

EMPLOYMENT AGREEMENT

This Agreement is made the 17th day of December 2021, and amended April 1, 2023.

BETWEEN

Hotel-Dieu Grace Healthcare
(herein called the “Employer”)

OF THE FIRST PART

and

Biagio “Bill” Marra
(herein called the “Employee”)

OF THE SECOND PART

WHEREAS the Employer wishes to employ the Employee and the Employee wishes to be employed by the Employer in the capacity and upon the terms set forth in this Agreement;

THEREFORE IN CONSIDERATION of the respective promises and covenants contained herein the parties agree as follows:

1. EMPLOYMENT AND TITLES

- (a) Subject to the terms and conditions set out in this Agreement, the Employer agrees to employ the Employee as its President and Chief Executive Officer (“CEO”), and the Employee agrees to work for the Employer in such capacity and to perform such duties and exercise such powers as are commensurate with the position of CEO as outlined in the CEO Position Profile and/or as may be prescribed or specified from time to time by the Employer’s Board of Directors (the “Board”).
- (b) During the term of this Agreement, the Employee shall faithfully perform the assigned duties and apply his best efforts to promote the interests of the Employer.
- (c) The Employee shall be directly accountable to the Board in accordance with the Employer’s by-laws and applicable policies and procedures.
- (d) The Chair of the Board shall act as the Board’s central point of official communication with the CEO.

2. EXCLUSIVE SERVICE

The Employee shall devote the whole of his working time and attention to the business and affairs of the Employer and to his responsibilities as CEO and shall not, without the written consent of the Employer, engage either directly or indirectly in any other business or occupation of a permanent, temporary or part time nature.

3. NON-DISCLOSURE

The Employee shall not (either during the continuance of his 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 purpose of the Employer.

4. TERM OF EMPLOYMENT

This Agreement will be in the form of a continuous employment agreement commencing on January 1, 2022 and continuing subject to termination as set out in this Agreement.

5. PERFORMANCE REVIEWS

The Board shall conduct a performance review after six (6) months of the Employee being in the role of CEO and thereafter performance reviews shall be on an annual basis. The Employee's performance will be assessed against performance expectations detailed in the Employer's annual business plan prepared by the Employee and approved by the Board. The review process will also establish measurable individual performance expectations, including short term and long term objectives, for the Employee as identified by the Board in cooperation with the Employee. The performance expectations for the first year of the term of this Agreement will be mutually agreed upon within two (2) months of the Employee commencing employment.

6. COMPENSATION

- (a) The Employer shall pay to the Employee a base salary in the amount of \$359,000 (less applicable deductions) in accordance with the Employer's usual payroll practices.
- (b) The Employee's compensation will be reviewed in the semi-annual performance review and annual performance reviews referred to in Section 5 above. Future compensation increases effective from the end of each six month and each year evaluated, as the case may be, will be based on the performance review and will be assessed by the Employer in conjunction with the Employer's financial resources, the dictates (if any) of applicable legislation concerning executive compensation of the Broader Public Sector of Ontario, and the Employer's compensation policies and practices at that time.
- (c) The Employee shall be entitled to participate in the pay-for-performance and other provisions contained in the Employer's Executive Compensation Policy and Framework (the "Framework"). The Employer reserves the right to amend or revoke the Framework at any time. The parties further agree that if in future legislation mandates that the Employee's base salary or other compensation be reduced in order

to effect pay-for-performance or otherwise, the Employee's base salary may be reduced as required in order to comply with applicable legislation.

- (d) A complete review of the Employee's total compensation will be conducted at the end of five continuous years of service in the CEO role.

7. BENEFITS

- (a) During the term of this Agreement the Employee will, subject to meeting insurability and other applicable requirements, be entitled to participate in the benefits plans made available by the Employer to its Senior Leadership Team. The Employer will waive the usual enrollment waiting periods for the Employee, provided that the carrier will agree.
- (b) The Employee shall be eligible to participate in the Hospitals of Ontario Pension Plan (HOOP) in accordance with the terms and conditions of such plan, as amended from time to time.
- (c) The auditors will determine the amount, if any, to be shown on the Employee's T4 in respect of employment benefits received under this Agreement.

8. VACATION AND HOLIDAYS

- (a) The Employee shall be entitled to receive vacation in accordance with the Employer's Non-Union Vacation Policy for Full-Time Employees, as amended from time to time. If the Employer changes its Vacation Policy in future to provide for a defined vacation allocation, the Employee shall receive vacation entitlement that is no less than that granted to other executive employees.
- (b) The Employee agrees to submit requests for vacation leave exceeding one week in duration at least four weeks in advance. Vacation leave will not conflict with the Employee's work responsibilities.
- (c) The Employee will be entitled to such paid holidays (statutory holidays and floating holidays or personal paid days) as are allowable under the Employer's policies.

9. EXPENSES

- (a) The Employee shall be paid a monthly auto/travel allowance in the amount of \$750.00 for day-to-day travel within the geographic area for which the Windsor/Essex St. Clair LHIN is responsible required in performing his responsibilities as CEO.
- (b) The Employee shall be reimbursed for all reasonable traveling (other than for day-to-day travel) and other out-of-pocket expenses actually and properly incurred in connection with his employment. For all such expenses, the Employee shall furnish to the Employer statements and receipts as and when required by the Employer and in compliance with the Employer's policy.

- (c) The Employer shall make available a laptop computer and communication device to assist the Employee in discharging the Employee's duties.
- (d) As a condition of employment and in order to assist the Employee in effectively performing his job, the Employee shall, unless otherwise directed by the Board, be and remain registered with the Canadian College of Health Leaders for the duration of his employment. The Employer shall reimburse the Employee for the registration and other membership costs/fees associated with same.

10. NOTICE OF TERMINATION BY THE EMPLOYEE

The Employee may resign from his employment at any time provided the Employee gives the Employer one hundred and twenty (120) days' notice thereof in writing. The Employer may waive the notice in whole or in part but shall be required to continue providing the CEO with both his base salary and benefits for the full one hundred and twenty (120) days, except that if the insurer refuses to continue any benefit(s), the Employer shall continue such benefit(s) for only the minimum period required by the *Employment Standards Act, 2000*, and no payment in lieu of such benefit(s) will be provided thereafter.

11. TERMINATION OF EMPLOYMENT BY EMPLOYER

- (a) The Employer may terminate this Agreement at any time for just cause without payment of any compensation either by way of anticipated earnings or damages of any kind, save and except for any remuneration earned up to the date of such termination, and any other minimum entitlements required by the *Employment Standards Act, 2000*. Just cause, for the purposes of this Agreement, shall include the following:
 - (i) any material breach of the provisions of this Agreement;
 - (ii) any gross neglect of duty;
 - (iii) any willful act of dishonesty or willful neglect in performance of his duties;
 - (iv) disregarding or disobeying any reasonable resolution or direction of the Board;
 - (v) any conviction of the Employee of any indictable offence under the Criminal Code of Canada;
 - (vi) failure of the Employee to have disclosed or to disclose to the Employer, at the time of entering into this Agreement or thereafter, any material fact about himself which the Employee knew or ought to have known would tend to bring himself or the Employer into disrepute.

Failure by the Employer to rely on the provisions of this Section in any given instance or instances shall not constitute a precedent or be deemed a waiver.

- (b) In addition to the termination of this Agreement by written notice as provided in Sections 10 and 11(a) hereof, the Employer may terminate this Agreement at any time without just cause by a notice to the Employee in writing. Upon termination of this

Agreement with notice as provided in this Section (b), the Employer shall forthwith thereafter provide to the Employee the "termination amount" (less any applicable deductions). The "termination amount", for the purposes of this Section (b), shall be equivalent to the continuation of the Employee's base salary and benefits for eighteen (18) months. Such continuation shall be inclusive of the Employee's entitlements to termination pay and severance pay under the *Employment Standards Act, 2000*, and the Employee acknowledges that the continuation provided herein is a "greater right or benefit" over such entitlements. Notwithstanding the foregoing, in the event any insured benefits cannot be continued because of the refusal of the insurer to continue such benefits, the Employer shall be required to continue such benefit(s) for only the minimum period required by the *Employment Standards Act, 2000*, and no payment in lieu of such benefit(s) will be provided thereafter.

- (c) In any instance of salary continuance by the Employer to the Employee pursuant to Section (b) herein, the Employee agrees that the obligation of the Employer will be reduced to fifty percent (50%) of the remaining salary continuance due and payable to the Employee should the Employee obtain alternate employment prior to the end of the period of salary continuance. All benefits shall cease at that time, except if otherwise required to comply with the *Employment Standards Act, 2000*.
- (d) This Agreement shall end without notice upon the death of the Employee.
- (e) The parties confirm that the provisions contained in Sections 10 and 11 are fair and reasonable, and that the provisions in Sections 10 and 11 contain the entirety of the Employee's entitlements to notice of termination, pay in lieu of notice or severance on any cessation of the Employee's employment. Without limiting the generality of the foregoing, the parties explicitly agree that Sections 11(b) and (c) shall apply in the event of a constructive dismissal of the Employee's employment.

12. NON-SOLICITATION

The Employee shall not, while employed or for a period of one (1) year immediately following the cessation of the Employee's employment (regardless of the reason for the end of employment), directly or indirectly solicit or attempt to solicit the services of any employee of the Employer for any reason that may conflict with, replace or interfere with the contract between the Employer and such employee, nor take any steps or make an approach, either directly or indirectly, to any employee of the Employer that is calculated to or could reasonably be expected to cause such employee to reduce or cease his or her contractual relationship with or obligations to the Employer.

13. EMPLOYER'S PROPERTY

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, diskettes, 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.

14. NOTICES

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:

Bill Marra


To the Employer:

Chair of the Board of Directors
1453 Prince Rd.
Windsor, ON
N9C 3Z4

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 any 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 by shall be given by personal delivery.

15. GOVERNING LAW

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of Ontario.

16. EXEMPT AND SAVE HARMLESS

The Employer will exempt and save the Employee harmless from any liability arising within the scope and course of his employment and in the performance of his duties for the Employer, provided that the Employee was acting in good faith and in the best interests of the Employer. The Employer will assume all costs, legal fees and expenses arising from the defense of such actions.

17. ENTIRE AGREEMENT

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 understandings between them. The parties acknowledge and agree that there are no written or oral agreements, understandings or representations respecting the Employee's employment other than as contained herein or as contained in the Employer's policies and procedures. Any modification to this Agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

18. SEVERABILITY

Should any provision of this Agreement be invalid, illegal or not enforceable such provision 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 provision had not been included.

19. ENUREMENT

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

20. INDEPENDENT LEGAL ADVICE

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 above written.




Witness



Billio "Bill" Marra

Hotel-Dieu Grace Healthcare



Dr. Kenneth Blanchette
Board Chair



Witness