

## EMPLOYMENT CONTRACT

This agreement made in triplicate this 25th day of May 2010.

**BETWEEN:**

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

**OF THE FIRST PART**

-and-

JOCELYN RAE

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

**OF THE SECOND PART**

Nishnawbe-Aski Legal Services Corporation hereby employs JOCELYN RAE to fill the position of "temporary" Restorative Justice Assistant (Maternity Leave). The following shall be the terms and conditions of employment:

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

- 1.1 The Restorative Justice Assistant 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 Assistant will report to and be responsible to the Restorative Justice Co-ordinator and in his absence the Talking Together Manager.
- 1.3 Day to day duties will be assigned and supervised by the A/Restorative Justice Coordinator.
- 1.4 **Hours of Work/Accessibility**  
The Restorative Justice Assistant will work 35 hours 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 Restorative Justice Assistant agrees to comply with all lawful instructions given by the Restorative Justice Co-ordinator, the A/Restorative Justice Co-ordinator/ Talking Together Manager and/or the Executive Director.
- 1.6 The Restorative Justice Assistant 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 Restorative Justice Assistant is deemed to be a contract employee for the purposes and application of the NALSC policies, and except as otherwise agreed to in this agreement.

1.8 The Restorative Justice Assistant shall generally carry out the duties and responsibilities of employment at Thunder Bay, Ontario. Travel to NAN First Nations and communities throughout Ontario 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 forty four weeks starting on May 25th, 2010, and ending on March 31, 2011. The Restorative Justice Assistant agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Restorative Justice Assistant for the length of this term in accordance with the terms and conditions contained in this Agreement.

## 3. FINANCIAL ARRANGEMENTS

### 3.1 Contract Amount

The Restorative Justice Assistant shall be paid at a fixed salary of \$31,500.00 annually and such salary shall be paid bi-weekly, with deductions for E.I., C.P.P., and Income Tax, if applicable.

### 3.2 Travel Expenses

The Restorative Justice Assistant 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 Special Projects Manager. 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 Restorative Justice Assistant of two weeks' pay, inclusive of benefits.

5. **CONFIDENTIALITY**

- 5.1 The Restorative Justice Assistant 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 court of this Agreement, and agrees not to divulge any such information to any other person. In addition to the foregoing, the Restorative Justice Assistant 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 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 Assistant agrees to refrain from any dealings with any business, partnership or undertaking, which does 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 Restorative Justice Assistant 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 Assistant 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 Assistant 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 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 Assistant shall be sufficiently given if delivered to the Restorative Justice Assistant personally or if mailed by registered mail to the Restorative Justice Assistant'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 Assistant.
  - 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 Assistant acknowledges that she has read and understands this Agreement, and acknowledges that she has had the opportunity to obtain independent legal advice with respect to it.

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement this 25th day of May 2010, in the City of Thunder Bay, in the Province of Ontario.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
JOCELYN RAE

**NISHNAWBE-ASKI LEGAL  
SERVICES CORPORATION**

Per: \_\_\_\_\_

I have authority to bind the  
corporation.