

From: Hussey, Cindy
Sent: Friday, May 2, 2014 4:18 PM
To: Martin, Craig
Cc: Tinkov, Renee
Subject: Draft Contract
Attachments: Draft Contract Craig Martin Executive Director.rtf

Craig,

Attached is a draft contract for your review for the position of Executive Director, Lower Churchill Project Oversight Committee. We are still drafting the Schedule A referenced in the document but I wanted you to be able to review the contract and advise of any questions or concerns. I should be able to provide the outline of the role early next week.

I did leave a message for you today but perhaps once you review, we can chat on Monday and discuss any concerns. We will look to announce your move to Cabinet Secretariat early next week as we have not shared the information with our staff to date. Please contact me or Renee Tinkov, HR Consultant, 729-5201, with any questions or concerns. I look forward to meeting and working with you.

Cindy

Cindy Hussey
Assistant Deputy Clerk
of the Executive Council
Phone: (709) 729-1118
Fax: (709) 729-5218
4th Floor, East Block
Confederation Building
P.O. Box 8700
St. John's, NL
A1B 4J6

CONTRACT OF EMPLOYMENT

THIS AGREEMENT made at St. John's in the Province of Newfoundland and Labrador this 12th day of May 2014.

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

AND **Craig Martin** of Mount Pearl, 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 Contractual Employee has accepted the appointment as Executive Director (Lower Churchill Project Oversight Committee). This appointment shall be entitled to any additional benefits that may be approved from time to time for Executive Employees.
- 1.2 The Contractual Employee shall report to the Clerk of the Executive Council and carry out the duties assigned by the Clerk and further outlined in the attached Schedule "A".
- 1.3 The term of this Agreement shall be from May 12, 2014 to March 31, 2015 until the expiration of the said term 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 sixteen thousand, and ninety-two dollars (\$116,092) 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. 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 of the Clerk 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 30 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 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 Clerk 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

- 10.1 The Clerk may terminate this Agreement at any time, without notice, for cause. "Cause" means the Employee has wilfully refused to obey a lawful instruction of the Clerk, or has committed misconduct or been so neglectful of duty that the interest of the Clerk is adversely affected thereby, or that the Employee has otherwise been in breach of a provision of this Agreement.
- 10.2 This Agreement may be terminated by either party at any time without cause upon thirty (30) calendar days notice, in writing to the other party.
- 10.3 The Term of this Agreement shall be considered "*continuous service*" for the purpose of calculating leave benefits, retiring pay or severance pay. Severance benefits accruing as a result of this contract and previous employment shall be in accordance with the Human Resource Policies applicable to employees upon termination.
- 10.4 Upon termination of this contract, the Employee shall be entitled to return to his previous position, subject to any requisite notice periods, if applicable. Any increase in salary or benefits attributed to the Employee's permanent position during the Term of this Agreement will continue upon return to his position.
- 10.5 The address for notices of termination shall be:

For the Clerk:

Ms. Julia Mullaley
Clerk of the Executive Council
Government of Newfoundland and Labrador
St. John's, Newfoundland and Labrador
A1B 4J6

For the Contractual Employee:

Mr. Craig Martin
26 First Street
Mount Pearl, NL
A1N 1X8

11. **AGREEMENT**

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

11.2 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.

12. **ASSIGNMENT**

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

13. **APPLICABLE LAW**

13.1 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**

WITNESS

JULIA MULLALEY

WITNESS

CRAIG MARTIN

“SCHEDULE A”

Executive Director – Muskrat Falls Committee

Background

Responsibilities

Specifically, the Executive Director will: