

November 14, 2011

Mr. Jocelyn Bourgoin  
CEO Manitouwadge General Hospital  
Manitouwadge ON P0T2C0

Jocelyn,

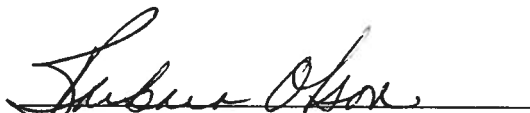
In accordance with the employment agreement between Manitouwadge General Hospital and you, we have conducted your one year (annual) performance review as CEO of our hospital. Please note, unlike with your three and six month reviews, where the evaluation process was a little less formal, this annual review has involved the use of our formal evaluation tool, a copy of which is attached.


The Board is very pleased with your performance as CEO to date, as is indicated by the comments found in section 4.0, Overview and Summary of the CEO Performance Review document attached.

We look forward to continuing to work with you well into the future.

As a result of this review the Manitouwadge General Hospital Board of Directors shall increase your annual salary to \$112,000.00, less statutory and applicable deductions retroactive to October 1, 2011. As well, you are still entitled to any cost of living adjustments as may be agreed to from time to time by the Board of directors for senior level positions within the hospital.

Regards,

  
Vice Chairman:  
Barbara Olson

  
Chairman:  
Bob Kirkpatrick

# EMPLOYMENT AGREEMENT

**BETWEEN**

**Manitouwadge General Hospital (the "Hospital")**

**- and -**

**Jocelyn Bourgoin (the "Employee")**

## **1. APPOINTMENT**

- 1.1 The Hospital hereby appoints Jocelyn Bourgoin as the Chief Executive Officer of the Hospital and Jocelyn Bourgoin accepts such appointment.

## **2. DUTIES, RESPONSIBILITIES AND ACCOUNTABILITY**

- 2.1 The Employee agrees to serve as the President and Chief Executive Officer of the Hospital to the best of his ability in compliance with all applicable laws, this Agreement and the Hospital's By-laws, policies, procedures, rules and regulations, all as may be amended from time to time.
- 2.2 The Employee agrees to perform the duties and exercise such powers as may be prescribed or specified from time to time by the Board of Directors of the Hospital, and he shall be directly accountable to the Board of Directors of the Hospital in accordance with the Hospital's by-laws and applicable policies and procedures. The Board Chair shall act as the Board's central point of official communication with the Employee.

## **3. FULL TIME AND ATTENTION**

- 3.1 The Employee agrees to devote his full time and attention to the performance of the business and affairs of the Hospital and he shall not accept any appointment as an officer, director, employee or consultant with any other organization during the term of this Agreement and any renewal hereof, without the prior consent of the Board of Directors.

## **4. COMPENSATION AND BENEFITS**

- 4.1 The Hospital shall pay the Employee an annual fixed salary of \$100,000.00 less statutory and applicable deductions. The Employee will be entitled to any cost of living adjustments as may be agreed to from time to time by the Board of Directors for senior level positions within the Hospital.
- 4.2 The Employee shall be entitled to participate in all benefits as provided by the Hospital to its management staff, including HOOPP, dental, extended health, group life insurance and disability benefits, together with such enhancements or additional benefits as may be

available and as the Employee may elect. The costs of benefits shall be paid by the parties in accordance with the cost distribution utilized by the Hospital for its management staff.

- 4.3 The Employee and the Hospital will pay their respective contributions to HOOPP in accordance with HOOPP regulations as may be updated from time to time.

**5. EXPENSES**

- 5.1 It is understood and agreed that the Employee will incur expenses in connection with his duties and responsibilities under this Agreement. The Hospital will reimburse the Employee for any reasonable and substantiated expenses, provided such expenses were incurred in accordance with established Hospital policy and, where applicable, approved by the Board.

- 5.2 The Hospital will pay for the membership fees for professional memberships in CCHSE.

**6. PERFORMANCE REVIEWS**

- 6.1 The Board of Directors of the Hospital will undertake a periodic review of the Employee's performance, which will include a review of the fulfilment of the duties and responsibilities as the President and CEO and other relevant matters. Performance reviews will be conducted at the following milestones:

- (i) after three (3) months of employment;
- (ii) after six (6) months of employment;
- (iii) after twelve (12) months of employment; and
- (iv) annually thereafter

- 6.2 Education:  
The Employee is encouraged to pursue a Master's Degree in Health Care Administration. Increased compensation will be considered throughout the process of acquiring this Degree.

**7. TERMINATION**

- 7.1 The Employee may terminate this Agreement voluntarily at any time by giving not less than three (3) months notice in writing to the Hospital. The Hospital may waive notice in whole or in part.

- 7.2 The Hospital may terminate this Agreement at any time for cause and without payment of any compensation upon provision of written notification to the Employee of same. For the purposes of this Agreement, 'cause' means cause as defined at common law and shall include but not be limited to:

- (a) the theft by the Employee of any funds or property of the Hospital;

- (b) an attempt by the Employee to obtain any personal advantage from any transaction in which he has an interest which is adverse to the interest of the Hospital unless the Employee shall first have obtained the written consent of the Board of Directors of the Hospital;
- (c) a material breach of the provisions of this Agreement; or
- (d) the conviction of the Employee of a criminal offence which renders the Employee unsuitable for continued employment in the position of President and CEO.

A failure by the Hospital to rely on the provisions of this paragraph in any given instance or instances shall not constitute condonation or be deemed a waiver.

7.3 The Hospital may terminate this Agreement without cause at any time by providing written notification to the Employee. In such event the Employee will receive notice of termination in the amount of three (3) months, or pay in lieu of such notice, or some combination thereof, in satisfaction of any and all claims and demands or potential claims and demands against the Hospital at common law or pursuant to statute. The Employee will also be entitled to the continuation of his benefits for that same time period, or payment to him of an amount equivalent to the Hospital's cost of providing his benefits for the time period. Termination without cause for the purposes of this Agreement shall include but not be limited to:

- (a) A demotion of the Employee as the most senior executive of the Hospital or any successor;
- (b) A reassignment of the Employee to a position having less responsibility than the position of President and Chief Executive Officer;
- (c) The appointment of a supervisor for the Hospital under the *Public Hospitals Act* which infringes upon the authority of the Employee as the President and Chief Executive Officer of the Hospital; or
- (d) Any decision of the Minister of Health and Long Term Care, the Ministry of Health and Long Term Care, or a Local Integration Network that substantially or significantly infringes upon the authority of the Employee as the President and Chief Executive Officer of the Hospital.

7.4 This Agreement shall be terminated upon the death or commencement of long term disability of the Employee. The Parties agree that the commencement of long term disability by the Employee will result in the Employee no longer being able to perform the essential duties and requirements of his position, that no accommodation short of undue hardship will be possible and that it will result in a frustration of this Agreement.

- (a) In the event that Agreement is terminated upon the commencement of long term disability of the Employee, the Hospital will pay to the Employee his entitlements to termination and severance pay under the *Employment Standards Act, 2000* (or its successor legislation), if any.

- (b) The commencement of long term disability will be determined by the provider of the disability insurance in accordance with the applicable long term disability plan.

**8. VACATION ENTITLEMENT**

- 8.1 The Employee will receive a vacation entitlement of six (6) weeks per calendar year. The Employee's vacation shall be taken at a mutually agreeable time and the Employee will provide the Hospital reasonable advance notice of his vacation requests.
- 8.2 Carry-over of an unused portion of vacation entitlement from one calendar year to the next is discouraged, but carry-over may be permitted under special circumstances with the prior approval of the Board of Directors of the Hospital.
- 8.3 The Employee will participate in all the public holidays observed by the Hospital, which at the time of entering into this agreement consist of twelve (12) statutory holidays and two (2) floater holidays.

**9. LIABILITY INSURANCE**

- 9.1 The Hospital shall insure the Employee under its general liability policy for all acts done by him in good faith and in the execution of his duties, throughout the term of his employment and any renewal thereof, and for circumstances where the Employee is specifically named in a lawsuit launched by a patient, member of the Medical Staff, or any other party where the Hospital is co-defendant.

**10. CONFIDENTIALITY**

- 10.1 The Parties acknowledge the confidential nature of this Agreement and hereby agree not to disclose its contents to any other party, except as may be required by law or to facilitate the administration of this Agreement.
- 10.2 It is recognized that in the performance of his duties, the Employee will acquire detailed and confidential knowledge of Hospital operations and other confidential documents and information. The Employee agrees and undertakes to not in any way use, disclose, divulge, furnish or make accessible to any person or entity, either during his employment or any time thereafter, any confidential knowledge, information or document relating to the affairs and operations of the Hospital, except as may be necessary in the proper discharge of his duties, as required by law, or with the prior written consent of the Hospital.
- 10.3 The Employee acknowledges that as a health care institution, the Hospital and its staff have obligations to protect the privacy of the personal health information of its patients. The Employee agrees to comply with the Hospital's policies in respect of privacy and confidentiality.

**11. EMPLOYER'S PROPERTY**

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

**12. PARAGRAPH HEADINGS**

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

**13. BINDING EFFECT AND NON-ASSIGNMENT**

- 13.1 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators and successors, and shall not be assignable.

**14. AMENDMENT**

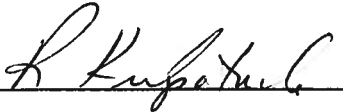
- 14.1 Except where provided to the contrary in this Agreement, the terms and conditions of this Agreement may be amended at any time by mutual written agreement of the Parties.

**15. INVALIDITY OF A PROVISION**

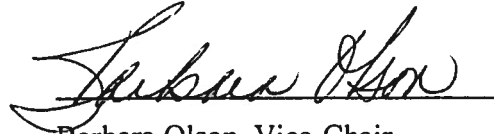
- 15.1 The invalidity of any particular provision of this Agreement shall not affect the validity of any other provision.

IN WITNESS WHEREOF the Parties have executed this Agreement on this 29<sup>th</sup> day of September, 2010.

**For the Hospital:**

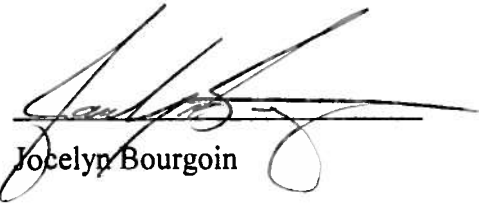


Robert Kirkpatrick, Board Chair



Barbara Olson, Vice-Chair

**For the Employee:**



Jocelyn Bourgoin