

EMPLOYMENT AGREEMENT

This Agreement is made effective as of the 24th day of May, 2021, and amended April 1, 2023

BETWEEN

HOTEL-DIEU GRACE HEALTHCARE
(herein called the "Employer")

OF THE FIRST PART

-and-

JANICE DAWSON
(herein called the "Employee")

OF THE SECOND PART

WHEREAS the Employer wishes to employ the Employee and the Employee wishes to be employed by the Employer in the capacity and upon the terms set forth in this Agreement;

THEREFORE IN CONSIDERATION of the respective promises and covenants contained herein the parties agree as follows:

1. EMPLOYMENT AND TITLE

- (a) Subject to the terms and conditions set out in this Agreement, the Employer agrees to employ the Employee as its Vice President-Restorative Care Program and Chief Nursing Executive, and the Employee agrees to work for the Employer in such capacity and to perform such duties and exercise such powers as are commensurate with that position and/or as may be prescribed or specified from time to time by the Employer's President and Chief Executive Officer (the "CEO").
- (b) During the term of this Agreement, the Employee shall faithfully perform the assigned duties and apply her best efforts to promote the interests of the Employer.
- (c) The Employee shall take direction from, and be directly accountable to, the CEO.
- (d) The CEO may designate another representative of the Employer to discharge any of her responsibilities herein.

2. EXCLUSIVE SERVICE

The Employee shall devote the whole of her working time and attention to the business and affairs of the Employer and to her responsibilities and shall not, without the written consent of the Employer, engage either directly or indirectly in any other business or occupation of a permanent, temporary or part time nature.

3. NON-DISCLOSURE

The Employee shall not (either during the continuance of her employment or any time hereafter) disclose any information relating to the private or confidential affairs of the Employer or any patients, to any person other than for the purpose of the Employer or as required by law.

4. TERM OF EMPLOYMENT

This Agreement will commence on May 24, 2021, and shall continue subject to termination pursuant to Sections 10 and 11 of this Agreement.

5. PERFORMANCE REVIEWS

The CEO shall conduct a performance review after six (6) months of the Employee being in her role, and thereafter performance reviews shall be on a biennial basis. The Employee's performance will be measured in relation to performance expectations prepared by the CEO. The review process will also establish individual performance expectations for the Employee as identified by the CEO. The performance expectations for the first six (6) months of this Agreement will be established within one (1) month of the commencement of this Agreement.

6. COMPENSATION

- (a) The Employer shall pay to the Employee a base salary in the amount of \$211,000.00 (less applicable deductions), which shall be paid in accordance with the Employer's usual payroll practices.
- (b) The Employee shall be entitled to participate in the pay-for-performance and other provisions contained in the Employer's Executive Compensation Policy and Framework (the "Framework"), which shall be pro-rated for the first year of employment. The Employer reserves the right to amend or revoke the Framework at any time.
- (c) The Employee's compensation will be reviewed in the biennial performance review process referred to in Section 5 herein. Future compensation increases effective as of the end of the year of the evaluation, will be based on the performance review and will

be assessed by the Employer in conjunction with the dictates (if any) of applicable legislation and the Employer's compensation policies and practices at that time.

- (d) The parties agree that if in future legislation/regulation mandates that the Employee's base salary or other compensation be reduced or altered in any way, the Employee's base salary or other compensation may be reduced or altered as required in order to comply with applicable legislation/regulation.

7. BENEFITS

- (a) During the term of this Agreement the Employee will, subject to her meeting insurability and other applicable requirements, be entitled to participate in the benefit plans made available by the Employer to its Senior Leadership Team. The Employer will waive the usual enrollment waiting periods for the Employee, provided that the carrier will agree. The Employee agrees that the Employer may amend or discontinue any of its benefits from time to time in its discretion.
- (b) In particular, the Employee shall be entitled to participate in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the terms and conditions of such Plan, as amended from time to time.
- (c) The auditors will determine the amount, if any, to be shown on the Employee's T4 in respect of employment benefits received under this Agreement.

8. VACATION

- (a) Vacation entitlement is governed by the Employer's flexible Vacation Policy. As such, the Employee shall have no specific vacation entitlement. The Employer reserves the right to revise its vacation policy from time to time. If the Employer changes its flexible Vacation Policy in future to provide for a defined vacation allocation, the Employee shall receive no less vacation entitlement than other employees at her level.
- (b) The Employee will be entitled to such paid holidays (statutory holidays and floating holidays or personal paid days) as are allowable under the Employer's policies.
- (c) The Employee agrees to submit requests for vacation leave exceeding one week in duration at least four weeks in advance. Vacation leave will not conflict with the Employee's work responsibilities.

9. EXPENSES

- (a) The Employee shall be reimbursed for all reasonable traveling (other than for day-to-day commuting) and other out-of-pocket expenses actually and properly incurred in connection with her employment. For all such expenses, the Employee shall furnish to

the Employer statements, receipts and vouchers as and when required by the Employer and in compliance with the Employer's policy.

- (b) The Employer shall make available a laptop computer and portable electronic communication device to assist the Employee in discharging the Employee's duties.

10. NOTICE OF TERMINATION BY THE EMPLOYEE

The Employee may resign from her employment at any time provided the Employee gives the Employer four (4) months' notice thereof in writing. The Employer may waive notice in whole or in part but shall be required to continue providing the Employee both her base salary and benefits for that portion of the four (4) months that is waived. If any benefit cannot be continued due to restrictions imposed by the policy and/or the insurer, that benefit shall be continued only for the minimum notice period required by the *Employment Standards Act, 2000*, and no payment in lieu of such benefit will be provided.

11. TERMINATION OF EMPLOYMENT BY EMPLOYER

- (a) The Employer may terminate this Agreement at any time for Cause without payment of any compensation either by way of anticipated earnings or damages of any kind, save and except for any remuneration earned up to the date of such termination, and any other minimum entitlements required by the *Employment Standards Act, 2000*. Cause, for the purposes of this Agreement, shall include the following:
 - (i) any material breach of the provisions of this Agreement;
 - (ii) any gross neglect of duty;
 - (iii) any willful act of dishonesty or willful neglect in performance of duties;
 - (iv) disregarding or disobeying any reasonable direction of the Employer or any resolution of the Board;
 - (v) any conviction of the Employee of any indictable offence under the *Criminal Code* of Canada;
 - (vi) failure of the Employee to have disclosed or to disclose to the Employer, at time of entering into the Agreement or hereafter, any material fact about herself which the Employee knew or ought to have known would tend to bring herself or the Employer into disrepute; or
 - (vii) any other act or omission of the Employee that constitutes just cause at law.

Failure by the Employer to rely on the provisions of this paragraph in any given instance or instances shall not constitute a precedent or be deemed a waiver.

- (b) The Employer may terminate this Agreement at any time without Cause. In the first three (3) years of the Employee's employment, on a termination without Cause, the Employer shall provide the Employee with a lump sum payment equal to three (3) months of the Employee's base salary (less any applicable deductions) as termination pay in lieu of notice, and shall continue all of the Employee's benefits for three (3) months. Notwithstanding the foregoing, if any benefit cannot be continued for the full three (3) months due to restrictions imposed by the policy and/or the insurer, that benefit shall be continued only for the minimum notice period required by the *Employment Standards Act, 2000*, and no payment in lieu of such benefit will be provided. The provisions contained in this paragraph are inclusive of all of the Employee's entitlements in respect of termination/severance of employment, including those at common law, by contract and pursuant to the *Employment Standards Act, 2000*, and the parties explicitly agree that the provisions hereof are a greater right or benefit over the Employee's termination entitlements under the *Employment Standards Act, 2000*. The parties agree that upon termination of this Agreement by the Employer without Cause within the first three (3) years of the Employee's employment (including in the event of a constructive dismissal), this paragraph establishes the sole entitlements of the Employee in respect of her termination entitlements, and the Employee shall have no further action, cause of action, claim or demand against the Employer for notice or pay in lieu of notice.
- (c) This Agreement shall end without notice upon the death of the Employee, in which case the sole liability of the Employer shall be to provide all minimum entitlements required by the *Employment Standards Act, 2000*.
- (d) The parties confirm that the provisions contained in this Section 11 are fair and reasonable.

12. EMPLOYER'S PROPERTY

The Employee acknowledges that all items of any and every nature or kind created or used by the Employee pursuant to the Employee's employment under this Agreement, or furnished by the Employer to the Employee, and all equipment, credit cards, books, records, reports, files, CDs, portable drives, manuals, literature, confidential information or other materials shall be considered and remain the exclusive property of the Employer at all times and shall be surrendered to the Employer upon the request of the Employer, or in the absence of a request, on the cessation, termination or ending of the Employee's employment with the Employer. After returning all records to the Employer, the Employee shall irretrievably delete all such records from any devices that remain under the Employee's power, possession or control.

13. NON-SOLICITATION

The Employee shall not, while employed or for a period of one (1) year immediately following the cessation of the Employee's employment (regardless of the reason for the end of employment), directly or indirectly solicit, hire, retain or attempt to solicit, hire or retain, the services of any employee of the Employer for any reason that may conflict with, replace or interfere with the contract between the Employer and such employee, nor take any steps or make an approach, either directly or indirectly, to any employee of the Employer that is calculated to or could reasonably be expected to cause such employee to cease or reduce his or her contractual relationship with or obligations to the Employer.

14. NOTICES

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

To the Employee:

Janice Dawson


To the Employer:

President and Chief Executive Officer
1453 Prince Rd.
Windsor, ON
N9C 3Z4

or to such other addresses or individual as may be designated by notice by either party to the other.

Any communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof (except if given after 5:00pm, in which case it shall be deemed to have been given on the following day excluding Saturdays, Sundays or statutory holidays in Ontario), and, if made or given by registered mail, on the second day, excluding Saturdays, Sundays or statutory holidays in Ontario, following a deposit thereof in the mail. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery.

15. GOVERNING LAW

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of Ontario.

16. EXEMPT AND SAVE HARMLESS

The Employer will exempt and save the Employee harmless from any liability or action arising within the scope and course of her employment in the performance of her duties for the Employer, provided that the Employee was acting in good faith and in the best interests of the Employer and in the reasonable belief that such action was lawful. The Employer will assume all costs, legal fees and expenses arising from the defence of such actions.

17. ENTIRE AGREEMENT

This Agreement constitutes and expresses the whole agreement of the parties with respect to the employment of the Employee and supersedes all prior arrangements and understandings between them. The parties acknowledge and agree that there are no written or oral agreements, understandings or representations respecting the Employee's employment other than as contained herein or as contained in the Employer's general policies and procedures. Any modification to this Agreement must be in writing and signed by the parties (except any increases in compensation or changes to the Employer's general policies from time to time, which may be made on written notice to the Employee by the Employer) or it shall have no effect and shall be void.

18. SEVERABILITY

Should any provision of this Agreement become invalid, illegal or not enforceable it shall be considered separate and severable from the Agreement and the remaining provisions shall remain in force and binding upon the parties as though such provisions had not been included.

19. ENUREMENT

The Employee may not assign, pledge or encumber the Employee's interest in this Agreement nor assign any of the rights or duties of the Employee under this Agreement without prior written consent of the Employer. This Agreement shall be binding on and enure to the benefit of the successors and assigns of the Employer and the heirs, executors, personal legal representatives and permitted assigns of the Employee. The Employee agrees that this Agreement and the Employee's employment may be assigned to any organization affiliated with the Employer, or, in the event of a merger or amalgamation, to a successor of the unit to which the Employee is at that time devoting a substantial portion of her attention.

20. INDEPENDENT LEGAL ADVICE

The Employee acknowledges that she has read and understands this Agreement and acknowledges that she has had the opportunity to obtain independent legal advice with respect to it.

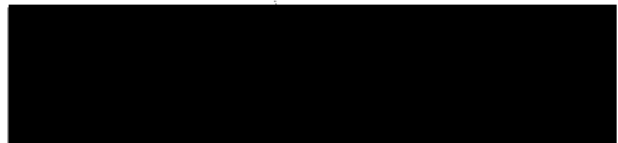
21. ACCOMMODATION

The Employer is committed to providing reasonable accommodations to employees with disabilities. If the Employee requires any such accommodations, the Employee shall discuss same with the CEO or the human resources department.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

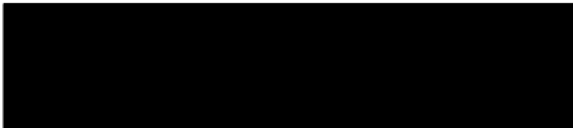


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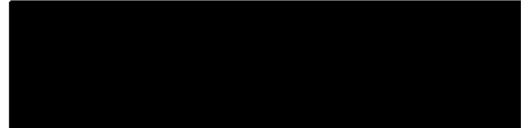


Janice Dawson

Hotel-Dieu Grace Healthcare



Witness



Bagio (Bill) Marra
President and Chief Executive Officer