



Thunder Bay Regional
Health Sciences
Centre

980 rue Oliver Road
Thunder Bay ON
P7B 6V4 Canada

Tel: (807) 684-6000
www.tbrhsc.net

EMPLOYMENT AGREEMENT

BETWEEN:

THUNDER BAY REGIONAL HEALTH SCIENCES CENTRE
(the "Hospital")

-and-

RHONDA CROCKER ELLACOTT
(the "Executive")

WHEREAS the Executive is employed as the President & Chief Executive Officer of the Hospital,

AND WHEREAS the Hospital has consented to the Executive also serving part time as Chief Executive Officer of the Thunder Bay Regional Research Institute (the "Institute"), and the Executive has accepted such a part time role, to be in addition to their full time employment with the Hospital,

NOW THEREFORE, in consideration of the Hospital's consent, the terms and conditions set out below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Executive will be employed by the Hospital in the position of President & Chief Executive Officer (CEO) and shall perform all the functions of that position, reporting to the Board of Directors of the Hospital (the "Board"):
 - a) The Executive will have a defined portfolio of responsibilities according to the evolving needs of the Hospital, as determined by the Board;
 - b) The Executive shall devote full time hours to the position with the Hospital and the part time work for the Institute shall be over and above that. The Executive acknowledges that these positions will include the carrying out of the duties in the evening and weekends, as may be required from time to time, in addition to regular business hours; and
2. This Agreement shall be bound by all policies and procedures that may be implemented by the Hospital from time to time.
 - 1) The Executive shall be bound by all policies and procedures that may be implemented by the Hospital from time to time.
2. This Agreement shall commence on ~~or before January 1, 2021~~ ^{November 23, 2020}, as the parties agree, and end on ~~or before January 1, 2026~~ (the "Term"), unless terminated earlier by either party in accordance with the provisions below. The parties shall meet to discuss renewal of this Agreement at least six months prior to

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the expiry of the Term. In the event that the Hospital chooses not to renew or extend the Agreement at the end of the Term, the Executive shall be provided with six months of notice or pay in lieu of notice in full satisfaction of all notice and severance obligations.

3. Guided by the Broader Public Sector Executive Compensation Act, the Executive will receive an annual salary of \$375,000 from the Hospital, less any applicable statutory and other deductions, payable according to the Hospital's regular payroll practices and subject to the requirements of section 4, below. The Hospital shall annually review the Executive's salary, vacation accumulation, performance and working conditions taking into account the Executive's submissions in accordance with Board Policy BD-05 "CEO Performance Evaluation and Compensation" as amended from time to time.
4. Under the Excellent Care for All Act, the posted Quality Improvement Plan requires that some of the objectives of the organization be linked to performance-based compensation for executives, or "pay for performance", thus, two percent (2%) of the above salary will be held back in each fiscal year. The achievements of the Hospital's executive team will be assessed against the quality indicators, and based on these metrics, this amount can be earned back retroactively based on the executive team's achievements towards these quality improvement goals.
5. The Executive shall be entitled to six weeks' paid vacation plus one week in recognition of on-call duties. It is understood that vacation entitlement may not be accumulated but must, with respect to any completed year, be taken within twelve months of the end of such year. If taking such vacation time within the prescribed time period is not possible due to operational reasons, the parties may agree to a vacation deferral. Vacation time shall be taken at the same time as the Executive takes his vacation from the Institute and may not be taken in increments of more than 3 weeks without written permission from the Chair of the Board.
6. The Hospital shall pay a maximum of \$4000 per year for coaching, seminars, conferences, and professional development registration as per applicable hospital policies. The Executive shall be permitted to attend educational and professional opportunities as agreed upon with the Chair of the Board.
7. The Executive shall be paid a car allowance of \$6000 per year, to be paid at \$500 per month. Subject to the Broader Public Sector Executive Compensation Act, 2014 the ongoing status of car allowances will be reviewed for all Executives by August 13, 2021. The continuance of this benefit is subject to Senior Leadership review and Board approval.

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8. Immediately upon commencement of employment, the Executive shall be entitled to participate in the Hospital's benefit and pension plans, subject to the terms of the applicable plans, which may be amended from time to time. The hospital will waive any waiting period for enrollment in all group benefits plans, including health benefits, short term disability, long term disability and life insurance subject to carrier requirements.
9. The Executive will be reimbursed for reasonable expenses incurred in the performance of duties in accordance with the Hospital's policies. Expense accounts must be approved in writing by the Chair of the Board. The Executive shall not be reimbursed for any single item in excess of \$5000 unless approved in advance, in writing, by the Chair of the Board.
10. This Agreement and the employment of Executive may be terminated at any time in the following manner:
 - a) By the Executive, by providing four months' advance notice in writing. The Hospital may waive such notice, in whole or in part;
 - b) By the Hospital at any time without cause by providing the Executive with 12 months pay in lieu of notice. Pay in lieu of notice shall be provided by way of salary continuation. The Executive will continue to accrue vacation credit through the notice period. For the duration of the notice period, the Hospital will continue all employer contribution to pension, and all benefits, except short term disability and life insurance. Short term disability, long term disability, and life insurance coverage will continue as required under Employment Standards Act, 2000 (ESA), as amended.
 - c) By the Hospital at any time, without advance notice or payment in lieu of notice, for just cause subject to any entitlements required under the ESA, as amended.
 - d) Should the employment of the Executive with the Hospital or the Institute terminate for any reason, their employment with the other shall also terminate on the same date.
 - e) If the ESA provides the Executive with superior entitlements upon termination of employment than provided for in this Agreement, the Hospital will provide the Executive with their statutory entitlements in substitution for their rights under this Agreement.
11. The Executive shall work with the Chair of the Board to develop a succession plan that will have as its goal the development of internal candidates as potential successors to the Executive. Any succession plan will require the approval of the Board.



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12. The Executive shall not engage in any activity or undertake other responsibilities or positions that conflict or potentially conflict or create the appearance of a conflict with those duties and responsibilities, nor shall he undertake employment or office or business with any other entity apart from the Institute without written permission of the Board.
13. In the event that a conflict of interest or perceived conflict of interest arises as a result of the Executive's role with the Institute, or where a conflict of interest arises as between the Hospital and the Institute, the Executive shall promptly disclose such to the Chair of the Hospital Board and the Chair of the Institute Board . .
14. In the course of Executive's employment with the Hospital, they shall acquire and have access to sensitive and confidential information belonging to the Hospital, and patients, including personal health information, research plans, research results, inventions, technologies, operations and other confidential materials and information. The Executive agrees that during the period of employment or any time thereafter, the Executive will not use such information for any purpose other than on behalf of the Hospital or the Institute in furtherance of duties, and the Executive shall not disclose any such information to any person other than for the purposes of the Hospital or the Institute or as ordered under the authority of any statute.
15. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. In the event that a term is found to be contrary to law, that term will be amended to conform to the law or deleted and the other terms of the Agreement shall remain binding on the parties.
16. This Agreement represents the complete agreement between the parties and any other agreement, written or oral, explicit or implicit is hereby revoked and of no further force or effect. Further, any modifications to this Agreement must be in writing and signed by the parties hereto.
17. Executive acknowledges that they have had the opportunity to read, and understands this Agreement, and has had the opportunity to consult legal counsel.
18. This Agreement shall inure to the benefit of and be binding upon the Hospital, its successors and assigns, including, without limitation, any corporation into which the Hospital may be merged or by which it may be acquired, and it shall inure to the benefit of and be binding upon the Executive and their heirs, administrators and executors.

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DATED at Thunder Bay Ontario, this 1 day of September, 2020.

Witness

Dr. Rhonda Crocker Ellacott, Executive

Witness

THUNDER BAY REGIONAL HEALTH
SCIENCES CENTRE

Per: MATT SIMEONI, Board Chair
I have the authority to bind the
Corporation.

