

EMPLOYMENT AGREEMENT

BETWEEN

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

-and-

ANDREA LUCAS (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 Vice-President, Mental Health & Addictions, and the Executive indicates her acceptance of this appointment.
- b. The Executive will perform the normal and expected duties of the position as Vice-President, Mental Health & Addictions. 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 her duties in accordance with the *Public Hospitals Act (Ontario)*, other applicable laws, and the by-laws, policies, rules and regulations of the Hospital.

2. Term

Once this agreement becomes effective on April 5, 2022, 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 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

Andrea Lucas'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.

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. 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 by NBRHC. For clarity it is understood that a voluntary retirement or resignation from the NBRHC does not trigger termination and/or severance payments.
- 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; or
 - iv. Theft.
- c) 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.
- d) The Executive may be terminated by NBRHC at any time without cause upon NBRHC providing you with notice of termination, pay in lieu of notice of termination, or a combination of notice and pay in lieu of notice equal to (9) months' base salary—increasing by one month for each additional year of service until 12 months is reached. The Notice Period is inclusive of any and all entitlements that the Executive may have to notice of termination and severance pay under the Employment Standards Act, 2000 ("ESA") and is in full satisfaction of any and all contractual, statutory, and common law requirements relating to the termination of the Executive's employment and the Executive shall have no further entitlements, including to reasonable notice of termination at common law. In no

case will the Executive receive any less than the Executive's entitlements under the ESA. If NBRHC provides pay in lieu of notice for some or all of the Notice Period, NBRHC at its sole discretion will determine whether to provide such payment by lump sum payment or salary continuance.

- e) NBHRC will continue your benefits for the length of the notice period required by the ESA ("ESA Notice Period"). If NBRHC provides you with a lump sum payment for the Notice Period, all your benefits will cease when the ESA Notice Period ends. If NBRHC provides you with salary continuance for the Notice Period, after the end of the ESA Notice Period NBRHC will, if permitted by NBRHC's insurance carrier, continue your benefits coverage (excluding short term disability, long term disability, voluntary life insurance and any other benefits excluded by the insurance carrier) for the balance of the Notice Period or, at NBRHC's sole discretion, pay you an amount equivalent to NBRHC's cost of providing the benefits coverage for the balance of the Notice Period.

9. 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.

10. 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.

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 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 9 day of December, 2021 in the City of North Bay, the Province of Ontario.

Per: 
Andrea Lucas
Vice-President Mental Health & Addictions

Per: 
Paul Heinrich, President & CEO

SCHEDULE A – COMPENSATION

1. The Hospital shall pay Andrea Lucas a gross annual base salary of \$185,000, which is inclusive of overtime, any time off for vacation, and paid holidays and subject to necessary deductions.

Following successful performance appraisal, the Hospital shall pay Andrea Lucas a gross annual base salary of \$190,500, commencing April 5, 2023, which is inclusive of overtime, any time off for vacation, and paid holidays and subject to necessary deductions.

Following successful performance appraisal, the Hospital shall pay Andrea Lucas a gross annual base salary of \$202,414, commencing April 5, 2023, which is inclusive of overtime, 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 Andrea Lucas’s compensation be linked to performance.
 - (a) To that end, in addition to the annual base salary payable, Andrea Lucas is also eligible to earn one (1 percent) performance-based pay prorated.
 - (b) 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’).
 - (c) The Hospital will pay to Andrea Lucas in the form of lump sum payment (less applicable deductions), the performance-based pay which the Board determines she is entitled to for the prior fiscal year within 31 days after the payment, if any, is approved by the Board.
 - (d) In the event that Andrea Lucas leaves this role 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 Andrea Lucas was actively employed in this role.
 - (e) 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.
3. 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.