

27th Jan 2020 [Signature]

RECEIVED

JAN 27 2020

by Human Resources

THIS AGREEMENT made this 10th day of January 2020

BETWEEN:

SAINT MARY'S UNIVERSITY,

a body corporate, incorporated under the Saint Mary's University Act, 1970, of Halifax, Province of Nova Scotia (hereinafter called "the University")

and

DR. ROBERT SUMMERBY-MURRAY
of Halifax, Province of Nova Scotia
(hereinafter called "the President")

WHEREAS it is the desire of the University to re-appoint Dr. Robert Summerby-Murray as President and Vice-Chancellor of Saint Mary's University;

AND WHEREAS the President has undertaken to serve as President and Vice-Chancellor of Saint Mary's University on the terms and conditions set out in this Agreement;

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

1. TERM

1.1 Subject to the approval of the Board of Governors, the University shall appoint and the President shall accept an appointment as President and Vice-Chancellor of the University for a term of five (5) years commencing on July 1, 2020 and concluding on June 30, 2025 ("the Term") unless terminated earlier in accordance with the terms and conditions of this Agreement.

1.2 The Board of Governors may, in its sole discretion, decide to offer the President a renewal term on terms and conditions to be negotiated. If the Board of Governors intends to enter into discussions with the President regarding a renewal term, it shall advise the President in writing no later than June 30, 2024.

2. ADMINISTRATIVE LEAVE

2.1 The parties acknowledge that during his first five year appointment the President earned but did not take Administrative Leave in the amount of twelve (12) months. The parties agree that in addition to any Administrative Leave the President may earn pursuant to Article 2.2, the President is entitled to an Administrative Leave in the amount of twelve (12) months to be taken or paid out as set out in Article 2.

2.2 During the Term, the President shall accrue additional Administrative Leave at a rate equal to three (3) days per month for each actual month of completed service in the Term to a maximum of six (6) months.

2.3 The Administrative Leave referred to in Article 2.1 and the Administrative Leave accrued during the Term pursuant to Article 2.2, if taken, shall be taken consecutively upon completion of the Term or the date employment as President ends, and shall not be deferred.

2.4 As a condition of the Administrative Leave, the President will submit to the Chair, six (6) months prior to the leave, a proposal outlining the goal and objectives to be achieved during the leave period. The Chair and the President will agree on the goals and objectives during the period of the leave, which will include transitional support to the new President. The President shall be available on a reasonable basis during the Administrative Leave to advise the Board of Governors on significant issues affecting the University.

2.5 The President's remuneration during any Administrative Leave period shall be equal to his annual base salary during the term in which the Administrative Leave was earned. The twelve (12) months of Administrative Leave for the first appointment shall be paid based on an annual salary of \$300,000. The Administrative Leave earned during the Term shall be paid on the base annual salary in effect as of the earlier of the end of the Term or the date employment in the position of President ends.

2.6 The President shall be entitled to all benefits under this Agreement during any Administrative Leave.

2.7 If the President's employment in the position of President terminates for any reason prior to the completion of the Term, and the President elects not to enter the bargaining unit as per Art. 3.2 with the result that his employment with the University ends, the President shall be entitled to a lump sum payment equivalent to the Administrative Leave referred to in Article 2.5 in addition to any other entitlement set out in this Agreement.

2.8 Notwithstanding Art. 2.5, if the President's employment as President ends for any reason and he elects not to take the period of Administrative Leave to which he is entitled to under 2.1, 2.2, and 2.3 but to instead immediately enter the bargaining unit as per Art. 3.2, the amount paid to the President for the Administrative Leave shall be equivalent to the value of the Administrative Leave minus the President's salary as a professor for that period. The parties agree that the President shall not receive a lump-sum for Administrative Leave not taken plus a professorial salary for the period in which the Administrative Leave would have been taken.

3. PROFESSIONAL RANK

3.1 The parties confirm the President's appointment as Full Professor with Tenure in the Department of Geography and Environment, Faculty of Arts, effective July 1, 2015.

3.2 Upon completion of the Term or following termination of the President's employment pursuant to Article 12, if applicable, if the President elects he shall immediately enter the

Saint Mary's University Faculty Union bargaining unit under the President's July 1, 2015 appointment as Full Professor with Tenure, in the Faculty of Arts, Department of Geography, and shall be placed on the Faculty Salary Scale at the highest step for a Tenured Full Professor under the terms and conditions of employment applicable to full-time faculty members at that time. The President acknowledges that notwithstanding this provision, proceedings leading to the dismissal of his professorial position may be commenced only pursuant to the terms and conditions of the Collective Agreement in force between the University and Saint Mary's University Faculty Union the Collective Agreement or other applicable University regulations or policies.

4. FULL TIME COMMITMENT

4.1 Unless on Administrative Leave or vacation, the President shall dedicate his full time and attention to the role of President and shall diligently and faithfully perform the functions and duties conferred on or assigned to him by the Board of Governors of the University.

4.2 The President shall not accept any other employment for remuneration, appointment to an agency, board or organization external to the University without the prior approval of the President Performance and Compensation Committee of the Board of Governors of the University.

4.3 The President shall be bound by and shall faithfully observe and abide by all rules and regulations of the University in force from time to time.

5. REMUNERATION

5.1 The gross annual base salary of the President effective July 1, 2020 shall be Three Hundred and Forty Thousand Canadian dollars (\$340,000.00 CAD) and shall be subject to statutory deductions and remittances.

5.2 Effective July 1, 2021 and for any remaining years in the Term, the President's current base salary shall be adjusted by the same percentage awarded to members of the Administrative Professional Confidential (APC) Group during those years.

5.3 The President Performance and Compensation Committee of the Board of Governors shall review the President's performance and effectiveness on an annual basis and the Chair of the Board of Governors shall meet with the President to discuss the results of the performance review along with any comments or recommendations arising from this process. The President Performance and Compensation Committee of the Board of Governors shall consult with the President with respect the procedure to be followed with each annual review prior to undertaking each review.

5.4 The President Performance and Compensation Committee of the Board of Governors may, in its sole discretion, establish a President performance incentive program to reward exceptional performance on such terms and in such amounts as the Committee considers appropriate.

6. PENSION

6.1 The President shall participate in the University's Pension Plan, including the Supplementary Pension Plan, in accordance with the terms and conditions thereof and shall make the Regular Employee Contributions to the Plan as defined in the Plan. The University shall contribute the Employer Contributions as prescribed by the Pension Plan and Supplementary Pension Plan. Any Temporary Reduction in Contributions shall apply in accordance with the terms of the Plan.

7. BENEFITS

7.1 The President shall be entitled or required, as determined by University policy in effect from time to time, to participate in the benefit plans of the University including, without limitation, Pension, Long Term Disability ("LTD"), Life Insurance, EFAP, Critical Illness Insurance and extended health and dental benefits. The President acknowledges and agrees that such benefit plans may be changed at any time by the University at its sole discretion.

7.2 The President shall attend at an annual medical assessment known as a Comprehensive Health Assessment provided by Medcan Health Management Inc., Toronto, Ontario. This annual medical assessment is a requirement of employment and the expenses associated with attending will be paid by the University.

8. EXPENSES

8.1 The President shall be reimbursed in accordance with the University's policies for reasonable and necessary day-to-day expenses incurred fulfilling his role as President. Expenses shall be reimbursed upon presentation of appropriate written receipts, and such expenses shall first be subject to the approval of the University's Vice President Finance and Administration followed by approval of the Chair of the Board of Governors.

8.2 The President shall be reimbursed for all reasonable travel and entertainment expenses actually and properly incurred by him in connection with his duties as President. Reasonable expenses related to the hosting of University events at the President's home shall be reimbursed.

8.3 Air travel within North America shall be economy class. Air travel outside of North America may be business class where scheduled flight time on single or connecting flights to a final destination exceeds ten (10) hours, not including time on ground between scheduled connecting flights. In accordance with University Policy on Spousal Travel, and upon prior approval of the Board Chair the University may pay the cost of the President's spouse's travel to University events on limited occasions and where it is determined to be a benefit to the University in accordance with the University Policy on Spousal Travel as amended by the University from time to time.

8.4 The University shall provide the President with a research allowance of \$12,000.00 for a pre-approved research plan (the "Research Plan") over the Term to be used to conduct

research and cover research related expenses. The Research Plan shall be part of the President's annual performance plan and attached thereto.

9. VACATION

9.1 The President shall be entitled to five (5) weeks' vacation with pay in every period of twelve (12) months during his term of office and the period of vacation will be arranged at a time mutually satisfactory to both parties. The President's five (5) weeks of vacation are in addition to statutory holidays in the Province of Nova Scotia, and the time that the University is closed over the Christmas holiday season, generally from late December to early January.

9.2 The President shall be permitted to carry over up to ten (10) days of vacation from one year to the next, and, with the written consent of the Board Chair to a maximum of thirty (30) days.

10. PROFESSIONAL DEVELOPMENT AND RESEARCH

10.1 The President shall be entitled to five (5) weeks of leave during the Term of this Agreement for Professional Development purposes. For greater certainty, Professional Development purposes includes professional development programs devoted to the continuing education and development of the President in his professional capacity, and does not include events or other programs where the President is fulfilling his role as President of the University.

11. TUITION BENEFITS

11.1 The President shall be entitled to tuition benefits for his children in accordance with the policy available to administrative staff of the University.

12. TERMINATION

12.1 Termination by the President. The President may terminate his employment, at any time during the Term, by providing twelve (12) months written notice to the University, unless another period of time is mutually agreed between the parties.

12.2 Termination for cause. The University may terminate the employment of the President for cause, at any time. Subject to Article 2.8, should the University terminate the President's employment for cause, this Agreement shall be terminated, and the University shall thereupon be relieved from any further obligation other than the payment of the Administrative Leave referred in Article 2.1 and 2.2.

12.3 Termination without cause. The University may terminate the employment of the President at any time without cause by providing the President with the following:

- (a) Eighteen (18) months' notice (less any statutory deductions);
- (b) Any earned and unpaid performance incentive earned pursuant to the previous Agreement and this Agreement and the Administrative Leave referred

to in Article 2.1 and the Administrative Leave accrued during the Term pursuant to Article 2.1, 2.2, subject to Article 2.8.; and

- (c) The continuation of benefits set forth in this Agreement for a period of twelve (12) months, except LTD and Life Insurance would not continue past the date of termination.

12.4 The notice provided by the University pursuant to Article 12.3 may be working notice, pay in lieu of notice or any combination thereof, to be determined at the sole discretion of the University.

12.5 The payments provided to the President pursuant to Article 12.3 are provided inclusive of the President's entitlement to reasonable notice or pay in lieu of notice both at common law and under the Nova Scotia *Labour Standards Code*.

12.6 The parties agree that the provisions relating to termination without cause do not apply to any failure to renew this Agreement following the expiry of the term.

12.7 Termination of the employment of the President shall not automatically include dismissal from the President's professorial appointment at the University. The University may initiate proceedings for dismissal from the President's professorial position only in accordance with the terms and conditions of the Collective Agreement in force between the University and Saint Mary's University Faculty Union ("the Collective Agreement") or other applicable University regulations or policies.

12.8 Incapacity. The parties acknowledge that the position of President is a key one within the University and even temporary absences may cause hardship to the University. If the President is unable to discharge his duties because of mental or physical illness or disability, he shall be entitled to continuing compensation in accordance with the University's policy on sick leave, or in accordance with the LTD plan which may be in effect from time to time. In the event that the President becomes totally disabled as defined by the LTD plan, the University shall have no obligation whatsoever to pay the President the remuneration provided for under Article 5 herein.

12.9 Upon the occurrence of the "total disability" of the President as defined in the LTD plan, the President shall be deemed to have resigned from the position of President and shall continue as an employee of the University with continuing entitlement to such disability benefits as he may be eligible to receive as stated above, and pursuant to the University's LTD plan. The President and the University acknowledge and agree that it would amount to undue hardship for it to continue the President's appointment if the circumstances described in this article should occur.

13. TECHNOLOGY

13.1 Subject to the approval of the Chair of the Board of Governors, the University shall provide to the President with a smart phone and laptop computer with associated service and data charges to be paid by the University.

14. CONFIDENTIALITY

14.1 The President shall not, while employed by the University, nor thereafter, directly or indirectly, without the approval of the Board of Governors:

- (a) 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;
- (b) 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
- (c) divulge to any person, firm or corporation any of the confidential financial affairs of the University.

15. CONFLICT OF INTEREST

15.1 For the purposes of identifying and avoiding actual and potential conflicts of interest, the President personally shall have a continuing obligation to disclose to the Board of Governors any personal assets, investments and commercial involvements, not for profit and political activity, 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.

16. DISPUTE RESOLUTION

16.1 Any dispute, difference or question arising between the parties concerning the construction, meaning or effect of this Agreement, or any part hereof, shall be resolved by binding arbitration conducted before an arbitrator mutually agreed to by the parties, acting as a single arbitrator. If the parties cannot agree on the identity of an arbitrator, either party may apply to the Supreme Court of Nova Scotia to have an arbitrator appointed pursuant to the provisions of the Nova Scotia Commercial Arbitration Act.

16.2 Any arbitration hereunder shall be conducted in accordance with the procedures mandated by the arbitrator, and the cost of such arbitration shall be shared equally by the parties.

16.3 The parties agree that there shall be no appeal of the award of an arbitrator except upon a question of law.

17. HEADINGS

17.1 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.

18. NOTICES

18.1 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.

19. ENTIRE AGREEMENT

19.1 This Agreement constitutes the entire understanding between the parties hereto with reference to the subject matter hereof, and supersedes all prior written or oral representations of either party. This Agreement shall not be amended or modified in any respect except by written instrument signed by both Parties.

20. APPLICABLE LAW

20.1 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.

21. SEVERABILITY

21.1 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.

22. INDEMNIFICATION

22.1 The President 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 President, 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.

23. SUCCESSORS AND ASSIGNS

23.1 The President may not assign this Agreement without the written consent of the University.

23.2 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.

23.3 The President agrees that he has read and carefully considered the terms of this Agreement, has had the opportunity to ask questions of the University regarding this Agreement, and has had ample opportunity to consult with competent legal counsel regarding its terms before signing.

IN WITNESS WHEREOF the University has hereunto affixed its corporate seal, attested by the hands of its duly authorized officers, and the President has hereto set his hand and seal.


Dorcas Oginni
Witness


Dorcas Oginni
Witness


Lawrence Freeman, Q.C.
Chair, Board of Governors


Dr. Robert Summerby-Murray