

EMPLOYMENT AGREEMENT

THIS AGREEMENT effective the 6th day of January, 2020.

BETWEEN:

WINNIPEG REGIONAL HEALTH AUTHORITY,
a corporation without share capital established and amalgamated pursuant to
The Regional Health Authorities Act,
(C.C.S.M. c. R34 – the “Act”) and a regulation thereunder
(the “Employer”)

and

Vickie Kaminski
("Kaminski")

WHEREAS the Employer desires to offer Kaminski the position of President and Chief Executive Officer (together “CEO”) of the Employer;

AND WHEREAS Kaminski represents and warrants that she has the skill, ability and knowledge to fulfill the duties and responsibilities of the Employer’s CEO as set out hereinafter;

AND WHEREAS Kaminski has agreed to become the CEO and to relocate to Winnipeg to perform the duties of CEO on the terms and conditions set out in this contract;

AND WHEREAS at the time of signing this Agreement, the Province of Manitoba is undergoing a health care transformation designed to add greater role clarity, strengthened collaborative relationships and accountabilities among the Government, its various departments and agencies, Shared Health Inc. (“Shared Health”), Regional Health Authorities, and other health organizations and agencies (collectively the “Provincial Transformation Plan”);

AND WHEREAS the Provincial Transformation Plan is expected to result in services currently delivered by the Employer, as well as hospital facilities, including the Health Sciences Centre, being transferred out of the Employer to Shared Health or any successor entity of any such entities as may exist or be created from time to time (the “Transfers”);

AND WHEREAS the parties acknowledge and expect that as a result of the Provincial Transformation Plan and the Transfers, the activities, budget, programs and staffing within the Employer will become reduced and that the Employer's role will become narrowly focused on delivering services within an integrated health system;

AND WHEREAS it is expected that the Provincial Transformation Plan will require the active support, cooperation and leadership of Kaminski and that Kaminski will, as a key aspect of the CEO's responsibilities, take all necessary steps within the Employer's structure to implement the Provincial Transformation Plan and the Transfers, and that such arrangements will have an consequential impact on the CEO's responsibilities.

NOW THEREFORE the parties hereby agree as follows:

1. The Preamble forms part of this Agreement.

Appointment, Term and Duties

2. Kaminski's employment as President and Chief Executive Officer pursuant to this Agreement shall be for a period of 18 months, commencing on January 6, 2020 (the "Term"). The Term may be extended by a further six (6) months, subject to mutual agreement of the parties in writing. This extension must be exercised a minimum of three (3) months prior to the expiry of the initial Term.
3. Kaminski shall be employed as CEO (the "Position") for the term, pursuant to Section 21(1) of the Act and this Agreement, unless her employment is terminated earlier in accordance with this Agreement.
4. Kaminski shall be employed in a fiduciary capacity and as such shall owe fiduciary duties to the Employer arising from her employment, while this Agreement is in force and following its termination regardless of the reason for termination.
5. Kaminski shall faithfully and to the best of her ability, perform all duties and responsibilities that may be required pursuant to Section 21(2) of the Act and to provide leadership to the Employer in carrying out its responsibilities under Section 23(2) of the Act, or such successor legislation as may be enacted from time to time. In the sole

discretion of the Employer the responsibilities of the CEO may be modified from time to time in a manner consistent with the Provincial Transformation Plan, the Transfers, the Act, the Employer's By-laws and Policy statements, together with any special assignments by the Board of Directors (the "Board"), and any and all other lawful instructions and duties as the Employer may from time to time reasonably require. For purposes of illustration only, a CEO profile as at date of execution is attached as Schedule "A" to this Agreement.

6. Kaminski shall report to the Board and shall be subject to the Board's ongoing direction and control.

7. Kaminski shall throughout the Term of this Agreement devote her full time, energy and attention to the Position and the Duties and shall not, without the consent in writing of the Employer, undertake any other position, business or occupation or become a director, officer, employee or agent of any other organization, company, firm or individual, except she may continue as sole proprietor of VK Health Systems Consulting and this business will remain dormant during the term of this Agreement.

Relocation and Residence

8. During the Term Kaminski shall take up residency within the Census Metropolitan Area of the City of Winnipeg. For clarity, Kaminski agrees to relocate to and reside within Winnipeg on or before January 6, 2020.

9. The Employer recognizes this is a hard to recruit position and as such agrees to reimburse Kaminski for reasonable moving expenses in accordance with the WRHA Regional Policy 20.30.110 – Relocation Expenses (the "Relocation Policy"). However, the maximum reimbursement to Kaminski for relocation expenses shall be \$30,000.00. Kaminski acknowledges that prior to signing this Agreement she reviewed the Relocation Policy and undertakes to adhere to the requirements of the policy to receive any reimbursement pursuant to this Agreement.

10. Should Kaminski's employment be terminated prior to the end of the initial 18 month term for any reason, including her death and including but not limited to reasons stipulated in this Agreement, the Executive agrees to repay to the Employer a pro-rated portion of the Relocation Reimbursement.

Remuneration

11. The Employer will pay Kaminski, for all services rendered by her as CEO, an annual gross salary of \$350,000.00 (the "Salary").
12. Any increases to the Salary during the term of this Agreement are subject to applicable legislation, provincial policies, and directives.
13. Salary and benefits payable to Kaminski pursuant in this Agreement are subject to:
 - (a) all withholdings required by law or governmental authorization, requirement or order; and
 - (b) deductions required by participation in any Employer benefit programs.
14. In addition to the Salary, the Employer will provide a vehicle allowance to Kaminski in the amount of \$1,000.00 each month for the duration of the Term. The amount shall be paid in equal installments, and shall be treated as a taxable benefit to Kaminski. Kaminski shall be responsible for paying all license, insurance, repairs (other than collision), and maintenance and operational expenses in respect of the vehicle. Any and all mileage and parking costs incurred by Kaminski shall be reimbursed by the Employer in accordance with the Employer's policies applicable to its senior management employees from time to time.
15. Kaminski will be reimbursed for reasonable business expenses not specifically addressed in this Agreement in accordance with the Employer's policies as they may exist from time to time.

Employment Status

16. Kaminski acknowledges and agrees that her employment with the Employer will cease upon expiry of the term this Agreement, the extension of the term of this Agreement or early termination of this Agreement in accordance with paragraphs 25 or 26. The parties agree that the Employer is under no obligation to make available to Kaminski an alternate position upon termination of this Agreement.

Benefits

17. Kaminski shall be entitled to a vacation accrual rate of six (6) weeks paid per year, to be taken at a time to be mutually agreed upon with the Employer. The Employer's vacation year is each year from April 1st to March 31st (a "Vacation Year"). Any carry-over of paid vacation from one Vacation Year to another must first be approved by the Chair of the Board.

18. As this Agreement begins in the middle of a Vacation Year, the parties expressly agree to the following:

- a) Kaminski will have a pro-rated entitlement of paid vacation for use during the current Vacation Year (2019-2020);
- b) Kaminski will have the benefit of a full vacation allotment of six (6) weeks for use during the 2020-2021 vacation year; and
- c) During the 2020-2021 Vacation Year and any Vacation Year thereafter, Kaminski will accrue in accordance with paragraph 17 and the WRHA policies – that being accrual in one Vacation Year for use in the next Vacation Year.

19. In lieu of overtime for extra hours worked, Kaminski shall receive five (5) days paid discretionary leave time in each of the Employer's fiscal years, pro-rated for the current Vacation Year. Discretionary Leave shall be taken at such time as shall mutually be agreed between the parties, and may not be carried over into the next Vacation Year. In accordance with WRHA policy, Kaminski shall not be entitled to pay in lieu of any unused Discretionary Leave time.

20. The parties acknowledge that Kaminski may be asked to provide limited services to the Employer prior to the start of this Agreement. Kaminski shall be entitled to paid lieu time of up to five (5) days equal to the amount of time Kaminski has provided services to the Employer before January 6, 2020. The Board will be entitled to approve the amount of lieu time before it is taken by Kaminski.

21. Kaminski will not be entitled to participate in any Employer pension plan otherwise available to WRHA employees. In lieu of same, the Employer shall contribute an amount calculated as 7% of the Salary (the "Retirement Contribution") in each year to the Executive's individual pension plan ("IPP"), Registered Retirement Savings Plan ("RRSP"), or like vehicle, as directed by Kaminski. The Employer shall bear no cost associated with setting up, administering and maintaining Kaminski's IPP or RRSP. The Employer's sole responsibility is to provide the Retirement Contribution as described herein.

22. Kaminski shall be entitled to participate in the health benefit plan available from time to time to non-unionized senior management employees of the Employer, on the same basis as such other non-unionized senior management employees.

Professional Responsibility and Conflict of Interest

23. Kaminski shall:

- (a) conduct herself in a manner that is mindful of public scrutiny and that maintains public confidence;
- (b) conduct herself in practice and in the spirit of the expectations of the most senior leader of the Employer and in accordance with the fiduciary responsibilities associated with the Position;
- (c) comply, in practice and in the spirit of any and all conflict of interest and related policies of the Employer including but not limited to the policies listed in Schedule "B" hereof, as amended and supplemented from time to time ("Conflict of Interest Policies");
- (d) ensure that all express and implied requirements and the intent of the Conflict of Interest Policies are respected, maintained and upheld;

- (e) immediately disclose to the Board information concerning any actual, potential or perceived conflict of interest as defined and implied in the Conflict of Interest Policies; and
- (f) abide by any decision and direction of the Board of Directors in consequence of a disclosure as contemplated hereof.

Confidential Information

24. Kaminski acknowledges that:

- (a) in the course of carrying out, performing and fulfilling her responsibilities to the Employer, she will have access to and be entrusted with detailed confidential information, including but not limited to personal health information, the business and affairs of the Employer and related matters arising from the Employer's relations with the Province of Manitoba, the health care facilities, agencies and programs within the Employer's governance, regulatory structure and funding relationships (collectively the "Facilities"), employees and patients/residents/clients, contemplated contracts and the policies used by the Employer (collectively the "Confidential Information");
- (b) the disclosure of any Confidential Information would be highly detrimental to the interests of many individuals and entities;
- (c) the right to maintain the confidentiality of the Confidential Information constitutes a proprietary right that the Employer is entitled to protect;
- (d) she will not, either while this Agreement is in effect or at any time thereafter, disclose any Confidential Information to any person, nor shall she use the same for any purpose other than the purposes of the Employer, or as required by law;
- (e) notwithstanding sub-clauses (a) through (d), Kaminski may, during the Term, disclose Confidential Information as is reasonable for the performance and fulfillment of her responsibilities herein to any person in the employ of the Employer or the Facilities, and to any department or agency of the Government of Manitoba, as permitted by any applicable laws.

Termination

25. The Employer may, at any time and in its complete discretion, terminate the employment of Kaminski for cause. Such action shall become effective upon written notice to Kaminski or at such later time as may be specified in said notice. Upon such termination and subject to the provisions of this Agreement, all rights, duties and obligations of both parties pursuant to this Agreement shall cease and Kaminski shall not perform any Duties nor attend to any of the Facilities except for the provision of health services. Any compensation payable pursuant to this clause shall be limited to payment of accrued vacation credits.

26. The Employer may terminate this Agreement and therefore Kaminski's employment at any time prior to the expiry of the Term of this Agreement without cause by providing, in its sole discretion, one month working notice or payment equivalent to one month Salary (the "Termination Payment"). If this Agreement terminates based on the expiry of the term in paragraph 2, no Termination Payment is owed to Kaminski.

27. The parties acknowledge:

- (a) the matters referred to herein regarding the Provincial Transformation Plan and the Transfers; and
- (b) based on paragraph 5 herein the responsibilities of CEO may, in the sole discretion of the Employer, be modified from time to time.

The Employee specifically waives any claim of constructive dismissal or any other legal remedies in respect of any and all effects, impacts or changes to the responsibilities of the Position based on the Provincial Transformation Plan or Transfers and acknowledges that any legal entitlement with respect thereto shall be determined solely pursuant to paragraph 26 of this Agreement.

28. Should Kaminski wish to terminate her employment and this Agreement prior to the expiry of the Term, Kaminski shall give the Chair of the Board three (3) months working notice of her desire to do so. In its sole discretion, the Employer may elect to waive working notice and instead pay to Kaminski the lesser of:

- a) The Termination Payment pursuant to this Agreement; or

- b) a lump sum equivalent of the applicable number of months remaining of required working notice provided by Kaminski.

29. In this clause "incapacity" means any mental or physical illness or condition rendering Kaminski incapable of performing substantially all of the services referred to herein for a period of three (3) consecutive months. In the event Kaminski becomes incapacitated, the Employer may, in its sole discretion, terminate the employment of Kaminski and upon payment in lieu of notice in an amount equal to the lesser of:

- (a) Salary during the period between the date Kaminski becomes incapacitated and the date Kaminski begins to receive benefits under any benefit program of which Kaminski is a member; and
- (b) one (1) month Salary.

30. The payments set forth in this Agreement constitute Kaminski's sole and entire entitlement in the event of the termination of Kaminski's employment with the Employer, and are in satisfaction of any statutory or common law obligation to provide or pay to Kaminski any statutory, liquidated, general, punitive or exemplary damages, notice of termination or pay in lieu thereof. Upon termination of this Agreement and the employment of Kaminski, Kaminski shall have no further or additional claim against the Employer for damages or any other relief arising out of or in respect of this Agreement, her employment, or the termination of this Agreement and her employment, or as required by law. Upon receipt of any compensation pursuant to this Agreement, Kaminski shall execute a formal release, with confidentiality requirements, in favor of the Employer in a form provided by the Employer.

31. Upon expiry or termination of this Agreement and the Employment of Kaminski for any reason, Kaminski shall:

- (a) immediately deliver to the Employer any and all equipment, original, copy and electronic format books, reports, documents, effects, money, securities and any other property of the Employer, and all property entrusted by others to the Employer which remain in Kaminski's possession, charge, control or custody; and

- (b) resign any position as an officer or director of the Employer or its related corporations, associations or affiliates.

General

32. Any notice required or permitted pursuant to the terms of this Agreement shall be in writing and shall be sufficiently given if delivered by either Kaminski or the Employer c/o its Board of Directors personally, electronically or mailed by registered mail, postage pre-paid and addressed to Kaminski or the Employer at her or its last known address.

33. This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Manitoba and the laws of Canada as the case requires.

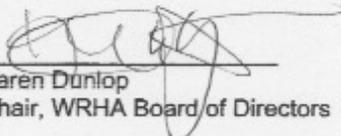
34. Kaminski recognizes and expressly acknowledges that the Employer would be subject to irreparable harm should any of the provisions of paragraphs 23 or 24 be infringed, or should any of Kaminski's obligations thereunder be breached, and that damages alone will be an inadequate remedy for any breach or violation thereof and that the Employer, in addition to all other remedies, shall be entitled as a matter of right to equitable relief, including specific performance or temporary, interlocutory or permanent injunction to restrain such breach.

35. It is expressly agreed that the Preamble and the provisions of paragraphs 4, 16 and 23-36 (inclusive) shall survive the termination of this Agreement and the termination of Kaminski's employment.

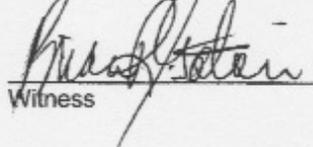
36. This Agreement and any documents incorporated by reference constitutes the entire agreement between the parties.

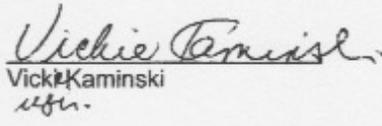
IN WITNESS WHEREOF this Agreement is executed as of the date first above written.

WINNIPEG REGIONAL HEALTH AUTHORITY

Per: 
Karen Dunlop
Chair, WRHA Board of Directors

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:


Witness


Vicki Kaminski

Schedule “A”

WRHA CEO PROFILE

The WRHA’s President and CEO (the “CEO”) is the most senior executive in the WRHA and is accountable for the overall strategic and operational leadership and performance of the WRHA. This person is a very visible leader of the largest Service Delivery Organization in Manitoba and must provide exemplary leadership commensurate with that role. Reporting directly to the WRHA Board of Directors, the CEO is expected to:

- Lead the completion of Phase 2 of *Healing our Health System* changes including, but not limited to, the Access Block, Physician and Nursing Stabilization Projects and to integrate this into regular operations;
- Lead the WRHA through its future role as a Service Delivery Organization (SDO) and support changes in the health care system consistent with the Health Transformation plan for the Health System in Manitoba. ;
- Participate and provide leadership input into the Transformation Leadership Team (TLT) who is leading Transformation activities in the Provincial Health System and ensure alignment with the WRHA’s SDO role.
- Lead the WRHA so that it can meet or exceed the national average in key performance areas such emergency department wait times, in-patient length of stay, and achieve substantial improvement in the remaining indicators in the Health System Performance report as published annually by the Canadian Institute for Health Information;
- Lead the WRHA in an integrated and aligned manner in accordance with provincial goals and objectives and to comply with any accountability agreement(s) mandate letters and other obligations in place from time to time between the SDO and the Government of Manitoba.
- Communicate effectively and work collaboratively with all healthcare, partners and stakeholders, including Manitoba Health Seniors and Active Living and other governmental bodies as appropriate;
- Communicate with and engage patients, families and staff, physicians and service providers in an organization characterized by respect, alignment, efficiency, patient safety, change continuous improvement and a Just Culture;
- Provide leadership around evolving the Provincial Quality and Learning framework that will be led and coordinated by Shared Health under transformation but implemented by the SDO. The President and CEO will have a significant opportunity to contribute to the provincial model to support quality improvement. Represent the WRHA and be the most senior public spokesperson for the WRHA;
- Under *The Regional Health Authorities Act* or the proposed Health System Governance and Accountability Act. (Bill 10) and any other related legislation and

policies, lead the WRHA in the development of an annual Regional Health Plan, or its equivalent as required under the relevant legislation, designed to meet the needs of the WRHA's patients and community;

- Develop an annual plan that includes goals, priorities and performance indicators and an Operating Plan with an integrated budget and risk plan, monitor and evaluate performance;
- Ensure that effective staff and physician engagement and involvement strategies are developed and integrated in the region's operating plan.
- Provide leadership around community engagement strategies including our effort to address TRC calls to action.
- Assess and develop capacity and capability, establish clear expectations, coach and mentor the WRHA Executive and clinical Leaders;
- Stabilize operations, partnerships and workforce including nurses and physicians;
- Lead and facilitate effective organizational governance between the Board, Executive, partner organizations and government; and
- Support the Board Chair in fulfilling the responsibilities of that office.

(November 2019)

Schedule “B”

WRHA CONFLICT OF INTEREST POLICIES (Clause 6)

- WRHA Regional Conflict of Interest Policy
- WRHA Regional Industry Relationships Policy
- WRHA Relocation Expenses Policy

(November, 2019)