

THIS AGREEMENT is made effective this 17th day of December, 2025 (the "**Effective Date**"),

BETWEEN:

WINDSOR REGIONAL HOSPITAL

a corporation without share capital duly incorporated under the laws of the Province of Ontario having its head office at the City of Windsor, in the said Province

(the "Hospital")

-and-

Kristin Kennedy

(the "President and CEO")

RECITALS

- A. The Hospital wishes to employ Kristin Kennedy as the President and Chief Executive Officer of the Hospital.
- B. The Hospital and the President and CEO have agreed to enter into an employment relationship.
- C. The terms of the employment relationship have been negotiated between the Hospital and the President and CEO and are set out in this Agreement.

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, each capitalized term shall have the meaning attributed thereto:

- (a) "Agreement" means this agreement, including its recitals and all schedules attached to this agreement, all as may be supplemented or amended from time to time;
- (b) "Board" means the Board of Directors of the Hospital;
- (c) "Chair" means the Director elected by the Board to serve as Chair of the Board;
- (d) "President and CEO" means the President and Chief Executive Officer of the

Hospital as well as the “administrator” as defined by section 1 of the *Public Hospitals Act* of Ontario;

- (e) "Confidential Information" has the meaning ascribed in Article 13.1;
- (f) "OH" means Ontario Health at Home; and
- (g) "MOHLTC" means Ministry of Health and Long-Term Care.

1.2 **Entire Agreement**

This Agreement, including Schedules A and B, constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

Schedule A – Compensation of President and CEO

Schedule B – Employee Benefits

1.3 **Article Headings**

All paragraph headings have been inserted herein for convenience of reference only and do not form part of this Agreement.

ARTICLE 2 PRESIDENT AND CEO

- 2.1 The President and CEO agrees to serve as the President and CEO of the Hospital and to perform all duties and responsibilities consistent with the position of President and CEO to the best of her ability in compliance with all applicable laws, the Hospital's By-laws, policies, procedures, rules and regulations, all as may be amended from time to time, and this Agreement.

ARTICLE 3 ACCOUNTABILITY

- 3.1 The President and CEO shall be directly accountable to the report directly to the Board in accordance with the Hospital's by-laws and applicable policies and procedures.
- 3.2 The Chair shall act as the Board's central point of official communication with the President and CEO.
- 3.3 The President and CEO shall follow all lawful instructions and directions given to her by the Board.

ARTICLE 4 TERM

- 4.1 The term of this Agreement shall commence effective March 23, 2026 and shall continue indefinitely, unless terminated prior thereto in accordance with the provisions of Article 11 of this Agreement.

ARTICLE 5 FULL TIME AND ATTENTION

- 5.1 Except as expressly provided in Article 5.2 below, the President and CEO shall, throughout the term of her employment, devote her full time and attention to the business and affairs of the Hospital. The President and CEO acknowledges that this position will include the carrying out of duties in the evenings and weekends, as may be required from time to time, in addition to regular business hours. The President and CEO shall not, during the term of 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 Organizations").
- 5.2 (a) The President and CEO shall, with the Board's prior consent, be entitled to undertake activities for Other Organizations that are consistent with the President and CEO's responsibilities in respect of raising the profile of the Hospital and/or improving the Hospital's relationship with key stakeholders, such as the government (federal, provincial or municipal), the University of Western Ontario and the University of Windsor, other educational or research organizations, and other healthcare providers or their respective associations, provided that such activities do not interfere with her ability to discharge her responsibilities to the Hospital.
- (b) The President and CEO's total aggregate commitment to these other organizations shall not exceed the equivalent of ten (10) business days per year without any corresponding reduction in her salary.

ARTICLE 6 COMPENSATION

- 6.1 Subject to the terms and conditions of this Agreement, the President and CEO shall be entitled to the compensation set out in Schedule "A".

ARTICLE 7 PERFORMANCE REVIEW

- 7.1 On the annual performance review date, the Executive Committee of the Board will undertake a review of the President and CEO's performance, which will provide for a review of:
- (a) the President and CEO's progress toward achievement of objectives determined by the Board;
 - (b) the President and CEO's description as outlined in the Hospital's by-laws;
 - (c) the Hospital's performance under any accountability agreement between the Hospital and the MOHLTC/OH;
 - (d) any notices, compliance directives or orders issued by the Minister responsible for MOHLTC or the OH pursuant to the *Commitment to the Future of Medicare Act*, of Ontario or any other successor or similar legislation that may be enacted in the future; and

(e) other relevant matters.

7.2 The review process will also establish annual measurable performance expectations, including both short-term and long-term objectives for the President and CEO, as identified by the Board in cooperation with the President and CEO.

7.3 Based on the performance review, the Executive Committee of the Board will make recommendations to the Board in respect of any adjustments to the President and CEO's compensation in accordance with applicable Hospital policies, where legislatively permitted. The salary shall also be reviewed every year by the Board in light of the results of the President and CEO's performance review. Any salary increases, where legislatively permitted, shall be effective as of April 1st of the calendar year.

ARTICLE 8 VACATION ENTITLEMENT

8.1 The President and CEO will be entitled to vacation in accordance with the Hospital's policy in this regard.

ARTICLE 9 EMPLOYEE BENEFIT PLANS

9.1 The President and CEO shall participate in the Executive Benefit plan as made available by the Hospital to its full-time senior administrative personnel, including HOOPP, dental, group life insurance and extended health benefits as more particularly set out in Schedule "B".

9.2 The President and CEO acknowledges that some employee benefit plans may include compulsory employee participation and employee contributions at levels determined by the Hospital. The Hospital regularly reviews the employee benefit plan, as well as its insurance carriers, and accordingly, reserves the right to amend or discontinue the employee benefit plans and change its insurance carriers where deemed appropriate and without further notice to the President and CEO.

ARTICLE 10 EXPENSES

10.1 It is understood and agreed that the President and CEO will incur expenses in connection with her employment duties under this Agreement. The Hospital will reimburse the President and CEO for any reasonable and substantiated expenses provided such expenses were incurred in accordance with established Hospital policy and as approved by the Chair.

ARTICLE 11 TERMINATION

11.1 The President and CEO may terminate her employment pursuant to this Agreement voluntarily at any time by giving not less than one hundred and twenty (120) days' written notice to the Hospital. The Hospital may, with written notice, waive this notice period in whole or in part, but shall be required to continue providing the President and CEO both her salary and benefits, including pension, for the full one hundred and twenty (120) days and such waiver shall not constitute termination of the President and CEO's employment. In the event that the Hospital waives notice in whole or in part, and the benefit and/or

pension plans do not allow for the Hospital to continue the President and CEO's coverage/contributions during the waived period, the Hospital shall provide to the President and CEO a payment equal to the value of the benefit premiums and/or pension contributions that the Hospital would have paid had the benefit and/or pension plans allowed for it to do so.

11.2 This Agreement and the President and CEO's employment with the Hospital may be terminated, without the Hospital being obligated to provide the President and CEO with advance notice of termination or pay in lieu of such notice, whether under contract, statute, common law or otherwise if:

- (a) the President and CEO retires;
- (b) the President and CEO is unable to perform substantially all of her employment-related duties for a period of more than either three (3) consecutive months, or six (6) months in the aggregate during any twelve (12) month period. Failure by the Hospital to strictly rely upon this provision in any given instance or instances shall not in any way constitute a waiver of the Hospital's rights as stated herein;
- (c) the President and CEO's employment is terminated as provided for in Article 11.5;
or
- (d) the President and CEO dies.

In the event that the President and CEO's employment is terminated pursuant to (a), (b), (c), or (d) above, the President and CEO or the President and CEO's estate, as applicable, will not be entitled to receive any further compensation or benefits pursuant to the terms of this Agreement other than:

- (i) those that have accrued to the date of termination of the President and CEO's employment; and
- (ii) those death benefits, if applicable, which may be payable in accordance with applicable insurance policies.

11.3 This Agreement may be terminated by the Hospital for any reason by:

- (a) giving the President and CEO prior notice in writing equal to six (6) months, plus one (1) additional month for each full year of service up to a maximum of twenty-four (24) months notice in total (the "Notice Period").
- (b) paying to the President and CEO, in lieu of notice of termination:
 - (i) Base Salary continuance for the Notice Period; and
 - (ii) continued benefits coverage and pension plan contributions for the duration of the Notice Period. In the event that the benefit and/or pension plans do not allow for the Hospital to continue the President and CEO's coverage/contributions during the Notice Period, the Hospital shall provide to the President and CEO a payment equal to the value of the benefits

premiums and/or pension contributions that the Hospital would have paid had the benefit and/or pension plans allowed for it do to so.

These payments will be made less required statutory deductions and are considered inclusive of the Hospital's obligations to give "notice of termination" in accordance with the *Employment Standards Act, 2000*, as amended, and any other severance, termination or benefit obligations thereunder.

- 11.4 The President and CEO agrees to accept the pay-in-lieu of notice as set out in section 11.3 above 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 President and CEO under any applicable statute, and any rights that the President and CEO may have at common law, and the President and CEO waives any claim to any other payment or benefits from the Hospital and agrees that she will sign a release in a form satisfactory to the Hospital to this effect.
- 11.5 The Hospital may terminate the President and CEO's employment without notice or pay in lieu thereof in accordance and compliance with the Ontario *Employment Standards Act, 2000* and any regulations thereto, as may be amended from time to time.
- 11.6 The President and CEO hereby acknowledges and agrees that she will not be constructively dismissed in the event of a government mandated restructuring of the healthcare 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 President and CEO's responsibilities (e.g. may be a site administrator) and there is no decrease in the President and CEO's salary or benefits.

ARTICLE 12 LIABILITY INSURANCE

- 12.1 The Hospital shall insure the President and CEO under its general liability policy both during and after the term of her employment, for all acts done by the President and CEO in good faith and in the execution of her office as President and CEO, throughout the term of her employment, including where the President and CEO is specifically named in a lawsuit launched by a patient, member of the Medical Staff, or any other party where the Hospital is a co-defendant in accordance with policy limits and requirements.

ARTICLE 13 OWNERSHIP OF INFORMATION AND NON-DISCLOSURE

- 13.1 "Confidential Information" includes, without limitation, information and facts relating to the operation and affairs of the Hospital acquired by the President and CEO in the course of her employment, 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 or their health records, any product, device, equipment or machine, or employees. For greater certainty, Confidential Information shall not include:
 - (a) information and facts that are available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement; or

- (b) information and facts that become available to the President and CEO on a non-confidential basis from a source other than the Hospital.
- 13.2 All Confidential Information of the Hospital, whether it is developed by the President and CEO during her period of employment or by others employed or physicians engaged by or associated with the Hospital, is the exclusive property of the Hospital and shall at all times be regarded, treated and protected as such.
- 13.3 The President and CEO shall not disclose Confidential Information to any person or use any Confidential Information (other than as necessary in carrying out her duties on behalf of the Hospital) at any time during or subsequent to her period of employment without first obtaining the consent of the Chair, and the President and CEO shall take all reasonable precautions to prevent inadvertent disclosure of any such Confidential Information.
- 13.4 Within five (5) days after the termination of the President and CEO's employment by the Hospital for any reason, or of receipt by the President and CEO of a written request from the Hospital, the President and CEO shall promptly deliver to the Hospital all property belonging to the Hospital, including without limitation all Confidential Information (in whatever form) that is in the President and CEO's possession or under the President and CEO's control.
- 13.5 Nothing in this section precludes the President and CEO from disclosing Confidential Information at any time if disclosure of such Confidential Information is required by any law, regulation, governmental body, or authority or by court order, provided that before disclosure is made, notice of the requirement is provided to the Hospital, and to the extent possible in the circumstances, the Hospital is afforded an opportunity to dispute the requirement.
- 13.6 The contents of this Agreement shall not be disclosed by the President and CEO to anyone, except to the Board, to the President and CEO's own financial and legal advisors, or as required by law, regulation, governmental body, or court order. Requests for further disclosure will be made to the Chair for consideration.
- 13.7 The parties will agree in advance upon any appropriate press releases to announce the execution or termination of this Agreement.

ARTICLE 14 NON-SOLICITATION/NON-DISPARAGEMENT

- 14.1 The President and CEO will not, either while employed with the Hospital or for a period of twelve (12) months subsequent to the President and CEO's termination of employment for any reason, without the Hospital's express written consent, either as an individual, or in conjunction with any other person, firm, corporation, or other entity, whether acting as a principal, agent, employee, consultant, or in any capacity whatsoever solicit, attempt to solicit, or communicate in any way with any employees or physicians of the Hospital for the purpose of having such employees or physician employed or in any way engaged by another healthcare organization, person, firm, corporation, or other entity.
- 14.2 The President and CEO and the Hospital covenant and agree that neither party shall

engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the other party, which in the case of the Hospital, includes the Board, officers, employees, physicians and/or patients.

ARTICLE 15 GENERAL PROVISIONS

15.1 Binding Effect and Non-Assignment

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors, but shall not be capable of assignment by either party without the previous consent of the other party thereto.

15.2 Notice Provisions

Any notice to be given under this Agreement shall be in writing and shall be personally delivered or sent by registered mail to the following address or such other address as either party may from time to time designate to the other by notice given in accordance with this section:

Notices to the Hospital:
1995 Lens Avenue
Windsor, ON N8W 1L9
Attention: Chair, Board of Directors

Notices to President and CEO:
Attention: Kristin Kennedy

15.3 Severability

If any covenant or provision of this Agreement is determined to be void or unenforceable in whole or in part by any court, such determination shall not affect or impair the validity of any other covenant or provision of this Agreement, which shall remain in full force and effect as if the void or unenforceable covenant or provision had not been made part of this Agreement.

15.4 Waiver

No waiver by either party of any breach of any provisions herein shall constitute a waiver of the provision except with respect to the particular breach giving rise to the waiver.

15.5 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15.6 **Currency**

All dollar amounts set forth or referred to in this Agreement refer to Canadian currency.

15.7 **Withholding**

All payments made by the Hospital to the President and CEO or for the benefit of the President and CEO shall be less applicable withholdings and deductions.

15.8 **Recitals**

The President and CEO and the Hospital acknowledge and agree that the provisions contained in the preamble or recitals section of this Agreement form part of this Agreement and may be relied upon by either Party when interpreting this Agreement.

15.9 **Interpretation**

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted.

15.10 **Privacy Consent**

By accepting employment with the Hospital, the President and CEO consents to the Hospital collecting, using and disclosing the President and CEO's personal information to establish, manage, terminate and/or otherwise to administer the employment relationship, including, but not limited to:

- (a) ensuring that the President and CEO is properly remunerated for her services to the Hospital which may include disclosure to third party payroll providers;
- (b) administering and/or facilitating the provision of any benefits to which the President and CEO is or may become entitled, including benefits coverage, pension plan and incentive plans; this shall include the disclosure of the President and CEO's personal information to the Hospital's third-party service providers and administrators;
- (c) ensuring that the Hospital is able to comply with any regulatory, reporting and withholding requirements relating to the President and CEO 's employment;
- (d) performance and promotion;
- (e) monitoring the President and CEO's access to and use of the Hospital's electronic media services in order to ensure that the use of such services is in compliance with the Hospital's policies and procedures and is not in violation of any applicable laws; and
- (f) complying with the Hospital's obligations to report improper or illegal conduct by any director, officer, executive or agent of the Hospital under any applicable

health, criminal or other law.

15.11 Independent Legal Advice

The President and CEO confirms that, prior to the execution of this Agreement, she had a full and complete opportunity to obtain independent legal advice and representation and that she has either done so or has freely chosen not to obtain such advice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

WINDSOR REGIONAL HOSPITAL

BY: 

Name: Ian McLeod
Title: Chair, Board of Directors

BY: 

Name: Paul Lachance
Title: Vice-Chair, Board of Directors

I have read, understand and accept the terms and conditions of this Agreement.

SIGNED, SEALED &
DELIVERED in the presence of:



Witness



Kristin Kennedy

December 17, 2025

**SCHEDULE “A”
COMPENSATION OF PRESIDENT AND CEO**

During the term of her employment with the Hospital, the President and CEO shall be entitled to the compensation as set out below:

- (a) **Salary:** An annual salary of \$433,000.00 as of the Effective Date, less the President and CEO’s contributions to the Hospital pension and benefit plans (the “Base Salary”). Thereafter, the President and CEO’s salary will be subject to potential annual salary increases as may be determined appropriate by the Board, in consideration of the performance review conducted by the Executive Committee of the Board as more particularly described in Article 7, and any relevant legislative provisions.

Following the expiry of the current wage restraint legislation restrictions on salary increases, the Base Salary shall be reviewed each year by the Board. This annual review shall occur at a time period agreed by the President and CEO and the Chair for the express purpose of considering the appropriateness of annual salary or benefit increases.

- (b) **Performance Based Bonus:** Any performance based bonus entitlement payable in accordance with the Hospital’s Non-Union Performance Based Compensation Policy (“Annual Bonus”), which may be in place prior to the President and CEO retiring or resigning will be calculated as if the President and CEO had completed the full year of work for the entire calendar year within which she resigned or retired unless the provisions of Article 11 – Termination were the cause of the end of the employment relationship during that year.
- (c) **Automobile** – The Hospital will pay the President and CEO a monthly car allowance of \$850.00, subject to annual review by the Board after the President and CEO’s annual performance review. This allowance is intended to be used to purchase or lease a vehicle and all related expenses (repair, maintenance, fuel, insurance, etc.). Any mileage reimbursement from outside organizations (ex. OHA) will be remitted to the Hospital. No additional monies will be paid by the Hospital to the President and CEO with respect to automobile costs.
- (d) **Professional Development** - Life-long learning is valued at the Hospital, and the President and CEO will be encouraged to attend annual health care conferences and/or executive development to assist her in achieving personal learning objectives mutually agreeable with the Board Chair.
- (e) **Teaching** - The Hospital acknowledges that the Board has consented to the individual holding a part-time faculty appointment with McMaster University in the Master of Health Management Program at the DeGroote School of Business. The Individual will provide virtual instruction from approximately mid-January to mid-June, outside of regular business hours, for an estimated two (2) hours per week.

**SCHEDULE “B”
FULL TIME EXECUTIVE BENEFIT PLANS**

Please see the benefit booklet for full details.

- Dental Plan (exam/cleaning every 6 months, 100% for basic, 50% for major, 50% for Orthodontics- no age limit)
- Drug Plan (\$2.00 co-pay, \$9.00 cap dispensing fee)
- Extended Health Plan which includes but are not limited to (chiropractor, osteopath, podiatrist/chiroprapist, physiotherapist, private nursing) – maximums are variable, please see plan booklet
- Semi-Private Coverage
- Private Room coverage in a Public General Hospital to \$5,000 / calendar year
- Psychologist to \$300 / year, with no limit per visit
- Massage Therapy to \$400 / calendar year
- Speech Therapy to \$300 / calendar year
- Compression Stocking to 6 pairs every 12 months
- Vision to \$400 every 24 months with additional vision coverage (subject to reasonable and customary charges)
- Hearing Aids (One hearing aid in any 36 consecutive months)
- Out of Province/travel coverage
- Medical Items, as approved by the benefit carrier

100% Hospital Cost

- Accidental Death & Dismemberment (3X Annual Salary, maximum \$500,000)
- Group Life Insurance (3X annual Salary)
- Voluntary Life Insurance (Optional Benefit – 1,2,3 times salary)
- Spousal Life Insurance (Optional Benefit)

75% Hospital Cost, 25% Employee Cost

- Long Term Disability (75% of monthly earnings, 105 days qualifying)

Sick Time

- 100% of your rate effective date of hire

Pension Plan

- Effective Date of hire (full time)
- HOOPP – Hospitals of Ontario Pension Plan
- 6.9% of base salary up to YMPE (Years maximum pensionable earnings) max + 9.2% base salary over YMPE max
- Employee deduction matched by Hospital at 126%
- Reciprocal Transfers offered pending agreement with HOOPP

Vacation Entitlement

- Unlimited Vacation: See the Non-Union Vacation Policy for Full Time Employees

Paid Holidays (12)

New Year's Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Remembrance Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Family Day

2nd Monday in June