

**EMPLOYMENT CONTRACT**

This agreement made in triplicate this 19th day of June, 2014.

**BETWEEN:**

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

**OF THE FIRST PART**  
-and-

**HEATHER NAPASH**  
(hereinafter referred to as the "Assistant to the Area Director")

**OF THE SECOND PART**

Nishnawbe Aski Legal Services Corporation hereby employs Heather Napash to fill the position of Assistant to the Area Director. The following shall be the terms and conditions of employment:

**1. TERMS OF REFERENCE**

- 1.1 The Assistant to the Area Director 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 Assistant to the Area Director will report to and be responsible to the Area Director.
- 1.3 Day to day duties will be assigned and supervised by the Area Director.
- 1.4 **Hours of Work/Accessibility**  
The Assistant to the Area Director 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 Assistant to the Area Director agrees to comply with all lawful instructions given by the Executive Director.
- 1.6 The Assistant to the Area Director 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 Assistant to the Area Director 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 start on June 2, 2014. The Assistant to the Area Director shall be employed as a probationary employee for a period of three (3) months. The Assistant to the Area Director agrees to provide the services outlined in Schedule "A" and NALSC agrees to employ the Assistant to the Area Director in accordance with the terms and conditions contained in this Agreement.

2.2 The Assistant to the Area Director's performance shall be reviewed by the Area Director and/or the Executive Director. The Assistant to the Area Director will receive an oral and written evaluation identifying strengths and areas for improvement.

## **3. FINANCIAL ARRANGEMENTS**

### **3.1 Contract Amount**

The Assistant to the Area Director shall be paid \$ 16.50 per hour and such 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 Assistant to the Area Director 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 Assistant to the Area Director 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 Area 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 Assistant to the Area Director of two weeks' pay, inclusive of benefits.

#### **5. CONFIDENTIALITY**

- 5.1 The Assistant to the Area Director 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 Assistant to the Area Director 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 Assistant to the Area Director 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 Assistant to the Area Director 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 Assistant to the Area Director 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 Assistant to the Area Director 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 Assistant to the Area Director shall be sufficiently given if delivered to the Assistant to the Area Director personally or if mailed by registered mail to the Assistant to the Area Director'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 Assistant to the Area Director.  
c) Any notice given by mail shall be deemed to have been given seventy-two (72) hours after the time it is posted.

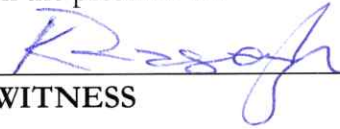
**15. INDEPENDENT LEGAL ADVICE**

15.1 The Assistant to the Area Director 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 19<sup>th</sup> day of June, 2014, in the City of Thunder Bay, in the Province of Ontario.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

  
WITNESS

  
HEATHER NAPASH

**NISHNAWBE-ASKI LEGAL  
SERVICES CORPORATION**

Per:   
I have authority to bind the corporation.



**NISHNAWBE-ASKI LEGAL SERVICES**

**Assistant to the Area Director**

**JOB DESCRIPTION**

**DESCRIPTION:**

The Assistant to the Area Director provides clerical and administrative support to the Area Director at NALSC.

**DUTIES AND RESPONSIBILITIES:**

- Responds to inquiries from clients, outside agencies, suppliers and others and directs calls and inquiries to the appropriate staff
- Photocopying documents as directed
- Sending mail and faxes as directed
- Sending emails as directed
- Performs regular clerical duties such as typing correspondence, maintaining a filing system, answering calls and other tasks as directed
- Organizes and coordinates meetings as directed
- Completes Purchase Orders in compliance with NALSC policies and procedures
- Keeps Area Director informed of issues and matters requiring their attention
- Maintains a tickler system, including their calendars of meetings, events and other deadlines
- Maintains and updates the computer filing system
- Draft routine correspondence as directed
- Compile information required for meetings and reports to be submitted
- Arrange meetings as directed
- Complete forms and submissions as directed
- Fill in at reception to ensure the phones are answered at all times
- Liaise with suppliers as required to ensure prompt and proper delivery of goods/services

**QUALIFICATIONS:**

At a minimum this position requires a secondary education with related experience. Ideally, this position should be filled by someone with post secondary education or training in secretarial or clerk work. Position requires high proficiency in software

applications (MSWord, MSEXcel, MSPowerpoint, Adobe Acrobat, email, networking, desktop publishing, etc.)

**ACCOUNTABILITY:**

Is accountable to the Area Director for day to day and administrative matters, daily assignments and deadlines for overall work performance.

**SALARY RANGE:**

This position is paid \$23,000 - \$40,000 based on education, experience and responsibilities. This is a full time support staff position.