

**EMPLOYMENT AGREEMENT**  
THIS AGREEMENT is made this 28<sup>th</sup> day of October 2020

**BETWEEN:**  
Erie Shores HealthCare (ESHC)  
(Herein called the "Employer")

- And -

Misty Fortier  
(Herein called the "Employee")

**APPOINTMENT AND ACCEPTANCE**

1. Erie Shores HealthCare hereby appoints the Employee to the position of Director of Interprofessional Practice and Chief Nursing Executive and the Employee accepts this appointment and designation on the terms and conditions set forth in this agreement.

**TERM AND RENEWAL**

2. This agreement shall commence effective November 16, 2020 and shall continue until terminated by either party.

**EMPLOYMENT AND TITLES**

3. The Employer agrees to employ the Employee as its Director of Interprofessional Practice and Chief Nursing Executive, 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 CEO of the Employer and further detailed in the job description.

The Employee further agrees to fully, faithfully and to the best of her talents, experience and abilities, perform any and all lawful legal duties, responsibilities and other services necessary or appropriate to perform the functions of such position, and all duties and responsibilities assigned by Employer, at the sole discretion and direction of the Employer.

As Director/Chief Nursing Executive it is acknowledged that this position will include the carrying out of duties in the evening and weekends, as may be required from time to time in addition to regular business hours.

## COMPENSATION

4. During the term of this agreement, the Employee in full consideration for the services provided by her to ESHC, shall receive the following compensation:
- a. A base salary, payable biweekly, based upon 37.5 hours per week, at an annualized rate of **\$114,000.00** dollars less applicable deductions. This Base salary may increase over time as approved by ESHC's CEO contingent upon any applicable legislations of the day.
  - b. A Performance Incentive  
As determined by the Board in accordance with the *Broader Public Sector Accountability Act* (Ontario), the Chief Nursing Executive may be eligible to earn a performance payment of up to two percent (2%) of her annual base salary as a performance incentive. This performance incentive compensation will be included in the CNE's Healthcare of Ontario Pension Plan ("HOOP") pensionable earnings if permitted under the terms of the Plan.  
  
The determination of whether a performance incentive is paid shall be made by the Board and in recognition of the Hospital's achievement of the strategic goals, objectives and operational targets set annually by the Board.  
  
The Performance Incentive, if any, will be determined by the Board and paid by the Hospital for each fiscal year only after all of the data for the expired fiscal year necessary to review the goals, objectives and targets is available.  
  
The parties acknowledge that the payment of the performance incentive may be subject to legislative guidelines.
  - c. Vacation is provided on an unlimited basis as per the Hospital's "Paid Time off Policy". The employee is obligated to take a minimum of 3 weeks as per the policy and ESA provisions.
  - d. The Employee will be permitted to be absent with regular pay from the Hospital and the appropriate registration and expense costs associated with Hospital related seminars and or courses approved by the Employer.
  - e. Pension – the Employee is required to participate in HOOPP provided all applicable requirements are met.
  - f. Benefits - During the term of this agreement the Employee will, subject to her meeting the insurability and other applicable requirements, be entitled to participate in the benefits described in the Employer's Group Policy Benefits Program together with such enhancements or additional benefits as may be available. Employer will waive the usual enrollment waiting periods for

Employee, provided that the carrier will agree, and pay the entire cost of benefit premiums.

#### **REGULAR EXPENSES**

5. The employee shall be reimbursed for all reasonable travelling expenses within and outside of the LHIN 1 geographic area and other out of pocket expenses actually and properly incurred in connection with employment hereunder. For all such expenses the employee shall furnish to the Employer statements and vouchers as and when required by the Employer in accordance with Hospital policy.

#### **TERMINATION OF THIS AGREEMENT**

6. Notwithstanding anything in this agreement to the contrary, this Agreement shall terminate in the following circumstances or events:
  - a. Upon Death -This agreement shall end without notice or payment except for the Life Insurance provided under Group Life (Insurance) upon the death of the Employee.
  - b. By the Employer, in its absolute discretion for any reason by giving the Chief Nursing Executive prior notice in writing as follows: six (6) months during the initial year of this contract and thereafter, on each anniversary of the effective date of this contract, one (1) additional month for each year complete of service up to a maximum of twenty four (24) months' notice in total.

For the purposes of this agreement, cause includes but is not limited to the following:

- i. Any material breach by the Employee of the provisions of this agreement;
- ii. Any reason which would entitle the Employer at law to terminate the service of the Employee without either notice or pay in lieu of notice, including without limitation, serious misconduct, habitual neglect of duty, incompetence or conduct incompatible with her duties or conduct prejudicial to the Employer's business, or willful disobedience to the Employer's orders in a matter of substance;
- iii. Willful neglect of the duties, including compliance with applicable legislation, including but not limited to the Public Hospitals Act (Ontario);
- iv. Any serious misconduct of the Employee which in the opinion of the Employer brings the Employer into disrepute and seriously harms the reputation of the Employer; or

- v. Conviction of the Employee for a serious criminal offence punishable by indictment, where such cause for termination is not prohibited by law.
- c. The Employer may immediately terminate this Agreement without cause or reason, or for any reason whatsoever, at any time without prior notice, provided however, that in such event the Employer shall continue the Employee's salary (including pension and benefits, except Long Term Disability) pursuant to the provisions of the Employment Standards Act, as amended from time to time.

The parties understand and agree that the payment of pay in lieu of notice by the Employer to the Employee on termination of the Employee's employment shall not prevent the Employer for alleging cause for said termination.

- d. Upon Employee's resignation. If Employee wishes to resign from employment from ESHC, Employee agrees to provide ESHC with three (3) months written notice of resignation. ESHC shall be entitled to waive the notice of resignation in whole or in part upon paying the Employee her base salary (but no other benefits or amounts) to the effective date of her resignation, unless ESHC has just cause for termination, in which case such payment will not be required.

#### **GOVERNING LAW**

- 7. This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of Ontario and the parties irrevocably attorn to the courts of Ontario.

#### **NON-DISCLOSURE**

- 8. 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 or as required by law.

#### **ENTIRE AGREEMENT**

- 9. This agreement constitutes and expresses the whole agreement of the parties with respect to the employment of the Employee and supersedes all prior arrangements and understanding 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.

#### **SEVERABILITY**

- 10. Should any provisions of this agreement become invalid, illegal or not enforceable it shall be considered separate and several from the agreement and the remaining

provisions shall remain in force and binding upon the parties as though such provisions had not been included.

## **ENUREMENT**

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

## **EMPLOYER'S PROPERTY**

12. The Employee acknowledges that all items of any and every nature or kind created or used by the Employee pursuant to the Employee's employment under this agreement, or furnished by the Employer to the Employee, and all equipment, credit cards, books, records, reports, files, memory cards, flash drives, portable hard drives, 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 upon the request of the Employer, or in the absence of a request, on the cessation, termination or ending of the Employee's employment with the Employer.

## **NOTICES**

13. 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:           Misty Fortier

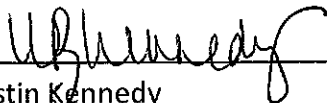
To the Employer:           Erie Shores HealthCare (Erie Shores HealthCare)  
194 Talbot Street West  
Leamington, ON   N8H 1N9

Or to such other addresses or individual as may be designated by notice by either party to the other. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if made or given by registered mail, on the second day, other than a Saturday, Sunday or statutory holiday in Ontario following a deposit thereof in the mail. If the party giving the Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery.

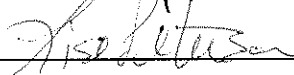
**INDEPENDENT LEGAL ADVICE**

14. The Employee acknowledges that he has read and understands this agreement and acknowledges that he has had the opportunity to obtain independent legal advice with respect to it.


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

By   
Kristin Kennedy  
CEO  
Erie Shores HealthCare


Date Oct 28, 2020

By 

Date Oct. 28, 2020

By   
Employee

Date October 27, 2020.

By   
Witness

Date Oct 27, 2020