## Nishnawbe-Aski Legal Services Corporation

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July 4, 2013

Heather Napash

Dear Ms. Napash:

## OFFER OF EMPLOYMENT

We are pleased to offer you employment for up to 16 weeks commencing Monday May 27, 2013. The position will be office assistant at \$16.00 per hour plus vacation pay at 4% less statutory deductions. As a status member of First Nation, your salary will be exempt from taxation. Hours of work will be 9 a.m. to 5:00 p.m.. This could change based on the needs of the corporation.

Your employment is governed by the Policies and Procedures of Nishnawbe-Aski Legal Services as set out in the Employee Manual. Please take the time to review these rules. Your supervisor will be Mary Jean Robinson, Area Director. Welcome to Nishnawbe-Aski Legal Services. We look forward to working with you over the summer months.

Please sign below to accept this Offer of Employment.

Malling Address:

86 S, Cumbelland Street Thunder Bay, Ontalo P7B 2V3

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

E-mail Info@nanlegal.on.ca

Website www.nanlegal.on.ca



Head Office:

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

Mary Jane Robinson Area Director-Legal Aid

Yours Tru

I Heather Napash hereby accept this Offer of Employment. Dated at Thunder Bay this 4<sup>th</sup> day of July, 2013.

Heather Napash

# Nishnawbe-Aski Legal Services Corporation

May 30, 2014

Heather Napash 109 Kensington Drive Thunder Bay, ON, P7C 2A4

#### 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

## RE: OFFER OF EMPLOYMENT

Dear Ms. Napash,

We are pleased to offer you a full time position as the LAO Executive Assistant for the Legal Aid Ontario department at Nishnawbe-Aski Legal Services Corporation.

Upon your acceptance of this offer you will commence your employment on Monday, June 2, 2014 at a salary of \$ 16.50 per hour.

If you are a "Status Indian", this income is currently tax exempt. Your office space is located at 86 S. Cumberland Street, Thunder Bay, Ontario and your hours are between 9:15 a.m. and 5:00 p.m. each day. NALSC also offers a benefit package which will be further explained to you. Pursuant to the the policies of NALSC, you will be on probation for a period of 3 months, at which time your performance will be reviewed.

Mary Bird 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. Please be advised that this offer of employment is conditional based on our receipt of a recent Criminal Records Check.

Welcome to the NALSC team! Congratulations!

Sincerely,

Mary Bird

LAO Area Director

## ACCEPTANCE OF EMPLOYMENT

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

Thank you.

Hather Napash

May 30,0014

#### **EMPLOYMENT CONTRACT**

This agreement made in triplicate this 6thth day of June 2011.

#### BETWEEN:

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

OF THE FIRST PART

-and-

## HEATHER NAPASH (hereinafter referred to as the "ADMINISTRATIVE CLERK WORKER")

#### OF THE SECOND PART

Nishnawbe Aski Legal Services Corporation hereby employs HEATHER NAPASH to fill the contract position of ADMINISTRATIVE CLERK WORKER for 2 weeks only. The following shall be the terms and conditions of employment:

## 1. TERMS OF REFERENCE

1.1 The ADMINISTRATIVE CLERK 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.

The ADMINISTRATIVE CLERK WORKER 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.

## 3. Hours of Work/Accessibility

- 3.1 The ADMINISTRATIVE CLERK WORKER will work five days per week during normal business hours (pursuant to the NALSC Personnel Policies & Procedures Manual) for a minimum of 35 hours per week (deemed as full-time) 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.
- 3.2 The ADMINISTRATIVE CLERK WORKER agrees to comply with all lawful instructions given by her supervisor or Executive Director or their designates.
- 3.3 The ADMINISTRATIVE CLERK WORKER agrees to adhere to all personnel and administrative policies approved by the Board of NALSC (the "NALSC

## 8. CONFLICT OF INTEREST

8.1 The ADMINISTRATIVE CLERK 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.

## 9. ASSIGNMENT OF RIGHTS

- 9.1 The rights, which accrue, to NALSC under this Agreement shall pass to its successors or assigns.
- 9.2 The rights of the ADMINISTRATIVE CLERK WORKER under this Agreement are not assignable or transferable in any manner whatsoever.

## 10. SEVERABILITY

10.1 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.

## 11. WAIVER

11.1 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.

## 12. ENTIRE AGREEMENT

12.1 This Agreement constitutes the entire agreement between the parties with respect to the employment of the ADMINISTRATIVE CLERK 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 ADMINISTRATIVE CLERK 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.

## 13. MODIFICATION OF AGREEMENT

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

## 14. GOVERNING LAW

14.1 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.

Personnel Policies & Procedures Manual") and as administered by the Executive Director.

- 3.4 The ADMINISTRATIVE CLERK WORKER is deemed to be a CONTRACT employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.
- 3.5 The ADMINISTRATIVE CLERK WORKER shall generally carry out the duties and responsibilities of employment at the Thunder Bay office

## 4. CONTRACT TERM

This Agreement shall be for a period of two weeks only – from June 6 to June 17, 2011. The ADMINISTRATIVE CLERK WORKER agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the ADMINISTRATIVE CLERK WORKER for the length of this term in accordance with the terms and conditions contained in this Agreement.

### 5. FINANCIAL ARRANGEMENTS

5.1 Contract Amount
The ADMINISTRATIVE CLERK WORKER shall be paid at a RATE OF \$10.00
PER HOUR, and such salary shall be paid weekly, with the mandatory deductions
made for E.I., C.P.P., and Income Tax, if applicable.

## 6. TERMINATION

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

## 7. CONFIDENTIALITY

7.1 The ADMINISTRATIVE CLERK 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 ADMINISTRATIVE CLERK 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.