

Friday, August 16, 2019

Alana Odawa  
2-224 Ontario Street  
Thunder Bay, ON P7B 3G8

Dear Alana:

**Re: Employment Agreement – Restorative Justice By-Law Worker**

On behalf of Nishnawbe-Aski Legal Services Corporation ("NALSC"), I am pleased to offer you employment as a Restorative Justice By-Law Worker in accordance with the terms and conditions described in the attached employment agreement ("the Agreement").

Please carefully read and consider the terms and conditions in the Agreement and confirm your understanding of, and agreement with, them by signing and returning the countersigned copy to me. Please retain the second copy of the Agreement your records. When countersigned by you, the Agreement shall constitute a binding employment agreement between you and NALSC.

Alana, we warmly welcome you to NALSC. We look forward to working with you and look forward to a mutually successful future together!

Yours truly,



Colette Shwetz  
Interim Executive Director

**Mailing Address:**

1805 Arthur St E  
Thunder Bay, Ontario  
P7E 2R6

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

Email:  
info@nanlegal.on.ca

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



**Head Office:**

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

# EMPLOYMENT AGREEMENT

BETWEEN:

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION  
hereinafter called "NALSC"

- and -

Alana Odawa

## 1. Employment

You will hold the position of **Restorative Justice By-Law Worker**, operating out of NALSC's office in Thunder Bay and will report to the Program Manager. A brief job description for this position, which may be amended by the Company from time to time, is enclosed hereto as Appendix "A". Your title, duties and responsibilities may be changed at the discretion of the Company, consistent with your role, and shall not constitute a constructive dismissal.

For the period that you are employed, the expectation is that you shall devote the whole of your working time, attention and ability to the business of NALSC and you shall truly and faithfully serve NALSC and shall use your best efforts to promote the interests of NALSC. To that end, you shall not engage in any activities which would result in your interests coming into conflict with the interests of NALSC.

## 2. Term

You will commence employment on a date that is mutually convenient but no later than **September 9, 2019** and this Agreement will continue for an indefinite duration, subject to the termination provisions contained herein.

## 3. Probationary Period

Your employment shall be subject to a three (3) month probationary period, during which time NALSC will determine your suitability. NALSC reserves the right to terminate this Agreement at any time during the probationary period for any reason so long as you are provided with minimum notice of such termination, or pay in lieu of notice, if any, in accordance with the Ontario *Employment Standards Act, 2000* (the "ESA"). This probationary period in no way acts as a guarantee of employment for this three-month period.

## 4. Compensation and Benefits

You will receive the following compensation and benefits:

(a) **Salary.** You will be paid at a rate of **\$25.83/hr** until the successful completion of your 3-month probationary period at which time your pay will increase to **\$26.65/hr**. Our payroll is administered bi-weekly.

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

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

You agree and acknowledge that all benefit coverage and enrolment in NALSC's pension plan shall cease upon the last day of employment in the event of your resignation or your termination for just cause, or, if you are terminated without cause, shall cease at the end of the notice period outlined in section eight (8) below or as prescribed by section 57 of the ESA.

## **5. Vacation**

You shall be entitled to 3 weeks' paid vacation per year, which will be prorated for the year in which you commence your employment. Please note that vacation entitlement is per your annual hire date and is earned throughout the calendar year. Although every effort will be made to provide you with vacation time requested, you acknowledge that there may be times when certain vacation time is denied due to the specific needs of NALSC's business. Vacation requests must be made in writing to the program Manager at least one (1) month prior to the requested vacation period. Should the foregoing amount be less than the minimum entitlement to vacation required in the ESA, then the minimum amount required by that statute shall apply.

Vacation time must be pre-approved and will be scheduled at mutually convenient times recognizing that, in a small office such as ours, we must always be conscious of having coverage.

## **6. Hours of Work**

This is a full-time position and your regular hours of work are from 9 AM TO 5PM, Monday through Friday, with a one (1) hour lunch break, for a total of thirty-five (35) hours per week, but may be changed based on NALSC's needs.

If you are required or work, or request to work, more hours than provided for in this Agreement you must first obtain the written direction or written approval of your direct supervisor within 24 hours of working such hours. As agreed upon during your interview, you are required to provide a copy of your criminal records check. This will be required as soon as possible and before the end of your probationary period. Should you fail to provide this document, your probationary period may be extended or your employment may be suspended or terminated.

## 7. Personnel Policies, Procedures and Rules

You will be bound by any personnel policies, procedures and rules established by NALSC. By signing this Agreement, the Employee confirms that you have been provided with, has read and agrees to abide by all policies, procedures and rules established by NALSC.

## 8. Termination

While it is difficult to discuss the conclusion of a relationship at the outset, we believe it is helpful to address these issues so that both parties have clarity moving forward.

(a) **Just Cause.** If you engage in any act or omission which constitutes just cause at law, this Agreement will terminate immediately and you shall receive no payments other than accrued wages and vacation entitlements to the date of termination.

(b) **Without Cause.** In the absence of just cause, NALSC may terminate this Agreement for any reason and at any other time upon providing you with your entitlements pursuant to the ESA. This notice or pay in lieu of notice shall be calculated on the basis of your base salary only and shall be in full satisfaction of any obligations owing to you by NALSC, statutory, common law or otherwise.

(c) **By the Employee.** If you elect to terminate this Agreement, you shall provide NALSC with four weeks' written notice. This notice may be waived by NALSC at its sole discretion, without any further payment or obligation to you.

## 10. Confidentiality

During the term of this Agreement, you will have access to information that NALSC considers to be confidential. Such confidential information includes, but is not limited to, any information concerning clients, billing rates, employees, methods of procurement, financial, purchasing, marketing, logistical and or sales strategies and techniques of NALSC and other secret information and that such information constitutes valuable, special and unique property of NALSC.

Accordingly, you agree that you will not, at any time, (either during employment or at any time thereafter) directly or indirectly, disclose to or for the benefit of any person, firm, corporation, association, business entity or agency, governmental or private, of any nature whatsoever and whosoever situate, any confidential information of NALSC, except in connection with the performance of your duties on behalf of NALSC or as publicly available other than as a consequence of the breach by you of your confidentiality obligations hereunder.

## 11. Return of Company Property and Documents

At the conclusion of employment, or earlier if requested by NALSC, you shall promptly surrender to NALSC, without retaining copies, all tangible items which are or contain confidential information pertaining to NALSC. You shall also return all electronic devices, files, memory keys, correspondence, memoranda, documents, training materials, manuals, computer software, hardware and printouts,

working papers, client lists, telephone/address books, business cards, appointment books, calendars and other tangible items which NALSC gave to you, or which you created in whole or in part within the scope of your employment, even if these items do not contain confidential information.

### **13. Authorization**

By signing this letter, you authorize NALSC to deduct from any outstanding payment, including wages, owed to you by NALSC at any time, any monies which you owe to NALSC.

### **14. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any and all prior and contemporaneous agreements, discussions and understandings. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement. No waiver, modification or termination of any term of this Agreement shall be effective unless in writing and signed by all parties.

### **15. Severability**

The provisions, paragraphs and sub-paragraphs of this Agreement are and shall be deemed to be severable the one from the other. If any one or more of the provisions, paragraphs or sub-paragraphs contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, paragraphs and subparagraphs contained herein shall not in any way be affected or impaired.

### **16. Headings**

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning interpretation of this Agreement.

### **17. Governing Law**

This Agreement shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein.

### **18. Assignment**

Except as otherwise provided herein, no assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of all other parties hereto. Notwithstanding the foregoing, NALSC may, upon two (2) days written notice to you, assign its rights, together with its obligations hereunder, to any associate or affiliate of NALSC.

**19. Interpretation**

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted.

**20. Independent Legal Advice**

You acknowledge that you have had ample opportunity to obtain independent legal advice in connection with the negotiation and ultimate execution of this Agreement. If you did not obtain independent legal advice, it is because you understood this Agreement, and did not feel that you needed legal advice. You therefore confirm that you are executing this Agreement freely, voluntarily and without duress.

**21. Copy of the Agreement**

You hereby acknowledge receipt of a copy of this Agreement duly signed by NALSC.

Alana, I extend a very warm welcome to you. I hope you find your employment with the organization challenging and rewarding and look forward to a mutually successful future together.

Yours truly,

Colette Shwetz

Interim Executive Director

I hereby accept the position I have been offered and agree to abide to all the terms and conditions outlined in the letter of employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



Alana Odawa,

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Yours truly,

Colette Shwetz

Interim Executive Director

I hereby accept the position I have been offered and agree to abide to all the terms and conditions outlined in the letter of employment.

Alana Odawa

Employee Signature

August 21, 2019

Date





NISHNAWBE-ASKI LEGAL SERVICES CORPORATION  
RESTORATIVE JUSTICE BY LAW WORKER  
JOB DESCRIPTION

Description:

Under the Restorative Justice Initiative, a pilot project funded by the Mistry of the Attorney general, the Restorative Justice By-Law worker will be responsible for delivering and reporting on the implementation and the progress of the initiative in the target communities funded under the project.

In order to meet the obligations, set forth from the pilot project, Restorative Justice By-Law Workers will focus on the area of enforcement of by-law infractions through the use of restorative justice circles within the targeted communities as funding will allow. They will also be responsible for speaking with Chief and Council and NAPs/OPP detachments about the benefits of using restorative justice as a mechanism for enforcement. There may also be instances where other duties may be required at the discretion of the Restorative Justice Coordinator.

Duties and Responsibilities:

- Complete training in facilitation of Restorative Justice Circles (RJC).
- Visit the communities to determine their level of willingness to participate in Restorative Justice Circles done in relation to By Law infractions and enforcement.
- Create and build on working relationships with Chief and Council, Peace Keepers, and NAPs Officers.
- Visit the communities to determine their level of progress in RJC relating to By Law and hold community meetings to educate community members, chief and council, and peacekeepers/NAPS officers about this method of enforcing By Laws.



- Liaise with police and probation officers to arrange for mechanism to divert By-Law infraction charges to RJC.
- Educate Chief and Council on the use of RJC as a method of enforcement for their band bylaws.
- Educate peacekeepers/ NAPs officers on the benefits of using RJC as a way to enforce their current community band By Laws.
- Visit communities monthly and conduct at least one By Law RJC per visit.
- Maintain records for database entry on a monthly basis.
- Check in with Offenders to ensure obligations are being completed as was agreed upon during the circle process
- Obtain Qualitative community evaluation of services provided on a monthly basis.
- Obtain information from Chief and Council and Peacekeepers/NAPs officers on their thoughts for By-Law Restorative Justice Circles effectiveness.
- Ensure all administrative work is completed and follows financial and administrative policies set forth by Nishnawbe Aski Legal Services Corporation.

### Accountability:

The Restorative Justice By-Law workers are responsible to the Restorative Justice Coordinator for day to day activities and to the Executive Director for overall work performance.

### Qualifications:

### Salary Range:

Salary will be based on experience.