



Mr. Steve Street

This Agreement confirms our offer of employment for the position of President and Chief Executive Officer for North Wellington Health Care and Groves Memorial Community Hospital, which are the hospitals in the Wellington Health Care Alliance (collectively the "Hospitals" and individually the "Hospital"). This offer is open for acceptance until December 4, 2015.

The Hospitals confirm that you are currently employed by North Wellington Health Care and provide services to the Hospitals in the position of Vice President Corporate Services and Planning. The terms of your employment as Vice President Corporate Services and Planning are governed by the terms of an employment agreement dated March 11, 2011 (the "VP Employment Agreement"). Except as expressly modified by this Agreement, the terms of the VP Employment Agreement shall remain in effect.

**1. Term**

This Agreement will commence on March 11, 2016 for a fixed-term term of 18 months terminating on September 11, 2017, unless terminated earlier in accordance with this Agreement (the "Term") or extended by mutual agreement of the parties.

**2. Salary**

During the Term, you will be paid an annual salary of \$217,887 less statutory deductions or withholdings. Under the *Broader Public Sector Accountability Act, 2010* (the "BPSAA"), all of the Hospitals' designated executive are subject to a legislated compensation freeze (including step increases) until further notice. It should be noted that your salary is considered to be the maximum for your salary range for all intents and purposes. Even in the absence of or the expiry of the BPSAA, there is no guarantee or obligation to provide you with a wage increase.

Pursuant to the *Excellent Care for All Act* ("ECFAA") you are an executive of the Hospital and, as such, your total compensation will be affected and subject to the terms and conditions outlined by the Quality Improvement Plan (QIP) and Pay for Performance (claw back) compensation arrangements including an at risk portion of 5%, paid out according to the QIP plan details after assessment of the achievement of annual performance targets in the QIP.

The Hospitals reserve the right to amend or eliminate these plans at any time, in its sole discretion, without notice or warning.

You are not eligible for overtime compensation and you understand that your hours of work may vary and may at times be irregular and will be those hours required to meet the objectives of your employment. You will be on the North Wellington Health Care payroll but seconded to Groves Memorial Hospital in accordance with the secondment policy of the Wellington Health Care Alliance.

### **3. Duties and Responsibilities**

You shall be employed by the Hospitals to perform the duties and responsibilities of *President & CEO for the Hospitals*. You shall report directly to the Board of Directors of the Hospitals (the "Board(s)") through their Chairs as well as the Wellington Health Care Alliance Committee. You shall faithfully perform and carry out all lawful direction given by the Hospitals and shall at all times comply with the policies, by-laws, rules and regulations of the Hospitals as applicable and amended from time to time. Your duties and responsibilities include, without limitation, those duties and responsibilities set out in the job description attached in Schedule "A" which forms part of this Agreement. This is not an exhaustive list and you acknowledge that you may have duties and responsibilities that are not on this list and that your duties and responsibilities may be amended from time to time.

In addition to the duties and responsibilities described above, you shall be required to report:

- (a) On a regular basis directly to the Boards and shall accept such direction and responsibility as assigned by the Boards;
- (b) On a required basis to the Boards on any matter about which they should have knowledge;
- (c) To the Boards with quarterly written assurance that the performance metrics and performance indicators are appropriate; and
- (d) To know and understand the Wellington Health Care Alliance Agreement dated October, 2013, as amended or replaced and to work to implement and strengthen that agreement.

You shall devote your full working time, attention and ability to the performance of your 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 your employment that may interfere or conflict with your duties as provided for herein. In the event you wish to engage in other employment, such employment must be approved by the Hospitals in writing and must not at any time interfere with your duties and responsibilities hereunder.

You shall not engage in volunteer, community service or charitable work and personal investment activities that will conflict with your obligations to the Hospitals.

You will be subject to performance reviews as deemed appropriate for this position.

You shall use best efforts at all times to promote the interests of the Hospitals on an equal basis. In the event you have reason to believe that the interests of North Wellington Health Care and

Groves Memorial Community Hospital are conflicting, you shall immediately disclose such conflict to the Board of each Hospital.

Your position will require you to travel amongst the Wellington Health Care Alliance hospital sites, which includes Louise Marshall Hospital in Mount Forest, the Palmerston District Hospital, and Groves Memorial Community Hospital in Fergus. Therefore, you are expected to have a valid driver's license, insurance and reliable vehicle at all times.

#### **4. Benefits and Pension**

##### **(a) Vacation**

You will be eligible for six (6) weeks paid vacation during the Term of this Agreement.

##### **(b) Medical and Disability Benefits**

You will continue to participate in the Hospital's Sunlife (EFIC, Dental, Semi-Private) benefit plans and the SSQ benefit plans immediately including Life Insurance (2x salary to a maximum of \$400,000) and Long Term Disability benefits. 100% of your benefit premiums are paid by the Hospitals. You acknowledge that the Hospitals are not the insurer of any benefits provided pursuant to such plans and the Hospitals' responsibility is limited to paying the agreed share of premiums. The Hospitals reserve the right to amend or eliminate these plans at any time, in their sole discretion, without notice or warning.

##### **(c) Pension**

As a condition of employment, you will be enrolled in the Hospitals of Ontario Pension Plan (HOOPP). You will be solely responsible for funding the employee portion of this plan,

##### **(d) Employee Assistance Program**

You are eligible to access the Employee Assistance Program provided by Homewood Health Services, which can be reached in confidence by you or your family at 1-800-663-1142 or through their website at [www.homewoodhumansolutions.com](http://www.homewoodhumansolutions.com).

##### **(e) Car Allowance**

You will be provided with a flat rate car allowance in the amount of \$960.00 per month to compensate you for the use of your personal car for business related travel.

**(f) Additional Benefits**

You will be provided with the following additional benefits:

- Professional Expenses, including annual dues for relevant membership(s);
- Reasonable conference, tuition and associated expenses as mutually agreed will be reimbursed upon receipt submission; and
- Provision of a laptop, PDA, cell phone and other appropriate technology as deemed necessary to perform effectively. Such items are to be used for business purposes.

All fees and expenses noted above must be pre-approved in advance by the Board Chairs or designates in writing, before they are incurred, and are subject to any restrictions that may be imposed by law.

**5. Termination of this Agreement**

This Agreement and your position as President and Chief Executive Officer may be terminated in the following circumstances:

- (a) This Agreement will terminate without further notice on September 10, 2017; or
- (b) You may resign from your position of President and Chief Executive Officer by providing 30 days advance notice in writing to the Hospitals (or such other period of notice as the parties may mutually agree).

In the event that this Agreement is terminated in accordance with sections 5(a) or 5(b), you shall be returned to your position of Vice President Corporate Services and Planning. From the date this Agreement terminates under sections 5(a) or 5(b), as the case may be, the entirety of the VP Employment Agreement, which is attached here as Schedule "B", shall exclusively govern your employment. You shall be credited for the length of service under this Agreement and the VP Employment Agreement for any service-based entitlements under the VP Employment Agreement.

**6. Termination of Employment**

Your employment may be terminated at any time, including prior to the end of the Term, in the following circumstances:

- (a) You may resign your employment by providing 30 days advance notice in writing to the Hospitals (or such other period of notice as the parties may mutually agree).
- (b) The Hospitals may terminate your employment without notice or payment in lieu thereof, for cause. For the purposes of this Agreement "cause" shall include:

- (i) Any material breach of the provisions of this Agreement by you or any material breach of any of the Hospitals' policies and procedures;
  - (ii) Consistent poor performance on your part, after being advised in writing, as to the standard required;
  - (iii) Any intentional or negligent disclosure of any Information (as defined below) by you;
  - (iv) The violation of any local, provincial or federal statute;
  - (v) Conduct on your part that is materially detrimental to the business or the financial position of the Hospitals;
  - (vi) Personal conduct on your part which is of such a serious and substantial nature that it could injure the reputation of the Hospitals if you are retained as an employee; or
  - (vii) Any and all acts or omissions or other conduct which would constitute cause at law, in addition to the specified causes above.
- (c) In the event that the Hospitals deem it necessary to terminate your employment without just cause, including prior to the expiry of the Term, the Hospitals shall provide a notice payment equal to twelve (12) months' annual salary. This notice payment shall be made in bi-weekly installments in conjunction with normal payroll practices. This severance package shall be subject to mitigation and you agree to notify the Boards of any other income earned during any portion of the notice period that exceeds your minimum entitlements under the *Employment Standards Act, 2000*.

The Hospitals will continue your vacation pay and benefits (including health, dental, life insurance, disability and pension) that you were enrolled in at the time of the termination of your employment for a period equal to the minimum notice period required under the *Employment Standards Act, 2000*.

The above provisions constitute the complete agreement as to the amount of notice and severance pay, whether at common law or pursuant to the *Employment Standards Act, 2000*, that you are entitled to receive. These provisions shall remain in full force and affect notwithstanding any amendments to the terms and conditions of your employment. In no circumstances will you receive less than your minimum entitlements under the *Employment Standards Act, 2000*.

## **7. Confidentiality**

You acknowledge that you have acquired and will acquire information (the "Information") about certain matters that are confidential to each Hospital and which is the exclusive property of the applicable Hospital.

You acknowledge that the Information could be used to the detriment of the Hospitals and the disclosure could cause irreparable harm to the Hospitals. Accordingly, you undertake to treat confidential all Information and not to disclose it to any third party or to use it for any purpose either during your employment, except as may be necessary in the proper discharge of your duties, or after termination of your employment for any reason, except with the written permission of the applicable Hospital.

All notes, data, tapes, reference items, sketches, drawings, memoranda, records, diskettes and other material in any way relating to any of the Information or to the Hospital's business product by you or coming into your possession by or through your employment, shall belong exclusively to the applicable Hospital and you agree to turn over to the applicable Hospital all copies of any such materials in your possession or under your control, forthwith, at the request of the Hospital or, in the absence of a request, on the termination of your employment with the Hospitals. Any work product that you develop in the course of your employment will be the sole property of the applicable Hospital immediately at its creation and at every stage of its development. You hereby waive any rights including moral rights that you may have in the property.

You also acknowledge and agree that you will respect and maintain confidentiality amongst each Hospital, and that you will not disclose confidential Information between the Hospitals notwithstanding that you are employed by both Hospitals. You acknowledge and agree that during the Term of this Agreement and thereafter, you will refrain from making any statements, whether written or oral, which are disparaging or critical of the Hospitals, its employees, volunteers or Board.

#### **8. Assignment**

This Agreement shall not be assigned by you without the prior written consent of the Hospitals.

#### **9. Severability**

In the event that any covenant or provision of this 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.

#### **10. Entire Agreement**

During the Term, this Agreement contains the final and entire understanding and agreement regarding the terms and conditions of your employment and cancels and supersedes the VP Employment Agreement. In the event of termination in accordance with Article 5 of this Agreement, the VP Employment Agreement shall then be the final and entire understanding and agreement regarding the terms and conditions of your employment and will cancel and supersede this Agreement

#### **11. Independent Legal Advice**

You acknowledge that you have had the opportunity to obtain independent legal advice prior to the execution of this agreement.

**12. Acknowledgement**

You acknowledge that:

- (a) You have had sufficient time to review and consider this Agreement thoroughly;
- (b) You have read and understand the terms of this Agreement and your obligations hereunder; and
- (c) You have entered into this fixed-term Agreement voluntarily and without duress.

Your signature below will confirm your understanding and acceptance of the terms of employment stated above. Please retain one copy for your records, and return the other to the Hospitals

Yours truly,

**Groves Memorial Community Hospital**

**North Wellington Health Care**

Per: 

Per: 

Name: Howard Dobson  
Title: Chair of Board of Directors

Name: Tom Sullivan  
Title: Chair of Board of Directors

I, Steve Street, hereby acknowledge and accept the terms and conditions outlined above

Signed at Fergus, ON on 30 November/2015





Signature  
c.c. HR File

Witness