

The ADDENDUM shall be effective of 01 November 2016 and is an Addendum to the Executive Employment Contract which was effective 01 January 2012

BETWEEN:

**KINGSTON GENERAL HOSPITAL (the Employer)**  
(Herein referred to as the "Hospital")  
-and-  
**ROGER DEELEY (the Employee)**  
(Vice President, Health Sciences Research, herein referred to as the "VP-RVP")

Section 4.1 of the Executive Employment contract shall be modified as follows with the text in bold italics and the text containing a strikethrough deleted:

Section 4.1 The parties acknowledge and agree that the VPHSR commenced employment with the Hospital on 01 January, 2012, and that the term of his employment automatically expires on 31 December, ~~2016~~ **2017** (the "Termination Date") unless changed pursuant to sections 4.5, 4.6, 4.7 or 4.8 of the within agreement.

The original Executive Employment Contract is attached is made a part of this document.

IN WITNESS WHEREOF the parties hereto have cause this agreement to be executed:

KINGSTON GENERAL HOSPITAL (The Employer)

Per:   
Jim Flett, Interim President and CEO

I have read, understand and accept the terms and conditions of this Addendum to be effective 01 November 2016.

SIGNED, SEALED AND DELIVERED in the Presence of:

Witness:  Print:   


Roger Deeley (The Employee)

Signature:  Date: 

**This agreement is made effective the 01 of January, 2012**

**B E T W E E N:**

**KINGSTON GENERAL HOSPITAL**  
(Herein referred to as the "Hospital")

-and-

**Roger Deeley**  
(Vice President of Health Sciences Research, herein referred to as the "VPHSR")

WHEREAS the Hospital is a corporation without share capital duly incorporated under the laws of the Province of Ontario, having its head office, in the City of Kingston, in the Province of Ontario;

WHEREAS the parties hereto have agreed that the employment of the VPHSR will be based upon the terms and conditions set out in this Agreement;

WHEREAS the parties to the within agreement are committed to protecting the interests of taxpayers and strengthening the accountability of the Hospital as an organization in receipt of public funds;

WHEREAS the parties are aware and adhere to the requirements under the Broader Public Sector Accountability Act, 2010 and in particular to ensure that public funds are used prudently and responsibly;

WHEREAS parties are aware and adhere to the requirements under the Excellent Care for All Act, 2010 and in particular to ensure that an annual quality improvement plan is established and that a portion of the executive pay is linked to the plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements hereinafter contained, and for other good and valuable consideration the sufficiency of which is hereby acknowledged by the parties hereto, it is agreed by and between the parties as follows:

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Roger Deeley, Vice President, Health Sciences Research  
Kingston General Hospital

### Position and Duties

- 1.1 The VPHSR will be employed in the position of Vice President, Health Sciences Research (VPHSR) and shall provide the services as set forth in the job description setting out the duties of the VPHSR.
- 1.2 The VPHSR acknowledges that the VPHSR's duties may be unilaterally revised by the Chief Executive Officer (CEO), from time to time.
- 1.3 The VPHSR will abide by the Hospital's mission, guiding principles, policies, practices, procedures, rules and regulations, applicable statutes and regulations, guidelines and directions from the CEO, as may be amended from time to time.

### Professional Responsibilities

- 2.1 The VPHSR is accountable to the CEO for all contractual and employment obligations. The performance of these obligations will be reviewed by the CEO on an annual basis, in accordance with hospital policies.
- 2.2 The VPHSR will devote 0.5 of a full-time equivalent of his working time and attention to the business and affairs of the Hospital.
- 2.3 The parties agree that the VPHSR will also be employed by Queen's University on a 0.5 of a full-time equivalent basis and during that time will devote his working time and attention to the business and affairs of Queen's University.
- 2.4 The VPHSR agrees to avoid any other external commitments that may interfere with his obligations to the Hospital or that constitute a potential, perceived or real conflict of interest, in accordance with Hospital policy.

### Representations and Warranties

- 3.1 The VPHSR warrants that he will and can carry out all contractual obligations pursuant to this Agreement and his employment in a diligent fashion and with a high degree of professional competence.
- 3.2 All representations, warranties, covenants and limitations of liability in this contract shall continue in force after the termination of this contract.

### Term of the Agreement

- 4.1 The parties acknowledge and agree that the VPHSR commenced employment with the Hospital on 01 January, 2012, and that the term of his employment automatically expires on 31 December, 2016 (the "Termination Date") unless changed pursuant to s. 4.2 or terminated pursuant to sections 4.5, 4.6, 4.7 or 4.8 of the within Agreement.



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- 4.2 The Termination Date may be changed by mutual written agreement of the parties, not later than the last six (6) months of the automatic expiry of this Agreement.
- 4.3 If the parties have not agreed in writing to an extension within six (6) months prior to the termination date, they are each entitled to consider that this Agreement will end on the Termination Date and act accordingly.
- 4.4 Nothing in sections 4.2 or 4.3 precludes or restricts either party from using its respective termination rights as described herein. That is, either party is free to rely upon the termination provisions of this agreement at any time prior to the Termination Date or any extension period.
- 4.5 The Hospital may terminate the VPHSR's employment for cause, without notice or pay in lieu of notice.
- 4.6 The Hospital may terminate this Agreement and the VPHSR's employment at any time in the absence of cause, by providing twelve (12) months' notice, pay-in-lieu of notice or any combination thereof totaling twelve (12) months. The notice or pay-in-lieu of notice shall be in full and final satisfaction of all amounts owed by the Hospital to the VPHSR. It is agreed that any pay-in-lieu of notice shall be limited to the annual salary and performance pay percentage in effect at the date upon which the notice of termination is given by the Hospital to the VPHSR.
- 4.7 The VPHSR shall provide no less than three (3) months' written notice to the CEO of his intent to terminate this agreement either through resignation, retirement or other departure from employment.
- 4.8 The notice of termination of this Agreement by the Hospital pursuant to the terms of this Agreement shall be given in writing by personal delivery or by ordinary prepaid mail addressed as follows:

To the VPHSR: Roger Deeley  


Remuneration, Vacation and Benefits

- 5.1 The VPHSR shall receive the following annual salary based on 18.75 hours per week, and performance pay, less applicable deductions:

Effective	Annual Salary
Date of hire	\$142,775 minus 10% held for Pay for Performance

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- 5.3 The Annual Performance Pay is contingent on the CEO's assessment and evaluation of the VPHSR's performance and whether the performance agreement as established in article 5.5, have been successfully met is the CEO's sole discretion. This assessment and evaluation shall be conducted consistent with any applicable policy or procedure which may be established or amended from time to time.
- 5.4 The hospital will review the base salary of the VPHSR in April in each year. This will be conducted and adjustments made consistent with applicable policies or legislation. Review of total compensation, including performance pay, will be conducted for adjustment effective April 1, 2012 and thereafter every three years and in accordance with applicable policy or legislation.
- 5.5 The CEO and the VPHSR shall jointly develop an annual performance agreement which includes goals, milestones and targets for the fiscal year by which the VPHSR will be measured when evaluated. Performance pay is allocated according to policy and the actual results achieved against pre-established targets, at the end of the fiscal year once all the year-end financial, clinical and business performance data is available.
- 5.6 The Hospital shall provide the VPHSR 10% of salary in lieu of annual paid vacation. Hospital days off shall be taken as unpaid leave and scheduled as agreed to by the CEO and VPHSR. For further clarity, hours not worked of the normal 18.75 hours per week, will be unpaid.
- 5.7 The Hospital shall provide the VPHSR with a taxable car allowance of \$350.00 per month, less applicable deductions. All expenses concerning the ownership, operation and maintenance of the vehicle, whether leased or owned, will be the responsibility of the VPHSR.
- 5.10 The Hospital shall reimburse the VPHSR for kilometers driven outside of the Kingston regional area while actively carrying out his job duties, pursuant to the Hospital's travel policy and at the applicable per kilometer rate established by the Hospital from time to time.
- 5.11 The Hospital and Employee shall pay the applicable premium cost of the benefits as outlined in the attached Schedule "A". Participation in these benefits will be subject to the terms of the applicable benefit plan or policy in effect from time to time. The VPHSR will receive 9% in lieu of benefits, including short term disability (sick time) and is eligible to participate in the Healthcare of Ontario Pension Plan (HOOPP) pursuant to the Hospital's program for part-time non-union employees. For further clarity, sick days will be unpaid. Furthermore, based upon the VPHSR's current age, the VPHSR is not eligible for long term disability coverage. The Hospital may change these benefits and benefit terms from time to time, in which case the Hospital will advise the VPHSR of the change(s). The VPHSR will be subject to the general conditions and limitations in any benefit plan or program and may be changed without notice. For insured benefits, the Hospital is only required to pay their portion of the premiums and have no further obligations. Termination of benefits will be in accordance with the Termination provisions of this Agreement.



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### Hospital's Property

- 6.1 The VPHSR acknowledges that all items of any and every nature or kind created or used by the VPHSR pursuant to the VPHSR's engagement under this Agreement or furnished by the Hospital to the VPHSR, and all equipment, books, records, reports, files, manuals, literature, confidential information or other materials shall remain and be considered the exclusive property of the Hospital at all times and shall be surrendered to the Hospital in good condition, promptly on the date he ceases for any reason to be an employee of the Hospital irrespective of the time, manner or cause of the release from employment.
- 6.2 Without limiting the generality of the foregoing, the VPHSR further covenants and agrees with the Hospital that all documents, including, without limitation, instructions, drawings, notes, memoranda, drawings, blueprints, manuals, letters, notes, notebooks, reports, sketches, formula, records, files, computer programs, data, inventions, patents and other property relating to the Hospital made or conceived by him during the term hereof of which may come into his possession during hereof in his capacity as a employee hereunder are the sole and exclusive property of the Hospital and will not without the prior written consent of the Hospital be removed from the offices of the Hospital (except to the extent necessary in carrying out the VPHSR's duties hereunder) and shall, in any event, be returned to the Hospital upon the VPHSR ceasing for any reason to be an employee of the Hospital.

### Conflict of Interest

- 7.1 It is understood and agreed that a conflict of interest or the perception of one does not necessarily involve monetary gain, but may arise in a variety of ways. The VPHSR shall be responsible for recognizing and avoiding all circumstances that may give rise to actual or perceived conflict of interest situations. The parties agree that in addition to the VPHSR being responsible for recognizing and avoiding all circumstances that may give rise to actual or perceived conflict of interest situations; he shall disclose any such actual or perceived conflicts of interest to the CEO at the earliest possible opportunity upon discovering same.
- 7.2 The VPHSR shall not, during the term of the Contract, under any circumstances, either directly or indirectly, engage in any other occupation, business or entity, nor have any interest in same, without the prior written consent of the CEO in accordance with Hospital policy for such matters.

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### Confidentiality

- 8.1 The VPHSR acknowledges that he is in a fiduciary relationship and position of trust with the Hospital. In the performance of this Agreement, confidential information relating to the Hospital, its patients and the services it provides may be disclosed or become known to the VPHSR. The VPHSR acknowledges that the disclosure of confidential information other than as necessary in the fulfillment of the VPHSR's employment duties on behalf of the Hospital, or compliance with any applicable statute or regulation or as compelled by a court of law or other judicial or administrative body, would be detrimental to the legitimate interests of the Hospital. The VPHSR undertakes and agrees that no such confidential information shall be divulged in any form, nor used directly or indirectly for the VPHSR's own purposes or for the purposes of any person, corporation, firm, association or thing other than the Hospital, without the Hospital's prior consent, except as may be necessary in the proper discharge of her responsibilities under this Agreement.

### Assignment of the Agreement

- 9.1 Neither party may assign this Agreement without the express written consent of the other party.

### Severability

- 10.1 The Hospital and the VPHSR agree that if any of the provisions or a part of a provision of this Agreement are deemed illegal and unenforceable, such provisions shall be considered separate and severable from this Agreement, and the remaining provisions or part of a provision of the Agreement shall continue in force, and be binding upon the parties as though such provision or part of a provision had never been included.

### Entire Agreement

- 11.1 This agreement constitutes the entire agreement between the VPHSR and the Hospital concerning the VPHSR's employment relationship with the Hospital. It supersedes any and all other agreements or contracts, whether verbal or written, between the parties. The VPHSR further acknowledges that there are no other agreements, understandings, representations, promises or warranties, either collateral, oral or otherwise made to him apart from the obligations of the Hospital expressly set out in this Agreement.



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#### Legal Authority

12.1 The Hospital represents and warrants that:

- (a) it has the authority to enter into this Agreement;
- (b) all necessary steps have been taken by the Hospital to properly authorize the execution and performance of the terms of this Agreement; and
- (c) when this Agreement has been executed by the parties signing below, this Agreement shall be a legal, valid and binding Agreement, enforceable against the Hospital in accordance with the terms.

#### General

- 13.1 This agreement will be reviewed on an annual basis to identify revisions required as part of legislative or other changes and any agreement will have to be agreed to by both parties.
- 13.2 This agreement may be amended at any time by mutual agreement of the parties in writing.
- 13.3 Any disputes as to the validity, interpretation, performance of this Agreement shall be determined in accordance with the law and by the Courts of the Province of Ontario.

#### Independent Legal Advice

- 14.1 The VPHSR acknowledges and agrees that this Agreement was negotiated freely and voluntarily and that the opportunity to seek independent legal advice was offered by the Hospital with respect to this Agreement and its terms, prior to executing same.



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IN WITNESS WHEREOF the parties hereto have cause this agreement to be executed:

KINGSTON GENERAL HOSPITAL



Per:

Leslee J. Thompson, President & CEO

I have read, understand and accept the terms and conditions of this Agreement dated this 12 day of January, 2012.

SIGNED, SEALED AND DELIVERED in the Presence of:



)  
)  
) Roger Deeley

RHONDA ABSON

Name of Witness

**KGHI** Kingston General Hospital  
 Outstanding care. Always.  
 Executive Benefits  
 Vice President of Health Sciences Research  
 Administration

SCHEDULE A -  
 EMPLOYMENT AGREEMENT

BENEFIT	EFFECTIVE DATE	COST (FUNDING OF BENEFIT)	PARTICIPATION	COMMENTS
WORKERS SAFETY & INSURANCE (WSIB)	Immediate.	Employer pays 100% of premiums to the Board.	All employees according to WSIB regulations and policies.	If approved by WSIB for benefits, employee will receive 85% of regular average earnings (net of statutory deductions - Tax, CPP, EI) (up to WSIB maximum).
CANADA PENSION PLAN (CPP)	Immediate.	Employee pays percentage of annual earnings. Employer matches this.	All employees.	This is a federal pension plan. Available at age 65 (may apply for reduced pension at age 60). Disability pension available.
EMPLOYMENT INSURANCE (EI)	As specified in EI guidelines and policies.	Employee pays percentage of basic pay. Employer pays percentage based on employee's basic pay.	All employees.	Provides income protection for layoff and illness. Also provides maternity and parental benefits.
HEALTHCARE OF ONTARIO PENSION PLAN (HOOPP)	Immediate	Employee pays 6.9% of earnings which are less than, or equal to, current CPP ceiling; 9.2% of earnings in excess of above. Employer contributes an amount determined by the HOOPP Administrative Board	Compulsory for full-time employees. All other employees may join if they meet the eligibility requirements.	Currently pension is vested after two years. Effective July 1, 2012, HOOPP members will be vested immediately (pending confirmation).
BENEFITS	Immediate	Employer pays 10% of vacation in lieu Employer pay 9% in lieu of benefits if participating in HOOPP	Part-time employees	