

**AMENDED AND RESTATED INTERIM PRESIDENT AND CEO EMPLOYMENT
AGREEMENT**

THIS AGREEMENT is made effective the 26 day of Feb, 2024 (the “Effective Date”),

BETWEEN:

BRANT COMMUNITY HEALTHCARE SYSTEM

(the “Hospital”)

- and -

ERIN SLEETH

(the “Employee”)

RECITALS

- A. The Employee has been an employee of the Hospital since May 14, 2001.
- B. Effective April 1, 2019, the Employee assumed the position of Chief Human Resources Officer (“CHRO”) pursuant to an employment agreement dated July 1, 2021, attached hereto as Schedule “A” (“**CHRO Employment Agreement**”).
- C. Effective June 30, 2023, the Employee assumed the duties of the President and Chief Executive Officer (“CEO”) on an interim basis (“**Interim CEO**”) until June 30, 2024 (the “**Interim CEO Period**”), subject to and in accordance with an Interim CEO agreement dated June 30, 2023 (the “**First Interim CEO Agreement**”).
- D. The parties have agreed that the Employee’s assumption of the Interim CEO position does not preclude the Employee from submitting her name for the permanent full-time CEO position or the Hospital from offering the Employee the CEO position on full-time position.
- E. The parties have agreed that the Employee’s position as CHRO shall be held for the Employee until the start date of the permanent CEO, if the Employee does not become the permanent CEO.
- F. The parties wish to enter into this amended and restated Interim CEO agreement (the “**Agreement**”) to confirm their mutual rights and obligations in respect thereof.
- G. This Agreement shall supersede and replace any and all prior written and/or verbal employment agreement(s) in respect of the Employee’s Interim CEO position, including the First Interim CEO Agreement.
- H. The parties have agreed that in the event the Employee does not become the permanent CEO upon the expiry of the Interim CEO Period, and provided that the Employee’s employment has not terminated during the Interim CEO Period, the terms and conditions

of the CHRO Employment Agreement shall govern, and this Agreement shall be null and void, unless expressly stated otherwise herein.

Therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged, it is mutually agreed as follows:

ARTICLE 1 INTERIM CHIEF EXECUTIVE OFFICER

1.1 Interim CEO Position

- (a) Subject to the terms and conditions of this Agreement, the Hospital shall continue employing the Employee in the position Interim CEO during the Interim CEO Period, provided that either party may terminate this Agreement at any time in accordance Article 5. The Employee agrees to work for the Hospital in such a capacity; to perform the duties in compliance with applicable laws, including without limitation, the duties of Administrator as that term is defined in the Public Hospitals Act (Ontario) to the Hospital, which includes serving as an ex-officio director of the Hospital, the Hospital's By-Law, policies, procedures, rules and regulations, all as may be amended from time to time, and this Agreement; and, to exercise the powers as may be assigned to the Employee from time to time by the Board.
- (b) For the avoidance of doubt, upon the termination of this Agreement for any reason, the Employee's entitlements shall be exclusively governed by this Agreement and shall not be governed by the CHRO Employment Agreement.

1.2 Term

- (a) Subject to paragraph 1.2(b), the term of this Agreement shall commence as of the Effective Date and shall terminate upon the earlier of (a) the date on which the Board appoints a CEO that is not the Employee, or (b) June 30, 2024 (the "Term"), at which time, provided that the Employee's employment has not terminated, the terms and conditions of the CHRO Employment Agreement shall govern, and this Agreement shall be deemed to be extinguished. For the avoidance of doubt, upon the expiry of the Term, this Agreement in its entirety, including in particular Article 5, shall be null and void.
- (b) Notwithstanding subsection (a), in the event the Employee is offered and accepts the CEO position on a full-time basis prior to the expiry of the Term, the Agreement shall remain in force until terminated in accordance with Article 5.

ARTICLE 2 EMPLOYEE COVENANTS

2.1 Accountability

The Employee shall be accountable to the Board and reports directly to the Chair of the Board.

2.2 Full Time and Attention

- (a) The Employee shall, throughout the term of her employment, devote her full time and attention to the business and affairs of the Hospital. The Employee acknowledges that this position will include the carrying out of the duties in the evenings and weekends, as may be required from time to time, in addition to regular business hours. The Employee shall not during her employment, without the prior written consent of the Board, undertake any other business or occupation or become a director, officer, employee, partner or agent of any other corporation, partnership, firm or person ("**Other Organization**").
- (b) The Employee acknowledges that to the extent that the Employee serves as director of the Hospital, she shall do so without additional remuneration. Notwithstanding any provision of this Agreement or any other agreement or document to the contrary, the Employee shall be deemed to have resigned as a director of the Hospital, contemporaneously with the termination or ending this Agreement with the Hospital, for any reason, either voluntarily or involuntarily, and the Employee shall immediately upon request by the Hospital sign any and all documents necessary to give effect to such resignation.

2.3 Non-Disclosure Confidentiality

- (a) The Employee acknowledges that, in the course of performing and fulfilling the duties and obligations as the Interim CEO, she will have access to and will be entrusted with information concerning the Hospital activities and operations which is not generally known in the healthcare industry or other industries or businesses in which the Hospital participates ("**Confidential Information**"). The Employee acknowledges that the unauthorized disclosure of any Confidential Information would be detrimental to the Hospital. The Employee further acknowledges and agrees that the right to maintain confidential such Confidential Information is a proprietary right that the Hospital is entitled to protect.
- (b) The Employee therefore agrees not to disclose either during the term of employment or at any time after leaving the employ of the Hospital any such Confidential Information to any person or use any such Confidential Information except as required in the normal course of employment by the Hospital or as required by law. The Employee shall not be prohibited by this non-disclosure provision from using personal skills and knowledge developed prior to and during her employment with the Hospital.

2.4 Hospital's Property

The Employee acknowledges that all items of any kind created or used by the Employee on behalf of the Hospital during the course of employment with the Hospital or provided by the Hospital to the Employee, including but not limited to, all written materials, manual, software, processes, equipment, credit cards, books, Confidential Information or other materials, shall remain and be considered the exclusive property of the Hospital at all times and which the Employee agrees to deliver to the Hospital at any time, upon reasonable request.

The Employee will be responsible for taking all reasonable precautions to safeguard any of the Hospital information and property (i.e., laptop computer, cell phone) that may be in the Employee's possession.

ARTICLE 3 COMPENSATION & EXPENSES

3.1 Annual Base Salary

Subject to Section 3.2, the Hospital agrees to pay the Employee an annual base salary to \$420,000 (as adjusted from time to time, the "**Base Salary**"), retroactive to July 1, 2023, for a full time 1 FTE commitment subject to the usual deduction and payable in arrears on a bi-weekly basis.

3.2 Annual Base Salary Increases

The Base Salary of the Employee shall be reviewed by the Hospital in accordance with applicable Hospital policy (as it exists from time to time), taking into account, the results of the Employee's annual performance review for the previous year, the approved executive compensation plan and any applicable government guidelines.

3.3 Business Expenses & Reimbursement

The Hospital shall reimburse the Employee for all reasonable travel and other out-of-pocket expenses actually and properly incurred, as evidenced by original third-party receipts, on behalf of the Hospital in accordance with applicable Hospital policies and procedures. Any single expense item in excess of five hundred dollars (\$500) must be approved in advance by the Chair of the Board.

3.4 Benefits

The Hospital agrees to pay for, and provide to the Employee, the following:

- (a) Participation in the Hospital's group employee benefit plans as described in the Executive Group, Your Group Benefits booklet in accordance with the terms of such plans and arrangements. The Hospital reserves the right to reasonably amend the plans at any time with reasonable notice to the Employee, provided that the resulting plans are substantially similar to the current plans. It is understood that the Hospital's sole liability is to pay the cost of premiums or other costs which the

Hospital has agreed to undertake and that the Hospital does not assume the role of insurer.

- (b) Participation in the Hospitals of Ontario Pension Plan (“HOOPP”), in accordance with its terms and conditions (as may be amended from time to time).
- (c) Reasonable expenses to support the Employee’s ongoing development and education as approved from time to time by the Chair of the Board. The Employee agrees to participate in and complete such educational training as may be required to maintain her competency.
- (d) Professional membership fees incurred in not more than three (3) professional organizations that are reasonable and approved in advance from time to time by the Chair of the Board.
- (e) The Hospital shall provide the Employee, with an annual Healthcare Spending Account of three thousand five hundred dollars (\$3,500).
- (f) The Hospital shall provide the Employee with a corporate portable computer, a home printer, and a cellular phone (and related data access and service plans).
- (g) The Hospital shall provide the Employee with a monthly automobile allowance of eight hundred dollars (\$800).

ARTICLE 4 PERFORMANCE EVALUATION

4.1 Annual Performance Evaluation Process

The annual performance evaluation process is set out in the Board Governance Manual as may be amended from time to time.

ARTICLE 5 TERMINATION OF EMPLOYMENT

The Employee’s employment may be terminated as described below. The Employee will always receive all wages that are earned and payable, any accrued vacation pay and benefits up to the Employee’s last day of employment.

5.1 Resignation

The Employee may resign from her position as Interim CEO at any time provided the Employee gives the Hospital three (3) months’ notice, in writing. Upon receipt of notice of resignation, the Hospital may, at its sole discretion, waive or abridge the notice period and direct the Interim CEO to assume her duties as CHRO.

5.2 Termination of Employment by the Hospital for Cause

The Hospital may terminate this Agreement, together with the CHRO Employment Agreement, at any time for cause by complying with only the applicable minimum

requirements of applicable employment standards legislation, as amended or replaced (all such legislation referred to as the "ESA") in respect of the termination of the Employee's employment (including, without limitation, all ESA requirements in respect of notice, termination pay, severance pay, wages, benefits and vacation pay). Benefits will only continue during any period required by the ESA.

5.3 Termination without Cause by the Hospital

- (a) In the absence of cause, this Agreement, together with the CHRO Employment Agreement, may be terminated by the Hospital, in its absolute discretion, for any reason and at any time by giving the Employee prior notice in writing equal to twenty (20) months (the "Notice Period") or on paying to the Employee the equivalent lump sum payment of her current Base Salary (the "Severance Payment") in lieu of such notice, or combination of notice and payment in lieu. During the Notice Period, the Employee shall have a positive obligation to mitigate the amounts payable by the Hospital under this Section that exceed her minimum ESA entitlements by taking all reasonable steps to find reasonable employment (including consulting and contract work).
- (i) **Benefits.** Following the minimum notice period required by the ESA, subject to the terms and conditions of the applicable plan policies, the Hospital shall continue the Employee's extended health care, semi-private, travel and dental benefit coverage until the earlier of (a) the date on which the Employee obtains new employment that provides benefit coverage, or (b) the expiry of the Notice Period. The Employee's short-term disability and long-term disability coverage will end in accordance with the minimum notice period required by the ESA. The Employee shall advise the Hospital immediately if and when she obtains alternate employment with benefits during the Notice Period.
- (ii) **Pension.** The Employee will continue to be eligible to participate in HOOPP during the Notice Period.
- (iii) **Vacation Pay.** The Employee will be paid eligible accrued but unused vacation pay owing as of the separation date. No further vacation credits shall accrue beyond the separation date except as required by the minimum requirements of the ESA.
- (iv) **Health Spending Account.** Eligibility for the Health Spending Accounting will be terminated as of the separation date, except as required by the minimum requirements of the ESA.
- (v) **Outplacement Counselling.** If the termination of employment is pursuant to this Section 5.3(a), the Hospital will provide career outplacement counseling to a maximum cost of eight thousand dollars (\$8,000).
- (b) The Employee agrees to accept the payments and benefits as set out in Section 5.3(a) in full and final settlement of all amounts owing to her, by the Hospital on termination, including any payment in lieu of notice of termination, entitlement of

the Employee under any applicable statute including the ESA and any rights that the Employee may have at common law and contract, and the Employee waives any claim to any other or future payment or benefits from the Hospital. For greater certainty, in the event the Employee is paid a Severance Payment, all benefits including HOOPP will only continue during any period required by the ESA.

- (c) The payments and benefits that exceed the minimum requirements of the ESA are conditional upon the Employee signing a full and final release in a form substantially similar to the form of release attached hereto at Schedule "A" within 7 days of the date of termination. In the event the minimum ESA requirements as at the date of termination provide for a right or benefit that is greater than that provided for in this Agreement, such statutory requirements will replace the payments contemplated under this Agreement.
- (d) The termination arrangements set out in this Agreement fully satisfy the Hospital's and all affiliates' obligations to the Employee in respect of the termination of the Employee's employment, including in the event that the Employee claims constructive dismissal, and the Employee will not be entitled to further notice of termination, severance pay, incentive compensation, damages or other compensatory payments under common law or contract. By signing below, the Employee agrees to receive any applicable required ESA severance pay via installments, in accordance with the Hospital's payroll practices, as amended from time to time.
- (e) The Parties agree that the terms of this Section 5.3 shall also govern the termination of the Employee without cause by the Hospital if after completing her duties as Interim CEO she returns to her position as CHRO.

5.4 Return of Hospital Property

Upon termination of this Agreement for any reason, the Employee acknowledges that all items of any kind created or used by her pursuant to her employment or furnished by the Hospital to her including, but not limited to, all written materials, procedures, policies, manuals, software, processes, equipment, books, records, credit cards, reports, files, diskettes, manuals, literature, Confidential Information, or other materials shall remain and be considered the exclusive property of the Hospital, as applicable, at all times, and shall be surrendered to the Hospital, in good condition (subject to normal wear and tear), promptly without being requested to do so.

5.5 Restructuring

The Employee hereby acknowledges and agrees that she will not be deemed dismissed, constructively or otherwise, in the event of a government-mandated restructuring of the health care system that results in the Hospital's operations being assumed by a regional health authority, a local health integration network or other organization, provided the restructuring does not materially affect the Employee's responsibilities to administer the

operations of the Hospital's facilities as the most senior employee on site (i.e., perhaps as a site administrator) and there is no decrease in the Employee's compensation.

5.6 Death

This Agreement, together with the CHRO Employment Agreement, shall end without notice upon the death of the Employee. In the event of death, any accrued Base Salary and eligible expenses and allowances will be paid out to the Estate of the Employee.

5.7 Disability

This Agreement, together with the CHRO Employment Agreement, shall, subject to the requirements of the *Human Rights Code*, terminate in the event that the Employee is absent from the performance of her duties and unable to perform them for a continuous period of at least one (1) year, and the Hospital has reviewed the Employee's circumstances and determined that there is no reasonable likelihood that she will return to her position in the near future, or that her needs cannot be accommodated by the Hospital such that she could return to her position. In such an event, the Hospital shall, notwithstanding any other provisions contained in the Agreement, have no obligation to make payments to the Employee for notice or severance, other than only the applicable minimum requirements of the ESA (including, without limitation, all ESA requirements in respect of notice, termination pay, severance pay, wages, benefits and vacation pay). Benefits will only continue during any period required by the ESA.

5.8 Confidentiality

The parties agree that, if at any time in the future a dispute arises in relation to the termination of the Employee's employment, any settlement of the dispute and all negotiations leading up to the settlement will remain confidential. The parties agree not to disclose the terms and conditions of any such settlement to any other party except their legal and financial advisors, or as required by law, and in the case of the Employee, disclosure to the Employee's partner or immediate family is also permitted.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 Liability Insurance

The Hospital shall insure the Employee under their general Liability policy both during and after the term of her employment, for all acts done by the Employee in good faith and in the execution of her office as Interim CEO, throughout the term of her employment, including where the Employee is specifically named in a lawsuit launched by a patient, employee, member of the medical staff, or any other person.

6.2 Indemnification

The Hospital will provide the Employee with the same indemnification protection that it provides to its volunteer Directors to the fullest extent permitted by law.

ARTICLE 7 GENERAL PROVISIONS

7.1 Binding Agreement

This Agreement, which includes Schedule "A", together with the CHRO Employment Agreement, constitutes the entire agreement between the parties and all promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. In the event of a conflict between this Agreement and the CHRO Employment Agreement, this Agreement is paramount. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the parties other than as expressly set forth in this Agreement.

7.2 Sections, Headings and Recitals

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The recitals to this Agreement are true and correct.

7.3 Amendments and Waivers

This Agreement may be amended by mutual agreement in writing of the Hospital and the Employee, and no amendment to this Agreement shall be valid or binding unless in writing and executed by both parties to this Agreement. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver.

7.4 Severability, Interpretation, and ESA Failsafe

- (a) Should any provision of this Agreement become invalid, illegal or unenforceable, it shall be considered separate from the Agreement and the remaining provisions shall remain in force and binding upon the parties as though such provisions had not been included.
- (b) The Employee and the Hospital will comply with the ESA. Accordingly, this Agreement will: (i) not be interpreted as in any way waiving or contracting out of the ESA; and (ii) be interpreted to achieve compliance with the ESA. This Agreement contains the parties' mutual understanding and there shall be no presumption of strict interpretation against either party.
- (c) It is understood and agreed that all provisions of this Agreement are subject to all applicable minimum requirements under the ESA. In the event that the ESA provides for superior entitlements upon termination of employment or otherwise ("Statutory Entitlements") than provided for under this Agreement, the Hospital shall provide the Employee with the Employee's Statutory Entitlements in substitution for the Employee's rights under this Agreement.

7.5 Governing Law

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario.

7.6 Enurement

The Employee may not assign, pledge or encumber the Employee's interest in this Agreement nor assign any of the rights or duties of the Employee under this Agreement without the prior written consent of the Hospital. This Agreement shall be binding on and enure to the benefit of the successors and assigns of the Hospital and the heirs, executors, personal legal representatives and permitted assigns of the Employee.

7.7 Dispute Resolution

- (a) The Parties shall endeavour to resolve any differences of opinion that may arise between them with respect to the provisions of this Agreement by negotiation between themselves personally or with the assistance of their solicitors. Unless, in the opinion of either party, acting reasonably, the matter in dispute is of such a significant nature as to warrant it being addressed otherwise, neither party shall commence any public proceedings until such negotiations have failed to produce a resolution. In furtherance of the provisions of this Section, both Parties agree to make themselves available on short notice and to negotiate promptly, and in good faith, any matter either party may wish to negotiate.
- (b) The Parties agree that no report of anything said or of any admission or communication made in the course of such negotiations shall be used as evidence or shall otherwise be admissible in any legal proceeding, except with the consent, in writing, of all Parties.
- (c) If, in the opinion of either party, acting reasonably, it is unlikely to expect the matter in dispute as between the Parties to be resolved by continued negotiations, or if the matter is of such a significant nature as to warrant it being addressed otherwise, the matter in dispute shall, subject to subparagraph (d) below, be submitted to and shall be subjected to arbitration pursuant to the provisions of the Arbitration Act, 1991 (Ontario) and the following:
 - (i) The party desiring arbitration shall nominate one (1) arbitrator and shall notify the other party of such nomination in writing. Within ten (10) days after receiving such notice, the other party may agree to the one (1) nominated arbitrator. Failing such agreement, the arbitration shall be conducted by a panel of three (3) arbitrators, one (1) of whom shall be appointed by the Hospital, one (1) by the Employee, and the third (3rd) (who shall be the chair of the arbitration panel) by agreement of the other two (2). If the latter two (2) arbitrators are unable to agree in the selection of such chair, the chair shall be designated by a judge of the Ontario Superior Court of Justice upon an application by either party.

- (ii) The arbitration shall take place in a location determined by the Hospital within one hundred and fifty (150) kilometres from the Hospital. The decision of the arbitrator or arbitration panel (as the case may be), in writing, shall be binding upon the Parties both in respect of procedure and the conduct of the Parties during the proceedings and the final and binding determination of the issues, without recourse to appeal. The arbitrator or arbitration panel (as the case may be) shall, after hearing any evidence and representations that the Parties may submit, make their decision and reduce the same to writing and deliver one (1) copy to each of the Parties.
- (iii) The expenses of the arbitral tribunal shall be paid as to eighty percent (80%) by the Hospital and as to twenty percent (20%) by the Employee subject only to the following: in the event that there are three (3) arbitrators, the costs of the one (1) arbitrator appointed by the Hospital shall be paid as to one hundred percent (100%) by the Hospital and the costs of the one (1) arbitrator appointed by the Employee shall be paid as to one hundred percent (100%) by the Employee.
- (d) Notwithstanding anything in Section 7.7: (i) nothing herein applies to any dispute if the subject matter of the dispute is not capable of being the subject of arbitration under applicable law; and (ii) nothing herein prevents the Employee from making a report to or filing a claim, application or charge with the applicable governmental or administrative agency or tribunal, including, as applicable, the applicable Ministry of Labour, human rights commission or tribunal, and labour relations board (collectively, “**administrative agencies**”) if the terms of applicable legislation entitles the Employee to do so and precludes exclusive pre-dispute recourse to arbitration. For the avoidance of any doubt, administrative agencies do not include provincial or federal courts. This Section 7.7 also does not prevent administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this section. The Hospital will not retaliate against the Employee for filing a claim with an administrative agency or for exercising rights in respect of any matter before any administrative agency.

7.8 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

To the Employee: 200 Terrace Hill Street

Brantford, ON N3R 1G9
Email: erin.sleeth@bchsys.org

To Hospital Attn: 200 Terrace Hill Street

Brantford, ON N3R 1G9
Attention: Board Chair

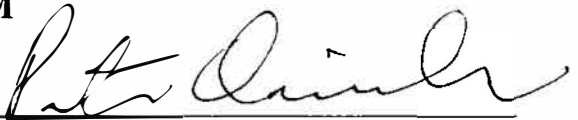
or to such other addresses or individuals as may be designated by notice by either party to the other. Any communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery and, if made or given by registered mail, on the fifth day, other than a Saturday, Sunday or statutory holiday in Ontario following deposit in the mail. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery.

7.9 Counterpart

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery by facsimile or email of any executed counterpart of this Agreement shall be equally as effective as delivery of a manually executed counterpart thereof.

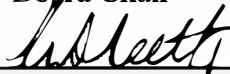
IN WITNESS WHEREOF the parties execute this Agreement as of the day, month and year first written above.

**BRANT COMMUNITY HEALTHCARE
SYSTEM**

By: 

Name: Peter Quinlan

Title: Board Chair

By: 

Name: Erin Sleeth

Title: Interim President & CEO

SCHEDULE "A"

FORM OF RELEASE

IN CONSIDERATION of the terms and conditions as detailed in this letter, plus such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **ERIN SLEETH**, on behalf of myself, my heirs, successors and assigns (hereinafter referred to as "Releasor"), hereby:

1. Release and forever discharge Brant Community Healthcare System, its subsidiaries, parents, divisions, and affiliates, and each of their past and present officers, directors, employees, servants, representatives and agents of any of the aforesaid entities and their predecessors, successors and assigns, (hereinafter collectively referred to as the "Releasees") jointly and severally from any and all actions, causes of action, complaints, applications, claims, demands and proceedings of whatever kind for damages, compensation, costs, notice of termination, pay-in-lieu of notice, termination pay, severance pay, pay, bonus, vacation pay, holiday pay, benefits, incentives, physical or mental disability, employment, reemployment, reinstatement, reprisal, indemnity, compensation, overtime, holiday pay, or any other remedy or entitlement which I or my successors, heirs, administrators or assigns had, may now have, or may have in the future arising out of my employment with the Releasees or the cessation of that employment, whether pursuant to the employment agreement, common law, statute, including but not limited to the *Employment Standards Act, 2000*, the *Human Rights Code*, the *Pay Equity Act*, or otherwise.
2. Acknowledge that:
 - a. signing this release is not a condition for me to first receiving money to which I would be otherwise entitled to by operation of law. I further acknowledge that the payment of the settlement monies by the Releasees to me is inclusive of and exhaustive of all possible claims for pay, notice of termination, pay-in-lieu of notice, termination pay, severance pay, bonus, overtime, compensation, employment, reemployment, reprisal, interest, benefits, vacation pay, holiday pay, or any other claim or entitlement, whether pursuant to the *Employment Standards Act, 2000*, the *Human Rights Code*, employment contract, common law, or otherwise.
 - b. any violation of my rights under the *Human Rights Code* related to my employment with the Releasees and/or the cessation of that employment are hereby settled and the consideration for the Release above is accepted in full and final satisfaction of the same. I agree not to make any Application under the *Human Rights Code* in respect of my employment with the Releasees and/or the cessation of that employment. In the event that a subsequent Application is filed under s. 34 of the *Human Rights Code* in respect of my employment with the Releasees and/or the cessation of that employment, this settlement shall apply to that Application and shall be treated as a settlement for the purpose of s.45.9 of the *Human Rights Code*.

3. Further agree that:

- a. I will not do anything to the detriment of the Releasees interests which includes making critical statements about the Releasees or its employees.
- b. I shall not disclose the facts of this settlement or agreement or the terms thereof to any third party, except my immediate family members, solicitor, my financial advisor, or except as required by law, without the consent of the Releasees;
- c. I have been afforded the opportunity to obtain legal advice with respect to the attached letter and with respect to this Full and Final Release, its meaning and execution; and,
- d. the settlement is not an admission whatsoever of liability on the part of the said Releasees.

Signed in Agreement at _____, this ____ day of _____, 2024

Erin Sleeth

Date

For the Hospital

Date