



## **EMPLOYMENT AGREEMENT**

**BETWEEN**

**THE RENFREW VICTORIA HOSPITAL,  
("The "Employer")**

**AND**

**JULIA BOUDREAU  
("The Executive")**

**WHEREAS** the Employer recognizes the value of the Executive's experience and services as a health care executive since 1987 for benefit and severance purposes, and the Employer desires to secure the services of the Executive for an indefinite period of time.

**AND WHEREAS** the Executive has been employed by the Employer since 1991.

**AND WHEREAS** the Governance Committee of the Board of Directors at their meetings empowered the Chair of the Board to draw up terms and conditions for the Executive's employment and was given the power to act and sign on behalf of the Employer.

**AND WHEREAS** the Executive desires and recognizes it is mutually beneficial to confirm in writing the terms of employment.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

### **EMPLOYMENT**

#### **1. Position**

The Executive agrees to be employed as the Chief Executive Officer (CEO) of the Renfrew Victoria Hospital, under the terms and conditions outlined in this agreement for an indefinite duration.

#### **2. Duties**

The Executive shall perform all duties of the CEO of the Renfrew Victoria Hospital as outlined in the job description, and in accordance with the bylaws, policy and policy statements of the Board of Directors. The Executive also agrees to perform all other duties as directed by the Chair of the Board.

The Executive's appointment under this Agreement shall be effective as of June 1, 2020, and shall continue unless terminated in accordance with the provisions of this Agreement.

### **3. Compensation**

Total Annual Compensation for the Executive is comprised of a Fixed Annual Compensation component and a Pay at Risk Compensation component.

The Employer and the Executive agree that a percentage of the Executive's Total Annual Compensation, hereinafter called the Pay at Risk Compensation component, shall be linked to the achievement of assigned performance targets as set out in the Employer's Annual Quality Improvement Plan (hereinafter "QIP") and as may be amended from year to year.

Subject to constraints imposed by applicable law, the Governance Committee of the Board of Directors, shall review the Executive's Total Annual Compensation on a yearly basis, and shall set the Executive's Total Annual Compensation effective on each anniversary of the effective date being June 1 (the "effective date").

### **4. Fixed Annual Compensation**

The Executive shall receive a fixed annual compensation of \$240,000.00 in the first year of this agreement. Annual progression through the following steps shall proceed based upon performance evaluation conducted by the Chair of the Board:

June 2021: \$251,000.00

June 2022: \$263,000.00

June 2023: \$273,000.00.

Payment of the Executive's Fixed Annual Compensation and any other amounts due under this Agreement shall be in accordance with the Employer's normal payroll practices and shall be subject to such deductions and withholdings as are required by law.

### **5. Other Income**

The Executive is also entitled to retain any and all income derived from external sources.

### **6. Expenses Incidental to Employment**

The Executive shall be entitled to reimbursement for all reasonable and necessary expenses incurred in connection with the performance of duties of employment hereunder, in accordance with the policies, rules and directives of the Employer as adopted and amended, from time to time. As a condition of such reimbursement, the Executive shall submit verification for the nature and amount of such expense, in accordance with the reimbursement policies, rules and directives of the Employer, as adopted and amended from time to time.

The Executive shall be reimbursed for all authorized travelling and other out-of-pocket expenses actually and properly incurred by her in connection with her duties hereunder. "Authorized" expenses include expenses that are either (i) incurred in accordance with established Hospital policy or (ii) approved in advance by the Chair of the Board. For all such expenses the Executive shall furnish to the Hospital statements and receipts as and when required by the Hospital.

## **7. Vacation**

The Executive will be entitled to 7 weeks of compensated vacation time per year. Vacation will be taken at times mutually agreed upon between the Executive and Chair of the Board. Unused vacation time from each year may be paid to the Executive on May 1st of each calendar year. The Executive shall be allowed to carry any unused earned vacation from prior years into the next calendar year. Any remaining balance will be payable at retirement, resignation or termination. Vacation entitlement is to be reviewed by the Chair of the Board on an annual basis, however, in no event shall it be less than 7 weeks per year.

## **8. Benefits**

The Employer will pay 100% of the benefit costs on behalf of the Executive as outlined in the Hospital's non-union benefit plan package as amended from time to time. Any additional benefit given to the employees of the Hospital in general shall be given to the Executive, unless the Executive already has a similar benefit pursuant to this Agreement.

The Employer will pay the Employer portion of contributions to the Hospitals of Ontario Pension Plan on behalf of the Executive. The Executive will be responsible for the employee portion of contributions to the Hospitals of Ontario Pension Plan.

The Employer will pay the Executive's home internet and telephone land line.

The Executive will receive a car allowance of \$1,000.00 per month, which shall be used by the Executive for automobile operating expenses (such as insurance, gasoline, regular maintenance, etc.).

Travel for work purposes will be reimbursed in accordance with the reimbursement policies, rules and directives of the Employer, as adopted and amended from time to time. The Employer recognizes the need for the Executive to represent the Employer at social and entertainment events. The Executive may also be expected to host local and visiting dignitaries (i.e., physician recruitment). The Executive is authorized to use a Hospital credit card for this purpose and submit a monthly account to the Business Office. Such expenses shall be approved by the Chair of the Board.

## **9. Professional Development**

The Employer will reimburse the Executive for professional memberships required for their office of employment such as, but not limited to the Canadian College of Health Leaders, and College of Nurses of Ontario.

The Employer shall pay for subscription to following newspapers: Ottawa Citizen, Eganville Leader, and Globe and Mail.

The Executive shall be entitled to two (2) continuing education seminars on an annual basis of her selection. This is in addition to the annual conferences of the Ontario Hospital Association and the Canadian College of Health Leaders. All costs incurred in attending shall be paid by the Employer.

## **TERMINATION OF EMPLOYMENT**

### **10. Resignation or Retirement**

The Executive may resign, at any time, and for any reason, upon providing a minimum of four (4) months' notice of resignation or retirement in writing to the Employer. The Employer may waive notice in whole or in part, upon paying the Executive the compensation she would have otherwise earned during the balance of the notice period so waived.

### **11. Termination by Mutual Agreement**

This Agreement may be terminated by mutual agreement of the Executive and Employer in writing.

### **12. Termination in the Event of Death**

This Agreement shall terminate immediately in the event of the death of the Executive.

### **13. Termination for Cause**

The parties understand and agree that this Agreement may be terminated by the Employer for cause. If the Executive's employment is terminated by the Employer for cause, the Executive will not be entitled to notice of termination, pay in lieu of notice or any benefits other than those prescribed by law.

### **14. Termination without Cause**

The Board may in its discretion terminate the Executive's duties of Renfrew Victoria Hospital. Such action shall require a three-quarter vote of the entire Board and will be effective when such vote is taken. Should termination of employment be initiated by the Board, or its successor, except for reasons that are mutually agreeable, payment of severance in lieu of notice shall be 24 months' salary. Payment shall be in the form of a lump sum, payable within thirty (30) working days of termination. The payment of these funds is not dependent on whether or not the Executive is able to obtain other employment. All taxes will be the responsibility of the Executive.

All benefits in existence at the time of termination, including but not limited to all health and insurance benefits and pension contributions, shall remain in effect for the balance of the severance period, save and except if the Executive obtains other employment providing comparable benefits at which time all benefits shall terminate.

The Employer shall provide for the payment of out-placement counselling services or continuing education to a maximum of \$20,000.

The Employer shall provide for the payment of all legal, accounting fees and independent financial advice associated with the severance package to a maximum of \$5,000.

The Employer shall provide for the continuation of office assistance, telephone, for the balance of the severance period to assist in job search, consulting, etc.

Should the Board, Local Health Integration Network, Ontario Health or the Ministry of Health and Long Term Care, or any other body, vote or put into place any actions that adversely affect the terms and conditions of this Agreement, the Employer shall honour the termination clause as outlined. Should the duties of the Executive be materially changed without the Executive's consent so it can be found that the Executive is no longer performing the duties of the Chief Executive Officer of Renfrew Victoria Hospital, the Executive shall have the right, in her complete discretion, acting reasonably, to terminate this Agreement by written notice delivered to the Chair of the Board. Upon such termination, all rights, duties and obligations of both parties shall cease, except that the Employer shall honour this termination clause.

### **15. Confidentiality**

Except as required by law the Executive shall not at any time including after the termination of this Agreement, disclose Confidential Information about the business of the Employer acquired by the Executive in the course of her employment. "Confidential Information" includes, without limitation, information and facts relating to the operation and affairs of the Employer acquired by the Executive, including information and facts relating to present and contemplated services, future plans, processes, procedures, suppliers, capital projects, financial information of all kinds, government relations strategies, patients or their health records, any product, device, equipment or machine, or employees, which is information from which the Employer can be reasonably believed to derive actual or potential value from such information remaining not generally known or readily ascertainable. For greater certainty, Confidential Information shall not include:

- information and facts that are available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement; or
- information and facts that become available to the Executive on a non-confidential basis from a source other than the Employer.

Any inventions, systems, and/or research developed by the Executive during the term of the Agreement in connection with her employment shall become the exclusive property of the Employer.

The Executive and the Employer covenant and agree that neither party shall engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative remarks or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the other party, which in the case of the Employer, includes the Board, officers, employees, and physicians.

### **16. Liability Insurance**

The Employer shall insure the Executive under its general liability policy both during and after the term of her employment, for all acts done by the Executive in good faith and in the execution of her office as Chief Executive Officer, throughout the term of her employment, including where the Executive is specifically named in a lawsuit launched by a patient, member of the Medical Staff, or any other party where the Employer is a co-defendant.

## **GENERAL**

### **17. Agreement**

This agreement constitutes and expresses the whole agreement of the parties hereto with reference to the employment of the Executive by the Employer and with reference to any of the matters or things herein provided for, or herein before discussed or mentioned with reference to such employment, all promises, representation and understandings relative thereto be emerged herein.

### **18. Notices**

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 to the Employer.

Any notices to be given to the Employer shall be delivered to the Board Chair personally or mailed by registered mail to the Employer at its address last known to the Executive.

### **19. Amendments**

It is understood and agreed that any amendment or amendments to the Agreement shall be valid and binding only if agreed to in writing signed by all parties hereto.

### **20. Governing Law**

This Agreement shall be construed in accordance with the laws of the Province of Ontario.

### **21. Successors**

This Agreement is binding on the Employer and any successor to it.

### **22. Sections and Headings**

The division of this Agreement into Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

### **23. Severability**

In the event any provision of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

### **24. Waiver, Modification, Cancellation of Agreement**

Any waiver, modification or cancellation of this Agreement must be in writing and signed by the parties or shall have no effect and shall be void.

### **25. Renewal**

This Agreement is renewed automatically on an annual basis. Any adjustments will be subject to clause 25 of this Agreement.

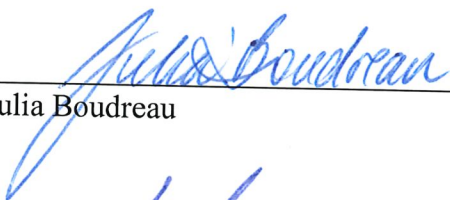
### **26. Arbitration**

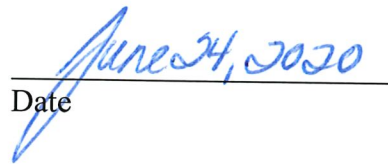
Should a dispute arise between the parties with respect to this Agreement or the performance of its terms and conditions, the dispute shall be referred to arbitration before a single arbitrator who is a member in good standing of the Law Society of Upper Canada or a retired judge of the Superior Court of Ontario, mutually agreed upon. If the parties fail to agree on such an arbitrator, an Application may be made by either party to the Ontario Court for the appointment of an arbitrator. Any arbitrator so appointed shall proceed to determine the rights of the parties pursuant to the provisions of the Arbitration Act, 1991 or such other Act governing arbitrations in the Province of Ontario then in force and, subject to the Act, such arbitrator's decision shall be final and binding on the parties hereto.

**27. Independent Legal Advice**

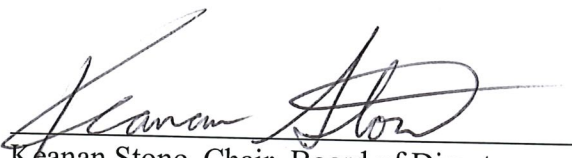
Each party has had the opportunity to obtain independent legal advice and has read and understood the terms of this Agreement, and each freely agrees to those terms.

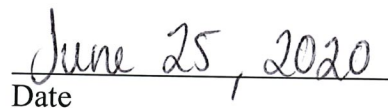
**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
Julia Boudreau

  
\_\_\_\_\_  
Date

  
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Witness

  
\_\_\_\_\_  
Kéanan Stone, Chair, Board of Directors

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness