

**Summary of Contractual Terms and Conditions as of April 8, 2019**  
**MURRAY DOUCETTE**  
VICE PRESIDENT, PEOPLE & CULTURE

Contractual Elements	Details of Contractual Terms
Original Hire Date	2019-04-08
Date of Most Recent Contract/Offer Letter	2019-02-27
Major Revisions Since Last Contract	Not applicable
Length of Contract	Not applicable
Contract Term Date	Not applicable
Relocation/Accommodation Upon Hire	\$25,000
Current Annual Base Salary	\$192,000
Current Performance Based Compensation (held and measured against achievement of goals & objectives)	Not applicable
Current Annual Paid Vacation Entitlement	5 weeks, 6 weeks after 2 years
Annual Car Allowance	\$12,000
Annual Paid Parking	Not applicable
Annual Health Care Spending Account	Up to \$4,000
Annual Professional Dues	Up to \$1,000 upon presentation of receipts
Annual Professional Development Fund/Leave	Up to \$5,000 upon presentation of receipts
Executive Benefit Plan	Yes
Group Life Insurance	\$500,000
Basic Accidental, Death & Dismemberment Insurance	\$500,000
Sick Leave Salary Continuance	10 weeks
Short Term Disability Insurance	100% salary for 10 weeks
Long Term Disability Insurance	70% of salary to maximum annual benefit of \$210,000
Pension Plan (HOOPP <sup>i</sup> )	Standard
Hospitalization Coverage	Standard non union plan
Extended Health Care Coverage	Standard non union plan
Dental Coverage	Standard non union plan
Optional Life	Standard non union plan, 100% employee paid
Out of Country Travel Assistance Coverage	\$5,000,000 lifetime limit
Retirement Benefits	Upon retirement, Health and Dental benefits until age 65, 100% employee paid
Required Notice of Resignation by Executive	At least 60 days
LHSC Notice of Termination Without Cause to Executive	Within the first 5 years, twenty-four weeks of notice. Thereafter, twelve weeks minimum notice + 4 weeks per year of service up to 78 weeks maximum
Benefits on Termination Without Cause	As per notice period
Pension Upon Termination Without Cause	As per notice period
Car Allowance Upon Termination Without Cause	Lump sum payment equal to the car allowance for the notice period
Outplacement Services/Career Counseling Upon Termination Without Cause	Normal practice

<sup>i</sup> HOOPP = Hospitals of Ontario Pension Plan



**EXECUTIVE EMPLOYMENT CONTRACT**

**THIS AGREEMENT** is made the 27<sup>th</sup> day of February 2019.

**BETWEEN:**

**LONDON HEALTH SCIENCES CENTRE**, a corporation without share capital duly incorporated under the laws of the Province of Ontario, having its head office at the City of London, in the County of Middlesex, in the said Province

(Hereinafter referred to as "LHSC")

**AND:**

**MURRAY DOUCETTE**

(Hereinafter referred to as the "Executive")

**WHEREAS** LHSC and Murray Doucette have agreed to enter into an employment relationship in accordance with the terms and conditions set out in the agreement.

**IN CONSIDERATION** of the promises and the mutual covenants contained herein, the parties agree as follows:

**1. ENGAGEMENT AND TERM**

- 1.1 LHSC hereby confirms the engagement of the Executive in the position of Vice President of People & Culture and the Executive hereby accepts the said employment terms effective April 8, 2019.
- 1.2 The term of full-time employment with LHSC shall expire upon the Executive's resignation, retirement, or termination of employment in accordance with the provisions of this Agreement.

**2. DUTIES AND RESPONSIBILITIES**

- 2.1 The Executive, while employed by LHSC, shall have the power and authority to manage his assigned portfolio within the context of the associated role description, and directly in concert with the other members of the Senior Leadership Team, the operations of the said organization. The Executive shall obey and carry out all lawful direction given by LHSC and shall obey and carry out the by-laws, rules, and regulations and constituting documents of the said organization as may be in place from time to time.
- 2.2 Unless prevented by ill health or sufficient cause as described in paragraphs 2.5 or 2.6, the Executive shall, during the term of employment, devote the whole of his work time and attention to the business of the said organization and shall not, without prior written consent of the said organization, engage in any other business or employment. It is recognized that a normal part of the executive's employment includes representing LHSC on task groups or committees, or being a voluntary member of one or more boards of the directors or committees of other healthcare related organizations or community associations.

- 2.3 The Executive shall well and faithfully serve LHSC and shall use his best efforts to promote the interests thereof and shall not knowingly disclose the private affairs of the said organization or any related or associated corporations or any secrets in the said organization's possession or any related or associated corporations or confidential personal information during employment at LHSC or at any time thereafter except for information that is already public or when required by law or court order.
- 2.4 As a member of the Hospital's Senior Leadership Team, the Executive is required to periodically perform executive-on-call duties that include assuming additional corporate leadership responsibility during an emergency or other unusual circumstance. While performing executive-on-call duties, the Executive is required to be available to provide on-site leadership to the hospital on a 24 hour/7 days per week basis.
- 2.5 At the request of the Executive, the Executive Vice President, General Counsel & Chief People Officer may grant a temporary reduction in the Executive's workload or a short-term paid or unpaid leave depending on the circumstances. Reasons for such a change include but are not limited to an urgent family emergency or personal matter. Every reasonable effort will be made to accommodate the Executive in such matters and to grant the requested change. Normally the Executive's benefits are maintained during such a temporary change in working conditions.
- 2.6 At the request of the Executive, the Executive Vice President, General Counsel & Chief People Officer may approve the Executive accepting a short-term special assignment to perform work for another organization for which the Executive may receive additional compensation. Such approval is contingent upon such an assignment not impairing the ability of the Executive to fulfill his obligations to LHSC, or create a conflict of interest.

### **3. EMPLOYMENT REMUNERATION**

During the term of employment of the Executive, LHSC agrees to provide the Executive with the following remuneration:

#### **3.1 Base Salary**

LHSC shall pay to the Executive a base salary before statutory deductions of \$192,000.00 per annum, paid bi-weekly in arrears. Adjustments to the Executive's base salary shall be based on an annual review of the Executive's performance and approved in writing by the President and Chief Executive Officer, in accordance with LHSC's executive remuneration policy and are presently governed by legislation.

#### **3.2 Pension**

The Executive shall be a member of, and participate in; the Healthcare of Ontario Pension Plan (HOOPP) and LHSC shall pay the employer contributions.

#### **3.3 Benefits**

The Executive is eligible for employment benefits as established by the Board and approved in writing by the President and Chief Executive Officer and in accordance with the executive remuneration practices. At present, the executive employment benefits include the following:

- i. Automobile allowance of \$1,000 per month for a total annual amount of \$12,000. Due to this benefit, the Executive is not eligible for reimbursement of automobile travel in his vehicle.
- ii. Extended Health Care, Hospitalization, and Dental benefits consistent with LHSC's non-union defined benefits plan.
- iii. Executive Health Care Spending Account of \$4,000 per calendar year.
- iv. Executive paid sick leave and Short Term Disability coverage in accordance with the LHSC executive plan.

- v. Executive group Long Term Disability plan which provides 70% coverage up to a maximum annual benefit of \$210,000.00.
- vi. Out of province health coverage for business and personal travel.
- vii. Basic Group Life and Basic Accidental Death and Dismemberment insurance coverage of \$500,000.
- viii. Annual fund of up to \$1,000 to cover professional dues for up to two (2) professional associations related to healthcare or the Executive's career profession, upon presentation of receipts.
- ix. Annual fund of up to \$5,000, plus up to five (5) days paid leave per year to cover direct cost and time spent on the Executive's work related individualized professional program, upon presentation of receipts. To the extent that this continuing education time and grant are not used in a particular year, they may be carried forward for one (1) year.

It is understood that LHSC's responsibility for any voluntary insurance, pension, or benefit plans is limited to the contribution of LHSC's agreed share of premiums and LHSC is not the insurer of any benefits provided pursuant to such plans.

LHSC agrees to reimburse the Executive up to \$25,000 for relocation expenses incurred as a result of his move to London, Ontario from Halifax, Nova Scotia. Of that \$25,000, \$15,000 may be spent on land transfer tax, real estate fees, legal expenses, and moving expenses. Up to \$10,000 may be spent on temporary accommodation expenses, being rental and/or hotel expenses.

#### **3.4 Vacation & Paid Public Holidays**

- a. The Executive shall be entitled to: Five (5) weeks paid vacation that is accumulated based on 1/26 of his annual entitlement at the end of each pay period. The Executive is required to take regular vacation breaks from work and not to accumulate a balance of unused vacation time in excess of 75 hours per calendar year. Vacation is taken at a time mutually agreed to by the Executive and the Executive Vice President, General Counsel & Chief People Officer. After completion of two years of service, the Executive shall be entitled to one additional week of paid vacation.
- b. The Executive shall be entitled to paid time off for the twelve (12) legal and hospital-recognized public holidays.

3.5 The Executive is entitled to reimbursement of reasonable authorized business related expenses incurred during the conduct of LHSC business and subject to approval by the appropriate organization.

3.6 It is a business requirement that the Executive be able to travel to any of LHSC's facilities, travel out of the London area, and be in contact with the hospital while on-call, during declared emergencies or unusual situations that may arise at any time. Due to the requirements to carry out hospital business at all sites, be accessible when working away from London, and to respond to hospital emergencies, the Executive will be provided with either two (2) LHSC standard desktop computers (at work and home), or, a standard laptop computer, a cell phone, and a standard pager. The automobile allowance described in 3.4 (i) is provided to cover the travel costs associated with this job requirement.

3.7 The Executive accepts that LHSC publishes executive employment contracts on its website annually with only personal information, such as home address, withheld.

#### **4. CONFIDENTIALITY**

- 4.1 The Executive acknowledges that, as a consequence of his employment with LHSC and for the effective performance of his duties, he will be provided with access to, and entrusted with, confidential information and knowledge relating to individuals as well as to the present and future business of LHSC. The Executive acknowledges and agrees that the right to maintain the confidentiality of such information and documents to preserve the goodwill of the said organization constitutes proprietary rights which the said organization is entitled to protect. Accordingly, the Executive hereby acknowledges and agrees that this covenant shall survive the termination of this Agreement, that he will not either during the currency of this Agreement or any time thereafter, knowingly disclose any confidential information or documents of the said organization to any person except as required by law or court order, or use the same for purposes other than the purpose of the said organization. The Executive acknowledges and agrees with LHSC that the restrictions hereinbefore contained are reasonable in the circumstances and hereby waives all defences to the strict enforcement thereof.

#### **5. RETIREMENT**

- 5.1 The Executive may voluntarily choose to retire under the HOOPP Early Retirement Provisions after the age of fifty-five (55) up to the age of sixty (60). From age sixty (60) onwards, the Executive may voluntarily choose to retire under the HOOPP retirement provisions. If practical, the Executive will provide the Executive Vice President, General Counsel & Chief People Officer with at least six (6) months written notice prior to the proposed retirement date.
- 5.2 LHSC retains the right to search for a replacement during the period when the Executive has announced his retirement and to employ his replacement prior to the Executive's retirement date. Under such a circumstance the Executive would cease performing his normal job duties on a date designated by the Executive Vice President, General Counsel & Chief People Officer. The Executive would maintain his remuneration as specified in section 3 until the date of retirement.
- 5.3 Should the Executive retire under paragraph 5.1, he may elect to retain Extended Health Care, Hospitalization, and Dental benefits until the age of 65 provided the Executive pays one hundred percent (100%) of the Hospital's premiums for these benefits.

#### **6. TERMINATION**

- 6.1 In the event of the voluntary resignation of employment by the Executive, it is agreed that LHSC shall be entitled to no less than sixty (60) calendar days written notice, or such less notice as the parties may mutually agree.
- 6.2 In the event of termination of employment of the Executive by LHSC without cause, at any time, it is agreed that the Executive shall be entitled to the following written notice or severance payment in lieu of notice thereof:
- i. Within the first five (5) years of employment, twenty-four (24) weeks of notice. Thereafter, twelve (12) weeks minimum notice plus four (4) weeks' notice for each full year of continuous employment with LHSC from the start date onwards, pro-rated to the date of termination, to a maximum of seventy-eight (78) weeks. All notice periods in this section are inclusive of all statutory entitlements.
  - ii. Continuation of regular Health Care, Hospitalization, Dental, Life Insurance, Out of Province travel insurance, save and except Short Term and Long Term Disability, for a period equal to the notice period or payment in lieu thereof as established in paragraph 6.2 (i).

- iii. Continuation in the HOOPP pension plan for a period equal to the notice period defined in 6.2 (i), until the Executive commences work with another HOOPP employer, or, the Executive joins another registered pension plan, whichever comes first.
  - iv. A lump sum payment equal to the automobile allowance for the notice period defined in 6.2 (i).
  - v. The Executive will receive LHSC's normal Outplacement Services that are appropriate for an executive position.
  - vi. Sick leave entitlements, access to the professional development fund, and further accumulation of vacation leave credits will cease on the day of termination.
- 6.3 In the event of termination of employment of the Executive by LHSC for cause, and without limiting or otherwise affecting any of the remedies which LHSC may have hereunder, LHSC may terminate the Executive without notice. "Cause" shall include, but is not limited to:
- i. An unjustified failure of the Executive to make himself available on a full-time basis except for periods of absence otherwise contemplated by this Agreement.
  - ii. Serious misconduct by the Executive.
  - iii. Any violation of a material provision of this Agreement detrimental to the said organization or any negligent violation of the rules and regulations of the said organization as may be in place from time to time.
- 6.4 The Executive acknowledges and agrees that payments made to him under the provisions under this Agreement shall be received in complete and full settlement of any and all actions, claims, benefits, rights or demands whatsoever, which the Executive has or may have and which may arise at common law or statute (including any claim for termination pay and severance pay under the provisions of the applicable provincial employment legislation) against LHSC, its successors or assigns in any way concerning the termination of employment.

## **7. ILLEGALITY**

- 7.1 The illegality or unenforceability of any term or terms of this Agreement shall not affect the legality or enforceability of any other term or terms and the remainder of the Agreement shall be in full force and effect.

## **8. GOVERNING LAW**

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario. The Courts of the Province of Ontario shall have jurisdiction (but no exclusive jurisdiction) to hear and determine all disputes and claims relating to this Agreement.

## **9. NOTICE**

- 9.1 The parties shall be deemed to have received notice if:
- a. It is delivered to the Executive or to LHSC, as the case may be; or
  - b. It is mailed addressed to that party, in the case of LHSC, or in the case of the Executive at his last residential address known to LHSC, and five (5) days have elapsed thereafter without a substantial and relevant postal disruption.
- 9.2 Any notice so delivered shall be deemed to have been given on the day of such delivery.

**10. ASSIGNMENT**

10.1 This Agreement shall not be assigned by either party without the prior written consent of the other party.

**11. COMPLETE AGREEMENT**

11.1 All terms, covenants, and conditions respecting the Executive's employment with LHSC, in any position or capacity which the Executive may occupy from time to time, are embodied in this Agreement, together with applicable letters specifying changes to the Executive's salary, benefits, position, or conditions of employment and constitute the entire agreement between LHSC and the Executive. All previous negotiations understandings, and agreements, whether verbal or written, are superseded. The parties acknowledge and accept that there are no representations, warranties, terms, conditions, or collateral agreements expressed or implied, between the parties other than as expressly set forth herein.

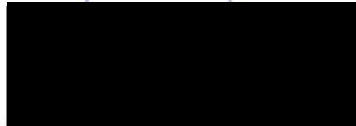
**12. SUCCESSORS AND ASSIGNS**

12.1 This Agreement shall ensure to the benefit of, and be binding upon the parties hereto, their respective permitted heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

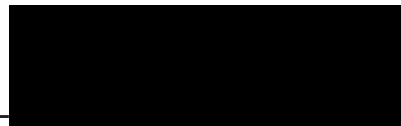
**DATED** this 27<sup>th</sup> day of February 2019.

**EXECUTIVE**



Murray Doucette

**LONDON HEALTH SCIENCES CENTRE**



Susah Nickle

**SIGNED, SEALED, AND DELIVERED** in the presence of:



Name: *Coscar Hanson*



# London Health Sciences Centre

## RELOCATION EXPENSES REIMBURSEMENT AGREEMENT

Between

London Health Sciences Centre (LHSC)  
And  
Murray Doucette

Susan Nickle, Executive Vice President, General Counsel & Chief People Officer, on behalf of LHSC, agrees to reimburse Murray Doucette up to \$25,000 for relocation expenses incurred as a result of his move to London, Ontario from Halifax, Nova Scotia.

Of that \$25,000, \$15,000 may be spent on land transfer tax, real estate fees, legal expenses, and moving expenses. Up to \$10,000 may be spent on temporary accommodation expenses, being rental and/or hotel expenses.

You are required to submit original receipts relating to temporary accommodations within 6 months of commencing employment. Any unused portion of the funds associated with temporary accommodation in addition to the \$15,000 for relocation expenses are available until four (4) months from your start date. Receipts should be directed to Susan Nickle in order to receive payment of expenses as outlined.

I, Murray Doucette, agree to reimburse LHSC for any and all relocation expenses paid to me relating to my move to London, Ontario from Halifax, Nova Scotia. In the event that I voluntarily leave my employment with LHSC or I am terminated with cause within two (2) years of service in the role of Vice President, People & Culture, I am required and I agree to reimburse any and all relocation expenses paid to me by LHSC at my termination date.

Murray Doucette

2019-02-28  
Date

Susan Nickle

2019 04/02  
Date