

## EMPLOYMENT AGREEMENT AMENDMENT

This amending agreement (the "Amending Agreement") is by and between:

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

- And -

**JANICE KAFFER**  
(herein called the "Employee")

WHEREAS the Employee and the Employer have entered into an agreement dated as of the 14th day of July, 2014 (the "Agreement") whereby, on the terms and conditions set out in the Agreement, the Employee shall be employed with the Employer; and

WHEREAS the Employee and the Employer wish to amend the Agreement for their mutual benefit;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the parties hereby agree that the Agreement shall be amended as follows:

1. Section 6(c) of the Agreement shall be deleted in its entirety, and replaced with the following:

“6(c). Effective as of April 1, 2018, 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”). The Employer reserves the right to amend or revoke the Framework at any time. The parties further agree that if in future legislation mandates that the Employee’s base salary or other compensation be reduced in order to effect pay-for-performance or otherwise, the Employee’s base salary may be reduced as required in order to comply with applicable legislation.”
2. Section 8(a) of the Agreement shall be deleted in its entirety, and replaced with the following:

“8(a). Effective May 1, 2018, the Employee shall be entitled to receive vacation in accordance with the Employer’s Non-Union Vacation Policy for Full-Time Employees, as amended from time to time.”

3. Section 8(d) of the Agreement shall be deleted in its entirety, and replaced with the following:

“8(d). The Employee’s outstanding vacation entitlement as of April 30, 2018 will be retained at her rate of pay in effect as of April 30, 2018, and such outstanding vacation will be administered in the same manner, and subject to the same conditions, as was the vacation entitlement of other full-time employees when the current Vacation Policy became applicable to them.”

4. Effective with the first payment occurring after the date of signing this amendment document, Section 9(a) of the Agreement shall be amended to reflect that the Employee’s monthly auto/travel allowance is reduced from \$800.00 per month to \$750.00 per month.

5. Effective as of April 1, 2018, Section 9(c) of the Agreement shall be deleted in its entirety and replaced with the following:

“9(c). As a condition of employment and in order to assist the Employee in effectively performing her job, the Employee shall, unless otherwise directed by the Board, be and remain registered with the Canadian College of Health Leaders and the College of Nurses of Ontario for the duration of her employment. The Employer shall reimburse the Employee for the registration(s) and other membership costs/fees associated with same.”

6. Effective as of the date this Amending Agreement is fully executed, the first sentence of Section 12(a) is deleted and replaced with the following, with the remainder of Section 12(a) remaining in full force and effect:

“12(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 prior to the date of such termination, and any other minimum entitlements required by the *Employment Standards Act, 2000*.”

7. Effective as of the date this Amending Agreement is fully executed, Section 12(b) shall be deleted in its entirety, and replaced with the following:

“12(b). In addition to the termination of this agreement by written notice as provided in Sections 11 and 12(a) hereof, the Employer may terminate this agreement at any time without cause by a notice to the Employee in writing. Upon termination of this agreement with notice as provided in this sub-clause (b), the Employer shall forthwith thereafter provide to the Employee the "termination amount" (less any deductions required by law). The "termination amount", for the purposes of this sub-clause (b), shall be equivalent to the continuation of the

Employee's base salary and benefits for fifteen (15) months, increasing by one (1) month per year of continuous employment after June 1, 2018, up to a total maximum of eighteen (18) months. Such continuation shall be inclusive of the Employee's entitlements to termination pay and severance pay under the *Employment Standards Act, 2000*, and the Employee acknowledges that the continuation provided herein is a "greater right or benefit" over such entitlements. Notwithstanding the foregoing, in the event any insured benefits cannot be continued because of the refusal of the insurer to continue such benefits, the Employer shall be required to continue such benefit(s) for only the minimum period required by the *Employment Standards Act, 2000*."

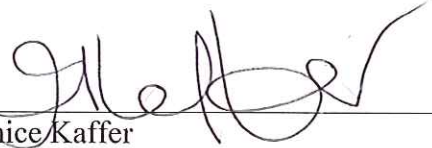
8. Effective as of the date this Amending Agreement is fully executed, Section 12(c) shall be amended by adding the following sentence at the end of this Section:

"All benefits shall cease at that time, except if otherwise required to comply with the *Employment Standards Act, 2000*."

Except as outlined herein, all of the existing terms of the Agreement will continue to apply in full.

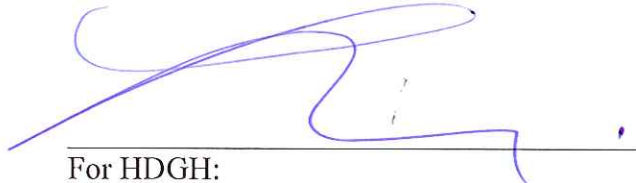
IN WITNESS WHEREOF the parties hereto duly execute this Amending Agreement.

Oct 15/18  
Date

  
Janice Kaffer

HOTEL-DIEU GRACE HEALTHCARE

Oct. 15/18.  
Date

  
For HDGH: