

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made effective the 11th day of April, 2020

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
AS REPRESENTED BY THE MINISTER OF ENVIRONMENT AND PARKS
(the "Employer")

- and -

L. PAGE STUART
(the "Employee")

WHEREAS:

The Employer has the authority to employ an individual as part-time Board Member of the Natural Resources Conservation Board (the "Agency");

The Employee is a "designated executive" pursuant to the *Reform of Agencies, Boards and Commissions Compensation Act* ("RABCCA"); and

The Employer and the Employee have agreed to enter into a fixed term employment agreement, which replaces any and all previous agreements between the parties.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Employer and the Employee agree as follows:

1. POSITION & TERM

- 1.1. The Employer will employ the Employee in the position of part-time Board Member of the Natural Resources Conservation Board (the "Position") and the Employee will perform the duties of the Position on an eighty percent (80%) part-time basis.
- 1.2. The Employee will report to the Chair of the Natural Resources Conservation Board (the "Chair").
- 1.3. Pursuant to section 13 of the *Natural Resources Conservation Board Act*, the Employee has been reappointed by the Lieutenant Governor in Council to the Position and designated as a part-time member of the Agency pursuant to Order in Council 074/2020, which is attached as Schedule A to this Agreement.
- 1.4. Employment will start on April 11, 2020 and will continue until the end of the day on

April 10, 2023 (the “**Term**”), unless terminated earlier in accordance with this Agreement. This Agreement is for a fixed term and will not be combined with any prior employment agreements between the Employer and the Employee to create a contract of indefinite duration.

2. CONDUCT

- 2.1. The Employee will perform the duties of the Position and all additional duties as directed by the Employer from time to time (collectively, the “**Duties**”). The Employee will perform and discharge the Employee’s Duties in a manner that is in the best interests of the Agency and in accordance with its objectives as determined by the Chair.
- 2.2. The Employee agrees to devote the Employee’s full attention and energy to the performance of the Duties and to perform the Duties faithfully, diligently and to the best of the Employee’s abilities. The Employee will not be involved in any appointment, business, undertaking or employment other than the employment under this Agreement (“**Concurrent Employment**”) except with the prior written approval of the Employer. The Employer reserves the right to revoke approval for Concurrent Employment in its sole discretion.
- 2.3. The Employee agrees to comply with Codes of Conduct established by the Employer and the Agency, and any Supplemental Code of Conduct, as amended from time to time, all applicable legislation, and all other directives, guidelines, rules and policies of the Employer and Agency respecting the performance of the Duties and the conduct of employees generally, including but not limited to rules governing conflicts of interest and restrictions on Concurrent Employment.
- 2.4. The Employee acknowledges that during the Term, the Agency will be subject to provisions of the *Conflicts of Interest Act*. The Employee will comply with all applicable restrictions and obligations outlined in the *Conflicts of Interest Act* and any related regulations, directives, and guidelines, including but not limited to restrictions on furthering private interests and using influence or insider information, as well as obligations concerning the disclosure of real or apparent conflicts of interest.

3. COMPENSATION

- 3.1. The Employee will be paid an annual base salary of \$104,108.00 in semi-monthly payments of \$4,337.83 (the “**Base Salary**”) less required deductions and withholdings, payable in accordance with the Agency’s regular payroll services.
- 3.2. Subject to the prior written approval of the Deputy Minister of Environment and Parks, the Employee may, from time to time, temporarily perform the Duties on a full-time basis for a period specified by the Deputy Minister not exceeding ninety (90) consecutive days. During this period, the Employee will receive an additional semi-monthly salary of \$1,084.46 (the “**Additional Salary**”), prorated as necessary and less required deductions and withholdings, payable in accordance with the Agency’s regular payroll services. Upon the conclusion of the period specified by the Deputy Minister, and without further notice to the Employee, the Employee will resume working eighty percent (80%) of full-time employment and will be paid the Base Salary.

- 3.3. The Base Salary and Additional Salary are subject to review and adjustment during the Term, in accordance with any policies issued by the Employer, and in a manner that is consistent with RABCCA, the *Reform of Agencies, Boards and Commissions Compensation Regulation* (the “**Regulation**”) and any related amendments, directives and guidelines.

4. NO OTHER RIGHTS OR BENEFITS

- 4.1. The Employee will not be entitled to any of the rights or benefits afforded to employees of the Public Service of Alberta or the Agency, except as provided in this Agreement.

5. BENEFITS

- 5.1. The Employee is eligible for the following benefits and, with the exception of vacation and vacation supplement earning rates, the rules and requirements of the *Public Service Employment Regulation* will govern eligibility and entitlement:

- 5.1.1. Paid annual vacation leave of sixteen (16) days and vacation supplement of four (4) days
- 5.1.2. Paid holidays and special leave
- 5.1.3. Casual and general illness
- 5.1.4. Approved leaves of absence
- 5.1.5. Christmas Closure.

All benefits will be based on the Employee working eighty percent (80%) of full-time employment and receiving the Base Salary, as defined in Clause 3.1.

- 5.2. The Employee may continue to participate in the benefits program maintained by the Agency through Sun Life Assurance Company of Canada in accordance with the formal plan documents and applicable policies. All eligibility and coverage issues relating to this program will be determined by the administrator of the program. Neither the Employer nor the Agency will have any liability in respect of eligibility or coverage decisions. The Agency will have the right to make changes to this program or obtain different coverage without providing the Employee with prior reasonable notice.
- 5.3. The Employer will provide the Employee with a reserved parking stall which will be treated as a taxable benefit at current market value.

6. RETIREMENT BENEFITS

- 6.1. In lieu of participation in the Management Employees Pension Plan, the Employee will receive payment equal to 13.20% of the Base Salary, as defined in Clause 3.1.
- 6.2. Payment will be paid to the Employee at the end of each semi-monthly period during the Term or prorated portion thereof should the period of commencement or termination require this, and paid less any and all deductions required to be made by law.

7. EXPENSES

- 7.1. The Employee may be reimbursed for reasonable expenses incurred while performing the Duties. Reimbursement of expenses will be in accordance with the Treasury Board

Travel, Meal and Hospitality Expenses Directive (with the exception of section 3(2) of the Directive) and the *Public Service Relocation and Employment Expenses Regulation*. Such expenses are subject to the Treasury Board *Public Disclosure of Travel and Expenses Directive*.

8. TERMINATION FOR JUST CAUSE

- 8.1. The Employer may terminate this Agreement at any time without notice for just cause. For the purposes of this Agreement, "just cause" includes but is not limited to: theft; fraud; dishonesty, failure to disclose requested information, breach of fiduciary duties, conduct contrary to or in breach of any obligation under Clause 2 - Conduct, Clause 12 - Notification of Criminal Charge, or Clause 15 - Confidential Information; or any matter that would constitute just cause for termination of employment at common law ("**Just Cause**").
- 8.2. In the event of termination for Just Cause, no notice or pay in lieu of notice will be provided to the Employee.

9. TERMINATION WITHOUT JUST CAUSE

- 9.1. The Employer may terminate this Agreement at any time without Just Cause by giving written notice to the Employee. The Employee will receive four (4) weeks' written notice for each full year of continuous service, calculated in accordance with section 7 of the Regulation, to a maximum of fifty-two (52) weeks (the "**Notice Period**").
- 9.2. In lieu of notice, the Employer may, in its sole discretion, pay the Employee an amount equal to the Base Salary, as defined in Clause 3.1, for the Notice Period or provide a combination of notice and payment in lieu of notice.
- 9.3. Where the Employer is providing payment in lieu of notice to the Employee, the Employer will pay an additional amount equal to the cost to the Employer for the benefits the Employee was receiving before termination to a maximum of sixteen percent (16%) of the amount paid in lieu of notice in accordance with section 7(2)(b) of the Regulation.
- 9.4. Upon receipt of notice, payment in lieu of notice, or any combination of notice and payment in lieu of notice, the Employee agrees to sign a restrictive agreement and release that includes at least the following terms in substantially the same form as below:
 - 9.4.1. If, during the Notice Period, the Employee is employed or retained, directly or indirectly, on a fee for service basis by the Crown; a public agency as defined in RABCCA; or an entity where such employment or contractual arrangement is in violation of the *Conflicts of Interest Act*, then the Employee will repay the Employer forthwith at the completion of the Notice Period a portion of the amount paid pursuant to Clause 9 of the Agreement equal to the gross compensation paid by the Crown, public agency, or other entity during the Notice Period, in addition to any fine imposed or restitution ordered under the *Conflicts of Interest Act*.
 - 9.4.2. The Employee agrees that the conditions in this restrictive agreement and

release are reasonable and agrees to accept the notice, or payment in lieu of notice, or any combination thereof in full satisfaction of any claims or actions, including any complaints under the *Employment Standards Code* or the *Alberta Human Rights Act* that the Employee may have arising out the employment under or termination of the Agreement and the Employee expressly agrees not to make any claims, file any complaints or commence an action for any amounts beyond the amounts set out in this restrictive agreement and release .

- 9.5. The common law duty to mitigate the loss of employment will apply and the Employee agrees to make good faith efforts to mitigate any loss of employment. Should the Employee be successful in mitigating the loss of employment, it may reduce the Employer's liability for terminating employment under this Clause 9.

10. TERMINATION BY EMPLOYEE

- 10.1. The Employee may terminate this Agreement by providing at least eight (8) weeks' written notice to the Employer. If the Employee gives notice in accordance with this Clause, the Employer reserves the right to waive all or part of the notice provided by the Employee, in which case the Employee will be paid the Base Salary during the waived period.
- 10.2. This Agreement will automatically end on the death of the Employee and no notice or pay in lieu of notice will apply.

11. NEW AGREEMENT

- 11.1. The Employer will provide the Employee with eight (8) weeks' notice prior to the end of the Term regarding its intentions to reappoint the Employee to the Position. In the event the Employee is reappointed to the Position, the Employee will be subject to a new agreement.

12. NOTIFICATION OF CRIMINAL CHARGE

- 12.1. The Employee will immediately notify to the Employer if the Employee is charged with any offence under the *Criminal Code* (Canada) or the *Controlled Drugs and Substances Act* (Canada) or charged with an offence under provincial or municipal legislation.

13. EMPLOYER POLICIES AND PROCEDURES

- 13.1. The Employee will be subject to the policies and procedures of the Employer and the Agency, currently in place or as may be established from time to time, except to the extent of any conflict with the provisions of this Agreement. In the event of a conflict between this Agreement and the policies and procedures of the Employer or Agency, this Agreement governs.

14. MATERIALS

- 14.1. All documents, records, manuals, software, and other materials pertaining to or used in connection with the business of the Agency, other than publicly available materials, (the "**Materials**") that come into the Employee's possession or control during the Employee's employment will, at all times, be and remain the property of the Employer.

- 14.2. The Employee will not make copies or reproductions of the Materials for the Employee's own use, or for the use of a third party. Upon termination or expiry of this Agreement, or upon request of the Employer, the Employee will immediately return all Materials to the Employer.

15. CONFIDENTIAL INFORMATION

- 15.1. Confidential information includes any information, whether in writing or not, that is not generally known to the public, and which could, if used or disclosed, cause damage, embarrassment, loss of reputation, or other harm to the Employer ("**Confidential Information**"). Confidential Information includes any information acquired, developed or produced by the Employee in connection with the performance of the Duties under this Agreement or any prior employment agreement with the Employer. The Employee will not use or disclose any Confidential Information unless specifically approved by the Employer or expressly permitted or required by law.
- 15.2. This duty not to disclose Confidential Information is in addition to the common law duty of confidentiality.
- 15.3. The Employee acknowledges and agrees that the Employee's obligations of confidentiality owed to the Employer will survive the termination of this Agreement.

16. OWNERSHIP OF INTELLECTUAL PROPERTY

- 16.1. Intellectual property means any work, information, records or materials, regardless of form, and all intellectual property rights therein, including copyright, patents, patent applications, industrial designs and trademarks that are developed, produced or acquired by the Employee in connection with the performance of the Duties (the "**Intellectual Property**"). All rights, title and interest in and to all Intellectual Property will belong solely to the Employer.
- 16.2. The Employee waives all moral rights in any copyrighted works authored or coauthored by the Employee in the performance of the Duties and the Employee's obligations under this Agreement. The Employee will execute a written waiver of moral rights in any copyrighted works authored or coauthored by the Employee immediately upon the request of the Employer.
- 16.3. The Employee will execute such assignment and other documents as are required by the Employer to transfer all right, title and interest in and to all Intellectual Property to the Employer. In the event that the Employee fails to execute such assignment and other documents within ten (10) business days after a written request from the Employer, the Employee appoints the Employer as the Employee's attorney to execute such assignment and other documents on behalf of the Employee.
- 16.4. The Employee will cooperate and render all assistance as may be reasonably requested by the Employer with respect to any applications, filings, or actions in relation to the Intellectual Property, including any applications for letters patent or for copyright or trademark registration, and any legal action or potential legal action that relates to the Intellectual Property. The Employer will reimburse the Employee for all reasonable expenses for such cooperation and assistance.

17. INJUNCTIVE RELIEF:

- 17.1. The Employee acknowledges the value of the Confidential Information to the Employer and the Agency. The Employee further acknowledges that any material breach or threatened breach of any of the provisions contained in Clause 15 by the Employee may cause material and irreparable harm to the Employer and/or the Agency that may not be reasonably or adequately compensated for by damages in an action at law.
- 17.2. The Employee therefore agrees that in the event of a breach or threatened breach of any of the provisions of Clause 15, the Employer shall be entitled to an injunction, in addition to any other remedies it may be entitled to at law and in equity.

18. NOTICE OF PUBLICATION:

- 18.1. The Employee agrees that this Agreement and any records and information created or collected pursuant to the Employee's employment (including but not limited to the Employee's name, classification, salary, benefits or employment responsibilities) may be disclosed by the Employer or the Agency. Decisions about disclosure are in the Employer's sole discretion and are subject to the law and any applicable policies of the Government of Alberta including, but not limited to, the *Public Sector Compensation Transparency Act*, and any related regulations, directives and guidelines.

19. ENTIRE AGREEMENT:

- 19.1. Subject to Clause 19.2, this Agreement, including any schedules, is the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements, negotiations or arrangements. There are no terms, conditions, commitments, representations or warranties except as contained in this Agreement.
- 19.2. The parties acknowledge and agree that there may be other enactments, administrative directives and Orders in Council that also impose rights, duties and obligations on the parties and that may be amended from time to time without notice to the Employee. In the event of a conflict between this Agreement and any enactments, administrative directives and Orders in Council, the enactments, administrative directives and Orders in Council govern.
- 19.3. Acts, regulations, directives, codes, policies, authorities and guidelines referred to in this Agreement, may be amended, repealed or replaced from time to time without notice to the Employee.

20. SURVIVAL OF TERMS:

- 20.1. Despite any other provision of this Agreement, those clauses which by their nature continue after the termination or expiration of this Agreement will continue after such termination or expiration, including:
- 20.1.1. Clause 2 Conduct
 - 20.1.2. Clause 9 Termination by Employer
 - 20.1.3. Clause 14 Materials
 - 20.1.4. Clause 15 Confidential Information
 - 20.1.5. Clause 16 Ownership of Intellectual Property

- 20.1.6. Clause 17 Injunctive Relief
- 20.1.7. Clause 18 Notice of Publication
- 20.1.8. Clause 22 Severability
- 20.1.9. Clause 23 Waiver

21. AMENDMENT:

- 21.1. The parties may by mutual agreement make written amendments to this Agreement.

22. SEVERABILITY:

- 22.1. If a term or condition of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, that term or condition is deemed to be severed and the remaining terms and conditions of this Agreement continue to operate.

23. WAIVER:

- 23.1. The failure of either party to enforce any provisions in this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce or compel strict compliance with every provision of this Agreement. Waiver by either party of any breach by the other party of any terms or conditions of this Agreement will not operate as a waiver of any other breach or default.

24. NOTICES, APPROVALS AND REQUESTS:

- 24.1. Notices, approvals and requests referred to in the Agreement will be in writing and, if under Clauses 8, 9, 10, 11, 12 and 15 will be personally delivered or sent by recorded mail to the Employer or Employee at the address provided below:

TO THE EMPLOYER:

Minister of Environment and Parks
Office of the Minister
208 Legislature Building
10800 – 97 Avenue
Edmonton, AB T5K 2B6
Email: AEP.Minister@gov.ab.ca

TO THE EMPLOYEE:

[REDACTED]
[REDACTED]
[REDACTED]

Email: Page.Stuart@nrbc.ca

and are deemed to have been given as follows:

24.1.1. If personally delivered, upon delivery; or

24.1.2. If by recorded mail, on the third day after mailing.

24.2. Notices, approvals and requests other than those listed in Clause 24.1 may be provided in accordance with Clause 24.1 or by email. If provided by email, notices approvals and requests are deemed to have been provided seventy-two (72) hours after the time of sending.

24.3. The contact information for notices, approvals and requests may be changed by notice to the other party in accordance with Clause 24.2.

25. JURISDICTION:

25.1. This Agreement will be interpreted in accordance with the laws in force in the Province of Alberta. The parties agree to submit to the jurisdiction of the courts of the Province of Alberta.

26. HEADINGS:

26.1. The clause headings in this Agreement have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this Agreement or any part of it.

27. SINGULAR/PLURAL:

27.1. In this Agreement words in the singular include the plural and words in the plural include the singular.

28. BINDING

28.1 This Agreement will be binding on and will enure to the benefit of the parties and their respective successors, assigns, heirs and legal representatives.

29. INDEPENDENT LEGAL ADVICE:

29.1. The Employee acknowledges and agrees that the Employee was advised by the Employer to obtain independent legal or other professional advice. By signing this Agreement, the Employee agrees the Employee had the opportunity to seek independent legal or professional advice and has either obtained such advice or has waived the right to obtain such advice.

[Remainder of page left intentionally blank]


EMPLOYMENT AGREEMENT – L. PAGE STUART

30. COUNTERPARTS:

30.1. This Agreement may be executed in counterparts, in which case the counterparts together constitute one agreement, and in which case communication of execution by emailed PDF will constitute delivery.

This Agreement is signed by the parties and is effective as of the date at the beginning of this Agreement.

**HER MAJESTY THE QUEEN IN RIGHT
OF ALBERTA**, as represented by the
Minister of Environment and Parks





Signature/
Beverly Yee

Name
Deputy Minister

Title
31 August 2020



Date


EMPLOYEE 


Signature
L. PAGE STUART

Name
APRIL 15, 2020

Date

WITNESS 


Signature


Name
APRIL 15 / 2020

Date

SCHEDULE A
ORDER IN COUNCIL

[See attached document]



Province of Alberta
Order in Council

O.C. 074/2020

MAR 17 2020

ORDER IN COUNCIL

Approved and ordered:

Lieutenant Governor
or
Administrator

The Lieutenant Governor in Council, effective April 11, 2020,

- 1 reappoints L. Page Stuart as a member and redesignates her as a part-time member of the Natural Resources Conservation Board for a term to expire on April 10, 2023;
- 2 rescinds Order in Council numbered O.C. 175/2017.

CHAIR

For information only

Recommended by: Minister of Environment and Parks

Authority: Natural Resources Conservation Board Act
(section 13)