

Employment Agreement

THIS AGREEMENT made the [REDACTED]

S. 21 (3) d

BETWEEN:

**STRATHROY MIDDLESEX GENERAL HOSPITAL and
FOUR COUNTIES HEALTH SERVICES,**
collectively referred to as Middlesex Hospital Alliance

(the "Employer")
OF THE FIRST PART

-and-

NANCY MALTBY-WEBSTER,
of the [REDACTED] Ontario

S. 21 (3) d

(the "Employee")
OF THE SECOND PART

[REDACTED]
S. 21 (3) d

[REDACTED]
S. 21 (3) d

AND WHEREAS the Parties wish to enter into an employment relationship directly and intend that this Agreement clarifies their respective rights and sets forth their respective duties and obligations.

IN CONSIDERATION OF the Employee's performance of the obligations contained in this Agreement and the Company's payment of remuneration, and for other good and valuable consideration, set forth herein, the Parties agree as follows:

1. Terms of Employment

- 1.1 The Employee will continue to render full time professional services to the Employer in the capacity of **Chief Operating Officer / Chief Nursing Officer** to Strathroy Middlesex General Hospital and Four Counties Health Services.
- 1.2 The Employee will have her seniority with the organization [REDACTED] recognized for all purposes, including but not limited to calculation of vacation pay, any entitlement to benefits, and in the calculation of entitlements upon termination in accordance with paragraph 9 of this Agreement.

S. 21 (3) d

2. Duties and Responsibilities

- 2.1 The Employee shall report to the Chief Executive Officer.
- 2.2 The Employee agrees that she will at all times faithfully, industriously, and to the best of her abilities, perform all of the duties that may be required of her by virtue of her position as Chief Operating Officer / Chief Nursing Officer, and as set forth in both of the Hospitals' bylaws.
- 2.3 The Employee's duties are set out in the Job Description, attached to this Agreement as Schedule "A".

3. Amalgamation

- 3.1 In the event that both or either Strathroy General Hospital or Four Counties Health Services:
 - (i) amalgamate(s) with one or more public hospitals;
 - (ii) transfer(s) one or more significant programs or parts thereof to another public hospital or other public hospitals; or
 - (iii) transfer(s) assets to another public hospital or other public hospitals;

and as a result of any of the transactions referred to above, the terms of employment as set out in this Agreement by the Employer or any successor entity are materially changed, the Employee is entitled to terminate her employment and the Employer or the successor entity shall be required to pay to the Employee her entitlements as set out at paragraph 9 of this Agreement.

4. Remuneration

4.1 As full compensation for all services provided for herein, the Employer shall pay or cause to be paid to the Employee, and the Employee shall accept remuneration in the amount of \$130,000.00 per annum. Increases in salary will be based on satisfactory performance.

4.2 The performance of the Employee will be reviewed annually, on or about the first day of September, by the Chief Executive Officer. If the Employee's performance is found to be satisfactory, her annual salary will be increased.

5. Expenses

5.1 Subject to the Employer's policies, the Employee shall be entitled to reimbursement by the Employer for reasonable expenses actually incurred by her on the Employer's behalf in the course of her employment, upon the presentation by the Employee of an itemized account of such expenditures together with such vouchers and other receipts as the Employer may request.

5.2 The Employee acknowledges that reimbursement by the Employer of certain expenses may constitute a taxable benefit.

6. Vacation

6.1 The Employee shall be entitled to vacation pay in the amount of six (6) weeks' vacation time.

6.2 The Employee is entitled to an increase in vacation time to seven (7) weeks after the 12th anniversary of her service to the Employer, [REDACTED]

S. 21 (3) d

6.3 The Employee will be entitled to her vacation at times which are mutually agreed upon by the Employee and the Chief Executive Officer. In deciding on the times for her vacation time, both the Employee and the Chief Executive Officer will consider the efficient operations of the Employer.

6.4 The Employee will be allowed to carry forward any unused vacation into the next calendar year, to be taken in accordance with paragraph 6.3.

7. Benefits

7.1 The Employee will be entitled to participate in the Health Care benefits outlined in the Strathroy Middlesex General Hospital benefits package. Upon the termination of her employment, howsoever caused, her health care benefits will remain in place

until she reaches 65 years of age, or until terminated by the benefit carrier, whichever comes first.

- 7.2 In the event of a disability resulting in the inability of the Employee to complete the essential duties of the Chief Operating Officer / Chief Nursing Officer, the Employee will be compensated for the first 30 weeks of illness by the Employer at the rate of compensation the Employee was receiving at the time of her inability to complete her duties.
- 7.3 The Employee will receive a car allowance at the rate of \$600.00 per month. Any increases in this car allowance will be at the discretion of the Chief Executive Officer.

8. Membership Fees

- 8.1 The Employer will pay on the Employee's behalf, any membership fees for professional memberships and organizations or associations as may be chosen by the Chief Executive Officer, on behalf of the Employee, to a maximum of three such memberships.

9. Termination

- 9.1 The Parties agree that the Employee's employment under this Agreement may be terminated as follows:
- (a) by the Employee, at any time, for any reason, by providing at least three (3) months' written notice to the Employer. The Employer may in writing waive notice, in whole or in part, but in no circumstances shall the Employee receive less than her remuneration and all benefits for a three (3) month period from the time she provided such written notice;
 - (b) by the Employer, in its absolute discretion, without any notice or pay in lieu thereof, for any act or omission that would amount to just cause pursuant to the law of the province of Ontario;
 - (c) by the Employer, in its absolute discretion and for any reason whatsoever, upon providing to the Employee, the greater of:
 - (i) one (1) months' pay (in lieu of notice of termination) for every full year of employment

[REDACTED] or

S. 21 (3) d

- (ii) twelve (12) months' pay in lieu of notice of termination;

- 9.2 In the event of termination for any reason whatsoever, the Employee shall be given an opportunity at her discretion to make representations to the Employer prior to such termination, be informed of the reasons for the proposed termination and to make representations regarding such termination.
- 9.3 All payments pursuant to paragraph 9 (a) and (c) shall be in the form of salary continuance unless otherwise mutually agreed to by the parties.
- 9.4 All benefits, including but not limited to extended health benefits, disability benefits, insurance benefits, and car allowance, will continue on the same terms as enjoyed by the Employee at the time of termination throughout the notice period as entitled by the Employee upon termination of her employment.

10. Moving Expenses

- 10.1 Upon termination by the Employer without cause, the Employer agrees to reimburse the Employee for all reasonable moving expenses, up to a maximum of \$5,000.00, incurred within six (6) months of termination if the Employee is relocated for reasons of re-employment subsequent to her termination.

11. Delivery of Notice

- 11.1 Any notice to be given to the Employee shall be delivered to her personally or sent by registered mail to her address last known to the Employer.
- 11.2 Any notice to be given to the Employer shall be hand delivered or sent by registered mail to the Chief Executive Officer.

12. Independent Legal Advice

- 12.1 The Employer agrees to pay for legal fees incurred by her to have this Agreement reviewed by a legal advisor of her choice.

13. Entire Agreement

- 13.1 This Agreement constitutes the entire agreement between the Parties. This Agreement also supersedes all other agreements or contracts, either oral or written, between the Parties.

14. Amendment of Agreement

- 14.1 The terms and conditions of this Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment becomes valid or effective, such amendment must be reduced to writing, and signed by the Parties.

15. Severability

- 15.1 In the event that any part of the Agreement shall be deemed void or invalid by a court or arbitrator, the remaining provisions or parts will be and remain in full force.

16. Binding Effect of Agreement

- 16.1 This Agreement shall be binding upon and inure to the benefit of the Employer, its successors and assigns, and shall be binding upon the Employee, her heirs, estate trustees and assigns.
- 16.2 The rights of the Employee under this Agreement are not assignable or transferrable in any manner.

17. Governing Law

- 17.1 This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Ontario.

18. Headings

- 18.1 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 the Agreement.

19. Waiver

- 19.2 The Parties reserve the right from time to time and on more than one occasion to waive any of the obligations imposed hereunder. No waiver by the Parties of any breach of any of the covenants or conditions of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any obligation set out in this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties



S. 21 (3) d

SIGNED, SEALED AND DELIVERED)

in the presence of)

Cathy Swan
Witness)

Nancy Maltby-Webster
Nancy Maltby-Webster)

THE MIDDLESEX HOSPITAL ALLIANCE)

AM Mazza
Per:)