

EMPLOYMENT CONTRACT

This agreement made in triplicate this 20th day of January , 2011.

BETWEEN:

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

OF THE FIRST PART

-and-

ZELDA WATT

(hereinafter referred to as the "Legal Aid Assistant")

OF THE SECOND PART

Nishnawbe-Aski Legal Services Corporation hereby employs ZELDA WATT to fill the position of "Legal Aid Assistant". The following shall be the terms and conditions of employment:

1. TERMS OF REFERENCE

- 1.1 The Legal Aid Assistant 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 Assistant 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 Assistant will work 21 hours per week from 9:15 a.m. to 2:50 p.m. Monday to Thursday 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 Assistant agrees to comply with all lawful instructions given by the Area Director or Executive Director or their designates.
- 1.6 The Legal Aid Assistant 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.

1.7 The Legal Aid Assistant 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.

1.8 The Legal Aid Assistant 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 Assistant agrees to provide the services outlined in Schedule “A” for this period and NALSC agrees to employ the Legal Aid Assistant 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 Assistant 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 Assistant’s performance shall be reviewed by NALSC. The Legal Aid Assistant 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 Legal Aid Assistant at any time during the course of this Agreement if it is deemed to be necessary. The Legal Aid Assistant may also request an evaluation at any time if she so desires for the purposes of addressing any concerns or opportunities she may have as a Legal Aid Assistant.

3. FINANCIAL ARRANGEMENTS

3.1 Contract Amount

The Legal Aid Assistant shall be paid at a fixed salary of \$18.00 per hour 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 Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant'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 Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant 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 Any notice required or permitted to be given to the Legal Aid Assistant shall be sufficiently given if delivered to the Legal Aid Assistant personally or if mailed by registered mail to the employee's address last known to NALSC.

14.2 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 employee.

14.3 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 Assistant 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. She further acknowledges that she has read and understands the Personnel Policy and Procedures Manual.

IN WITNESS WHEREOF the Party of the First Part has duly executed this Agreement this 20th day of January, 2011 in the City of Thunder Bay, in the Province of Ontario.

NISHNAWBE-ASKI LEGAL SERVICES CORPORATION

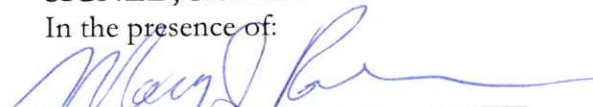
Per: 

I have authority to bind the corporation.

IN WITNESS WHEREOF THE PARTY OF THE Second Part has duly executed this agreement this 20th day of January, 2011 in the City of Thunder Bay, in the Province of Ontario. ^{24th} ₃₀

SIGNED, SEALED AND DELIVERED

In the presence of:


WITNESS


ZELDA WATT