

EMPLOYMENT CONTRACT

This agreement made in triplicate this 12th day of January , 2011 .

BETWEEN:

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

OF THE FIRST PART

-and-

JOCELYN RAE

(hereinafter referred to as the "Legal Aid Assessment Officer")

OF THE SECOND PART

Nishnawbe Aski Legal Services Corporation hereby employs JOCELYN RAE to fill the position of "Legal Aid Assessment Officer". The following shall be the terms and conditions of employment:

1. TERMS OF REFERENCE

- 1.1 The Legal Aid Assessment Officer 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 Legal Aid Assessment Officer will report to and be responsible to the Area Director and to the Executive Director for overall work performance.
- 1.3 Day to day duties will be assigned and supervised by the Legal Aid Coordinator or his/her designate.
- 1.4 **Hours of Work/Accessibility**
The Legal Aid Assessment Officer 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 Legal Aid Assessment Officer agrees to comply with all lawful instructions given by the Area Director or Executive Director or their designates.

The Legal Aid Assessment Officer 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 Area

Director and/or the Executive Director. She further acknowledges that prior to signing this Agreement, she has read and understands the Personnel Policy and Procedures Manual.

- 1.6 The Legal Aid Assessment Officer is deemed to be a term employee for the purposes and application of the NALSC policies, as amended, and except as otherwise agreed to in this agreement.
- 1.7 The Legal Aid Assessment Officer 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 less than one year starting on January 4th, 2011 and ending on December 31, 2011. The Legal Aid Assessment Officer agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Legal Aid Assessment Officer 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 Legal Aid Assessment Officer with notice of its intention to renew or extend this Agreement 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 December 31, 2011 shall be deemed to be notice of the termination/expiration of this Agreement.
- 2.3 The Legal Aid Assessment Officer's performance shall be reviewed by NALSC. The Legal Aid Assessment Officer will receive a written evaluation after three months of the execution of this Agreement, identifying strengths and areas for improvement. NALSC reserves the right to evaluate the Assessment Officer at any time during the course of this Agreement if it is deemed to be necessary. The Legal Aid Assessment Officer may also request an evaluation at any time if she so desires for the purposes of addressing any concerns or opportunities he may have as a Legal Aid Assessment Officer.

3. FINANCIAL ARRANGEMENTS

- 3.1 Contract Amount
The Legal Aid Assessment Officer shall be paid at a fixed salary of \$34,000.00 per year, and such salary shall be paid bi-weekly, with the mandatory deductions made for E.I., C.P.P., and Income Tax, if applicable.
- 3.2 Benefits
Nishnawbe Aski Legal Services Corporation shall provide the Legal Aid Assessment Officer with the following benefits;
 - a) As set out in Personnel Policy and Procedures Manual; including

b) Great West Life Group Insurance and FAAP

3.3 Travel Expenses

The Legal Aid Assessment Officer 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 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), including helicopter and water taxi expenses
- 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 Legal Aid Assessment Officer of two weeks pay in lieu of notice, inclusive of benefits.

4.3 Where the employee has completed 12 consecutive months of employment, the Legal Aid Assessment Officer may be entitled to severance pay, pursuant to the *Canada Labour Code*. The amount of any severance paid would be determined by reference to the *Canada Labour Code*.

4.4 The Legal Aid Assessment Officer hereby acknowledges the unique circumstances of NALSC as a not-for-profit corporation dependent on public funds to operate. As such the Legal Aid Program under which the Legal Aid Assessment Officer's services are provided is dependent on the provision of continued funding by Legal Aid Ontario or any other agency or Ministry that may contribute to the continuation of the Legal Aid Program at NALSC. In the event that funding for the Legal Aid Program is ended, then this Agreement will be terminated.

5. CONFIDENTIALITY

5.1 The Legal Aid Assessment Officer 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 Legal Aid Assessment Officer 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 for just cause.

6. CONFLICT OF INTEREST

6.1 The Legal Aid Assessment Officer 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 Legal Aid Assessment Officer 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 Legal Aid Assessment Officer 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 Legal Aid Assessment Officer 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 Legal Aid Assessment Officer shall be sufficiently given if delivered to the Legal Aid Assessment Officer 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 ~~employee~~ known to the
- 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 Legal Aid Assessment Officer 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 Party of the First Part has duly executed this Agreement this 12th day of January, 2011 in the City of Thunder Bay, in the Province of Ontario.

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION

Per: 
I have authority to bind the corporation.

IN WITNESS WHEREOF THE PARTY OF THE Second Part has duly executed this agreement this ^{24th} 20th day of January, 2011 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
LAO ASSESSMENT OFFICER

JOB DESCRIPTION

Schedule "A"

DESCRIPTION:

This position is responsible for interviewing legal aid applicants to obtain the legal and financial information necessary to determine eligibility. If a legal aid certificate is issued, should it be issued free of charge or with a payment agreement.

DUTIES AND RESPONSIBILITIES:

- Determine applicant's legal eligibility for legal aid, following guidelines set out in the procedures manual and specified by the Area Director.
- Analyze financial eligibility for legal aid, based on understanding of the applicant's financial records and LAO's policies and procedures relating to financial eligibility.
- Complete required information on application forms and generate necessary documents in accordance with office procedures and standard formats.
- Review opinion letters and other relevant application material, as input for making eligibility decisions.
- Respond to inquiries from members of the legal profession and the public to provide information regarding area processes, procedures and Legal Aid decisions.
- Clarify status of specific legal aid files, in response to telephone inquiries from clients and lawyers.

Case Administration:

- Maintain knowledge of legal aid application processing rules and procedures, and legal terminology by attending LAO seminars and workshops and reading memoranda circulated.

- Maintain knowledge of on-line data processing procedures for applicant data.
- Monitor applicant and certificate holder status to ensure accurate eligibility records.
- Interview applicants to obtain legal and financial information.
- Enter applicant information in the PeopleSoft system
- Review opinion letters and other relevant application material, as input for making eligibility decisions.
- Contact family members to explain legal aid process and acquire applicant legal and financial information.
- Determine applicant's legal eligibility for legal aid, following guidelines set out in the procedure manual and specified by the Area Director.
- Analyze financial eligibility for legal aid, based on understanding of the applicant's financial records and LAO's policies and procedures relating to financial eligibility.
- Authorize amendments within proscribed area office guidelines on behalf of the Area Director.
- Investigate applicant's information and financial statements, as follow up to financial assessment.
- Report results of investigation of applicant's information and financial statements to the Investigation Department.
- Recommend whether a legal aid certificate should or should not be issued based on knowledge of the applicant's financial assessment and LAO eligibility policies.
- Decide if legal certificate should be issued free of charge with contribution agreement.
- Calculate amount of contribution agreement given circumstances faced by applicant and existing legal aid precedents.
- Issue payment agreements based on established guidelines.
- Explain to applicants that they have been refused or that they don't meet priority guidelines established.

Application Administration

- Complete required information on application forms.
- Update files to ensure that charge screening forms and other relevant documentation is included.
- Generate certificates in accordance with office procedures and standard formats.
- Collect information to determine the ongoing status of outstanding certificates.
- Record receipt of client payments and lien payouts according to standard office procedures.
- Submit files and appropriate documentation to Area Office staff for processing.

Administrative Support

- Refer applicants to seek other legal and/or government services, including the lawyer referral service, legal clinics, and duty counsel, where warranted.
- Clarify status of specific legal aid files, in response to telephone inquiries from clients and lawyers.

Forms Processing

- Contact lawyers for processing of non-residence files.
- Type client related forms and certificates required for processing.
- Distribute information to lawyers and applicants to provide information regarding area office processes.

Office Administration

- Respond to inquiries from members of the legal profession and the public to provide information regarding area processes, procedures and Legal Aid decisions.
- Arrange Area Committee meetings ensuring that appropriate equipment and facilities are booked.
- Provide reception and front counter relief to ensure continuous coverage during business hours.

KEY COMPETENCIES & QUALIFICATIONS:

- Maintain knowledge of legal aid application processing rules and procedures, and legal terminology by attending LAO seminars and workshops and reading memoranda circulated.
- Well developed written and verbal communications skills.
- Possess well developed interpersonal and communication skills.
- Utilize sound judgement for dealing with applicants and lawyers.
- Maintain knowledge of LAO policies and procedures.
- Possess sound knowledge of the PeopleSoft system

ACCOUNTABILITY:

The Legal Aid Assessor is responsible to the Legal Aid Coordinator and Area Director for day to day activities and to the Executive Director for overall work performance.

SALARY RANGE:

This position pays \$25,000 – \$45,000 based education and experience. This is a full time non-managerial position.

WORKING CONDITIONS:

- Work in off-site locations that pose potential risk to personal safety on a weekly basis.
- Work with exposure to emotionally charged situations, e.g., providing advice to upset or agitated clients or employees on a frequent, daily basis.
- Work does require driving a car as part of the job but not on a daily basis.
- Work performed results in strain from focused visual concentration or focused listening for periods of time in excess of 1 hour without a break, on a daily basis.
- Work allows little flexibility (if any) to change work activity or take a break to alter body position, 3-4 days per week, 4 hours or more per day.

Updated June, 2004