

EMPLOYMENT AGREEMENT

BETWEEN

**Religious Hospitallers of Saint Joseph of the Hotel Dieu of Kingston
(Hereinafter referred to as "the Employer")**

AND

**Dr. David Pichora
(Hereinafter referred to as "the Employee")**

RESPONSIBILITIES

1. The Employee shall render services to the Employer in the position of Chief Executive Officer. The Employer understands that the Employee will continue to practice as a physician.
2. The Employee shall perform, to the best of his ability and capability, the duties and responsibilities of the position as set out in the job description for the position as revised from time to time, as required by the Employer's policies and procedures, rules and regulations, and as requested by the Employer.
3. The Employer agrees not to substantially alter the duties and responsibilities of the position, if such alteration would have the effect of a demotion of the Employee, or a reduction in wages and benefits, without the written consent of the Employee.

SALARY

4. The Employee shall receive \$223,801.50 annually as a salary for the position of Chief Executive Officer. The salary shall be paid in twenty-six equal payments on a bi-weekly basis.
5. The Employer shall annually review the Employee's salary, performance and working conditions, taking into account the Employee's submissions. Any increase will not be effective unless it is in writing and signed by the appropriate person.
6. The Employer agrees to provide a pay for performance program, which will comprise an additional payment of up to 15% annually provided certain performance objectives are met. The assessment of these performance objectives will be carried out once per year by no later than February 28 for the period ending December 31 of the previous year. At the same time, new objectives for the next year shall be formulated in consultation with the Employee. In the final 3 months of this contract the Pay for Performance benefits of the preceding year will be extended on a pro rata basis.
7. The employer agrees to provide an additional salary on a deferred basis. The deferred salary will be accounted for and reported on in each year. Following the end of the Employee's employment with the Employer, the Employer agrees to continue the Employee's pay (\$223,801.50) for a one-year period. In the event that this employment contract is terminated early, for any reason, prior to the full term (March 31, 2020), this deferred salary will be prorated at \$3,730.03 for each month worked from the start of the contract to the early termination date. This deferred salary amount is due independent of any severance payments which may be required as described in paragraphs 20 through 23. The deferred salary shall be paid out no earlier than the Employee's final day of work and

DR. DAVID PICHORA AND RELIGIOUS HOSPITALLERS
OF THE HOTEL DIEU OF KINGSTON Page 2

no later than January 5 of the third year following the Employee's last day of work as directed in writing by the Employee.

8. The deferred salary specified in paragraph 7 shall be paid in addition to the one-year deferred salary of \$200,000 earned in the Employee's previous term.

VACATION

9. The Employee shall be entitled to six (6) weeks of vacation with pay. The Employee will begin accruing vacation at the appropriate rate effective his date of hire and the accrued vacation will be credited to his vacation bank on June 1 of each year. Vacation must be taken in accordance with the Employer's Vacation Policy. Banked vacation time in excess of the Employer's policy remaining in the Employee's vacation bank at the end of the vacation year shall be forfeited, unless unusual circumstances exist and the Employee receives an exemption in writing from the Hospital

EMPLOYEE BENEFIT PLANS

10. The Employer shall pay its share of statutory benefits in accordance with Federal and Provincial legislation. Except as provided elsewhere in this Agreement, the Employee shall be enrolled in the benefit plans offered by the Employer to full-time, non-union management employees effective from the date of hire and the Employee shall contribute his share of premiums for the benefit plans in which he is enrolled.
11. The Employer shall pay its share of premiums for the benefit plans in which the Employee is enrolled, in accordance with the Employer's policies covering full-time non-union management employees
12. The Employer agrees to reimburse the Employee's travel costs in accordance with the Employer's travel policy.

ALLOWANCES AND EXPENSE REIMBURSEMENT

13. The Employee will be reimbursed for the cost of his membership in the University Club (currently \$230 per year) on the understanding that such membership will be used to advance the Employer's interests.
14. The Employee shall be reimbursed for reasonable expenses incurred in carrying out his duties.

PERIOD OF EMPLOYMENT

15. For the purposes of this Agreement, the Employee's period of employment as Chief Executive Officer shall be deemed to have commenced on April 1, 2015 and will continue for an second term to expire on March 31, 2020. This term may be renewed for a further period upon agreement of the parties. In the event that the term is not renewed, this contract shall serve as notice of termination on March 31, 2020 and no further payment in lieu of notice or severance pay shall be due to the Employee.

TERMINATION OF EMPLOYMENT FOR CAUSE

16. The parties understand and agree that this Agreement may be terminated by the Employer for cause.
17. In the event of termination for cause, the Employer shall pay to the Employee any vacation pay and accrued vacation pay the Employee is entitled to in accordance with Employer policy.

RESIGNATION FROM EMPLOYMENT BY EMPLOYEE

18. If the Employee wishes to resign from employment with the Employer, the Employee agrees to provide the Employer with a minimum of three (3) month's written notice of resignation.
19. This Agreement shall be deemed to have terminated in all respects on the last day of the notice period referred to in paragraph 17.

TERMINATION OF EMPLOYMENT WITHOUT CAUSE

20. In the event of termination without cause prior to the end of the contract, the Employer shall provide eighteen (18) months notice or pay to the Employee a lump sum payment less statutory deductions in lieu of such notice. This amount is independent of any deferred salary owing, as described in paragraph 7.
21. Upon receiving notice of termination without cause under paragraph 19, the Employee may, by giving two week's written notice, require that pay in lieu of notice be provided by the Employer to the Employee for all or any part of the remaining notice period.
22. In the event of termination without cause, the Employer shall pay to the Employee any vacation pay and accrued vacation pay the Employee is entitled to in accordance with Employer policy.
23. In the event of a termination without cause, the Employee agrees that the payments described in paragraph 19, 20 and 21 above are inclusive and exhaustive of all claims and entitlements to pay, payments required pursuant to the Employment Standards Act, the Human Rights Code and all other employment-related statutes or laws. In the event of termination without cause and in consideration of the payments described in paragraph 19 and 20 above, the Employee agrees to release and foreverdischarges the Employer, its officers, directors and employees from any and all actions or claims arising out of his employment or the termination of his employment.

NOTICES

24. 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 Employer.
25. Any notice to be given to the Employer shall be delivered to the Board Chair personally or mailed by registered mail to the Employer address.

INDEMNIFICATION

26. The Employer hereby indemnifies the Employee from any and all claims or actions brought by any party in relation to his duties as Chief Executive Officer. Further, the Employer agrees to pay any fees, penalties or awards in relation to such claims or actions.

SEVERABILITY

27. In the event that a court deems any provision or part of this Agreement invalid, the remaining provisions shall remain in effect.

RESERVATION BY EMPLOYER

28. The Employer reserves the right from time to time and on more than one occasion to waive any obligations of the Employee under this Agreement. No waiver by the Employer of any breach of any of the conditions of this Agreement by the Employee shall constitute a waiver of any prior, concurrent or subsequent breach of any obligation by the Employee.

ENTIRE AGREEMENT

29. 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 Employer are terminated.

AMENDMENT OF THE AGREEMENT

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

HEADINGS

31. 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 this Agreement.

GOVERNING LAW

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

INDEPENDENT LEGAL ADVICE

33. 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.

SUCCESSORS

34. This Agreement is binding on the Employer and any successor to it whatsoever.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

35. The Employee shall not at any time, including after the termination of this Agreement, disclose information about the business of the Employer acquired while an employee if that disclosure is for his own benefit or may operate or does, in fact, operate to the detriment of the Employer whether such detriment is intended by the Employee or not.
36. Any inventions, systems, and/or research developed by the Employee specifically arising from and directly related to his duties as Chief Executive Officer during the term of the Agreement shall become the property of the Employer. All other such inventions, systems, and/or research will be governed by his existing agreement with Queen's University.

For the Employer

Dr. Robert Stewart, President

Date

Sherri McCullough, Chair, Board of Directors

Date

The Employee

Dr. David Pichora

Date

In the presence of

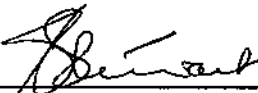
Witness

Date

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

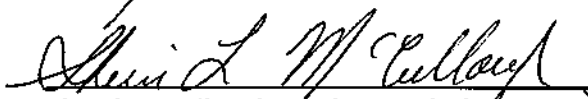
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For the Employer



Dr. Robert Stewart, President

2015/3/4
Date



Sherri McCullough, Chair, Board of Directors

2015/2/27
Date

The Employee



Dr. David Pichora

2015/2/27
Date

In the presence of



Witness

2015.02.27
Date