

**CONTRACT OF PERSONAL EMPLOYMENT**

THIS AGREEMENT dated 30 day of June A.D., 2014

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA  
AS REPRESENTED BY THE DEPUTY MINISTER OF  
EXECUTIVE COUNCIL  
(hereinafter called the "Employer")**

- and -

**ROBERT A. PHILP  
OF THE CITY OF EDMONTON  
OF THE PROVINCE OF ALBERTA  
(hereinafter called the "Employee")**

**WHEREAS:**

1. The Employee desires to work for the Employer as Chief of the Commission and Tribunals of the Alberta Human Rights Commission; and
2. The Employer has agreed to employ the Employee as Chief of the Commission and Tribunals of the Alberta Human Rights Commission; and
3. The Employer and the Employee have agreed to enter into an Agreement setting out the terms of the employment relationship.

**It is agreed between the Employer and the Employee as follows:**

**POSITION**

1. The Employer shall employ the Employee in the position of Chief of the Commission and Tribunals of the Alberta Human Rights Commission; and the Employee shall perform those duties and shall assume such additional duties as may from time to time be prescribed by the Employer.

**TERM**

2. The Employee shall commence employment on July 1, 2014 and such employment shall terminate on June 30, 2017, unless sooner terminated as hereinafter set out. The Employer and Employee specifically agree that this Agreement is for a fixed term. This Agreement shall not be combined with any prior employment agreements between the Employee and the Employer to create a contract of indefinite duration.

## CONTRACT OF EMPLOYMENT – ROBERT A. PHILP

- REMUNERATION**
3. (a) The Employer shall pay the Employee a base bi-weekly salary of \$9,578.54, (which includes a 20% modifier) less any and all deductions required to be made by law or as authorized by the Employee.
- (b) The Employee's salary in 3 (a) above shall be reviewed and adjusted annually during the term in accordance with guidelines issued by Cabinet or designated Cabinet Committee for Senior Officials.
- (c) Should the Government of Alberta approve variable pay program for Senior Officials in a fiscal year, the Employee may be eligible to participate in that program, based on performance, provided that the employee is employed under this Agreement as of March 31<sup>st</sup> in that year. Any payment under this program is not pensionable. The Government of Alberta reserves the right to change or abolish any variable pay program.
- NO OTHER RIGHTS OR BENEFITS**
4. The Employee shall not be entitled to any of the rights or benefits afforded to employees of the Public Service of the Province of Alberta, except as provided in this Agreement.
- PENSION**
5. (a) The Employee shall be eligible to participate in the Management Employees Pension Plan (MEPP).
- (b) Should the Employee cease to be eligible to contribute to the MEPP no further compensation will be provided in lieu of this benefit.
- BENEFITS**
6. (a) The Employee shall be eligible for the following benefit plans (and equivalent Employer/Employee cost sharing arrangements) accorded to individuals appointed to positions pursuant to the Public Service Act on the Senior Officials' Pay Schedule (286/2013 as amended) and as described in the Public Service Employment Regulation.
- (b) The Employee is eligible for paid annual vacation leave of thirty (30) days' vacation each calendar year in addition to:
- (ii) Paid holidays and special leave, and
- (iii) Casual and General Illness.
- (c) The Employee shall be eligible for participation in the following components of the 1<sup>st</sup> Choice benefits program:

## CONTRACT OF EMPLOYMENT – ROBERT A. PHILP

- (i) Group Life Insurance Plan,
- (ii) Prescription Drug Plan,
- (iii) Extended Medical Plan,
- (iv) Dental Plan,
- (v) Health Spending Account.

The eligibility to claim benefits in accordance with the plan policies and governing documents shall be determined by the respective service provider and insurer.

- (d) The employee is eligible to five (5) days supplementary vacation per annum (or prorated portion thereof should the period of commencement or termination require this) as per established policy. Any accrued supplementary vacation entitlement not taken by the Employee at such termination shall be paid by the Employer to the Employee.
- (e) The Employee agrees to provide the Employee a benefit allowance. The Employee will receive a bi-weekly benefit allowance of \$104.00. This allowance is not pensionable and is subject to lawful tax withholdings.

### **AUTOMOBILE**

- 7. Subject to any applicable authorities, the Employer agrees to provide the Employee with an automobile in accordance with policy and practice applicable to senior executives on the Senior Officials' Pay Schedule. An Employee, who chooses to use their own vehicle, shall in lieu of the above, receive an additional bi-weekly allowance of \$306.51. This allowance is not pensionable.

### **TRAVEL AND SUBSISTENCE EXPENSES**

- 8. The Employee shall be entitled to reimbursement for travelling and subsistence expenses incurred in the course of travel authorized by the Employer or the Employer's duly authorized designate. The amount of reimbursement shall be as prescribed in the Alberta Treasury Board and Finance Travel, Meal and Hospitality Expense Directive.

### **TERMINATION BY EMPLOYER**

- 9. (a) The Employer reserves the right to terminate the employment of the Employee under this Agreement at any time without notice for just cause. Just cause includes, but is not restricted to, the following: theft, fraud, breach of any of the Codes or Directives set out in Clause 13, violation of the Official Oath, breach of fiduciary duties, failure to report a criminal charge as set out in Clause 16, and violation of the disclosure of trade knowledge in Clause 18.

## **CONTRACT OF EMPLOYMENT – ROBERT A. PHILP**

- (b) The Employer may terminate the employment of the Employee under this Agreement without reason or cause by giving in writing the greater of twenty-six (26) weeks' notice, or four (4) weeks' notice for each full year of continuous services with the Alberta Government to a maximum of seventy-eight (78) weeks.
- (c) Instead of written notice under Clause 9 (b), the Employer may pay an amount equal to the Employee's base salary for the period of notice, or may provide a combination of notice and base salary in lieu of notice. The Employee agrees that if he receives salary in lieu of notice, that he will sign a restrictive agreement that should the Employee become employed or retained directly or indirectly on a fee for service basis by

  - (i) a Department as defined in the Public Service Act;
  - (ii) a Provincial Agency as defined in the Financial Administration Act;
  - (iii) a Board or Agency as listed in Section 2 (5) of the Financial Administration Act; or
  - (iv) an entity where such employment or contractual arrangement is found to be in violation of the Alberta Public Service Post-Employment Restriction Regulation.

During the severance period, the Employee agrees to, in addition to any penalty imposed by the Alberta Public Service Post-Employment Restriction Regulation, repay the amount to the Employer, less any lawful deductions made at source, following completion of the period.

- (d) The Employee agrees that Clause 9 (b) and 9 (c) are reasonable and agrees to accept the notice or payment provided thereunder in full satisfaction of any claims, including under the Employment Standards Code, that the Employee may have arising out of his employment under this Agreement or the termination of this employment. The Employee undertakes not to make any claims for notice or pay in lieu beyond the amounts set out in those clauses.

**CONTRACT OF EMPLOYMENT – ROBERT A. PHILP**

**TERMINATION BY  
EMPLOYEE**

10. (a) The Employee may terminate employment under this Agreement by providing the Employer with at least eight (8) weeks prior written notice of termination.
- (b) All outstanding vacation and management supplement will be paid out pursuant to Clause 6 (a), 6(b) and 6 (c) unless otherwise agreed to by the Employer.
- (c) The Employer reserves the right to waive all or part of the notice given by the Employee, in which case the Employee will receive the amount of base salary he would have received during the waived period.
- (d) This Agreement will automatically terminate on the death of the Employee, in which case the Employee's estate will be paid all amounts earned to the date of his death, but no pay in lieu of notice will be provided.

**RENEWAL OF  
AGREEMENT**

11. (a) The Employer will give the Employee notice of twenty-six (26) weeks prior to the end of the term regarding intentions to renew or not renew.
- (b) If notice of intent not to renew is given, or no notice is given, pursuant to Clause 11 (a), and the Employer decides to terminate the Employee at any point during the remainder of the term, the Employer will provide the Employee with twenty-six (26) weeks of salary. Should pay in lieu of notice be provided under this clause, the Employee would be required to sign a restrictive agreement as referenced in Clause 9 (c). The provision of notice or pay in lieu pursuant to this clause expressly eliminates any obligation to provide notice or pay in lieu pursuant to Clause 9 (b) and 9 (c).

**NOTICE OF  
TERMINATION**

12. Notice of termination shall be in writing and shall be given personally or by prepaid registered letter addressed to the party for which intended at the address hereunder, or to such other address as may be substituted therefore from time to time, and if mailed, shall be deemed to be given forty-eight (48) hours after it is mailed:

**TO THE EMPLOYER AT:**

**TO THE EMPLOYEE AT:**

305 Legislature Building  
EDMONTON, Alberta T5K 2B6

## CONTRACT OF EMPLOYMENT – ROBERT A. PHILP

### CONDUCT

13. The Employee shall complete and file with the Ethics Commissioner disclosure statements regarding their assets, liabilities and financial interests of their spouse, each minor child and any private corporation controlled by any one or more of them, in a form approved by the Ethics Commissioner and in accordance with the requirements for disclosure statements.

The Employee agrees to comply with:

- (a) the Code of Conduct and Ethics for the Public Service of Alberta;
- (b) all other applicable Codes of Conduct or Directives relating to financial disclosure or conflict of interest established by the Employer;
- (c) all rules and regulations established from time to time by the Employer for the conduct of employees; and
- (d) The Alberta Public Service Post-Employment Restriction Regulation, or any successor legislation, once he ceases to be an employee under the terms of this contract.

### OATH/SECURITY SCREENING

14. (a) The Employee agrees to take and to subscribe to the Official Oath as set out in Section 20 of The Public Service Act.
- (b) In accordance with Government of Alberta Security Screening requirements, the Employee agrees to undertake the required security clearance procedures.

### NO OTHER SERVICE

15. (a) The Employee shall devote all of his time and give his best efforts to the discharge of his assigned duties.
- (b) The Employee shall not during the term of this agreement enter into the service of or be employed in any capacity or for any purpose whatsoever by any person, firm or corporation other than the Employer.
- (c) The Employee shall not during the said period of time be engaged in any business, enterprise or undertaking other than his employment as assigned under this agreement except with the prior written approval of the Employer and only for so long as such business, enterprise or undertaking does not conflict with the Employee's performance of his duties under this Agreement.

### NOTIFICATION OF CRIMINAL CHARGE

16. The Employee agrees to give immediate notice to the Employer if the Employee is charged with any offence under the Criminal Code of Canada and/or the Controlled Drugs and Substances Act or charged with an offence under provincial or municipal legislation.

## CONTRACT OF EMPLOYMENT – ROBERT A. PHILP

### PROPERTY OF EMPLOYER

17. All documents, electronic records, and other materials acquired or produced by the Employee in connection with the performance of this Agreement are the sole property of the Employer, and upon termination or expiry of this Agreement, the Employee will forthwith return all such materials to the Employer.

### CONFIDENTIAL INFORMATION AND/OR TRADE KNOWLEDGE

18. Any Confidential Information acquired or created by the Employee as a result of the performance of this Agreement, or any prior employment agreement with the Employer, shall not be used or disclosed unless release is specifically authorized by the Employer, and any benefits resulting from the development of such Confidential Information shall accrue to the Government of Alberta, and shall be held in trust by the Employee for the Government of Alberta.

### DISCLOSURE TO THE PUBLIC

19. The Employee acknowledges that this entire Agreement will be disclosed publicly in accordance with law, established policy and Treasury Board Directive No. 1/2014.

### THIS AGREEMENT REPRESENTS TOTAL AGREEMENT

20. This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreements between the parties. There are no conditions to this Agreement and there have been no representations or warranties made by the parties except as contained in this Agreement. However, the parties also understand and agree that there are other legislative or administrative provisions, policies, guidelines, directives, and Orders in Council (collectively referred to as “the collateral documents”), which also impose rights, duties and obligations on the parties. The parties hereby acknowledge that they will abide by all employment rights, duties and obligations found in the collateral documents.
21. The Parties may, with the prior approval of the Public Service Commissioner, from time to time and by mutual agreement, make written amendments to the terms of this Agreement.
22. Should any of the terms of this Agreement be held to be invalid or unenforceable, the remaining terms of the Agreement shall continue to operate.

**CONTRACT OF EMPLOYMENT – ROBERT A. PHILP**

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the day and year first above written.

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Witness

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HER MAJESTY THE QUEEN In Right Of Alberta As  
Represented By The Deputy Minister of Executive Council

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee – Robert A. Philp

Approved:

\_\_\_\_\_  
Public Service Commissioner