, ON

Dear Mr. Morris:

**RE: OFFER OF EMPLOYMENT**

We are pleased to offer you the position of Restorative Justice Worker at Nishnawbe-Aski Legal Services Corporation.

Upon your acceptance of this offer, you will commence your position on September 21, 2009, at 9:00 a.m. at a salary of \$45,000.00 per year. NALSC also provides a benefits package which will be further explained to you. If you are a "Status Indian", this income is currently tax exempt. Your office space is located at 39 1/2 King Street, Sioux Lookout, Ontario and your hours are between 9:00 a.m. and 5:00 p.m. each day.

The Restorative Justice Coordinator will be your direct supervisor, and you are accountable to the Executive Director for overall performance. Pursuant to the policies of NALSC, you will be on probation for a period of 6 months, at which time your performance will be reviewed.

For the first or second week of your employment, you will receive orientation and training. We will also get you set up on payroll and benefits at that time. Please bring your banking information, a void cheque, and your Status Card, if applicable, to the office on your first day.

The overall conditions of your employment are governed by the Policies of NALSC, as they are amended from time to time, as well as any applicable governing legislation.

**Mailing Address:**

86 S. Cumberland Street  
Thunder Bay, Ontario  
P7B 2V3

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

E-mail: [info@nanlegal.on.ca](mailto:info@nanlegal.on.ca)  
Website:  
[Http://www.nanlegal.on.ca](http://www.nanlegal.on.ca)



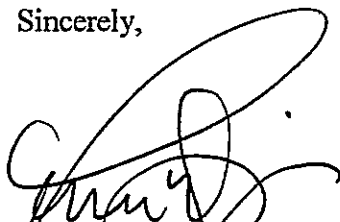
**Head Office:**

684 City Road  
Unit 14  
Thunder Bay, Ontario  
P7J 1K3

Please be advised that this offer of employment is conditional based on our receipt of a recent Criminal Records Check (the cost of which will be reimbursed by the Corporation).

We look forward to working with you and welcome you to the NALSC team!

Sincerely,

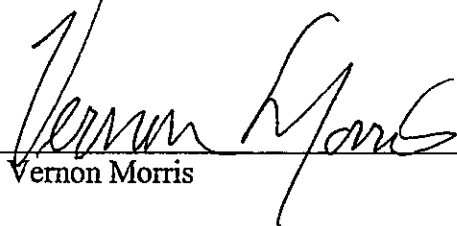


Larry W. Jourdain  
Executive Director

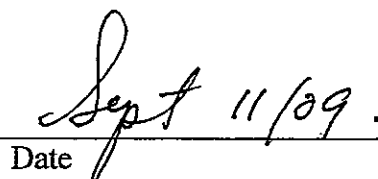
cc. Derek E. Lyons, Restorative Justice Coordinator  
Human Resources

Schedule A: Job Description

Please confirm your acceptance of these terms of employment by providing your signature below. Thank you.



Vernon Morris



Date



**Nishnawbe-Aski Legal Services**  
Corporation

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E-mail: [info@nanlegal.on.ca](mailto:info@nanlegal.on.ca)  
Website:  
[Http://www.nanlegal.on.ca](http://www.nanlegal.on.ca)



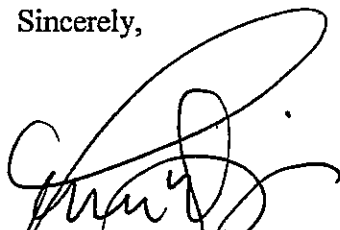
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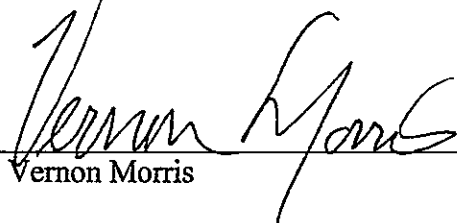


Larry W. Jourdain  
Executive Director

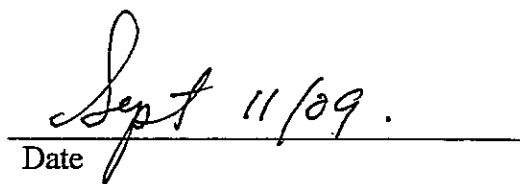
cc. Derek E. Lyons, Restorative Justice Coordinator  
Human Resources

Schedule A: Job Description

Please confirm your acceptance of these terms of employment by providing your signature below. Thank you.



Vernon Morris



Date

Need ph# :  
 497 Moose Horn Rd Simonsville  
 getting Box # in Simonsville  
 "temp"

Date of Birth: Mar 15 1959

SIN 463-127-746

\$451,000/year

Specialist  
 1st day  
 1/21/09

**CERTIFICATE OF INDIAN STATUS - CERTIFICAT DE STATUT D'INDIEN**

This is to certify that - Le présent atteste que

Family name - Nom de famille: **MORRIS**

Given names - Prénoms: **VERNON MCALISTAIR**

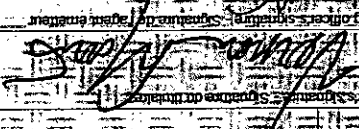

Alias - Nom d'emprunt: \_\_\_\_\_

Registry no. - N° de registre: **2130007401**

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)

#1546530

Bank info on the way  
 CIBC

|  |   |
|--|---|
| Date of birth, Date of passport, Registry group, Group of employees<br>1959.07.15 MUSKRAVE DAM LAKE  |   |
| Sex: Same  | This card is valid until<br>M APR 11 2011 |
| Holder's Signature, Signature of the holder<br>              |   |
| Issuing office's signature, Signature of agent, employee<br> |   |
| Date of issue, Date of expiry, Country of issue, (Optional) Country of validity<br>2006.06.15  |   |

**CERTIFICATE OF INDIAN STATUS - CERTIFICAT DES STATUTS INDIEN**

This is to certify that the person mentioned  
 Family name - Nom de famille: **MORRIS**  
 Government - Province: **VERNON MICAL STAER**  
 Also - Nom d'usage: **VERNON MICAL STAER**  
 Registry no. - N<sup>o</sup> d'inscription: **213000/401**

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)



# NEW HIRE CHECKLIST

|  |                             |   |
|--|-----------------------------|---|
| EMPLOYEE<br>VERNON MORRIS.   |                             | DATE HIRED<br>September 21, 2009        |
| JOB TITLE<br>Restorative Justice Worker.   | CURRENT SALARY<br>45,000.00 | PROBATIONARY END DATE<br>MARCH 21, 2010 |
| TYPE<br>PERMANENT FT <input checked="" type="checkbox"/> PERMANENT PT <input type="checkbox"/> FIXED TERM <input type="checkbox"/> CASUAL <input type="checkbox"/> |                             |   |

## PERSONAL INFORMATION

|  |                     |
|--|---------------------|
| BIRTHDATE<br>APRIL 15, 1959  | HOMEPHONE           |
| OTHER CONTACT # (CELL, ETC.)   | EMERGENCY CONTACT   |
| HOME ADDRESS<br>141 King Street APT. B.<br>Sioux Lookout, ON<br>P8T 1B3  | SIN#<br>463 127 746 |
| <input checked="" type="checkbox"/> Copy (front and back) of Status Card (if applicable)   |                     |
| <input checked="" type="checkbox"/> Banking information (void cheque or notification from bank)                                    |                     |
| <input checked="" type="checkbox"/> Letter of Offer  |                     |
| <input checked="" type="checkbox"/> Signed Contract  |                     |
| <input type="checkbox"/> Criminal Records Check  |                     |
| <input type="checkbox"/> Proof of 2M Liability Car Insurance   |                     |
| <input type="checkbox"/> Application – resume, cover letter, notes from interview, reference checks, and job description           |                     |
| <input type="checkbox"/> Signed document stating they have read and understood the NALSC policies and procedures manual (attached) |                     |
| <input checked="" type="checkbox"/> Application for Group Insurance Coverage   |                     |

### COMMENTS:

RJ Coord West start date March 5, 2012  
 Probationary Eval conducted June 20, 2012  
 Yearly Eval due ~~January~~ March 5, 2013