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March 7, 2023

Stacey Wood
Atikokan, ON
P0T 1C0

Dear Stacey,

We are pleased to offer you the permanent / full-time **Chief Nursing Officer** position at the Atikokan General Hospital (AGH) ("the Hospital"), **effective March 27, 2023.**

When accepting this job offer, you are also agreeing that there has been no verbal agreement between the parties regarding your employment which conflicts with the terms and conditions of employment set out below.

Position:

As the **Chief Nursing Officer**, you will report to **Jennifer Learning, Chief Executive Officer**. You will be responsible for the duties as outlined in the attached job description.

You will be expected to perform your duties and responsibilities to the best of your ability, and in the best interest of AGH. Punctual and regular attendance at work is necessary.

The Hospital reserves the right to make appropriate changes to your job duties and reporting relationships of your employment as necessary in the best interest of Hospital operation and patient care. Such changes will not represent constructive dismissal regardless of whether such changes are material or otherwise.

Conditions of Employment:

- A recent vulnerable sector criminal records check
- A pre-employment medical examination and a medical clearance indicating you have the ability to meet the demands of the role (AGH will provide the form)
- Proof of full vaccination against COVID-19 (2 main doses plus one booster)

Probationary Period:

We have every confidence that you will be a valuable addition to our team at AGH. However, to protect both our interests, the first 3 months of your employment will be a probationary period, ending when the hours have been fulfilled.

During the probationary period, either party can terminate the employment relationship for any reason, without advance notice or pay in lieu of notice, other than such minimum notice as might be required by the applicable employment standards legislation.

In the event that the Hospital terminates your employment for any reason other than cause after the probationary period, your entitlement for coverage under any benefit will terminate at the end of the statutory notice period.

Compensation:

Your starting hourly rate of pay is **\$58.63**. You will be frozen at the **\$58.63** rate until the executive compensation legislation is repealed.

The AGH Payroll schedule runs from Thursday to Wednesday, with the date of payment being 8 days following the last day of the pay period. Pay is deposited every second Thursday on a bi-weekly basis.

Professional Registration:

Please note that as a member of the executive team, your main professional registration fees are covered by AGH.

At-Risk Pay of 3%

There is a 3% “pay-at-risk” that you will earn over your annual base salary as per the O.Reg. 406/18 Compensation Framework of the Broader Public Sector Executive Compensation Act. The payment of all or some of the “pay-at-risk” amount is determined by the CEO based on achievement of pre-agreed upon Annual Performance Targets. This will be paid within thirty (30) days after the conclusion of the fiscal year.

Your rate of pay will be up for negotiation as soon as the Executive Framework legislation is repealed to allow for further evaluation.

Benefits:

- You will continue to participate in HOOPP Pension plan as part of your employment.
- You will continue with your Extended Health, Dental, Optical coverage through Greenshield Canada (GSC).
- You can continue with the Term Life insurance.
- You will continue to be covered for Long-Term Disability coverage (LTD).

Please note that in the event of any dispute regarding entitlement to benefits provided to you pursuant to the terms of a plan underwritten by our insurance carrier(s); such dispute is a dispute between you and the carrier. You will agree to participate in any insurance or benefit in which staff participation is mandatory. Please see Human Resources for more information.

Vacation:

You are entitled to **6 weeks of vacation time per year**. Vacation will accrue on each pay and will be scheduled in with operational needs. Vacation hours earned must be used by the end of the vacation year (March 31st). There is no rollover of vacation entitlement unless approved by your manager.

In addition to the vacation entitlement, you will have an additional one-week vacation in lieu for participating in the management on-call rotation.

Hours of Work:

The scheduled hours of work for the CNO position are, Monday-Friday 8:00am – 4:00pm with a 30-minute paid break and a 30-minute unpaid lunch break (7.5hr days). There is flexibility in scheduling your regular work days, with the ability to accumulate lieu time and work from home as needed.

Overtime

Your position will be eligible for overtime pay in accordance with the Ontario Employment Standards Act, 2000 (“ESA”).

As a manager, unless it is mandated, your hours worked are subject to either flexible or lieu time conditions at straight time.

Policies:

As a member of AGH, you are subject to and agree to abide by AGH’s policies and procedures as they are established from time to time so long as they are not inconsistent with any provisions of this Agreement. AGH Policies / procedures and documents are found and reviewed on the Hospital’s internal document site “OMNI”.

AGH reserves the right to amend, alter, change or revoke any policies, on reasonable notice as determined by AGH.

AGH changes to employment policies or group insurance policies will not constitute constructive dismissal or breach of this Agreement regardless of whether such changes are material or otherwise.

Confidentiality:

You acknowledge that you will acquire information about certain matters which are confidential to the AGH and its patients and visitors. This confidential information may include, but is not limited to information on patients, employees, contractors, students and others. This will also include business/financial information in a variety of forms (e.g., written, electronic, oral, overheard or observed).

All confidential information remains the property of the AGH. You acknowledge that such information could be used to the detriment of AGH and therefore you shall not disclose such information in any manner, directly or indirectly, to any person without prior written consent from AGH.

You acknowledge that as an employee, you are bound to follow and respect the AGH’s privacy rules and that you may obtain clarification of those rules from the AGH Privacy Officer, Bridget Davidson. The Hospital is subject to the *Personal Health Information Protection Act, 2004*. Therefore, with regard to personal health information (PHI) about patients/clients of the Hospital, you specifically agree to the following.

1. You will not collect, use or disclose PHI except as may be permitted or required by your employment relationship with AGH
2. You will keep any PHI you have access to in strict confidence.
3. You will only access PHI on a need-to-know basis – that is, as required to perform your employment duties.
4. You will not remove any recorded PHI from AGH’s premises, without management approval
5. You will use appropriate safeguards to prevent unauthorized use or disclosure of PHI

6. You will immediately report to Privacy Officer, Bridget Davidson, any suspected loss, theft, or unauthorized use of PHI of which you become aware
7. You understand that this commitment to privacy and protection of the PHI continues indefinitely and extends beyond the term of your employment with AGH.

You understand that if you violate this Agreement, you may be subject to the adverse action up to and including termination of your employment and/or subject to other penalties.

Termination:

While it is our hope that your working relationship with the Hospital will be both lengthy and rewarding, we feel it is important to address the terms that will apply if it becomes necessary to end our relationship.

The Hospital may terminate your employment in the event of just cause at any time without notice pay in lieu of notice.

In the absence of just cause for termination, your employment may be terminated by the Hospital at any time by providing you with your minimum entitlements under the Ontario Employment Standards Act, 2000 as amended, including:

1. Written notice or pay in lieu of notice and benefits, and
2. Severance (where applicable)

For the purpose of clarity, you will not be entitled to common law notice or any further compensation in lieu of common law notice.

This termination provision shall govern regardless of the length of employment or any changes including but not limited to changes to your position, compensation or title and regardless of whether such change is material or otherwise.

Resignation:

In the event that you decide to resign from your employment with AGH, we ask that you provide us with **six (6) weeks' notice of resignation.**

General:

1. This Agreement constitutes the entire agreement and supersedes all prior agreement, understanding, negotiations and discussions, whether written or oral.
2. The terms and conditions of this Agreement, including the Termination Provision shall govern the parties, regardless of length of employment or any changes to the Employee's position, compensation, title and regardless of whether such change is material or otherwise, unless otherwise agreed to in writing.
3. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province of Ontario.
4. No amendment or waiver of any provisions of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.

5. You have been provided with sufficient time to review the Agreement and have been advised to obtain legal advice.
6. If any provision of this agreement shall be held to be invalid, illegal, or unenforceable, such enforceability or invalidity shall not affect enforceability or validity of the remaining provisions of this Agreement and such provision shall be severable from the remainder of this agreement.


We are confident that the Atikokan General Hospital can offer you a very fulfilling career experience. We look forward to having you join our team.

If the foregoing terms of employment are acceptable to you, please indicate acceptance by signing a copy of this letter in the space provided below on or before **March 17, 2023**, after which date, this offer shall be considered void. **A signed copy of this job offer and the job description can be submitted to Jennifer Learning via email at learningj@aghospital.on.ca.**

Once we receive the accepted job offer, we will contact you to discuss next steps. If you have any questions or require additional information please do not hesitate to contact me.

Congratulations on your successful application!

Best Regards,



Jennifer Learning RN BScN
Chief Nursing Officer

cc: Brianna Coulson, Payroll
Chelsey Rusnick, HR Coordinator

Attached:

- Job Description
- Wage grid

I, Stacey Wood, have read the contents of this letter and hereby accept employment with Atikokan General Hospital (the Hospital) based on the terms and conditions herein.



Employee Signature

March 10, 2023
Date