

THIS AGREEMENT is made effective as of the 27th day of March 2023 (the "Effective Date"),

BETWEEN:

THE ATIKOKAN GENERAL HOSPITAL
a corporation incorporated under the laws of Ontario
(the "Hospital")

-and-

Jennifer Learning
(the "CEO")

RECITALS:

WHEREAS the Hospital wishes to employ the CEO, and the CEO wishes to be employed by the Hospital, effective March 27, 2023 in the capacity of Chief Executive Officer ("CEO");

AND WHEREAS the parties wish to set out in this Agreement the terms and conditions of employment that will govern the relationship between the Hospital and the CEO from the Effective Date until the termination or expiration of this Agreement;

NOW THEREFORE, IN CONSIDERATION of the terms and conditions herein, and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, each capitalized term shall have the meaning attributed thereto:

- a) "Agreement" means this agreement, including its recitals and all schedules attached to this agreement, all as may be supplemented or amended from time to time;
- b) "Board" means the Board of Directors of the Hospital;
- c) "Chair" means the Director elected by the Board to serve as Chair of the Board;
- d) "ESA" means the Employment Standards Act, 2000 as amended from time to time or applicable successor legislation, and respective regulations: and
- e) "Term" means the term of this Agreement set out in section 4 herein.

2. CHIEF EXECUTIVE OFFICER

The CEO agrees to serve as the Chief Executive Officer of the Hospital to the best of her ability in compliance with all applicable laws, the Hospital's by-laws, policies, procedures, rules and regulations, all as may be amended from time to time, and this Agreement. The CEO is in all respects a fiduciary to the Hospital and is obligated to observe all fiduciary obligations and duties imposed by law both while employed by the Hospital and thereafter.

The CEO shall perform the duties and exercise such powers normally associated with the position, and as may be prescribed and reasonably amended by the Hospital upon consultation with the CEO.

3. ACCOUNTABILITY

- a) The CEO is directly accountable to the Board in accordance with the Hospital's by-laws and applicable policies and procedures.
- b) The CEO shall follow all lawful instructions and directions given to her by the Board through the Chair.

4. TERM

- a) This Agreement and the CEO's employment shall be a fixed period, terminating automatically effective April 1, 2028 without further notice or pay in lieu of notice, subject to any minimum statutory entitlements required pursuant to the ESA, including provision to the CEO of any severance pay as may be required by the ESA. Earlier termination of this Agreement, prior to the expiry of the term, shall be addressed in accordance with the provisions of section 1.1 herein.
- b) Should the Hospital wish to offer the CEO employment beyond April 1, 2028, the Hospital must make its offer in writing prior to January 1, 2028 and the CEO must accept such offer in writing on or before February 1, 2028.
- c) If the CEO advises the Board that she intends to terminate her employment with the Hospital at the expiration of the Term or if the Board advises the CEO that it does not wish to renew this Agreement, then a key additional responsibility of the CEO during the balance of the Term will be to establish an appropriate succession

plan for including, but not limited to appointing, training and monitoring a successor with the goal that the successor will have the skills and competencies to assume the role of Chief Executive Officer upon the expiration of this Agreement, at the discretion of the Board.

5. FULL TIME AND ATTENTION

The CEO shall, throughout the Term, devote her full time and attention to the business and affairs of the Hospital and will always act in a manner consistent with the Hospital's best interests. The CEO will not place herself in a position which may be in an actual, potential, or perceived conflict with those best interests in any way. The CEO acknowledges that this position will include the carrying out of the duties in the evenings and on weekends, as may be required from time to time, in addition to regular business hours. Any hours worked that exceeded regular hours can be claimed as per AGH policy.

6. PERFORMANCE REVIEW AND STATUTORY COMPLIANCE

On an annual basis, by March 31 of each completed year of employment, the Board (or a committee designated by the Board) will undertake a review of the CEO's performance.

- a) The review process will also establish measurable performance expectations, including both short-term and long-term objectives for the CEO, as identified by the Board in cooperation with the CEO.
- b) It is agreed that the OHA Guidelines for CEO Performance Review (as established from time to time) will generally be followed (unless inconsistent with this Agreement) and that any substantial performance deficiencies will be noted and will be the subject of appropriate follow up.
- c) The parties acknowledge and agree that they may be required, during the Term, to enter into performance agreements pursuant to the Commitment to the Future of Medicare Act. Notwithstanding that any such agreements shall stand separate and apart from this Agreement, it is agreed and acknowledged that it is a term of this Agreement that the parties cooperate in signing such agreements.

7. REMUNERATION

Subject to the terms and conditions of this Agreement, the CEO shall be entitled to the compensation as set out in Schedule A.

8. EMPLOYEE BENEFIT PLANS

The CEO shall be entitled to participate in the benefit plans made available by the Hospital to its full-time senior management personnel, including but not limited to accidental death, dental, extended health care, HOODIP, HOOPP, and semi-private insurance coverage benefits. Participation in such plans and any payments there under are subject to the terms and conditions of the applicable plan.

9. EXPENSES

In addition to and not included in the salary and benefits provided to the CEO, and in accordance with applicable Hospital policies, legislation and directives, the Hospital shall reimburse to the CEO the following amounts:

- a) All travel costs, charges and expenses reasonably incurred by the CEO in the performance of her duties and responsibilities as Chief Executive Officer in pursuance of this Agreement, upon provision of satisfactory receipts and vouchers, and subject to approval by the Board Chair.
- b) The professional membership fees to remain a member in good standing as a Registered Nurse and working towards obtaining a Certified Health Executive designation with the Canadian College of Health Leaders, the cost of which, including the annual certification cost, will be reimbursed following AGH policies.
- c) Reasonable expenses incurred by the CEO for professional development and continuing education related to her role as CEO, subject to approval by the Board Chair.

10. VACATION

- (a) The CEO shall accumulate vacation at the rate of six (6) weeks in accordance with the Hospital's vacation policy. With the approval of the Chair, the CEO shall be

entitled to carry over one (1) week vacation each year during her employment as CEO. Any additional carry over must be approved by the Chair in writing.

- (b) The CEO shall be assigned to administrative on call duties in accordance with the Hospital's policy and shall be provided with five (5) additional vacation days annually.

11. TERMINATION

Notwithstanding that the CEO's employment is for a fixed period as set out in section 4, it may also be terminated at any time before the end of the Term as set out herein:

- a) The CEO may terminate her employment pursuant to this Agreement voluntarily at any time by giving not less than three (3) months written notice to the Hospital. The Hospital may waive notice in whole or in part. Should the Hospital waive or abridge the notice period, then the CEO will be paid and will continue to participate in the benefits plans as if she had worked during the notice period.
- b) The Hospital may terminate the employment of the CEO for cause (defined in paragraph 1 1 (e) below) without any further obligation to the CEO, except such obligation as may be required by the ESA. Upon termination pursuant to this paragraph 1 1 (b), all benefits shall terminate on the last day of employment, or at the end of the notice period required by the ESA, whichever is later.
- c) The Hospital may terminate the employment of the CEO pursuant to this Agreement without cause at any time during the term of this Agreement by providing:
 - (i) nine (9) months' salary continuance; and
 - (ii) continuation of payment of benefit premiums for dental, extended health care, semi-private insurance coverage benefits and HOOPP, or cash equivalent of the benefit premiums if the insurers will not allow benefit continuation, for a total of nine (9) months.

The payments under this paragraph 1 1 (c) include all entitlement to either notice or pay in lieu of notice and severance pay under the ESA. In no event shall the CEO receive less than her minimum ESA entitlements. In the event of a conflict between this Agreement and the ESA, the CEO's entitlements shall be increased only to the extent necessary to comply with the ESA's greater entitlement.

- d) The CEO agrees to accept the entitlements set out in paragraph 1 1 (c) as full and final settlement of all amounts owing to her by the Hospital on termination and under this Agreement, including any payment in lieu of notice of termination, entitlement of the CEO under any applicable statute and any rights that the CEO may have at common law, and the CEO waives any claim to any other payment or benefits from the Hospital.
- e) As used in this section, the term "cause" shall be deemed to include:
 - (i) any material breach of this Agreement;
 - (ii) any reason which would entitle the Hospital at law to terminate the services of the CEO without either notice or pay in lieu of notice, including, without limitation, serious misconduct, habitual neglect of duty, incompetence, conduct incompatible with her duties, conduct prejudicial to the Hospital's business, willful disobedience to the Hospital's orders in a matter of substance, or cause in accordance with the meaning otherwise ascribed by the common law of Ontario;
 - (iii) conviction of the CEO of a criminal offence, which conviction is not reversed on appeal, and which renders the CEO unsuitable for continued employment;
 - (iv) theft by the CEO of any funds or property of the Hospital;
 - (v) an attempt by the CEO to obtain any personal advantage from any transaction in which the CEO has an interest which is adverse to the interest of the Hospital, unless the CEO shall have first obtained the consent of the Board in writing;

- (vi) willful neglect of the duties assigned to the CEO pursuant to the provisions of this Agreement, including compliance with applicable legislation, including the Public Hospitals Act (Ontario) and the Commitment to the Future of Medicare Act (Ontario); or
 - (vi) if the CEO becomes insolvent and unable to pay her debts in full, or files an assignment in bankruptcy or is adjudicated as bankrupt, The Hospital may also terminate this Agreement and the CEO's employment without notice, severance pay, or other obligation, in accordance with the provisions of the ESA (willful misconduct, disobedience, or willful neglect of duty that is not trivial and has not been condoned by the Hospital).

- f) 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 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 at all times, and shall be surrendered to the Board, in good condition, promptly without being requested to do so.

- g) In an event of an amalgamation, asset transfer, integration or other merger with another entity, the following shall apply:
 - (i) Where the CEO applies for employment with the new entity but is unsuccessful, or where the CEO does not apply for employment with the new entity, and where her employment with the Hospital ends as result of the merger, the CEO shall receive the entitlements set out in section 1 1 c).
 - (ii) Where the CEO applies for employment with the new entity and is successful, her employment will be deemed continuous and therefore she will be ineligible for any termination-related compensation under this Agreement.

- (iii) 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 the Regional Health Authority, a local health integration network, or other organization, provided that (i) the restructuring does not materially and adversely affect the CEOs responsibilities to administer the operations of the Hospital as the most senior employee on site (for instance, as a site administrator) and (ii) there is no material reduction in the CEOs salary or benefits, in the aggregate.

12. OWNERSHIP OF INFORMATION AND NON-DISCLOSURE

- a) "Confidential Information" includes, without limitation, information and facts relating to the operation and affairs of the Hospital acquired by the CEO in the course of her employment, including information and facts relating to present and contemplated services, future plans, processes, procedures, suppliers, capital projects, financial information of all kinds, government relations strategies, patients or their health records, any product, device, equipment or machine, or employees. For greater certainty, Confidential Information shall not include:
 - (i) information and facts that are available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement; or
 - (ii) information and facts that become available to the CEO on a non-confidential basis from a source other than the Hospital.
- b) All Confidential Information of the Hospital, whether it is developed by the CEO during her period of employment or by others employed or engaged by or associated with the Hospital, is the exclusive property of the Hospital and shall at all times be regarded, treated and protected as such.
- c) The CEO shall not disclose Confidential Information to any person or use any Confidential Information (other than as necessary in carrying out her duties on behalf of the Hospital) at any time during or subsequent to her period of

employment without first obtaining the consent of the Board, and the CEO shall take all reasonable precautions to prevent inadvertent disclosure of any such Confidential Information.

- d) Upon the termination of the CEO's employment by the Hospital for any reason, or of receipt by the CEO of a written request from the Hospital, the CEO shall immediately deliver to the Hospital all property belonging to the Hospital, including without limitation all Confidential Information (in whatever form) that is in the CEO's possession or under the CEO's control.
- e) Nothing in this section precludes the CEO from disclosing Confidential Information at any time if disclosure of such Confidential Information is required by any law, regulation, governmental body, or authority or by court order, provided that before disclosure is made, notice of the requirement is provided to the Hospital, and to the extent possible in the circumstances, the Hospital is afforded an opportunity to dispute the requirement.
- f) The parties will agree in advance upon any appropriate press releases to announce the execution or termination of this Agreement.

13. ENTIRE AGREEMENT

This Agreement, including Schedule A, expresses the entire agreement of the parties and cannot be amended unless there is written approval of both parties. Upon execution of this Agreement by the parties, this Agreement shall replace all previous agreements and shall govern the relationship of the parties.

14. SECTION HEADINGS

All paragraph headings have been inserted herein for convenience of reference only and do not form part of this Agreement.

15. BINDING EFFECT AND NON-ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and successors, but shall not be capable of

assignment by either party without the previous written consent of the other party, which consent shall not be unreasonably withheld.

16. NOTICE PROVISIONS

Any notice to be given under this Agreement shall be in writing and shall be personally delivered or sent by registered mail to the following address or such other address as either party may from time to time designate to the other by notice given in accordance with this Section:

Notice to the Hospital:

Atikokan General Hospital
120 Dorothy Street,
Atikokan, ON, P0T 1C0

Attention: Chair, Board of Directors

Notices to CEO:

Jennifer Learning
59 Spruce Rd., Box 1624
Atikokan, ON, P0T 1C0

17. SEVERABILITY

If any covenant or provision of this Agreement is determined to be void or unenforceable in whole or in part by any court, such determination shall not affect or impair the validity of any other covenant or provision of this Agreement, which shall remain in full force and effect as if the void or unenforceable covenant or provision had not been made part of this Agreement.

18. WAIVER

No waiver by either party of any breach of any provisions herein shall constitute a waiver of the provision except with respect to the particular breach giving rise to the waiver.

19. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

20. INDEPENDENT LEGAL ADVICE

The CEO confirms that, prior to the execution of this Agreement, she had a full and complete opportunity to obtain independent legal advice and representation and that she has either done so or has freely chosen not to obtain such advice. The CEO further acknowledges and agrees that she has had sufficient time to review and consider this Agreement, and that she has read this Agreement and fully understands its terms and obligations.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

Atikokan General Hospital

Per Beth Fairfield Date: Feb 17 / 23.

Beth Fairfield, Board Chair

Witness

Per Bonnie Claimont Date: Feb 17/23

Chief Executive Officer

Per Jennifer Learning Date: Feb 17/23

Jennifer Learning

Witness

Per Bonnie Claimont Date: Feb 17/23

SCHEDULE A
REMUNERATION OF CEO

Subject to the terms and conditions of the Agreement, the CEO shall be entitled to the compensation and benefits set out below:

1. Commencing March 27, 2023, the CEO's annual base salary will be One Hundred and Forty Thousand, One Hundred and Sixty-Two Dollars (\$140,162). As outlined in the Hospital's Annual Quality Improvement Plan required under the Excellent Care for All Act, 2010 ("ECFAA") and approved by the Board in each fiscal year, in addition to the annual base salary, there is a three (3) percent performance bonus incentive earned through the achievement of designated objectives within the approved Annual Quality Improvement Plan. The annual salary shall be paid in equal installments bi-weekly according to the Hospital's payroll practices, subject to applicable deductions. In the event that the Hospital determines that all or some of the performance bonus amount will be paid, such payment will be made within thirty (30) days after the conclusion of the fiscal year. The performance bonus incentive in each future fiscal year, and any consequential adjustments required, will be determined in accordance with ECFAA. The performance bonus is not a guaranteed entitlement to compensation, but is discretionary and conditional on the achievement of the approved Annual Quality Improvement Plan; any payment of at-risk pay at one time is not a guarantee of such payment at any other time in the future, and it is agreed that performance bonus is an integral part of the CEO's compensation package only within the year it is earned.

2. Upon successful completion of a mid-year performance appraisal, the Board agrees to increase the CEO's annual base salary to One Hundred and Sixty-Five Thousand, Nine Hundred and Ninety Dollars (\$165,990). The performance appraisal must be completed on or before September 30, 2023 with the increased compensation effective October 1, 2023. Should there be delays in completing the performance appraisal, the increased compensation is still effective October 1, 2023.

3. The CEO's compensation and benefits are subject to all current and future applicable legislation and directives, including but not limited to ECFAA, the Broader Public Sector Accountability Act, 2010, and the Broader Public Sector Executive Compensation Act, 2014 and the regulations thereunder. The parties agree to renegotiate the CEO's salary in the event there is a change in the classification or grade of the Hospital pursuant to section 32.1 of the Public Hospital Act and Regulation 964, R.R.O. 1990, Classification of Hospitals, or any amendments thereto.

4. The CEO's annual salary and performance bonus amount will be reviewed by March 31 of each completed year of employment.