

EMPLOYMENT AGREEMENT

This Agreement made this 14th day of September, 2018.

BETWEEN:

Queensway Carleton Hospital
(hereinafter called the "Hospital")

OF THE FIRST PART

- and -

Tim Pemberton
(hereinafter called the "Employee")

OF THE SECOND PART

1. Responsibilities

- 1.1 The Employee shall render services to the Hospital in the position of Vice President, Information Management and Chief Information Officer or such other job title as the parties may agree from time to time.
- 1.2 The Employee shall report to the President and Chief Executive Officer. The Employee will take direction from the President and Chief Executive Officer and he will be expected to fulfill the responsibilities established from time to time by the President and Chief Executive Officer. Further, the President and Chief Executive Officer may from time to time prescribe or modify duties and responsibilities, including portfolio changes.
- 1.3 The Employee will devote his full time and attention to the performance of his duties and faithfully, competently and diligently perform those duties and responsibilities. The Employee agrees to not accept additional duties or responsibilities outside of the Hospital without the prior consent of the President & Chief Executive Officer.

2. Compensation

- 2.1 Salary. The Employee shall receive a starting salary of \$181,806 per annum. The Hospital shall annually review the Employee's salary, benefits, vacation, and working conditions, taking into account the Employee's performance, the Hospital's compensation framework, and all governing regulations and Government directives. Any increase will not be effective unless it is in writing and signed by the President & Chief Executive Officer. It is understood that salary includes an amount of vacation pay and, accordingly, the vacation provided for in paragraph 3 shall be without loss of pay or reduction of salary.

- 2.2 **Professional Development.** The Hospital shall grant the Employee paid leave of up to two weeks per year to attend industry conferences and any meetings relating to professional organizations. The timing of such leaves shall be subject to pre-approval by the President and Chief Executive Officer. The Hospital will also reimburse the Employee for associated travel and other out-of-pocket expenses and fees which have been pre-approved by the President and Chief Executive Officer and comply with Hospital policy.
- 2.3 **Professional Associations.** The Hospital shall pay for memberships in professional organizations to an annual maximum of \$2,000.00, provided such memberships are pre-approved by the President & Chief Executive Officer.
- 2.4 Reimbursement for expenses reasonably and properly incurred by the Employee on behalf of or for the benefit of the Hospital in accordance with this contract and Hospital policy shall be paid by the Hospital, upon presentation of receipts to the President & Chief Executive Officer.

3 Vacation

- 3.1 The Employee is entitled to 7 weeks of vacation per year in the first year and in each subsequent year of the contract.
- 3.2 Vacation time may not be carried over into subsequent years but must be taken in the year in which it is earned, unless otherwise agreed to by the President & Chief Executive Officer.

4. Employee Benefit Plans

- 4.1 The Hospital shall pay its share of statutory benefits in accordance with Federal and Provincial legislation.
- 4.2 The Employee is entitled to participate in the group life insurance plan, health benefits plan, sick leave plan, long-term disability plan, pension plan and other benefits from time to time provided by or through the Hospital to its employees, and shall participate therein where his participation is or becomes obligatory and payable under the terms of the benefit plan. The Hospital shall ensure that the waiting periods for participation in each of the benefit plans are waived, where appropriate.
- 4.3 The Hospital shall pay the premiums for the benefit plans in which the Employee is enrolled, in accordance with the Hospital's policies.
- 4.4 The Hospital shall insure the Employee under its general liability policy for all acts done by him in good faith as Vice President, Information Management and Chief Information Officer.

5. **Resignation From Employment By Employee**

- 5.1 If the Employee wishes to resign from employment with the Hospital, the Employee agrees to provide the Hospital with a minimum of 8 weeks' written notice of resignation.
- 5.2 This Agreement shall be deemed to have been terminated in all respects on the last day of the notice period referred to in Article 5.1.

6. **Period of Employment**

- 6.1 Employment will commence on Oct 24th, 2018 and shall continue pursuant to paragraph 5 herein, or by the Hospital pursuant to paragraph 7 or 8 herein.

7. **Termination of Employment For Cause**

- 7.1 The parties understand and agree that this Agreement may be terminated by the Hospital for cause. If the Employee's employment is terminated by the Hospital for cause, the Employee will not be entitled to notice of termination, pay in lieu of notice or any benefits other than those prescribed by law.

8. **Termination of Employment Without Cause**

- 8.1 The Hospital may terminate the Employee's employment without cause at any time upon providing notice in writing as follows:
- 8.1.1 Six (6) months notice in writing if the notice is given during the first year of the Employee's employment.
- 8.1.2 Nine (9) months notice in writing if the notice is given during the first two years of the Employee's employment.
- 8.1.3 Twelve (12) months notice in writing if the notice is given during the third year of the Employee's employment or years thereafter.

If the Hospital terminates the Employee's employment, the Hospital shall provide the Employee with written notice of termination as outlined above, or payment of salary, or some combination of working notice and payment of salary equivalent to the notice outlined above in lieu thereof (referred to as the "Severance Period").

- 8.2 Save as provided in paragraph 8.1 or 8.5 hereof, no amount shall be payable to the Employee in the event of the termination of his employment. Payment to the Employee under the provisions of paragraph 8.1 or 8.5 hereof is inclusive of any other entitlements the Employee may have, whether contractual or otherwise, including without limitation termination pay or severance pay due to him under the *Employment Standards Act, 2000* and is in full and final settlement of all claims.

- 8.3 In the event of termination without cause under Section 8.1, the Hospital shall continue to maintain employee benefit plans described in Sections 4.1 to 4.4 herein until the earlier of the expired Severance Period or the date on which the Employee obtains alternative employment or becomes self-employed.
- 8.4 In the event of termination without cause under Section 8.1, the Hospital shall offer the Employee a professional outplacement program. Should the Employee choose not to accept the outplacement program offered, he shall not be entitled to any monetary consideration in lieu of the outplacement program offered.
- 8.5 If this Agreement is terminated and the Employee is entitled to receive notice or pay in lieu of notice under Section 8.1 and the Employee is subsequently re-employed or self-employed and is entitled to comparable compensation during the notice or pay in lieu of notice period, the Employee shall be paid one-half of the remaining value of the salary.

9. Notices

- 9.1 Any notice to be given to the Employee shall be delivered to the Employee personally or mailed by registered mail to the Employee's address last known to the Hospital.
- 9.2 Any notice to be given to the Hospital shall be mailed by registered mail to the Hospital at its address last known to the Employee.

10. Severability

- 10.1 In the event that any provision or part of this Agreement shall be deemed invalid by a Court the remaining provisions shall remain in effect.
- 10.2 The Hospital reserves the right from time to time and on more than one occasion to waive any of the obligations on the part of the Employee in this Agreement. No waiver by the Hospital of any breach of any of the conditions of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of any obligation.

11. Entire Agreement

- 11.1 This contract constitutes the entire Agreement between the parties and any previous agreements, written or oral, express or implied, relating to the employment and appointment of the Employee by the Hospital are terminated.

12. Amendment of the Agreement

12.1 Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect.

13. Headings

13.1 The headings used in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations to the Agreement.

14. Governing Law

14.1 This Agreement shall be construed in accordance with the laws of the Province of Ontario.

15. Independent Legal Advice

15.1 Each party has had the opportunity of obtaining independent legal advice and has read and understood the terms of this contract, and freely agrees to those terms.

16. Successors

16.1 This Agreement is binding on the Hospital and any successor to it.

17. Confidentiality

17.1 The Employee shall not at any time including after the termination of this Agreement, disclose information about the business of the Hospital acquired by the Employee if that disclosure is for his own benefit or for the detriment or intended detriment of the Hospital.

17.2 Any inventions, systems, and/or research developed by the Employee during the term of the Agreement related to his employment shall become the property of the Hospital.

18. Conflict of Interest

18.1 The Employee agrees that he will not engage in or become connected, in any capacity, with the promotion, undertaking or carrying on of any other business, undertaking or activity which is or may be against the interest of the Hospital, during the term of this employment, without the prior written consent of the Hospital. The Employee agrees that he will conduct himself at all times in a manner which will reflect well on his position and on the reputation of the Hospital in the community.

19. Arbitration

- 19.1 All questions, disputes or differences of opinions involving the interpretation, application, administration, or alleged violation of this Agreement including a question of whether a matter is arbitrable, shall be settled by arbitration in accordance with the *Arbitrations Act*, as amended from time to time, except as modified by the terms of this agreement.
- 19.2 The arbitration will take place in the City of Ottawa unless otherwise agreed by the parties. Each party may be represented by counsel at the arbitration.
- 19.3 The Arbitrator has the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief. The Arbitrator shall not make any decision which is inconsistent with the terms and conditions of this Agreement nor which serves to alter, modify or amend any part of this Agreement. The Arbitrator shall render a decision within ninety (90) days after his appointment as Arbitrator.
- 19.4 A party hereto (the "Submitting Party") that wishes to submit a question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of this Agreement to arbitration, shall set out in writing the facts, the provisions of the Agreement that require interpretation or that allegedly have been violated and the Submitting Party's position (the "Arbitration Submission") and shall deliver personally the Arbitration Submission to the other party hereto. Upon receipt of an Arbitration Submission, a party hereto shall set out in writing his or its position in relation to the Arbitration Submission (the "Response") and shall deliver personally the Response to the party who delivered the Arbitration Submission within fifteen (15) days of the receipt of the Arbitration Submission. The Arbitration Submission and the Response shall be provided to the Arbitrator.
- 19.5 An Arbitration Submission must be delivered within six (6) months of the event which gave rise to the Arbitration Submission or within six (6) months of the date the Submitting Party should have been aware of the event or relevant facts giving rise to the Arbitration Submission otherwise the Arbitration Submission is deemed to have been abandoned and shall be absolutely barred, unless the parties agree in writing to extend the time for delivery of the Arbitration Submission.
- 19.6 The Arbitration Submission shall be heard, determined and settled by one (1) arbitrator (the "Arbitrator"). The Arbitrator shall be appointed by the mutual written consent of the parties hereto within thirty (30) days of the delivery of the Arbitration Submission and failing such mutual written

consent either party may apply to a judge of the Ontario Court (General Division) for an order appointing an Arbitrator.

19.7 The final award of the Arbitrator shall be a condition precedent to an action in any court, and such award shall be final and binding on the parties with no appeal to any court. The parties hereby agree to carry out any decision or order of the Arbitrator in good faith.

19.8 The Arbitrator shall award costs, if appropriate, in accordance with the provision of the Rules of Civil Procedure and the tariff thereunder. Such costs may include the fee of the Arbitrator.

IN WITNESS WHEREOF the parties have set their hand and corporate seal, respectively, duly attested to by the proper signing officers on its behalf.

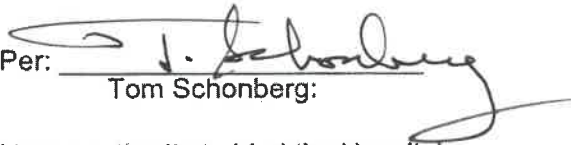
Dated at *Ottawa*, this *17th* day of September, 2018.

SIGNED, SEALED & DELIVERED
in the presence of





Queensway Carleton Hospital

Per: 
Tom Schonberg:

I have authority to bind the Hospital.


Tim Pemberton