

Between

The Government of the Northwest Territories
As represented by the Department of Justice
(The GNWT)

- and -

Mr. Donald MacDougall

WHEREAS Mr. Donald MacDougall has been employed with the Department of Justice, GNWT, in the position of Manager of Securities and Corporate Registries, located in the City of Yellowknife, Northwest Territories;

I was the last person to hold this title ←

AND WHEREAS the parties are terminating the employment relationship;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the following terms and conditions, the parties agree as follows:


1. Mr. MacDougall will be deemed to have resigned and cease to represent himself as an employee, agent or officer of the GNWT effective March 12, 2014.
2. Mr. MacDougall will be paid his regular salary^A **for 11 Months** on a bi-weekly basis commencing March 13, 2014 and terminating on the earlier of February 13, 2015 or the date upon which Mr. MacDougall commences employment within the public service of the GNWT at a rate of pay equal to or exceeding \$67.87 per hour (for greater certainty, Mr. MacDougall's ongoing periodic service in his sessional teaching position with Aurora College is not considered to be employment for the purposes of this agreement). Mr. MacDougall will be paid based on his fixed rate of pay as of March 12, 2014, being \$[REDACTED] per hour, subject to the standard increase to \$[REDACTED] effective April 1, 2014. In the event Mr. MacDougall commences employment within the public service of the GNWT prior to February 13, 2015 at a rate of pay lower than \$[REDACTED] per hour, Mr. MacDougall will be paid the difference between that lower rate of pay and \$[REDACTED] per hour until February 13, 2015. Upon acceptance of a position within the public service of the GNWT before February 13, 2015, Mr. MacDougall will notify the Deputy Minister of Justice in writing.

Including 7 Months in Alberta

3. Mr. MacDougall will receive payment of Northern Allowance, based on Yellowknife residency, during the period he is receiving his regular salary on a bi-weekly basis. Mr. MacDougall is entitled to the continuation of all benefits and pension entitlements (except as noted in paragraph 4 herein) during the period he is receiving his regular salary on a bi-weekly basis. In the event Mr. MacDougall commences employment within the public service of the GNWT prior to February 13, 2015, Mr. MacDougall will be entitled to receive benefits and pension entitlements based upon the greater of the rate of \$ [REDACTED] per hour or the hourly rate applicable to the new position.
4. Mr. MacDougall will not be entitled to earn any leave after March 12, 2014. The GNWT will not recover the overdrawn vacation leave entitlement for the 2013/2014 fiscal year of [REDACTED] hours.
5. GNWT will pay Mr. MacDougall's annual fees and Assurance Fund levy to the Law Society of the Northwest Territories for the 2014/15 practice year, in the cumulative total of \$ [REDACTED], inclusive of GST.
6. All amounts payable to Mr. MacDougall under this agreement are subject to statutory and other applicable deductions.
7. Mr. MacDougall agrees that he will indemnify the GNWT and save the GNWT harmless against any liability the GNWT may have to the Receiver General of Canada or any other authority with respect to withholdings, deductions or payments of any kind.
position was discontinued after I left ←
8. The GNWT agrees to provide a neutral letter of reference indicating Mr. MacDougall was an employee of the Department of Justice from February 20, 2006 to March 12, 2014 and performed the duties of the Manager of Securities and Corporate Registries with the Legal Registries Division of the Department of Justice.
I gave up my right to sue them
9. Mr. MacDougall will not grieve nor bring any civil actions on any matters arising out of his employment with GNWT as described herein. The GNWT and Mr. MacDougall acknowledge that this is a voluntary agreement and the parties are bound by its terms as full and final settlement of all employment related matters. Mr. MacDougall confirms that no complaint pursuant to the *Human Rights Act* has been filed and shall not be filed in the future with respect to this matter.
10. Mr. MacDougall understands and agrees that the aforesaid considerations are offered by the GNWT in the interest of amicably terminating the relationship between the parties and are not an admission of liability by

the GNWT.

**this agreement became public
when it was filed in court**

11. Except as required by law, the parties undertake and agree to keep the terms of this Agreement in absolute and strict confidence, and not to disclose its contents to any person, except professional financial/legal advisors and immediate family. Except as required by law or upon request for materials or relevant information by an investigator appointed under the *Legal Profession Act*, the parties undertake and agree to keep in absolute and strict confidence the termination and the events leading up to the termination of Mr. MacDougall, including with respect to inquiries from possible future employers, outside of the public service of the GNWT, of Mr. MacDougall. Mr. MacDougall agrees that he is bound to maintain the confidentiality of confidential information to which he was privy while employed at the GNWT.
and ONLY while 
12. In the event of a breach by Mr. MacDougall of clause 9 of this agreement, as of the date such breach becomes known to the GNWT, the sum of money paid pursuant to this Agreement, to or for the benefit of Mr. MacDougall, shall become a debt immediately due and payable by Mr. MacDougall to the GNWT, but the indemnity and release given by Mr. MacDougall shall nevertheless remain binding and effective.
13. This agreement shall constitute a full and final settlement as well as a universal and definitive discharge of any amount due from any source or nature to Mr. MacDougall from the GNWT or any of its representatives in regard to any claims arising out of this matter. Mr. MacDougall specifically acknowledges and agrees that:
 - (a) the payment of the amounts set out herein constitute, and are accepted in consideration, and in full and final settlement of all claims, grievances, complaints and actions, whatsoever at law or in equity, in contract or in tort, which Mr. MacDougall has, had or hereafter can, shall or may have or, but for the execution of this Agreement, could or might have had, and arising out of or in any way connected with his employment with the GNWT or the termination of that employment, including, without limitation, claims or complaints for any damages, special damages, costs, expenses, declarations or other relief; and
 - (b) Mr. MacDougall, and his heirs, executors, administrators and assigns, hereby release and forever discharge the GNWT, its Ministers, officers, servants, agents and employees, and their personal representatives, heirs, executors, administrators, successors and assigns, of and from all manner of actions, causes of actions, suits, debts, covenants, claims, and demands that Mr. MacDougall had, now

has or that his heirs, executors, administrators or assigns may have in the future for or by reason of any cause, matter or thing whatsoever arising out of or in any way connected with his employment within the public service of the GNWT or the termination of it.

14. This agreement will enure to the benefit of and be binding upon the agents, heirs, executors, administrators, successors and assigns of all parties.
15. This agreement shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories in effect on the termination date.
16. This written document is the entire agreement between the parties with regard to all employment related matters dealt with in it, and no other agreements, verbal or otherwise exists. ← **Should be singular, not plural**
17. Mr. MacDougall acknowledges that he has read this agreement in its entirety, understands it, and agrees to be bound by its terms and conditions. He also confirms that he has consulted with legal counsel and obtained independent legal advice prior to signing this agreement.
18. This agreement is made without prejudice, precedent or publicity.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the City of Yellowknife in the Northwest Territories.



Donn MacDougall

Sept 19, 2014

Date



Sylvia Haener
Deputy Minister
Department of Justice

Oct 10/14

Date



Nicole MacNeil
Director, Labour Relations
Department of Human Resources

Oct 7/14

Date