

Katie Hogue



Dear Katie,

We are delighted to confirm a conditional offer of employment at Kemptville District Hospital (the "Hospital") and to provide you with the key terms and conditions of your employment as outlined below.

Position: Vice President Nursing/Clinical Services/Chief Nursing Executive

Department: Executive Administration

Reporting To: Frank Vassallo, CEO

Status: Permanent Full-Time

Start Date: August 19, 2024

Affiliation: Non-Union Executive

Salary: \$172,655

# Mandatory Training:

Please note that this offer of employment is conditional upon completion of **mandatory training**. Newly hired employees must complete all the designated mandatory on-line training modules **prior to your first day of work**.

# Criminal Records Check:

Please note that this offer of employment is conditional upon presentation of an original copy of a satisfactory Criminal Records Check, completed within the last six (6) months. The Criminal Records Check must be presented to Human Resources on or <u>before</u> your first day of work. You will be responsible for the cost of obtaining this from the Police Station and any additional costs that may be required by them to validate your identity.

# Health Appraisal and Immunization Status:

You must undergo a Health Assessment with the Hospital's Occupational Health Services Department within three weeks of your hire date. This assessment will include a review of your current immunization status and ensure compliance with the provincial

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communicable disease protocols. Under the *Public Hospitals Act* this health assessment **must** be completed or you may not be eligible to continue in employment.

If your immunization status is not in compliance with the current Ontario Hospital Association/Ontario Medical Association Communicable Disease Surveillance Protocols, you will have a period of 3 weeks to provide proof of compliance. Following this three-week period, you will **not** be permitted to commence or continue employment with the Hospital until such time as you provide proof of compliance.

## Proof of COVID-19 Vaccination:

As a condition of employment or privileges, absent a valid medical contraindication or other reasonable consideration pursuant to the Ontario *Human Rights Code*, all new Staff shall be required to provide proof to the Hospital's Occupational Health and Safety Department that they are fully vaccinated against COVID-19 with three (3) doses prior to their start date. This shall be part of their Initial Health Assessment. The Hospital reserves the right to rescind an offer of employment or privileges should a candidate fail to comply with this mandatory condition. Please contact Debbie Allingham, our Occupational Health Nurse at your earliest convenience at dallingham@kdh.on.ca or (613) 258-6133 ext. 200 to book your appointment. She will require the completed medical questionnaire form that can be found in your New Hire Packet as well as proof of immunization and COVID-19 vaccination.

# Wage Rate(s):

Your annual compensation will consist of \$172,655 base salary, which is the top step on the salary grid for your position. Future annual adjustments to the Employee's compensation will be made at the Hospital's discretion, and subject to and in compliance with relevant legislation. You will also have 3% of your base salary withheld as an annual Performance Incentive. This amount will be based on the Hospital's Quality Improvement Plan and any other indicators set by the Board of Directors from time to time. Consistent with the Healthcare of Ontario Pension Plan, this amount is pensionable.

Direct Banking: Salary paid bi-weekly by direct deposit, less all usual and necessary deductions and withholdings, to the financial institution of your choice.

# Vacation:You are entitled to take four (4) weeks' vacation; hours accrue on a bi-weekly basis.Scheduling for vacation leave shall be mutually agreed between you and the CEO.

Sick Benefit: In compliance with the Ontario Hospital Association's Hospital of Ontario Disability Insurance Program (HOODIP) 1992, you will be eligible for sick benefits effective November 19, 2024. The amount of sick pay you receive will be determined by the length of your service up to the first day of absence according to the following service schedule:

> Continuous employment for at least 3 months Continuous employment for at least 1 year Continuous employment for at least 2 years Continuous employment for at least 3 years Continuous employment for at least 4 years

- 66 2/3% of earnings

- 70% of earnings
- 80% of earnings
- 90% of earnings
- 100% of earnings

#### **College of Nurses of Ontario:**

By signing this Agreement, you are representing to the Hospital that you are a member in good standing of the College of Nurses of Ontario, and that you are duly qualified and licensed to practice as a Registered Nurse in the Province of Ontario and that you shall remain so throughout your employment with the Hospital. You agree that you will abide by all legislation, professional standards, Codes of Ethics and guidelines applicable to members of the College of Nurses of Ontario.

#### **Reimbursement for Expenses:**

Reimbursement for expenses reasonably and properly incurred by you in the course of your duties on behalf of or for the benefit of the Hospital shall be paid by the Hospital upon presentation of receipts to the CEO for approval, subject to and in accordance with all applicable policies of the Hospital.

### **Benefits Enrolment:**

You will be entitled to participate in the Hospital's Health and Dental plans offered through Coughlin & Associates (after 3 months Service) and the Long-Term Disability (after 6 months service), Accidental Death and Dismemberment (AD&D), Group Life Insurance Coverage, and Voluntary Life Insurance through Sunlife Financial. Your participation in these plans, and any entitlement to benefits in respect of same shall in all respects be governed by the terms and conditions of the applicable Plan documents. The Hospital reserves the right to change carriers, level of benefits, or premiums including both the amount or premiums and the portion of same which it pays on your behalf, and any such change shall not constitute a constructive dismissal. The Hospital's sole responsibility in respect of these Plans will be to remit premiums on your behalf and in no circumstances shall the Hospital be liable for the provision of benefits to which you may be entitled under the terms of the applicable Plans.

As an employee, you will be responsible for the following premiums that will be deducted

from your pay (including applicable taxes):

- 25% of the Dental care monthly premium;
- 25% of the Long-Term Disability monthly premium.

Statutory Benefits: Employment Insurance and Canada Pension Plan deductions will be made as specified by Government regulations.

# Healthcare of Ontario Pension Plan:

Enrolment is mandatory upon hire. The terms and conditions of your participation and your entitlements to any benefits will be solely as set out in the Plan documents.

## **Technical Support and Tools:**

The Hospital will provide you with technical support and the use of the necessary tools to fulfill your duties and responsibilities of your position, including. These include laptop computer, cell phone and/or hand held devices which best suit your requirements. Any equipment provided for your use under this clause will be owned by the Hospital.

## **Probation:**

Your appointment is probationary for a period of six (6) calendar months during which time your suitability for continued employment will be assessed. During the probation period your employment may be terminated in accordance with the terms set out below under the heading "Termination of Employment".

## **Termination of Employment:**

Your employment with the Hospital may be terminated in the following circumstances:

The first six (6) months of your employment with the Hospital following the Start Date constitute the probationary period, during which the Hospital reserves the right to terminate your employment for any reason, upon providing you with your entitlements, if any, upon termination of employment under the *Employment Standards Act, 2000*, as amended.

Following the first six (6) months of your employment, the Hospital reserves the right to terminate your employment on a without cause basis, upon providing you with working notice or pay in lieu of notice of termination in an amount equal to:

One (1) month of your regular salary; plus

One (1) month of your regular salary for each completed year of employment;

to a combined maximum of twelve (12) months of your regular salary. This payment shall be inclusive of your entitlement to notice of termination or pay in lieu thereof and severance pay, if applicable, under the *Employment Standards Act, 2000*, as amended. This payment shall be less all usual and necessary deductions and withholdings. In its discretion, the Hospital may provide all or part of this notice period as working notice, save and except that any portion representing your entitlement, if applicable, to severance pay under the *Employment Standards Act, 2000* shall be paid out to you and shall not be provided as working notice.

In addition to the above, in event of termination of your employment without cause, you will be provided with all other entitlements upon termination of employment under the *Employment Standards Act, 2000*, including but not limited to continuation of any employer contributions to your insured group benefits and pension plan for the period required under the *Employment Standards Act, 2000*, as well as payout of any accrued but unused vacation pay.

These entitlements are intended to be and are in full satisfaction of your common law and statutory entitlements upon termination of your employment. Upon providing these entitlements, your employment will be fully terminated, and you shall have no cause of action or claim of any sort arising from the termination of your employment.

The Hospital may terminate your employment for cause without notice or payment in lieu of notice or severance pay, except as may be minimally required by and limited to the minimum requirements of the *Employment Standards Act, 2000*, as amended from time to time. You will also receive any other applicable statutory entitlements that are minimally required by the *Employment Standards Act, 2000*, as amended from time to time.

You may resign your employment at any time by providing four (4) weeks of notice in writing. The Hospital may waive all or part of this notice period by providing you with your regular wages, vacation accrual and continuing its contributions to your regular insured group benefits and pension plan for the period so waived.

# **Confidentiality:**

You agree that you shall not at any time, including after termination of your employment, disclose Confidential Information about the business of the Hospital acquired in the course of your employment. "Confidential Information" includes, without limitation, information and facts relating to the operation and affairs of the Hospital acquired by you, including information and facts relating to present and contemplated services, future plans, processes, procedures, suppliers, capital projects, financial information of all kinds, government relations strategies, patients and

residents or their health records, any product, device, equipment or machine, or employees, which is information from which the Hospitals can reasonably be believed to derive actual or potential value from such information remaining not generally known or readily ascertainable. For greater certainty, Confidential Information shall not include:

- (i) Information and facts that are available to the public or in the public domain at the time or such disclosure or use, without breach of this condition
- (ii) Information and facts that become available to you on a non-confidential basis from a source other than the Hospitals

For further information regarding the terms and conditions of your employment, please refer to the New Hire Packet.

As your acceptance of this offer of employment, please sign the enclosed copies of this letter and return one copy to Human Resources Services prior to your start date.

Katie Hogue, we would like to take this opportunity to welcome you to the Senior Leadership Team and to Kemptville District Hospital

Sincerely,

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Frank Vassallo CEO Kemptville District Hospital Office: 613-258-6133 ext. 132 fvassallo@kdh.on.ca

By signing below I confirm that I have reviewed the above and had independent legal advice or an opportunity to obtain same, and that I sign freely and of my own volition, without duress.

Signature: Koque

Date: July 17, 2024

Katie Hogue

All staff have a role in patient safety, and it is an expectation that you will provide safe, high quality patient care and service. This will be achieved by, but not limited to, taking a problem-solving approach to your work, using sound judgment, acting appropriately to ensure safety and taking the initiative to improve care and service.