

# Nishnawbe-Aski Legal Services Corporation

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August 30, 2013.

Dear Roberta Wesley,

**Re: Offer of Employment**

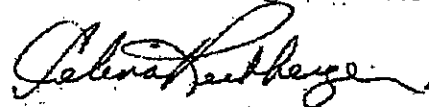
Thank you for your interest and application for the Community Legal Worker position that was recently advertised at NALSC. We are pleased to offer you a contract position as the Community Legal Worker for the Matawa Drive in communities.

We will be granting you a one year leave of absence (August 30, 2013 – August 30, 2014) from your current Talking Together Facilitator position so that you may take on this opportunity. On August 30, 2014 you must decide whether you will be continuing with the Community Legal Worker position or returning to your previous Talking Together Facilitator position.

Upon your acceptance of this offer you will commence your employment on August 30, 2013 at a salary of \$41,200.00 per annum plus 4 % vacation pay. All benefits that you are receiving will be identical to your current position's terms. Your office space is located at 37 Wawaskashoo, Constance Lake, Ontario and your hours are between 9:00 a.m. and 5:00 p.m. each day.

Mary Jean Robinson will be your direct supervisor and you are accountable to the Executive Director for overall performance. 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. Congratulations!

Sincerely,  
Nishnawbe-Aski Legal Services Corporation



Celina Reitberger  
Executive 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

**EMPLOYMENT CONTRACT**

This agreement made in triplicate this 30<sup>th</sup> day of August, 2013.

**BETWEEN:**

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

**OF THE FIRST PART**

-and-

**ROBERTA WESLEY**  
(hereinafter referred to as the "Community Legal Worker")

**OF THE SECOND PART**

Nishnawbe Aski Legal Services Corporation hereby employs Roberta Wesley to fill the position of Community Legal Worker. The following shall be the terms and conditions of employment:

**1. TERMS OF REFERENCE**

- 1.1 The Community Legal 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 Community Legal Worker will report to and be responsible to the Area Director of LAO.
- 1.3 Day to day duties will be assigned and supervised by the Area Director of LAO.
- 1.4 **Hours of Work/Accessibility**  
The Community Legal 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 on the day(s) in question.
- 1.5 The Community Legal Worker agrees to comply with all lawful instructions given by the Executive Director.
- 1.6 The Community Legal 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.
- 1.7 The Community Legal Worker shall generally carry out the duties and responsibilities of employment at Constance Lake, 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 will be effective for a period of one (1) year and shall commence on August 30, 2013 and end on August 30, 2014. The Community Legal agrees to provide the services outlined in Schedule "A" and NALSC agrees to employ the Community Legal Worker in accordance with the terms and conditions contained in this Agreement.
- 2.2 The Community Legal Worker's performance shall be reviewed by the Area Director of LAO and the Executive Director. The Community Legal Worker will receive an oral and written evaluation identifying strengths and areas for improvement.

## 3. FINANCIAL ARRANGEMENTS

### 3.1 Contract Amount

The Community Legal Worker shall be paid at a fixed salary of \$41,200.00 annually and such salary shall be paid bi-weekly, with deductions for E.I., C.P.P., and Income Tax, if applicable.

### 3.2 Benefits

Nishnawbe Aski Legal Services Corporation shall provide the The Community Legal Worker with the following benefits;

- a) As set out in Personnel Policy and Procedures Manual
- b) Great West Life Group Insurance and FAAP

### 3.3 Travel Expenses

The Community Legal 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 the Community Legal Worker. 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 Community Legal Worker of two weeks pay, inclusive of benefits.

**5. CONFIDENTIALITY**

- 5.1 The Community Legal 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 Community Legal 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 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 Community Legal 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.  
The rights of the Community Legal 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 Community Legal 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 Community Legal 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 Community Legal Worker shall be sufficiently given if delivered to the Community Legal Worker personally or if mailed by registered mail to the Community Legal 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 Community Legal Worker.
  - c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

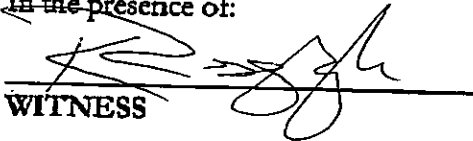
**15. INDEPENDENT LEGAL ADVICE**

15.1 The Community Legal Worker 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 30<sup>th</sup> day of August 2013, in the City of Thunder Bay, in the Province of Ontario.

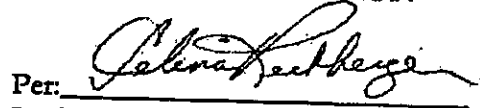
**SIGNED, SEALED AND DELIVERED**

In the presence of:

  
WITNESS

  
ROBERTA WESLEY

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

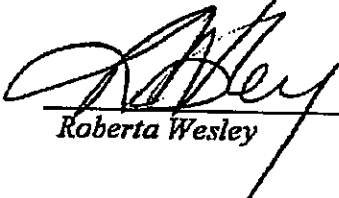
Per: 

I have authority to bind the corporation.

**ACCEPTANCE OF EMPLOYMENT**

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

Thank you.

  
\_\_\_\_\_  
*Roberta Wesley*

August 30, 2013  
*Date*

# Nishnawbe-Aski Legal Services Corporation

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August 30, 2013

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We will be granting you a one year leave of absence (August 30, 2013 – August 30, 2014) from your current Talking Together Facilitator position so that you may take on this opportunity. On August 30, 2014 you must decide whether you will be continuing with the Community Legal Worker position or returning to your previous Talking Together Facilitator position.

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Mary Jean Robinson will be your direct supervisor and you are accountable to the Executive Director for overall performance. 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. Congratulations!

Sincerely,  
Nishnawbe-Aski Legal Services Corporation

  
Celina Reitberger  
Executive Director

Mailing Address:  
86 S. Cumberland Street  
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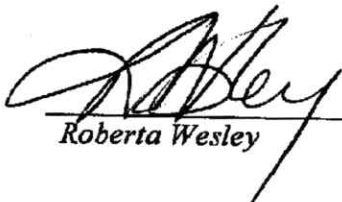
Head Office:  
150 City Road  
Fort William First Nation  
Thunder Bay, Ontario  
P7J 1J7



**ACCEPTANCE OF EMPLOYMENT**

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

Thank you.

  
\_\_\_\_\_  
*Roberta Wesley*

August 30, 2013  
\_\_\_\_\_  
*Date*

03/11/2013

## EMPLOYMENT CONTRACT

This agreement made in triplicate this 30<sup>th</sup> day of August, 2013.

**BETWEEN:**

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

**OF THE FIRST PART**

-and-

**ROBERTA WESLEY**  
(hereinafter referred to as the "Community Legal Worker")

**OF THE SECOND PART**

Nishnawbe Aski Legal Services Corporation hereby employs Roberta Wesley to fill the position of Community Legal Worker. The following shall be the terms and conditions of employment:

1. **TERMS OF REFERENCE**
  - 1.1 The Community Legal 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 Community Legal Worker will report to and be responsible to the Area Director of LAO.
  - 1.3 Day to day duties will be assigned and supervised by the Area Director of LAO.
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  - 1.5 The Community Legal Worker agrees to comply with all lawful instructions given by the Executive Director.
  - 1.6 The Community Legal 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.
  - 1.7 The Community Legal Worker shall generally carry out the duties and responsibilities of employment at Constance Lake, 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 will be effective for a period of one (1) year and shall commence on August 30, 2013 and end on August 30, 2014. The Community Legal agrees to provide the services outlined in Schedule "A" and NALSC agrees to employ the Community Legal Worker in accordance with the terms and conditions contained in this Agreement.
- 2.2 The Community Legal Worker's performance shall be reviewed by the Area Director of LAO and the Executive Director. The Community Legal Worker will receive an oral and written evaluation identifying strengths and areas for improvement.

## 3. FINANCIAL ARRANGEMENTS

### 3.1 Contract Amount

The Community Legal Worker shall be paid at a fixed salary of \$41,200.00 annually and such salary shall be paid bi-weekly, with deductions for E.I., C.P.P., and Income Tax, if applicable.

### 3.2 Benefits

Nishnawbe Aski Legal Services Corporation shall provide the The Community Legal Worker with the following benefits;

- a) As set out in Personnel Policy and Procedures Manual
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**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 Community Legal Worker of two weeks pay, inclusive of benefits.

**5. CONFIDENTIALITY**

- 5.1 The Community Legal 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 Community Legal 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 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 Community Legal 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**

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The rights of the Community Legal Worker under this Agreement are not assignable or transferable in any manner whatsoever.

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- 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 Community Legal 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 Community Legal 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**

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

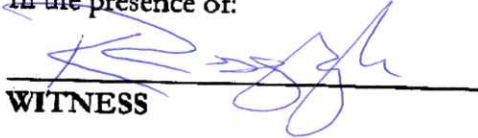
**15. INDEPENDENT LEGAL ADVICE**

15.1 The Community Legal Worker 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 30<sup>th</sup> day of August 2013, in the City of Thunder Bay, in the Province of Ontario.

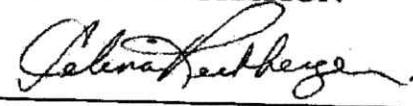
**SIGNED, SEALED AND DELIVERED**

In the presence of:

  
WITNESS

  
ROBERTA WESLEY

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Per:   
I have authority to bind the corporation.

## EMPLOYMENT CONTRACT

This agreement made in triplicate this 1<sup>st</sup> day of April 2013.

**BETWEEN:**

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

**OF THE FIRST PART**  
-and-

**ROBERTA WESLEY**  
(hereinafter referred to as the "Talking Together Facilitator")

**OF THE SECOND PART**

Nishnawbe-Aski Legal Services Corporation hereby contracts with ROBERTA WESLEY to serve as a "Talking Together Facilitator" (TTF). The following shall be the terms and conditions of this contract for service:

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

- 1.1 The Talking Together Facilitator undertakes to perform and to be responsible for the duties and responsibilities of this work as outlined in Schedule "A" attached to this Agreement.
- 1.2 The Talking Together Facilitator will report to and be responsible to the Talking Together Manager on a day to day basis, and to the Executive Director for overall work performance.
- 1.3 **Hours of Work/Accessibility**  
The Talking Together Facilitator 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 this work, with the prior approval of his supervisor on the day(s) in question.
- 1.4 The Talking Together Facilitator agrees to comply with all lawful instructions given by his supervisor or Executive Director or their designates.
- 1.5 The Talking Together Facilitator 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 Talking Together Facilitator is deemed to be an employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.

- 1.7 The Talking Together Facilitator shall generally carry out the duties and responsibilities of this work from Timmins, Ontario. Travel to NAN First Nations and communities throughout Ontario will be required as part of the duties and responsibilities of this contract, with particular emphasis being those communities where the Talking Together Program is currently being delivered.

## 2. CONTRACT TERM

- 2.1 This Agreement shall be for a period of less than one year starting on April 1, 2013, and ending on March 31<sup>st</sup>, 2014. The Talking Together Facilitator agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to contract with the Talking Together Facilitator 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 Talking Together Facilitator with notice of its intention to renew or extend this Contract 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>, 2014 shall be deemed to be notice of the termination/expiration of this Contract.
- 2.3 The Talking Together Facilitator's performance shall be reviewed by the Talking Together Manager. The Talking Together Facilitator will receive ongoing evaluation of the execution of this Agreement identifying strengths and areas for improvement. NALSC reserves the right to evaluate the Talking Together Facilitator at any time during the course of this Agreement if it is deemed to be necessary.

## 3. FINANCIAL ARRANGEMENTS

- 3.1 Contract Amount  
The Talking Together Facilitator shall be paid at a pro-rated or adjusted payment in accordance to an annual payment of 12 months equaling no more than \$41,200.00 per year, and such payment shall be made bi-weekly, with deductions made for E.I., C.P.P., and Income Tax, if applicable.
- 3.2 Benefits  
Nishnawbe Aski Legal Services Corporation shall provide the Talking Together Facilitator with the following benefits:
- 1) Vacation leave pursuant to Personnel Policies and Procedures Manual) – pro-rated
  - 2) Sick leave pursuant to the NALSC Personnel Policies and Procedures Manual. - Pro-rated.
  - 3) 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 Talking Together Facilitator 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 Contract may be terminated by NALSC at any time for any reason without notice.

4.2 The Talking Together Facilitator 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 Talking Together Program is provided are dependent on the provision of continued funding by the Ministry of Children & Youth Services that may contribute to the continuation of the projects at NALSC. In the event that funding for the programs is ended, restricted or limited, then this Agreement will be terminated.

## 5. CONFIDENTIALITY

5.1 The Talking Together Facilitator 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 Talking Together Facilitator 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 contract entitling NALSC to terminate this agreement without notice.

## 6. CONFLICT OF INTEREST

6.1 The Talking Together Facilitator 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 Talking Together Facilitator 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 and any and all previous agreements, written or oral, express or implied between the parties or on their behalf relating to the contract for services as the Talking Together Facilitator 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.

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- 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.

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**14. NOTICES**

- 14.1 a) Any notice required or permitted to be given to the Talking Together Facilitator shall be sufficiently given if delivered to the Talking Together Facilitator personally or if mailed by registered mail to the employee'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 Talking Together Facilitator.

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 Talking Together Facilitator 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.

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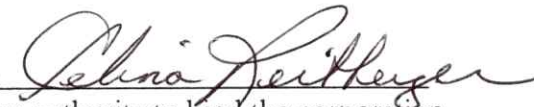
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In the presence of:

  
WITNESS

  
ROBERTA WESLEY

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**

Per:   
I have authority to bind the corporation.  
Celina Reitberger, Executive Director