

December 12, 2011

Janet Harris
Executive Vice President, Clinical Services and Chief Nursing Executive

Dear Janet,

As you know, the hospital has established variable compensation under the *Excellent Care for All Act* effective April 1, 2011. The *Act* provides that, as a member of the senior team, a percentage of your compensation is tied to the results of the yearly Quality Improvement Plan.

The hospital has targeted 3% of compensation as at risk. Each senior team member participating in variable compensation is held accountable for each item identified in the Quality Improvement Plan and each target is equally weighted. The amount available and payable to you for each item is dependent on the level of achievement of the objective.

Payout will be calculated after the completion of the fiscal year 2011-12, based on an evaluation of the organization's performance for each objective.

Please contact me if you have any questions regarding this process.

Yours truly,



Carol Lambie
President & Chief Executive Officer
Waypoint Centre for Mental Health Care

clambie@waypointcentre.ca

This Contract is made effective the 15th day of November, 2010.

B E T W E E N:

MENTAL HEALTH CENTRE PENETANGUISHENE

(the "Hospital")

- and -

JANET HARRIS

("J. Harris")

WHEREAS the Hospital wishes to employ J. Harris and she wishes to be employed by the Hospital on the terms and conditions hereinafter provided;

NOW THEREFORE in consideration of the mutual promises and covenants set out in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hospital and J. Harris agree as follows:

Description of Services

- 1.1 J. Harris shall be employed as the Hospital's Executive Vice President, Clinical Services and shall provide the services as set forth in the Position Description attached as Appendix "A" and forming part of this Contract. J. Harris acknowledges and agrees that Appendix "A" and the duties of her position are subject to change over time and may be unilaterally revised by the Chief Executive Officer in writing, from time to time, provided that such revisions are consistent with the duties customarily performed by the Executive Vice President, Clinical Services.
- 1.2 J. Harris acknowledges and agrees that the Hospital is a Catholic Health Care Facility to be administered in a manner consistent with the mission statement philosophy set out in Administrative By-Law No. 2008-1.
- 1.3 J. Harris shall be responsible for the due observance and enforcement of the *Public Hospitals Act*, the *Mental Health Act*, the *Criminal Code*, the Hospital's Administrative By-Law, policies, procedures, rules and regulations, all other applicable statutes and regulations, and directions from the Chief Executive Officer. J. Harris agrees that at all times she shall do so in accordance with the Hospital's philosophy statement.
- 1.4 J. Harris shall report to and is accountable to the President and Chief Executive Officer.

Professional Responsibilities

- 2.1 The Hospital shall reimburse J. Harris for expenses related to attendance at conferences and for expenses related to continuing education. All such expenses must be approved, in advance, by the Chief Executive Officer.
- 2.2 The Hospital shall pay the annual professional membership dues for such professional organizations in which J. Harris becomes a member provided the organization reasonably relates to J. Harris' duties as Executive Vice President, Clinical Services, and as approved by the Chief Executive Officer for each year of the term of the contract.

Representations and Warranties

- 3.1 J. Harris warrants that she will and can carry out all contractual obligations pursuant to this Contract and employment in a diligent fashion, and with a high degree of professional competence. J. Harris is accountable to the Chief Executive Officer for all of her contractual and employment obligations.
- 3.2 All representations, warranties, covenants and limitations of liability in this Contract shall continue in force after the termination of this Contract.
- 3.3 J. Harris agrees to devote full-time attention to the performance of duties and responsibilities of her position.

Term of the Contract

- 4.1 J. Harris' employment is conditional on her satisfactory completion of a six (6) month probationary period during which she shall be evaluated by the Chief Executive Officer.
- 4.2 J. Harris shall be employed for a period of four (4) years commencing November 22, 2010 and automatically expiring on November 22, 2014 subject to the provisions of this Contract. Any modifications to this Contract must be confirmed, in writing, by both parties. Any extension to this Contract must be agreed, in writing, by both parties not later than six (6) months prior to the automatic expiry of this Contract.
- 4.3 The Hospital may sever J. Harris' employment, at which time this Contract shall cease, anytime during the operation of the Contract, without notice or pay-in-lieu of notice, for cause.
- 4.4 In the absence of cause for the termination of her employment in accordance with Article 4.3 above, the Hospital may sever J. Harris' employment at any time during the term of this Contract by providing her with the following compensation (including during the probationary period referred to in Article 4.1):

- (a) Six (6) months' notice of termination (or payment in lieu),
- (b) The payment of the premiums (with the existing co-payment arrangement) will continue for the six (6) month period to continue her coverage and enrolment in life insurance, medical and dental benefit plans,

provided that if J. Harris secures alternate employment 4.4(a) and 4.4(b) will cease and she will be paid a lump sum (less required deductions) calculated as follows:

- Total amount payable to J. Harris under section 4.4a)
- Less the total paid to J. Harris to the date at which she secures alternate employment or commences self-employment
- Divided by one-half (1/2).

4.5 J. Harris shall provide no less than four (4) months' notice of her resignation, retirement or other departure from employment.

4.6 The notice of termination of this Contract by the Hospital pursuant to the terms of this Contract shall be given in writing by personal delivery or by ordinary prepaid mail addressed as follows:

To the VP: Janet Harris

Address:



FIPPA
s. 21(1) unjustified invasion
of privacy of individual's
personal privacy

4.7 In the event of J. Harris' death during the term of this Contract, this Contract shall be automatically terminated, and J. Harris' Estate shall not be entitled to receive any remuneration or payments pursuant to this Contract after the date of her death, except in respect of any earned but unpaid salary, vacation pay earned but unpaid, and/or any other benefits which J. Harris' Estate is entitled to receive.

Remuneration, Vacation and Benefits

5.1 (i) J. Harris shall be paid a starting salary of \$189,420 (Step 4, Band ME014) which is inclusive of overtime, holiday and vacation pay. In addition, J. Harris may be paid a bonus of up to one percent (1%) of her salary provided she achieves the annual performance improvement targets established by her annual quality improvement plan as required by the *Excellent Care for All Act* (the bonus is payable for the period April 1, 2011 to March 31, 2012).

- (ii) Subject to satisfactory performance as determined by the Chief Executive Officer, J. Harris' salary shall be increased to Step 5 of Band ME014 on the first anniversary date of this Contract.
 - (iii) After March 2012, J. Harris shall receive any cost of living increase which the Hospital may provide to the Management Compensation Group and she will continue to be eligible for annual bonus payments provided she achieves her annual performance improvement targets established in her annual quality improvement plan when such increases are permitted by statute.
- 5.2 J. Harris shall be paid a signing bonus, that, after all applicable statutory withholding requirements, shall equal \$4,000 net, payable within two (2) weeks of the execution of this Contract.
- 5.3 The Chief Executive Officer shall perform an annual assessment and evaluation of J. Harris' performance to determine whether J. Harris has met the performance objectives as may be, from time to time, set by the Chief Executive Officer. This assessment and evaluation shall be conducted consistent with any applicable policy or procedure which may be established or amended from time to time.
- 5.4 The Hospital shall provide J. Harris with four (4) weeks paid vacation per calendar year. Vacation days shall be taken as agreed by J. Harris and the Chief Executive Officer. Vacation shall be taken in the Contract year in which it accrues and it is expressly agreed that J. Harris may not carry over more than ten (10) vacation days into a subsequent Contract year. Any unused vacation not carried over to a subsequent Contract year shall be paid out to J. Harris.
- 5.5 The Hospital shall provide J. Harris with a corporate laptop computer and personal digital assistant or smartphone, as well as remote desktop access.
- 5.6 The Hospital and J. Harris shall each pay their requisite share of the applicable premium cost necessary to enrol her in the benefits described in the *Summary of Working Conditions for Management Compensation Group Mental Health Centre Penetanguishene ("Summary")* effective April 1, 2009 (appended hereto as Appendix "B"), as may be amended from time to time. Any waiting period for the eligibility of benefits will be waived. Participation in these benefits will be subject to the terms of the applicable benefit plan or policy in effect from time to time. The Hospital may change these benefits and benefit terms from time to time, in which case the Hospital will advise J. Harris of the change(s). J. Harris will be subject to the general conditions and limitations in any benefit plan or program which may be changed without notice. For insured benefits, the Hospital is only required to pay its portion of the premiums and has no further obligations. Termination of benefits will be in accordance with the Termination provisions of this Contract.

- 5.7 J. Harris shall take her regular turn as part of the Senior Administrative Staff on call rotation for which she shall receive one week off per calendar year.
- 5.8 J. Harris will be enrolled in Hospitals of Ontario Pension Plan (HOOPP). J. Harris and the Hospital will each make their requisite contributions to HOOPP during the term of this Contract, effective November 22, 2010.
- 5.9 Except as specifically addressed and set out in this Contract, the terms and conditions of J. Harris' employment shall be in accordance with the *Summary* as may be amended from time to time. In event of a conflict between the *Summary* and this Contract, the provisions of this Contract shall prevail and override the *Summary*.

Hospital's Property

- 6.1 J. Harris acknowledges that all items of any and every nature or kind created or used by J. Harris pursuant to her engagement under this Contract, or furnished by the Hospital to J. Harris, and all equipment, credit cards, books, records, reports, files, 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, in good condition, promptly on the date she ceases for any reason to be an employee of the Hospital irrespective of the time, manner or cause of the release from employment. Without limiting the generality of the foregoing, J. Harris further covenants and agrees with the Hospital that all documents, including, without limitation, instructions, drawings, notes, memoranda, drawings, blueprints, manuals, letters, notes, notebooks, reports, sketches, formula, records, files, computer programs, data, inventions, patents and other property relating to the Hospital made or conceived by her during the term hereof or which may come into her possession during hereof in her capacity as an employee hereunder are the sole and exclusive property of the Hospital and will not without the prior written consent of the Hospital, be removed from the offices of the Hospital (except to the extent necessary in carrying out J. Harris' duties hereunder) and shall, in any event, be returned to the Hospital upon J. Harris ceasing for any reason to be an employee of the Hospital.

Conflict of Interest

- 7.1 It is understood and agreed that a conflict of interest or the perception of one does not necessarily involve monetary gain, but may arise in a variety of ways. J. Harris shall be responsible for recognizing and avoiding all circumstances that may give rise to actual or perceived conflict of interest situations.
- 7.2 J. Harris agrees to promptly report any potential, actual, or perceived conflicts of interest to the Chief Executive Officer as established by Hospital policies, and understands and agrees that failure to do so will constitute cause for termination under this Contract.

- 7.3 J. Harris shall not, during the term of the Contract, under any circumstances, either directly or indirectly, engage in any other occupation, business or entity, or have any interest in same, without the advance written consent of the Chief Executive Officer, and understands and agrees that engaging in such conduct without advance written consent will constitute cause for termination under this Contract.
- 7.4 The Hospital shall permit J. Harris to continue performing her duties as an Accreditation Canada surveyor for one (1) week per year during the term of this Contract, so long as these duties do not interfere with the performance of J. Harris' duties as Executive Vice President, Clinical Services. Any time taken by J. Harris to perform duties for Accreditation Canada must be approved, in advance, by the Chief Executive Officer.

Confidentiality

- 8.1 J. Harris acknowledges that in the performance of this Contract confidential information relating to the Hospital, its patients and the services it provides may be disclosed or become known to J. Harris. J. Harris agrees that no such confidential information shall be divulged in any form, nor used directly or indirectly for J. Harris' own purposes or for the purposes of any person, corporation, firm, association or thing other than the Hospital, without the Hospital's prior consent, and understands and agrees that failure to abide by this obligation will constitute cause for termination under this Contract. J. Harris acknowledges this obligation shall continue in force after the termination of this Contract.
- 8.2 J. Harris acknowledges the information as referred to in Article 6.1 could be used to the detriment of the Hospital. Accordingly, J. Harris undertakes not to disclose same to any third party either during the term of this Contract, except as may be necessary in the proper discharge of her responsibilities under the Contract, or at any time after the term of her employment, except with the written permission of the Hospital's Chief Executive Officer. J. Harris understands and agrees that violation of this undertaking will constitute cause for termination under this Contract.

Independent Legal Advice

- 9.1 J. Harris acknowledges and agrees that the opportunity to seek independent legal advice was offered by the Hospital prior to executing this Contract. The Hospital agrees to reimburse J. Harris for up to \$1,500 in legal fees incurred in connection with the finalization of this Contract.

Assignment of the Contract

- 10.1 Neither party may assign this Contract without the express written consent of the other party.

Severability

- 11.1 The Hospital and J. Harris agree that if any of the provisions or a part of a provision of this Contract are deemed illegal or unenforceable, such provisions shall be considered separate and severable from this Contract, and the remaining provisions or part of a provision of the Contract shall continue in force, and be binding upon the parties as though such provision or part of a provision had never been included.

Legal Authority

- 12.1 The Hospital represents and warrants that:
- (a) it has the authority to enter into this Contract;
 - (b) all necessary steps have been taken by the Hospital to properly authorize the execution and performance of the terms of this Contract; and
 - (c) when this Contract has been executed by the parties signing below, this Contract shall be a legal, valid and binding Contract, enforceable against the Hospital in accordance with the terms.

