



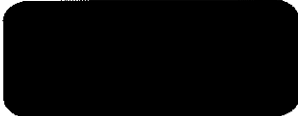
HOSPITAL

TORONTO EAST HEALTH NETWORK

PERSONAL & CONFIDENTIAL

July 23, 2021

Mikki Layton



Dear Mikki

Re: Employment Agreement

We are delighted to confirm that you have been successful in your application to the position of Chief Nursing Executive with the Michael Garron Hospital ("MGH" or the "Hospital"), a division of Toronto East Health Network. You will be reporting directly to Sarah Downey, President and CEO. You will transition from your interim role effective August 2, 2021.

The terms and conditions of your employment are outlined below. Your signature in the space provided on page 3 indicates your acceptance of the Hospital's offer on these terms and conditions.

1. **DUTIES:** As the Chief Nursing Executive; you shall perform your duties and responsibilities faithfully and devote every effort and attention during your working hours to the business of the hospital.
2. **COMPENSATION:** MGH will provide you with an annual base salary of \$196,500, payable bi-weekly. All compensation will be subject to relevant legislation and deductions. Additionally, there is an Executive Incentive Program ("EIP") at MGH to incent and reward exemplary performance as measured against key Hospital Quality targets. However, please note that both executive base salary and any EIP is subject to all applicable wage restraint legislation and/or prescribed compensation framework. Currently, there is a freeze on both executive base salaries and EIPs. Should this change, you would be entitled to the established executive compensation entitlements.
3. **BENEFITS:** You will continue to have access to Benefits and Long Term Disability.
4. **VACATION:** Your vacation entitlement will continue to accrue monthly at your current rate of vacation accrual. Upon the termination of your employment for any reason, a deduction from your wages will be made for any unearned vacation previously taken or payment made for any earned vacation not previously taken.
5. **PENSION:** You will continue to participate in the Hospital of Ontario Pension Plan (HOOPP).
6. **OUTSIDE ACTIVITIES & CONFLICT OF INTEREST:** During the term of this Agreement you may not, without the prior written consent of the Hospital, 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



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TORONTO EAST HEALTH NETWORK

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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.

7. **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.

8. **PROBATIONARY STATUS:** Your employment includes a probationary period of six (6) months. During your probationary period, your performance and suitability will be monitored and evaluated by the CEO.

9. **TERMINATION:** While it may be difficult to consider issues relating to termination at the commencement of your new role as the Chief Nursing Executive, we believe that it is important to outline our termination policy and agree upon your entitlements. You will receive your salary and any accrued and unused Vacation pay up to your last day of employment. MGH may terminate your employment by complying with all requirements under 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. You agree that the requirements under the Act fully satisfy MGH's obligations to you 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.

CONDITIONAL ENHANCED SEVERANCE: so long as your employment is not terminated for cause, MGH will supplement your entitlements under the Act by ensuring that you are provided a total of two (2) weeks' notice, or pay in lieu of notice, per year of completed service, pro-rated for partial years, subject to a minimum of two (2) weeks' notice or pay in lieu of notice and a maximum of fifty-two (52) weeks' notice or pay in lieu of notice. 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 ESA 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 to, 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.

10. **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.

If you find the terms of this offer acceptable, please sign two (2) copies in the space provided. One copy must be returned prior to your start date to the Human Resources Department. Please retain the second copy for your own records.



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We look forward to a mutually beneficial relationship.

Yours very truly,



Sarah Downey

President and CEO

MICHAEL GARRON HOSPITAL, a division of Toronto East Health Network

Acceptance:

I Mikki Layton, have read and understood the Employment Agreement and have had the opportunity to obtain 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.



July 23, 2021

Signature

Date

Date

cc: Human Resources

MICHAEL
GARRON
HOSPITAL
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