



August 18, 2021

Kirsten Burgomaster

Dear Kirsten:

On behalf of Lakeridge Health it is my pleasure to offer you the position of Health System Executive, Regional and Community Care with Lakeridge Health. This letter agreement (the "Agreement") shall set forth our mutual understanding regarding your employment with Lakeridge pursuant to the mutual covenants and agreements contained below (the receipt and adequacy of which are acknowledged).

**Position and Term**

Your employment with Lakeridge Health in this position is effective June 23, 2021 and will continue indefinitely until terminated in accordance with the terms of this Agreement.

In this capacity, you will report directly to myself as the President and CEO. You understand and agree that a change in your reporting structure does not constitute a fundamental alteration to your employment or to this Agreement.

**Lakeridge Health is pleased to offer you a competitive and comprehensive compensation package which includes:**

**Compensation:**

Your base salary for this position is \$275 000 per annum, less applicable deductions (the "Annual Salary"). A pay-for-performance bonus of up to 2% will be assessed and paid out within four months of March 31 each year, subject to changes in legislation or organizational changes to executive pay structures.

**Vacation:**

You are entitled to six (6) weeks of paid vacation per year. You will accrue 8.654 hours per pay.

**Pension Plan:**

You will continue to participate in the Healthcare of Ontario Pension Plan (HOOPP) which is mandatory (and subject to the terms and conditions thereof).

### **Group Benefits:**

You will continue to be enrolled in our Executive extended health, dental and semi-private hospitalization plans in accordance with the terms of the plans (the contents or providers of which may be changed by the Hospital from time to time). These benefits are 100% Employer paid. The Hospital's only obligation is the payment of premiums and any dispute about the provision of any benefit is one directly between you and the benefits provider (IA Financial Group).

You will continue to participate in the Hospital's Disability Income Plan which is compulsory. This two-part plan consists of short term sick leave and long term disability. Sick leave benefits provide 100% of your regular earnings for up to 30 weeks. There is no cost to you for this benefit. The cost for the LTD benefit is shared between the Hospital and the employee with the employee responsible for 10% of the cost.

You will continue to participate in the Group Life Insurance and Accidental Death & Dismemberment Insurance (AD&D) plan. The cost of this benefit is 100% Hospital paid.

You continue to be entitled to a Health Spending Account of \$1,500 per year. The Health Spending Account replenishes each September.

### **Employee Assistance Program (EAP):**

Lakeridge Health provides free access to an exceptional Employee Assistance Program (EAP) offering confidential, voluntary counseling and referral service available to employees and their immediate family members.

### **Policies:**

It is a term and condition of your employment with Lakeridge that you agree to comply with the policies and procedures of Lakeridge, as may be amended from time to time by Lakeridge in its absolute discretion. Should there be any discrepancy or inconsistency between the terms of Lakeridge's policies and procedures, and this Agreement, the terms of this Agreement shall govern.

Should you require any disability-related accommodation in your employment, it will be provided in accordance with Lakeridge's policies and Lakeridge's obligations under the Ontario *Human Rights Code*, as amended from time to time, and the *Accessibility for Ontarians with Disabilities Act*, as amended from time to time.

You understand and agree that Lakeridge has the right to implement discipline short of termination, including a verbal or written warning and/or a suspension with or without pay, as determined necessary by Lakeridge in its sole discretion. You also agree the implementation of such discipline will not constitute a termination of employment under this Agreement.

You also understand and agree that Lakeridge has the right to implement a temporary layoff as business needs dictate and as permitted by the Ontario Employment Standards Act, 2000, as amended from time to time, and that such a temporary layoff does not constitute a termination of employment under this Agreement.

## **Confidentiality**

In the course of your employment you may become privy to information or documentation pertaining to confidential matters and you may be involved in processes in which confidential matters or incidents are discussed. In accordance with the Hospital's policy and the applicable legislation, you shall not at any time during the term of this Agreement or thereafter, without the consent of Lakeridge, disclose to any person any material confidential information obtained by you while employed by Lakeridge, the disclosure of which could be materially damaging to Lakeridge unless the disclosure of such information is required by law, or made in connection with the performance of your duties to Lakeridge. For the purposes of this Agreement, "confidential information" shall not include any information (i) known generally to the public; (ii) accessible to a third party on an unrestricted basis; or (iii) of the type not generally considered confidential by persons engaged in the same business or businesses similar to that conducted by Lakeridge.

## **Termination of Employment:**

### **a) With Cause**

Lakeridge has the right, at any time, to terminate your employment for cause. In the event your employment is terminated for cause, you shall be provided with any outstanding wages, vacation pay and any other minimum entitlement required by the Ontario *Employment Standards Act, 2000*, as amended from time to time, including any minimum amount of notice of termination (or termination pay), benefit continuation and severance pay (if applicable) that may be required by the Ontario *Employment Standards Act, 2000*, as amended from time to time. However, in this circumstance, you shall have no entitlement to notice of termination or pay in lieu thereof in excess of such minimum entitlements required by the Ontario *Employment Standards Act, 2000*, as amended from time to time.

### **b) Without Cause**

Lakeridge has the right, at any time, to terminate your employment in the absence of cause. In the event your employment is terminated without cause, Lakeridge's sole obligations shall be to:

- i. make the necessary premium contributions on your behalf so as to provide for your continued participation in the Company's benefit plans, where required to do so under the Ontario *Employment Standards Act, 2000*, as amended from time to time, and for such minimum amount of time as required under the Ontario *Employment Standards Act, 2000*, as amended from time to time;
- ii. provide you with such minimum working notice of termination, or pay in lieu thereof, as required by the Ontario *Employment Standards Act, 2000*, as amended from time to time (the "Statutory Notice");
- iii. provide you with an additional payment (the "Termination Payment") equal to 52 weeks (calculated on the Annual Salary) during the first full year of service, plus an additional 4 weeks (calculated on the Annual Salary) for each full year of completed service thereafter, to an aggregate maximum of 70 weeks. In no case shall the combined amount of the Statutory Notice and the Termination Payment exceed seventy-eight (78) weeks of notice or pay in lieu of notice (calculated on the Annual Salary). The Termination Payment is subject to the conditions set out below; and

- iv. pay to you any outstanding wages and vacation pay and provide you with any other additional minimum entitlement or payment required by the Ontario Employment Standards Act, 2000, as amended from time to time, that is not otherwise provided for in this Section.

The Termination Payment described in (b)(iii) above is conditional upon the following:

- a. it shall be paid out in bi-weekly installments, in accordance with Lakeridge's customary payroll practices;
- b. you diligently seek alternate employment following termination and immediately advise Lakeridge in the event you receive an offer of alternate employment. In the event you commence alternate employment prior to the cessation of the Termination Payment, Lakeridge's obligation to make the remaining payments shall cease immediately upon the commencement of such alternate employment and Lakeridge shall pay to you, by way of lump sum payment, one half of the remainder of the payments you would have received pursuant to this Section had you not commenced alternate employment (the "Mitigation Payment"). The Mitigation Payment will be subject to required withholding. For the purposes of this Section, "alternate employment" shall mean any gainful employment obtained by you, including entering into any business or undertaking with a view to earning any income, either individually or in any partnership or jointly in conjunction with any entity, as principal, agent, participant, shareholder, director, officer, employee, consultant or in any other manner, whether part-time, full-time or on a consulting or advisory basis. In no case shall the Mitigation Payment be less than the outstanding severance pay, if applicable, to which you are entitled pursuant to the Ontario *Employment Standards Act, 2000*, as amended from time to time, plus an additional payment of \$1500.00; and
- c. you execute and deliver to Lakeridge a full and final release in the form attached hereto as Schedule "A". Should you elect not to execute and deliver such release, you shall not receive the Termination Payment and shall instead receive only your minimum entitlements on termination (including the minimum notice of termination or pay in lieu of notice, benefit continuation, and severance pay, if applicable) required under the Ontario *Employment Standards Act, 2000*, as amended from time to time.

In the event your entitlements upon termination described in this Section are, or could be, less than your minimum entitlements owing upon termination of employment under the Ontario *Employment Standards Act, 2000*, as amended from time to time, you shall instead receive your minimum entitlements owing upon termination of employment under the Ontario *Employment Standards Act, 2000*, as amended from time to time, including any such entitlement to notice, severance pay and benefit continuation.

Further, you understand and agree that this provision shall apply to you throughout your employment with Lakeridge, regardless of its duration or any changes to your position or compensation.

### **c) Resignation**

If you voluntarily terminate your employment with Lakeridge, you agree to provide Lakeridge with ninety (90) days' notice of your resignation (the "Resignation Notice Period") in writing to the CEO. You

acknowledge that Lakeridge will suffer damages by your failure to provide at least the notice as required herein.

### **Company Property**

You agree, at Lakeridge's request at any time and from time to time during the term of your employment, and upon cessation of your employment for any reason, to deliver possession of all property, including but not limited to, documents or materials relating to Lakeridge's business and all evidence of or records relating to Lakeridge's customers, all of which property, documents, materials and/or customer and business records and other property shall be at all times property of Lakeridge. You also agree to delete any electronic copies of Company information on personal electronic devices on cessation of employment or upon request by Lakeridge.

### **General**

- a) In the event any of your entitlements under this Agreement are, or could be, less than your minimum entitlements owing under the Ontario *Employment Standards Act, 2000*, as amended from time to time, you shall instead receive your minimum entitlements owing under the Ontario *Employment Standards Act, 2000*, as amended from time to time.
- b) In the event the Ontario *Employment Standards Act, 2000*, as amended from time to time, is superseded or replaced by any other employment legislation that establishes minimum standards of employment, any reference to the Ontario *Employment Standards Act, 2000*, as amended from time to time, in this Agreement shall be deemed to be replaced with a reference to the relevant successor legislation.
- c) This Agreement shall inure to the benefit of and shall be binding upon your heirs, executors, administrators, successors and legal representatives, and shall inure to the benefit of and be binding upon Lakeridge and its successors and assigns. You may not assign this Agreement. You understand and agree Lakeridge may assign this Agreement at its sole discretion.
- d) This Agreement constitutes the complete understanding between you and Lakeridge with respect to your employment, and no statement, representation, warranty or covenant has been made by you or Lakeridge with respect to this Agreement except as expressly set forth herein. The parties have expressly contemplated whether there are any additional implied duties owed by Lakeridge to you, at common law or otherwise, outside the written terms of the Agreement or under statute and confirm that there are no such obligations. This Agreement shall not be altered, modified, amended or terminated unless evidenced in writing by Lakeridge.
- e) You agree you shall not, at any time during the term of this Agreement or thereafter, denigrate, through adverse or disparaging communication, written or oral, whether true or not, Lakeridge or any of its employees, officers or directors.
- f) A waiver by you or Lakeridge of any breach under this Agreement shall not constitute a waiver of any further breaches of this Agreement.
- g) This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the Province of Ontario. The parties expressly agree to attorn to the exclusive jurisdiction of the adjudicators, courts and tribunals in the Province of Ontario and that no action or claim may be commenced in any other jurisdiction in respect of this Agreement (including but not limited to

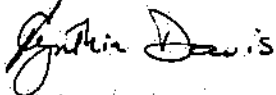
issues relating to its interpretation, application, enforcement or termination), the relationship between the parties or the cessation thereof.

- h) If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected by such invalidity.
- i) Notwithstanding the termination of this Agreement, you and Lakeridge shall remain bound by the provisions of this Agreement, which by their nature continue to apply.
- j) You acknowledge that you have been given the opportunity to obtain independent legal advice with respect to the nature and consequences of entering into this Agreement. By signing and accepting this Agreement, you acknowledge that Lakeridge has afforded you the opportunity to obtain independent legal advice in respect of this Agreement.

**Please review the contents of this offer carefully and confirm your acceptance of the terms and conditions of this offer by signing below and returning a fully signed copy to my attention.**

Congratulations on your new position and thank you for your continued dedication and contribution to Lakeridge Health. If you have any questions regarding this offer of employment, please contact me directly.

Sincerely,



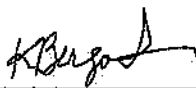
Cynthia Davis  
President and CEO

C: Human Resources File

#### **TO BE COMPLETED BY THE NEW EMPLOYEE**

By my signature below, I acknowledge that I have reviewed this agreement and agree to be bound by its terms. I specifically acknowledge I have reviewed and agree to the provisions that pertain to the termination of my employment with Lakeridge. I have received independent legal advice with respect to this Agreement or acknowledge I have had the opportunity to obtain such advice and have elected not to do so, freely and without duress. I also acknowledge this Agreement has been executed by me prior to commencing any work for Lakeridge. I also acknowledge this Agreement has been executed by me prior to receiving the consideration noted in this Agreement.

Signed: \_\_\_\_\_



Date: August 18, 2021