

June 4, 2019

Ms. Colette Shwetz  
12 First Street, P.O. Box 625  
Nipigon, Ontario  
P0T 2J0

Dear Colette:

**Re: Employment Agreement – Human Resource Manager**

On behalf of Nishnawbe-Aski Legal Services Corporation ("NAN"), I am pleased to offer you employment as our Human Resource Manager in accordance with the terms and conditions described in the attached employment agreement ("the Agreement").

Please carefully read and consider the terms and conditions in the Agreement and confirm your understanding of, and agreement with, them by signing and returning the countersigned copy to me. Please retain the second copy of the Agreement your records. When countersigned by you, the Agreement shall constitute a binding employment agreement between you and NAN.

Colette, congratulations on earning this position. We look forward to working with you and look forward to a mutually successful future together!

Yours truly,



Sharon Pitawanakwat  
Executive Director

**Mailing Address:**

36 S. Cumberland Street  
Thunder Bay, Ontario  
P7B 2V3

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

Email:  
info@nanlegal.on.ca

Website:  
Http://www.nanlegal.on.ca



**Head Office:**

109 Mission Rd, Fort  
William First Nation, ON  
P7J 1K7

# EMPLOYMENT AGREEMENT

BETWEEN:

**NISHNAWBE-ASKI LEGAL SERVICES CORPORATION**  
hereinafter called "NAN"

- and -

**Colette Shwetz**

## **1. Employment**

You will hold the position of Human Resource Manager, operating out of NAN's office in Thunder Bay and will report to Sharon Pitawanakwat. A brief job description for this position, which may be amended by the Company from time to time, is enclosed hereto as Appendix "A". Your title, duties and responsibilities may be changed at the discretion of the Company, consistent with your role, and shall not constitute a constructive dismissal.

For the period that you are employed, the expectation is that you shall devote the whole of your working time, attention and ability to the business of NAN and you shall truly and faithfully serve NAN and shall use your best efforts to promote the interests of NAN. To that end, you shall not engage in any activities which would result in your interests coming into conflict with the interests of NAN.

## **2. Term**

Your tenure in this position will commence on a date that is mutually convenient but no later than June 3, 2019 and this Agreement will continue for an indefinite duration, subject to the termination provisions contained herein.

## **3. Compensation and Benefits**

You will receive the following compensation and benefits:

(a) **Salary.** You will be paid \$60,000 annually. Our payroll is administered bi-weekly.

(b) **Benefits.** You will be entitled to participate in the benefit plan offered by NAN to its employees during the term of this Agreement. NAN reserves the right to vary the benefit plan at any time at its sole discretion.

(c) **Pension.** You will be entitled to participate in the pension plan offered by NAN to its employees during the term of this Agreement. NAN reserves the right to vary the pension plan at any time at its sole discretion.

You agree and acknowledge that all benefit coverage and enrolment in NAN's pension plan shall cease upon the last day of employment in the event of your resignation or your termination for

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#### **4. Vacation**

You shall be entitled to three weeks' paid vacation per year which will be prorated for the year in which you commence your employment. Please note that vacation entitlement is per your annual hire date and is earned throughout the calendar year. Although every effort will be made to provide you with vacation time requested, you acknowledge that there may be times when certain vacation time is denied due to the specific needs of NAN's business. Vacation requests must be made in writing to Sharon Pitawanakwat at least one (1) month prior to the requested vacation period. Should the foregoing amount be less than the minimum entitlement to vacation required in the ESA, then the minimum amount required by that statute shall apply.

Vacation time must be pre-approved and will be scheduled at mutually convenient times recognizing that, in a small office such as ours, we must always be conscious of having coverage.

#### **5. Hours of Work**

This is a full-time position and your regular hours of work are from 9:00 a.m. – 5:00 p.m., Monday through Friday, with a one (1) hour lunch break, for a total of thirty-five (35) hours per week, but may be changed based on NAN's needs. You may also be required to work evenings, Saturdays and Sundays and statutory holidays.

If you are required or work, or request to work, more hours than provided for in this Agreement you must first obtain the written direction or written approval of your direct supervisor within 24 hours of working such hours. Overtime hours will not be paid without prior written approval.

#### **7. Personnel Policies, Procedures and Rules**

You will be bound by any personnel policies, procedures and rules established by NAN. By signing this Agreement, you confirm that you have been provided with, have read and agree to abide by all policies, procedures and rules established by NAN.

#### **8. Termination**

While it is difficult to discuss the conclusion of a relationship at the outset, we believe it is helpful to address these issues so that both parties have clarity moving forward.

(a) **Just Cause.** If you engage in any act or omission which constitutes just cause at law, this Agreement will terminate immediately and you shall receive no payments other than accrued wages and vacation entitlements to the date of termination.

(b) **Without Cause.** In the absence of just cause, the Company may terminate this Agreement for any reason and at any other time upon providing you with the greater of your entitlements pursuant to the ESA or four (4) months notice inclusive of benefits and any accrued but unused vacation. This notice or pay in lieu of notice shall be calculated on the basis of your base salary only and shall be in full satisfaction of any obligations owing to you by the Company, statutory, common law or otherwise.

(c) **By the Employee.** If you elect to terminate this Agreement, you shall provide NAN with four weeks' written notice. This notice may be waived by NAN at its sole discretion, without any further payment or obligation to you.

## **9. Confidentiality**

During the term of this Agreement, you will have access to information that NAN considers to be confidential. Such confidential information includes, but is not limited to, any information concerning clients, billing rates, employees, methods of procurement, financial, purchasing, marketing, logistical and or sales strategies and techniques of NAN and other secret information and that such information constitutes valuable, special and unique property of NAN.

Accordingly, you agree that you will not, at any time, (either during employment or at any time thereafter) directly or indirectly, disclose to or for the benefit of any person, firm, corporation, association, business entity or agency, governmental or private, of any nature whatsoever and whosoever situate, any confidential information of NAN, except in connection with the performance of your duties on behalf of NAN or as publicly available other than as a consequence of the breach by you of your confidentiality obligations hereunder.

## **10. Return of Company Property and Documents**

At the conclusion of employment, or earlier if requested by NAN, you shall promptly surrender to NAN, without retaining copies, all tangible items which are or contain confidential information pertaining to NAN. You shall also return all electronic devices, files, memory keys, correspondence, memoranda, documents, training materials, manuals, computer software, hardware and printouts, working papers, client lists, telephone/address books, business cards, appointment books, calendars and other tangible items which NAN gave to you, or which you created in whole or in part within the scope of your employment, even if these items do not contain confidential information.

## **11. Authorization**

By signing this letter, you authorize NAN to deduct from any outstanding payment, including wages, owed to you by NAN at any time, any monies which you owe to NAN.

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## **12. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any and all prior and contemporaneous agreements, discussions and understandings. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement. No waiver, modification or termination of any term of this Agreement shall be effective unless in writing and signed by all parties.

## **13. Severability**

The provisions, paragraphs and sub-paragraphs of this Agreement are and shall be deemed to be severable the one from the other. If any one or more of the provisions, paragraphs or sub-paragraphs contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions, paragraphs and subparagraphs contained herein shall not in any way be affected or impaired.

## **14. Headings**

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning interpretation of this Agreement.

## **15. Governing Law**

This Agreement shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein.

## **16. Assignment**

Except as otherwise provided herein, no assignment of any rights or delegation of any obligations provided for herein may be made by any party without the express written consent of all other parties hereto. Notwithstanding the foregoing, NAN may, upon two (2) days written notice to you, assign its rights, together with its obligations hereunder, to any associate or affiliate of NAN.

## **17. Interpretation**

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted.

**18. Independent Legal Advice**

You acknowledge that you have had ample opportunity to obtain independent legal advice in connection with the negotiation and ultimate execution of this Agreement. If you did not obtain independent legal advice, it is because you understood this Agreement, and did not feel that you needed legal advice. You therefore confirm that you are executing this Agreement freely, voluntarily and without duress.

**19. Copy of the Agreement**

You hereby acknowledge receipt of a copy of this Agreement duly signed by NAN.


Colette, I extend a very warm welcome to you. I hope you find your employment with the organization challenging and rewarding and look forward to a mutually successful future together.

Yours truly,



Sharon Pitawanakwat  
Executive Director

I hereby accept the position I have been offered and agree to abide to all the terms and conditions outlined in the letter of employment.



Employee Signature



Date

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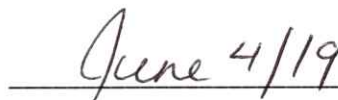


Sharon Pitawanakwat  
Executive Director

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## Appendix "A"

The responsibilities for the Human Resources Manager position include, but are not limited to, the following:

- i. To perform the normal duties of a Human Resources Manager, including:
  - a. Managing NAN's recruitment and selection process;
  - b. Preparing, updating, and recommending human resource policies and procedures;
  - c. Ensuring compliance with relevant workplace and employment legislation by monitoring and implementing applicable requirements, conducting investigations and maintaining records;
  - d. Support Managers with the employee discipline and performance management process; and,
  - e. Compensation and benefit administration.
- ii. To ensure that correct safety protocols and procedures are maintained at all times.
- iii. To ensure proper record keeping consistent with applicable legislation.
- iv. To help teach and train other employees as required by the Company.
- v. To help keep the work environment neat and clean and free of contamination as per health and safety legislation and the Company's requirements.
- vi. To follow all policies and procedures as introduced and updated by the Company.



## NISHNAWBE-ASKI LEGAL SERVICES

# HUMAN RESOURCES MANAGER

### JOB DESCRIPTION

In this new role under the direction of the Executive Director, the Human Resources Manager consults and advises managers and employees in the development of human resources strategies, solutions and services ensuring they meet their organization's goals and objectives. This person will partner with management to provide advice on human resource policies and procedures and best working practices with regards to various areas such as employee relations, performance management, recruitment, compensation and succession management, but also provide support to the Executive Director regarding organizational and administrative tasks.

#### **Duties & Responsibilities:**

1. Consult & advise on a wide range of HR practices to managers and employees in relations to compensation, benefits, staff development, performance management, performance issues, and employee relations issues for all levels of staff in the organization.
2. Identify staff vacancies and recruit, interview and assist managers in the selection of applicants.
3. Provide current and prospective employees with information about policies, job duties, working conditions, wages, and opportunities for promotion and employee benefits.
4. Perform difficult staffing duties, including dealing with understaffing and mediating disputes.
5. Ensuring the workplace is accommodating and free of harassment, handling any complaints in accordance with company policy and any relevant laws.
6. Develop, plan & implement human resource policies and procedures making recommendations on potential policy changes including, overseeing the classification and ratings of occupations, jobs descriptions, salary scales, competency appraisal measures and systems.
7. Continuously evaluate the effectiveness of the current human resource programs and services, ensuring compliance.
8. Sustain, monitor and analyze key trends within the organization, report and advice on findings to senior management
9. Provide training and advice to managers on best practices in human resource management to ensure proper execution of HR policies and procedures, including coordination of employee performance appraisals programs.
10. Build collaborative relationships with managers and employees, serving as a link between management and employee by handling questions, interpreting & administering contracts and helping resolve work-related problems.

11. Oversee the work of the human resource clerk, including reception staff and some finance staff, offering guidance, training and discipline as needed.
12. Ensure all human resource activities are in compliance with local Provincial and federal laws, as well as implement and oversee programs related to employee benefits and initiatives
13. Oversee insurance programs, flexible work arrangement programs, maternity leave, open enrollment programs, and vacation and sick leave benefits.
14. Advise managers and employees on the interpretation of the HR policies, compensation and benefit programs.

**Qualifications and Required Experience:**

- A university degree or college diploma in Human Resource Management, CHRP designation preferred.
  - 5 years' experience in both HR and Business Administration.
  - Excellent verbal, written and presentation communication skills.
  - Able to develop and present compelling and logical data driven proposals to senior management.
  - Strong conflict resolution and problem-solving skills.
  - Demonstrated ability to develop positive working relationships with all levels of the organization.
  - Proven track record & knowledge across all disciplines of HR.
  - Demonstrated knowledge of key legislation pertaining to employment and human rights laws.
  - Time management skills.
  - Knowledge of Indigenous culture and NAN communities.
-