

**EMPLOYMENT CONTRACT**

This agreement made in triplicate this 31<sup>st</sup> day of March 2012.

**BETWEEN:**

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

**OF THE FIRST PART**

-and-

**ZELDA WATT**

(hereinafter referred to as the "ADMINISTRATIVE CLERK")

**OF THE SECOND PART**

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

**1. TERMS OF REFERENCE**

- 1.1 The ADMINISTRATIVE CLERK 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 ADMINISTRATIVE CLERK will report to and be responsible to the TALKING TOGETHER MANAGER.
- 1.3 Day to day duties will be assigned and supervised by the Talking Together Manager.
- 1.4 Hours of Work/Accessibility  
The Administrative Clerk 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 Administrative Clerk agrees to comply with all lawful instructions given by the Talking Together Manager and/or the Executive Director.
- 1.6 The Administrative Clerk 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 Administrative Clerk is deemed to be a contract employee for the purposes and application of the NALSC policies, and except as otherwise agreed to in this agreement.
- 1.8 The Administrative Clerk shall generally carry out the duties and responsibilities of employment at Thunder Bay, Ontario.

## 2. CONTRACT TERM

- 2.1 This Agreement shall be for a period of one year starting on April 1<sup>st</sup> 2012 and ending on March 31, 2013. The Administrative Clerk agrees to provide the services outlined in Schedule "A" for this period and NALSC agrees to employ the Administrative Clerk 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 Talking Together Administrative Clerk with notice of its intention to renew or extend this Contract 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 March 31<sup>st</sup>, 2013 shall be deemed to be notice of the termination/expiration of this Contract.
- 2.3 The Administrative Clerk's performance shall be reviewed by the Talking Together Manager and the Executive Director. The Administrative Clerk will receive an ongoing evaluation of the execution of this Agreement identifying strengths and areas of improvement. NALSC reserves the right to evaluate the Talking Together Administrative Clerk at any time during the course of this Agreement if it deemed to be necessary.

## 3. FINANCIAL ARRANGEMENTS

- 3.1 Contract Amount ~~(added to new contract)~~  
The Administrative Clerk shall be paid at a pro-rated or adjusted payment in accordance to an annual payment of 12 months equaling no more than \$30,576.00 per year, and such salary 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 Talking Together Administrative Clerk with the following benefits:
- 1) 2 (two) weeks vacation (pursuant to Personnel Policies and Procedures Manual) – pro-rated at 1.25 month)
  - 2) Sick leave pursuant to the NALSC Personnel Policies and Procedures Manual. - Pro-rated.
  - 3) Lieu time based on accumulated overtime as per Sec. 22 of the NALSC Personnel Policies and Procedures Manual (approved at the discretion of the Executive Director).

~~(this was in the old contract)~~

Nishnawbe-Aski Legal Services Corporation shall provide the Administrative Clerk with the following benefits:

- a) As set out in Personnel Policy and Procedures Manual
- b) Great West Life Group Insurance and FAAP

#### 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 week notice or by the payment to the Administrative Clerk of two weeks' pay, inclusive of benefits.

#### 5. CONFIDENTIALITY

- 5.1 The Administrative Clerk 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 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 Administrative Clerk agrees to refrain from any dealings with any business, partnership or undertaking, which does 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 Administrative Clerk 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 Administrative Clerk 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 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 Administrative Clerk shall be sufficiently given if delivered to the Administrative Clerk personally or if mailed by registered mail to the Administrative Clerk'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 Administrative Clerk.
  - 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 Administrative Clerk 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 1<sup>st</sup> day of March, 2012, in the City of Thunder Bay, in the Province of Ontario.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ZELDA WATT

NISHNAWBE-ASKI LEGAL  
SERVICES CORPORATION

Per: \_\_\_\_\_  
I have authority to bind the  
corporation.