



PERSONAL & CONFIDENTIAL

October 25, 2021

Dr. Sheila Laredo



Dear Sheila:

Re: Employment Agreement

Welcome to the Heart of the East! We are happy you have chosen Michael Garron Hospital, a division of Toronto East Health Network ("MGH" or the "Hospital"), as the next step in your healthcare career. It is an exciting time to be joining our team as we move closer to the opening of our new eight storey Ken and Marilyn Thomson Patient Care Centre, a transformational project that will forever change the hospital and the care it provides to our community.

We are delighted to extend an offer of employment to the part time position of Chief of Staff with a 5-year term of employment of January 10, 2022 and concluding on January 9, 2027, This term is renewable for a second five-year term as determined by the Board of Directors of MGH»

This offer of employment is conditional on completion of references satisfactory to the Hospital, the further conditions set out herein and on Board of Directors approval,

The terms and conditions of your employment are outlined below. Your signature at the end of this document indicates your acceptance of the Hospital's offer on these terms and conditions.

POSITION AND DUTIES:

You will serve as the Chief of Staff and are accountable to the Board of Directors, You will be undertaking those duties described in the Public Hospitals Act, the TEHN Administrative and Medical/Professional Staff By-law and the position description. You agree that you will provide the services of a Chief of Staff for at least two and a half days (this is a FTE position) per week. The services you are providing are at the pleasure of the Board and will be subject to the renewal provisions and term limitations.

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defined in the By-law and be conditional upon you maintaining your clinical appointment to the medical staff at TEHN.

COMPENSATION:

Your annual base salary will be \$225,000 payable bi-weekly and with the potential to earn up to 15% of the base salary in a performance incentive bonus prorated for any partial annual periods, at the discretion of the Board of Directors, Details of the performance incentive plan and performance indicators on which the performance incentive bonus will be based will follow at a later date,

TEHN will reimburse you for the cost of professional development and attendance at relevant conferences with the prior approval of the Chair and submission of receipts. In addition, TEHN will reimburse you for membership up to two professional associations per year to a maximum of \$1 *200 with submission of receipts,

Executive compensation is subject to and may be amended pursuant to all current and future applicable legislation and directives, including but not limited to the Excellent Care for All Act, 2010, the Broader Public Sector Accountability Act, 2010, the Broader Public Sector Executive Compensation Act, 2014 and any compensation frameworks established or created pursuant to the Broader Public Sector Executive Compensation Act, 2014 and O. Reg. 406/18 thereunder. The Board of Directors at their discretion may consider any appropriate increases to your compensation should there be a material change to the BPSECA during the term of this contract.

BENEFITS & PENSION:

You will be eligible to enrol in our extended health benefits package effective your first day of employment

You will also be able to enrol in the Healthcare of Ontario Pension Plan (HQOPP) effective your first day of employment,

VACATION:

Your vacation entitlement will equal six (6) weeks of vacation per year to be taken at a mutually agreeable time with the President and CEO.

OUTSIDE ACTIVITIES & CONFLICT OF INTEREST:

During the term of this Agreement you may not, without the prior written consent of the Board, directly or indirectly as principal agent, shareholder, partner, employee or other engage in or be interested in any other business that will require your attendance or



attention during the Hospital's business hours or that is or may be contrary to the interest of, or in competition with, the Hospital or be negatively perceived as such. You are required to disclose any perceived or actual conflicts of interest you may have with the Hospital,

CONFIDENTIALITY:

You shall not disclose or use either during or after your employment with the Hospital any secret or confidential information, or information which in good faith and good conscience ought to be treated as confidential relating to the Hospital, its employees or its patients without the prior written consent of the Hospital and in adherence with the Personal Health Information Protection Act.

TERMINATION:

While it may be difficult to consider issues relating to termination at the start of your employment at Michael Garron Hospital ("MGH"), a division of Toronto East Health Network, we believe that it is important to outline our termination policy and agree upon your entitlements. Your employment is scheduled to end on January 9, 2027 with no further entitlements, unless renewed for a second term by the Board.

Should your employment end prior to that date the following would apply: You will receive your salary up to your last day of employment, MGH shall comply with all requirements under the Employment Standards Act, 2000 as amended or replaced (the "Act") in respect of the termination of your employment (including, without limitation, all Act requirements in respect of notice, termination and severance pay, wages, benefits and vacation pay), Group benefits and participation in any pension/retirement plans will continue during any period required under the Act, but not beyond such period, except as specifically set out below, You agree that the above requirements fully satisfy MGH's obligations to you pursuant to the Act in respect of the termination of your employment and, except as specifically set out below, you will not be entitled to further notice of termination or severance pay under common law or contract.

Should you decide to terminate your employment with MGH prior to January 9th 2027* the Board Chair will require written notice 3 months in advance of your planned termination date.

CONDITIONAL ENHANCED SEVERANCE:

So long as your employment is not terminated with MGH will supplement your entitlements under the Act by ensuring that you are provided a total of 12 month's



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notice, or pay in lieu of notice. For greater certainty, your notice or pay in lieu of notice shall include your base salary, benefits, employer pension contributions and performance incentive with your performance incentive bonus calculated based on the performance incentive bonus you earned in the previous annual period, You shall also receive payment of your pro-rated performance incentive bonus accrued to the date of termination and any outstanding performance incentive bonus owed to you for the annual period preceding the date of termination. For greater certainty, any supplemental notice or any pay in lieu of notice includes, and is not in addition to, your entitlements under the Act. Any supplemental amounts that MGH pays you in lieu of notice that exceed your Act entitlements may be paid by way of salary continuation and are conditional upon you signing a release form satisfactory to MGH.

This termination section shall continue to apply notwithstanding any changes hereafter to the terms of your employment, including, but not limited your job title, duties and responsibilities, reporting structure, compensation or benefits. You and MGH intend to and will comply with all requirements of under the Act, This termination section shall therefore be interpreted and administered to comply with the Act,

SEVERABILITY:

In the event that any provision of this Agreement is determined to be void or unenforceable in full or in part, it shall not be deemed to effect or impair the validity of any other provision.

Accessibility for Ontarians with Disabilities Act (AODA): MGH has an accommodation process in place and provides accommodation for employees with disabilities. If you require a specific accommodation because of a disability or a medical need) please contact Phillip Kotanidise Chief Human Resources Officer at ext.6326 so that arrangements can be made for the appropriate accommodation to be in place.

On acceptance of this offer of employment, please contact Human Resources, at (416) 469-6580 ext, 6323 or recruitment@tehn.ca to complete your pre-employment documentation, Due to the COVID-19 pandemic, we are offering a virtual orientation. Our Learning Management System (Learn) will send you an email with your login details. The curriculum must be completed within your first week of employment

This offer of employment is conditional upon the results of a criminal record check to which you have signed consent It is further understood that continued employment with the Hospital is contingent on the outcome of subsequent criminal record usually every three years. If a criminal record check reveals that you have a criminal record for

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which a pardon has not been granted this offer of employment may be rescinded ort if your employment has already commenced before we receive the results of your criminal record check, your employment may be terminated for just cause. Furthermore, should your criminal record status change subsequent to your commencement of employment with MGH, it is the Hospital's expectation and your duty to immediately notify Human Resources of this change, Failure to do so may result in termination for just cause.

This offer is conditional upon successful completion of the following legislated health requirements. Under the Public Hospitals Act Regulation 965, Section 4(1)(e), MGH is required to ensure that every hospital staff member undergo a health assessment and provide medical documentation in accordance with the legislation, Additionallyt every staff member is required to provide record of Covid-19 Immunization, or acceptable documentation of vaccine contraindication. The health and safety of the MGH Community is very important; in keeping with this core principle, you must have your attending healthcare provider. or walk in clinic complete Form 1 and 2 (attached).The completed forms must be submitted to Occupational Health & Safety either by fax to 416469-6098 or email to immunization@tehn.cathree (3) business days (or earlier) prior to your start date of employment.

If you find the terms of this offer acceptable please sign below to indicate that you accept this offer of employment and return a signed copy to Sarah Downey, President and CEO within the next three (3) business days, either by email, mail, in person or fax (416) 469-6559, and retain a copy for your records,

The Board Administration and Medical and Professional Staff are looking forward to working with you in your role as Chief of Staff, We welcome you to the Hospital and took forward to a mutually beneficial relationship.

Yours very truly,



John Tobin
Board Chair

Michael Garron Hospital, a division of Toronto East Health Network



Acceptance:

I, Dr. Sheila Laredo have read and understood the Employment Agreement and have had the opportunity to obtain independent legal advice regarding this Employment Agreement, I accept this offer of employment in accordance with all the terms and conditions described in this letter. I confirm that this agreement constitutes the entire agreement between Michael Garron Hospital, a division of Toronto East Health Network and myself, and that any previous agreements, written or oral, express or implied, relating to my employment are hereby void, By signing this offer, I acknowledge that I shall observe all existing and future Hospital Rules, Regulations and Policies,

Signature

Oct 25, 2021
Date

c: Human Resources Occupational Health & Safety