

CONTRACT OF EMPLOYMENT

THIS AGREEMENT made at St. John's in the Province of Newfoundland and Labrador this 25th day of January 2017.

BETWEEN **HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR**, herein represented by the Clerk of the Executive Council (herein called the "Clerk" or the "Province")

AND **Charles Bown** [REDACTED] Newfoundland and Labrador (herein called the "Contractual Employee")

(Collectively herein called the "Parties")

THIS AGREEMENT WITNESSES that, in consideration of the promises and covenants expressed herein, the parties agree as follows:

1. **SERVICE**

- 1.1 The Clerk engages the Contractual Employee for, and the Employee accepts the position of Chief Executive (Major Initiatives Unit).
- 1.2 The Contractual Employee shall report to the Clerk of the Executive Council or designate and carry out the duties as set out in Appendix "A" - Scope of Work.
- 1.3 The term of this Agreement shall be from December 5, 2016 to March 31, 2018 or until termination pursuant to this Agreement. This Agreement may be renewed by mutual agreement of the Parties hereto.

2. **PAYMENT**

- 2.1 Subject to Clause 2.2, the Clerk shall pay to the Contractual Employee during the term of this Agreement, one hundred and seventy-three thousand, eight hundred and sixteen dollars (\$173,816) (EP 03, Step 25) per annum. General salary increases applicable to Executive Employees shall apply. The per annum salary shall be paid every two weeks, in equal installments.

2.2 The following deductions shall be made from the payments pursuant to Clause 2.1:

A. Income Tax

B. Payments required to be made in respect of:

1. Canada Pension Plan
2. Employment Insurance
3. Public Service Pension Plan
4. The Group Health and Life Insurance Plan applicable to Government of Newfoundland and Labrador employees

C. Any other deductions required by law.

2.3 Subject to Clause 3.1, the amount set out in Clause 2.1 shall constitute the entire amount payable to the Contractual Employee under this Agreement.

3. **TRAVEL EXPENSES**

3.1 In addition to the amount payable pursuant to Clause 2.1, the Clerk shall reimburse the Contractual Employee, at the rates for Executive Employees, for travel expenses incurred by the Contractual Employee in the performance of his duties.

4. **LEAVE**

4.1 Subject to the terms and conditions regarding leave as set out in the Paid Leave Program for Executive, Management and Non-Management/Non-Bargaining Employees, approved by MC 92-0299 the Contractual Employee shall be entitled to:

A. Paid Leave of 35 days per year; and

B. Paid holidays on those days designated as holidays for employees of the Government of Newfoundland and Labrador under the Paid Leave program.

5. **MEDICAL PLAN**

5.1 The Contractual Employee shall continue to participate in and contribute to the Group Health and Life Insurance Plan applicable to Government of Newfoundland and Labrador employees.

6. **PENSION**

6.1 The Contractual Employee shall continue to participate in and contribute to the Public Service Pension Plan applicable to Government of Newfoundland and Labrador employees.

7. **INJURY ON DUTY**

7.1 If the Contractual Employee is injured while carrying out the duties and responsibilities described in Clause 1.2, the terms and conditions set out in the Human Resource Policies issued by the Treasury Board under the authority of section 7(2) of the *Financial Administration Act* regarding "Injury on Duty" shall apply.

8. **CONFIDENTIALITY**

8.1 The Contractual Employee shall not at any time during or subsequent to the term of this Agreement, either directly or indirectly communicate or divulge, confidential information to any person, except a person employed by the Government of Newfoundland and Labrador authorized to know such information, except with the prior written consent of the Clerk.

8.2 Confidential information shall include all information the Contractual Employee receives, discovers, develops or has access to involving any operations or decisions of the Government of Newfoundland and Labrador.

8.3 The Contractual Employee shall comply with the provisions of the *Conflict of Interest Act, 1995*.

9. **OWNERSHIP OF DOCUMENTS**

9.1 All information or data produced by the Contractual Employee in the performance of this Agreement shall be and remain the property of the Government of Newfoundland and Labrador and the Contractual Employee shall have no right, title or interest therein even though he may have created

or contributed to the creation of any of the information. The Contractual Employee hereby assigns to the Province any and all right, title and interest that he may have in and to any such information. The Contractual Employee also agrees to cooperate and assist in every way possible in the protection of any such information.

10. **TERMINATION FOR CAUSE**

10.1 The Contractual Employee's employment may be terminated at any time, without notice, for cause. "Cause" means the Employee has willfully refused to obey a lawful instruction of the Clerk, or has committed misconduct or been so neglectful of duty that the interest of the Government of Newfoundland and Labrador is adversely affected thereby, or has otherwise been in breach of a provision of this Agreement.

10.2 If the Clerk terminates the Contractual Employee's employment for cause, the employee shall not be entitled to any notice or pay in lieu of notice and said termination shall be effective immediately upon written notice.

10.3 If the Clerk terminates the Employee's employment for cause, the Employee shall receive:

- (a) regular salary up to the date of termination;
- (b) severance pay in accordance with Human Resource Policies;
- (c) pay for unused paid leave

11. **TERMINATION WITHOUT CAUSE**

11.1 The Employer may terminate this Agreement and the Contractual Employee's employment at any time, without cause or for any reason not specifically set out in this Agreement, by providing the Contractual Employee with:

- (a) regular salary up to the date of termination;
- (b) pay in lieu of notice in accordance with Section 6.2 of the Executive Compensation Policies and Procedures and Human Resource Policies;
- (c) severance pay in accordance with Human Resource Policies; and
- (d) pay for unused paid leave.

12. EXPIRY OF CONTRACT TERM

12.1 Upon expiry of the term of this Agreement, in the event that the Parties do not agree to either extend the term of this Agreement in accordance with Clause 1.3, or that the Contractual Employee does not accept employment in any other capacity in the public service, the Contractual Employee shall be entitled to:

- (a) regular salary up to the date of termination;
- (b) pay in lieu of notice in accordance with Section 6.2 of the Executive compensation Policies and Procedures and Human Resource Policies;
- (c) severance pay in accordance with Human Resource Policies; and
- (d) pay for unused paid leave.

13. RESIGNATION BY THE EMPLOYEE

13.1 This Agreement may be terminated by the Contractual Employee at any time upon thirty (30) calendar days notice in writing to the Employer.

13.2 Should the Contractual Employee choose to terminate his employment, he shall receive:

- (a) regular salary up to the date of resignation;
- (b) severance pay in accordance with Human Resource Policies; and
- (c) pay for unused paid leave.

13.3 For greater clarity, payment for severance pay and unused paid leave shall be calculated at the salary rate in effect under clause 2.1.

13.4 The address for notices of resignation/termination shall be:

For the Clerk:

Mr. Bernard Coffey
Clerk of the Executive Council
Government of Newfoundland and Labrador
St. John's, Newfoundland and Labrador
A1B 4J6

For the Contractual Employee:

Mr. Charles Bown



14. AGREEMENT

14.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or arrangements, written or oral, relating to this Agreement.

14.2 If at any time during the term of this Agreement, the parties deem it necessary or expedient to make any alternation or addition to this Agreement, they may do so by means of a written agreement between them which shall be supplemental to and form part of this Agreement.

15. ASSIGNMENT

15.1 This Agreement may not be assigned in whole or in part by the Contractual Employee.

16. APPLICABLE LAW

16.1 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Newfoundland and Labrador.

IN WITNESS WHEREOF the parties have signed this Agreement

HER MAJESTY THE QUEEN IN
RIGHT OF NEWFOUNDLAND AND
LABRADOR, herein represented by
the Clerk of the Executive Council

Conroy Durney
WITNESS for Elizabeth
BERNARD COFFEY

Conroy Durney
WITNESS Charles Bown
CHARLES BOWN

Appendix "A" – Scope of Work

Major Initiatives Unit

The Major Initiatives Unit is initially established to satisfactorily conclude:

1. Negotiations with the federal government on the Loan Guarantee for the Lower Churchill Projects; and
2. Resolution of the ExxonMobil-Murphy Oil NAFTA Challenge, with particular attention to local research and development benefits and opportunities.

This Unit will also, as directed by the Premier, address other projects of major fiscal and economic importance for the province.

This Unit's duties will include:

- Regular reporting to the Clerk of the Executive Council, Premier's Office, and Cabinet on progress towards satisfactory resolution of these initiatives;
- Regular contact and liaison on both matters with the Department of Natural Resources and Nalcor Energy, as well as other required provincial departments and agencies, including the Intergovernmental Affairs Secretariat and the Department of Business, Tourism, Culture and Rural Development;
- On-going engagement: with Finance Canada on the federal loan guarantee, and with Natural Resources Canada, and the Canada-Newfoundland and Labrador Offshore Petroleum Board, if required, on the NAFTA Challenge; and
- On-going engagement with ExxonMobil and Murphy Oil on the NAFTA challenge.

Upon establishment, this Unit will forthwith produce a work plan detailing appropriate timelines, time-bound targets, actions, and objectives for approval by the Clerk of the Executive Council.

