

Personal Services Contract – Office of the Premier

THIS AGREEMENT, made this 22nd day of October, 2013:

BETWEEN

HER MAJESTY THE QUEEN in right of the Province of Nova Scotia, as represented by **David Darrow, Deputy Minister, Office of the Premier** (hereinafter called the Employer)

AND

Kyley Harris
(hereinafter called the Employee)

IN CONSIDERATION of the mutual promises herein contained the Parties covenant and agree as follows:

1. The Employee agrees

- (a) to provide services as Director of Communications under the direction of the Chief of Staff to the Premier;
- (b) to work at least the minimum number of hours per week as required of full time civil servants;
- (c) to treat as confidential and to keep private and not to make public or to divulge, except in the course of performing duties or providing services under this Agreement, during or after the term of this Agreement, any information or materials of a confidential character relating to the affairs of the Province of Nova Scotia to which the Employee becomes privy acting under this Agreement, unless consent in writing of the Employer is first obtained.
- (d) to be bound by the principles and purposes of all of the following:
 - (i) *Values, Ethics & Conduct: A Code for Nova Scotia's Public Servants*, as prepared by the Public Service Commission;
 - (ii) the Government of Nova Scotia's Conflict of Interest Policy;
 - (iii) *the Conflict of Interest Act*.

2. The Employer agrees

- (a) to pay a salary to the Employee approximately \$98,797.41 per annum, together with pay adjustments provided to non-bargaining unit civil servants before any deductions required by law or this Agreement;

- (b) to grant the Employee 1.66 or 1 2/3 days of vacation leave with pay per month with the option to carry forward maximum ten (10) days per year;
 - (c) to reimburse the Employee to the extent provided for civil servants under the Travel Policy of the Employer for actual and reasonable expenses incurred in the performance of the work described herein, supported by appropriate documentation and duly authorized by the Employer;
 - (d) to grant the Employee the same holiday benefits granted to employees of the Province pursuant to the *Civil Service Act*;
 - (e) to allow the Employee:
 - (i) to enroll in the Province of Nova Scotia Group Life Insurance Policy;
 - (ii) to receive insured health benefits under the Province of Nova Scotia Consolidated Health Plan;
 - (iii) to participate in the Public Service Superannuation Plan as it exists for civil service employees of the Province;
 - (iv) to participate in the Province of Nova Scotia Public Service Long Term Disability Plan as it access for non-bargaining unit civil service employees of the Province of Nova Scotia;
 - (f) to grant the Employee sick leave benefits at the rate of 1.5 days per month for each month of service to a maximum of 18 days per year; and
 - (g) to indemnify the Employee and to extend to the Employee the same protection against liability from suits or claims brought against the Employee in respect of work performed on behalf of the Province as the Employer would provide to a civil servant.
4. The term of this Agreement is from October 22, 2013 to March 31, 2015 unless terminated earlier under this Agreement or extended by mutual agreement in writing.
5. The Employer may terminate this Agreement or any renewal thereof at any time, without notice or compensation in lieu of notice, for cause, but otherwise:
- (a) If the Employer terminates this Agreement, the Province agrees, subject to subsection (b), to pay to the Employee the equivalent of one (1) month's salary for every year of service with the Province under this Agreement, to a maximum of twelve (12) months, or, if the Employee was employed at a Caucus Office immediately before the employment with the Province under this Agreement, the equivalent of one (1) month's salary for every year of service with the Province under this Agreement and every year of service with the Caucus Office to a combined maximum of twelve (12) months.

Only unbroken service with the Caucus Office immediately prior to employment under this Agreement will be considered when calculating the amount payable under this clause. Any sum or sums received by the Employee under this clause shall be in full satisfaction and discharge of all claims and demands whatsoever against the Employer in respect of this Agreement.

(b) If the Employee commences other employment with the Province of Nova Scotia within twelve (12) months period of termination of this Agreement, the maximum sum payable under Subsection (a) shall be reduced to the equivalent of the salary under this Agreement for the period of time between the date of termination of this Agreement and the date of commencement of the other employment.




6. The Parties agree that any recourse or remedy arising with this Agreement arises from contract, and that neither Party has a claim or remedy, in damages or otherwise, in tort arising from performance or non-performance of this Agreement.
7. All materials and information produced from the performance of this Agreement and all rights therein, belong to the Employer.
8. The Employer reserves the right to publish or release in whole or in part, to publish an amended version of or not to publish or release at all, or to use or not to use as the Employer may determine, any research, reports, material, audio-visual materials or information produced by the employee in the performance of this agreement.
9. This Agreement is not assignable.
10. Any discretionary authority or right under this Agreement is not subject to the expectations, reasonable or otherwise, of the Parties to the contract and any action taken under a discretionary provision is deemed to be an exercise in good faith.
11. No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing, signed by the Party making the waiver or giving the consent. Any waiver of a term or provision or consent to a breach, whether express or implied, does not constitute a waiver of a different term or provision or consent to a different or subsequent breach or continuation of the same breach unless expressly stated.
12. If any term or provision of this Agreement is found to be unenforceable or illegal, the rest of the Agreement remains in full force and effect except that the offending term or provision is deemed to be removed from the Agreement.
13. Any notice required to be given under this Agreement shall be valid if given in writing by pre-paid registered letter addressed as follows:

to the Employer:

David Darrow
Deputy Minister Office of the Premier
5th Floor
One Government Place
1700 Granville Street
Halifax, Nova Scotia

to the Employee:

Kyley Harris
INSERT ADDRESS


Halifax, NS
 

or such other address that is communicated in writing to the Parties and is deemed to have been given 2 business days after the day the letter is posted. Nothing in this Agreement shall preclude the delivery of notices by means other than mailing.

- 14. Time is of the essence in this Agreement.
- 15. The Employee certifies that he/she has reviewed and fully understands the terms of this Agreement, and agrees that this Agreement constitutes the whole agreement between the Parties and that no representation or statement not expressly contained in this Agreement survives this Agreement or is binding upon either Party, and this Agreement can only be modified by written instrument.
- 16. This Agreement must be construed in accordance with the laws of the Province of Nova Scotia.


IN WITNESS WHEREOF the Parties have executed this Agreement on the date set out at the beginning thereof:

**SIGNED, SEALED
AND DELIVERED**
in the presence of :



Witness

HER MAJESTY THE QUEEN in
Right of the Province of Nova Scotia

Per: 

David Darrow
Deputy Minister, Office of the Premier



Witness



Kyley Harris