

GERALDTON DISTRICT HOSPITAL
(hereinafter referred to as the "Employer")

Of the first part

and

LUCY BONANNO
(hereinafter referred to as the "Chief Executive Officer")

On the second part

WHEREAS the Employer desires to obtain the benefit of the services of the Chief Executive Officer, and the Chief Executive Officer desires to render such services on the terms and conditions set forth in this agreement (the "Agreement").

IN CONSIDERATION of the Chief Executive Officer's performance of the obligations contained in this Agreement, the Employer's payment of remuneration to the Chief Executive Officer, and for other good and valuable consideration set forth herein, the parties agree as follows:

The classification of "Chief Executive Officer" shall be synonymous with "Executive Director" and "Administrator" wherever those terms appear in the bylaws of the Employer or in any statute or regulation relevant to the operation of the Employer.

1 Duties of the Chief Executive Officer

1.1 The Chief Executive Officer shall be responsible for the total and proper management of the Employer, reports to the Board of Directors of the Employer, and completes and reports on other duties assigned by the Board of Directors, in accordance with the Employer bylaws and all relevant legislation.

1.2 The Chief Executive Officer shall devote the whole of her efforts, time and attention to the performance of the duties set out at Schedule "A" attached to this Agreement, as well as to any additional duties that may be assigned by the Board of Directors from time to time.

1.3 The Chief Executive Officer shall disclose to the Board of Directors the nature and extent of her involvement in volunteer or other organizational activities in which she becomes involved from time to time.

1.4 It is understood and agreed to by the Chief Executive Officer that the Board of Directors, on behalf of the Employer, may make alterations to the assignments, duties and responsibilities without causing the termination of this Agreement, provided that such

alterations maintain the assignments, duties and responsibilities that are reasonably commensurate with those of a Chief Executive Officer.

1.5 The Chief Executive Officer acknowledges that the hours of work required will vary, will be irregular, and will be those hours of work required to meet the requirements of the position.

2 Term

2.1 The term of the Chief Executive Officer's employment as Chief Executive Officer shall commence on 1 October 2017

3 Compensation

3.1 In consideration of the provision of services as Chief Executive Officer, the Chief Executive Officer will be paid an annual salary of One Hundred Forty-Nine Thousand Seven Hundred And Twenty Four Dollars (\$149,724.00), less all applicable statutory deductions, for each year of the Agreement or as otherwise agreed in writing by the parties during the term of this Agreement. Payments will be made on a bi-weekly basis.

3.2 The Chief Executive Officer's compensation is subject to the *Excellent Care for All Act, 2010*, as amended ("ECFAA"), the *Broader Public Sector Accountability Act, 2010*, S.O. 2010, c. 25, as amended (the "BPSAA"), and the *Broader Public Sector Executive Compensation Act, 2014*, S.O. 2014, c. 13, Sched. 1, as amended (the "BPSECA"). In accordance with the ECFAA, a percentage of the Chief Executive Officer's base salary is held back and subject to achieving targets as set out in the Employer's annual Quality Improvement Plan. The percentage and targets are determined and published annually by the QIP Committee in consultation with the Chief Executive Officer and approved by the Board. Adjustments to the base salary referenced in Article 3.1 are at the Employer's sole discretion.

4 Benefits

4.1 The Chief Executive Officer will be entitled to the benefits set out in the document "Non-Union Staff Benefits", attached hereto as Schedule "B", and as amended by the Employer from time to time, except where a greater benefit is provided under this Agreement, which greater benefit shall prevail.

4.2 The Employer will contribute 100% of the billed premium for the insurance coverage (subject to the terms and conditions of the specific insurance policies) per the attached Schedule "B", as amended by the Employer from time to time.

4.3 Professional Development: The Chief Executive Officer is encouraged to participate in educational programs, which may require the absence from the Employer's workplace during working days; the timing and cost is to be discussed with the Employer's Board Chair and approved by the Employer's Board. The Employer shall pay the annual membership fee for admission of the Chief Executive Officer to two hospital-related professional organization, and may, in its discretion, consider paying annual membership fees for additional hospital-related professional organizations.

4.4 The Chief Executive Officer will be entitled to six (6) weeks' paid vacation in each fiscal year. Vacation shall be taken at a time or times to be agreed between the Chief Executive Officer and the Board Chair or designate.

5 Performance Review

A performance review of the Chief Executive Officer will be done annually by the Employer in the month of May, or otherwise as agreed by the parties.

6 Termination of the Agreement

6.1 By the Employer for Cause: The Employer may terminate the Chief Executive Officer's employment under this Agreement at its sole discretion for cause at any time. "Cause" shall include, but shall not be limited to, a material breach of any of the provisions of this Agreement, and any conduct which constitutes cause at law. Should this Agreement be terminated for cause, the Employer shall not provide the Chief Executive Officer with any notice, pay in lieu thereof, or any common law payments whatsoever.

6.2 By the Employer Other than for Cause: The Employer may terminate the Chief Executive Officer's employment under this Agreement at its sole discretion for any reason whatsoever at any time. Should this Agreement be terminated without cause at any time, the Employer will provide the Chief Executive Officer with the following:

- A. A combination of working notice and pay in lieu of notice, at the Employer's sole discretion, equal to twelve (12) months. Any pay in lieu of notice amounts, less all applicable statutory deductions, shall be paid as a lump sum or as a salary continuation, at the sole discretion of the Employer.

The Chief Executive Officer shall be obligated, following the termination of employment, to make reasonable efforts to obtain reasonable alternative employment. Where the Employer has elected to provide the Chief Executive Officer with salary continuance during the notice period, should the Chief Executive Officer obtain alternative employment or become self-employed during the notice period, the Employer will cease making termination payments hereunder and will pay the Chief Executive Officer fifty per cent (50%) of any unpaid balance of termination payments in full and final settlement of its obligations hereunder. In no event shall the Chief Executive Officer be paid less than the termination entitlements under the Ontario *Employment Standards Act, 2000* ("the "ESA").

- B. To the extent allowed by the relevant insurers, continuation of all benefits set out at paragraph 4 of this Agreement (except any disability or life/ADD insurance benefit, which will only be continued in accordance with the ESA) for a twelve (12) month period subsequent to the date of termination.

The amounts set out at A) and B) above represent the full extent of the Chief Executive Officer's contractual, statutory and common law entitlements at termination.

In all cases, following termination of her employment, the Chief Executive Officer shall be obligated to make reasonable efforts to obtain reasonable alternative employment.

In the event of any termination of the Chief Executive Officer's employment, howsoever caused, the Chief Executive Officer shall take steps immediately to replace any disability or insurance benefit provided to the Chief Executive Officer by the Employer. The Chief Executive Officer acknowledges that the Employer cannot guarantee in any way that any disability or insurance benefits provided to the Chief Executive Officer by the Employer can be maintained on her behalf after the termination of employment.

6.3 Notice Required by the Chief Executive Officer on Resignation: If the Chief Executive Officer wishes to resign, she is required to give the Employer three (3) months' written notice. The Employer may waive the requirement for active employment during all or part of such period, in its discretion.

6.4 Resignation from Officer Positions: In the event of termination of the Chief Executive Officer's employment, howsoever caused, or resignation from employment, the Chief Executive Officer shall tender her resignation of all director and/or officer positions pertaining to or related to the Employer.

6.5 Return of Property: The Chief Executive Officer acknowledges that all items of any and every nature or kind created or used by the Chief Executive Officer pursuant to employment under this Agreement, or furnished by the Employer to the Chief Executive Officer, and all computer equipment, cell phones, credit cards, books, records, reports, files, manuals, literature, confidential information or other materials and duplicates thereof, shall remain and be considered the exclusive property of the Employer at all times and shall be returned to the Employer in good condition, promptly at the request of the Employer, or in the absence of a request, on the termination of the Chief Executive Officer's employment with the Employer. The only exception to this will be items, property and information which the Chief Executive Officer had prior to employment with the Employer

7 Dispute Resolution

7.1 The parties are encouraged to resolve any disputes between them regarding the interpretation or application of this Agreement by means of negotiation and/or mediation, on such terms as the parties agree.

7.2 Failing resolution of any dispute between the parties regarding the interpretation or application of this Employment Contract, such dispute will be referred to binding arbitration before an arbitrator to be agreed by the parties. To invoke this arbitration clause, either party may write to the other requesting that a certain dispute be settled by the arbitrator. The parties will then have 21 days, or such longer period as the parties agree to make written submissions to the arbitrator who will provide a written decision within 30 days thereof. This arbitration process cannot be used to resolve any disputes regarding the termination of this Agreement under section 6 herein, except at the election of the Employer.

8 Confidential Information

The Chief Executive Officer acknowledges that as the Chief Executive Officer she will acquire information about certain matters and things which are confidential to the Employer ("Confidential Information"). "Confidential Information" includes, but is not limited to, information that is not generally available to the public but does not include any information which is provided to the Chief Executive Officer on a non-confidential basis from a source other than the Employer, its directors, officer, employees or patients, or has been independently acquired or developed by the Chief Executive Officer without violating any obligations under this Agreement. The Chief Executive Officer agrees not to disclose Confidential Information to any third party either during the term of employment except as may be necessary in the proper discharge of her employment, or after the term of employment except with written permission of the Employer or as required by law.

9 Non-Solicitation

The Chief Executive Officer agrees that for a period of one (1) year from the date of the termination of employment, howsoever caused, or resignation, the Chief Executive Officer will not, on her own behalf or on behalf of any individual or organization, hire, attempt to hire, take away or cause to be taken away from the Employer any employee of the Employer.

10 Other Terms of this Agreement

10.1 The parties hereto agree that this Agreement contains the entire understanding between the parties and supersedes any prior understanding and/or written or oral agreement between them respecting the written subject matter. Subject to s. 10.3, the parties agree that there are no representations, agreements or understandings, oral or written, between the parties which are not fully expressed herein.

10.2 The parties hereto agree to execute such documents, assurances, certificates or the like as may from time to time be reasonably requested, required or desirable in order to give full force and effect to this Agreement, the matters contemplated herein and to its and their intention.

10.3 In respect of all matters relating to employment not specifically dealt with in this Agreement, the existing policies of the Employer shall govern.

10.4 Except as otherwise specifically provided, the terms and conditions of this contract may be amended at any time by mutual agreement of the parties, provided that before any amendments shall be valid or effective it shall have been reduced to writing and signed by the Chair of the Board of Directors of the Employer and the Chief Executive Officer.

10.5 The Chief Executive Officer and the Employer agree that neither party will disclose the details of this Agreement without having first received the written agreement of the other party, unless such disclosure is required by law.

11 Assignability

The performance of the Employee is personal hereunder, and Employee agrees that the Employee shall have no right to assign and shall not assign or purport to assign any rights or obligations under this Agreement. Subject to the foregoing restriction on assignment by the Employee, the provisions of this Agreement shall ensure to the benefit of and be binding on the heirs, executors, administrators and legal representatives of the Chief Executive Officer and the successors and assigns of the Employer, respectively.

12 Notice

Any notice required or permitted hereunder shall be sufficiently given if sent by registered mail, postage prepaid, to the Chief Executive Officer at her last residential address known to the Employer, or delivered in person.

13 Severability

If any term of this Agreement is found to be invalid, illegal or unenforceable by any court or tribunal having the jurisdiction to do so, that term is considered to have been severed and the rest of the Agreement shall continue to bind the parties as if the severed term has not been included.

14 Governing Law

This Agreement shall be construed in accordance with the laws of the province of Ontario.

15 Independent Legal Advice

The Chief Executive Officer acknowledges that she has been provided with the opportunity to obtain independent legal advice with respect to the terms of this Agreement prior to its execution, and further acknowledges that she understands the terms of this Agreement and her rights and obligations under this Agreement.

IN WITNESS WHEREOF the Employer has hereunto affixed its corporate seal attested to by the hand of an officer duly authorized on its behalf this 12 day of Sept. 2017

GERALDTON DISTRICT HOSPITAL

Per: [Signature]

Per: [Signature]

SIGNED,)
in the presence of:)

[Signature])
Witness)

[Signature])
Lucy Bonanno)

Schedule B

Terms and Conditions of Employment Lucy Bonanno

1. **Vacation:** Six (6) weeks of vacation on hire.
The candidate will not take any vacation in the first six months.
Seven (7) weeks after 10 years.
2. **Statutory Holidays:** Twelve (12) days per year + one (1) floating day.
3. **Healthcare of Ontario Pension Plan (HOOPP).** See attached booklet.
4. **Sick Leave:** HOODIP. Short-term plan. 100% employer funded.
5. **HOODIP (long-term disability):** 100% employer paid.
6. **Group Life Insurance:** Basic of \$5,000.00 or coverage two times annual salary.
100% employer paid.
7. **Voluntary Life Insurance:** 1x salary premium. Employer paid.
8. **Extended Health Benefits:** 100% employer paid.
9. **Must be physically capable of performing the essential duties of the job.**
10. **Compliance with all applicable policies, procedures and regulations (including future amendments).**

NOTE: Enrolment in benefit plans, etc. are in accordance with personnel policies and the terms of each respective plan.

TO: Lucy Bonanno

NOTE: all benefits to continue from probationary contract


James McPherson, Board Chair



Position Description

Position Title:	Chief Executive Officer	Date:	November 2015
Reviewed by:	Board of Directors	Department:	Administration
Approved by:	Board of Directors (May 2, 2017)	Reports to:	Board of Directors

Summary of Function:

- The Chief Executive Officer (CEO) has oversight responsibilities for the Geraldton District Hospital, including the overall direction and effective administration of the organization, ensuring high-quality, patient-oriented service within the mission, vision and values of the organization.
- The CEO reports directly to the Chair of the Hospital Board of Directors (Board) and is accountable to the Geraldton District Hospital Board.
- The CEO is accountable for the day-to-day operations and management of all current programs of the Geraldton District Hospital.

Duties, Responsibilities and Routines

Leadership:

1. Is responsible for the management of the hospital.
2. Demonstrates a strong personal commitment to corporate goals, staff and the patients and residents of the Geraldton District Hospital.
3. Is responsible for the overall coordination and management of all aspects of Human Resources within the organization.
4. Advises and recommends to the Board the formulation and appropriate policies, as required.
5. Challenges the status quo to generate continuous improvement opportunities.
6. Maintains knowledge of current and emerging corporate issues, trends and practices applicable to healthcare.
7. Leads in the creation of a shared vision of the current and future direction of the hospital, which everyone can understand and apply.
8. Provides leadership and vision, which instils commitment in others to continuous improvement and excellence in everything they do.
9. Builds credibility, respect and trust of others, both within the hospital and externally in the community.
10. Effectively managers him/herself to successfully respond to stressful or high-pressure situations.
11. Acts as a champion of new initiatives for sustaining long-term change efforts.

Position Description**Position Title: Chief Executive Officer**

12. Inspires others to genuinely commit to a shared vision of the current and future of the hospital.
13. Leads by example.
14. Acts as Secretary of the Board, in accordance with hospital bylaws.

Strategic Planning:

1. In concert with the Strategic Plan, sets short and long-term objectives for the hospital, prioritizing and balancing short and long-term corporate goals.
2. Through consultation with department managers and appropriate Board committees, prepares, presents and administers the hospital budget.
3. Implements and manages a business plan focused on meeting the needs and expectations of GDH's patients, residents, staff, families and the community.
4. Establishes and reviews with the Board the corporation's asset management program (capital planning).

Communication:

1. Ensures an accurate and timely exchange of information with relevant others (i.e.: horizontally, vertically, internal, external, etc.).
2. Assumes responsibility for public relations and acts as hospital spokesperson, in accordance with direction from the hospital Board.
3. Conveys information and messages in a clear concise manner.
4. Is and is seen to be highly energetic, involved, visible and readily accessible.
5. Listens and encourages staff input.
6. Demonstrates that the contributions and opinions of others are genuinely valued.

Change Management:

1. Ensures that appropriate change initiatives, which reflect the hospital's Strategic Plan, are integrated within the hospital.
2. Fosters an environment that encourages improvement, staff empowerment and risk-taking.
3. Responds constructively to change on a personal level.
4. Acts as a support mechanism for others to respond to change efforts.

Teamwork and Cross-Functional Partnerships:

1. Actively promotes teamwork at all levels and across organizations.

Position Description**Position Title: Chief Executive Officer**

2. Builds collaborative working relationships or partnerships with others (customers, employee representatives, peers, suppliers, team members and community members).
3. Establishes parameters for networking and external committee involvement after consultation with the Board.
4. Establishes and maintains a positive and productive relationship with the Chief of Staff.
5. Ensures that the accomplishments of teams and individual contributions to teams are recognized.
6. Fosters a challenging and satisfying work climate and energizes and motivates team members.
7. Serves as a coach and counselor for team efforts.
8. Promotes a corporate perspective in individuals serving on teams.

Performance Management:

1. Leads the development of challenging, measurable performance objectives and the regular monitoring and documentation of their achievement.
2. Empowers others to maximize their involvement and contribution to realizing the hospital's Strategic Plan.
3. Exercises due diligence to meet all legislative and regulatory requirements.
4. Focuses individual/group performance to directly contribute to established hospital goals.
5. Equitably manages the diversity and unique skills and needs of individuals (i.e.: cultural, professional, etc.).
6. Provides ongoing coaching and feedback to enhance individual job performance.
7. Ensures that continuous improvement is integral with performance management.
8. Ensures that good performance is recognized and rewarded.
9. Ensures financial integrity of the hospital, as set out by policies approved by the Board.
10. Provides opportunities and encourages the ongoing development of staff.

Patient Safety:

1. Contributes to building and maintaining an organizational culture of patient safety, by:
 - Actively participating in patient safety initiatives and programs.
 - Advocating for patients in all matters relating to patient safety.
 - Adopting all patient safety related best practices.

Position Description**Position Title: Chief Executive Officer**

The CEO shall be:

1. Knowledgeable and familiar with the Accreditation Canada Program, supports the program and participates as a team member, when requested.
2. Familiar with Infection Control Practices and Procedures and follows guidelines.
3. Familiar with responsibilities under all Privacy legislation.

Health and Safety Compliance:

1. Ensures health and safety compliance in the workplace.
 - Is familiar with the applicable legislation and requirements of the Occupational Health and Safety Act (OHSA).
 - Works in compliance of all policies and procedures to ensure personal health and safety of others.
 - Uses or wears the equipment, protective devices or clothing.
 - Reports any equipment or safety problems that may endanger him/herself, patients or co-workers, to supervisor.
 - Conducts planned safety inspections of workplace. Ensures the working environment is maintained in a health and safe condition and takes every precaution reasonable in the circumstance for the protection of workers.
 - Advises employees of the existence of any potential or actual danger to health and safety in the workplace.
 - Ensures employees have access to and understand all health and safety policies and procedures, and ensures compliance and enforcement of same.
 - Ensures workers receive proper training and instructions before beginning work and attend ongoing safety education, including, but not restricted, to WHMIS.
 - Conducts quarterly planned safety talks with employees or as directed by the nurse managers, Employee Health, Infection Control and education.
 - Evaluates the health and safety performance of employees.
 - Provides written instructions to employees regarding measures and procedures to be taken for the protection of employees.
 - Uses and ensures that personal protective equipment, where required, is provided and used.
 - Investigates and determines the causes of all accidents and injuries, recommends and initiates correction action.
 - Reports accidents/cases of occupational disease to appropriate authority within reporting time requirements.
 - Identifies and informs superiors of occupational health and safety concerns.
 - Models health and safety policies and procedures in the workplace.

Qualifications:

1. Graduate degree in business/management, health services or the equivalent.
2. Minimum five years' experience in a senior management/Chief Executive Officer level position in a hospital setting preferred or in a similar organization.
3. Member in good standing with the Canadian College of Health Leaders.

Reviewed:**Revised: May 2, 2017**

Position Description**Position Title: Chief Executive Officer**

4. Experience working with a Board of Directors.
5. Excellent organizational skills, time management skills, creativity, initiative, motivation and knowledge of relevant legislation.
6. Ability to demonstrate sound judgment and common sense.
7. Familiarity with Human Resources practices.
8. Understanding of and ability to oversee budgeting and financial management.
9. Positive and engaging approach to team members.
10. Skilled at establishing and maintaining productive partnerships.
11. Ability to communicate clearly and concisely in both verbal and written.
12. Good organizational, problem-solving and leadership skills.
13. Ability to work well under pressure and meet deadlines.
14. Ability to work independently and collaboratively as a member of a team.
15. Ability to use good judgment in assessing difficult situations.
16. Ability to be consistent and display a positive/helpful attitude.
17. Willingness and flexibility to keep pace with an ever-changing environment.
18. Stamina, sensitivity and strong negotiation and advocacy skills.
19. Excellent organization, time management, interpersonal and communication skills, both oral and written, critical thinking, attention to detail and problem-solving skills.

Preferred:

1. Oral and written communication skills in French are an asset.
2. Experience working with Indigenous people is an asset.