

**EMPLOYMENT CONTRACT**  
**BETWEEN:**  
**HÔPITAL MONTFORT**  
**(the “Hospital”)**  
**AND:**  
**(Name)**  
**(the “Senior Executive”)**

**WHEREAS** the Hospital wishes to retain the services of the Senior Executive as (Job Title) of the Hospital and that the Senior Executive wishes to remain (Job Title) of the Hospital;

**AND WHEREAS** the concerned parties recognize the importance of arriving at an agreement that reflects the core values and mission of Hôpital Montfort on the one hand and the expertise and added value of the Senior Executive on the other hand;

**AND WHEREAS** the President and CEO of Hôpital Montfort, to whom the Senior Executive reports, firmly believes that each member of his senior management team plays an essential and tangible role in the success of the Hospital;

**AND WHEREAS** one of the key responsibilities of the Senior Executive is to reflect, through his or her attitude and behavior, the values espoused by Hôpital Montfort;

**AND WHEREAS** the employment contract must have regard for the 2010 Public Sector Compensation Restraint to Protect Public Services Act (Bill 16) and the 2010 Excellent Care for All Act (Bill 46);

**AND WHEREAS** the attached appendices are an integral part of this contract;

**THEREFORE**, in return for the continued employment of the Senior Executive at the Hospital, the above premises and the agreements established herein, the parties agree to the following:

## **1. Duties**

The Hospital employs the Senior Executive as **Job Title** and the Senior Executive occupies this position as of **Date** subject to the conditions established herein. As **Job Title**, the Senior Executive is accountable to the President and CEO of the Hospital and must therefore take any measures deemed necessary to ensure compliance with the Public Hospitals Act and its associated regulations, as well as the regulations of the Hospital and any other applicable legislation.

## **2. Obligations of the Senior Executive**

### **(a) Service**

The Senior Executive dedicates his or her entire time, attention and ability to the affairs of the Hospital or to those of any person authorized by the Hospital, serves the Hospital with loyalty and ability, and gives his or her best effort to promote the mission, vision, values and interests of the Hospital. The Senior Executive refrains from engaging, without prior written authorization by the President and CEO, in any activity that may interfere with obligations set out herein, whether or not the activity in question is associated with some gain, benefit or other pecuniary advantage.

### **(b) Rules and Regulations**

The Senior Executive is bound by the rules and regulations in effect at the Hospital, in their entirety, that have been identified to him or her and that he or she should be reasonably familiar with. The Senior Executive acknowledges that these rules and regulations are part of the values of Hôpital Montfort and as such, he or she will faithfully adhere to and comply with them.

### **(c) Confidential Information**

The Senior Executive is bound to abstain, while he or she is in the Hospital's employ and thereafter, from divulging or using, directly or indirectly, without the authorization of the President and CEO, any of the Hospital's secret or confidential information, knowledge or data to the detriment of the institution, regardless of how it was obtained.

### **(d) Conflicts of interest**

A conflict of interest includes any conflict between the personal interests (pecuniary or other) of the Senior Executive (or of a family member or close friend) and those of the Hospital. The Senior Executive avoids, to the extent possible, any real or potential conflict and promptly brings it to the attention of the President and CEO of the Hospital.

### **3. Authority to bind**

In the execution of functions outlined herein, the Senior Executive acts as a member of the senior management team. The Senior Executive nonetheless does not have the authority to affirm that he or she has the right, the power or the authority necessary to create any contract or obligation, implicit or explicit, on behalf of the Hospital or that binds the Hospital, unless this authority is expressly granted to the Senior Executive.

### **4. Remuneration**

- (a)** For services rendered as set out herein, the Hospital will pay to the Senior Executive, based on the date of signature of the present contract, an annual salary of (~~—XXX—~~ \$) subject to paragraphs 4 (b) and (c) below. The salary of the Senior Executive will be paid out according to normal Hospital payroll procedures and is subject to deductions and withholdings required by law.
- (b)** The salary of the Senior Executive is revised once per year, with periodic increases made at the discretion of the President and CEO, who consults the Board of Directors, taking into account the financial situation of the Hospital or other fiscal constraints set out in law. The 2010 Public Sector Compensation Restraint to Protect Public Services Act prohibits the Hospital from increasing employee salaries before April 1<sup>st</sup> 2012, except for specific exceptions.
- (c)** After the end of each reference year, the President and CEO of the Hospital will determine, after consultation with the board of directors, and according to criteria revised yearly and included in Appendix C, the performance bonus that will be paid out to the Senior Executive, if applicable. All such payments will normally be made within sixty (60) days following the Senior Executive's evaluation. The performance bonus is only payable for the fiscal period under which the Senior Executive has effectively worked in this position. All legislation concerning performance-based remuneration of senior executives will supercede the current paragraph in case of contradiction between the two.
- (d)** The Senior Executive has a right to obtain, as per Hospital policies which are subject to periodic changes or additions, reimbursement of reasonable and necessary expenses accrued in the execution of the duties outlined herein, upon submission of proof of the nature and amount of said expenses, according to reimbursement policies in effect at the Hospital.
- (e)** All other expenses related to the work and objectives of the Senior Executive may be reimbursed with prior approval of the President and CEO and upon presentation of proof, as required under Hospital guidelines.
- (f)** The Senior Executive is entitled to benefits outlined in Appendix A (attached) and to other benefits and plans offered by the Hospital to its Senior Executives, in accordance with set conditions.

## **5. Termination of This Agreement**

**(a)** This agreement and the employment of the Senior Executive may be terminated by the Hospital:

- i) By mutual consent of the Senior Executive and the Hospital;
- ii) By the Hospital immediately for just cause as per article 6 of the present contract;
- iii) Subject to the terms of article 7 of the present contract, by the Hospital, without just cause, upon written notice to the Senior Executive, effective upon delivery of said notice. Upon reception of said notice, the Senior Executive is relieved of his or her functions;
- iv) By the Senior Executive at any time, upon sixty (60) days written notice given to the Hospital;

**(b)** Upon termination of the Senior Executive's employment as outlined herein, the Hospital no longer holds any obligation towards the Senior Executive with respect to the present agreement or the terms of his or her employment with the Hospital, except with respect to the following:

- i) Salary owed, as per the terms of this agreement, which remains outstanding at the moment of said termination;
- ii) Benefits accrued, including accumulated leave to which the Senior Executive is entitled at the moment of termination;
- iii) Termination indemnities as outlined in article 7 in case of a termination under paragraph 5 (a) (III) of the present contract;
- iv) The performance bonus which the Senior Executive would have earned under the terms of paragraph 4 (c), if applicable, save for the termination of his or her employment, payable on a pro-rated basis on the portion of the fiscal year in which the Senior Executive worked, if it is demonstrated that he or she met performance targets.

**(c)** The Senior Executive recognizes that all confidentiality obligations set out in article 2 (c) survive the termination of the present contract and the termination of employment and will remain in effect;

**(d)** Upon termination of the present contract, the Senior Executive will immediately return to the Hospital any and all books, documents, effects or other goods belonging to the Hospital, or for which the hospital is responsible towards third parties, that the Senior Executive possesses, controls or keeps and are in his or her charge.

## **6. Termination With Just Cause**

- (a) Notwithstanding anything to the contrary contained herein, the Hospital can, with just cause, terminate the employment of the Senior Executive at any time and without prior notice or indemnity in lieu of prior notice, except for payments outlined in paragraphs 5 (b) (I) and (II) of the present contract.

## **7. Termination Indemnity in Lieu of Notice**

- (a) For the purposes of the present agreement, the notice period is of twelve (12) months plus one (1) month per year of service completed, up to a total of eighteen (18) months.
- (b) If the Hospital terminates the employment of a Senior Executive under the terms of the present article, the Hospital shall:
- i) Pay to the Senior Executive the accumulated leave to which he or she was entitled at the moment of termination and continue to make regular payments to the Senior Executive, over the entire length of the notice period, in the amount of his or her usual salary at the time of termination;
  - ii) Maintain health-and-insurance-related benefits for the Senior Executive, as described in Appendix A (attached), except for short-term disability, during the entire notice period, inasmuch as these benefits can be maintained under contractual agreements established between the Hospital and its insurers. Admissibility for short-term disability benefits for the Senior Executive will only be maintained for the period prescribed by law. The maintenance of benefits ends at the moment the Senior Executive occupies another position that offers comparable benefits, or at the end of the notice period, whichever comes first;
  - iii) Continue to pay, during the entire notice period, the Hospital's portion of retirement plan contributions, with said payment ending when the Senior Executive occupies another position.
- (c) Notwithstanding paragraphs (a) and (b), in lieu of payments therein outlined, the Hospital shall pay to the Senior Executive, upon demand on the employment termination date or at any point after termination notice has been given, a lump sum equivalent to the total of the following amounts:
- i) His or her salary for the balance of the notice period, plus leave time accumulated prior to termination of employment;
  - ii) The Hospital's cost for maintaining the Senior Executive's benefits relating to health and health insurance, as described in Appendix A, for the balance of the notice period;

- iii) The Hospital's cost for maintaining its portion of retirement plan contributions for the balance of the notice period.

The Senior Executive may, however, ask that his or her contributions and the Hospital's contribution be maintained for the balance of the notice period as outlined in paragraph (a).

- (d) The Senior Executive acknowledges through this agreement that the payments outlined in paragraphs (a) (b) or (c) are reasonable and satisfy all possible claims with respect to employment termination indemnities in lieu of notice, to employment termination indemnities, or any other claim, may it fall under the Employment Standards Act of 2000, the Human Rights Code, the Pay Equity Act, Common Law or other, that the Senior Executive may have regarding his or her employment with the Hospital, from the termination of said employment to the termination of the Senior Executive's benefits, as set forth in the present contract.
- (e) The Hospital provides the Senior Executive with the services of an outplacement consulting firm and/or a financial advisor, at a maximum cost not exceeding seven point five (7.5%) of his or her salary at the time of employment termination;
- (f) i) The Senior Executive agrees that the payments and maintenance of benefits outlined in paragraph (a) will end if he or she accepts a substantially equivalent position in another hospital, except for a partial salary payment to ensure that the Senior Executive maintains his or her salary level at the moment of employment termination, for the entire notice period;  
  
ii) If he or she has received a lump sum payment, as outlined in paragraph (c), the Senior Executive agrees to reimburse the Hospital if he or she accepts a substantially equivalent position in another hospital. The amount to be reimbursed will be equivalent to the balance of the notice period that will effectively be worked.

## **8. Assignment; Applicable Law**

- (a) Subject to article 6, the present contract may be assigned by the Hospital or any of its agents and is vested in any assignee. The Senior Executive cannot assign the present contract or any of its associated rights, nor delegate duties assigned therein.
- (b) The present agreement is governed and interpreted according to the laws of the province of Ontario.
- (c) (c) All payments or transfer of monies set out in the present contract are subject to deductions and withholdings required by law.

## **9. Prior Agreements**

All prior agreements, written or verbal, established between the parties or regarding the Senior Executive's employment at the Hospital are, with this present agreement, terminated and cancelled.

## **10. Complete Agreement**

The present contract constitutes the complete agreement concluded between its parties on the subject covered and no modification, variation or amendment will be considered binding unless it is expressed in writing and signed by all parties. All parties recognize that there is no convention, affirmation, guarantee, disposition, agreement or other representation, written or verbal, that exists regarding the object of the present contract.

## **11. Independent Counsel**

In signing the present contract, the Senior Executive acknowledges having been given the prior opportunity to obtain independent legal counsel.

## **12. Notices**

The notice, requests, requirements or other communications required under the present contract are given in writing and considered complete if they are hand delivered or sent by pre-paid registered mail through Canada Post to the parties at the following addresses (or to other addresses communicated in writing by one party to the other at the following):

**Name**  
**Job Title**  
**Address**  
**Tel.:**

In the case of the Hospital, to:

**Dr. Bernard Leduc**  
President and CEO  
Hôpital Montfort  
713, Montreal Rd, 2C248  
Ottawa, Ontario K1K 0T2  
**Tel.: 613-746-4621, ext 2000**

**All notice sent by mail will be considered to have been received on the third business day (excluding Saturday, Sunday and statutory holidays) following mailing and any document delivered by hand will be considered as received at the moment of exchange.**

### **13. Waiver and Amendment**

No amendment of the present agreement is valid or actionable if it is has not been established in writing and duly signed by both parties concerned. No tolerance of violation of the terms of this agreement will go into effect or be actionable if it is not established in writing and signed by the party deemed to confer said notice and, unless otherwise stipulated in the written waiver, is limited to the violation in question that is subject to waiver.

### **14. Arbitration**

All questions stemming from the application, interpretation and administration of the present agreement will be decided by final and binding arbitration, according to the 1991 *Arbitration Act* if the said dispute resolution mechanism is accepted by both parties (the Senior Executive and the Hospital) at any time. The arbitrator, selected in accordance with the 1991 *Arbitration Act*, has the power to extend awards and damages in case of violation of the terms of the present agreement. The arbitrator does not, however, have the power to order the reintegration of the Senior Executive, nor modify or alter in any way the conditions outlined in the present contract.

**IN WITNESS THEREOF** the parties have signed the present agreement on This \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**SIGNED, SEALED AND DELIVERED** \_\_\_\_\_

**IN THE PRESENCE OF:**

---

**DATE :**

---

---

Senior Executive

---

Witness

---

President and CEO

---

Witness

**APPENDIX A  
EMPLOYMENT CONDITIONS**

- Annual leave:** Five (5) weeks per year  
Six (6) weeks after ten (10) years  
Seven (7) weeks after twenty (20) years
- Statutory holidays:** Twelve (12) days, including one floater
- Bank of sick days:** Twelve (12) days reimbursable at 50% if not used by December 31 of each year.
- Membership dues:** The employer commits to paying membership dues to two employment-related professional associations, selected by the Senior Executive, up to a maximum amount of \$2000. The Senior Executive must provide the President and CEO with the relevant related documents and receipts.
- Other benefits or allowances:**
- 1) The employer commits to buy and make available to the Senior Executive necessary office equipment, notably a computer and accessories, of a value of not more than three thousand (\$3000) dollars, which the Senior Executive can use at home in order to carry out his or her employment-related duties.  
  
Upon termination of the present contract, office equipment will be returned to the employer or sold back to the Senior Executive at a price reflecting current market value.
  - 2) The employer directly pays or reimburses tuition fees and other reasonable costs associated with training or external professional development programs, with prior approval of the President and CEO.
- Group insurance:** In accordance with the coverage extended in the policy negotiated between the hospital and its insurer for the Senior Management group.

**APPENDIX B  
DESCRIPTION OF POSITION**

Job Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Title of immediate superior: \_\_\_\_\_  
Date of last update: \_\_\_\_\_

**Summary of duties**

**Leadership and strategic management**

**Operational management and various programs under employee's responsibility**

**Management of human resources under employee's responsibility**

**Management of financial, material and information resources under employee's responsibility**

--

**Workplace relations and development of business partnerships**

--

**Health and safety**

--

**Required professional qualifications and main characteristics of candidate**

--

**Other comments:**

--

<b>Signature of immediate supervisor:</b>	
<b>Date :</b>	

**APPENDIX C  
RESPONSIBILITY AGREEMENT**

**FOR THE PERIOD OF APRIL 1<sup>st</sup> 2011 TO MARCH 31 2012**

The parties recognize that in order to enable the Senior Executive to fully exercise his or her mandate, a number of responsibilities must be assigned to him or her. Therefore, for the period in question, the **job title** will see his or her objectives set in accordance with the Quality Improvement Program for the current year.

In order to evaluate the level of success with which the Senior Executive has met his or her performance targets, while recognizing the corporate environment in which he or she has operated, the parties agree to the setting of a certain number of objectives. The achievement or not of said objectives will govern salary adjustments that correspond to the performance of the Senior Executive.

- Corporate objectives
- Functional objectives
- Qualitative objectives related to competencies and behaviours applied

In addition, the employment contract should have regard, most notably, for the 2010 Public Sector Compensation Restraint to Protect Public Services Act (Bill 16) and the 2010 Excellent Care for All Act (Bill 46), in addition to applicable regulations as they are put into effect by the concerned authorities.

**APPENDIX D**  
**ACTING CHIEF ADMINISTRATOR**

**WHEREAS** the services offered to the population by Hôpital Montfort are continuous, and as such, operate seven (7) days per week, twenty-four (24) hours per day;

**AND WHEREAS** through its mandate and its accountability requirements, Hôpital Montfort must have someone in charge at all times;

**AND WHEREAS** the President and CEO generally assumes the role of administrator responsible for all of Hôpital Montfort's operations;

**AND WHEREAS** the President and CEO cannot occupy this function twenty-four (24) hours per day, seven (7) days a week;

**THEREFORE** among the responsibilities of Senior Executives, is included a rotating responsibility to serve as acting chief administrator with respect to emergency measures, media relations and all other tasks that may be required as need arises and which Senior Executives may fulfill according to internal rules and regulations.