

AGREEMENT EFFECTIVE THE 1ST DAY OF APRIL, 2008.

BETWEEN:

**The Religious Hospitallers of St. Joseph of the Hotel Dieu of St. Catharines
St. Catharines, Ontario**

(The "Employer")

and

Jane Rufrano

(The "Employee")

WITNESSETH that in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. The Employer hereby engages the Employee to work for the Employer upon the following terms and conditions that are hereby agreed to by the Employee.
2. The Employee shall continue in the position of Chief Executive Officer of The Religious Hospitallers of St. Joseph of the Hotel Dieu of St. Catharines, and the work and services required from the Employee shall be as set out in the Job Description attached as Exhibit "A" and as may be required by the Employer from time to time. The Employer may modify the job description from time to time to meet its requirements.
3. This agreement shall be in effect for an indefinite term commencing the 1st day of April 2008, subject to termination in accordance with the provisions of the agreement as outlined in paragraphs 9 through 11 below.
4. The Employer shall pay the Employee an annual salary of \$225,000 together with the benefits (as described in Exhibit B) other than salary that are in place

when this agreement takes effect and as they may be amended from time to time by the Employer.

5. The Employer will conduct an annual performance evaluation of the Employee and the Employee's salary and benefits will also be reviewed annually and will be effective on April 1st of each year.
6. The Employee shall devote her entire time, skill and attention to the employment herein and shall not engage in any other business or occupation during the terms of the employment except with the Employer's written consent.
7. The Employee shall not, either during the term of her employment or at any time thereafter, disclose to any person, firm or corporation any information concerning the business or affairs of the Employer which the Employee may have acquired in the course of, or incidental to her employment hereunder or otherwise, whether or not for her own benefit, or to the detriment, or intended or probable detriment, of the Employer.
8. Any inventions, systems, and/or research developed by the Employee during the term of this agreement in relation to her employment shall be and remain the property of the Employer.
9. The Employer may terminate the Employee's employment for just cause without notice or compensation except as may be required by applicable employment standards legislation. Without limiting the foregoing, just cause shall include criminal activity, incompetence, inability of the Employee to perform (provided the Employer has communicated the performance deficiency to the Employee and afforded the Employee an opportunity to remedy the deficiency), or a breach of a fiduciary duty or trust by the Employee.

10. The Employer may terminate the Employee's employment without cause with compensation to the Employee upon termination as set out in Exhibit C.
11. The Employee may terminate the agreement upon three (3) months' notice in writing.
12. This agreement constitutes and expresses the whole agreement of the parties hereto with reference to the employment of the Employee by the Employer, and with reference to any of the matters or things herein provided for, and this agreement cancels and supercedes any previous agreement or understanding. Any amendments to this Agreement will be effective only if they are in writing and executed by both parties hereto.

In witness whereof the parties affix their hands and seals.

The Religious Hospitallers of St. Joseph of the Hotel Dieu of St. Catharines

Eileen Bernes
Witness

By: *Robert Stewart*
Dr. Robert Stewart, President

C. Wignall
Witness

Ron McTavish
Dr. Ron McTavish, Chairperson

C. Wignall
witness

Jane Ruffano
Mrs. Jane Ruffano

Exhibit A

Job Description of the Chief Executive Officer

The Chief Executive Officer shall be appointed as provided in the Hospital by-laws, shall be accountable to the Trustees and shall be responsible for the due observance and enforcement of the Public Hospital Act, the Regulations to that Act, all other applicable legislation, the by-laws of the Hospital and its policies. The Chief Executive Officer shall:

- (a) carry out his/her duties in accordance with the Philosophy and Mission Statements of the Corporation which form part of the Hospital by-laws;
- (b) be responsible for the efficient operation of all departments of the Hospital in accordance with policies established pursuant to Hospital by-laws;
- (c) operate the Hospital in accordance with the approved annual budget;
- (d) attend all meetings of the Trustees and their committees;
- (e) in accordance with the Hospital by-laws and the approved budget, employ, control, direct and develop all employees of the Hospital.
- (f) be entitled to attend all meetings of the Standing Committees of the Trustees unless otherwise provided in the Hospital by-laws and unless otherwise provided shall have a vote thereat.
- (g) be an ex-officio member of and attend all meetings of the Medical Advisory Committee but shall not vote thereat.
- (h) report to the Trustees any matters about which they should have knowledge.
- (i)
 - (i) ensure that the Fiscal Advisory Committee meets at least four (4) times a year;
 - (ii) report and make recommendations to the Board on behalf of the Fiscal Advisory Committee at the Board meeting following each meeting of the said Committee;
 - (iii) report to the Board on the establishment, composition and operation of those committees required pursuant to the Public Hospitals Act and other legislation together with such other Committees as the Board may deem advisable;

- (iv) ensure that all committee members receive an appropriate orientation to the philosophy, mission, goals and objectives of the Hotel Dieu Hospital.

- (j) ensure that procedures to encourage the donation of organs and tissues are Implemented by:
 - (i) establishing procedures to identify potential donors;
 - (ii) establishing procedures which will make potential donors and their Families aware of the options or organ and tissue donation;
 - (iii) keeping the Board of Trustees informed of outcomes of the Procedures in (i) and (ii).

- (k) establish and provide for the operation of an occupational health and safety program for the Hospital that shall include procedures with respect to:
 - (i) a safe and health work environment in the hospital;
 - (ii) the safe use of substances, equipment and medical devices in the hospital;
 - (iii) safe and health work practices in the hospital;
 - (iv) the prevention of accidents to persons in the hospital;
 - (v) the elimination of undue risks and the minimizing of hazards inherent in the hospital environment;

- (l) establish and provide for the operation of a health surveillance program including a communicable disease surveillance program in respect of all persons carrying on activities in the hospital.

Exhibit B

The following additional remuneration is provided:

1. Seven (7) weeks paid vacation per year.
2. Extended health, life insurance, short and long term sick benefits and pension (HOOPP) arrangements as applied to the Senior Team.
3. Parking is provided free of charge.
4. A blackberry will be provided and operating expenses associated with the blackberry will be covered by the Hospital.
5. Reimbursement of all reasonable business expenses incurred (as approved By the Chair or Board designate).
6. Professional membership fees associated with the Canadian Certified General Accounting Designation and the Canadian College of Health Care Executives.
7. Car allowance of \$10,000 per year (taxable benefit).

Exhibit C

1. On termination of employment for any reason (other than just cause) Ms. Rufrano will be provided with a paid up life insurance policy of \$30,000.
2. In the event of termination without cause, Ms. Rufrano will also be provided with 24 months salary, to be paid by salary, benefit and pension continuance or by lump sum, at the election of Ms. Rufrano.