April 1, 2018

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (TCII/26/2019)

Dear [Redacted] S.40 (1)

On March 4, 2019, The Department of Tourism, Culture, Industry and Innovation received your request for access to the following records/information:

“Contractual agreements existing for the position of Chief Executive Officer of The Rooms Corporation since it were established in 2004 to the present day. Including any related records, written or electronic, from the former departments of Tourism, Culture and Recreation; and Business, Tourism, Culture and Recreation.”

I am pleased to inform you that a decision has been made by the Deputy Minister for the Department of Tourism, Culture, Industry and Innovation to provide access to some of the requested information. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exception to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act): Section 40(1).

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act (the Act). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

P.O. Box 8700, St. John’s, NL, Canada A1B 4J6  709 729 4732  709 729 0654  www.gov.nl.ca
You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

If you have any further questions, please contact me by telephone at 709-729-3356 or by email at heatherbrown@gov.nl.ca.

Sincerely,

Heather Brown  
ATIPP Coordinator
s. 40(1)

Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days
(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or
(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45 (2).
January 17, 2005

Mr. Dean Brinton

Dear Mr. Brinton:

On behalf of the Lieutenant Governor in Council, I am pleased to confirm your contractual appointment to the position of Chief Executive Officer, The Rooms Corporation of Newfoundland and Labrador Inc. with effect from April 1, 2005 to March 31, 2010. Your salary will be $110,000.00 per annum.

Your duties will be assigned to you by the Board of Directors of the Corporation, to whom you will be responsible.

Your terms and conditions of employment will be those as outlined in your Contract of Employment.

I would like to take this opportunity to congratulate you on your appointment and wish you every success in your new position.

Yours truly,

[Signature]

Gary Norris
Chief Executive Officer (Acting)

c.c.  Payroll
     Nancy Benson
     Dr. Priscilla Renouf
     Mr. Tom Foran

P.O. Box 1800    Stn. C.    St. John's, Newfoundland and Labrador    Canada    A1C 5P9
CONTRACT OF EMPLOYMENT

THIS AGREEMENT made at St. John's in the Province of Newfoundland and Labrador this 13th day of January, 2005.

BETWEEN HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, herein represented by the Minister of Tourism, Culture and Recreation (herein the "Crown")

AND THE ROOMS CORPORATION OF NEWFOUNDLAND AND LABRADOR INC., herein represented by the Chairperson of the Board of Directors (herein the "Corporation")

AND DEAN BRINTON, of [REDACTED] (herein the "Employee")

(Collectively the "Parties")

THIS AGREEMENT WITNESSES that, in consideration of the promises and covenants expressed herein, the parties agree as follows:

1. SERVICE

1.1 Pursuant to section 13.6 of By-Law No. 1, as amended, of the Corporation, the Lieutenant Governor in Council has appointed the Employee as Chief Executive Officer of the Corporation. The Employee has accepted the appointment as Chief Executive Officer of the Corporation.

1.2 The Employee shall report to the Board of Directors of the Corporation (the "Board") and shall carry out the duties and responsibilities of the Chief Executive Officer of the Corporation as assigned to him by the Board and as attached in Schedule "A". Schedule "A" is an integral part of this Agreement.

1.3 The term of this Agreement is five years commencing on the date the employee commences work, which date shall be not later than April 1, 2005, or until termination in accordance with this Agreement.
1.4 The Employee shall carry out the duties and responsibilities referred to in Clause 1.2 at St. John’s, Newfoundland and Labrador or such other place as the Corporation or the Crown may designate.

2. **PAYMENT**

2.1 Subject to Clause 2.2, the Corporation shall pay to the Employee during the term of this Agreement, One Hundred and Ten Thousand Dollars ($110,000.00) per annum. General salary increases applicable to Executive Employees of Government shall apply. The per annum salary shall be paid every two weeks, in equal installments.

2.2 The following deductions shall be made from the Employee’s salary:

(A) Income Tax

(B) Payments required to be made in respect of:

(i) Canada Pension Plan
(ii) Employment Insurance
(iii) Public Service Pension Plan
(iv) The Group Health and Life Insurance Plan applicable to Corporation employees

(C) Any other deductions required by law.

2.3 Subject to Clause 3.1, the amount set out in Clause 2.1 shall constitute the entire amount payable to the Employee under this Agreement.

3. **TRAVEL EXPENSES**

3.1 In addition to the amount payable pursuant to Clause 2.1, the Corporation shall reimburse the Employee, at the rates approved for Corporation employees for Travel expenses incurred by the Employee in the performance of his duties.

4. **LEAVE**

4.1 Subject to the terms and conditions regarding leave as set out in the Human
Resources Policy Manual issued by the Treasury Board under the authority of Section 7(2) of the Financial Administration Act, the Employee shall be entitled to:

(A) Paid Leave of 25 days per year; and

(B) Paid holidays on those days designated as holidays for Corporation employees.

5. **MEDICAL PLAN**

5.1 The Employee shall participate in and contribute to the Group Health and Life Insurance Plan applicable to Corporation employees.

6. **PENSION**

6.1 The Employee shall participate in and contribute to the Pension Plan applicable to Corporation employees.

7. **RELOCATION EXPENSES**

The employee is entitled to receive payment for relocation expenses as an initial appointment in accordance with the Public Service Human Resource Policy Manual at [www.nl.ca/hrpm/relocation.html](http://www.nl.ca/hrpm/relocation.html).

8. **INJURY ON DUTY**

8.1 If the Employee is injured while carrying out the duties and responsibilities described in Clause 1.2, the Employee shall receive compensation in accordance with the *Workplace Health, Safety and Compensation Act*.

9. **CONTROL ON FREEDOM TO ACT**

All the day to day decisions of the Corporation’s operations are the responsibility of the Employee. The authority to act in dealing with problems is delegated by the
Board. If an issue affecting the Corporation is sensitive, the Employee shall discuss the matter with the Chair and the Crown. Chair means the Chairperson of the Board.

10. **CONFIDENTIALITY**

10.1 The Employee shall not at any time during or subsequent to the term of this Agreement, either directly or indirectly communicate or divulge, confidential information to any person, except a person employed by the Corporation or the Government of Newfoundland and Labrador authorized to know such information, except with the prior written consent of the Chair and the Deputy Minister of Tourism, Culture and Recreation.

10.2 Confidential information shall include all information the Employee receives, discovers, develops or has access to involving any operations or decisions of the Corporation or the Government of Newfoundland and Labrador.

11. **STATUTORY COMPLIANCE**

11.1 The Employee shall comply with the provisions of the *Conflict of Interest Act, 1995*, and the *Transparency and Accountability Act*.

12. **OWNERSHIP OF DOCUMENTS**

12.1 All information or data produced by the Employee in the performance of this Agreement shall be and remain the property of the Corporation.

13 **TERMINATION**

13.1 The Crown and the Board may jointly decide to terminate this Agreement at any time without notice, for cause. "Cause" means the Employee has wilfully refused to obey a lawful instruction of the Board or the Crown, or has committed misconduct or been so neglectful of duty that the interest of the Corporation or the Crown is adversely affected thereby, or has otherwise been in breach of a provision of this Agreement.
13.2 If this Agreement is terminated for cause, the Crown or the Corporation shall not make any payment to the Employee as a consequence of or in compensation for the termination except for the amount payable for the balance of any unused Paid Leave accrued during the term of this Agreement. The payment for Paid Leave is calculated using the salary component of the amount in Clause 2.1.

13.3 The Crown and the Board may jointly terminate this Agreement at any time without cause and without notice.

13.4 If this Agreement is terminated without cause and a period of time is left until the date of expiry of the term, the Employee shall receive

(A) twelve months’ pay provided the termination is effective prior to 12 months before the term expires naturally and if after that time, payment for the number of months remaining in the term.

14. **TERMINATION BY EMPLOYEE**

14.1 The Employee may terminate this Agreement by resigning his appointment as Chief Executive Officer for the Corporation upon one month’s notice in writing to the Corporation and the Crown.

14.2 Upon the Employee’s resignation, the obligations of the Corporation and the Crown lapse upon expiry of the notice period. The Employee shall not be entitled to any further compensation from the Corporation or the Crown except for the amount payable for the balance of any unused Paid Leave accrued during the term of this Agreement. The payment for Paid Leave is calculated using the salary component of the amount in Clause 2.1.

15. **NATURAL TERMINATION**

15.1 Upon expiry of the term of this Agreement the Employee shall not be entitled to compensation from the Corporation or the Crown except for the amount payable for the balance of any unused Paid Leave accrued during the term of this Agreement. The payment for Paid Leave is calculated using the salary component of the amount in Clause 2.1.
15.2 The Employee agrees that benefits paid him in accordance with Clause 15.1 is in full satisfaction for all payments to which he is entitled from all sources.

16. **NOTICES**

The address for notices of termination shall be:

16.1 For the Crown:

Minister of Tourism, Culture and Recreation  
Department of Tourism, Culture and Recreation  
Government of Newfoundland and Labrador  
St. John’s, NL A1B 5J6  

Attention: Deputy Minister

16.2 For the Corporation:

Chairperson of the Board of the Corporation  
The Rooms Corporation of Newfoundland and Labrador, Inc.  
9 Bonaventure Avenue  
St. John’s, NL A1C 5P9

16.3 For the Employee:

Mr. Dean Brinton

16.4 The notices of termination given to either party must be delivered personally to the party's address last known to the other party and will be deemed to be received on the date of personal delivery to that address.

17. **ENTIRE AGREEMENT**

17.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to this Agreement.
18. **AMENDMENT**

18.1 If at any time during the term of this Agreement, the Parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which shall be supplemental to and form part of this Agreement.

19. **ASSIGNMENT**

19.1 This Agreement may not be assigned in whole or in part by the Employee.

20. **APPLICABLE LAW**

20.1 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Newfoundland and Labrador.

**IN WITNESS WHEREOF** the parties have signed this Agreement.

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, herein represented by the Minister of Tourism, Culture and Recreation

WITNESS

HONOURABLE PAUL SHELLEY
THE ROOMS CORPORATION OF NEWFOUNDLAND AND LABRADOR INC., herein represented by the Chairperson of the Board of Directors

[Signature]
WITNESS

[Signature]
PRISCILLA RENOUIF

[Signature]
WITNESS

[Signature]
DEAN BRINTON
SCHEDULE "A"

Chief Executive Officer (CEO)
The Rooms Corporation of Newfoundland and Labrador Inc.

General Accountability

The CEO of The Rooms Corporation of Newfoundland and Labrador Inc. (The Rooms) is accountable for the effective development, planning, control, direction and supervision of all matters relating to The Rooms. The CEO is responsible for developing and recommending, as well as evaluating comprehensive legislation and appropriate policies, accountability documents, programs and operations to enable The Rooms to carry out its mandate.

Structure

The CEO reports to the Chair of The Rooms and carries out the mandate of The Rooms as outlined in its legislation (pending), or as the Chair may direct.

Six (6) positions report to the CEO. They are Directors of the Provincial Museum, Provincial Archives and Art Gallery of Newfoundland and Labrador; the Director of Finance and Operations; the Director of Development, Public Services and Marketing and Secretary to the CEO.

Nature and Scope

Environment

The major mandates of The Rooms are as follows:

- Provincial Museum of Newfoundland and Labrador and its Provincial Regional Museums and exhibit programs.
- Provincial Archives of Newfoundland and Labrador
- Art Gallery of Newfoundland and Labrador
- Public Records Management

The CEO requires a broad and comprehensive knowledge of the many cultural resource disciplines concerned. The CEO is expected to advise the Chair, Board and Minister on all policy, financial and human resource requirements. The CEO is the representative of The Rooms at conferences, public functions, public meetings,
development solicitations etc. and must be able to understand, communicate and defend legislation mandates, and programs from an administrative, fiscal and policy point of view.

Functions Performed by the CEO Personally

The CEO will be responsible, together with the Board, to develop and implement a Strategic Plan.

The CEO reports to the Chair and the Board and ensures the legislative requirements of the Rooms Act and the Public Records Act are achieved (both Acts are pending).

The CEO is responsible for the drafting of Cabinet submissions in relation to new policy and legislative changes affecting the Corporation, as well as for ministerial correspondence.

The CEO is responsible for maintaining good stakeholder and community relations, including special relationships with aboriginal peoples and First Nations.

The CEO is responsible for budget direction, the control of all revenues and expenditures and the achievement of the revenue targets.

The CEO is responsible for the effective management of the Corporation's human and fiscal resources.

The CEO is constantly evaluating programs and operations, considering the implications and evolving alternatives for achieving the same goals, to ensure the most effective and efficient operations.

The CEO interfaces with those in other provinces and senior federal officials having similar responsibilities for culture.

Major Challenges of the Position

A primary challenge is to manage the human and financial resources in order to fulfil the development funding mandate of the Corporation to ensure the greatest economic and social impact for the province and its people.

The CEO will work with The Rooms Board in developing and building an endowment fund.
One of the major challenges of the CEO is management of teams of multidisciplinaries. These include professionals in the fields of conservation, archaeology, archives, museology, interpretation, curatorial, art history and administration.

Other challenges require the CEO to ensure for accurate and timely public information on controversial elements of the Corporation, including its location at Fort Townshend.

Ensure adherence to all laws and subordinate legislation governing the Corporation.

Obtain staff commitment which is essential to an efficient and smooth running Corporation. The CEO must maintain control of the Corporation yet he/she must show the leadership to gain the respect of his/her employees.

Develop and maintain good working relations with the arts and heritage sectors, as there are over 150 community museums and archives that look to this institution to provide a leadership role in the province.

Contacts Inside and Outside the Department

- Minister, Deputy Minister, Assistant Deputy Ministers, Directors of various divisions.

- First Nations including the Inuit, Innu and Miq'maw governments and representatives of Treasury Board, Cabinet Secretariat, Union Representatives, other government departments, federal counterparts, media and the public.

- Special stakeholders such as the Metis and the Francophone Federation of Newfoundland and Labrador.

- Other external contacts include, Visual Artists of Newfoundland and Labrador, Eastern Edge Gallery, Hospitality Newfoundland and Labrador, Museum Association of Newfoundland and Labrador, Association of Newfoundland and Labrador Archivists, and a variety of other provincial associations and federal departments and agencies having dealings with the Corporation.
Specific Accountabilities

► All fiscal matters relating to the Corporation, including the setting of priorities and direction for strategic and business plans as well as budget preparation and expenditures.

► Development, review, evaluation and modification of Corporation policies to meet the direction of the Board and the Crown.

► Provide advice to the Board and the Crown on Corporation responsibilities and programs and on provincial issues as they relate to the mandate of the corporation.

► Secure provincial support and co-operation for Corporation policies and programs.

► Obtain additional resources as needed to meet Corporation priorities.

► Maintain personal contacts with other provincial and federal officials.

► Building and managing an endowment fund.

► Developing and implementing the Strategic Plan of the Corporation.
CONTRACT OF EMPLOYMENT

THIS AGREEMENT made at St. John’s in the Province of Newfoundland and Labrador this 10th day of May, 2010.

BETWEEN

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, herein represented by the Clerk of Executive Council

AND

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, herein represented by the Minister of Tourism, Culture and Recreation (herein “the Minister”)

AND

THE ROOMS CORPORATION OF NEWFOUNDLAND AND LABRADOR, herein represented by the Chairperson of the Board of Directors (herein the “Corporation”)

AND

DEAN BRINTON, St. John’s, Newfoundland and Labrador (herein the “Employee”)

(Collectively the “Parties”)

THIS AGREEMENT WITNESSES that, in consideration of the promises and covenants expressed herein, the parties agree as follows:

1. SERVICE

1.1 Pursuant to section 10 of the Rooms Act SNL2005, cR15.1, (the “Act”) the Lieutenant Governor in Council has appointed the Employee as Chief Executive Officer of the Corporation. The Employee has accepted the appointment as Chief Executive Officer of the Corporation.

1.2 The Employee shall report to the Board of Directors of the Corporation (the “Board”) and shall carry out the duties and responsibilities of the Chief Executive Officer of the Corporation as assigned to him by the Board and as attached in Schedule “A”. Schedule “A” is an integral part of this Agreement.

1.3 All the day-to-day decisions of the Corporation’s operations are the responsibility of the Employee. The authority to act in dealing with problems is delegated by the Board. If an issue affecting the Corporation is sensitive, the Employee shall discuss the matter with the Chair and the Minister. Chair means the Chairperson of the Board.

1.4 The term of this Agreement is five years commencing on May 10, 2010 or until termination in accordance with this Agreement. The Employee shall
carry out the duties and responsibilities referred to in Clause 1.2 at St. John’s, Newfoundland and Labrador.

2. **PAYMENT**

2.1 (a) Subject to Clause 2.2, the Corporation shall pay to the Employee during the term of this Agreement in accordance with Government’s Executive Compensation Plan, at step 18, which is currently $132,143.00 effective May 10, 2010. The Employee is entitled to normal step progression to a maximum of step 25 and general salary increases applicable to other Executive will continue to apply.

(b) Provided that the Employee has signed a performance contract with the Clerk of Executive Council, on the advice of the Board of the Corporation and the Minister, the Employee may be entitled to a bonus of up to 10% of his base salary, in accordance with the terms of the performance contract.

(c) The following deductions shall be made from the Employee’s salary:

(a) Income Tax

(b) Payments required to be made in respect of:

(i) Canada Pension Plan
(ii) Employment Insurance
(iii) Public Service Pension Plan
(iv) The Group Health and Life Insurance Plan applicable to Corporation employees

(d) Any other deductions required by law.

2.2 Subject to Clause 3.1, the amount set out in Clause 2.1 shall constitute the entire amount payable to the Employee under this Agreement.

3. **TRAVEL EXPENSES**

3.1 In addition to the amount payable pursuant to Clause 2.1, shall reimburse the Employee, at the rates approved for Corporation employees for Travel expenses incurred by the Employee in the performance of his duties.

4. **LEAVE**

4.1 Subject to the terms and conditions regarding leave as set out in the Human Resources Policy Manual issued by the Treasury Board under the authority of Section 7(2) of the Financial Administration Act, the Employee shall be entitled to:
(a) Paid Leave of 30 days per year; and

(b) Paid holidays on those days designated as holidays for Corporation employees.

5. MEDICAL PLAN

5.1 The Employee shall participate in and contribute to the Group Health and Life Insurance Plan applicable to Corporation employees.

6. PENSION

6.1 The Employee shall participate in and contribute to the Pension Plan applicable to Corporation employees.

7. INJURY ON DUTY

7.1 If the Employee is injured while carrying out the duties and responsibilities described in Clause 1.2, the Employee shall receive compensation in accordance with the Workplace Health, Safety and Compensation Act.

8. CONFIDENTIALITY

8.1 The Employee shall not at any time during or subsequent to the term of this Agreement, either directly or indirectly communicate or divulge, confidential information to any person, except a person employed by the Corporation or the Government of Newfoundland and Labrador authorized to know such information, except with the prior written consent of the Chair and the Minister of Tourism, Culture and Recreation.

8.2 Confidential information shall include all information the Employee receives, discovers, develops or has access to involving any operations or decisions of the Corporation or the Government of Newfoundland and Labrador.

9. STATUTORY COMPLIANCE

9.1 The Employee shall comply with the provisions of the Conflict of Interest Act, 1995 and the Transparency and Accountability Act.

10. OWNERSHIP OF DOCUMENTS

10.1 All information or data produced by the Employee in the performance of this Agreement shall be and remain the property of the Corporation.
11. **TERMINATION**

11.1 The Minister and the Board may jointly decide to terminate this Agreement at any time without notice, for cause. “Cause” means the Employee has willfully refused to obey a lawful instruction of the Board or the Minister, or has committed misconduct or been so neglectful of duty that the interest of the Corporation or the Minister is adversely affected thereby, or has otherwise been in breach of a provision of this Agreement.

11.2 If this Agreement is terminated for cause, the Minister or the Corporation shall not make any payment to the Employee as a consequence of or in compensation for the termination except for the amount payable for the balance or any unused Paid Leave accrued during the term of this Agreement. The payment for Paid Leave is calculated using the salary component of the amount in Clause 2.1.

11.3 The Minister and the Board may jointly terminate this Agreement at any time without cause and without notice.

11.4 If this Agreement is terminated without cause and a period of time is left until the date of expiry of the term, the Employee shall receive:

(a) twelve months’ pay provided the termination is effective prior to 12 months before the term expires naturally and if after that time, payment for the number of months remaining in the term.

12. **TERMINATION BY EMPLOYEE**

12.1 The Employee may terminate this Agreement by resigning his appointment as Chief Executive Officer for the Corporation upon one month’s notice in writing to the Corporation and the Minister.

12.2 Upon the Employee’s resignation, the obligations of the Corporation and the Minister lapse upon expiry of the notice period. The Employee shall not be entitled to any further compensation from the Corporation or the Minister except for the amount payable for the balance of any unused Paid Leave accrued during the term of this Agreement. The payment for Paid Leave is calculated using the salary component of the amount in Clause 2.1.

13. **NATURAL TERMINATION**

13.1 Upon expiry of the term of this Agreement the Employee shall not be entitled to compensation from the Corporation or the Minister except for the amount payable for the balance of any unused Paid Leave accrued
during the term of this Agreement. The payment for Paid Leave is calculated using the salary component of the amount in Clause 2.1.

13.2 The Employee agrees that the benefits paid him in accordance with Clause 15.1 are in full satisfaction for all payments to which he is entitled from all sources.

14. **NOTICES**

The address for notices of termination shall be:

14.1 For the Minister  
Minister of Tourism, Culture and recreation  
Department of Tourism, Culture and Recreation  
Government of Newfoundland and Labrador  
St. John’s, NL A1B 4J6  
Attention: Minister

14.2 For the Corporation:  
Chairperson of the Board of the Corporation  
The Rooms Corporation of Newfoundland and Labrador  
9 Bonaventure Avenue  
St. John’s, NL A1C 5P9

14.3 For the Employee  
Mr. Dean Brinton  

14.4 The notices of termination given to either party must be delivered personally to the party’s address last known to the other party and will be deemed to be received on the date of personal delivery to that address.

15. **ENTIRE AGREEMENT**

15.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements or arrangements, written or oral, relating to this Agreement.

16. **AMENDMENT**

16.1 If at any time during the term of this Agreement, the Parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which shall be supplemental to and form part of this Agreement.
17. **ASSIGNMENT**

17.1 This Agreement may not be assigned in whole or in part by the Employee.

18. **APPLICABLE LAW**

18.1 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Newfoundland and Labrador.

**IN WITNESS WHEREOF** the parties have signed this Agreement.

Her Majesty in Right of Newfoundland and Labrador, herein represented by the Clerk of Executive Council

![Signature]

GARY NORRIS

Her Majesty in Right of Newfoundland and Labrador, herein represented by the Minister of Tourism, Culture and Recreation

![Signature]

HONOURABLE TERRY FRENCH

THE ROOMS CORPORATION OF NEWFOUNDLAND AND LABRADOR, herein represented by the Chair

![Signature]

TOM FORAN

THE EMPLOYEE

![Signature]

DEAN BRINTON
SCHEDULE “A”
Chief Executive Officer (CEO)
The Rooms Corporation of Newfoundland and Labrador

General Accountability

The CEO of The Rooms Corporation of Newfoundland and Labrador (The Rooms) is accountable for the effective development, planning, control, direction and supervision of all matters relating to The Rooms. The CEO is responsible for developing and recommending, as well as evaluating comprehensive legislation and appropriate policies, accountability documents, programs and operations to enable The Rooms to carry out its mandate.

Structure

The CEO reports to the Chair of The Rooms and carries out the mandate of The Rooms as outlined in the Act, or as the Chair may direct.

Six (6) positions report to the CEO. They are Directors of The Rooms Provincial Museum, The Rooms Provincial Archives and The Rooms Provincial Art Gallery of Newfoundland and Labrador; the Director of Finance and Operations; the Director of Development, Public Services and Marketing and the Administrative Assistant to the CEO.

Nature and Scope

Environment

The major mandates of The Rooms are as follows:

The Rooms Provincial Museum and its Regional Museums and exhibit programs.
The Rooms Provincial Archives
The Rooms Provincial Art Gallery

The CEO requires a broad and comprehensive knowledge of the many cultural resource disciplines concerned. The CEO is expected to advise the Chair, Board and Minister on all policy, financial and human resource requirements. The CEO is the representative of The Rooms at conferences, public functions, public meetings, development solicitations etc. and must be able to understand, communicate and defend legislation mandates, and programs from an administrative, fiscal and policy point of view.

Functions Performed by the CEO Personally

The CEO will be responsible, subject to the direction of the Board, to develop and implement a Strategic Plan.
The CEO reports to the Chair and the Board and ensures compliance with the legislative requirements of the *Rooms Act*.

The CEO is responsible for the drafting of Cabinet submissions in relation to new policy and legislative changes affecting the Corporation, as well as for ministerial correspondence.

The CEO is responsible for maintaining good stakeholder and community relations, including special relationships with aboriginal peoples and First Nations.

The CEO is responsible for budget direction, the control of all revenues and expenditures and the achievement of the revenue targets.

The CEO is responsible for the effective management of the Corporation’s human and fiscal resources.

The CEO is constantly evaluating programs and operations, considering the implications and evolving alternatives for achieving the same goals, to ensure the most effective and efficient operations.

The CEO interfaces with those in other provinces and senior federal officials having similar responsibilities for culture.

**Major Challenges of the Position**

A primary challenge is to manage the human and financial resources in order to fulfill the development funding mandate of the Corporation to ensure the greatest economic and social impact for the province and its people.

The CEO will work with The Rooms Board in developing and building an endowment fund.

One of the major challenges of the CEO is management of teams of multidisciplinary professionals in the fields of conservation, archaeology, archives, museology, interpretation, curatorial, art history and administration.

Other challenges require the CEO to ensure for accurate and timely public information on controversial elements of the Corporation, including its location at Fort Townshend, St. John’s, Newfoundland and Labrador.

Ensure adherence to all laws and subordinate legislation governing the Corporation.

Obtain staff commitment which is essential to an efficient and smooth running Corporation. The CEO must maintain control of the corporation yet he/she must show the leadership to gain the respect of his/her employees.
Develop and maintain good working relations with the arts and heritage sectors, as there are over 150 community museums and archives that look to this institution to provide a leadership role in the province.

External Contacts

- First Nations including the Inuit, Innu and Miq’maq governments and representatives of Treasury Board, Cabinet Secretariat, Union Representatives, other government departments, media and the public.

- Special stakeholders such as the Metis and the Francophone Federation of Newfoundland and Labrador.

- Other external contacts include, Visual Artists of Newfoundland and Labrador, Eastern Edge Gallery, Hospitality Newfoundland and Labrador, Museum Association of Newfoundland and Labrador, Association of Newfoundland and Labrador Archivists, and a variety of other provincial associations and federal departments and agencies having dealings with the Corporation.

Specific Accountabilities

- All fiscal matters relating to the Corporation, including the setting of priorities and direction for strategic and business plans as well as budget preparation and expenditures.

- Development, review, evaluation and modification of Corporation policies to meet the direction of the Board and the Minister.

- Provide advice to the Board and the Minister on Corporation responsibilities and programs and on provincial issues as they relate to the mandate of the Corporation.

- Secure provincial support and co-operation for Corporation policies and programs.

- Obtain additional resources as needed to meet Corporation priorities.

- Maintain personal contacts with other provincial and federal officials.

- Building and managing an endowment fund.

- Developing and implementing the Strategic Plan of the Corporation.
November 4, 2013

Mr. Dean Brinton  
Chief Executive Officer  
The Rooms Corporation

Dear Mr. Brinton:

In pursuance of Clause 1.4 of your employment contract dated May 10, 2010, wherein you became a contractual employee with the Department of Tourism and The Rooms Corporation of Newfoundland and Labrador; this will confirm that your contract is extended to May 9, 2020 or until termination in accordance with the contract.

All other terms and conditions shall continue to apply.

Her Majesty in Right of Newfoundland and Labrador, herein represented by the Clerk of the Executive Council  

Julie Mullaley

Her Majesty in Right of Newfoundland and Labrador, herein represented by the Minister of Tourism, Culture and Recreation  

Honourable Terry French

The Rooms Corporation of Newfoundland and Labrador, Herein represented by the Chair  

Tom Foran

The Employee  

Dean Brinton

P.O. Box 8700, St. John's, NL, Canada A1B 4J8
Amendment to Contract of Employment

THIS AMENDMENT TO THE AGREEMENT is made at St. John's, in the Province of Newfoundland and Labrador, this ___ day of October, 2015.

BETWEEN: HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Clerk of the Executive Council;

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR as represented by the Minister of Business, Tourism, Culture and Rural Development;

THE ROOMS CORPORATION OF NEWFOUNDLAND AND LABRADOR as represented by the Chair of the Corporation;

(“the Employer”)

AND: Dean Brinton

(“the Consultant”)

WHEREAS on May 10, 2010 the parties entered into a contract of employment (“Agreement”); AND WHEREAS the parties have agreed that the Agreement should be amended;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and consideration set out herein, the parties hereby agree as follows:

1. The Agreement is amended by adding after 13.2 the following clause:

13.A SEVERANCE BENEFIT

13.A.1 In addition to the Employee’s entitlement to termination benefits under clauses 11, 12 or 13, the Employee shall be entitled to severance pay if eligible in accordance with the Severance Pay Policy issued by the Treasury Board applicable to employees upon termination. The payment for the severance benefit is calculated using the salary component of the amount in Clause 2.1.

2. Otherwise all other terms of the Agreement amended by this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the Parties have signed this Agreement.
HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

Julie Mullen
Clerk of the Executive Council

Date: 11/17/15

HER MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

David Heneghan
Minister of Business, Tourism, Culture
and Rural Development

Date: 2/11/15

THE ROOMS CORPORATION OF
NEWFOUNDLAND AND LABRADOR

Chair of the Corporation

Date: Nov 16/2015

THE EMPLOYEE

Dean Irwin

Date: 2/11/15