

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made as of the 10th day of August 2015.

BETWEEN:

PETERBOROUGH REGIONAL HEALTH CENTRE

(hereinafter referred to as the "Employer")

- and -

MS. BRENDA WEIR

(hereinafter referred to as the "Employee")

WHEREAS the Employee has been employed by the Employer since January 18, 2010;

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

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

1. EMPLOYMENT

- (a) The Employee is employed as the Vice President of Medicine, Mental Health Services and Regional Programs of the Employer.
- (b) The Employee is employed on a full-time basis for the Employer and it is understood that the hours of work involved will vary and may be irregular. The Employee acknowledges that this clause constitutes agreement to work such hours.
- (c) The Employee agrees to carry out all lawful instructions given to the Employee by the Employer.
- (d) The Employee agrees to observe all policies of the Employer as the Employer may in its absolute discretion create from time to time and to perform all services associated with the position herein.
- (e) The Employee agrees that during the currency of this Agreement, the Employee shall devote the Employee's full-time and skill to the duties and responsibilities

contemplated herein and shall not be engaged in any other employment in any other capacity or any other activity that interferes with the provision of the services contemplated herein or that is for the benefit of any person, corporation or enterprise whose business interests are either competitive or in conflict with those of the Employer. Requested participation of the Employee in an external project or other undertaking, deemed advantageous to the Employer and the Employee's professional development, is subject to approval by the President and CEO.

2. **NON-DISCLOSURE**

The Employee shall not (either during the continuance of her employment or any time thereafter) disclose any information relating to the private or confidential affairs of the Employer to any person other than for the purposes of the Employer.

3. **SALARY AND BENEFITS**

- (a) For all services rendered by the Employee in the course of the employment hereunder, the Employee shall receive a gross annual salary of \$230,000 (subject to statutory withholdings and deductions). The said salary is to be paid at such times and in such fashion as is in keeping with the ordinary practices and policies of the Employer.
- (b) The Employee shall be entitled to six (6) weeks' paid vacation to be taken at a time mutually agreeable to the Employee and the President and CEO. It is understood that vacation entitlement may not be accumulated but must, with respect to any completed year, be taken within the twelve (12) months following the end of such year unless otherwise approved by the President and CEO.
- (c) The Employee shall be eligible to participate in the Employer's health care benefit plans, including basic life insurance, accidental death & dismemberment insurance, dental, drug and major medical insurance, in accordance with the plans and the Employer's practices and policies applicable at the time, which may be amended from time to time.
- (d) The Employee is subject to at-risk pay tied to the achievement of specific targets, in accordance with the Employer's Annual Quality Improvement Plan ("QIP"), in compliance with the *Excellent Care for All Act*, 2010. The amount of at-risk pay shall be 2% of gross annual salary. A portion of the at-risk payment is linked to achieving specific targets under the QIP determined by the CEO, and the remainder of the payment will be linked to non-QIP-related targets. If such targets are not achieved, the portion of at-risk pay will be withheld from the Employee's gross annual salary in the following fiscal year on a schedule to be determined by the CEO in consultation with the Employee.
- (e) The Employee shall participate in HOOPP.

- (f) The Employer will pay the annual dues for the Employee's membership in one professional association. The Employer shall provide the Employee with an annual professional development allowance of up to \$5,000 to attend a conference or other professional development activities related to the performance of the Employee's duties.
- (g) The Employee will be eligible for payment of all Statutory Holidays in accordance with the *Employment Standards Act, 2000*, as amended from time to time (the "ESA").
- (h) The Employer will provide the Employee with any and all office equipment reasonably necessary to perform the duties contemplated herein. The Employer shall also reimburse the Employee for all legitimate business expenses including travel expenses which are approved by the Employer and which are incurred by the Employee in the performance of the services contemplated herein. Upon request, the Employee shall provide the Employer with vouchers, receipts, statements and other requested documentation in respect of all such expenses.

4. **TERMINATION OF EMPLOYMENT BY EMPLOYER**

Notwithstanding anything herein contained to the contrary, this Agreement may be terminated in the following manner:

(a) **Termination for Cause**

This Agreement may be terminated effective at any time for cause by the Employer giving notice in writing of such termination to the Employee. If this Agreement and the employment of the Employee hereunder is so terminated pursuant to this clause (a), the Employee shall receive any statutory benefits to which the Employee shall be entitled and shall continue to accrue and receive the Employee's annual salary and benefits through to the date of termination indicated in the termination notice and no more.

(b) **Termination Without Cause**

The Employer is entitled to terminate this Agreement without cause by providing the Employee with a notice period of twelve (12) months, plus one (1) additional month per year of completed service with the Employer, to a maximum total of eighteen (18) months (the "Notice Period"). Such Notice Period shall consist of the following:

- (i) Notice of termination, pay in lieu of notice (or some combination thereof at the Employer's sole option) as prescribed by the minimum statutory notice of termination period in the ESA, along with minimum statutory entitlements for vacation pay, accrued wages and benefit continuation;
- (ii) A lump sum that is equal to the number of weeks' statutory severance pay to which the Employee is entitled under the ESA (if any);

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- (iii) Such additional notice and benefit continuation, or pay in lieu of notice and benefit continuation, or some combination thereof at the Employer's sole option, of the remaining Notice Period after accounting for the notice, pay in lieu of notice and severance pay made under (i) and (ii).

The Employee hereby acknowledges that the Notice Period is reasonable and that it satisfies all claims, whether at common law or under the ESA, which the Employee may have for wrongful dismissal, severance pay or notice of termination. In no event shall the Employee receive less than her entitlements under the ESA.

(c) Termination by the Employee

This Agreement and the employment of the Employee hereunder may be terminated at any time by the Employee giving to the Employer sixty (60) calendar days' notice of resignation in writing. Upon receipt of such notice, the Employer, in its sole discretion, may, by notice in writing, waive the notice of resignation period in whole or in part by specifying an earlier termination date; however, in such an event, the Employee shall be paid the outstanding portion of annual salary for such waived period.

(d) Termination by Mutual Agreement

This Agreement and the employment of the Employee hereunder may be terminated by mutual agreement of the parties hereto in writing, in which event the Employee shall continue to accrue and receive the Employee's annual salary and benefits through to the date of termination specified in such mutual agreement.

(e) Termination by Death

This Agreement and the employment of the Employee hereunder shall be automatically terminated by the death of the Employee. All compensation to the Employee shall cease at the Employee's death.

5. OWNERSHIP OF PROPERTY

- (a) The Employee agrees that during the term of her employment with the Employer and thereafter any and all equipment, devices or other property provided to the Employee by the Employer shall remain the property of the Employer. The foregoing shall include all property (whether in electronic or hard copy form) including without limitation computers, peripherals, software, cellular phones, keys, door passes and any other equipment.
- (b) Upon termination of this Agreement, the Employee shall immediately return to the Employer any and all of the foregoing property and shall return to the Employer any other property which has been leased or rented by the Employer for use by the Employee.
- (c) The Employee agrees that upon termination of this Agreement the Employee shall take all reasonable steps required by the Employer to assist in the orderly transfer

of the information, documentation and other property of the Employer in the possession of the Employee.

6. 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: at her home address

To the Employer: One Hospital Drive, Peterborough, ON, K9J 7C6

7. ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the employment of the Employee and supersedes any and all previous agreements and representations, written or oral, express or implied, between the parties hereto or on their behalf, relating to the employment of the Employee by the Employer are hereby terminated and cancelled and each of the parties hereto hereby releases and forever discharges the other of and from all manner of actions, causes of action, claims and demands whatsoever under or in respect of any such prior agreements and representations.

8. SEVERABILITY

In the event that any provision herein or part thereof shall be deemed void, invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this Agreement shall continue in force with respect to the enforceable provisions and all rights accrued under the enforceable provisions shall survive any such declaration, and any non-enforceable provision shall, to the extent permitted by law, be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal or unenforceable provision.

9. 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 inure to the benefit of the successors and assigns of the Employer and the heirs, executors, personal legal representatives and permitted assigns of the Employee.

10. ARBITRATION

Any issues arising out of the application, interpretation or administration of this Agreement shall be determined by final and binding arbitration pursuant to the Arbitration Act. The Arbitrator shall be appointed in accordance with the Arbitration Act and the Arbitrator shall have the power to award compensation, or damages in case of

breach of the terms of this Agreement. However, the Arbitrator shall not have the power to order reinstatement of the Employee nor shall he/she have the power to amend, or alter in any way the terms of this Agreement.

11. 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 and enters into this Agreement freely and of her own will.

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

For Peterborough Regional Health Centre

[Redacted signature]

Witness

[Redacted signature]

Dr. Peter McLaughlin
Interim President & CEO
Peterborough Regional Health Centre

[Redacted signature]

Witness

[Redacted signature]

Ms. Brenda Weir

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