

THIS EMPLOYMENT AGREEMENT made the 17th day of October, 2018

BETWEEN:

DALHOUSIE UNIVERSITY, a body corporate and politic, (the "University").

- and -

PETER MACKINNON, OC QC (the "Interim President and Vice Chancellor")

WHEREAS

- A. The current President and Vice Chancellor of the University has a term that concludes on December 31, 2018,
- B. The University is actively recruiting to fill the role of President and Vice Chancellor, but it is unlikely that recruitment efforts will conclude prior to the end of the current President and Vice Chancellor's term, and
- C. The Interim President and Vice Chancellor has undertaken to fill the role of President and Vice Chancellor of the University on the terms and conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the University and the Interim President and Vice Chancellor covenant and agree as follows:

1. **TERM**

- 1.1 The appointment as Interim President and Vice Chancellor of the University shall be for a term commencing on January 15, 2019 and concluding on June 30, 2019 (the "Term"), unless terminated earlier in accordance with the provisions of this Agreement.
- 1.2 The Term may be extended by mutual agreement of the University and the Interim President and Vice Chancellor for a period not to exceed an additional six months. Should the University wish to extend the term of the Agreement, notice shall be provided to the Interim President and Vice Chancellor as early as possible, but no later than April 30, 2019.
- 1.3 The Interim President and Vice Chancellor warrants that he has the skill, ability and qualifications to perform the duties of Interim President and Vice Chancellor of the University. Furthermore, the Interim President and Vice Chancellor warrants that the personal information provided to the University about his experience and qualification is accurate.

2. **DEVOTE FULL TIME TO POSITION**

2.1 The Interim President and Vice Chancellor agrees with the University that he will diligently and faithfully perform the functions and duties conferred on or assigned to him by the Board of Governors of the University. The Interim President and Vice Chancellor shall devote full time to the position of Interim President and Vice Chancellor and as such exercise such powers and carry out those duties as is incumbent upon one in such office so to do.

2.2 The Interim President and Vice Chancellor shall not accept any other employment or remuneration appointment to an agency, board or organization external to the University without the prior approval of the Chair of the Board of Governors.

2.3 The Interim President and Vice Chancellor shall be bound by and shall faithfully observe and abide by all rules and regulations of the University from time to time in force which are brought to his notice or of which he should reasonably be aware.

3. **REMUNERATION**

3.1 The Interim President and Vice Chancellor will receive \$30,000 per month for the Term. The Interim President and Vice Chancellor's monthly income for January 2019 will be prorated to reflect a start date of January 15, 2019.

3.2 The Board Chair and the Chair of the Human Resources Committee of the Board of Governors shall review the Interim President and Vice Chancellor's performance and effectiveness on an as needed basis and the Chair of the Board shall meet with the Interim President and Vice Chancellor as needed to discuss with the Interim President and Vice Chancellor any feedback or recommendations.

4. **BENEFITS**

4.1 The Interim President and Vice Chancellor shall be provided with such insurance and other benefits as are more fully described in Schedule "A" hereto, subject to eligibility conditions under the terms of the University's contract with benefits providers.

5. **EXPENSES**

5.1 The Interim President and Vice Chancellor shall be reimbursed in accordance with the University's policies for reasonable and necessary expenses incurred in connection with the fulfillment of his role as Interim President and Vice Chancellor. These shall include reasonable entertainment expenses. Expenses shall only be reimbursed upon presentation of qualifying receipts. Such expenses are subject to the final approval of the Chair of the Board of Governors or his/her designate.

- 5.2 The Interim President and Vice Chancellor shall be reimbursed for all reasonable travel expenses actually and properly incurred by him and his spouse in connection with his duties as Interim President and Vice Chancellor. Expenses shall only be reimbursed upon presentation of qualifying receipts.
- 5.3 The Interim President and Vice Chancellor shall be reimbursed for reasonable expenses associated with personal return travel to Canmore, Alberta one time each month during the Term. Expenses shall only be reimbursed upon presentation of qualifying receipts.
- 5.4 The University will pay reasonable costs of the Interim President and Vice Chancellor's move from Canmore to Halifax at the beginning of his appointment and from Halifax to Canmore upon its conclusion. It is understood that the Interim President and Vice Chancellor will bring with him only clothes and personal effects. Expenses shall only be reimbursed upon presentation of qualifying receipts.
- 5.5 The University shall provide the Interim President and Vice Chancellor, during the Term, with the use of the President and Vice Chancellor's Residence. The University shall provide for the cost of all utilities (including telephone service and internet access), property insurance, housekeeping, maintenance and upkeep, furnishing and other operating costs of the Interim President and Vice Chancellor's residence. The Interim President and Vice Chancellor shall be responsible for any personal expenditures such as personal food and incidentals. The Interim President and Vice Chancellor shall also be responsible for maintaining insurance on his personal property at the President and Vice Chancellor's residence. It is acknowledged by the Interim President and Vice Chancellor that Canada Revenue Agency shall consider this to be a taxable benefit.

6. **AUTOMOBILE**

- 6.1 The Interim President and Vice Chancellor shall receive a car allowance of \$1,200 per month.
- 6.2 The above amount includes both lease payments and operating costs for the Interim President and Vice Chancellor's vehicle, including insurance, maintenance, gas and oil. It is acknowledged by the Interim President and Vice Chancellor that Canada Revenue Agency shall consider the lease payment to be a taxable benefit.

7. **VACATION**

- 7.1 The Interim President and Vice Chancellor shall be entitled to a vacation period equal to fifteen (15) working days during the Term in addition to statutory and University holidays.

8. **TERMINATION**

- 8.1 The Interim President and Vice Chancellor may terminate his employment, at any time during the Term, by providing two (2) months' written notice to the University.

8.2 The University may terminate the employment of the Interim President and Vice Chancellor at any time without just cause by providing the Interim President and Vice Chancellor with two (2) months' notice

8.3 The notice provided by the University pursuant to Article 8.2 may be working notice, pay in lieu of notice (less statutory deductions and less any income earned by the Interim President and Vice Chancellor during the notice period) or any combination thereof, at the University's option.

8.4 The payments provided to the Interim President and Vice Chancellor pursuant to Article 8.2 are provided inclusive of the Interim President and Vice Chancellor's entitlement to reasonable notice, pay in lieu of notice, termination pay under the *Labour Standards Code* or at common law.

8.5 The Interim President and Vice Chancellor's short term disability coverage shall end on the last day that the Interim President and Vice Chancellor is actually at work prior to the termination of his employment, for whatever reason.

8.6 It is agreed that the above provisions relating to termination without just cause do not apply to any failure to renew this Agreement following the expiry of the Term.

9. **JUST CAUSE**

9.1 The University may dismiss the Interim President and Vice Chancellor for cause from the Office of Interim President and Vice Chancellor. Should the Interim President and Vice Chancellor be so dismissed, this Agreement shall be terminated, and the University shall thereupon be relieved from any further obligation thereunder.

10. **TECHNOLOGY**

10.1 Subject to the approval of the Chair of the Board of Governors, the University shall provide the Interim President and Vice Chancellor with required technological devices (including smart phone and laptop computer) for travel and home to perform his duties.

11. **CONFIDENTIALITY**

11.1 The Interim President and Vice Chancellor shall not, while employed by the University, nor thereafter, directly or indirectly, without the approval of the Board of Governors:

- (i) disclose or use, directly or indirectly, any secret or confidential information, knowledge or data of the University to the detriment of the University howsoever obtained;
- (ii) divulge to any person, firm or corporation any invention, process, technique, program, service of the University, or any other confidential information, patent application, copyright, trademark or trade secret

acquired as a result of his employment or in the course of his employment; or

- (iii) divulge to any person, firm or corporation any of the confidential financial affairs of the University.

12. **CONFLICT OF INTEREST**

12.1 For the purposes of identifying and avoiding actual and potential conflicts of interest, the Interim President and Vice Chancellor personally shall have a continuing obligation to comply with Policy on Conflict of Interest (as may be amended from time to time) and to disclose to the Board of Governors any personal assets, investments and commercial involvements, and those of his spouse, if known, that may raise concerns about actual and potential conflicts of interest and shall, at least annually, provide a formal report to the Board of Governors.

13. **DISPUTE RESOLUTION**

13.1 In the event of any dispute or difference arising between the parties hereto as to the construction of this Agreement, or the rights, duties or obligations of either party hereunder, it shall be settled by way of reference to a single arbitrator and if the parties hereto cannot agree upon a single arbitrator, then such dispute shall be settled in accordance with the provisions of the *Commercial Arbitration Act* of Nova Scotia.

13.2 The parties hereto agree that exhaustion of the arbitration process shall be a condition precedent to civil litigation.

14. **HEADINGS**

14.1 The headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections of this Agreement nor in any way affect this Agreement.

15. **NOTICES**

15.1 All notices hereunder shall be in writing and served by e-mail, facsimile or overnight courier to the addresses shown below. Either party may change its address by written notice to the other party.

If to the University:

Chair of the Board of Governors
University Secretariat
Dalhousie University
Room 210, Second Floor

**If to the Interim President and
Vice Chancellor:**

[Insert Current Address]

Henry Hicks Academic
Administration Building
P.O. Box 15000
Halifax NS B3H 4R2
Facsimile: (902) 494-6668
E-mail: secretariat@dal.ca

16. **ENTIRE AGREEMENT**

16.1 This Agreement constitutes the entire understanding between the parties hereto with reference to the subject matter hereof, and this Agreement shall not be amended or modified in any respect except by written instrument signed by both Parties.

17. **APPLICABLE LAW**

17.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia, and the laws of Canada applicable therein.

18. **SEVERABILITY**

18.1 Any provision of this Agreement which is found to be wholly or partly unenforceable shall be severable from, and shall not affect the enforceability of, the balance of this Agreement.

19. **INDEMNIFICATION**

19.1 The Interim President and Vice Chancellor and his heirs, executors, administrators and estate shall at all times be indemnified and held harmless by the University against all costs, charges and expenses which he or they may sustain or incur in or in connection with any action, claim suit or proceeding brought in respect by any act, deed, matter or thing done or permitted by him in or about the execution of his duties as Interim President and Vice Chancellor, or alleged so to be, except such costs, charges and expenses which arise out of or are occasioned by his own bad faith conduct, willful default or neglect.

20. **SUCCESSORS AND ASSIGNS**

20.1 The Interim President and Vice Chancellor may not assign this Agreement without the written consent of the University.

20.2 The within Agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns.

SCHEDULE A
INSURED BENEFITS



YOUR BENEFITS
PROGRAM AT-A-GLANCE

This summary provides an overview of the main provisions of the group insurance program for Dalhousie University faculty employees. This program is governed by the official documents, such as the insurance contracts, as well as by applicable legislation. In the event of any inconsistency between this summary and the official documents, the latter will prevail.

HEALTH, TRAVEL AND DENTAL

Health care and travel	
Cost sharing	<ul style="list-style-type: none"> • 60% paid by Dalhousie • 40% paid by you
Reimbursement*	
<ul style="list-style-type: none"> • Prescription drugs <ul style="list-style-type: none"> - Tier 1 - Tier 2 - Limitations - Nicotine patches 	<p>100% after you pay dispensing fee 60%</p> <p>Lowest cost interchangeable drug 50%</p> <p>\$200 maximum per lifetime</p>
<ul style="list-style-type: none"> • Drug card 	Pay-direct
<ul style="list-style-type: none"> • Hospital care 	<p>100%</p> <p>Semi-private</p>
<ul style="list-style-type: none"> • Vision care <ul style="list-style-type: none"> - Eye examination, glasses and contacts 	<p>80%</p> <p>\$100 maximum per insured person every 24 months (12 months for children under age 19)</p>
<ul style="list-style-type: none"> • Paramedical services <ul style="list-style-type: none"> - Chiropractor, osteopath, podiatrist/chiroprapist, psychologist and physiotherapist 	<p>80%</p> <p>Combined maximum of \$500 per year</p>
<ul style="list-style-type: none"> • Private duty nursing 	<p>80% of first \$10,000</p> <p>50% of next \$10,000</p> <p>\$13,000 maximum per year</p>
<ul style="list-style-type: none"> • Medical supplies and prostheses 	80%
<ul style="list-style-type: none"> • Other eligible expenses <ul style="list-style-type: none"> - Accidental dental - Ambulance services - Hearing aids - Orthopedic shoes 	<p>80%</p> <p>Treatment within 6 months of accident</p> <p>To nearest hospital</p> <p>\$200 every 7 years</p> <p>\$160 per year</p>
<ul style="list-style-type: none"> • Emergency travel insurance 	<p>100%</p> <p>First 180 days of trip</p>
<ul style="list-style-type: none"> • Termination of coverage 	Upon retirement or termination of employment

* Expenses are reimbursed based on Medavie Blue Cross' assessment of reasonable and customary fees.

	Dental care
Cost sharing	<ul style="list-style-type: none"> ◦ 50% paid by Dalhousie ◦ 50% paid by you
Reimbursement	
◦ Basic care	
– Diagnostic and preventative care (e.g., cleaning and scaling of teeth)	100%
– Periodontal and endodontic care (e.g., gum treatments, root canal therapy, fillings)	90%
◦ Major care (e.g., removable dentures, crowns and bridges)	70%
◦ Orthodontic care (employee, spouse and children between ages 6 and 18)	\$1,000 maximum per year
◦ Recall examination	50%
◦ Dental fee guide*	\$3,000 lifetime maximum
◦ Termination of coverage	Once per year
	Current year
	Upon retirement or termination of employment

* The dental fee guide is published each year by the dental association of your province, and is used by your dentist as a reference for setting the costs for dental treatments.

HEALTH SPENDING ACCOUNT (HSA)	
How it works	Allows you to pay certain health and dental expenses not reimbursed by the program or by any other plan, such as: <ul style="list-style-type: none"> ◦ dispensing fees, ◦ expenses that exceed plan limits, and ◦ other expenses not covered under the health or dental plans, such as massage therapy and acupuncture, plus any expenses approved in the <i>Income Tax Act</i>. For a complete list of these expenses, refer to the Canada Revenue Agency website: www.cra-arc.gc.ca
Funding	Each July 1 you will receive your annual allocation of HSA credits
Eligibility	You, your spouse, and anyone listed as a dependent on your income tax return
Carry-over of leftover credits	<ul style="list-style-type: none"> ◦ Leftover credits within a given year can be carried over to the following year ◦ If you do not use this balance the following year, legislation stipulates that you lose it. <p>Note: Expenses incurred in one benefit year (July 1 to June 30) cannot be paid with credits received in the following benefit year</p>
Tax considerations	The HSA is tax-exempt in all Canadian provinces (except Quebec).