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EMPLOYEE AGREEMENT - 401(k) PLAN - 2019

JAN 27 2020

by Human Resources

[REDACTED]

SAINT MARY'S UNIVERSITY,

a body corporate, incorporated under the Saint Marys University Act, 1970

[REDACTED]

ADMINISTRATIVE LEAVE

[REDACTED]

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.

[REDACTED]

a maximum of six (6) months.

2.3 The Administrative Leave referred to in Article 2.1 and the Administrative Leave

[REDACTED]

accrued during the Term pursuant to Article 2.2 if taken shall be taken consecutively upon

[REDACTED]

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

[REDACTED]

6. PENSION

6.1 The President shall be entitled to participate in the University Pension Plan, the University Supplementary Pension Plan, and the University Long Term Disability Plan, as defined in the Plan, 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.

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 University

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

[REDACTED]

11. TUITION BENEFITS

[REDACTED]

12. TERMINATION

[REDACTED]

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

[REDACTED]

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.

[REDACTED]

inclusive of the President's entitlement to reasonable notice or pay in lieu of notice both at
13. TECHNOLOGY

[REDACTED]

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 reveal directly or indirectly any secret or confidential information

15. CONFLICT OF INTEREST

18. NOTICES

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

19. ENTIRE AGREEMENT

20. SEVERABILITY



INDEMNIFICATION

23. SUCCESSORS AND ASSIGNS

20.4 This Agreement constitutes the entire understanding between the parties hereto with

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.

 Dorcas Oginni  Adam Freeman

 Adam Freeman  Dorcas Oginni

including its terms before signing.