

January 5, 2012

Sandy Whittall
Integrated Vice President
Mental Health

Personal and Confidential

Dear Sandy:

With the recent proactive disclosure of executive contracts, we have received feedback prompting us to review the eligible expenses under our current executive benefit plan for expenses related to fitness within the Flexible Spending Account.

As a result, effective February 1, 2012, employee exercise programs (including aerobic classes, personal trainer, memberships at gym – GoodLife, The Athletic Club, YMCA etc.) will no longer be an eligible expense under the Flexible Spending Account.

As a result of these changes, we would like to give you an opportunity to review your current allocation for the 2012 calendar year and reallocate dollars from your flexible spending account to your Health Care Spending Account. I have attached a Flexible Spending Account allocation form and would ask that if you choose to change your allocation given the above information that you complete and send to Stacey Weir, Director, Human Resources, RMHC London by **January 31, 2012**. If we do not receive a reallocation form by that date, it will be assumed that you do not wish to amend your allocation. Any claims for eligible expenses prior to this change are to be submitted and received by Stacey Weir **on or before January 26th**.

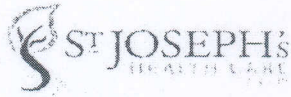
If you have any questions please do not hesitate to contact me.

Sincerely,

Karen Stone
Vice-President, Human Resources &
Organizational Development

CC: Dr. G. Kernaghan
HR File

S. Whitham by email



To: Executive employees –St. Joseph's Health Care, London
From: Stacey Weir, Director, Total Compensation, Human Resources
Date: August 3, 2011
Re: Perquisites Directive

Further to previous email communication on July 18, 2011, I am writing to provide you an update on changes to the flexible spending account as well as clarify your car allowance benefit. If you recall, the Management Board of Cabinet recently introduced a Perquisites Directive under the Broader Public Sector Accountability Act, 2010 that came into effect August 2, 2011. In order to ensure St. Joseph's Health Care, London is compliant with this directive, changes to the Flexible Spending Account plan design are required.

Effective August 2, 2011, the following Flexible Spending Account expenses will be allowable for reimbursement:

Exercise Programs for employee only

- Includes aerobics classes, personal trainer, membership at gym (GoodLife, The Athletic Club, YMCA, etc.)
- Excludes fitness equipment, sports leagues, tennis lessons, golf, curling, tennis, squash, social club memberships, etc.

Professional fees/dues for employee only

Professional Development expenses for employee only

Home and Mobile Internet service expenses

Nutrition Support expenses for employee only

- Includes fees for recognized programs such as weight watchers, Jenny Craig, etc.
- Excludes the cost of food or vitamins, cookbooks, cooking utensils

Smoking Cessation expenses for employee only

As a result of these changes you will be given the opportunity to re-allocate dollars currently in your flexible spending account to your Health Care Spending Account. A re-allocation form is attached and can be submitted to me directly in Human Resources, RMHC, London by August 31, 2011. If a re-allocation form is not received by this date, it will be assumed that you do not wish to amend your allocation.

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For expenses that have been incurred prior to August 2nd and may have been eligible with the previous plan, you will have until August 31, 2011 to submit to myself for reimbursement.

Car Allowance

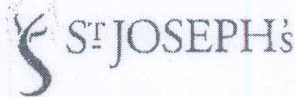
In order to provide further clarification on your car allowance benefit, please be advised this benefit is intended to cover all local mileage and parking expenses you may incur (inclusive of travel to RMHC, St. Thomas). Should you travel out of town and use your own vehicle, rental car or public transit you will be eligible for reimbursement of those additional travel expenses (including mileage and parking).

If you have questions regarding the above, please contact me directly at ext. 42779.

CC: HR file



London Health
Sciences Centre



March 28, 2011

Personal & Confidential

Ms. Sandy Whittall
Integrated Vice President, Mental Health
St. Joseph's Health Care, London and London Health Sciences Centre

Re: Excellent Care for All Act (ECFAA) and Performance Based Executive Compensation

Dear Sandy:

As you are aware, the *Excellent Care for All Act, Bill 46* became law on June 28, 2010 requiring public hospitals to develop annual quality improvement plans (QIP) linking a portion of executive compensation to the achievement of performance improvement targets set out in the annual QIP.

In order to comply with this legislation, St. Joseph's and LHSC have each established their respective QIP which will each come into effect April 1, 2011 and will result in 3% of your current annual salary becoming "at risk" related to the annual QIP indicators.

Given your role as an Integrated Vice President, targets established in both the St. Joseph's QIP and the LHSC QIP will be considered when determining what portion of the 3% will be payable to you following evaluation of corporate performance in 2012. The current cost sharing agreement between the two organizations for your position will be used to determine how the overall 3% is split between each organization. This means a percentage of your pay at risk is related to QIP achievement at St. Joseph's and a percentage of the pay at risk is related to QIP achievement at LHSC.

Today, your annual base salary is \$217,464. Given the above changes, effective April 1, 2011, your annual base salary will reduce to \$211,127 and payment of any portion of the remaining \$6,337 (3%) will be dependent on the corporate performance within each QIP. Should performance result in a payment, it is expected it will be paid to you as a lump sum in May 2012 subject to any applicable statutory deductions and will be considered pensionable. Additionally, you should further be advised that this change in base salary will impact your Long Term Disability (LTD) coverage. Beginning April 1, 2011, insurance for LTD will be based on the base salary amount of \$211,127. The compensation tied to performance will not be insured.

\$108.27/hr
5107110101

Page 2 of 2

Attached is a copy of the 2011/2012 QIP plans for each hospital and the respective performance targets.

Sandy, should you wish to discuss these changes further, please do not hesitate to contact either one of us.

Sincerely,

Gillian Kernaghan, MD, CCFP, FCFP
President and Chief Executive Officer
St. Joseph's Health Care, London

Bonnie Adamson, MScN, FCCHSE, FACHE
President and Chief Executive Officer
London Health Sciences Centre

CC: HR file



London Health
Sciences Centre



Office of the President
268 Grosvenor Street
London, Ontario, Canada N6A 4V2
Telephone: (519) 646-6100 Ext. 64200
Fax: (519) 646-6054

June 3, 2009

Sandy Whittall
Interim Chief Operating Officer
Senior Administration

Dear Sandy:

I am pleased to advise you that based on my recommendations, the Joint Services Committee has approved a 1.5% annual adjustment to our executive compensation, retroactive to April 1st, 2009. Effective April 1st, your new annualized salary will be \$217,460. There will be no changes in your benefits at this time. The monthly Chief Operating Officer stipend will also remain unchanged.

I would like to take this opportunity to thank you for your ongoing dedication and support as we pursue our strategic directions for London Hospitals.

This annual adjustment will be paid to you retroactively on your pay deposit of June 11, 2009. Should you have any questions, please contact Karen Stone who will be available for individual consultation.

Sincerely,

Cliff Nordal, FCCCHSE
President and Chief Executive Officer
London Health Sciences Centre
and
President and Chief Executive Officer
St. Joseph's Health Care, London

cc: Employee File

St. Joseph's Health Care
250 Commissioners Road East
London, Ontario, Canada N6A 3W9
Telephone: 519-385-3482
Fax: 519-385-3225

August 5, 2008

Personal & Confidential

Sandy Whittall
Integrated Vice President, Mental Health Services
St. Joseph's Health Care London

Dear Sandy:

This letter will confirm your appointment as the shared Chief Operating Officer (COO) for London Health Sciences Centre and St. Joseph's Health Care London, on an interim basis effective August 18, 2008. The duration of this position is contingent upon the successful recruitment of the permanent Chief Operating Officer role.

In recognition of the additional accountability and complexity of this role, you will be paid a monthly stipend in the amount of \$5,000 in addition to your current annual salary of \$214,247.

This stipend will be paid to you on the first pay following the month in which the stipend is accrued. Your first payment will be visible on the pay date of September 4, 2008 and pro-rated for the month of August. This stipend is subject to pension contributions. There will be no changes to your coverage for benefits or insurance purposes.

Thank you again for your support during this transition period.

Sincerely,

Cliff Nordin, FCOHSE
President and Chief Executive Officer

Copy HR file



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Sciences Centre



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April 28, 2008

PERSONAL & CONFIDENTIAL

Sandy Whittall
IVP, Mental Health Services
Room A-111
Regional Mental Health Care, London

Dear Sandy:

This letter supercedes your letter dated April 22, 2008 and acknowledges that there was an error in that letter related to your salary information.

This letter will confirm your current base salary will be adjusted by 3% effective April 1, 2008. In addition, the Joint Services Committee of the Boards has agreed to review the current compensation structure for Vice President roles inclusive of a market review. I have asked both Senior Directors of HR to lead this work and prepare a report for the Joint Services Committee by the end of September 2008.

Secondly, I want to communicate some changes with respect to HOOPP. As you are aware, it is the organization's practice to pay both the hospital and employee contributions to HOOPP on your behalf. After examining this practice, we are aware that this is not typical hospital sector practice.

As a result, we will be changing our current practice to reflect the shared HOOPP contribution practice. Effective April 1, 2008, the hospital will continue to pay the employer portion of the HOOPP contribution and you will begin paying the employee portion of the contribution.

To ensure a relatively neutral transition cost to you, the hospital will increase your salary by the amount of the "employee portion" of the contribution previously made by the hospital on your behalf. There is a slight negative impact on your net pay given the changes to the base pay calculation, however the enhanced benefit at retirement provides an offset for this reduction.

If you have any questions on the calculation or application of the changes, please call Karen Stone, who will make herself available for individual consultation.

Sincerely,

Cliff Norda
President and Chief Executive Officer, London Health Sciences Centre and
President and Chief Executive Officer, St. Joseph's Health Care, London

cc: Personnel File ✓

*P.S. I understand Karen has already
connected with you J*

SUMMARY OF YOUR NEW SALARY SITUATION:

| Current Salary | 3% April 1, 2008 Increase | April 1, 2008 New Salary | 2008 HOOPP Conversion | Final Salary | Fringe Benefits (Taxable) |
|-----------------------|----------------------------------|---------------------------------|------------------------------|---------------------|----------------------------------|
| \$191,392.50 | \$5,741.78 | \$197,134.28 | \$17,103.65 | \$214,237.93 | \$20,000.00 |

EXAMPLE OF IMPACT ON RETIREMENT BENEFIT DUE TO CHANGE IN PRACTICE:

Estimated Impact on HOOPP Annual Retirement Pension
Retirement Date: January 1, 2013

| | Salary | Basic Pension | Bridge Benefit | Total Pension | Difference |
|----------------------------|---------------|----------------------|-----------------------|----------------------|-------------------|
| Current Calculation | \$200,000 | \$124,506 | \$6,735 | \$131,241 | |
| New Calculation | \$217,395 | \$135,912 | \$6,735 | \$142,647 | \$11,406 |

Assumptions:

1. 3% annual increase
2. Average YMPE \$44,900
3. 30 years service
4. Age 60 on retirement

Office of the President

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www.sjhc.london.on.ca



June 13, 2007

Ms. Sandy Whittall
Integrated Vice President Mental Health Services

Dear Sandy,

I am pleased to inform you that based on my recommendations the Joint Services Committee has approved adjustments to our executive compensation retroactive to April 1st, 2007. Effective April 1st, your new annualized salary will be \$191,400. There will be no changes in your benefits at this time.

I would like to take this opportunity to thank you for your ongoing dedication and support as we cope with the challenges of our changing industry and pursue our strategic directions for the London Hospitals.

By copy of this letter to Tracey Hill, I am authorizing this adjustment that will be paid to you retroactively on your cheque of June 28, 2007.

Yours truly,

Cliff Nordal / BSc, MBA, FCCHSE
President and Chief Executive Officer

cc: Tracey Hill
Ken Deane

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Personal and Confidential

December 12, 2006

Ms. Sandy Whittall
Integrated Vice President
Mental Health Programs
London Health Sciences Centre/St. Joseph's Health Care, London
850 Highbury Avenue
London, ON
N6A 4H1

0097340

RE: 2006 Compensation

Dear Sandy:

Recently the Joint Services Committee, comprised of Board members from LHSC and SJHC worked with me and Mercer Human Resources Consulting Group to conduct an extensive review of the compensation and benefits paid to our executives. As a result of this review the salary portion of your compensation will increase to an annualized amount of \$185,800 retroactive to April 1, 2006.

Payroll services will be adjusting your pay rate and processing your retroactive payment for the December 28th, 2006 pay.

We will not be making further adjustments to your benefits or perquisites at this time.

I would like to take this opportunity to thank you for your continued support and leadership as our health care system continues to evolve to meet the changing needs of the people we serve.

Sincerely,

Cliff A. Nordal, F.C.C.H.S.E.
President & Chief Executive Officer
St. Joseph's Health Care, London
President & Chief Executive Officer
London Health Sciences Centre

cc: L. Walls
B. Orr
T. Hill - Compensation Specialist

9508 11/18/06 ✓

November 14, 2005

PERSONAL & CONFIDENTIAL

Ms. Sandy Whittall
Integrated Vice President – Mental Health Programs
St. Joseph's Health Care, London
Regional Mental Health Care, London
850 Highbury Avenue
London, ON
N6A 4H1

RE: 2005 Compensation

Dear Sandy:

Recently SJHC and LHSC completed a review of Executive salaries and benefits and we are pleased to confirm the details of the changes for 2005. In terms of your cash compensation, all Executives will receive a salary increase of 2.5% retroactive to April 1, 2005. Your new annualized base salary will be \$177,800 retroactive to April 1, 2005.

SJHC's payroll services will be adjusting your pay rate and processing your retroactive payment over the next two periods.

I am also pleased to announce that London's Hospitals are introducing a new early retirement benefit provision for Executives. This applies should a SJHC, LHSC or Integrated Executive member choose to take early retirement and provides basic benefits coverage to age 65. The details are provided below:

- A limited benefit package to Executives who opt for early retirement to, but not beyond the age of 65. All premiums are paid for by the Hospital. The limited benefits package includes the following:
 - Extended health care
 - Dental
 - Semi-private hospitalization
 - Life insurance – flat amount of \$100,000

- > These benefits would cease if an Executive taking early retirement becomes re-employed and eligible for benefit coverage elsewhere.

I would like to take this opportunity to express my appreciation for your ongoing leadership as an integrated Vice President during these challenging and interesting times.

Sincerely,

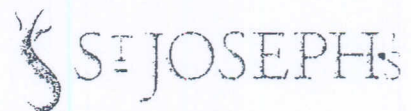
Cliff A. Nordan, FCCHSE
President & Chief Executive Officer
St. Joseph's Health Care, London

Tony Dagnone, C.M., FCCHSE
President & Chief Executive Officer
London Health Sciences Centre

cc: L. Walls
T. Hill – Compensation Specialist

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July 5th, 2004

Ms. Tracey Hill
Compensation Specialist
Human Resources Department
St. Joseph's Health Care, London
London, Ontario

Dear Tracey:

A two percent (2%) adjustment to the salary scales for Vice Presidents and Executive Vice Presidents has been agreed to by London Health Sciences Centre and St. Joseph's Health Care. Each individual's salary is also being adjusted by 2% (adjusted upward to the nearest \$100). The new salary levels are as follows and the changes are effective retroactive to April 1st, 2004.

| | <u>Current</u> | <u>New</u> |
|------------------|----------------|------------|
| Sandy Whittall ✓ | 170,000 | 173,400 |

There are no benefit changes being made at this time.

Thank you.

Sincerely,

Cliff Nordal, FCCHSE
President & Chief Executive Officer

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Office of the President

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tel.: (519) 646-6100 ext. 64200
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www.sjhc.london.on.ca



July 30th, 2003

Ms. Sandy Whittall
Integrated Vice-President, Mental Health Programs
St. Joseph's Health Care, London

Dear Sandy:

I am pleased to confirm that a compensation adjustment has been approved for your position. Your annual salary will be adjusted to \$170,000/annum and is retroactive to April 1st, 2003.

In addition, the hospital is also increasing the monthly car allowance paid to Vice-Presidents to \$1,000/annum. This new rate is also retroactive to April 1st, 2003 and is consistent with those at LHSC.

My thanks and appreciation for your exemplary efforts and leadership as we continue our quest to create the new St. Joseph's Health Care.

Sincerely,

Cliff Nordal, FCCCHSE
President & Chief Executive Officer

cc: Tracey Hill, Compensation Specialist, Human Resources

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COPY

November 4, 2002

Ms. Sandy Whittall
Integrated Vice President
Strategic Alliance & Networks
268 Grosvenor Street
London, ON
N6A 4V2

Dear Sandy:

I am pleased to formally offer you the position of Integrated Vice President, Mental Health with St. Joseph's Health Care, London and London Health Sciences Centre. Given your current personal circumstances we are estimating a start date of approximately November 25th, 2002. We will confirm this date upon your return to work. Your annual salary will be \$164,000 and is subject to annual review on April 1st of each year. We further agreed that in recognition of your interim assignment as an Acting Vice President, Mental Health St. Joseph's will provide you with a one-time \$10,000 bonus, payable within the first two weeks of your assuming this responsibility on a permanent basis and subject to normal required deductions.

Your length of service with London Health Sciences Centre is fully recognized on your transfer from LHSC to St. Joseph's.

Attached is your employment contract. This is consistent with the employment contracts offered to other vice presidents at St. Joseph's Health Care, London. Please review this in detail and let me know if you have any questions.

Sandy, we have many exciting challenges ahead of us and look forward to our mutually beneficial relationship. Our very best wishes for continued success in your career.

Sincerely,

Cliff A. Nordal, FCCHSE
President & Chief Executive Officer
St. Joseph's Health Care, London

Tony Dagnone, FCCHSE
President & Chief Executive Officer
London Health Sciences Centre

EXECUTIVE EMPLOYMENT CONTRACT

AGREEMENT made this day of November, 2002

BETWEEN:

St. Joseph's Health Care, London, a Non-Share Capital Corporation duly incorporated under the laws of the Province of Ontario, having its head office at the City of London, in the County of Middlesex (hereinafter "the Hospital")

OF THE FIRST PART

- and -

SANDY WHITTALL
(hereinafter "the Employee")

OF THE SECOND PART

WHEREAS the Hospital is engaged in the management, operation and maintenance of a public hospital in the City of London;

AND WHEREAS the Hospital and London Health Sciences Centre (LHSC) have embarked upon a trial joint appointment initiative to share certain leadership positions;

AND WHEREAS the Employee has been selected and has agreed to accept a position described and referred to herein as one of the joint appointments, aforesaid;

AND WHEREAS the Hospital and the Employee have agreed to continue their employment relationship for the mutual benefit of the Hospital, LHSC, and the Employee in accordance with the terms and conditions set out in this agreement:

NOW THEREFORE IT IS AGREED THAT the terms and conditions of such employment relationship shall be as follows:

I: APPOINTMENT

The Hospital hereby agrees to employ the Employee as Integrated Vice-President, Mental Health and the Employee hereby agrees to accept such employment and to perform such duties and exercise such powers as may be prescribed or specified herein or as reasonably prescribed or specified from time to time by the Hospital and LHSC. The term of this employment shall continue on an indefinite basis until terminated in accordance with the provisions of this agreement.

II. DUTIES & RESPONSIBILITIES

1. The Employee shall be employed by the Hospital to perform the duties and responsibilities of Integrated Vice-President, Mental Health for the Hospital and LHSC and shall have power and authority to manage and direct the assigned operations of the said organizations. The Employee shall well and faithfully perform and carry out all lawful direction given by the Hospital and LHSC and shall at all times comply with the by-laws, rules and regulations of both hospitals as amended from time to time.
2. During the term of this agreement, the Employee shall devote the whole of her time, attention and ability to the performance of her duties and responsibilities and shall not accept employment, or engage in self-employment, with any other individual, firm, corporation or agency of government at any time during the term of this agreement which may interfere or conflict with his duties as provided for herein. For the duration of the trial joint appointment, the Employee shall discharge her duties and responsibilities in a manner consistent with the expectations outlined in Appendix I hereto, which appendix shall form part of this agreement.
3. The Employee shall report directly to the President and CEO of the Hospital and a senior executive to be named at LHSC and shall accept such direction and responsibility as assigned by the hospitals in accordance with the trial joint appointment initiative. The Employee's duties and responsibilities thereunder shall be owed to both hospitals and the Employee shall use her best efforts at all times to promote the interests of both hospitals on an equal basis.

III. TERMINATION OF THE TRIAL JOINT APPOINTMENT INITIATIVE

1. 1. The Hospital and the Employee acknowledge that continuation of the trial joint appointment initiative shall be subject to the following:
 - (a) At the completion of the transition period for implementation of the HSRC Directives for London, the Hospital and LHSC will consider which, if any, jointly-appointed positions should be continued;
 - (b) Appointment to joint positions will be formally evaluated by the Hospital and LHSC;
 - (c) The performance of the Employee in meeting expectations outlined in Appendix I hereto will be a factor in determining the continuation of the joint appointment initiative.

2. The Hospital and the Employee further acknowledge that the trial joint appointment initiative is terminable upon either of the following events:
 - (a) by reason of the resignation or termination of employment of the President and CEO of either the Hospital or LHSC or other material change in senior personnel, as determined by their respective Boards of Directors; and
 - (b) on 60 days' written notice, if, in the opinion of the President and CEO and Board of Directors of either the Hospital or LHSC, the trial joint appointment fails to meet the management requirements of their respective organizations.
3. In the event that the trial joint appointment initiative is discontinued or terminated in any of the circumstances described in sub-paragraphs 1 and 2, supra, the Employee shall assume a non-integrated senior position of reasonably comparable responsibility, and shall continue to discharge the duties and responsibilities associated with such position at the direction of the President and CEO of the Hospital.
4. The Hospital and the Employee agree that, in the event of discontinuance or termination of the trial joint appointment initiative, aforesaid, the Employee's assumption of a position as Vice-President reporting to the President and CEO shall not be deemed or construed in any circumstances to amount to a termination of employment, and all of the provisions of this agreement shall remain in full force and effect, with necessary modifications to reflect the assumption of a reasonably comparable position. For clarity, this is as outlined in Section III, 3 above.

IV. TERMINATION OF EMPLOYMENT

This agreement may be terminated under the following conditions:

- (a) Mutual consent in writing;
- (b) In addition, without limiting or otherwise affecting any of the remedies which the Hospital may have hereunder, the Hospital may terminate the employment of the Employee without notice, for just cause. For the purposes of this sub-paragraph, "just cause" shall include, but is not limited to:
 - (i) failure of the Employee to make herself available on a full-time basis except for periods of absence otherwise contemplated by this agreement;
 - (ii) serious misconduct by the Employee;

- (iii) any violation of a material provision of this agreement detrimental to the Hospital.
- (c) The Employee may terminate her employment by giving to the Hospital thirty (30) days' notice in writing or such lesser notice as the parties may mutually agree;
- (d) The Hospital may terminate the employment of the Employee and no other cost, expense, benefit or liability will be owed save and except the notice amounts described below, which shall be deemed to be inclusive of any amounts payable pursuant to the *Employment Standards Act*. Such termination can occur at any time by the Hospital,
 - (i) giving the Employee fifty-two (52) weeks minimum payment in lieu of notice and, further, giving the Employee an additional four (4) weeks' payment in lieu of notice for each full year of continuous employment with the Hospital since date of hire. Payment may be made in installments at the time and in the amount at which the Employee would have been paid prior to termination;
 - (ii) payment in lieu of notice described in (i) above shall in no case be less than fifty-two (52) weeks or more than one-hundred and four (104) weeks.
 - (iii) upon the mutual agreement of the parties, a lump sum settlement may be substituted for payment in lieu of notice.
- (e) The Employee, upon such termination will continue to be eligible to participate in the same executive benefit plans save and except sick leave and long term disability for a period equal to the notice period for which salary continuance is applied. Vacation pay will continue to be earned until the expiry of the notice period and shall be paid out at the conclusion of the notice period. Upon written request, the Employee will be entitled to professional career counseling to a maximum of \$10,000.
- (f) If the Hospital changes its reporting structures to the extent that the Employee no longer reports to the President and CEO, the Employee shall be entitled to have deemed that the Hospital has terminated her employment and the provisions of clause (d) and (e) shall apply provided the Employee notifies the Hospital in writing of her intent to exercise this option within thirty (30) days of the change in reporting relationships.

V. REMUNERATION

During the employment of the Employee, the Hospital agrees to pay and provide to the Employee the following:

- (a) An annual regular salary of \$164,000 payable at intervals of not less often than semi-monthly, subject to employee payroll deductions as required by benefit plans and applicable legislation. The salary for this position will be assessed by the Hospital's Board and CEO April 1, 2003 and annually thereafter.
- (b) Such benefits as the Hospital may in its sole discretion grant from time to time. Without derogating from the Hospital's right to exercise such discretion, benefits may include:
 - (i) \$800 monthly car allowance;
 - (ii) group life insurance in the amount of five hundred thousand dollars (\$500,000);
 - (iii) short-term sick leave in the amount of 100% base salary for the first 30 weeks and then long-term disability insurance coverage in accordance with the Hospital's standard management plan (HOODIP);
 - (iv) extended health care and dental benefits consistent with the Hospital's standard management plan;
 - (v) a flexible spending account with an annual maximum of \$8000 to be spent in accordance with the terms and conditions of the plan which may include supplemental health and dental benefits beyond those currently provided by the regular Hospital benefit plans;
 - (vi) the Hospital will pay the cost of two professional memberships aligned with the position and any others approved by the President and CEO;
 - (vii) the Hospital agrees to pay all reasonable business related expenses as agreed. Such expenses incurred during the conduct of Hospital business will be subject to approval by the President or his designate.
 - (viii) Coverage of both the Hospital's and Employee's monthly contribution to the Hospital's of Ontario Pension Plan (HOOPP).

It is understood that the Hospital's responsibility for any insurance, pension or benefit plan is limited to the contribution of the Hospital's agreed share of premiums and the Hospital is not the insurer of any benefits provided pursuant to such plans.

VI. VACATION

During each twelve (12) month period under this agreement, the Employee shall be entitled to five (5) weeks paid vacation. At 23 years of service the entitlement increases to six (6) weeks paid vacation. Vacation entitlement will change subject to corporate policy. The time of such paid vacation shall be as mutually agreed by the Employee and the Hospital and whether it is taken in installments or all at once, shall be determined by the Employee and the Hospital provided, however, that there shall be no more than 150% of the annual vacation entitlement accumulated at any time without the written approval of the President and CEO of the Hospital.

VII. CONFIDENTIALITY

1. The Employee acknowledges that she has had access to and has been entrusted with, or may continue to have access to and be trusted with, in the course of her employment, confidential information and documents relating to the present and future business of the Hospital and LHSC and the Employee acknowledges and agrees that the right to maintain the confidentiality of such information and documents to preserve the goodwill of the said hospitals constitutes proprietary rights which they are entitled to protect. Accordingly, the Employee hereby covenants and agrees with the Hospital and acknowledges that this covenant shall survive the termination of this agreement, that she will not, either during the currency of this agreement or any time thereafter, disclose any confidential information or documents of the Hospital or LHSC to any person, or use of same for purposes other than the purpose of the said hospitals. The Employee acknowledges and agrees that the restrictions hereinbefore contained are reasonable in the circumstances and hereby commits to maintain the confidentiality described in this agreement.
2. For the duration of the trial joint appointment initiative, the Employee shall not be obliged to maintain the confidentiality of such information and documents as between the Hospital and LHSC, and shall disclose such information and documents to the President and CEO or senior management group at each Hospital when required in discharging the duties and responsibilities of her joint appointment. In circumstances when the Employee has reason to believe that the interests of the two hospitals are conflicting, the Employee shall forthwith disclose such conflict of interest to the President and CEO at each hospital and shall accept with direction as may be provided after the said parties or their respective Boards of Directors have conferred.

VIII. SEVERABILITY

In the event that any covenant or provision of the within agreement is determined to be void or unforeseeable in whole or in part, it shall not effect or be deemed to effect or impair the validity of any other covenant or provision hereof and the remainder of the agreement shall be in full force and effect.

IX. NOTICE

The parties shall be deemed to have received notice if;

- (a) it is delivered to the Employee or to the Hospital as the case may be; or,
- (b) it is mailed addressed to that party, in the case of the Hospital or in the case of the Employee, at his last residential address known to the Hospital, and five (5) days have elapsed thereafter without a substantial and relevant postal disruption.

X. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Hospital and the Employee with respect to the employment of the Employee and cancels and supercedes any prior agreements or understandings between the parties with respect thereto. The parties acknowledge that there are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth herein.

XI. ASSIGNMENT

This agreement shall not be assigned by either party without prior written consent of the other party.

XII. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The Courts of the Province of Ontario shall have jurisdiction (but not exclusive jurisdiction) to hear and determine all disputes and claims relating to this agreement.

XIII. SUCCESSORS AND ASSIGNS

This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective permitted heirs, executors, administrators, successors and assigns.

IN WITNESS HEREOF the parties hereto have hereunto set their hands and seals as at the day and year first written.

SIGNED, SEALED AND)
DELIVERED)

) Sandy Whittall
) Integrated Vice President, - Mental Health

)
)
) Cliff Nordal
) President and CEO '