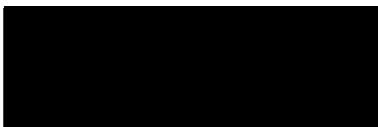




June 30, 2022

Nicole Aminot



Dear Ms. Aminot,

I am pleased to confirm the terms and conditions upon which you ("you" or the "Executive") are being offered the position of President and Chief Executive Officer of St. Boniface Hospital ("SBH" or "Employer").

This Agreement, and your employment as President and Chief Executive Officer will commence on July 4, 2022.

#### 1. APPOINTMENT AND DUTIES:

You will, at all times, faithfully and to the best of your ability, perform all duties that may be required by virtue of the position of President and Chief Executive Officer and all duties in connection with such position as set forth in Schedule "A" and in the Employer's By-laws and Policies, together with any special duties and projects assigned to you 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 your duties, you will report to and be accountable to the Board. The Board retains full authority to change your duties and responsibilities and reporting relationships and to assign new duties and responsibilities provided that such changes do not result in a material diminution of the scope or dignity of your overall duties and responsibilities. You also recognize that your duties and responsibilities may be modified from time to time to reflect changes in the manner in which health care organizations such as SBH are funded, governed and managed as a result of the Government of Manitoba's on-going health care transformation process.

You will devote your full time and attention to the affairs and operations of the Employer and will not, without the consent in 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. You are not prevented from participating in civic and charitable activities, or professional associations or organizations, which do not interfere with your duties and obligations to SBH and which are not in conflict with the interests of SBH.

You will represent SBH in its dealings with the Winnipeg Regional Health Authority ("WRHA"), Shared Health, the Réseau Compassion Network, the University of Manitoba, the University of Winnipeg, Université de Saint-Boniface and Manitoba Health, among other institutions, and that from time to time, you may be tasked with projects or duties to perform for any one or more of these institutions. These projects and duties are included in your role as President and Chief Executive Officer of SBH.

You will provide your services from the Employer's executive office in Winnipeg, Manitoba, subject to such travel as may be required for the performance of your duties and responsibilities.

## **2. REMUNERATION AND EXPENSE REIMBURSEMENT:**

You will be paid an annual salary of \$228,266.00, based on 2015 hours annually (pro rata for any part of a year). Your salary will be paid in arrears by periodic payment in accordance with the Employer's payroll practices.

You will be reimbursed for all reasonable business expenses, subject to your compliance with the Employer's policies and directives. The Employer will pay for such professional designation and professional development expenses as are approved in advance by the Board Chair.

## **3. BENEFITS AND PERQUISITES:**

Benefits Plans: Your participation in the Healthcare Employees Benefit Plan and the Healthcare Employees Pension Plan sponsored by SBH (the "Benefits Plans") will continue in accordance with the terms and conditions of the Benefits Plans. You will continue to be responsible for all employee premiums and contributions as may be required under the Benefits Plans and SBH will be responsible for all employer premiums and contributions under the Benefits Plans.

Car Allowance: The Employer will be responsible for up to \$650.00 per month with respect to the cost of the automobile used by you for Employer's business, including to cover lease or principal and interest payments, registration costs and insurance costs in connection with the automobile. You will be responsible to pay all of these expenses directly, and the Employer will pay the car allowance to you at the same time as your bi-weekly salary payment. You are responsible for payment of all amounts attributable to the taxable benefit arising from the Employer's payments in connection with this car allowance. Parking expenses incurred by you for business purposes will be reimbursed upon presentation of invoices or other satisfactory proof of payment, in addition to the car allowance.

Mobile Phone: The Employer will reimburse you for all reasonable expenses for a mobile phone and personal digital assistant, including data plan, used for business purposes.

## **4. VACATION, DISCRETIONARY DAYS AND RECOGNIZED HOLIDAYS:**

Vacation: In each full year of employment, you are entitled to five (5) weeks paid vacation, subject to adjustment based on your years of seniority according to SBH's vacation policy. All previously accrued but unused vacation from your previous employment will carry over and be available to

use in your position of President and Chief Executive Officer. Any carry-over of vacation must be pre-approved in accordance with the Employer's policies.

Discretionary Days: You will continue to receive five (5) paid discretionary days in each vacation year in addition to regular earned vacation as compensation for extra hours worked. Any unused discretionary days earned previously will carry over and be available to use in your position as President and Chief Executive Officer. The parties agree that there shall be no carry-over of discretionary days into the next vacation year, and that there will be no payment in lieu of unused discretionary days.

Coverage of Duties: You will ensure proper arrangements are in place to cover your duties and to ensure proper accountability, governance and reporting during your absences from work on vacation, statutory holidays or discretionary days.

No Overtime: You acknowledge that as a senior executive with control over your own working hours, you are not entitled to overtime pay or time off in lieu of overtime, nor for additional compensation when working on statutory holidays. Your salary as outlined in this letter is your full compensation.

#### **5. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST AND PROFESSIONALISM:**

You agree with the Employer that you will comply with all policies and procedures of the Employer, the WRHA, Réseau Compassion Network and Manitoba Health which apply to the Employer and, without limitation to the foregoing, you agree that you will comply with all conflict of interest policies of the Employer and all other policies and directives of the Employer.

You will well and faithfully serve the Employer and use best efforts to promote the interests of the Employer. You will also comply with all applicable laws, rules and regulations, and all requirements of all applicable regulatory, self-regulatory and administrative bodies governing you or the Employer. You will cease any activity determined by the Employer to be in conflict with your duties to the Employer within five (5) days of written notice from the Employer. You acknowledge that you are a senior officer and executive employee of the Employer and that, as such, you owe fiduciary duties to the Employer.

#### **6. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY RIGHTS:**

Confidentiality / Privacy Law Compliance: You acknowledge that in the course of carrying out your responsibilities to the Employer, you will have access to detailed confidential information concerning the affairs and operations of the Employer, the Employer's health care facilities, agencies and services (the "Facilities") and the employees and patients/residents/clients of the Facilities. You acknowledge that the disclosure of any such confidential information would be highly detrimental to the best interests of the Employer and Facilities. You agree that you will not, either during your employment with the Employer or at any time thereafter, disclose any such confidential information to any person, nor shall you use the confidential information, for any purpose other than the purposes of the Employer, and as permitted by law, the purposes of the Government of Manitoba and the Facilities. You agree to comply with *The Personal Health*

*Information Act, The Freedom of Information and Protection of Privacy Act, and all other applicable laws governing the privacy and confidentiality of the personal and health information of patients, staff and others.*

IP/ Innovations: All intellectual property and work product accessed, created or contributed to by you in the course of the performance of your duties of employment are owned exclusively by the Employer. You assign all of your rights therein to the Employer. You agree to sign all documents necessary to obtain and protect such intellectual property rights and work product, and to further assign them to the Employer, all as directed by the Employer.

## 7. TERMINATION OF EMPLOYMENT:

Termination for Just Cause: The Employer may, at any time and in its complete discretion, terminate your employment for just cause. Such action shall become effective upon written notice to you or at such later time as may be specified in said notice. If you are terminated for just cause, there will be no payout other than for accrued salary, accrued but unused vacation credits and benefits to the date of termination, and reimbursement for any bona fide business expenses incurred prior to the date of termination and not previously reimbursed.

Termination without Just Cause: If your employment is terminated without just cause at any time, the Employer shall pay a lump sum termination payment calculated on the basis of four (4) weeks per year of service for each full year of service with the Employer, up to a maximum of seventy-eight (78) weeks. In the event you secure and commence employment in the Manitoba health system (Manitoba Health, Seniors and Active Living, Shared Health, CancerCare Manitoba or any Regional or Provincial Health Authority or an organization funded by any of same) during the period of time covered by the lump sum termination payment, the portion of monies earned attributable to the period of time between the commencement of alternative employment and the end of the severance period shall be repaid by you to the Employer to the extent of the earnings in the new employment.

Sole Entitlement: The payments set forth in this Agreement constitute your sole and entire entitlement in the event of the termination of your employment with the Employer, and are in satisfaction of any statutory or common law obligation to provide or pay to you any statutory, liquidated, general, punitive or exemplary damages, notice of termination or pay in lieu thereof. Upon termination of this Agreement and your employment, you 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, your employment, or the termination of this Agreement and your employment, or as required by law. Upon receipt of compensation pursuant to this Agreement (excluding statutory entitlements), you shall execute a formal release provided by the Employer.

Resignation: Notwithstanding any other provision to the contrary, you agree to give the Chair of the Board not less than three (3) months' notice in writing if you wish to resign from your employment with the Employer. You have no entitlement to severance pay or pay in lieu of notice in the event of your resignation from employment. The Employer has the right to waive all or any part of the resignation notice period provided by you, at its discretion, in which case your employment shall terminate immediately upon the date specified by the Employer in its written notice to you, and the Employer's sole obligation in that event shall be to pay you, by salary continuance or lump sum payment, the salary you would have earned during a period equal to

the lesser of three (3) months or the abridged portion of the notice period. You will also receive benefits under the Benefits Plans until the end of the notice period, as abridged by the Employer (if applicable), payout of any accrued vacation credits to that date, and reimbursement of any bona fide business expenses incurred prior to that date and not previously reimbursed.

Death: This Agreement ends automatically on your death, in which event the Employer's sole obligation shall be to pay any accrued salary and accrued but unused vacation credits up to the date of death, and reimbursement of any bona fide business expenses not previously reimbursed.

Return of SBH Property: Upon any termination of your employment for any reason, you will immediately deliver to the Employer all electronic equipment, cell phones, personal devices, laptops, computers, software, books, reports, documents, tangible manifestations of confidential information, effects, money, securities or other property belonging to the Employer and all property for which the Employer is liable to others which are in your possession, charge, control or custody, and you will resign from any position as an officer or director of any corporation, association or organization that you hold by virtue of your position as President and Chief Executive Officer.

## **8. GENERAL:**

Statutory Withholdings and Remittances: All amounts paid to you under this Agreement, including salary and severance, shall be subject to all withholdings and remittances required by applicable law.

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

Governing Law: This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Manitoba.

Irreparable Harm: The parties expressly acknowledge and agree that the Employer would be subject to irreparable harm should any of the provisions of paragraphs 5 or 6 be infringed, or should any of your 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.

Survival: It is agreed that paragraphs 5, 6, 7 and 8 shall survive the termination of this Agreement and the termination of your employment.

Independent Legal Advice: The parties acknowledge that, prior to executing this Agreement, they have received independent legal advice and confirm that they fully understand this Agreement and that they are entering into this Agreement voluntarily.

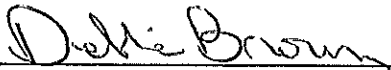
Entire Agreement: This Agreement (and any documents expressly incorporated by reference herein) constitutes the entire agreement between the parties and supersedes any and all previous

negotiations, understandings, representations and agreements, either oral or written, between the parties with respect to the subject matter hereof.


Counterparts: This Agreement may be executed by the parties in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

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

**ST. BONIFACE HOSPITAL INC.**

Per:   
Chair of St. Boniface Hospital  
Board of Directors

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

  
WITNESS

  
NICOLE AMINOT

## Schedule "A"

### President and Chief Executive Officer Relationships, Duties and Responsibilities

The President and Chief Executive Officer ("CEO") of St. Boniface Hospital ("SBH") is the visionary leader of one of Manitoba's largest health care facilities. The CEO's primary role is to ensure the efforts of all stakeholders of SBH are aligned to deliver excellent compassionate patient centered care. The relationships, duties and responsibilities of the CEO are set out below, but are subject to change as the manner in which SBH is funded, governed and managed evolves over time as a result of the Government of Manitoba's health care transformation process.

#### RELATIONSHIPS

- SBH is a community of service sponsored by Réseau Compassion Network ("RCN"). RCN appoints SBH's Board of Directors. The CEO reports directly to the appointed Board of Directors.
- The CEO will be guided by RCN's sponsorship accountability framework and its 5 areas of focus:
  1. Spiritual Purpose – Spirit of Compassion
  2. Unmet Needs – Identifying and responding to unmet needs
  3. Ethics – Ethically responsible in accordance with the Catholic health ethics guide
  4. Sustainability – Sufficient means and long term commitment
  5. Excellence – A commitment to quality and continuous improvement
- The CEO works closely and in collaboration with Manitoba Health, the Winnipeg Regional Health Authority and Shared Health and the other health authorities in the Province of Manitoba (within the meaning of *The Health System Governance and Accountability Act*).
- The CEO works collaboratively with the University of Manitoba, University of Winnipeg, the Université de Saint-Boniface and other educational institutions to fulfill SBH's mandate as an academic health and research center.
- The CEO works collaboratively with the St. Boniface Hospital Foundation, other RCN sponsored Communities of Service and other community agencies.

#### DUTIES & RESPONSIBILITIES

- Lead the development of long term planning for both the establishment and execution of SBH's plans, objectives, and strategic vision.
- Evaluate SBH's services and operations to ensure they are fulfilling the needs and requirements of patients and the community in alignment with the vision and legacy of SBH.
- Participate actively in the Regional Executive team and communicate, cooperate and work with the WRHA CEO with respect to matters which will have a system-wide impact.
- Lead the development of programs and services to serve patients and their families in a cost efficient and effective manner.
- Lead the management and development of the Research Centre.
- Lead strategy development and deployment initiatives, to ensure all members of the management team, staff and physicians understand the mission, mandate and objectives of SBH.
- Lead, coach and ensure the development of the executive management team.

- Direct decisions to increase the level of patient satisfaction and staff engagement for all clinical and non-clinical staff, including physicians.
- Ensure an effective working relationship between management, staff, physicians and volunteers.
- Ensure the adequacy and soundness of SBH's insured services financial position (both operational and capital); ensure a very close working relationship with the Winnipeg Regional Health Authority in this regard.
- Ensure the adequacy and soundness of SBH's Atrium and the Albrechtsen Research Centre (noninsured services) financial positions (both operational and capital).
- Champion and foster the delivery of bilingual services in accordance with the Government of Manitoba's French Language services policy and the needs of the Francophone community.
- Champion and foster a culture of Operational Excellence (i.e., continuous improvement via lean principles) and further the development and implementation of a Management System to measure and report on the key attributes and outcomes of service delivery.
- Subject to funding, champion the development of the Compassion program as an integral part of SBH's philosophies and patient centered care initiatives.
- Lead the sustainment and expansion of Spiritual Care services that recognize, reflect and respect the diversity of people and cultures we serve, while respecting the organization's faith tradition.
- Ensure the provision of health ethics services to SBH and other RCN Communities of Service.
- Develop and ensure compliance with all SBH policies and procedures and accreditation requirements for the organization.
- Lead, and participate in, the Integrated Risk Management Committee.