

## EMPLOYMENT AGREEMENT

This Agreement made this 15th day of April 2021

**BETWEEN:**

**WINNIPEG REGIONAL HEALTH AUTHORITY**

A corporation without share capita established and amalgamated pursuant to  
*The Regional Health Authorities Act,*  
(C.C.S.M. c. R.34 – the "Act") and a regulation thereunder  
(hereinafter called "the Employer")

-and-

**Mr. Mounir (Mike) Nader**  
(hereinafter called "Nader")

**WHEREAS** the Employer desires to offer to Nader employment as Chief Executive Officer of the Employer;

**WHEREAS** Nader has agreed to become the Chief Executive Officer of the Employer as aforesaid on the terms and conditions hereinafter set forth;

**WHEREAS** the Employer and Nader recognize that this Agreement supersedes any previous Employment Contract;

**NOW THEREFORE THIS AGREEMENT WITNESETH**, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. APPOINTMENT AND DUTIES**

- 1.1 Nader's employment as Chief Executive Officer pursuant to this agreement shall be for a period of seven (7) years, commencing on May 17, 2021 ("Commencement Date") and terminate May 16, 2028 (the "Term"). For the period between May 17, 2021 and June 30, 2021 inclusive, Nader shall work a 0.5 FTE for the Employer. Thereafter and for the duration of the Term, commencing July 1, 2021, Nader shall be required to work on a full-time (1.0 FTE) basis for the Employer. Should Nader's performance remain favourable, discussions will take place 12 months prior to the termination date, between Nader and the Employer, relating to the possible extension of this agreement.
- 1.2 Nader will, at all times, faithfully and to the best of his ability, perform all duties that may be required by virtue of the position of Chief Executive Officer and all duties in connection with such position as set forth in the official position description, (which duties and responsibilities may be modified from time to time in a manner consistent for such position) and in the Employer's By-Laws and Policy statements, together with any special duties or projects assigned by the Board of Directors of the Employer (the

"Board"), and all other lawful instructions and duties as the Employer may from time to time reasonably require. In carrying out such duties, Nader will be accountable to the Board.

- 1.3 Nader throughout the Term (as hereinafter defined), shall devote his full time and attention to the business affairs of the Employer and any of its subsidiaries and shall not, without the consent in the writing of the Employer undertake any other business or occupation or become a director, officer, employee or agent of any other company; firm or individual. For greater certainty, the parties have agreed that Nader may perform the duties or activities associated with his participation as an Accreditation Canada Surveyor during the Term of this Agreement for which he is provided compensatory time off in accordance with Clause 4.3 below. It is understood Nader's participation in these activities or duties does not constitute a violation of this clause. Further, the parties agree that for the period between May 17, 2021 and June 30, 2021, inclusive, Nader may perform duties for his previous employer outside of his 0.5 FTE commitment to the Employer as set out in Clause 1.1 and the performance of these duties during this period shall not constitute a violation of this clause.
- 1.4 The foregoing provisions (1.3) shall not prevent Nader from participating in civic and charitable activities which do not interfere with Nader's duties and obligations hereunder and which are not in conflict with the interests of the Employer.
- 1.5 Nader shall receive a one-time payment in the amount of \$50,000.00 (Fifty Thousand Dollars) to assist in his geographical relocation, as a contribution towards expenses reasonably associated with the move to Winnipeg to begin employment with the Employer, for temporary accommodations and moving (the "Relocation Reimbursement"). Nader shall retain receipts associated with the Relocation Reimbursement and Nader acknowledges that prior to signing, he will review WRHA Regional Policy 20.30.110, and undertakes to adhere to such policy as a condition of receiving the Relocation Reimbursement. The parties agree that the Relocation Reimbursement expenses will be limited to those expenses set out in the Policy or such other reasonable expenses as may be mutually agreed upon between Nader and the Employer. Should the Nader's employment end prior to three years from signing pursuant to clause 7.3 of this Agreement, Nader agrees to repay to the Employer a pro-rated portion of the Relocation Reimbursement. Should Nader's employment be terminated without cause in accordance with clause 7.2 of this Agreement at any time during the Term, there shall be no repayment obligation with respect to the Relocation Reimbursement.

## 2. RECOGNITION OF SERVICE

- 2.1 For purposes under this Agreement, Nader shall be deemed to have been employed by the Employer since May 17, 2021.

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### 3. REMUNERATION

- 3.1 The Employer will pay Nader, for all services rendered by him as Chief Executive Officer, and Nader agrees to accept as full compensation therefore, during each year of his employment with the Employer (or pro rata for any part of the year or based on his 0.5 FTE as set out in Clause 1.1) an annual salary of \$321,523 in accordance with the provincially mandated CEO salary scale.
- 3.2 Increases to annual compensation shall be subject to Provincial policies and directives, as approved by the Minister of Health, on executive compensation.
- 3.3 The remuneration and benefits payable to Nader pursuant to items contained in the Employment Agreement are subject to all withholdings required by any law, regulation or governmental authorization, requirement or order and any deductions required by Nader's participation in any of the benefit programs herein.
- 3.4 The Employer will provide a vehicle allowance to Nader in the amount of \$1,250.00 each month for the duration of the Term.
- 3.5 The Employer shall pay for any and all fees, dues, assessments levied to Nader associated with his membership in related professional organization(s) to a maximum of \$2,500.00 per year.
- 3.6 Nader shall attend such courses, seminars, conferences, classes and/or continuing education as Nader feels is reasonably required to maintain and enhance his qualifications at the Chief Executive Officer and he shall in his sole discretion determine which of such courses, seminars, conferences, classes and/or continuing education he shall attend. Nader will be reimbursed for all costs and expenses including fees, travel and accommodation and incidental expenses associated with his attendance at such courses, seminars, conference, classes and/or continuing education in accordance with Employer's policy governing reimbursement or expenses. Any cost for such professional development will be to a maximum of \$7,500.00 per year and will be subject to provincial directives on out-of-province travel.
- 3.7 When conducting business as the Chief Executive Officer with client(s) reimbursement of reasonable business expenses will be based on actual original receipts and subject to applicable Employer policies and directives.

### 4. BENEFITS

- 4.1 In each year of the Term, Nader shall be entitled to six (6) weeks paid vacation, to be taken at a time to be mutually agreed upon with the Employer. Any carry-over of vacation from one vacation year to another must first be approved by the Chairperson of the Board.

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- 4.2 In lieu of overtime, Nader will receive an additional five (5) days of paid discretionary leave time in each vacation year in addition to regular earned vacation referred to in 4.1, to be taken at such time as mutually agreed upon with the Employer and may not be carried over into the next vacation year.
- 4.3 Nader will receive an additional five (5) paid compensatory days in each vacation year to participate as an Accreditation Canada surveyor, not to be carried over.
- 4.4 Nader will accrue income protection as per the Employer's policies.
- 4.5 Nader shall be entitled to health and pension benefits, on a contributory basis, as contained in Healthcare Employees Benefit Plan (HEBP) or any successors thereto, in accordance with the terms and conditions of the Plan, including established contribution rates as set out in the Plan texts and the applicable written policies and procedures. In addition to enrollment in HEBP, seven thousand (\$7,000) dollars annually will be contributed by WRHA to the CEO's individual health benefits plan.
- 4.6 Nader shall be entitled to Pre-retirement Leave in accordance with the Employer's policies, as they may be amended from time to time. Any Pre-retirement Leave to which Nader may be entitled will be calculated in accordance with Clause 2.1.
- 4.7 Nader shall be entitled to recognized holidays including New Year's Day, Louis Riel Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday (Terry Fox Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other statutory holidays declared by provincial authority.

## 5. CODE OF ETHICS AND CONFLICT OF INTEREST

- 5.1 Nader agrees with the Employer that he will, for the Term:
- a) comply with the code of Ethics and any Conflict of Interest policies of the Employer and all other policies and directives relating to other areas of professional or employment responsibilities as may be established from time to time and ensure that the requirement and intent of the Code of Ethics and all policies and directives are maintained and upheld; and
  - b) disclose to the Chairperson of the Employer, information concerning any interest, direct or indirect, of Nader or any member of his immediate family in any business that is reasonable know to Nader to sell or otherwise provide products or services to the Employer, its facilities, subsidiaries or its or their suppliers; and
  - c) abide by any decision and direction of the Board of Directors in consequence of a disclosure as contemplated in clause b) above.

## 6. CONFIDENTIAL INFORMATION

85

- 6.1 Nader acknowledges that in the course of carrying out, performing and fulfilling his responsibilities to the Employer, he will have access to and be entrusted with detailed confidential information, including but not limited to personal health information, information concerning the business and affairs of the Employer and related matters arising from the Employer's relations with the Province of Manitoba, the Employer's health care facilities, agencies and services within the Employer's governance, regulatory structure and funding relationships (the "Facilities") and the employees and patients/residents/clients of the Facilities, contemplated contracts and the policies used by the Employer (collectively the "Confidential Information") and that the disclosure of such Confidential Information would be highly detrimental to the best interests of the Employer, its subsidiaries and Facilities. Nader acknowledges and agrees that the right to maintain the confidentiality of such Confidential Information constitutes a proprietary right which the Employer, its subsidiaries and the Facilities are entitled to protect. Accordingly, Nader covenants and agrees with the Employer that he will not, either during the term of his employment with the Employer or at any time thereafter, disclose any of such Confidential Information to any person, nor shall he use the same for any purpose other than the purposes of the Employer, its subsidiaries, the Government of Manitoba or the Facilities, or as required by law. Notwithstanding the foregoing, Nader may, during the term of his employment with the Employer, disclose such Confidential Information as is reasonable for the performance and fulfillment of his responsibilities herein, to any person in the employ of the Employer, the Government of Manitoba, the Employer's subsidiaries, the Facilities or any department or agency of the Government of Manitoba, as permitted by any applicable law.

## 7. TERMINATION

- 7.1 Termination With Cause: The Employer may, at any time and in its complete discretion, terminate the employment of Nader for cause. Such action shall become effective upon written notice to Nader 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 Nader shall not be required to perform any duties for the Employer or attend to the Employer's facilities or sites. Where Nader is terminated for cause, any compensation payable pursuant to this clause shall be limited to payment of accrued vacation credits and the parties acknowledge and agree that there will be no further payout to Nader.
- 7.2 Termination Without Cause: The Employer may terminate this Agreement, and therefore Nader's employment, at any time prior to the expiry of this Agreement, without cause and by payment of the following:
- 7.2.1 Nader's then annual salary for the month in which his duties are terminated;  
and
- 7.2.2 The equivalent of twelve (12) months' salary at his then current rate.

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- 7.3 Termination by Nader Notwithstanding any other provision to the contrary, Nader shall give the Chairperson of the Board three (3) months notice if he wishes to terminate his employment with the Employer during the first eighty one (81) months of the Term and notice equivalent to the unexpired balance of the Term for the last three (3) months of the Term, which notice may be waived by the Employer, at its option, in whole or in part without payment of any salary in lieu of notice by the Employer.
- 7.4 Disability: In the event Nader becomes physically or mentally disabled, and for the purposes of this Agreement a mental or physical disability shall mean any mental or physical illness or condition rendering Nader incapable of performing for the Employer substantially all of the services referred to herein for the period of six (6) consecutive months, the Employer may, in its sole discretion, terminate the employment of Nader without just cause and upon payment in lieu of notice in accordance with the provisions outlined in 7.2. Nothing herein, including any termination of employment, shall disentitle Nader from any rights or benefits to which Nader may be entitled pursuant to any disability benefit program of the Employer in effect at the time of the occurrence of such disability.
- 7.5 General: Upon termination of this Agreement and the employment of Nader whether upon notice or otherwise, and upon payment of any required severance payments, Nader shall have no claim against the Employer for damages or any other relief arising out of or in respect of this Agreement, his employment, or the termination of this Agreement and his employment except for payment of any benefits or remuneration owed to Nader to the effective date of termination or as required by statute and any amounts payable pursuant to the section.

Nader upon receipt of the aforesaid severance payments, shall execute a formal release which expressly releases the Employer, its directors, officers, agents, members, successors and assigns from any and all actions, cause of action, claims, demands, or whatever nature arising out of or in any way connection with his employment or the termination of this Agreement and his employment except claims to enforce the matters referred to in this section.

Upon any termination of the Agreement for any reason whatsoever, Nader will immediately deliver to the Employer all electronic equipment, books, reports, documents, effects, money, securities or other property belonging to the employer and all property for which the Employer is liable to others which are in the Nader's possession, charge, control or custody and resign any position as an officer or director of the Employer or it's related corporations, subsidiaries, associations or affiliates.

## 8. GENERAL

- 8.1 Any notice required or permitted pursuant to the terms of this Agreement shall be in writing and shall be sufficiently given if delivered to Nader by the Employer personally or mailed by registered mail, postage pre-paid and addressed to Nader at his last known address. Any such notice given by Nader to the Employer shall be in writing and shall be sufficiently given if delivered by hand to the Chair of the Board of Directors

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or if mailed by registered mail, postage pre-paid and addressed to the Chair of the Board of Directors.

- 8.2 Nader recognizes and expressly acknowledges that the Employer would be subject to irreparable harm should any of the provisions of Clauses 5 and 6 be infringed or should any of Nader's obligations thereunder be breached, and that damages alone will be an inadequate remedy for any breach of 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 a temporary, interlocutory or permanent injunction to restrain such breach.
- 8.3 This Agreement (and the documents incorporated by reference herein) constitute the entire agreement between the parties and supersedes any and all previous representations and agreements, either oral or written, between the parties with respect to the subject matter hereof. It does not negate any implied duties or obligations that exist under common law which are not superseded by the express terms of this Agreement.
- 8.4 This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Manitoba.

**9. ENTIRE AGREEMENT**

This Agreement contains the entire Employment Agreement between the Parties hereto and all previous negotiations, understandings and agreement whether verbal or written with any matters herein referred to.

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

**WINNIPEG REGIONAL HEALTH AUTHORITY**

Per: \_\_\_\_\_

*Goldman*  
Chairperson of the Winnipeg Regional  
Health Authority Board of Directors

*April 27/21*

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

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Christina Swadlow Nader

Witness

Christina Swadlow Nader

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Mounir (Mike) Nader

Mounir (Mike) Nader

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