

THIS AGREEMENT made as of the day of December, 2021

BETWEEN:

Memorial University of Newfoundland, St. John's
Newfoundland

OF THE FIRST PART

AND:

Dr. Robert Shea

OF THE OTHER PART

WHEREAS Dr. Shea has been appointed Vice-President (Marine Institute) of Memorial University of Newfoundland;

AND WHEREAS Dr. Shea shall commence his term as Vice-President (Marine Institute) with effect as of **January 1, 2022**;

AND WHEREAS the parties wish to confirm the terms of Dr. Shea's appointment.

Term

1. The initial term of the appointment as Vice-President (Marine Institute) shall be for five (5) years commencing **January 1, 2022**. The appointment may be renewed for an additional five (5) year term, by agreement between Dr. Shea, the President and the Board of Regents of Memorial University.

Professor with Tenure

2. Dr. Shea will retain his faculty appointment as Associate Professor in the Faculty of Education.

Remuneration, Pension and Benefits

3. Dr. Shea's annual salary as Vice-President (Marine Institute) will be \$234,107 per annum (Step 5 of the Memorial University Vice-President Salary Scale, September 1, 2015), with increases subject to a performance review and recommendation by the President and approval by the Board of Regents.
4. Dr. Shea shall be provided with a research grant of \$25,000 per annum which can accumulate, but at no time should it exceed \$50,000. This grant may be carried forward for the period of administrative leave but will not be accrued during said leave.
5. Dr. Shea shall be entitled to vacation in accordance with Memorial University's Leave Administration Policy, to be taken at a time to be agreed with the President.
6. Dr. Shea is entitled to a vehicle allowance of \$5,000 per annum in consideration of the requirement to travel to Marine Institute facilities (Holyrood, Foxtrap, Petty Harbour, Lewisporte, etc.).

7. Dr. Shea shall continue to accrue pensionable service in the Memorial University Pension Plan during his term as Vice-President (Marine Institute)
8. Dr. Shea shall be entitled to life insurance, medical and other benefits in accordance with the Department of Human Resources policies and procedures.

Administrative Leave

9. While Vice-President (Marine Institute) of Memorial University, Dr. Shea shall accumulate administrative leave at the rate of 2.4 months per calendar year completed. All administrative leave credited pursuant to this clause shall be on the basis of the Vice-President (Marine Institute) salary and terms in effect during his tenure in the position, and the leave may be taken on the conclusion of the appointment (including any renewal period) as Vice-President (Marine Institute). For clarity, and without limitation, the administrative leave entitlement includes salary, pension accruals and benefits under the University benefit plans, at the rate that they would be accrued in the position of Vice-President (Marine Institute).
10. The parties acknowledge that Dr. Shea has accrued 18 months of administrative leave during his tenure as Associate Vice-President (Marine Institute). Further the parties acknowledge that subject to completion of a five (5) year term as Vice-President (Marine Institute) Dr. Shea will have accrued a further 12 months of accumulated leave thereby resulting in 30 months or 2 and ½ years of accumulated administrative leave. In accordance with the intent of the Administrative Leave for Academic Administrators Policy, Dr. Shea will be entitled to a maximum of 24 months Administrative Leave and will relinquish the 6 months of leave in excess;

The parties agree that Dr. Shea may avail of the accumulated leave at a time agreed to by both parties;

The accumulated leave as Associate Vice-President (Marine Institute) may be taken for the full period (12 months) at the rate of pay applicable to the Associate Vice-President role at the time he concluded his appointment as Associate Vice-President (ie. December 31, 2021)

Or

The leave accumulated as Associate Vice-President may be pro-rated to the Vice-President's salary, converted to a lesser period of administrative leave and paid at the the rate of pay applicable to the Vice-President at the time the leave is taken.

11. At the end of his Term, and upon entry by Dr. Shea into the Faculty of Education, his salary and other entitlements shall be at the top of the scale as determined in

accordance with the relevant provisions of the collective agreement then in force applicable to such Faculty.

Termination

12. Dr. Shea's appointment as Vice-President (Marine Institute) may be terminated for cause as that term is defined in law. In the event the University is considering terminating the appointment for cause, the President must:

- a) Notify Dr. Shea in writing providing him with full particulars of the allegations of cause;
- b) Conduct a hearing before the Board of Regents or a committee thereof into the stated allegations of cause, at which hearing Dr. Shea shall be given the opportunity to provide full answers in defence to the allegations, with the assistance of counsel if he so chooses; and
- c) Only consider termination for cause as the final resort after the President has first attempted all other options, including progressive discipline.

The President with the approval of the Board of Regents may at any time terminate Dr. Shea's appointment as Vice-President (Marine Institute) without cause:

- i. In the event that such termination without cause occurs within either his initial five (5) year term or his five (5) year renewal term, he will be paid a separation payment (the "Separation Payment") in full settlement of any entitlement to compensation in lieu of notice, consisting of his salary, pension accrual and allowances (including administrative leave entitlement) for twelve (12) months commencing on the date of termination. The reasonable cost of replacing benefit coverage will be the amount quoted to Dr. Shea by a reputable Canadian health and welfare benefit provider. Dr. Shea will provide this amount (and the quotation) to Memorial University, along with any lawful instructions for the payout of severance amount so as to minimize the tax payable, within thirty (30) days of the date of termination. Memorial University will then pay the Separation Payment (or the first instalment of the Separation Payment if instructed to pay it in instalments) no later than 30 days following receipt for replacement benefit coverage. Memorial University will continue Dr. Shea's group health coverage until replacement coverage is in place. The amount of the Separation Payment is not subject to any deductions for actual mitigation or failure to take reasonable steps to mitigate.
- ii. The termination of Dr. Shea's appointment as Vice-President (Marine Institute) will not affect his appointment as a Associate Professor with tenure and he will continue to be employed in that capacity. In that

event, he will receive a salary as a Associate Professor with tenure at the highest step/salary grade for that position, which salary shall be in addition to the Separation Payment stipulated herein if his appointment as Vice-President (Marine Institute) is terminated without cause.

Governing Law

This Agreement shall be construed in accordance with the laws of the Province of Newfoundland and Labrador.


IN WITNESS WHEREOF This Agreement has been executed by the parties to it, the day, month and year first written.

SIGNED, SEALED AND DELIVERED
by the University in the presence

**Memorial University of
Newfoundland**



Per



**Dr. Vianne Timmons
President and Vice-
Chancellor**



Per



Dr. Robert Shea