

The TERM OF THIS AGREEMENT commencing on [REDACTED]

S. 21 (3) d

BETWEEN:

**FOUR COUNTIES HEALTH SERVICES**

(Hereinafter referred to as "Four Counties")

- and -

**STRATHROY MIDDLESEX GENERAL HOSPITAL**

(Hereinafter referred to as "Strathroy")

- and -

**MICHAEL MAZZA**

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**

- (a) Michael Mazza will continue to render full-time professional services to Four Counties and Strathroy in the capacity of CEO of both hospitals.
- (b) Michael Mazza will fulfil the position of CEO [REDACTED] without a requirement that either Strathroy or Four Counties provide to Michael Mazza any additional notice of expiry or payment other than what may be required by legislation. S. 21 (3) d
- (c) In the event that Michael Mazza continues to provide services after the date of expiry of this Agreement, it is deemed that such services are provided on a month-to-month basis pursuant to the terms of this Agreement. Salary, vacation and benefits will be pro-rated accordingly. The expiry date of

the contract as set out above will also be extended month to month.

## **2. DUTIES AND RESPONSIBILITIES**

- (a) Michael Mazza 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 CEO of both Four Counties and Strathroy and all duties set forth in both of the Hospitals' By-laws to the reasonable satisfaction of the MHA Board.
- (b) His duties shall specifically include, but not be limited to, those matters involving the day-to-day administration of both Hospitals as outlined in the job description, attached as Schedule "A". In addition, he shall perform, in the same manner, any duties assigned or delegated to him by the MHA Board.
- (c) In addition Michael Mazza:
  - (i) will arrange and attend all Board and Board Committee meetings and will ensure minutes are taken at such meetings.
  - (ii) will, as required by the MHA Board, represent the MHA Board at public and government functions.
  - (iii) will attend at all district health planning meetings, area 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 Chair of the MHA Board 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 Chair of the MHA Board, undertake any other business or occupation or become a director, officer, executive or agent of any other company, firm or individual.

- (d) Michael Mazza shall have the full authority to manage the operational business of the hospitals (except only the matters and duties as by law must be transacted or performed by the MHA Board) subject always to: the instructions of the MHA Board, the Hospital's By-laws and the *Public Hospitals Act*. The full authority under this Agreement includes the right to enter into contracts, or commitments relating to the operations of the Four Counties and Strathroy, except where such powers are limited by mutual agreement between Four Counties and Strathroy.

### **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 significant 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 Michael Mazza by the Four Counties and Strathroy or any successor entity are materially different from those conditions or employment under this Agreement, Michael Mazza 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 Michael Mazza in accordance with the provisions of Section 9 of this Agreement.

### **4. REMUNERATION**

The fixed remuneration for Michael Mazza for his services shall be at the rate of ONE HUNDRED AND SEVENTY FIVE THOUSAND (\$175,000.00) per year, payable in instalments. Increases in salary will be based on satisfactory performance review.

## **5. PERFORMANCE REVIEW AND SALARY INCREASE**

- (a) The performance of Michael Mazza will be reviewed annually on or about the 1<sup>st</sup> day of September by the MHA Board. If his performance is found to be satisfactory, his annual salary will be reviewed. Michael Mazza acknowledges that it is his obligation to annually ensure that this measure is placed on the Agenda of the MHA Board for consideration.
- (b) The review of Michael Mazza's annual salary by the MHA Board, will take into consideration increases or decreases in the Ontario Hospital Association Report on Survey of Management Positions and Merit.
- (c) Any increase in salary will not be effective unless it is in writing and signed by the MHA Board Chair.

## **6. VACATION**

- (a) Based on date of hire, Michael Mazza shall be entitled to:
  - (i) 5 weeks of compensated annual vacation time;
  - (ii) 6 weeks during the 8<sup>th</sup> to 12<sup>th</sup> anniversary of hire; and
  - (iii) 7 weeks after the 12<sup>th</sup> anniversary of hire.
- (b) The annual vacations of Michael Mazza will be at times mutually agreed upon between him and the Chair of the MHA Board. In deciding on the times for his annual vacation, both Michael Mazza and the Chair of the MHA Board will, at all times, consider the efficient operation of Four Counties and Strathroy.
- (c) Michael Mazza will be allowed to carry forward any unused vacation into the next calendar year and taken at a mutually agreed upon time by Michael Mazza and the Chair of the MHA Board.

## **7. BENEFITS**

- (a) Michael Mazza will continue to participate in the healthcare benefits outlined in the Strathroy Middlesex Hospital Benefits Package. Upon the termination of his employment his healthcare benefits will remain in place until he reaches 65 years of age or

until terminated by the benefit carrier, whichever comes first. Michael Mazza shall pay 50% of the benefit premiums.

- (b) Michael Mazza shall receive 2.286% of his annual salary as a taxable benefit. This shall be used by him for expenses associated with maintaining his employment. This amount shall be paid in equal bi-weekly amounts.
- (c) In the event of a disability resulting in a inability to complete the duties of the CEO position, Michael Mazza will be compensated for the first thirty weeks of illness by the MHA at his then existing rate of compensation.

## **8. MEMBERSHIP FEES**

Strathroy and Four Counties will honour membership fees for professional memberships and organizations or associations as may be chosen by Michael Mazza and Chair of the MHA Board, to a maximum of three such memberships.

## **9. TERMINATION**

- (a) The parties understand and agree that this Agreement and the employment of Michael Mazza may be terminated in the following manner in the specified circumstances:
  - (i) by Michael Mazza, at any time, for any reason, on giving of three months notice or pay in lieu thereof to the Chair of the MHA Board. The MHA Board may waive notice, in whole or in part.
  - (ii) by the MHA Board, in its 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 MHA Board, in its absolute discretion and for any reason on paying to him a lump sum payment of twelve (12) 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 to a maximum of twenty four (24) months. As an alternative to paying this notice, the MHA Board may pay to him a lump sum payment equivalent to the amount that he would have earned during the remainder of this contract.

- (iv) benefits shall not include short term disability payments and those benefits which the insurance companies providing the benefits refuse to extend to Michael Mazza.
- (b) Strathroy and Four Counties will maintain Michael Mazza's benefits for the notice period, set out in paragraph 9(a)(iii) 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) if monies in lieu of notice are paid to Mr. Mazza, there shall be no vacation payable for that time.
- (c) In order for Strathroy and Four Counties to effect a termination of Michael Mazza's employment under either Section 9(a)(ii) or Section 9(a)(iii), there must be a decision to do so by a vote of a majority of the MHA Board. Further, Michael Mazza must be given an opportunity, should he wish, to make representations and to be informed of the reasons for the proposed termination.
- (d) Upon the request of the Board Chair Michael Mazza will provide input into the selection of his successor as CEO. Michael Mazza shall, upon the request of the Board Chair, provide orientation and mentorship to his successor as CEO for up to three months.

## **10. MOVING EXPENSES**

Upon termination according to Section 9(a)(iii) of this Agreement, Strathroy and Four Counties agree to reimburse Michael Mazza 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 Michael Mazza, arising from the termination.

## **11. ACKNOWLEDGEMENT REGARDING CONTRIBUTION**

Four Counties and Strathroy are each responsible for proportionate shares of all costs associated with meeting the monetary obligations as

provided for in this Agreement, Four Counties 30% of cost, and Strathroy 70%. One or the other Hospital may be designated as the paymaster.

## **12. DELIVERY OF NOTICE**

- (a) Any notice to be given to Michael Mazza 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 Chair of the MHA Board at the address last known to Michael Mazza or delivered personally to the Chair of the MHA Board.

## **13. 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*.

## **14. INDEPENDENT LEGAL ADVICE**

In order to facilitate Michael Mazza 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.

## **15. 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.

## **16. 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 Michael Mazza and the Chair of the MHA Board.

**17.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.

**18.BINDING EFFECT OF AGREEMENT**

(c) 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 Michael Mazza, his heirs, estate trustees and assigns.

(d) The rights of Michael Mazza under this Agreement are personal to Michael Mazza and are not assignable or transferable by Michael Mazza in any manner.

**19.GOVERNING LAW**

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

**20.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.

**21.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.

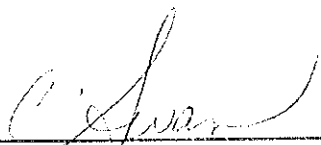
IN WITNESS WHEREOF this Agreement has been executed by the parties

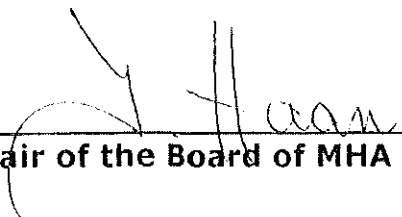



S. 21 (3) d

**THE MIDDLESEX HOSPITAL ALLIANCE**

**Per:**

  
\_\_\_\_\_  
**WITNESS**

  
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**Chair of the Board of MHA**

  
\_\_\_\_\_  
**WITNESS**

  
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**MICHAEL MAZZA**