

EMPLOYMENT AGREEMENT

This Agreement made this 12th day of July, 2019 will be effective the first day of employment which is the 9th day of September, 2019.

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.
(hereinafter called the "Riverside")

- and -

Julie Loveday
(hereinafter called the "Executive")

WHEREAS the Executive's employment with the Riverside commenced on or about May 10, 1991 and the Executive is currently employed with Riverside in the position of Director, Inpatient & Emergency Services;

AND WHEREAS Riverside is in the process of an organizational renewal and has offered the Executive employment on the terms and conditions set out below;

AND WHEREAS the Executive has agreed to accept continued employment with Riverside on these terms and conditions;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- 1. Responsibilities**
- 1.1 The Executive shall be employed by Riverside in the full-time position of Vice President, Clinical Services and Chief Nursing Executive
- 1.2 The Executive shall report to and take direction from the Executive Vice President & Chief Operating Officer.
- 1.3 The Executive is expected to fulfill those responsibilities and duties normally associated with the position of Vice President, Clinical Services and Chief Nursing Executive for a health care institution and as established from time to time by the Board or pursuant to the By-Laws of Riverside (the "By-Laws"), including those responsibilities described in the attached Job Description as Schedule "A". The Vice President, Clinical Services and Chief Nursing Executive will be expected to attend and participate at all Board of Directors and Board Committee meetings as assigned.
- 1.4 The parties acknowledge that it is a term and condition of the Executive's employment hereunder that the Executive uphold and maintain compliance with all provincial and federal laws applicable to Riverside's operations, in addition to Riverside's policies and procedures as set out in the Code of Conduct and other organizational policies, as they may be amended from time to time.

2. Recognition of Service

- 2.1 The Executive's service date with Riverside of May 10, 1991 will be recognized for the purposes of this agreement.

3. Compensation

- 3.1 The Executive's maximum total available annual compensation, including incentive, will be as per the following salary grid.

Step 1 \$121,290

Step 2 \$127,674

Step 3 \$134,394

Subject to three (3) percent (%) performance hold back (2% performance 1% QIP) – See Schedule D to be developed.

The Executive's total compensation package is subject to the *Excellent Care for All Act, 2010*, as amended ("ECFAA"), and the *Broader Public Sector Accountability Act, 2010*, S.O. 2010, c.2S, as amended (the "BPSAA").

Riverside complies with the ECFAA by allocating incentive compensation based on the Executive's contribution to achieving annual targets as defined in Riverside's Quality Improvement Plan.

- 3.2 The Executives annual membership and licensing fees approved by Riverside will be paid, in order to maintain active membership in professional associations which are relevant to the position held.
- 3.3 The Executive shall be reimbursed for all expenses other than automobile expenses, which are actually and reasonably incurred in connection with the performance of duties upon presentation of appropriate receipts, and in compliance with Riverside's policies.
- 3.4 For purposes of assisting with professional development and effective performance of duties, Riverside supports the Executive's attendance at applicable conferences, conventions and academic advancement. Riverside shall reimburse the Executive upon presentation of appropriate receipts, for such pre-approved reasonable professional development fees, up to an agreed upon annual maximum.
- 3.5 The Executive is eligible to be enrolled in the benefit plans offered by Riverside for its executive group, as amended from time to time. The Executive will participate in Riverside's pension plan. Attached hereto as Schedule "B" is a summary of the benefit and pension plans currently offered by Riverside to members of its executive group.
- 3.6 The Executive is entitled to vacation as offered by Riverside for its executive group, as attached hereto as Schedule "B". Any unused vacation accrued may be carried forward in accordance with Riverside's vacation policies. Vacation time shall be taken at a time or times agreed upon between the Executive and the Executive Vice President & Chief Operating Officer.

4. Termination of Employment

- 4.1 If the Executive wishes to resign, the Executive agrees to provide Riverside with a minimum of 60 days' prior written notice. Riverside can waive this notice, in whole or in part, without further obligation to the Executive.
- 4.2 Riverside agrees that if it wishes to terminate this Agreement and the Executive's employment, without just cause, it will provide the Executive with no more than one (1) month for each completed year of service, to a maximum of eighteen (18) months. The parties agree that the notice period may be satisfied by way of working notice, salary continuance or lump sum payment or any combination thereof, in Riverside's sole discretion.

Payment to the Executive under the provisions of this Section is inclusive of any termination pay or severance pay due to the Executive under the *Employment Standards Act, 2000*, or applicable equivalent legislation and is in full and final settlement of all claims.

In the case of termination of employment under this Section 4.2, Riverside shall provide the Executive with outplacement counseling to a maximum cost of \$5,000.

The Executive shall be obligated, following termination of employment, to make reasonable efforts to obtain alternative, substantially similar employment. Should the Executive obtain alternative substantially similar employment or become self-employed during the notice period, Riverside will cease making termination payments hereunder and will pay the Executive fifty per cent (50%) of any unpaid balance of termination payments in full and final settlement of its obligations hereunder.

- 4.3 Riverside may terminate this Agreement in its sole discretion, at any time, for just cause. Should the Executive's employment be terminated for just cause, the Executive will not be provided with any notice or payment in lieu thereof, or any payments of any kind, except accrued and outstanding vacation pay.
- 4.4 The parties agree that certain events will frustrate this Agreement. The occurrence of such events will automatically terminate this Agreement, without liability or obligation, including notice or pay in lieu of notice under section 4.2, to either the Executive, or to Riverside, except as may be required to meet minimum applicable employment standards. Events which will frustrate this Agreement include:
- the death of the Executive;
 - the permanent disability of the Executive; and
 - any other event accepted as frustrating a contract of employment under the governing law of this Agreement.

The parties further agree that the Executive will be deemed to have a "permanent disability" if the Executive is unable to carry out substantially all of the duties for a period of 180 days in any twelve (12) month period. The parties also agree that the permanent disability of the Executive as defined herein will amount to undue hardship for Riverside, releasing Riverside of any duty for ongoing accommodation.

- 4.5 If the Executive wishes to resign from his employment with Riverside, eligibility for and enrollment in the benefit plans outlined in section 3.5 and 3.6 hereof will continue no later than the last day worked by the Executive.

If Riverside wishes to terminate the Executive's employment without just cause, eligibility for and enrollment in the benefit plans outlined in section 3.5 and 3.6 hereof will continue for no later than the last day during any minimum period in which such benefits must be maintained pursuant to the Employment Standards Act, 2000 as amended. Incentive payments owing per the Quality Improvement Plan performance targets will be prorated based on the numbers of months of participation in the current annual plan upon termination.

- 4.6 The Executive acknowledges and agrees that the termination provisions set out above are reasonable and are in complete satisfaction of all obligations that Riverside has or will have to the Executive arising from the termination of this Agreement, or of the Executive's employment, whether statutory or at common law. The Executive accepts the terms and conditions of the termination provisions set out above as full and complete consideration for all foreseen and unforeseeable losses, claims, damages, benefits, costs, etc. arising out of or connected with the Executive's employment (whether statutory or otherwise) and the termination of that employment, including the manner, process or reason for such termination. Upon provision or payment of the above notice or payment in lieu, as applicable, the Executive agrees that the Executive will not be entitled to any further payment or notice of termination of any kind.

It is intended that the notice provisions in this Agreement include any entitlements the Executive may have to termination pay and/or severance pay stipulated by the Employment Standards Act, 2000 as amended. In the event that the Executive's statutory entitlements exceed the notice provisions set out in this Agreement, then those statutory entitlements shall replace the notice provisions in this Agreement, and no further payments, notice or payment in lieu shall be required.

5. Riverside's Property and Confidentiality

- 5.1 The Executive agrees that all items created, developed or used during the Executive's employment, or furnished by Riverside, including all inventions, systems, research, equipment, credit cards, books, records, reports, files, diskettes, manuals, literature and confidential information are the exclusive property of Riverside and shall be surrendered by the Executive to Riverside upon termination of the Executive's services under this Agreement.
- 5.2 The Executive agrees that during the Term of this Agreement, or any time after the termination of this Agreement (except in the ordinary course of the Executive's services to Riverside), the Executive will not use or disclose non-public information acquired by the Executive concerning the business or affairs of Riverside.

6. Entire Agreement

- 6.1 This contract constitutes the entire agreement between the parties and any previous agreements, written or oral, express or implied, relating to the Executive's previous positions are hereby void.

7. Amendment to Agreement

- 7.1 Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect.

8. Severability

8.1 In the event that any provision or part of this Agreement shall be deemed invalid by a Court, the remaining provisions shall remain in effect.

9. Waiver

9.1 Riverside reserves the right from time to time and on more than one occasion to waive any of the obligations of the part of the Executive in this Agreement. No waiver by Riverside of any breach of the terms of this Agreement shall constitute a waiver of any prior or subsequent breach of any obligation.

10. Governing Law

10.1 This Agreement shall be construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.

11. Successors

11.1 This Agreement is binding on Riverside and any successor to it.

12. Independent Legal Advice

12.1 The Executive acknowledges that they have had the opportunity to obtain independent legal advice before signing this Agreement. The Executive further acknowledges and agrees that the Executive has read this Agreement and fully understands the terms of this Agreement, and further agrees that all such terms are reasonable and that the Executive is signing this Agreement freely, voluntarily and without duress.

IN WITNESS WHEREOF the parties have executed this Agreement in counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same agreement.



Witness



Ms. Julie Loveday

July 17th, 2019
Date



Witness



Mr. Henry Gauthier

July 17, 2019
Date

ACKNOWLEDGEMENT

I acknowledge that I have been provided with sufficient notice that, effective XXXXX, 2019 my current position as Director, Inpatient & Emergency Services will be eliminated, and that my employment with Riverside Health Care Facilities Inc. ("Riverside") will be continued in the position of Vice President, XXXXXXXX.

I hereby accept continued employment with Riverside in the position of XXXXXXXXXX, effective XXXXXX, 2019 on the terms and conditions set out in the attached employment agreement.

I warrant that I have been provided with an opportunity to obtain independent legal advice with respect to this notice and the employment agreement, and that I have obtained such advice.

SIGNATURE

DATE

NAME (printed)

Schedule A

Job Description (Draft)

POSITION:	Vice President, Clinical Services & Chief Nursing Executive
DEPARTMENT:	Administration
RESPONSIBLE TO:	Executive Vice President & Chief Operating Officer
DATE-ORIGINAL:	January 9, 2015
DATE-REVIEWED:	
DATE-REVISED:	July 12, 2019

QUALIFICATIONS NECESSARY:

- Undergraduate degree, i.e. Baccalaureate in Nursing or Business Administration or equivalent, Masters in Health, or Business or Nursing is preferred
- Current (or eligible for) registration with the College of Nurses of Ontario
- Minimum 5 years direct clinical involvement and management experience, preferably in an acute care setting
- Demonstrated strong clinical and administrative leadership abilities
- Proven strong interpersonal, communication and presentation skills to work within a diverse community
- Proven independent decision making skills
- Demonstrated ability to motivate and support staff in a challenging, multidisciplinary environment, role modelling the principles of effective team work.
- Demonstrated basic computer literacy utilizing MS Office software applications and the ability to receive and respond to emails

BASIC RESPONSIBILITIES:

The incumbent is accountable for the development, delivery and evaluation of acute programs and services; ensuring service delivery strategies align with the corporate mission and operating plan priorities.

Working in partnership with the organizations Chief of Staff and other members of the senior leadership and management teams, the incumbent provides leadership in the development and implementation of clinical activities and programs that promote safe patient-centered environment and that contribute to quality improvement and risk management initiatives.

The incumbent reports directly to the Executive Vice President & Chief Operating Officer.

SPECIFIC DUTIES:

Planning & Organizing

- Participates as a member of the Senior Leadership Team in the organization's strategic planning process and in the establishment of vision, mission, values, policies
- Through contemporary health care management principles actively participates in and directs: formulation and implementation of standards, policies, and procedures; integration of professional standards of care; quantitative measures and outcomes of care; continuous feedback to acute care service managers.

- Develops policies and procedures for acute care services

Coordination & Communication

- Participates in internal and external committees related to acute care services and other administrative functions within RHC. Facilitates communication between departments. Maintains professional growth and development through seminars, workshops, professional affiliations and courses.

Human Resources

- Develops human resources and management strategies for acute care services ensuring effective recruitment, retention, allocation, development and utilization of staff.

Budgetary/Financial Management

- Plans, organizes, controls, monitors and evaluates acute care services operational and capital budgets in collaboration with department managers, directors, and the Senior Leadership Team.
- Forecasts and submits requests for capital budget items in conjunction with the department managers and directors; oversees budget planning for acute care services with appropriate corporate support.

Management / Supervisory

- Number of direct reports: TBD
- Exercises full scope of managerial supervision of departmental staff
- Accountable for establishing, managing, and monitoring applicable Health and Safety standards, processes, communications, training and systems, to ensure safe workplace for employees, patients, and visitors within the acute care services. Ensuring staff have proper training on the safe operation of equipment and PPE, regularly auditing safe work practices and the use of required PPE, and following up with all Health and Safety concerns and issues in a timely manner in obligation common to all RHC managers.

General

- Participates in the Quality Improvement Program.
- Carries out work assignments safely and is knowledgeable of and in compliance with relevant regulations, policies and procedures (i.e. Occupational Health and Safety Act).
- Performs other such duties or responsibilities that may be delegated by the CEO

CONDITIONS OF EMPLOYMENT:

1. Human Resource Policies
2. Corporation Policies
3. Department Policies

Schedule B
Executive Group
Summary of Benefits & Probation Information

Terms and Conditions of Employment

The purpose of this document is to provide a general overview of benefits and other relevant information specific to the above noted group. For additional details or exact language on information contained in this document refer to the relevant plan documents or policy and related process or procedures.

The information noted bellow is in reference to full-time employee benefits and vacation. Part-time and casual employees are provided with a percentage in lieu of benefits, and may be entitled to purchase some of the benefits noted. Enrolment in benefit plans, etc. are in accordance with policies and the terms of each respective plan.

4 Benefits

4.2 Health & Welfare

- Semi-Private Room Differential – Employer pays 100% of premium
- Extended Health Care (e.g. Professional Services) – Employer pays 100% of premium
- Dental: Employer pays 100% of premium
- Early Retirement Benefits

4.3 Life Insurance

- Basic Life: \$5,000.00, or 2x Annual Employer pays 100% of premium
- Voluntary Life: up to 3x times annual salary, employee pays 100% of premium
- Accidental Death & Dismemberment (AD&D): coverage equal to Basic Life, Employer pays 100% of premium.

4.4 Disability Plans

- Short Term Disability (HOODIP): Sick leave up to 15 weeks
- Long Term Disability (HOODIP): Employer pays 100% premium.

4.6 Pension Plan

- Healthcare of Ontario Pension Plan (HOOPP)

5 Statutory Holiday / Vacation

5.1 Statutory & Paid Holidays: Eleven (11) statutory and four (4) float days per calendar year.

5.2 Vacation: 4 weeks after 1 year of service
5 weeks after 5 years of service
6 weeks after 10 years of service
7 weeks after 25 years of service

7. Employee Performance

7.1 Probationary Period: none

