

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 11th day of December, 2020

BETWEEN:

**Services de santé de Chapeau Health Services
(herein referred to as “the Employer”)**

OF THE FIRST PART

- and -

**Dawn Morissette
(herein referred to as “the Employee”)**

OF THE SECOND PART

WHEREAS the Employer has offered the Employee the position of Chief Executive Officer (“CEO”) and the Employee has agreed to serve the Employer in this capacity;

AND WHEREAS, given the importance and responsibility of this position, the parties wish to come to an agreement on the terms of the Employee’s employment;

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

1. EMPLOYMENT

- (a) Subject to the terms and conditions set out in this agreement (the “Agreement”), the Employer agrees to employ the Employee as its Chief Executive Officer (“CEO”), and the Employee agrees to work for the Employer in such capacity, and to perform such duties and exercise such powers, as may be prescribed or specified from time to time by the Board of Directors of the Employer (the “Board”);
- (b) During the term of this Agreement, the Employee shall faithfully perform the Employee’s assigned duties and apply the Employee’s best efforts to promote the interests of the Employer;
- (c) In addition to the responsibilities associated with the role of Chief Executive Officer, the Employee agrees to work as Administrator for the Long-Term Care facility under the control of the Employer;
- (d) It is acknowledged by both parties that the requirement for the Employee to conduct work outside of normal business hours is a regular requirement of this position. Where such requirements occur, they shall not entitle the Employee to any additional compensation not otherwise reflected within this Agreement; and
- (e) Prior to the commencement of employment, the Employee agrees to provide a vulnerable sector criminal record check satisfactory to the Employer and to satisfactorily complete the Employer’s occupational health screening process required under the *Public Hospitals Act*, R.S.O. 1990, c. P.40.

2. **TERM OF EMPLOYMENT**

The Employee has entered into this Agreement with the Employer, which shall take effect on January 4, 2021. This Agreement shall continue unless it is ended by either party in accordance with paragraph 7 herein.

3. **EXCLUSIVE SERVICE**

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

The Employee may teach courses from time to time with the approval of the Board.

4. **CONFIDENTIALITY, NON-DISCLOSURE and POST-EMPLOYMENT OBLIGATIONS**

The Employee hereby agrees that the Employee shall not, at any time, either during the term of this Agreement or anytime thereafter or under any circumstances, without the prior written consent of the Employer or except as expressly permitted hereunder or as required by law, directly or indirectly divulge or communicate to any person or persons, partnership, firm, association or company (except to those officials of the Employer whose province it is to know the same) or use for the Employee's own benefit, any confidential information which the Employee may obtain in relation to the business and affairs of the Employer.

For the purposes of this section, confidential information means any and all information provided to the Employee or gathered, known, or used by or in the name of the Employer in connection with its business activities, including, but not limited to, any data provided or gathered which contains Personal Health Information, data, records, reports, opinions, documents, codes, programs, methods, devices, equipment, financial information, intellectual property, and research and development, whether written or oral, and whether or not noted to be confidential.

All trade secrets, trade names, financial and product information, codes, research and design, client or patient information, client or patient files, business and marketing strategies, programs and techniques in regard to the Employer's business are the sole property of the Employer. The Employee shall not divulge the same to any person, partnership or corporation, or assist in such disclosure, without the written consent of the Employer. This provision shall survive the termination of this Agreement.

5. **PERFORMANCE REVIEWS**

The Board will review the performance of the Employee in accordance with its established policy called Chief Executive Officer Performance Evaluation (the "Policy").

During the first year of the tenure of the Employee, performance will be reviewed at three months, six months and twelve months, in accordance with the Policy.

6. **COMPENSATION AND BENEFITS**

(a) **SALARY**

The Employee's salary has been agreed to by the parties to this Agreement to be \$145,000 per annum, and to be paid in accordance with the Employer's bi-weekly payroll practice, less required deductions.

Compensation for this position is in accordance with the Employer's approved Executive Compensation Framework, which was developed in accordance with the provisions of the *Broader Public Sector Executive Compensation Act*, 2014, S.O. 2014, c. 13, Sched. 1.

Subject to being permissible under the terms of governing legislation or government policy to which the Employer is bound, the following increases will occur:

Effective January 1, 2022 – salary will be \$148,000 per annum

Effective January 1, 2023 – salary will be \$152,381 per annum

Any increases thereafter are subject to determination by the Board of Directors.

The Employee and the Employer agree that the Employee's compensation will comply with the terms of the governing legislation or government policy to which the Employer is bound.

(b) **PERFORMANCE BASED COMPENSATION:**

As required by the *Excellent Care for All Act*, 2010, S.O. 2010, c. 14 and the *Broader Public Sector Executive Compensation Act*, 2014, S.O. 2014, c. 13, Sched. 1., the Employer must develop an annual Quality Improvement Plan (QIP). The QIP must contain information concerning the manner in and extent to which the CEO's compensation is linked to the achievement of targets. The Board of Directors approves QIP annually, as well as its tie to CEO compensation. The Performance Related Pay portion will be an amount up to 5% of the fixed salary portion. The Employee agrees that any changes to the amount of compensation linked to performance does not constitute a change to the terms and conditions of employment, and shall not trigger a claim for constructive dismissal, and that any such claim if made would be in bad faith.

(c) **HEALTH BENEFITS:**

The Employee will be eligible to participate in the Employer's Extended Health Care plan, the Employer's Dental Care plan and the Employer's Group Life Insurance, Accidental Death & Dismemberment, and Long-term Disability Insurance. All of these will be subject to the eligibility requirements of the plan. Any waiting periods required prior to enrolment in the plans will be waived and eligibility will commence as of the Employee's first day of employment.

In addition, the Employee will be granted access to a health spending account of \$1500 per annum, subject to the requirements of the plan.

(d) PENSION BENEFITS:

The Employee will be eligible for participation in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the Plan regulations.

(e) VACATION:

The Employee will be eligible for six (6) weeks' vacation per annum. The Employee will be permitted to draw upon earned vacation accrued in the first year of employment. Requests for vacation shall be subject to review and approval of the Chair of the Board.

(f) FUTURE LEGISLATION:

Should the provincial government enact legislation that renders any of the terms of this Agreement illegal, the parties agree that only those terms will cease to apply, and that the Employer will abide strictly by the terms of the legislation enacted.

7. TERMINATION OF EMPLOYMENT

(a) NOTICE OF TERMINATION BY THE EMPLOYEE

The Employee may resign from his employment at any time provided the Employee provides the Employer with sixty (60) days' notice of resignation, in writing. The Employer, at its sole discretion, may decide whether the Employee will work through the notice period, or will instead receive pay in lieu of such notice.

(b) EARLY TERMINATION BY THE EMPLOYER

The Employer may terminate this Agreement at any time without cause by providing notice to the Employee, in writing, and the following notice, or pay in lieu of notice, and other benefits and entitlements as follows:

- i) six (6) months of the Employee's salary at the time of termination;
- ii) three (3) weeks of the Employee's salary at the time of termination for every completed year of service with the Employer up to a maximum of twelve (12) months;
- iii) any group benefits for drug and dental as are afforded as part of the Employer's Group Benefit Plan for the total period of time reflected in subparagraphs (i) and (ii) above or until the Employee obtains alternate employment which provides benefit coverage; and,
- iv) the entitlements contained in this paragraph 7(b) shall operate to satisfy the Employee's full entitlements under the *Employment Standards Act, 2000*, S.O. 2000, c. 4, and all entitlements the Employee may be entitled to under the common law
- v) all other benefits shall be continued for the notice period required under the *Employment Standards Act, 2000*.

(c) TERMINATION OF EMPLOYMENT FOR CAUSE

The Employer may terminate this Agreement at any time for cause and therefore 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 termination.

(d) FAIR AND REASONABLE

The Employee hereby agrees that the sums set out in section 7 herein are fair and reasonable, and the Employee undertakes to accept such sums in full and final satisfaction of any possible claims which the Employee may have against the Employer in connection with the Employee's employment or termination of employment. Without limiting the generality of the foregoing, it is understood and agreed that the aforesaid payment is in full satisfaction of any and all possible claims of the Employee against the Employer, its successors, assigns, agents, officers, employees and directors acting personally or within their corporate capacity, including any claims of any nature or kind whatsoever arising under provincial or federal legislation, including the *Employment Standards Act, 2000*, S.O. 2000, c. 4 or at common law by reasons of the Employee's termination including but not limited to notice of termination and severance pay.

8. EXPENSES

The Employee shall be reimbursed for all reasonable travelling and other out-of-pocket expenses associated with the duties and responsibilities of the position of CEO and within the policy of the Employer. Any such expenses shall be subject to review and approval of the Chair of the Board.

Requests for educational components shall be submitted and approved by the Chair of the Board prior to attendance. For all such expenses the Employee shall furnish to the Employer statements and vouchers as and when required by the Employer's policies.

The Employer would reimburse the Employee for all membership fees the Employee may be required to pay for from time to time in order to maintain any professional associations the Employee is required to be a member of, for the purposes of employment with the Employer.

9. EMPLOYER'S PROPERTY

The Employee acknowledges that all items of any and every nature or kind created or used by the Employee pursuant to his employment under this Agreement, or furnished by the Employer to the Employee, and all equipment, credit cards, books, records, reports, files, electronic storage devices, manuals, literature, confidential information or other materials shall remain and be considered the exclusive property of the Employer at all times and shall be surrendered to the Employer, or in the absence of a request, on the cessation, termination or ending of the Employee's employment with the Employer.

10. NOTICES

Any demand, notice or other communication to be given in connection with this Agreement

shall be provided in writing and may be provided by personal delivery or by registered mail, or such other delivery method acceptable to the parties.

11. **GOVERNING LAW**

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

12. **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 agreements, arrangements, and understandings between them. Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

13. **SEVERABILITY**


Each section and paragraph of this Agreement is a separate and distinct covenant and is severable from all other separate and distinct covenants. If any covenant or provision herein contained is determined to be void or unenforceable in whole or in part, it shall be deemed severed from this Agreement to the minimum extent possible and such determination will not impair or affect the validity or enforceability of any other covenant or provision contained in this Agreement. The remaining provisions of this Agreement will be valid, enforceable and remain in full force and effect.

14. **INDEPENDENT LEGAL ADVICE**

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

15. **SIGNATURES:**

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




Witness (print name & sign)
Maria Doyon

For the Employer:

By 

Denise Portelance-Godin, Board Chair



Witness (print name & sign)
Maria Doyon

For the Employee:

By 

Dawn Morissette