

The TERM OF THIS AGREEMENT commenced



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BETWEEN:

**FOUR COUNTIES HEALTH SERVICES**

(Hereinafter referred to as "Four Counties")

- and -

**STRATHROY MIDDLESEX GENERAL HOSPITAL**

(Hereinafter referred to as "Strathroy")

- and -

**PAUL LONG**

WHEREAS Four Counties and Strathroy are independently owned and governed health care organizations owning facilities and equipment, which deliver hospital and health related health services to individuals in the surrounding area;

AND WHEREAS Four Counties and Strathroy have formed the Middlesex Hospital Alliance (hereinafter referred to as the "MHA") which has been delegated certain powers by Four Counties and Strathroy;

IT IS AGREED THAT:

**1. TERMS OF EMPLOYMENT**

Paul Long will continue to render full-time professional services to Four Counties and Strathroy in the capacity of CFO (Chief Financial Officer) of both hospitals.

**2. DUTIES AND RESPONSIBILITIES**

- (a) Paul Long will, at all times, faithfully, industriously and to the best of his ability, perform all duties that may be required of him by virtue of his position as CFO of both Four Counties and Strathroy and all duties set forth in both of the Hospitals' By-laws to the reasonable satisfaction of the Chief Executive Officer (CEO).
- (b) His duties shall specifically include, but not be limited to, those matters involving the day-to-day accountability for the current and continuing financial effectiveness of the hospitals which includes overall accountability for typical financial activities such as payables, receivables, budgeting, payroll, accounting, internal audits, investment and debt management, Ministry, Board and management reporting.

He shall provide guidance and counsel to senior management team in all financial and business affairs, provide broad direction and guidance to all activities in accordance with policies, goals and objectives established by the CEO and Board of

Directors, ensures the achievement of current and long range goals. In addition to corporate financial responsibilities, is accountable for budgets, operating plans, strategic direction, ministries and regulatory affairs for own portfolio.

He shall also have accountability for related services for materials management and purchasing services, environmental services (Strathroy) and information management.

In addition, he shall perform, in the same manner, any duties assigned or delegated to him by the CEO.

- (c) In addition Paul Long:
- (i) will arrange and attend any Board and Board Committee meetings.
  - (ii) will, as required, attend the MHA Board and public and government functions.
  - (iii) will attend at Local Health Integrated Network meetings and all other relevant and applicable meetings.
  - (iv) will, at all times, honour and abide by the Confidentiality Policies of Four Counties and Strathroy.
  - (v) will participate in continuing education programs and professional development seminars. Such activities will be approved by the CEO in advance and be within the education budget.
  - (vi) shall devote full time and attention to the business of the hospitals and shall not, without the consent in writing of the CEO, undertake any other business or occupation or become a director, officer, executive or agent of any other company, firm or enterprise.

### 3. AMALGAMATION

In the event that both or either Strathroy and Four Counties:

- (i) amalgamates with one or more public hospitals;
- (ii) transfers one or more programs or parts thereof to another public hospital or other public hospitals;
- (iii) transfers assets to another public hospital or other public hospitals; and
- (iv) as a result of any of the transactions referred to above, the terms of employment of Paul Long by the Four Counties and Strathroy or any successor entity are materially different from those conditions or employment under this Agreement, Paul Long shall, within ninety (90) days of such amalgamation, transfer of program or transfer of assets above referenced, be entitled to terminate his

employment by Strathroy and Four Counties or such successor employer to either Strathroy or Four Counties in which event Strathroy and Four Counties or their successor employers shall be required to pay Paul Long in accordance with the provisions of Section 9 of this Agreement.

4. **REMUNERATION**

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The fixed remuneration for Paul Long for his services shall be at the rate of [REDACTED] per year, payable in instalments. Increases in salary may be granted at the discretion of the CEO.

5. **PERFORMANCE REVIEW AND SALARY INCREASE**

- (a) The performance of Paul Long will be reviewed annually on or about the 1<sup>st</sup> day of September by the CEO. If his performance is found to be satisfactory, his annual salary will be reviewed. Paul Long acknowledges that it is his obligation to annually ensure that a meeting is scheduled with the CEO for this purpose.
- (b) The review of Paul Long's annual salary by the CEO, will take into consideration increases or decreases in the Ontario Hospital Association Report on Survey of Management Positions or other appropriate benchmarks and comparator information and Merit.
- (c) Any increase in salary will not be effective unless it is in writing and signed by the CEO.

6. **VACATION**

- (a) Paul Long shall be entitled to:
  - (i) 5 weeks of compensated annual vacation time;
  - (ii) 6 weeks after 20 years of service;
  - (iii) 7 weeks after 28 years of service; and
  - (iv) may be increased further by the CEO based on hospital policy.
- (b) The annual vacations of Paul Long will be at times mutually agreed upon between him and the CEO. In deciding on the times for his annual vacation, both Paul Long and the CEO will, at all times, consider the efficient operation of Four Counties and Strathroy.
- (c) Paul Long will be allowed to carry forward any unused vacation into the next calendar year up to a maximum of 75 hours. Any excess carry over will be subject to the approval of the CEO.

Please see "Public Sector Salary Disclosure" on our website for current salary.

**7. BENEFITS**

Paul Long will continue to participate in the benefits outlined in the Four Counties Benefits Package or the Strathroy Benefits Package at his discretion.

**8. MEMBERSHIP FEES**

Strathroy and Four Counties will honour membership fees for professional memberships and organizations or associations as may be chosen by Paul Long and the CEO, to a maximum of three such memberships.

**9. TERMINATION**

- (a) The parties understand and agree that this Agreement and the employment of Paul Long may be terminated in the following manner in the specified circumstances:
- (i) by Paul Long, at any time, for any reason, on giving of six weeks notice to the CEO. The CEO may waive notice, in whole or in part.
  - (ii) by the CEO, in his or her absolute discretion, without any notice or pay in lieu of, for any act or omission that would amount to just cause under Ontario law.
  - (iii) by the CEO, in his or her absolute discretion and for any reason on paying to him a lump sum payment of nineteen (19) months pay in lieu of notice for termination during the term of this contract. This amount will increase by one month for each full year of employment from the date of this contract to a maximum of twenty four (24) months.
  - (iv) by the CEO, in his or her absolute discretion and for any reason on giving notice of termination and then continuing salary payments for nineteen (19) months in lieu of notice. This amount will increase by one month for each full year of employment from the date of this contract to a maximum of twenty four (24) months.
- (b) Strathroy and Four Counties will maintain Paul Long's benefits for the notice period, set out in paragraph 9(a)(iii) and (iv) provided that:
- (i) the salary and benefits are inclusive of any entitlement to notice and/or severance pay under the *Employment Standards Act* or equivalent legislation;
  - (ii) any amount that the *Employment Standards Act* requires to be paid is paid; and
  - (iii) there shall be no vacation payable for that time.
  - (iv) benefits shall not include short term disability payments and those benefits which third parties providing the benefits refuse to extend to Paul Long.

**10. MOVING EXPENSES**

Upon termination according to Section 9 (a) (iii) or (iv) of this Agreement, Strathroy and Four Counties agree to reimburse Paul Long for all reasonable moving expenses, up to a maximum amount of \$5,000.00 incurred within 6 months of termination if incurred as a result of the relocation of Paul Long, arising from the termination.

**11. RELOCATION AND EMPLOYMENT COUNSELLING**

In the event of termination without cause, the Hospital shall provide relocation and employment counselling of its choice to a maximum value of \$5,000.00.

**12. ACKNOWLEDGEMENT REGARDING CONTRIBUTION**

Four Counties and Strathroy are each responsible for fifty percent (50%) of all costs associated with meeting the monetary obligations as provided for in this Agreement, although one or the other Hospital may be designated as the paymaster.

**13. DELIVERY OF NOTICE**

- (a) Any notice to be given to Paul Long shall be delivered to him personally or sent by registered mail to his address last known to the MHA.
- (b) Any notice to be given to Strathroy and Four Counties shall be mailed by registered mail to the CEO at the address last known to Paul Long or delivered personally to the CEO.

**14. ARBITRATION**

Any dispute between the parties to this Agreement, concerning this Agreement, may be referred to a single arbitrator in accordance with the *Arbitration Act*.

**15. INDEPENDENT LEGAL ADVICE**

In order to facilitate Paul Long obtaining independent legal advice with respect to the contract of employment, the Hospital agrees to pay \$1,000.00 of the legal fees incurred by him to have the contract of employment reviewed by a legal advisor of his choice.

**16. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. This Agreement also supersedes all other agreements or contracts, either oral or written, between the parties.

**17. AMENDMENT OF AGREEMENT**

The terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment becomes valid or effective, such amendment must be reduced to writing, and signed by Paul Long and the CEO.

**18. SEVERABILITY**

In the event that any part of the Agreement shall be deemed void or invalid by a court or arbitrator, the remaining provisions or parts will be and remain in full force.

**19. BINDING EFFECT OF AGREEMENT**

(a) This Agreement shall be binding upon and inure to the benefit of Strathroy and Four Counties, its successors and assigns, and shall be binding upon Paul Long, his heirs, estate trustees and assigns.

(b) The rights of Paul Long under this Agreement are personal to Paul Long and are not assignable or transferable by Paul Long in any manner.

**20. GOVERNING LAW**

This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Ontario.

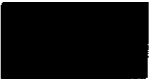
**21. HEADINGS**

The Headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the Agreement.

**22. WAIVER**

The parties reserve the right from time to time and on more than one occasion to waive any of the obligations imposed hereunder. No waiver by the parties of any breach of any of the covenants or conditions of this Agreement shall constitute a waiver of any prior concurrent or subsequent breach of the same or any obligation.

IN WITNESS WHEREOF this Agreement has been executed by the parties this



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MHA

Per:

*Caray Co.*  
WITNESS

*M. Mazza*  
CEO

*Caray Co.*  
WITNESS

*Paul Long*  
PAUL LONG