

CONTRACT OF EMPLOYMENT

THIS AGREEMENT made at St. John's in the Province of Newfoundland and Labrador this 21st day of April 2020.

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

AND **Paul Mills of St. John's, 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. SERVICES

- 1.1 The Contractual Employee has accepted the position of Special Advisor (Economic Recovery).
- 1.2 The Contractual Employee shall report to the Clerk and carry out the duties assigned by the Clerk including those outlined in the attached Appendix "A" – Scope of Work.
- 1.3 The term of this Agreement shall be from the 21st day of April 2020 to the 30th day of September 2020, or until termination pursuant to this Agreement.

2. PAYMENT

- 2.1 The Employer shall pay to the Contractual Employee during the Term of this Agreement one hundred and fifty thousand dollars (\$150,000) per annum. The per annum salary will be paid every two weeks, on Wednesday or such other day as the Employer may designate, in equal instalments.
- 2.2 The following deductions shall be made from the payments pursuant to Clause 2.1:
 - (a) Income Tax;
 - (b) Canada Pension Plan;
 - (c) Employment Insurance; and
 - (d) any other deductions required by law,

- 2.3 Subject to Clause 3.1 and 8.1(a), 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 Employer shall reimburse the Contractual Employee, the applicable rates for travel expenses incurred by the Contractual Employee in the performance of his duties.

4. **OTHER BENEFITS**

- 4.1 The Contractual Employee shall not participate in and contribute to the Group Health Insurance or the Pension plan applicable to employees of the Government of Newfoundland and Labrador.

5. **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 5.1 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 Employer.
- 5.2 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.
- 5.3 All information or data produced by the Contractual Employee in the performance of this Agreement shall be and remain the property of the Employer.

6. **CONFLICT OF INTEREST**

- 6.1 The Contractual Employee hereby confirms that he is not currently subject to any activity or interest which would be in conflict with his employment pursuant to the terms of this Agreement and the *Conflict of Interest Act, 1995* and will not, during the Term of this Agreement, engage in any activity that would put him in any such conflict. The Contractual Employee shall, upon proposing to undertake an activity or interest that may contravene the *Conflict of Interest Act, 1995*, or upon becoming aware that an activity already undertaken may contravene the Conflict of Interest Act 1995, disclose in writing full particulars of the activity to the Minister as required

by that Act. The Contractual Employee shall comply with the provisions of the *Conflict of Interest Act, 1995*, as may be amended. The Contractual Employee shall not hold any office or position or engage in any business that is incompatible, as determined by the Employer, with his duties and responsibilities under this Agreement.

7. TERMINATION

- 7.1 The Employer may terminate this Agreement at any time, without notice, for cause.
- 7.2 If this Agreement is terminated for cause, the Employer shall not make any payment to the Contractual Employee as a consequence of or in compensation for the termination except for the amount payable under clause 2.1, 3.1 and 8.1(a).
- 7.3 This Agreement may be terminated by either party upon fourteen (14) calendar days notice in writing to the other party.
- 7.4 Upon termination of this Agreement by either party in accordance with 7.3, the Contractual Employee shall be entitled to payment for the amount payable under Clause 2.1, 3.1 and 8.1(a).
- 7.5 The Contractual Employee agrees that benefits paid to him in accordance with the Agreement are in full and final satisfaction of all payments to which he is entitled from all sources. The Contractual Employee expressly waives any right or entitlement, at law or equity, to any notice or pay in lieu of notice, or any other amount of salary or benefits that may be payable as a result of the termination of employment, including any benefits in the Human Resources Policy Manual and the Personnel Policies and Procedures Manual issued by Treasury Board, other than as specifically prescribed by this Agreement.
- 7.6 The address for notices of termination shall be:

For the Employer:

Ms. Elizabeth Day
Clerk of the Executive Council
Government of Newfoundland and Labrador
P.O. Box 8700
St. John's, Newfoundland and Labrador
A1B 4J6

For The Contractual Employee:

Mr. Paul Mills


- 7.7 The notices of termination given to either party must be delivered by registered mail to the party's address last known to the other party and will be deemed to be received on the date of receipt to that address.

8. LEAVE

- 8.1 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, the Contractual Employee shall be entitled to:

(a) Paid leave to be accumulated at the rate of 2.08 days per month (25 days per fiscal year); and

(b) Paid holidays on those days designated as holidays for employees of the Government of Newfoundland and Labrador under Human Resource Policy.

9. INJURY ON DUTY

- 9.1 If the Contractual Employee is injured while carrying out the duties and responsibilities described in Clause 1.2, the Contractual Employee shall receive any compensation due in accordance with the *Workplace Health, Safety and Compensation Act*, RSNL 1990 c.W-11.

10. AGREEMENT

- 10.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or arrangements, written or oral, relating to this Agreement.
- 10.2 If at any time during the term of this Agreement, the parties deem it necessary or expedient to make any alteration 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.

- 10.3 The Contractual Employee agrees that he is aware of and agrees to be bound by the terms of the Employer's policies and such amendments as the Employer may enact. The Parties agree that in the event of any conflict between this Agreement and the Employer's policies, this Agreement shall prevail.

11. **ASSIGNMENT**

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

12. **APPLICABLE LAW**


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

13. **TERM OF THE AGREEMENT**

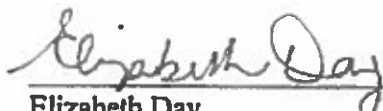
- 13.1 The Agreement will expire on the 30th day of September, 2020 and may be extended upon mutual consent of the parties hereto.
- 13.2 Provided this Agreement has not been earlier terminated under clause 7, the Contractual Employee hereby agrees, confirms and acknowledges that the expiry of this Agreement is not and shall not be considered to be a termination of employment of any kind whatsoever and further that the Employer's execution of this Agreement does not constitute any form of representation, implied or otherwise, with respect to the availability of future employment, including without limitation, contractual renewal.

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



Elizabeth Day
Clerk of the Executive Council



Witness



Paul Mills
Contractual Employee

Appendix "A" – Scope of Work Special Advisor – Economic Recovery

The Covid-19 pandemic outbreak has had a devastating effect on the international economy, Canada's national economy and the NL economy. Beyond the immediate effects, there may be permanent downward shifts in the demand curve for many commodities and services. The ways in which business is conducted, products are manufactured and distributed and how the international supply chain functions will be altered, potentially on a long-term structural basis. International trade agreements may be at risk, as many jurisdictions move to implement protectionist measures. The accumulation of these impacts would pose a particular challenge for Newfoundland and Labrador, given its high dependence on inter-provincial trade and international exports. From a NL perspective, this crisis is layered on top of existing concerns about the Government's fiscal circumstances and a continued erosion in oil prices.

As part of the Government of NL's overall strategy to assist businesses in coping with this economic crisis, both in terms of mitigating short-term impacts and strategically positioning the Province for long-term economic growth.

The staffing resources required to assist the Special Advisor will be determined. The Special Advisor will provide advice to Executive Council in the following areas:

1. Conduct a baseline analysis of the all sector strategies outlined in the Way Forward suite of policies and programs to determine their relevance and adequacy in mitigating Covid-19 impacts on the economy.
2. Examine the practices adopted by other jurisdictions in business resumption planning and policies. Also, best practices in near term economic development and diversification.
3. Recommend possible models for the formation of a business advisory committee or task force to assist government in managing the stabilization and return to growth of the provincial economy. This would include membership, mandate, operating parameters, etc. The Special Advisor would advise the chair of this committee, on an ongoing basis, in regard to agenda, policy development, research, etc. More than one committee may be required.
4. The Special Advisor would also liaise with industry leaders, industry associations, academia and NGOs with a view to determining the precise nature of Covid-19 economic impacts and recommended actions for Government.
5. The Special Advisor would work with Executive Council and Deputy Ministers, particularly in economic departments to develop a consistent, whole of Government strategy to mitigate the Covid-19 economic impacts.

6. Review the proposed Federal Stimulus programming to determine its applicability to the NL economic circumstance. Advise the Executive Council in terms of measures to maximize benefits from this programming.
7. Given the high number of Newfoundland and Labrador workers who are employed in other jurisdictions both nationally and internationally, and their contribution to the provincial economy, the Special Advisor will research and recommend measures to ensure these individuals can continue to commute to work safely and efficiently.
8. Pursue other assigned duties as identified by the Clerk of the Executive Council.