

EMPLOYMENT AGREEMENT

BETWEEN

Santé Manitouwadge Health (the "Corporation")

- and -

Annie Janveau (the "Employee")

1. APPOINTMENT

- 1.1 The Corporation hereby appoints Annie Janveau as the Chief Executive Officer of Santé Manitouwadge Health effective January 30th, 2024, at 1346 hours and Annie Janveau hereby accepts such appointment.

2. DUTIES, RESPONSIBILITIES AND ACCOUNTABILITY

- 2.1 The Employee agrees to serve as the Chief Executive Officer of the Corporation to the best of her ability in compliance with all applicable laws, this Agreement and the Corporation's By-laws, policies, procedures, rules and regulations, all as may be amended from time to time.
- 2.2 The Employee agrees to perform the duties and exercise such powers as may be prescribed or specified from time to time by the Board of Directors of the Corporation, and she shall be directly accountable to the Board of Directors of the Corporation in accordance with the by-laws and applicable policies and procedures. The Board Chair shall act as the Board's central point of official communication with the Employee.

3. FULL TIME AND ATTENTION

- 3.1 The Employee agrees to devote her full time and attention to the performance of the business and affairs of Sante Manitouwadge Health, and she shall not accept any appointment as an officer, director, employee, or consultant with any other organization during the term of this Agreement and any renewal hereof, without the prior consent of the Board of Directors.

4. COMPENSATION AND BENEFITS

- 4.1 The Corporation shall pay the Employee an annual base salary which is currently fixed at Appendix A less statutory, pay for performance and applicable deductions. This salary framework is currently under review by the province. The Employee will be entitled to any cost-of-living adjustments as may be agreed to from time to time by the Board of Directors for senior level positions within the corporation if permitted by the legislative framework governing public sector executive compensation framework.
- 4.2 A Pay for Performance component of 2% is to be carved from the base salary until such time as legislation permits adjustments to increase pay for performance in 2% annual

increments up to a maximum of 8%. Achievement of priority one targets identified in the annual Quality Improvement Plan will determine the amount of Pay for Performance the CEO is to receive in March of each year.

- 4.3 The Employee shall be entitled to participate in all benefits as provided by the Corporation to its management staff, including **HOOPP**, dental, extended health, group life insurance and disability benefits, together with such enhancements or additional benefits as may be available and as the Employee may elect. The costs of benefits shall be paid by the parties in accordance with the cost distribution utilized by the Corporation for its management staff.
- 4.4 The Employee and SMH will pay their respective contributions to **HOOPP** in accordance with **HOOPP** regulations as may be updated from time to time.

5. EXPENSES

- 5.1 It is understood and agreed that the Employee will incur expenses in connection with her duties and responsibilities under this Agreement. SMH will reimburse the Employee for any reasonable and substantiated expenses, and approved education expenses, provided such expenses were incurred for duties performed under this agreement and in accordance with established policy and, where applicable, approved by the Board.
- 5.2 The Corporation will pay for the membership fees for professional memberships in Canadian College of Health Leaders (CCHL).

6. PERFORMANCE REVIEWS

- 6.1 The Board of Directors of the Corporation will undertake a periodic review of the Employee's performance, which will include a review of the fulfilment of the duties and responsibilities as the CEO and other relevant matters. Performance reviews will be conducted at the following milestones:
- (i) after three (3) months of employment;
 - (ii) after six (6) months of employment;
 - (iii) after twelve (12) months of employment; and
 - (iv) annually thereafter
- 6.2 Education:
The Employee is encouraged to pursue a degree related to health services, and or corporate services. Increased compensation will be considered throughout the process of acquiring this Degree.

- 6.2.1 The Employee is encouraged to pursue Rotman Advanced Leadership courses, or equivalent.

7. TERMINATION

- 7.1 The Employee may terminate this Agreement voluntarily at any time by giving not less than three (3) months' notice in writing to the Board Chair. The Corporation may waive notice in whole or in part.
- 7.2 The Board may terminate this Agreement at any time for cause and without payment of any compensation upon provision of written notification to the Employee of same. For the purposes of this Agreement, 'cause' means cause as defined at common law and shall include but not be limited to:
- (a) the theft by the Employee of any funds or property of the Santé Manitowadge Health;
 - (b) an attempt by the Employee to obtain any personal advantage from any transaction in which she has an interest which is averse to the interest of the Corporation unless the Employee shall first have obtained the written consent of the Board of Directors of SMH;
 - (c) a material breach of the provisions of this Agreement; or
 - (d) the conviction of the Employee of a criminal offence which renders the Employee unsuitable for continued employment in the position of CEO.

A failure by Santé Manitowadge Health to rely on the provisions of this paragraph in any given instance or instances shall not constitute condonation or be deemed a waiver.

- 7.3 The Santé Manitowadge Health Board may terminate this Agreement without cause at any time by providing written notification to the Employee. In such event the Employee will receive notice of termination in the amount of twelve (12) months, or pay in lieu of such notice, or some combination thereof until February 1, 2027, in satisfaction of any and all claims and demands or potential claims and demands against Santé Manitowadge Health at common law or pursuant to statute. An additional month of notice or pay in lieu of will accrue for each year of service beyond February 1, 2027, up to a maximum of eighteen (18) months total compensation. The Employee will also be entitled to the continuation of her benefits for that same time period, or payment to him of an amount equivalent to SMH's cost of providing her benefits for the time period. Termination without cause for the purposes of this Agreement shall include but not be limited to:
- (a) A demotion of the Employee as the most senior executive of the Corporation or any successor;
 - (b) A reassignment of the Employee to a position having less responsibility than the position of Chief Executive Officer;
 - (c) The appointment of a supervisor for the Hospital under the *Public Hospitals Act* which infringes upon the authority of the Employee as the Chief Executive Officer; or

- (d) Any decision of the Minister of Health and Long-Term Care, the Ministry of Health and Long-Term Care, or a Local Integration Network that substantially or significantly infringes upon the authority of the Employee as the Chief Executive Officer of the Corporation.

7.4 This Agreement shall be terminated upon the death of the employee. This Agreement may be terminated upon the commencement of long-term disability of the Employee. The Parties agree that the commencement of long-term disability by the Employee will result in the Employee no longer being able to perform the essential duties and requirements of her position, that no accommodation short of undue hardship will be possible and that it will result in a frustration of this Agreement.

- (a) In the event that Agreement is terminated upon the commencement of long-term disability of the Employee, SMH will pay to the Employee her entitlements to termination and severance pay under the *Employment Standards Act, 2000* (or its successor legislation), if any.
- (b) The commencement of long-term disability will be determined by the provider of the disability insurance in accordance with the applicable long term disability plan.

8. VACATION ENTITLEMENT

- 8.1 The Employee will receive a vacation entitlement of seven (7) weeks per calendar year. The Employee's vacation shall be taken at a mutually agreeable time and the Employee will provide the Board Chair reasonable advance notice of her vacation requests.
- 8.2 Carry-over of an unused portion of vacation entitlement from one calendar year to the next is discouraged, but carry-over may be permitted under special circumstances with the prior approval of the Board of Directors.
- 8.3 The Employee will participate in all the public holidays observed by the Corporation, which at the time of entering into this agreement consist of twelve (12) statutory holidays and two (2) floater holidays.

9. LIABILITY INSURANCE

- 9.1 Santé Manitouwadge Health shall insure the Employee under its general liability policy for all acts done by him in good faith and in the execution of her duties, throughout the term of her employment and any renewal thereof, and for circumstances where the Employee is specifically named in a lawsuit launched by a patient, member of the Medical Staff, or any other party where the Corporation is co-defendant.

10. CONFIDENTIALITY

- 10.1 The Parties acknowledge the confidential nature of this Agreement and hereby agree not to disclose its contents to any other party, except as may be required by law or to facilitate the administration of this Agreement.

- 10.2 It is recognized that in the performance of her duties, the Employee will acquire detailed and confidential knowledge of Corporate operations and other confidential documents and information. The Employee agrees and undertakes to not in any way use, disclose, divulge, furnish or make accessible to any person or entity, either during her employment or any time thereafter, any confidential knowledge, information or document relating to the affairs and operations of the Corporation, except as may be necessary in the proper discharge of her duties, as required by law, or with the prior written consent of the Board.
- 10.3 The Employee acknowledges that as a health care institution, the SMH and its staff have obligations to protect the privacy of the personal health information of its patients. The Employee agrees to comply with SMH's policies in respect of privacy and confidentiality.

11. EMPLOYER'S PROPERTY

- 11.1 The Employee acknowledges that all items of any and every nature or kind created or used by the Employee pursuant to her employment under this Agreement, or furnished by Santé Manitouswadge Health to the Employee, and all equipment, credit cards, books, records, reports, files, diskettes, manuals, literature, key fobs, ID cards, confidential information or other materials shall remain and be considered the exclusive property of the Corporation at all times and shall be surrendered to the Corporation upon the request of the Corporation, or in the absence of a request, on the cessation, termination or ending of the Employee's employment with Santé Manitouswadge Health unless otherwise agreed to in writing.

12. PARAGRAPH HEADINGS

- 12.1 All paragraph headings have been inserted herein for convenience of reference only and do not form part of the written Agreement.

13. BINDING EFFECT AND NON-ASSIGNMENT

- 13.1 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators and successors, and shall not be assignable.

14. AMENDMENT


- 14.1 Except where provided to the contrary in this Agreement, the terms and conditions of this Agreement may be amended at any time by mutual written agreement of the Parties.

15. INVALIDITY OF A PROVISION

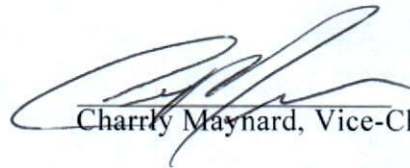
- 15.1 The invalidity of any particular provision of this Agreement shall not affect the validity of any other provision.

IN WITNESS WHEREOF the Parties have executed this Agreement on this 30th day of January 2024.

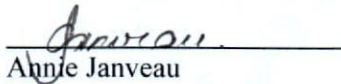
For Sante Manitouwadge Health:



Roland Smith, Chair



Charly Maynard, Vice-Chair



Annie Janveau