

EMPLOYMENT AGREEMENT

(THE "AGREEMENT")

THIS AGREEMENT is made as of the 9th day of January, 2024

BETWEEN:

BRANT COMMUNITY HEALTHCARE SYSTEM

(the "Hospital")

- and -

BONNIE CAMM

(the "CEO")

WHEREAS the Board of Directors ("Board") of the Hospital wishes to appoint the CEO as President and CEO of the Hospital in accordance with its by-laws;

AND WHEREAS the parties hereto have agreed that CEO will be employed as President and CEO of the Hospital pursuant to the terms and conditions set out in this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual premises, agreements and covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1 EMPLOYMENT

1.1 Agreement to Employ

Subject to the terms and conditions of this Agreement, the Hospital agrees to employ the CEO in the position of President and Chief Executive Officer, and the CEO agrees to work for the Hospital in such capacity; to perform the duties in compliance with applicable laws, including without limitation, the duties of Administrator as that term is defined in *Public Hospitals Act* (Ontario) to the Hospital, the Hospital's By-Law, policies, procedures, rules and regulations, all as may be amended from time to time, and this Agreement; and, to exercise the powers as may be assigned to the CEO from time to time by the Board.

1.2 Term of Employment

The CEO shall be employed by the Hospital effective from March 25, 2024 or such other date as the parties may mutually agree upon (hereinafter referred to as the "Commencement Date").

ARTICLE 2 CEO COVENANTS

2.1 Accountability

The CEO shall be accountable to the Board and reports directly to the Chair of the Board.

2.2 Full Time And Attention

- (a) The CEO shall, throughout the term of her employment, devote her full time and attention to the business and affairs of the Hospital. The CEO acknowledges that this position will include the carrying out of the duties in the evenings and weekends, as may be required from time to time, in addition to regular business hours. The CEO shall not during her employment, without the prior written consent of the Board, undertake any other business or occupation or become a director, officer, employee, partner or agent of any other corporation, partnership, firm or person.
- (b) The CEO acknowledges that to the extent that the CEO serves as director of the Hospital, she shall do so without additional remuneration. Notwithstanding any provision of this Agreement or any other agreement or document to the contrary, the CEO shall be deemed to have resigned as a director of the Hospital, contemporaneously with the termination or ending of her employment with the Hospital, for any reason, either voluntarily or involuntarily, and the CEO shall immediately upon request by the Hospital sign any and all documents necessary to give effect to such resignation.

2.3 Non-Disclosure and Confidentiality

- (a) The CEO acknowledges that, in the course of performing and fulfilling the duties and obligations as the President and Chief Executive Officer, she will have access to and will be entrusted with information concerning the Hospital activities and operations which is not generally known in the healthcare industry or other industries or businesses in which the Hospital participates ("Confidential Information"). The CEO acknowledges that the unauthorized disclosure of any Confidential Information would be detrimental to the Hospital. The CEO further acknowledges and agrees that the right to maintain confidential such Confidential Information is a proprietary right that the Hospital is entitled to protect.
- (b) The CEO therefore agrees not to disclose either during the term of employment or at any time after leaving the employ of the Hospital any such Confidential Information to any person or use any such Confidential Information except as required in the normal course of employment by the Hospital or as required by law. The CEO shall not be prohibited by this non-disclosure provision from using personal skills and knowledge developed prior to and during her employment with the Hospital.

2.4 Hospital's Property

- (a) The CEO acknowledges that all items of any kind created or used by the CEO on behalf of the Hospital during the course of employment with the Hospital or provided by the Hospital to the CEO, including but not limited to, all written materials, manual, software, processes, equipment, credit cards, books, Confidential Information or other materials, shall remain and be considered the exclusive property of the Hospital at all times and which the CEO agrees to deliver to the Hospital at any time, upon reasonable request.

- (b) The CEO will be responsible for taking all reasonable precautions to safeguard all of the Hospital information and property (i.e. laptop computer, cell phone, blackberry) that may be in the CEO's possession.

ARTICLE 3 COMPENSATION AND EXPENSES

3.1 Annual Base Salary

The Hospital agrees to pay the CEO an annual base salary of four hundred and twenty thousand dollars (\$420,000) (as adjusted from time to time, the "Base Pay") in accordance with the Hospital's payroll practices

3.2 Annual Base Salary Increases

The Base Pay shall be reviewed by the Hospital in accordance with applicable hospital policy (as it exists from time to time), taking into account the results of the CEO's annual performance review for the previous year, the approved executive compensation plan and any applicable wage restraint legislation or related government guidelines. Any increase to the Base Pay shall be in the sole discretion of the Hospital.

3.3 Business Expenses and Reimbursement

The Hospital shall reimburse the CEO for all reasonable travel and other out-of-pocket expenses actually and properly incurred, as evidenced by original third party receipts, on behalf of the Hospital in accordance with applicable Hospital policies and procedures. Any single expense item in excess of five hundred dollars (\$500) must be approved in advance by the Supervisor or, in the event that there is no Supervisor, by the Chair of the Board.

3.4 Benefits

The Hospital agrees to pay for, and provide to the CEO, the following.

- (a) Participation in the Hospital's group employee benefit plans as described in the Executive Group, Your Group Benefits booklet in accordance with the terms of such plans and arrangements. The Hospital reserves the right to reasonably amend the plans at any time with reasonable notice to the CEO, provided that the resulting plans are substantially similar to the current plans. It is understood that the Hospital's sole liability is to pay the cost of premiums or other costs which the Hospital has agreed to undertake and that the Hospital does not assume the role of insurer.
- (b) Participation in the Hospitals of Ontario Pension Plan ("HOOPP"), in accordance with its terms and conditions (as may be amended from time to time).
- (c) Reasonable expenses to support the CEO's ongoing development and education as approved from time to time by the Chair of the Board. The CEO agrees to participate in and complete such educational training as may be required to maintain her competency.

- (d) Professional membership fees incurred in not more than three (3) professional organizations that are reasonable and approved in advance from time to time by the Chair of the Board.
- (e) The Hospital shall provide the CEO with an annual Healthcare Spending Account of three thousand five hundred dollars (\$3,500)
- (f) The Hospital shall provide the CEO with a monthly automobile allowance of eight hundred dollars (\$800).
- (g) The Hospital shall provide the CEO with a corporate portable computer, a home printer, and a cellular phone (and related data access and service plans).
- (h) The Hospital shall provide the CEO with an annual allowance for executive coaching to a maximum of \$15,000.

3.5 Vacation

The CEO shall be entitled to six (6) weeks vacation consistent with the Hospital policy in each service year during the term of this Agreement. The CEO shall take vacation at a time or times mutually agreeable to the CEO and the Chair of the Board. Unused vacation may not be carried over into a subsequent year unless approved by the Chair of the Board, subject to compliance with the ESA (as defined below)

3.6 Personal Days

The CEO shall be entitled to 2 paid personal days in each year of service ("Personal Days"). Personal Days have no cash value, do not accrue and cannot be carried over from year to year. Unused Personal Days will not be paid out upon termination of employment for any reason.

3.7 Sick Days

The CEO shall be entitled to 5 paid days off work for personal illness or injury ("Sick Days"). Sick Days have no cash value, do not accrue and cannot be carried over from year to year. Unused Personal Days will not be paid out upon termination of employment for any reason.

ARTICLE 4 PERFORMANCE EVALUATION

4.1 Annual Performance Evaluation Process

The annual performance evaluation process is set out in the Board Governance Manual, as may be amended from time to time.

ARTICLE 5 TERMINATION OF EMPLOYMENT

5.1 Resignation

The CEO may resign from her position at any time provided the CEO gives the Hospital three (3) months' notice, in writing. Upon receipt of notice of resignation the Hospital may, at its sole discretion, waive or abridge the notice period. Should the Hospital waive or abridge the notice period, then the CEO will be paid her Base Pay and will continue to participate in the benefit plans, if permissible under such plans, as if she had worked during the three (3) months' notice period.

5.2 Termination by the Hospital for Cause

The Hospital may terminate this Agreement at any time for cause by complying with only the applicable minimum requirements of the *Employment Standards Act, 2000*, as amended or replaced (all such legislation referred to as the "ESA") in respect of the termination of the CEO's employment (including, without limitation, all ESA requirements in respect of notice, termination pay, severance pay, wages, benefits and vacation pay). Benefits will only continue during any period required by the ESA.

5.3 Termination of Employment by the Hospital Without Cause

- (a) Subject to paragraph (c) below, the Hospital may terminate the CEO's employment without cause by providing her with prior notice in writing equal to twelve (12) months, plus one (1) additional month for each complete year of service up to a maximum of eighteen (18) months' notice total (the "Notice Period") or on paying to the CEO the equivalent lump sum payment of her then current Base Pay (the "Severance Payment") in lieu of such notice, or combination of notice and payment in lieu, *provided that* in no case will the CEO be provided with less than her minimum entitlements pursuant to the ESA in respect of the termination of her employment (including, without limitation, all ESA requirements in respect of notice, termination pay, severance pay, wages, benefits and vacation pay). For the avoidance of doubt, all references to "Notice Period" in the following paragraphs exclude any portion of the Notice Period that is provided as a Severance Payment in lieu of part or all of the Notice Period. Subject to paragraph (c) below, the following arrangements will apply:

- (i) **Benefits.** Following the minimum notice period required by the ESA, and subject to the terms and conditions of the applicable plan policies, the Hospital shall continue the CEO's extended health care, semi-private, travel and dental benefit coverage until the earlier of (a) the date on which the CEO obtains new employment that provides benefit coverage, or (b) the expiry of the Notice Period. The CEO's short term disability and long-term disability coverage will end upon the expiry of the minimum notice period required by the ESA. The CEO shall advise the Hospital immediately if and when she obtains alternate employment with benefits during the Notice Period.

- (ii) **Pension.** The CEO will continue to be eligible to participate in HOOPP during the Notice Period.
 - (iii) **Vacation Pay.** The CEO will be paid eligible accrued but unused vacation pay owing as of her last of work as specified in the Hospital's notice of termination to the CEO (the "Separation Date"). No further vacation credits shall accrue beyond the Separation Date except as required by the minimum requirements of the ESA.
 - (iv) **Health Spending Account.** Eligibility for the Health Spending Account will be terminated as of the Separation Date, except as required by the minimum requirements of the ESA.
- (b) The CEO agrees to accept the arrangements set out in Article 5 in full and final settlement of all amounts owing to her by the Hospital on termination, including any payment in lieu of notice of termination, the CEO's entitlements under any applicable statute including the ESA, and any rights that the CEO may have at common law and contract, and the CEO waives any claim to any other or future payment or benefits from the Hospital. For greater certainty, in the event that the CEO is paid a Severance Payment in lieu of the full Notice Period, all benefits including HOOPP will only continue during any period required by the ESA.
- (c) The payments and benefits that exceed the minimum requirements of the ESA, if any, are conditional upon the CEO signing a full and final release in a form substantially similar to the form of release attached hereto at Schedule "A" within 7 days following the Separation Date. In the event the minimum statutory requirements as at the Separation Date provide for a right or benefit that is greater than that provided for in this Agreement, such statutory requirements will replace the relevant right(s) and/or benefit(s) contemplated under this Agreement.
- (d) The termination arrangements set out in this Agreement fully satisfy the Hospital's and all affiliates' obligations to the CEO in respect of the termination of her employment, including in the event that she claims constructive dismissal, and the CEO will not be entitled to further notice of termination, severance pay, incentive compensation, damages or other compensatory payments under common law or contract. By signing below, the CEO agrees to receive any applicable required ESA severance pay via installments, in accordance with the Hospital's payroll practices, as amended from time to time.

5.4 Return of Hospital Property

Upon termination of this Agreement for any reason, the CEO acknowledges that all items of any kind created or used by her pursuant to her employment or furnished by the Hospital to her including, but not limited to, all written materials, procedures, policies, manuals, software, processes, equipment, books, records, credit cards, reports, files, diskettes, manuals, literature, Confidential Information, or other materials shall remain and be considered the exclusive property

of the Hospital, as applicable, at all times, and shall be surrendered to the Hospital, in good condition (subject to normal wear and tear), promptly without being requested to do so.

5.5 Restructuring

The CEO hereby acknowledges and agrees that she will not be deemed dismissed, constructively or otherwise, in the event of a government-mandated restructuring of the health care system that results in the Hospital's operations being assumed by a regional health authority, a local health integration network or other organization, provided the restructuring does not materially affect the CEO's responsibilities to administer the operations of the Hospital's facilities as the most senior employee on site (i.e., perhaps as a site administrator) and there is no substantial decrease in the CEO's compensation.

5.6 Death

This Agreement shall end without notice upon the death of the CEO. In the event of death, any outstanding salary, performance payments and eligible expenses and allowances will be paid out to the estate of the CEO.

5.7 Disability

Subject to compliance with applicable legislation, including the ESA and the *Human Rights Code*, this Agreement shall terminate in the event that the CEO is absent from the performance of her duties and unable to perform them for a continuous period of at least one (1) year, and the Hospital has reviewed the CEO's circumstances and determined that there is no reasonable likelihood that she will return to her position in the near future, or that her needs cannot be accommodated by the Hospital such that she could return to her position. In such an event, the Hospital shall, notwithstanding any other provisions contained in this Agreement, have no obligation to make payments to the CEO for notice or severance, other than the minimum amounts and entitlements owing for notice and/or severance under the ESA, if applicable (including, without limitation, all ESA requirements in respect of notice, termination pay, severance pay, wages, benefits and vacation pay).

5.8 Confidentiality

The parties agree that, if at any time in the future a dispute arises in relation to the termination of the CEO's employment, any settlement of the dispute and all negotiations leading up to the settlement will remain confidential. The parties agree not to disclose the terms and conditions of any such settlement to any other party except their legal and financial advisors, or as required by law, and in the case of the CEO, disclosure to the CEO's partner or immediate family is also permitted.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 Liability Insurance

The Hospital shall insure the CEO under its general liability policy both during and after the term of her employment, for all acts done by the CEO in good faith and in the execution of her office

as President and Chief Executive Officer, throughout the term of her employment, including where the CEO is specifically named in a lawsuit launched by a patient, employee, member of the medical staff, or any other person.

6.2 Indemnification

The Hospital will provide the CEO with the same indemnification protection that it provides to its volunteer Directors to the fullest extent permitted by law

ARTICLE 7 GENERAL PROVISIONS

7.1 Binding Agreement

This Agreement, including Schedule "A" attached hereto, constitutes the entire agreement between the parties and all promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the parties other than as expressly set forth in this Agreement.

7.2 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

7.3 Amendments and Waivers

This Agreement may be amended by mutual agreement in writing of the Hospital and the CEO, and no amendment to this Agreement shall be valid or binding unless in writing and executed by both parties to this Agreement. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver

7.4 Severability

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

7.5 Interpretation and ESA Failsafe

- (a) The CEO and the Hospital will comply with the ESA. Accordingly, this Agreement will: (i) not be interpreted as in any way waiving or contracting out of the ESA; and (ii) be interpreted to achieve compliance with the ESA. This Agreement contains the parties' mutual understanding and there shall be no presumption of strict interpretation against either party.
- (b) It is understood and agreed that all provisions of this Agreement are subject to all applicable minimum requirements under the ESA. In the event that the ESA

provides for superior entitlements upon termination of employment or otherwise ("Statutory Entitlements") than provided for under this Agreement, the Hospital shall provide the CEO with her Statutory Entitlements in substitution for her rights under this Agreement.

7.6 Governing Law

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

7.7 Enurement

The CEO may not assign, pledge or encumber the CEO's interest in this Agreement nor assign any of the rights or duties of the CEO under this Agreement without the prior written consent of the Hospital. This Agreement shall be binding on and enure to the benefit of the successors and assigns of the Hospital and the heirs, executors, personal legal representatives and permitted assigns of the CEO.

7.8 Dispute Resolution

- (a) The parties shall endeavour to resolve any differences of opinion that may arise between them with respect to the provisions of this Agreement by negotiation between themselves personally or with the assistance of their solicitors. Unless, in the opinion of either party, acting reasonably, the matter in dispute is of such a significant nature as to warrant it being addressed otherwise, neither party shall commence any public proceedings until such negotiations have failed to produce a resolution. In furtherance of the provisions of this Section, both parties agree to make themselves available on short notice and to negotiate promptly, and in good faith, any matter either party may wish to negotiate.
- (b) The parties agree that no report of anything said or of any admission or communication made in the course of such negotiations shall be used as evidence or shall otherwise be admissible in any legal proceeding, except with the consent, in writing, of all parties.
- (c) If, in the opinion of either party, acting reasonably, it is unlikely to expect the matter in dispute as between the parties to be resolved by continued negotiations, or if the matter is of such a significant nature as to warrant it being addressed otherwise, the matter in dispute shall, subject to paragraph (d) below, be submitted to and shall be subjected to arbitration pursuant to the provisions of the *Arbitration Act, 1991* (Ontario) and the following:
 - (i) The party desiring arbitration shall nominate one (1) arbitrator and shall notify the other party of such nomination in writing. Within ten (10) days after receiving such notice, the other party may agree to the one (1) nominated arbitrator. Failing such agreement, the arbitration shall be conducted by a panel of three (3) arbitrators, one (1) of whom shall be appointed by the Hospital, one (1) by the CEO, and the third (3rd) (who shall be the chair of the arbitration panel) by agreement of the other two (2).

If the latter two (2) arbitrators are unable to agree in the selection of such chair, the chair shall be designated by a judge of the Ontario Superior Court of Justice upon an application by either party.

- (ii) The arbitration shall take place in a location determined by the Hospital within one hundred and fifty (150) kilometres from the Hospital. The decision of the arbitrator or arbitration panel (as the case may be), in writing, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and the final and binding determination of the issues, without recourse to appeal. The arbitrator or arbitration panel (as the case may be) shall, after hearing any evidence and representations that the parties may submit, make their decision and reduce the same to writing and deliver one (1) copy to each of the Parties.
- (iii) The expenses of the arbitral tribunal shall be paid as to eighty percent (80%) by the Hospital and as to twenty percent (20%) by the CEO subject only to the following. in the event that there are three (3) arbitrators, the costs of the one (1) arbitrator appointed by the Hospital shall be paid as to one hundred percent (100%) by the Hospital and the costs of the one (1) arbitrator appointed by the CEO shall be paid as to one hundred percent (100%) by the CEO.
- (d) Notwithstanding anything in this Section 7.8: (i) nothing herein applies to any dispute if the subject matter of the dispute is not capable of being the subject of arbitration under applicable law; and (ii) nothing herein prevents the CEO from making a report to or filing a claim, application or charge with the applicable governmental or administrative agency or tribunal, including, as applicable, the applicable Ministry of Labour, human rights commission or tribunal, and labour relations board (collectively, "administrative agencies") if the terms of applicable legislation entitles the CEO to do so and precludes exclusive pre-dispute recourse to arbitration. For the avoidance of any doubt, administrative agencies do not include provincial or federal courts. This Section 7.8 also does not prevent administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Section. The Hospital will not retaliate against the CEO for filing a claim with an administrative agency or for exercising rights in respect of any matter before any administrative agency.

7.9 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 CEO;

To Hospital at: 200 Terrace Hill Street
 Branford, ON N3R 1G9
 Attention: Board Chair

Or to such other addresses or individuals 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 and, if made or given by registered mail, on the fifth day, other than a Saturday, Sunday or statutory holiday in Ontario following deposit 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.

7.10 Counterparts

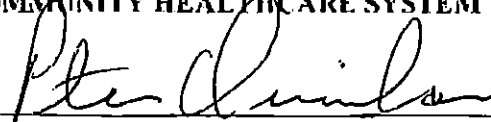
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery by facsimile or email of any executed counterpart of this Agreement shall be equally as effective as delivery of a manually executed counterpart thereof.

[Signature page follows]

IN WITNESS WHEREOF the parties execute this Agreement as of the day, month and year first written above

BRANT COMMUNITY HEALTHCARE SYSTEM

By:



Name: Peter Quinlan

Title: Chair of the Board of Directors



Bonnie Canim