



980 Oliver Road  
Thunder Bay, Ontario  
Canada P7B 6V4

Telephone  
(807) 684-6000

Website  
www.tbrhsc.net

June 17, 2010

Ms. Andrée Robichaud

Dear Andrée:

We are pleased to confirm our offer of employment as **President and Chief Executive Officer**, Thunder Bay Regional Health Sciences Centre subject to ratification by the Board of Directors.

Enclosed is further information regarding the Executive Benefits Plans and the proposed Contract of Employment. We will waive the waiting period for benefits, and they will be effective as at the first of day of work. Terms and conditions of employment are contained within the draft contract. The current Salary Range for this position is \$354,000 to \$417,000. Your starting salary will be \$390,000. Progression within the range is subject to an annual performance appraisal by the Board of Directors.

TBRHSC will pay reasonable moving expenses associated with your move to Thunder Bay. The Moving costs will be reimbursed with receipts to a cap of \$60,000. The reasonable costs include all expenses related to the actual move excluding the two house hunting trips to Thunder Bay for you and your spouse. Relocation also includes up to two months temporary accommodation in Thunder Bay if this is necessary.

Reasonable moving costs include; all house related costs, air transportation for the family during the move, three nights hotel accommodation for the family and related expenses during the move, car rental around the time of the move (if necessary), one real estate fee and the land transfer tax.

If you voluntarily leave your position at TBRHSC within three years of your start date, you agree to reimburse these relocation expenses.

This offer is open until end of business June 18, 2010 and is conditional on the satisfactory completion of references and background check. You will be notified in writing when the conditions have been met.

Please call me if you would like to discuss the terms and conditions or if you have any questions.

Yours truly,

Ron Nelson  
Chair, CEO Executive Search Committee  
807-476-5373 (cell)

ENCL.

I agree to the terms and conditions contained in this offer letter and agree to reimburse the Hospital relocation expenses if I voluntarily leave within three years of my start date.

Andrée Robichaud

Witness

18 June, 2010  
Date



This Agreement made on June 18<sup>th</sup>, 2010  
BETWEEN:

**Thunder Bay Regional Health Sciences Centre**  
(the "Employer")

- and -

**Andrée Robichaud**  
(the "Executive")

**IT IS AGREED THAT:**

**1. RESPONSIBILITIES**

- (a) The Executive shall render full-time services to the Employer in the position of President and Chief Executive Officer. The Executive shall not, without the consent in writing of the Chair of the Board, undertake any other business or occupation or become a director, officer, or agent of any other organization.
- (b) The Executive shall perform, to the best of her ability the responsibilities of this position as set out in any job description, policies, procedures, rules, and regulations, and as directed by the Board.
- (c) Subject to the provisions of this agreement the Employer agrees not to substantially alter the responsibilities of the position if that results in a demotion of the Executive without the written consent of the Executive.

**2. TERM**

The appointment and the Executive's employment with the Employer shall commence on Oct 1 2010, and shall continue to 30 sept. 2015 unless agreed otherwise in writing, or is terminated in advance in accordance with this agreement.

**3. SALARY**

The Employer shall annually review the Executive's salary, benefits, vacation accumulation, performance, and working conditions taking into account her submissions in accordance with Board Policy BD-05 "CEO Performance Appraisal and Compensation" as amended from time to time. An increase to salary or benefits will not be effective unless it is in writing and signed by the Chair of the Board of the Employer.

4. **BENEFITS AND RELATED POLICIES**

(a) Reimbursement of Expenses

The Employer will reimburse the Executive for any reasonable expenses in connection with the duties under this agreement provided that the Executive gives the Employer an itemized written account and receipts acceptable to the Employer. Accounts shall be approved in writing by the Chair of the Board. The Executive will not be reimbursed for any single item in excess of Five Thousand Dollars (\$5,000) unless approved in advance, in writing by the Chair of the Board.

(b) Benefit Plans

The Executive shall participate in the benefit plans as provided by the Employer according to the policies that are in place for Management employees. Any additional benefit given to senior staff of the Employer in general shall be given to the Executive, unless the Executive already has a similar benefit pursuant to this agreement.

(c) Vacation

The Executive is entitled to five weeks' vacation per year and will provide to the Executive Committee her vacation plans for the year no later than May of each year. Vacation time may not be longer than three weeks in duration, unless otherwise agreed to, in writing by the Chair of the Board.

(d) Professional Dues and Memberships

The Employer will pay membership fees for professional memberships such as CCHSE and other organizations as may be chosen by the Executive, to a maximum of three (3) such memberships and a maximum of Four Thousand Dollars (\$4000) per year for Seminars and Conferences.

The Executive shall be permitted to be absent during working days to attend educational and professional opportunities as agreed with the Chair of the Board. The Employer will reimburse the expenses for this in accordance with this agreement.

(e) The Employer will pay to the Executive an annual car allowance of Eleven Thousand Four Hundred Dollars (\$11,400.00) payable at Nine Hundred and Fifty Dollars (\$950.00) per month on the first of each month. This annual car allowance will be subject to annual review at the time of the Executive's salary review. For use of the Executive's automobile outside a radius of one hundred (100) kilometres from the Hospital, the Employer

will reimburse the Executive at the per kilometre rate in effect at the Hospital at the time of the travel.

5. **AUTHORITY**

The Executive shall have, subject to the instructions of the Employer as communicated through the Chair of the Board, and in accordance with the Employer's terms, policies, rules and procedures, authority to manage those areas covered by the duties of the Executive, including authority to enter into contracts or commitments on behalf of the Employer and to employ and to dismiss all other employees and agents of the Employer.

6. **CONFIDENTIALITY**

The Executive shall not disclose, during or after the time of this agreement, any information concerning the business affairs of the Employer, which the Executive may have acquired in the course of the relationship with the Employer. The exception to this is the disclosure of information necessary to conduct the business of the Employer pursuant to the terms of this agreement.

7. **SUCCESSION PLANNING**

(a) The Executive will work with the Chair of the Board to develop a succession plan that will have as its goal the development of internal candidates as potential successors to the Executive. Any succession plan will require the approval of the Board.

8. **TERMINATION OF EMPLOYMENT**

(a) At least six (6) months prior to the expiration of this agreement the parties shall meet to discuss renewal of the agreement. In the event the employer chooses not to renew the agreement, the executive will be paid six (6) months pay or pay in lieu of notice and such pay shall be deemed to be inclusive of the entitlement under the Employment Standards Act.

(b) This agreement, and the Executive's employment, may be terminated prior to the Termination Date as set out in paragraph 2, in the following manner:

(i) By the Executive, at any time, for any reason upon giving four (4) months' written notice to the Employer. The Employer may waive such notice, in whole or in part.

(ii) By the Employer, in its absolute discretion, without any notice or payment if there is cause for the termination.

WB  
AGM

- (iii) By the Employer, for any reason, on giving the Executive notice or pay in lieu of notice for the lesser of 12 months' or the time remaining before the Termination Date (subject to 8.(a)). During the notice period:
  - (A) benefits will be maintained , except for sick leave or disability benefits which will only be maintained for the Employment Standards Act notice period. Life insurance will be maintained for a maximum of twelve 12 months from last day worked.
  - (B) if pay in lieu of notice is paid to the Executive, vacation pay accrued and outstanding as of the date of that payment will be paid out; and
  - (C) the Executive shall not be entitled to any further entitlements including pay, pay in lieu of notice or severance pay whether pursuant to the *Employment Standards Act* or otherwise.
- (iv) Giving notice or the payment of any amount by the Employer to the Executive on termination of the Executive's employment shall not preclude or prejudice the Employer from alleging cause for the termination.
- (v) In the event that the Executive is given all or part of the notice as working notice opposed to being paid for it, the Executive shall be paid at least the remaining minimum amount that is due under the applicable legislation for notice and severance, if applicable. If working notice is given, the Executive will be permitted reasonable time off from his duties to search for another job.

9. NOTICES

- (a) Any notice to be given to the Executive shall be delivered to the Executive personally or by registered mail to the Executive's address last known to the Employer.
- (b) Any notice to be given to the Employer from the Executive shall be mailed by registered mail to the Employer or delivered personally to the Chair of the Board.

RAB  
CSPK

10. **SEVERABILITY**

In the event that any provision or part of this agreement shall be deemed invalid by the court, the remaining provisions shall remain in effect.

11. **ENTIRE AGREEMENT**

This contract constitutes the entire agreement between the parties and any previous agreements, written or oral, expressed or implied, relating to the employment and appointment of the Executive by the Employer are hereby terminated.

12. **AMENDMENT AND AGREEMENT**

Any modification to this agreement must be in writing and signed by the parties or it shall have no effect.

13. **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 this agreement.

14. **GOVERNING LAW**

This agreement shall be construed in accordance with the laws of the Province of Ontario.

15. **INDEPENDENT LEGAL ADVICE**

Each party has had the opportunity of obtaining independent legal advice and has read and understood the terms of this contract and freely agrees to the terms set out herein.

16. **ARBITRATION**

Any dispute between the Employer and the Executive concerning this agreement may be referred to a single arbitrator in accordance with the *Arbitration Act*. However, the arbitrator shall not have the power to order reinstatement of the Executive or the power to alter, in any way, the terms of this agreement.

RB  
ASK

17. **BENEFITS ENURED**

This agreement shall enure to the benefit of and be binding upon the Employer, its successors and assigns, including, without limitation, any corporation into which the Employer may be merged or by which it may be acquired, and shall enure to the benefit of and be binding upon the Executive, his heirs, administrators, and executors.

SIGNED in the presence of:

Renee Laakes  
Witness

Anique Brunelli  
Employer  
Per

[Signature]  
Witness

[Signature]  
Executive

AB  
[Signature]



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April 11, 2011

Andrée Robichaud  
President & CEO  
Thunder Bay Regional Health Sciences Centre

Dear Andrée,

**Re: Quality Improvement Plan – Executive Compensation**

As you know, under the provisions of Bill 46 we have posted a Quality Improvement Plan. This plan requires, in part, that some of the objectives are tied to 'at risk pay'. For fiscal 2011/12 that will represent 2% of your salary.

The following Quality Indicators will be linked to compensation:

1. Safety - Hand Hygiene
2. Patient Centred Care - Overall Patient Satisfaction
3. Effectiveness – Average Length of Stay
4. Effectiveness – Margin

In 2012, the Board will assess your achievements against the quality indicators listed above and on other competency factors. Up to 2% may be paid to you retroactively to April 1, 2011 as a result of that assessment. That amount would go into your base salary.

The resulting amount will be offered, as required by Bill 46. I understand you may choose not to accept the payment, but we are obliged to offer it based on performance.

I am confident we will work effectively as a team to achieve great results.

Sincerely,

A handwritten signature in cursive script that reads "Angèle Brunelle".

Angèle Brunelle  
Chair, Board of Directors  
Thunder Bay Regional Health Sciences Centre

c. Human Resources personnel file



Thunder Bay Regional  
Health Sciences  
Foundation