

**ADDENDUM TO
CONTRACT OF PERSONAL EMPLOYMENT**

THIS AGREEMENT is made 20 day of, March 2017

BETWEEN:

**HER MAJESTY THE QUEEN in right of Alberta
as represented by the
MINISTER OF LABOUR
(Employer)**

- and -

**WILLIAM JOHNSON of the City of Calgary, Alberta
(Employee)**

RECITALS:

1. The Employer and Employee entered into an Employment Agreement effective November 1, 2016 (the Agreement); and
2. The parties have agreed to amend the Agreement.

The Agreement is amended as follows:

1. In clause 2, by deleting "The Term of this Agreement shall commence on November 1, 2016 and shall terminate on May 26, 2019 unless terminated as hereinafter set out" and replacing it with "The term of this Agreement shall commence on November 1, 2016 and shall terminate on October 31, 2021 unless terminated as hereinafter set out".

This Agreement is effective February 15, 2017.

[Redacted]

Witness

[Redacted]

Name (Printed)

[Redacted]

Witness

[Redacted]

Name (Printed)

[Redacted]

HER MAJESTY THE QUEEN In Right Of Alberta As Represented By The Minister of Labour

[Redacted]

Name (Printed)

[Redacted]

Employee

[Redacted]

Name (Printed)

Approved:

[Redacted]

Public Service Commissioner

[Redacted]

Name (Printed)

March 20, 2017
Date

CONTRACT OF PERSONAL EMPLOYMENT

THIS AGREEMENT dated 23 day of Nov. A.D., 2016

BETWEEN:

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

- and -

**WILLIAM JOHNSON
OF THE CITY OF CALGARY
OF THE PROVINCE OF ALBERTA
(hereinafter called the "Employee")**

WHEREAS:

1. The Employee desires to work for the Employer as Chair, Labour Relations Board; and
2. The Employer has agreed to employ the Employee as Chair, Labour Relations Board; and
3. The Employer and the Employee agree to this fixed term employment contract (the "Agreement").

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

POSITION

1. (a) The Employer will employ the Employee in the position of Chair, Labour Relations Board (the Position); and the Employee shall perform those duties and shall assume such additional duties as may from time to time be prescribed by the Employer.

(b) The Employee will report to the Minister of Labour unless otherwise notified.

TERM

2. The term of this Agreement shall commence on November 1, 2016 and shall terminate on May 26, 2019 unless 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.

REMUNERATION

3. (a) The Employer shall pay the Employee a base bi-weekly salary of \$8,336.74, less any and all deductions required to be made by law or as authorized by the Employee.

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CONTRACT OF EMPLOYMENT – WILLIAM JOHNSON

- (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 31st 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.

**NO PENSION
PLAN**

- 5. (a) In lieu of participation in the Management Employees Pension Plan (MEPP), the Employee shall receive an allowance equal to 14.09% of the Employee's base salary as established under Clause 3 (a).
- (b) The allowance will be paid to the Employee at the end of each bi-weekly 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.
- (c) If the Employee's remuneration is adjusted pursuant to Clause 3 (b), the allowance will be adjusted effective the same date as the base salary adjustment.
- (d) Any period of professional services performed pursuant to this Agreement shall not hereafter be eligible for credit as pensionable service under any Government of Alberta Pension Plan later participated in by the Employee, and the Employee undertakes not to have it so credited. This option is irrevocable.
- (e) The allowance under Clause 5 (a) will cease to be paid effective the date the employee becomes ineligible, which includes:
 - (i) employee commencing receipt of a Government of Alberta Pension that makes them ineligible to participate in MEPP or the Public Service Pension Plan;
 - (ii) employee achieves 35 years in the Government of Alberta pension plan and can no longer contribute to the plan;
 - (iii) Employee has been in receipt of this allowance in lieu of pension for 35 years or a combined total of 35 years of participation in the pension plans and pay in lieu.

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- (d) Upon receipt of payment in lieu of notice of termination, the Employee agrees to sign a restrictive agreement and release that includes at least the following terms:
 - (i) If during the notice period, the Employee is employed or retained directly or indirectly through another entity on a fee for service basis by a Department (as defined in the *Public Service Act*), a Provincial Agency (as defined in the *Financial Administration Act*), a Board or Agency (listed in 2(5) of the *Financial Administration Act*); or an entity where such employment or contractual arrangement is in violation of the *Public Service Act, Part 2, Post-Employment Restrictions*, the Employee agrees to pay the Employer, the base salary that was paid pursuant to this clause plus any allowance paid for any benefits, in addition to any fine imposed under Part 2 of the *Public Service Act*.
- (e) The Employee agrees that the conditions in Clause 10 are reasonable and agrees to accept the notice or payment in lieu of notice in full satisfaction of any claims or actions, including complaints under the *Employment Standards Code* and the *Human Rights Act* that the Employee may have arising out of the employment under or termination of this Agreement and the Employee expressly agrees not to make any claims, complaints or commence an action for any amounts beyond the amounts set out in this Agreement.

**TERMINATION BY
EMPLOYEE**

- 11. (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 leave and vacation supplement will be paid out pursuant to Clause 6 (a) and 6 (b) 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.

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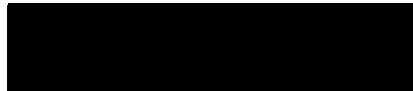
**NOTICE OF
TERMINATION**

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:

407 Legislature Building
EDMONTON, Alberta T5K 2B6

TO THE EMPLOYEE AT:



CONDUCT

13. (a) The Employee shall perform the duties of the Position and all additional duties as directed by the Employer.
- (b) The Employee agrees to review and comply with the Labour Relations Board's Code of Conduct, *Code of Conduct and Ethics for the Public Service of Alberta* and any Supplemental Code of Conduct, Part 2 of the *Public Service Act* and all other Acts, rules, regulations, directives and policies of the Employer respecting the performance of the Position and for the conduct of employees generally, including, but not limited to rules governing financial disclosure, conflict of interest and post-employment restrictions.
- (c) The Employee is a designated office holder for the purposes of Part 2 of the *Public Service Act* and shall comply with all obligations and requirements as outlined.

**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.



CONTRACT OF EMPLOYMENT – WILLIAM JOHNSON

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

[Redacted signature]

Witness

[Redacted name]

Name (Printed)

[Redacted signature]

Witness

[Redacted name]

Name (Printed)

[Redacted signature]

HER MAJESTY THE QUEEN In Right Of Alberta As
Represented By The Minister of Labour

[Redacted name]

Name (Printed)

[Redacted signature]

Employee

[Redacted name]

Name (Printed)

Approved:

[Redacted signature]

Public Service Commissioner

[Redacted name]

Name (Printed)

700.2316
Date