

EMPLOYMENT AGREEMENT

BETWEEN:

Timmins and District Hospital ('TADH' or the 'Hospital')

-and-

Kate Fyfe (the Executive)

WHEREAS TADH has extended an offer of employment to the Executive to serve as the President and Chief Executive Officer of the Hospital commencing as of July 27, 2020;

AND WHEREAS the Executive has indicated to the Hospital that she wishes to accept appointment to this role upon the terms and conditions set forth in this agreement;

THEREFORE IN CONSIDERATION of the commitments, obligations and consideration contained herein, the Hospital and the Executive enter into this employment agreement setting out the terms and condition of the Executive's employment as President and Chief Executive Officer of the Hospital as follows:

1. DUTIES, RESPONSIBILITIES AND ACCOUNTABILITY

- 1.1 The Executive agrees to serve as the President and Chief Executive Officer of TADH and agrees to do so at all times to the best of her ability in compliance with all applicable laws, this agreement and all relevant By-laws, policies, procedures, rules and regulations, all as may be amended from time to time.
- 1.2 The Executive agrees to perform the duties and exercise such powers as is set out in the attached "Position Description" (Schedule A).
- 1.3 It is expressly acknowledged and agreed that the duties and responsibilities of the Executive may be added to, altered or amended from time to time as may be mutually agreed between TADH and the Executive.

2. TERM

- 2.1 The term of this agreement shall commence on July 27, 2020 and end on July 27, 2025, ("Expiry Date") subject to the provisions of Article 7 (Termination). For clarity, it is understood that the expiry of this agreement shall not be considered to be a termination with or without cause for the purposes of Article 7.
- 2.2 The terms and conditions of this agreement shall continue in force notwithstanding that the position and/or duties performed by the Executive may change from time to time.

2.3 In the event the Executive's employment continues with TADH after the end of the term of this agreement without the parties having entered into a new or revised agreement, then the provisions of this agreement will continue in force except that the term of this contract will be converted to one of an indefinite term and the Executive termination rights shall be governed by section 7.

3. FULL TIME AND ATTENTION

3.1 The Executive agrees to devote her full time and attention to the performance of her duties as President and Chief Executive Officer under this agreement and she shall not accept any appointment as an officer, director, employee or consultant with any other organization during the term of this agreement without the prior consent of the TADH Board.

3.2 The Executive acknowledges that, in addition to regular work hours, this position may include the carrying out of her duties in the evenings and on weekends as may be required from time to time. Where the amount of time devoted to such duties outside regular work hours is in excess of what would normally be expected for the position of President and CEO, the Executive and the Board Chair or delegate shall mutually agree on an equitable amount of time off with pay to which the Executive is entitled.

4. COMPENSATION AND BENEFITS

4.1 The Executive's compensation is set out in the attached Schedule B, which subject to applicable legislation may be amended upon mutual agreement of the parties from time to time without affecting the applicability of the rest of this agreement.

4.2 The Executive shall be entitled to participate in the benefits plan per Schedule C at TADH's cost except for the employee portion applicable to some benefits and the employee portion of HOOPP. Any additional benefits given to full-time executives of the Hospital in general shall be given to the Executive, unless the Executive already has similar benefits pursuant to this agreement.

4.3 It is agreed and understood that the terms of this agreement, including the terms relating to compensation, perquisites, discretionary and non-discretionary payments, benefits, termination entitlements and any other forms of remuneration, are subject to the provisions of the *Broader Public Sector Accountability Act, 2010* ("BPSAA"), the *Excellent Care for All Act, 2010*, and the *Broader Public Sector Executive Compensation Act, 2014*, including any applicable prescribed compensation framework (hereinafter defined as "Prescribed Compensation Framework") and any future legislation relating to public sector executive compensation and can be amended or adjusted in order for this agreement to become or remain in compliance with the applicable legislation without the need for notice and without giving rise to a breach of this agreement, a claim for constructive dismissal, provided that the reduction in remuneration is less than 15% or the foundation for any other potential legal action against TADH.

4.4 The parties also recognize the statutory obligation to comply with (a) any accountability agreement put in place or (b) any directions set out in an order from the Lieutenant Governor in Council pursuant to the provisions of the *Commitment to Future of Medicare Act, 2004*, the *Local Health System Integration Act, 2006*, the *Public Hospitals Act* or any other applicable legislation.

5. EXPENSES

- 5.1 It is understood that the Executive will incur expenses in connection with her duties and her responsibilities under this agreement. TADH will reimburse the Executive for any reasonable and substantiated expenses. In addition to normal business expenses, the hospital will reimburse the Executive for expenses related to her efforts to become bilingual. Provided all such expenses were incurred in accordance with established Hospital BPSAA compliant policies and, where applicable, approved by the Board Chair or delegate.
- 5.2 TADH agrees to pay membership fees for up to two of the Executive's professional organization memberships, such as Canadian College of Health Leaders and such other organization or association as may be chosen by the Executive or for which membership is determined to be advantageous for the effective performance of his duties and responsibilities as President and Chief Executive Officer, with such reimbursement to be subject to approval by the Board Chair or delegate.
- 5.3 It is understood that as part of the effective performance of her role, the Executive will be absent from the Hospital from time to time to attend professional development meetings and conferences and to attend to such outside professional duties or obligations as have been mutually agreed with the Board of Directors of the Hospital. TADH agrees to reimburse the Executive for reasonable enrolment, materials and travel expenses in relation to such meetings and conferences, with such reimbursement being subject to prior approval by the Board Chair or delegate.
- 5.4 The Executive is required to provide an automobile to carry out her duties and responsibilities. TADH will reimburse the Executive for the use of her personal vehicle while on Hospital business at the per kilometer rate outlined in the TADH's travel policy.
- 5.5 (a) TADH shall reimburse the Executive, in connection with the Executive's relocation to Timmins for the one-time costs associated with the packing, shipping, and unpacking of household belongings. The Executive shall obtain and provide to TADH three (3) estimates from reputable Timmins based moving companies, and TADH shall reimburse the Executive for the amount of the lowest acceptable bid.
- (b) TADH will reimburse the executive for up to 8 weeks of temporary accommodation in Timmins and up to a maximum of \$6,000 in respect of the land transfer and legal costs related to the purchase of a house. Reimbursement will require the provision of receipts or other documentation to support the incurred expenses.
- (c) The Executive acknowledges that the above relocation expenses shall be reimbursed by TADH in consideration of the Executive fulfilling the term of this Agreement

6. ANNUAL PERFORMANCE REVIEW

- 6.1 The Board or the Executive of the Board shall conduct an annual performance evaluation of the Executive between April 1st and May 30th. The performance evaluation will be conducted in accordance with Board Policy on Executive Evaluation as amended from time to time and in the form approved by the Board from time to time and shall be based on:

- (a) the Executive's success in working towards the goals and objectives as approved annually by the Board and communicated to the Executive prior to the beginning of the evaluation period.
- (b) the duties of the Executive outlined in the position description (Schedule A).
- (c) TADH's performance under any accountability agreements between the Hospital and Ontario Health North or the Ministry of Health and Long Term Care.
- (d) Any parameters established in a Prescribed Compensation Framework.
- (e) any notices, compliance directives or orders issued by Ontario North or the Minister of Health and Long Term Care pursuant to the *Commitment to the Future of Medicare Act, 2004*, the *Local Health System Integration Act, 2006*, the *Public Hospitals Act* or any other applicable legislation.
- (f) Other relevant matters.

6.2 It is understood that the evaluation process will also establish measurable performance expectations, including both short-term and long term objectives for the Executive as identified by the Board.

6.3 Subject to 4.3 and 4.4 above, the board will provide an appropriate increase in remuneration in accordance with the TADH's Executive compensation Policy. It is understood and agreed that a percentage of the Executive's annual compensation may be linked to performance in accordance with item 3 of Schedule B. Adjustment to the Executive's compensation will not be effective unless it is in writing and signed by the Board Chair or delegate, and to the extent permitted by Provincial Law.

7. TERMINATION

7.1 Termination of employment by Executive

- (a) The Executive may terminate this agreement voluntarily at any time by giving not less than a three (3) month notice in writing to TADH. TADH may waive notice in whole or in part, in which case payment would be made to the Executive for the period of notice that is waived, with such payment including salary, accrued vacation, and outstanding requests for reimbursement of expenses as well as health and welfare benefits, pension benefits, either by way of continuation of these benefits or payment of an amount equivalent to what TADH's cost of providing these benefits would have been were they to be continued.
- (b) In the event the Agreement is terminated voluntarily by the Executive prior to the Expiry Date, the Executive entitlement hereunder shall be offset by the amounts reimbursed by TADH under section 5.5 of this Agreement prorated for the amount of time remaining in the term under section 2.2 of this Agreement. For example, if the executive completes 2 years of the 5 year term by the time the notice in paragraph 7.1 (a) expires, the executive shall repay three fifth (3/5) of the amounts under section 5.5 of this Agreement.

7.2 Termination by TADH for Just Cause

TADH may terminate this Agreement at any time for cause by written communication, without payment of any compensation, either by way of anticipated compensation or damages of any kind except for any compensation or other amount accrued or earned to date of termination. "Cause" for the purpose of this Agreement shall be as established by the laws of the Province of Ontario.

7.3 Termination by TADH without cause

TADH may, in its absolute discretion, terminate this agreement without Cause at any time and in full satisfaction of any and all entitlements or claims the Executive may have in relation to the cessation of his employment as follows:

- (a) By either:
 - (i) giving 12 (twelve) months' written notice to the Executive; or
 - (ii) By providing 12 (twelve) months' compensation in lieu of notice. TADH will also pay, as a lump sum payment to the Executive, any unpaid salary or expected performance pay earned by the Executive up to and including the date of such termination, and any unpaid vacation pay earned by the Executive in the current year up to and including the date of termination. TADH will maintain the Executive's health, dental and life insurance coverage, to the extent permitted by the respective carriers, excluding short term and long term disability, from date of termination until the term of severance is complete under section 7.3.
- (b) The 12 (twelve) months' written notice referred to in paragraph 7.3(a) above will increase by 1 (one) month per completed year of service after the second year to a maximum of 18 (eighteen) months' notice or pay in lieu of notice.
- (c) The Executive acknowledges that the notice and payment described above are in complete satisfaction of any and all rights to notice, pay in lieu of notice, severance pay and any other claim that the Executive would have otherwise at common law or under any statute. Upon receipt of such notice or payment in lieu of notice, the Executive acknowledges that she will not have any claim against the Hospital, its Directors, employees, agents and Officers, in any way related to her hiring, employment with or the termination of her employment by the Hospital.

8. VACATION ENTITLEMENT

- 8.1 The Executive shall receive a vacation entitlement of seven (7) weeks per year (for vacation purposes, a year runs from April 1 in one year to March 31st of the following year). Scheduling of vacation will be made with due regard to high demand periods or other periods of time requiring the presence of the Executive at the Hospital and is ultimately subject to the approval of the Board Chair or delegate. At least ten (10) days of the total amount should be taken in at least five (5) day blocks, to ensure that the Executive has the opportunity to be truly absent from the Hospital.

- 8.2 The executive may not carry over more than two (2) weeks of unused vacation entitlement into a subsequent year without the Board Chair's written consent
- 8.3 For the period July 27, 2020 to March 31st, 2021, the Executive shall be entitled to 6 weeks of vacation time.

9. LIABILITY INSURANCE

- 9.1 TADH shall insure the Executive under its respective general liability insurance policies for directors and officers for all acts done by her in good faith as President and Chief Executive Officer throughout the term of this agreement.
- 9.2 Where civil or other proceedings are brought against the Executive or she otherwise becomes a party to such proceedings before any court, tribunal or board, and the Executive has exercised her powers in accordance with her duties and authority set out in this agreement, TADH shall assume the defense of such proceedings (including the costs thereof) and shall pay any and all damages, penalties, interests and costs awarded, including punitive or aggravated damages, provided that the Executive cooperates fully with TADH or its designate(s) in the investigation, preparation and presentation in such proceedings.
- 9.3 (a) TADH will provide the Executive with the same indemnification protection that it provides to its Directors and Officers to the fullest extent permitted by law.
- (b) (i) For greater certainty, the Executive shall not be indemnified under this Article for damages, penalties or legal costs arising from:
- (A) neglect or fault of the Executive in his personal capacity as a private citizen; or
- (B) conduct, acts or omissions that constitute just cause for termination at common law.
- (ii) The defense and indemnification provisions in this Article are not applicable to any legal proceeding between The Executive and TADH or any legal proceeding brought by the Executive to challenge any legislation or any direction, order, restriction, or statutory obligation imposed pursuant to any legislation.

10. RENEWAL

TADH shall provide the Executive with at least twelve (12) months written notice prior to the expiry of the term of this Agreement as to whether or not it intends to renew the Agreement for a further term or terms to be negotiated by the parties, which terms shall be negotiated within sixty (60) days from the date of notice. In the event that the terms of the Agreement are not negotiated within sixty (60) days, the Agreement will continue for an indefinite term subject to termination in accordance with Article 7.

11. CONFIDENTIALITY

- 11.1 The Parties acknowledge that this agreement will be posted under the accountability section of TADH's website.

- 11.2 It is recognized that in the performance of her duties, the Executive will acquire detailed and confidential knowledge of the Hospital's operations as well as other confidential information related to TADH and its staff, employees and patients. The Executive agrees and undertakes to not in any way use, disclose, divulge, furnish or make accessible to any person or entity, either during her employment or any time thereafter, any confidential knowledge, information or document obtained in the course of her employment with TADH, except as may be necessary in the proper discharge of her duties, as required by law, or with the prior written consent of TADH.

12. NOTICES

- 12.1 Any notice to be given to the Executive shall be delivered to the Executive personally or mailed by registered mail to the Executive's address last known TADH.
- 12.2 Any notice to be given to the Hospital shall be mailed by registered mail to the Hospital at its address last known to the Executive or delivered personally to the Board Chair or delegate.

13. EMPLOYER'S PROPERTY

- 13.1 The Executive acknowledges that all items of any and every nature or kind created or used by her pursuant to her employment under this agreement, or furnished by the Hospital to her, and all equipment, credit cards, books, records, reports, files, diskettes, manuals, literature, confidential information or other materials, including any items held in an electronic form, shall remain and be considered the exclusive property of TADH at all times and shall be surrendered to TADH upon request, or in the absence of a request, on the cessation, termination or ending of the Executive's employment.

14. PARAGRAPH HEADINGS

- 14.1 All paragraph headings have been inserted herein for convenience of reference only and do not form part of the written agreement.

15. AMENDMENT

- 15.1 Except where provided to the contrary in this agreement, the terms and conditions of this agreement may be amended at any time by mutual written agreement of the Parties.

16. ENTIRE AGREEMENT

- 16.1 This agreement contains the entire agreement of employment between the parties hereto and supersedes all previous negotiations, representations, understandings and agreements whether oral or written, express or implied, with respect to the subject matter herein.

17. INVALIDITY OF A PROVISION

- 17.1 The invalidity of any particular provision of this agreement shall not affect the validity of any other provision.

18. INDEPENDENT LEGAL ADVICE

18.1 The Executive acknowledges that she has had the opportunity to seek independent legal advice in respect of the terms and conditions set out in this agreement and that she is entering into this agreement voluntarily.

IN WITNESS WHEREOF the Parties have executed this Agreement:

TIMMINS AND DISTRICT HOSPITAL (TADH)

Per:  June 26, 2020
_____ Date
Gaétan Malette
Chair, Board of Directors

Witness name: _____

Witness signature: _____

THE EXECUTIVE:

Per:  _____
Kate Fyfe Date

Witness name: _____

Witness signature: _____

SCHEDULE A - POSITION DESCRIPTION

PRESIDENT & CHIEF EXECUTIVE OFFICER

Position Objective

Reporting to the Board of Directors, the President & Chief Executive Officer (Executive) of Timmins and District Hospital (TADH) has responsibility for the overall operational and financial management of the organization with duties circumscribed by the Hospital's By-Laws and applicable provincial legislation.

The Executive must attend to both the internal and external dimensions of the role (described below) by discharging these key responsibilities:

Key Responsibilities

- Establish a positive, accountable and collegial working relationship with the Board of Directors, characterized by decisive leadership and open communication, to develop short and long-term strategies for the organization that fulfill TADH's vision and mandate;
- Guide the implementation of these strategic priorities and ensure that the resources of the organization (organizational, human, information, financial) are aligned with TADH's Mission, Vision, Values and strategic goals. Very specifically, ensure structures and systems are in place for the development, review, and recommendation of new programs, program expansion, program changes or divestment;
- Develop and manage effective, collaborative relationships with TADH's numerous stakeholders, both internal and external, to meet clinical and operational objectives, influence system change and share knowledge in order to enhance patient care and service delivery;
- Provide leadership that is visionary, inspiring and engaging; that is collaborative, consensus building and motivating; that attracts, supports and develops top talent; that promotes integrated service delivery and inter-professional practice; and that fosters a culture of quality, safety, team work, accountability and transparency;
- Establish a strong presence in the community and region, further enhancing the organization's profile and positive image as well as working to improve the region's health status; and
- Lend strong support to the Foundation through active participation in capital campaigns, annual giving, bequests, major gift, and special event programming.

The internal hospital environment dimensions include to:

- Ensure that exemplary patient-centered care, inclusive of the family (as applicable), is the overarching objective against which resources are applied;
- Establish a positive, accountable and collegial working relationship with the Board, characterized by candor and transparency. Working within clearly defined roles, the Board

and Executive will develop mutually acceptable processes for direction setting, decision-making and issues management;

- Ensure that the organizational structure and resources (organizational, human, information, financial) are aligned with TADH's Mission, Vision, Values and strategic goals. Very specifically, ensure structures and systems are in place for the development, review, and recommendation of new programs, program expansion or program changes;
- Develop an academic platform with the Northern Ontario School of Medicine and other post-secondary health sciences relationships, building a dynamic environment for academic inquiry and a first-rate learning experience;
- Champion, in a fiscally prudent manner, the ongoing renewal of facilities and implementation of new technologies conducive to the provision of exemplary patient-centered care;
- Ensure that TADH's efficient and effective operations are optimized with a soundly conceived organizational structure populated by highly capable and accountable leaders;
- Ensure that Quality, Safety and Risk Management issues as they affect patients, staff, volunteers and visitors are priorities of the organization, informing resource allocation decisions;
- Provide clear and decisive leadership, congruent with the intended direction established by the Board, sustaining and enhancing the Hospital's excellence;
- Develop, recommend, foster and model the values, culture and philosophy of TADH, ensuring that the organization continues to embrace creativity and innovation contributing to staff, volunteer and physician development and engagement;
- Continue to build solid relationships with physicians and ensure physician and programmatic alignment with TADH's overall Strategic Plan and revisions thereto; and
- Establish a visible and approachable presence within the hospital, fostering strong relationships with all levels of management and front line staff.

The External Environment dimensions include to:

- Foster a mutually satisfactory, collaborative, productive, and respectful relationship with Ontario Health North and the Ministry of Health and Long-Term Care, with a view to continuing to position TADH as a trusted and leading provider agency in the north, operating with a sound rationale for funding support on the basis of providing needed high quality, high efficiency clinical services that are responsive to the needs of the diverse communities served by TADH;
- Continue to be a significant contributor within the HUB group of providers (Sault Area Hospital; Health Sciences North in Sudbury; North Bay Regional Health Centre and the Northeast CCAC);

- Actively partner with the Northern Ontario School of Medicine, and other post-secondary health science academic organizations, to develop a TADH teaching and research profile consistent with TADH's Strategic Plan and available resources;
- Champion partnerships and joint ventures with the broader public and private sectors in pursuit of innovative enterprise-wide solutions serving to both leverage available resources and enhance service quality and efficiency;
- Represent TADH to the community, government, media, and other related organizations, agencies and associations utilizing effective communications and public relations techniques;
- Maintain strong and open relationships with our district politicians, including the MPP, MP, Mayors and Councils;
- Collaborate actively with the other health care organizations in the north ensuring that the aggregate clinical profile is strong, rationalized to underscore the respective areas of clinical focus upheld by each provider organization, and to ensure the communities served have access to care on a timely, accessible basis; and
- Champion systems integration and linkages with the community agencies and other health care partners (locally and provincially), with a view to improving the health status of the populations touched by the work of TADH.

SCHEDULE B - COMPENSATION

1. The parties acknowledge that the BPSAA wage restraint provisions currently prevent TADH from providing the Executive with a pay for performance component to her salary. The parties acknowledge that the *Broader Public Sector Executive Compensation Act, 2014* establish a compensation framework that on its effective date override any provisions of this Agreement including the compensation framework set out in this Schedule.
2. TADH shall pay the Executive a gross annual base salary of \$284,000 which is inclusive of any time off for vacation and paid holidays and is subject to necessary deductions.
3. The *Excellent Care for All Act, 2010* (the 'Act'), requires that a portion of the Executive's compensation be linked to performance.
4. It is understood that this Schedule B may be amended from time to time without affecting the applicability or enforceability of the terms of the Employment Agreement.
5. TADH's Executive Compensation Policy, the Executive Evaluation Policy and applicable legislation will guide the parties in determining the Executive's compensation. Where the terms of this Employment Agreement, including this Schedule B, conflict with a policy provisions, the terms of this agreement will govern.

SCHEDULE C – BENEFITS

1. The Executive will be eligible for the following benefits:
 - a) Hospitals of Ontario Pension Plan (HOOPP)
 - b) Hospitals of Ontario Disability Insurance Plan (HOODIP)
 - c) Extended Health Coverage
 - d) Dental
 - e) Semi-Private Hospital Coverage
 - f) Life Insurance and Accidental Dismemberment and Death (AD&D)
 - g) Long-Term Disability
 - h) WSIB
 - i) Employer Health Tax
 - j) Up to \$1000 Health Spending Account (submission of receipt for expenditures incurred required)