

EMPLOYMENT AGREEMENT

BETWEEN

NORTH BAY REGIONAL HEALTH CENTRE (NBRHC or the “Hospital”)

-and-

BRENDA MUTO (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 Chief Information Officer, and the Executive indicates her acceptance of this appointment.
- b. The Executive will perform the normal and expected duties of the position as Chief Information Officer. 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.
- c. In carrying out the duties of the position and as an employee of the Hospital, the Executive shall carry out her 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 November 20, 2019, it shall supersede all previous negotiations, representations, understandings and agreements, whether oral or written, between the parties with respect to the Executive's employment. The term of this agreement is from November 20, 2019 to November 20, 2022 and is renewable.

3. Vacation

The Executive will be entitled to vacation entitlement of seven (7) weeks 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

The Hospital shall pay the Executive a gross annual base salary of \$133,965 (Step 2 of Band 11 of the Hay Compensation System) which is inclusive of overtime, any time off for vacation, and paid holidays and subject to necessary deductions.

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;

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

At the end of the term of this agreement, the Hospital may wish to extend the appointment of the Executive and if such is the case, the Executive and the Hospital will need to mutually agree on such appointment as well as the terms and conditions.

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 (maximum of 8 weeks) and/or pay in lieu of notice (one week of pay per year of service with NBRHC) as per the *Employment Standards Act*.
- 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.
- e. For clarity it is understood that a voluntary retirement or resignation from the NBRHC does not trigger termination and/or severance payments.

9. Intellectual Property Rights

a. Invention

If at any time during the Term, the Chief Information Officer (whether alone or with any other Person) in the course of employment makes or discovers, or participates in the making or discovery of any invention, development, discovery, improvement, or process, the Chief Information Officer shall treat the said invention, development, discovery, improvement, or process and all information relating thereto as confidential to the Hospital and shall promptly disclose to the Hospital full details, drawings and models (if any) of such invention, development, discovery, improvement or process. The property, including all intellectual property rights in such invention, development, discovery, improvement or process shall vest in the Hospital absolutely and the provisions of Sections 9.c to 9.e shall apply.

b. IP Right

If at any time during the term hereof, the Chief Information Officer (whether alone or with any other Person) in the course of the provision of services to the Hospital creates any design or copyright work or any other form of intellectual property right, whether or not capable of registration, the Chief Information Officer shall treat such design, copyright work or intellectual property right and all information relating thereto as confidential to the Hospital and shall promptly disclose to the Hospital full details, including drawings or models (if any) of such design, copyright work or intellectual property right. The property, including all intellectual property rights in such design, copyright work or intellectual property right, shall vest in the Hospital absolutely and the provisions of Section 9.c to 9.e shall apply.

c. Assignment

For good and valuable consideration, the Chief Information Officer hereby assigns to the Hospital (including, to the extent necessary, by way of future assignment) all copyright and other intellectual property rights for their full terms throughout the world in designs, copyright works or any other intellectual property right, whether or not capable of registration, which have been or will be created by the Chief Information Officer (except only those designs or works created by the Chief Information Officer wholly outside of the Chief Information Officer's normal working hours and wholly unconnected with its/his/her employment with the Hospital.)

d. Moral Rights

The Chief Information Officer hereby irrevocably and unconditionally waives in favour of the Hospital any and all moral rights for any design or copyright work in which copyright is vested in the Hospital.

10. Consent to Use and Collect Personal Information

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.

11. Entire Agreement

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

12. 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.


13. Independent Legal Advice

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 this Agreement has been executed by the parties to it, this
17th day of December, 2019 in the City of North Bay, the Province of Ontario.

Per: 

Brenda Muto
Chief Information Officer

Per: 

Paul Heinrich
President & CEO