

Office of the President

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February 21, 2017

Private and Confidential

Ms. Jodi Younger

Dear Jodi,

It is our great pleasure to confirm in writing our verbal offer for the position of Vice President, Patient Care and Quality for St. Joseph's Health Care London (St. Joseph's) on a regular full-time

basis commencing ~~May 3, 2017~~. *May 8, 2017 JY*

Your employment terms and conditions, including remuneration, are summarized below.

1. Your annual base salary will be \$200,129 subject to all applicable statutory withholdings and deductions.
2. You will be eligible to earn annual performance based compensation of up to 3% of the above noted base salary (\$5,996) based on corporate performance measured under the annual quality improvement plans (QIP) as required by the *Excellent Care for All Act, Bill 46*. Eligibility for the payment of this compensation is not guaranteed. Should performance result in payment, it is expected it will be paid to you as a lump sum subject to any applicable statutory deductions and will be considered pensionable.
3. Automobile allowance of \$1,000 per month. Because of this benefit, automobile travel and local parking expenses are not eligible for reimbursement.
4. Extended Health Care, Hospitalization and Dental benefits consistent with the St. Joseph's executive benefit plan. *waiting period waived JY*
5. Membership in the Healthcare of Ontario Pension Plan (HOOPP).
6. Executive flexible spending account of \$8,000 per calendar year that includes flexible health care spending account provisions as described in the executive flexible spending account plan document.
7. Short term disability and long term disability insurance on your base salary in accordance with the St. Joseph's executive benefits plan. *waiting period waived JY*

CARING FOR THE BODY, MIND & SPIRIT SINCE 1869

Renowned for compassionate care, St. Joseph's is one of the best academic health care organizations in Canada dedicated to helping people live to their fullest by minimizing the effects of injury, disease and disability through excellence in care, teaching and research.



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8. Life insurance and accidental death and dismemberment insurance coverage each in the amount of \$500,000 payable to your designated beneficiary.
9. A limited retiree benefits package inclusive of extended health care, hospitalization, dental benefits and a flat amount of \$100,000 life insurance is available. This package will continue up to the age of sixty-five (65) provided you pay 100% of the premium cost and will cease if you become re-employed and are eligible for coverage elsewhere.
10. Annually, vacation entitlement of five (5) weeks of paid vacation. Increases to paid vacation are based on years of service in accordance with the executive vacation plan.
11. Paid time off for the twelve (12) legislated and hospital recognized public holidays.
12. Out of province and out of country business and personal comprehensive travel insurance.
13. Employer paid annual professional dues to a maximum of \$1,000, for up to two professional associations related to healthcare or the executive's career profession.
14. A professional development fund of \$5,000 plus five (5) days of paid leave to be used to cover direct cost and time spent on a work related, individualized, professional development.

It is important for you to know a new Ontario regulation; Executive Compensation Framework (Ontario regulation 304/16) under the Broader Public Sector Executive Compensation Act, 2014 became effective September 6, 2016. The new legislative requirement must be complied with on or before September 6, 2017 including posting of our new executive compensation program on our hospital public website. This regulation sets out the process for determining the parameters of executive total compensation that will be available. All Ontario broader public sector employers, including St. Joseph's Health Care London are now in process to become compliant with this new framework. As a result, a new Executive Compensation Program will be created for all executives of St. Joseph's Health Care London, overseen and approved by our Board of Directors, including your role as Vice President, Patient Care and Quality. I would encourage you to read this legislation in its entirety. As a result of this legislation, the details of this employment offer are subject to change, based on the new Executive compensation program that will come into effect.

St. Joseph's may terminate your employment without cause at any time by notice in writing. In the event of termination without cause you will receive in lieu of notice payment of 52 weeks of base salary, less any withholding taxes and other required deductions. Base salary for the purposes of termination is defined as the base salary less the performance or at risk components of compensation as would normally be awarded annually under the Excellent Care for All Act. Continuation hospitalization, extended health, dental, life insurance, out-of-province and country travel insurance and executive flexible spending account benefits for a period equal to the notice period unless you otherwise obtain replacement coverage from new employment with another organization/entity. Continuation will occur in the HOOPP pension plan for a period equal to the notice period, or until you commence work with another HOOPP employer, or the date you join another registered pension plan.

We are offering you a relocation budget with a maximum value of \$20,000 to cover your relocation costs. These include real estate fees, land transfer tax, legal fees, temporary accommodation expenses and moving expenses. Temporary accommodation expenses are capped at a maximum of 50% of the \$20,000 maximum. These funds will be accessible through the payroll reimbursement process and are intended to be spent within the first six (6) months of your start date. Should you voluntarily leave your employment with St. Joseph's or are terminated for cause within one(1) year of the closing date of your new home, you will be required to reimburse 50% of the amount paid to you, under this benefit, within twelve (12) months of your termination date.

As an executive of St. Joseph's, you are required to periodically perform administrator-on-call duties that include assuming additional corporate leadership responsibilities during an emergency or other unusual circumstance. While performing administrator on-call duties, you are required to be available to provide on-site leadership to the hospital on a 24 hour/7day basis.

It is a business requirement to be able to travel to any of the facilities operated by St. Joseph's, travel out of the London area and to be in contact with the hospital while on-call, during declared emergencies or unusual situations that may arise at any time. To support these requirements you will be provided with a standard laptop computer, blackberry and a pager.

This offer of employment is conditional upon your completion of the St. Joseph's Privacy and Confidentiality Education Program on your first day of employment and a satisfactory health review through our Occupational Health Unit.

Jodi, this is a very exciting time in healthcare and we look forward to working with you. As a final step, please sign the declaration at the end of this letter to signify your acceptance of the offer and return a signed copy to Karen Stone, Vice President, Human Resources and Facilities, for our records.

Should you have any questions, please do not hesitate to contact either of us directly.

Sincerely,

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

cc. employee file

DECLARATION

I understand and accept this offer of employment as Vice President, Patient Care and Quality for St. Joseph's Health Care London and all of the associated conditions of employment associated with being an employee of St. Joseph's Health Care London.

Jodi Younger

Date