



EMPLOYMENT AGREEMENT

BETWEEN

NORTH BAY REGIONAL HEALTH CENTRE (NBRHC or the "Hospital")

-and-

DR. DONALD FUNG (the "Executive")

The Hospital and the Executive have entered into an employment relationship and the Hospital and the Executive wish to set out the terms and conditions of this employment relationship.

1. Duties

- a. The Hospital confirms the appointment of the Executive to the position of VP Quality & Chief of Staff, and the Executive indicates his acceptance of this appointment.
- b. The Executive will perform the normal and expected duties of the position as VP Quality & Chief of Staff. The specific duties of your position will be determined by and will be subject to change from time to time according to the needs of the Hospital.

In carrying out the duties of the position and as an employee of the Hospital, the Executive shall carry out his duties in accordance with the *Public Hospitals Act (Ontario)*, other applicable laws, and the by-laws, policies, rules and regulations and of the Hospital.

2. Term

Once this agreement becomes effective on April 3, 2018, it shall supersede all previous negotiations, representations, understandings and agreements, whether oral or written, between the parties with respect to the Executive's employment.

3. Vacation

The Executive will be entitled to vacation entitlement of five (5) weeks per year (pro-rated at 70%) annually.

4. Holidays

The Executive will receive twelve (12) holidays with pay as follows: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and one (1) float day.

5. Compensation and Benefits

Dr. Fung's compensation is set out in Schedule A (attached) which may be amended upon mutual agreement of the parties from time to time without affecting the applicability of the rest of this agreement.

The Executive will be entitled to participate in the existing benefit programs that the Hospital makes available to its senior executive employees including Health, Dental & Insurance and HOOPP pension. Additional senior executive benefits include the following;

Professional Association Fees

The Hospital will pay in advance, or reimburse, up to a maximum of \$1,000 annually in professional fees related to the Executive's employment with the Hospital.

Education Allotment

The Hospital will pay for appropriate educational days annually with corresponding expenses upon the prior approval of the President/Chief Executive Officer.

6. Expenses

The Executive will be reimbursed for any reasonable expenses, provided the expenses were incurred in accordance with established Hospital policy.

7. Confidential Information

The Executive agrees to protect the interests of the Hospital and of its patients at all times and shall take all reasonable precautions to prevent inadvertent disclosure of any such confidential information.

8. Term and Termination

The parties understand and agree that this Agreement and the Executive's employment may be terminated in the following manner:

- a) By the Executive, at any time, for any reason, on the giving of sixty (60) days' notice in writing to NBRHC, which notice may be waived in whole or in part with the mutual agreement of both parties.
- b) By the Hospital, in its absolute discretion, for just cause. For purposes of defining "just cause" in this Agreement, "just cause" includes, without limitation"
 - i. Any material breach of the provisions of this Agreement;
 - ii. Any conduct which leads to bring the Hospital into disrepute; or
 - iii. Conviction of the Executive of a criminal offence punishable by indictment.
- c) The Executive may be terminated by the NBRHC at any time without cause upon the NBRHC providing you with such notice or pay in lieu of notice equal to a minimum of nine (9) months base salary and an additional one (1) months base salary in effect at the time of termination for each full twelve (12) months of service with the Hospital beyond nine (9) years of service, to a total maximum entitlement of twelve (12) months' notice or pay in lieu of notice or combination thereof, in satisfaction of all contractual, statutory and common law notice requirements. NBRHC will continue your benefits for the length of the notice period, or at its discretion, pay you an amount equivalent to its cost of providing the benefits for the time period at issue.
- d) You are not entitled to notice or pay in lieu of notice if your employment is terminated by NBRHC for violation of this Agreement or for just cause deemed sufficient in law or in any other circumstance for which no notice or pay in lieu of notice is required by law. Cause includes, but is not limited to, theft and being under the influence of drugs or alcohol while at work.

For clarity it is understood that a voluntary retirement or resignation from the NBRHC does not trigger termination and/or severance payments.

9. Consent to Use and Collect Personal Information

In accepting employment with NBRHC, the Executive is authorizing and consenting to the collection, use and disclosure of your personal information for NBRHC to manage and administer the employment relationship, to enable the provision of wages and benefits, and to evaluate and assess your performance.

10. This Agreement contains the entire agreement between NBRHC and the Executive relating to their employment with NBRHC and supersedes and replaces all previous negotiations, representatives, understandings and agreements, whether oral or written.

11. Severability

In the event that any provision of this agreement is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other provision.

12. Independent Legal Advice

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

IN WITNESS WHEREOF this Agreement has been executed by the parties to it, this 14 day of November, 2018 in the City of North Bay, the Province of Ontario.

Per:



Dr. Donald Fung
VP Quality & Chief of Staff

Per:



Paul Heinrich
President & CEO



SCHEDULE A – COMPENSATION

1. The Hospital shall pay Dr. Donald Fung a gross annual base salary of \$259,875, which is inclusive of any time off for vacation and paid holidays and subject to necessary deductions.
2. The Excellent Care for All Act, 2010 (the “Act”), requires that a portion of Dr. Fung’s compensation be linked to performance.

To that end, in addition to the annual base salary payable, Dr. Fung is also eligible to earn one (1%) performance-based pay.

The performance-based pay will be determined based on the Hospital’s Quality Improvement Plan Standards for the relevant fiscal year, and using the same indicators and process as the rest of the Senior Leadership Team (‘the QIP Performance Based Pay’).

3. The Hospital will pay to Dr. Fung in the form of lump sum payment (less applicable deductions), the performance-based pay which the Board determines he is entitled to for the prior fiscal year within 31 days after the payment, if any, is approved by the Board.

In the event that Dr. Fung leaves the active employ of the NBRHC part way through a fiscal year, payment of the QIP performance-based pay elements will be made at the same rate and within the same time frame as the QIP based performance payments are determined and made to the vice presidents of NBRHC, but the amount of the payment will be multiplied by the proportion of the fiscal year that Dr. Fung was actively employed.

4. Each year, the Hospital will increase its envelope by an amount not exceeding the government approved maximum and provide appropriate increases to the pay rate.
5. It is understood that this Schedule A may be amended from time to time without affecting the applicability or enforceability of the terms of this Employment Agreement.
6. The Hospital’s ADM-B0-021 Chief of Staff Performance Evaluation Policy will guide the parties in determining Dr. Fung’s compensation. Where the terms of this Employment, including this Schedule A, conflict with a policy provisions, the terms of this agreement will govern.