



EMPLOYMENT AGREEMENT

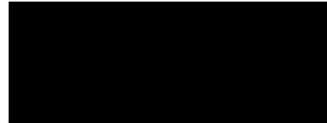
THIS AGREEMENT DATED THE 29th OF FEBRUARY, 2024 (the "Agreement") BETWEEN:

HAMILTON HEALTH SCIENCES CORPORATION
a corporation incorporated under the laws of the Province of Ontario

(the "Employer" or "Hospital")

-and -

TRACEY MACARTHUR



(the "Employee")

WHEREAS the Board of Directors of Hamilton Health Sciences Corporation (the "Board") wishes to employ the Employee in the position of President and Chief Executive Officer ("President & CEO") of the Hospital;

AND WHEREAS the Employee desires to accept employment as President & CEO of the Hospital and to perform the duties and responsibilities associated with that position;

AND WHEREAS the parties wish to provide for the terms and conditions of employment for the position of President & CEO of the Hospital;

NOW THEREFORE in consideration of the mutual covenants and promises set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Employer and the Employee agree as follows:

1. APPOINTMENT AND TERM

- 1.01** The Board hereby appoints the Employee as President and Chief Executive Officer of the Hamilton Health Sciences Corporation in accordance with the by-laws, policies, procedures and standards of the Hospital.
- 1.02** The Employee's appointment as President & CEO shall be for a five-year fixed term, commencing on April 15, 2024 and ending on April 14, 2029 (the "Term"), unless terminated earlier in accordance with the Termination provisions of this Agreement.
- 1.03** During the Term, the Employee shall serve the Hospital as its President & CEO, and shall perform all duties and services as may be required of an Administrator as that term is defined in the *Public Hospitals Act* (Ontario). The Employee shall have the authority and duties incidental to the office of President & CEO. In the performance of such duties the Employee shall be subject to the direction and instructions of the Board, and shall report to the Chair of the Board (the "Chair").
- 1.04** The parties may renew this Agreement for a further period of time upon such terms and conditions as the parties may agree in writing at the time of renewal.

2. SALARY, BENEFITS, VACATIONS, EXPENSES

- 2.01** The Employer shall pay to the Employee a base salary at the rate of six hundred fifty-nine thousand, seven hundred Dollars (**\$659,700.00**) per annum (the "Base Salary"), before statutory deductions, and inclusive of statutory holidays and vacation pay. The Base Salary shall be paid in accordance with the Employer's normal payroll practices. Salary reviews are undertaken on or about October of each year after completion of a performance review by the Board. The Employee's first opportunity for such a review will be October 2025, subject to legislated restraints.
- 2.02** In addition to the Base Salary, the Employee will be eligible to participate in the "Performance Variable Pay (PVP) Plan" which provides an annual variable compensation incentive payment of up

to a maximum of twenty percent (20%) of the Base Salary. For any incomplete year of service during the Term, the Employee shall be eligible to participate on a pro-rata basis, with payment pro-rated for each complete month worked. The Employee shall commence participation in the PVP Plan on May 1, 2024. The assessment and allocation of any such variable compensation incentive pay are subject to the terms of the CEO–Variable Compensation policy, as set forth in Schedule "A" attached hereto, which policy may be amended from time to time subject to approval of the Board in its sole discretion.

2.03 The parties acknowledge that this Agreement is subject to the *Broader Public Sector Executive Compensation Act, 2014* ("BPSECA") and the Compensation Framework established under Ontario Regulation 406/18, and may be subject to other legislative restraints in the future. Any payments of salary, variable compensation incentive payments or other compensation under this Agreement, including any future increases, will be made in compliance with all legislative restraints applicable to the Hospital and the Employee's employment under this Agreement.

2.04 The Employee shall be entitled to enrolment in such Health and Welfare benefit plans, the Healthcare of Ontario Pension Plan ("HOOPP"), and the vacation program of the Employer as are generally made available by the Employer to all of its executive employees as per Schedule "B" – Benefits Overview attached and further.

(a) Participation in each plan or program shall be subject to its general conditions as may be in place from time to time. The policies between the Employer and its insured benefits provider(s) do not form part of this Agreement.

(b) The Employer may unilaterally alter, amend, or delete any plan or program at any time provided that the coverage available to the Employee is at all times at least consistent with that available to other executive employees of the Employer.

(c) The Employee shall be entitled to six (6) weeks' paid vacation per annum, which shall be accumulated on a pro-rata basis for each full month of employment.

2.05 The Employer requires the Employee to possess an automobile as a condition of employment for convenient, efficient travel to all sites and for the execution of their duties. A vehicle allowance of nine hundred and sixty dollars (\$960.00) per month is provided via payroll on the second pay of each month. This fully taxable benefit is

deemed to cover all business-related vehicle expenses. No other form of vehicle reimbursement is provided by the Employer. In addition to maintaining a valid Ontario Driver's Licence, the Employee must maintain insurance coverage in a form satisfactory to the Employer (including a recommended minimum of \$1,000,000 in liability as outlined by the Employer Travel and Expense Reimbursement Policy).

- 2.06** Subject to the approval of the Chair, the Employee shall be entitled to reimbursement of reasonable authorized business expenses, as *per* the Employer policy, incurred by the Employee in the course of their employment with the Employer.
- 2.07** The Employee shall be eligible for reimbursement of pre-approved travel and education expenses in keeping with Employer policy.
- 2.08** The Hospital will reimburse the Employee for professional associations or memberships relevant to the position of President & CEO, with the prior approval of the Chair. The Employee agrees to furnish such documentation or evidence of expenses, fees, and dues, as may be requested by the Chair from time to time.
- 2.09** Subject to the approval of the Chair, the Employee shall be permitted to attend professional development meetings and conferences, which attendance shall be fully compensated service time and shall not be considered vacation time, provided that such meetings and conferences are relevant to the position of President & CEO.
- 2.10** Upon submission of original receipts, the Employee shall be eligible for reimbursement for actual and reasonable expenses incurred to relocate their residence to the Hamilton, Ontario area, up to a maximum of \$40,000.00 (forty thousand dollars). Relocation expenses will be eligible for reimbursement provided that they are incurred no later than the end of the first full 24 months of employment, up to and including April 14, 2026. Reasonable relocation expenses may include: costs associated with the relocation of household and personal items; costs associated with the sale or acquisition of real estate; temporary living allowance and support; interim transportation and accommodation costs of the Employee's family to the Hamilton, Ontario area; and other related expenses deemed as eligible by the Employer.

In consideration of the reimbursement of the Employee's relocation expenses as provided for in this subparagraph 2.10, the Employee agrees that in the event they voluntarily resign from their employment within the first full 24 months of employment, up to and

including April 14, 2026, the Employee will repay the Employer the full amount of relocation expenses reimbursed to them under this Contract. The Employee expressly authorizes the Employer to deduct the repayment amount from any wages or other monies owing to them upon their resignation.

- 2.11** All amounts payable to the Employee under this Agreement are subject to all applicable tax-related requirements, and the Employee is responsible for obtaining independent financial advice in respect of their personal tax circumstances if the Employee so desires.

3. DUTIES OF EMPLOYEE

- 3.01** The Employee, during the Term, shall manage and direct the business and affairs of the Hospital. The Employee shall obey and carry out all lawful direction and instructions provided to the Employee by the Chair and the Board.
- 3.02** At all times, the Employee will adhere to the Employer's policies, by-laws, rules and constituting documents as may be in place from time to time, including without limitation, the Employer's *Values Based Code of Conduct, Conflict of Interest – Code of Conduct, Prevention and Management of Violence and Harassment in the Workplace*, and customary Ontario hospital and professional standards and practices, and other applicable laws and regulations.
- 3.03** Unless prevented by ill health or sufficient cause, the Employee shall during the Term devote the whole of their time and attention to the business affairs of the Employer as the President & CEO. It is acknowledged and agreed that for the purposes of this section 3.03, directorships which attach to the office of the President & CEO, such as the Council of Academic Hospitals of Ontario and the Hamilton Health Sciences Foundation, by way of example, form part of the Employee's duties in connection with the business affairs of the Employer.
- 3.04** Subject to section 3.03, the Employee shall not, without prior written consent of the Chair of the Board (not to be unreasonably withheld) engage in any way, directly or indirectly, in any other venture not forming part of the business affairs of the Employer, or any other employment (for remuneration or not), or become a director or officer or agent of any other company, entity, organization or firm. For greater certainty, the Board acknowledges that the Employee may seek post-secondary teaching opportunities during the Term, but any such teaching opportunities shall be subject to prior consent of the Chair under this section or section 3.05, as applicable. For the

purposes of this section 3.04, it is acknowledged that the Employee has identified existing directorships for the organizations listed in Schedule "C" attached hereto, and the Employee may continue to hold such directorships during the Term subject to Board ratification of this Agreement.

- 3.05** Following the first 30 months of the Term, the Employee may seek the consent of the Chair to undertake additional post-secondary teaching opportunities or to serve as a director on up to two additional boards of directors, in addition to those listed on Schedule "C", except that the Employee may not pursue any such position if it would constitute a conflict of interest with or damage the goodwill of the Hospital. The Employee agrees to provide all reasonably necessary information, including any requested supporting documentation, to enable the Chair to make a fully informed decision regarding their consent.
- 3.06** The Employee acknowledges and agrees that the Employee may be compelled to resign from any position obtained under 3.04 or 3.05, at any time, upon notification of the Chair and with reasonable notice to the Employee.
- 3.07** In light of the Hospital's prominent role in the communities that it directly serves and the nature of the Employee's position within the Hospital, it is important that the Employee have a public profile within the City of Hamilton and surrounding areas. Therefore, it is the expectation of the Board that during the Term of this Agreement and pending a reasonable relocation timeframe prior to April 14, 2026, the Employee will have a permanent residence within the City of Hamilton or another community within the region served by the Hospital and will be an active participant in the affairs of those communities.

4. CONFIDENTIAL INFORMATION

- 4.01** The Employee acknowledges that, as a consequence of their employment by the Employer and for the more effective performance of the Employee's duties:
- (a) The Employee will be provided with access to confidential information and knowledge relating to the business of the Employer and the affairs of customers and prospective customers of the Employer; and

- (b) The Employee will be advanced and promoted by the Employer to customers, prospective customers, partners and the community as a person of special competence in the field of hospital administration as *per* the duties and responsibilities of the President & CEO role.

The information and knowledge defined in section 4.05 below collectively comprises an important and valuable asset of the Employer and the parties hereto agree and acknowledge that any removal, disclosure or other unauthorized use of any such information or knowledge by the Employee will cause damage to the Employer.

4.02 The Employee agrees that at all times during the period of the Employee's employment and at all times following termination of the Employee's employment (whether voluntary or involuntary):

- (a) The Employee shall hold in confidence and keep confidential all Confidential Information;
- (b) The Employee shall not directly or indirectly use any Confidential Information except in the course of performing their duties as an Employee of the Employer with the knowledge and consent of the Employer in the Employer's interests; and
- (c) The Employee shall not directly or indirectly disclose any Confidential Information to any person or entity, except in the course of performing their duties as an Employee of the Employer with the knowledge and consent of the Employer in the Employer's interests.

4.03 The Employee covenants and agrees that, save and except in the pursuit of the business and affairs of the Employer:

- (a) The Employee will not, either during the Term or at any time thereafter, remove originals or copies of any reports, records, memoranda or data of any kind or description concerning the business and affairs of the Employer, or any customer or prospective customer of the Employer, even where such reports or memoranda have been furnished to the Employee during the Term of employment, nor shall the Employee make copies as notes thereof of any kind or description for the Employee's own personal use or the use of others; and
- (b) Upon the termination of the Employee's employment with the

Hospital (whether voluntary or involuntary), the Employee shall, prior to their departure from the Hospital, return to the Employer all such documents and data referred to in paragraph (a) above, which may be in the Employee's possession, either digitally or in print.

4.04 Nothing in this Agreement shall prevent the Employee following termination of employment by the Employer (whether voluntary or involuntary) from making use of or disclosing,

- (a) any Confidential Information which is or becomes a matter of Public Knowledge;
- (b) any Confidential Information of which the Employee had specific knowledge prior to employment by the Employer; or
- (c) any Confidential Information of which the Employee obtains specific knowledge following termination of employment from a third party, unless the third party obtained such Confidential Information directly or indirectly from an individual in violation of any duty of confidence owed to the Employer.

It is understood that the Employee shall bear the onus of establishing that the circumstances referred to in paragraphs 4.04(a), 4.04(b) or 4.04(c) exist.

4.05 For purposes of this section 4, the following terms have the meanings set out below:

- (a) "Business Opportunities" means potential business ventures of all kinds, including acquisitions, sales, business arrangements and other transactions and opportunities for new markets, products and services which have been disclosed to, investigated, studied or considered by the Employer or any others on behalf of the Employer;
- (b) "Confidential Information" means information known or used by the Employer in connection with its business including but not limited to any formula, design, prototype, compilation of information, data, program, code, method, technique or process, information relating to any product, device, equipment or machine, Customer/Patient Information, Financial Information, Marketing Information, Intellectual Property, Business Opportunities, or Research and Development Information, but does not include any of the

foregoing of which the Employee had specific knowledge prior to employment by the Employer or which is or becomes a matter of Public Knowledge;

- (c) "Customer/Patient Information" means information pertaining to the Employer's customers/patients or prospective customers/patients, customer/patient base and markets, including customer/patient names and addresses and the names of employees of customers/patients with whom the Employer is in contact in its business, customer/patient requirements and the Employer's contracts with its customers/patients, including details as to pricing and supply. For the purposes of this Agreement, "customer" and "patient" can be used interchangeably;
- (d) "Financial Information" means any and all information pertaining to the Employer's costs, services, income, debt, financial position, leveraging strategies, financial arrangements with regulators, salaries and wages, fee schedules, alternate funding models;
- (e) "Intellectual Property" means any and all inventions, designs, ideas, works, creations, developments, programs, codes, drawings, sketches, compilations of information, analyses, experiments, data, formula, methods, processes, techniques, moulds, prototypes, products, samples, equipment, tools, machines, and includes any modifications or improvements thereto;
- (f) "Marketing Information" means information including but not limited to the Company's marketing, fundraising and public relations programs, plans, strategies and proposed future products, services, advertising and promotions;
- (g) "Public Knowledge" means information that is generally known in the trade or business in which the Employer is engaged, or is otherwise easily accessible through lawful, non-confidential sources; and
- (h) "Research and Development Information" means information pertaining to any research, development, investigation, study, analysis, experiment or test carried on or proposed to be carried on by the Employer.

5. TERMINATION

- 5.01** Upon the termination of the Employee's employment for any reason, and in addition to any entitlements set out below, the Employee shall be paid all wages owed, shall continue to participate in all benefits and HOOPP, and shall be reimbursed for all expenses properly incurred, each to the date of termination or, where required, to the end of the minimum statutory notice period, if applicable, under the *Employment Standards Act, 2000*.
- 5.02** If the parties do not renew this Agreement, the Employee's employment will terminate upon the expiry of the Term, and this shall serve as notice of such termination. The Employee shall not be entitled to any further payment from the Employer, subject only to the Employer paying to the Employee any and all entitlements that the Employee has under the *Employment Standards Act, 2000* upon the termination of their employment. For greater certainty, the Employee shall be entitled to a payment under the PVP Plan, prorated to the last date of the Term, provided that the Employee's performance would entitle the Employee to a payment under the terms of the PVP Plan.
- 5.03** The Employee may terminate this Agreement by providing the Employer with no less than six (6) months' written notice of resignation unless a shorter notice period is mutually acceptable to the Employee and the Board. The Employee shall be entitled to a payment under the PVP Plan, prorated to the effective date of the Employee's resignation, provided that the Employee's performance would entitle the Employee to a payment under the terms of the PVP Plan.
- 5.04** The Employer may terminate this Agreement and the Employee's employment without notice, payment in lieu of notice or severance of any kind for wilful misconduct, disobedience or wilful neglect of duty that is not trivial and that has not been condoned by the Employer. The Employee shall not be entitled to a payment under the PVP Plan for the year in which a termination occurs under this section.
- 5.05** If the Employer has cause to terminate the Employee's employment at common law that would not meet the standard in section 5.04, above, the Employee will have no entitlement to reasonable notice or other damages at common law, but will be paid the minimum termination pay, severance pay and any other minimum entitlements owed under the *Employment Standards Act, 2000* upon termination of employment, including continued participation in benefits and

HOOPP to the extent required under the statute. The Employee shall not be entitled to a payment under the PVP Plan for the year in which a termination occurs under this section.

5.06 In the event of termination of the employment of the Employee by the Employer for any other reason permitted by law before the end of the Term, it is agreed that the Employee shall be entitled to written notice of termination as provided for in this section, provided that the Employer may instead pay to the Employee an amount in lieu of notice by way of salary continuance equal to the Employee's Base Salary plus the monetary value of the automobile allowance for the notice period minus statutory deductions, in accordance with the following:

- (a) The Employer will provide notice or payment in lieu of notice by way of salary continuance equal to the lesser of:
 - i. twelve (12) months, or
 - ii. the period of time equal to the time remaining from the date notice is provided under this section until the end of the Term.

The parties agree that in no case shall the entitlement under part (ii) of this provision be less than the combined amount of the minimum notice of termination and severance pay owing to the Employee under the *Employment Standards Act, 2000*.

- (b) Continuation of all benefits, including life insurance and AD&D coverage subject to carrier approval, and with the exception of Short Term and Long Term Disability coverage which shall continue to the end of the minimum statutory period of notice only, for the Employee and, where applicable, the Employee's eligible enrolled dependents on the cost sharing arrangement as was in effect during active employment until the earlier of (i) the end of the period determined in (a), above, or (ii) when the Employee commences employment with another employer that provides comparable benefits, provided that in no case will benefits be discontinued prior to the end of the statutory notice period.
- (c) Continuation of Employer contributions to HOOPP until the earlier of (i) the end of the period determined in (a), above, or (ii) when the Employee commences employment with another employer that provides a defined benefit pension plan, provided that in no case will HOOPP participation be discontinued prior to the end of the statutory notice period.
- (d) A prorated payment under the PVP Plan, calculated to the end of the minimum statutory notice period under the *Employment Standards Act, 2000* only, provided that the Employee's performance would entitle the Employee to a payment under the terms of the PVP Plan.

- (e) The Employer shall ensure that the Employee shall receive a portion of any notice provided under this section as payment by way of salary continuance at least equal to any severance pay entitlement that the Employee may have under the *Employment Standards Act, 2000*.

5.07 The Employee agrees that the payment provisions of this section 5 provide for greater entitlements than those prescribed by the *Employment Standards Act, 2000* and that the payments are inclusive of and will satisfy any and all entitlements required by the *Employment Standards Act, 2000*, including any entitlements respecting notice of termination, termination pay and severance pay.

6. INDEMNITY AND INSURANCE

6.01 The Employee and the Employee's heirs, executors, administrators and estates and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless by the Employer from and against:

- (a) all costs, charges and expenses whatsoever which the Employee sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against the Employee, for and in respect of any act, deed, matter or thing whatsoever made, done, permitted to be done or permitted by the Employee, in or about the execution of any of the Employee's duties as President & CEO; and
- (b) all other costs, charges and expenses which the Employee sustains or incurs in or about or in relation to the affairs of the Employer, except such costs, charges or expenses as occasioned by the Employee's own willful neglect or default.

6.02 The indemnity provided for in section 6.01:

- (a) shall not apply to any liability which the Employee may sustain or incur as the result of any act or omission in carrying out the Employee's duties as a member of the professional staff of the Employer (if applicable); and
- (b) shall be applicable only if the Employee acted honestly and in good faith with a view to the best interests of the Employer and in the case of criminal or administrative action or proceeding that is enforceable by a monetary penalty, had reasonable ground for believing that their conduct was lawful.

6.03 The Employer shall purchase and maintain insurance for the benefit of the Employee against any liability incurred in the Employee's capacity as President & CEO, except where the liability relates to the Employee's failure to act honestly and in good faith with a view to the best interests of the Employer and subject to the terms and conditions contained in any such policy of insurance.

7. WAIVER OF BREACH

The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

8. SEVERABILITY

The illegality or unenforceability of any term or terms of this Agreement shall not affect the legality or enforceability of any other term or terms. Should any term of this Agreement be held to be illegal or unenforceable, then this Agreement shall be interpreted and construed as though such illegal or unenforceable term was omitted.

9. CHOICE OF LAW

This Agreement shall be governed in accordance with the laws of the Province of Ontario.

10. NOTICE

10.01 Any notice or communication required or permitted under this Agreement may be given by registered mail postage prepaid and addressed as follows:

TO EMPLOYEE: Tracey MacArthur



**TO EMPLOYER: Hamilton Health Sciences Corporation
Attention: Chair, Board of
Directors
100 King Street West
Hamilton, ON
LSP 1A2**

10.02 Any notice or communication mailed in accordance with section 10.01 shall be deemed to have been given on the seventh day after it is mailed in any post office in Canada. Any such notice or communication may also be given by delivering same to the Employee or by delivering same to a responsible person in the office of the Employer at the above address. Any notice so delivered shall be deemed to have been given on the day of such delivery. Either party may change its address for service by notice in writing to the other.

11. GENERAL

11.01 The division of this Agreement into sections, subsections, clauses, sub-clauses and paragraphs and the provision of headings for all or any thereof is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

11.02 This Agreement shall supersede any and all other employment agreements between the parties, whether written or oral, and any agreement previously entered into between the parties shall be null and void upon the execution of this Agreement.

12. COMPLETE AGREEMENT

12.01 All terms, covenants and conditions respecting the Employee's employment with the Hospital, in any position or capacity, which the Employee may occupy from time to time, are embodied herein. This Agreement may not be modified or amended except by an instrument in writing executed by the parties hereto or by their heirs, administrators, executors, successors or permitted assigns.

13. INDEPENDENT LEGAL ADVICE

13.01 The Employee acknowledges that the Employee has had full opportunity to review and consider the contents of this agreement and to obtain, if the Employee has considered it desirable, adequate and independent legal advice with respect to this Agreement, prior to its execution by the Employee. Furthermore, the Employee acknowledges and represents that the Employee is executing this Agreement voluntarily with full knowledge of its terms and conditions.

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follows)**

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED this 29th day of February, 2024.



Tracey MacArthur

Feb 29/24

Date



Witness

Feb 29/24.

Date

HAMILTON HEALTH SCIENCES CORPORATION



Keith Monrose
Chair, Board of Directors

06-Mar-2024

Date

SCHEDULE A - CEO Variable Compensation Policy

Hamilton Health Sciences Board of Directors

Policy Type: CEO
 Policy Title: **CEO – Variable Compensation**
 Policy Number: 2.4

Introduction

According to the terms of compensation prescribed in the contract of employment between the CEO and HHSC, the CEO is eligible to earn variable compensation of up to 20%, or such other percentage as agreed upon by the CEO and the Board or pursuant to the Corporation's Executive Compensation Plan, of his/her annual base salary as compensation "at-risk". Such remuneration is earned subject to the achievement of mutually agreed performance goals approved annually by the Board of Directors. The implementation of the *Excellent Care for All Act*, 2010 introduced a new dimension of quality measurement and at-risk compensation for designated executives and the CEO. Performance goals will be divided into five categories:

- i. Consolidated Financial Performance
- ii. Fund 1 Financial Performance
- iii. Annual Corporate Objectives
- iv. Personal Objectives
- v. Quality Improvement Plan

Process

Payment of the variable compensation will be based on the following performance factors and weightings:

	% of Base Salary	Consolidated Financial Performance	Fund 1 Financial Performance	Annual Corporate Objectives	Personal Objectives	Quality Improvement Plan **			
CEO	20%	2.5%	7.5%	3%	2%	5%			
**Quality Improvement Plan Distribution Formula Determined Annually in Accordance with Board Approved Plan									

The operating year shall be the Corporation's fiscal year, April 1st through to March 31st. The corporate budget, portfolio budget, annual corporate objectives and personal portfolio objectives will be developed and approved prior to April 1st annually, or as soon as practicable thereafter.

A performance review will be completed annually to assess overall performance in addition to eligibility for variable compensation. Such performance review will be completed before the end of June each year.

Any payment of variable compensation is subject to the achieved level of performance in each predetermined factor on the following conditions:

- A. **Consolidated Financial Performance** will be assessed using only Audited Financial Statements:
 - i. For a balanced Consolidated Statement of Operations or one showing an excess of revenues over expenditures, the CEO will receive 100% of the variable compensation available;
 - ii. For a Consolidated Statement of Operations showing a deficit of revenues against expenditures, the CEO will receive 0% of the variable compensation available.

- B. **Fund 1 Financial Performance** will be assessed using the HSAA Accountability Agreement for Hospital Operations:
 - i. A statement showing a surplus of revenues against expenditures of more than \$2.5 million, the CEO will receive 100% of the variable compensation available;
 - ii. For a statement showing a surplus of revenues against expenditures of more than \$0 but less than or equal to \$2.5 million, the CEO will receive 75% of the variable compensation available;
 - iii. For a statement showing a deficit of revenues against expenditures of less than \$2.5 million but greater than or equal to \$0, the CEO will receive 50% of the variable compensation available;
 - iv. For a statement showing a deficit of revenues against expenditures of less than \$5 million but greater than or equal to \$2.5 million, the CEO will receive 25% of the variable compensation available.

- C. **Annual Corporate Objectives** will be assessed using the Annual Measures of Success as reported to the Board. The Annual Corporate Objectives have equal weighting unless otherwise agreed between the Board and the CEO.

- D. **Personal Objectives** will be assessed at the end of the fiscal year against the predetermined measure of success as agreed between the Board and the CEO. Personal Objectives have equal weighting unless otherwise agreed between the Board and the CEO.

E. Quality Improvement Plan

- i. Each year, the Quality Committee of the Board will recommend to the Board for approval, the Annual Quality Improvement Plan (QIP).
- ii. The Compensation Subcommittee will recommend to the Board for approval the weighted distribution against stated goals.
- iii. At least 25% of the CEO's variable compensation shall be determined by the level of achievement related to the QIP related goals.

The Compensation Subcommittee and the Board of Directors may use discretion when assessing performance against these performance factors, in accordance with Policy 2.2, Evaluation, and also to ensure there is no double counting of factors.

Date of Approval:	September 26, 2002
Reviewed /Revised	Annually - September 2003 - 2015
	Revised – December 17, 2009
	Revised – April 21, 2011
	Revised – September 22, 2011
	Revised – March 29, 2018
	Revised – December 6, 2018

SCHEDULE B - BENEFITS OVERVIEW

EXECUTIVE BENEFIT PLAN REGULARLY SCHEDULED 20 HRS PER WEEK OR MORE BENEFIT OVERVIEW

EXTENDED HEALTH CARE (EHC)

CARRIER: Green Shield

PAY DIRECT WALLET CARD

Can be used at all HHS Retail Pharmacies, including McMaster Drugstore, Juravinski Cancer Centre Pharmacy and Hamilton General Drugstore – ALL revenue generated is used to support various initiatives throughout HHS. For location information and hours of operation, click [HERE](#)

ENROLLMENT OPTIONS:

- **Single**
- **Couple**
- **Family**

Participation

- Mandatory, unless employee has comparable, alternate coverage (proof required)

Dependent Eligibility

- Dependent children up to the age of 21

Coverage

- Commences on the 1st of the month following 90 days of continuous service
- Transfers: If already have a minimum of 3 months service at the time of transfer, coverage will take effect on the 1st day of the month following the transfer date

Premium

- 10% Employee; 90% Employer
- Deducted from the second pay deposit of each month
- Commences in the month the benefit coverage begins

	Employee	Employer
Single	\$12.27	\$110.46
Couple	\$24.06	\$216.55
Family	\$34.75	\$312.76
Premiums effective April 1, 2024		

Drugs

- Co-insurance: 90% (employee pays 10% of each eligible prescription drug expense)
- Covers all drugs that **legally require** a medical doctor's prescription to receive them in Ontario and are listed in the Green Shield formularies
- Ontario Drug Benefit (ODB) program: first payer for prescription drug purchases for eligible individuals who are 65 years of age or older. The ODB co-payment/deductible are eligible for reimbursement through Green Shield.

Semi-Private

- 100% of the difference in amount between Standard Ward & Semi-Private room charge

Private Room

- 85% of the difference between semi-private and private room (not a suite)

Paramedical professional services

- Up to a maximum of \$500 per person per calendar year: Speech Therapist, Registered Massage Therapist, Physiotherapist, Podiatrist, Chiropractor, Osteopath, Dietitian, Naturopath
- A medical referral is no longer required for Massage Therapy, Dietitian and Speech Therapy.
- Psychology Benefits up to a maximum of \$800 per insured person per calendar year.

Private Duty Nursing

- Up to a maximum of \$25,000 per person per calendar year

Compression Stockings

- Reimbursement from Green Shield for compression stocking claims will be from HHS Retail Pharmacies only
- Up to a maximum of \$250 per person per calendar year

Hearing Aides

- Lifetime maximum of \$500 per person

Custom Molded Orthotics

- Up to a maximum of \$300 per person per calendar year

Vision Care

- Up to a maximum of \$400 every 24 months. Eye examinations limited to one exam every 24 months for adults between the ages of 20 and 64 inclusive.
- Coverage includes laser eye surgery, prescription eye glasses or contact lenses

HEALTH SERVICES SPENDING ACCOUNT (HSSA)

CARRIER: Green Shield

Eligibility

- Automatic coverage provided to Executives

Coverage

- Effective simultaneously with EHC coverage
 - To be used for medical expenses recognized by Canada Revenue Agency as an approved expense
- The complete listing of eligible expenses can be found at www.canada.ca > Taxes > Income Tax > Personal income tax > Claiming deductions, credits and expenses > Medical expenses.

Amount

- For each calendar year enrolled in the HSSA, the company contributes funds to the executive's account each January
- Annual deposit amount is \$3,000

Automatic Coordination

- With prior authorization, employees are eligible to have claims auto-coordinated with their HSSA. Green Shield will automatically pay any additional amounts (not covered by the plan) through the HSSA.

Carry-Forward Provision

**EXECUTIVE BENEFIT PLAN
REGULARLY SCHEDULED 20 HRS PER WEEK OR MORE
BENEFIT OVERVIEW**

- Balance in account is carried forward for a maximum of one year. At the end of the second year, the balance from the previous year is forfeited.
 - All expenses need to be claimed within the calendar year in which they were purchased; however, to ensure you have the opportunity to submit all claims, a **90-day grace period** has been provided. Therefore, you will be able to submit those expenses from the previous year within the first 90 days of the new plan year (assuming you have a carry-forward balance). All claims incurred in the previous calendar year must be received by Green Shield no later than **March 20th** of each year to ensure processing within the 90-day grace period.
- Eligible Expenses**
- For a sampling of eligible expenses, please refer to the Green Shield online benefit booklet at www.greenshield.ca

DELUXE TRAVEL
CARRIER: Green Shield

- Participation**
- Automatic when enrolled in Extended Health Care benefits
- Coverage**
- Effective simultaneously with EHC benefits
 - Plan pays the cost of eligible medical and hospital expenses during the first 60 days of travel
 - Out-of-Province/Out-of-Canada Emergency Services coverage up to a maximum of \$1,000,000 per covered person per calendar year
- Premium**
- 100% Employer-paid

	Employee	Employer
Single	\$0	\$3.56
Family	\$0	\$7.13
*Premiums effective April 1, 2024		

DENTAL
CARRIER: Green Shield

- FEE GUIDE:**
- Current ODA Fee Guide less one year
- ENROLLMENT OPTIONS:**
- **Single**
 - **Couple**
 - **Family**

- Participation**
- Mandatory, unless employee has comparable, alternate coverage (proof required)
- Coverage**
- Commences on the 1st of the month following 90 days of continuous service
 - Transfers: If already have a minimum of 3 months service at the time of transfer, coverage will take effect on the 1st day of the month following the transfer date
- Premium**
- 25% Employee; 75% Employer
 - Deducted from the second pay deposit of each month
 - Commences in the month the benefit coverage begins

	Employee	Employer
Single	\$18.46	\$55.37
Couple	\$36.19	\$108.57
Family	\$52.27	\$156.80
*Premiums effective April 1, 2024		

- Deductible**
- Nil
- Basic and Comprehensive Services**
- Co-insurance: 100% (plan pays 100% of the cost of eligible expenses)
 - Polishing, preventive recall, oral hygiene instruction and re-instruction once every 9 months (once every 6 months for dependent children <18)
- Major Restorative Services**
- Co-insurance: 50% (employee pays 50% of the cost of eligible expenses)
 - Complete and partial dentures - \$1,000 annual maximum per insured
 - Crown, bridgework and repairs - \$2,000 annual maximum per insured
- Orthodontic Services**
- Co-Insurance: 50% (employee pays 50% of the cost of eligible expenses)
 - Lifetime maximum of \$2,000 per insured

SHORT TERM DISABILITY (STD)
CARRIER: Desjardins Insurance (DFS)

- Participation**
- Mandatory
 - Ceases at age 70
- Coverage**
- Provides income replacement for non-occupational absences due to illness or injury
 - Consists of a Salary Continuance component and Weekly Indemnity component
 - Eligibility for paid sick days commences immediately
- Salary Continuance**
- 100% funded by Hospital
- Weekly Indemnity Premium**
- 100% Employer-paid

	Employee	Employer
Rate per \$100 of monthly benefit (75% of regular earnings)	\$0.00	\$0.417
*premium effective April 1, 2024		

**EXECUTIVE BENEFIT PLAN
REGULARLY SCHEDULED 20 HRS PER WEEK OR MORE
BENEFIT OVERVIEW**

- Amount of Benefit**
- Salary Continuance - 100% for weeks 1 through 10 (paid by Hospital)
 - Weekly Indemnity - 75% of regular earnings for weeks 11 through 20 (administered by Desjardins Insurance)
- Maximum Duration**
- 20 weeks

LONG TERM DISABILITY (LTD)

CARRIER: Desjardins Insurance (DFS)

- Participation**
- Mandatory
 - Ceases at age 65 (less the Qualifying Period of 20 weeks)
- Coverage**
- Provides income replacement for long-term absences that extend beyond the 20-week STD period, if approved by Desjardins Insurance
 - Commences immediately
- Premium**
- 25% Employee; 75% Employer
 - Capped at monthly gross salary of \$35,714.29
 - Deducted from the first pay deposit of each month
 - Commences in the month the benefit coverage begins

	Employee	Employer
% of monthly gross salary	0.4140%	1.2420%
*premium effective April 1, 2024		

- Amount of Benefit**
- 70% of pre-disability regular earnings up to \$25,000/month
 - Benefits are offset by income received from HOOPP, CPP, or other government plans
- Definition of Total Disability**
- During the first 2 years of disability, employee is not fit to perform the essential duties of their normal occupation.
 - Thereafter, up to the age of 65, employee is not fit to perform essential duties of any other occupation

GROUP LIFE

CARRIER: Desjardins Insurance (DFS)

- Participation**
- Mandatory
- Coverage**
- Provides financial assistance to the listed beneficiary in the event of the employee's loss of life
 - Commences immediately upon hire/transfer
- Premium**
- 100% Employer-paid

	Employee	Employer
Rate per \$1,000	\$0	\$0.0950
*premium effective April 1, 2024		

- Amount of Benefit**
- 3x annual salary, to a maximum limit of \$1,000,000 (without evidence of insurability)
- Conversion Option**
- If under age 65, you have the option to convert coverage within 31 days of termination/ retirement, to a combined Life maximum of \$200,000
- Coverage when retired**
- \$300 per completed year of service to a maximum benefit amount of \$4,500

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

CARRIER: Desjardins Insurance (DFS)

- Participation**
- Mandatory
 - Ceases at age 65
- Coverage**
- Provides financial assistance to the employee or their beneficiary in the event the employee sustains an accidental injury while insured, and suffers a loss specified in the Schedule of Losses, including, but not limited to, loss of life, or loss of body limb, or permanent and total loss of use of body limb.
 - Commences immediately upon hire/transfer
 - Effective simultaneously with Group Life benefit
- Premium**
- 100% Employer-paid

	Employee	Employer
Rate per \$1,000	\$0	\$0.0162
*premium effective October 1, 2015		

- Amount of Benefit**
- 2x annual salary (for loss of life)
 - Benefit amount for loss of limb, sight, speech, and/or hearing is dependent on a Schedule of Losses
- Conversion Option**
- If under age 65, you have the option to convert coverage within 31 days of termination/retirement, to a maximum of \$200,000

**EXECUTIVE BENEFIT PLAN
REGULARLY SCHEDULED 20 HRS PER WEEK OR MORE
BENEFIT OVERVIEW**

<p>SUPPLEMENTAL LIFE</p> <p>CARRIER: Desjardins Insurance (DFS)</p>	<p>Participation</p> <ul style="list-style-type: none"> Optional <p>Coverage</p> <ul style="list-style-type: none"> Employees may choose to purchase coverage for themselves 1x annual salary or 2x annual salary <p>Premium</p> <ul style="list-style-type: none"> Employee pays 100% of the premium for the additional 1x annual salary or 2x annual salary coverage <table border="1" data-bbox="695 331 1175 415"> <thead> <tr> <th></th> <th>Employee</th> <th>Employer</th> </tr> </thead> <tbody> <tr> <td>Rate per \$1,000</td> <td>\$0.0950</td> <td>\$0</td> </tr> <tr> <td colspan="3" style="text-align: center;">*premium effective April 1, 2024</td> </tr> </tbody> </table> <p>Maximum Combined Basic & Supplemental Life</p> <ul style="list-style-type: none"> Maximum benefit of \$2,500,000 (with satisfactory evidence of insurability) <p>Conversion Option</p> <ul style="list-style-type: none"> If under age 65, you have the option to convert coverage within 31 days of termination/ retirement, to a combined Life maximum of \$200,000 		Employee	Employer	Rate per \$1,000	\$0.0950	\$0	*premium effective April 1, 2024		
	Employee	Employer								
Rate per \$1,000	\$0.0950	\$0								
*premium effective April 1, 2024										
<p>OPTIONAL LIFE</p> <p>CARRIER: Desjardins Insurance (DFS)</p>	<p>Participation</p> <ul style="list-style-type: none"> Optional <p>Coverage</p> <ul style="list-style-type: none"> Employees may choose to purchase coverage for themselves, or their spouse, in multiples of \$10,000 to a maximum of \$500,000; or, for their dependent children (14 days to 19 years) in multiples of \$10,000 to a maximum of \$50,000 <p>Premium</p> <ul style="list-style-type: none"> Employee pays 100% of the premium for the additional coverage <p>Conversion Option</p> <ul style="list-style-type: none"> If under age 65, you have the option to convert coverage within 31 days of termination/ retirement, to a combined Life maximum of \$200,000 									
<p>MATERNITY & PARENTAL LEAVE: TOP-UP BENEFITS</p>	<p>Top-Up Amount</p> <p>Upon proof of receipt of Employment Insurance (EI) benefits, an employee will receive the following top-up benefit:</p> <ul style="list-style-type: none"> EI waiting period at 84% of regular weekly earnings, plus The difference between 84% of regular weekly earnings and the sum of EI benefits and any other earnings <p>Top-Up Duration</p> <ul style="list-style-type: none"> 1-week EI waiting period is paid Up to a maximum of 15 weeks for pregnancy leave Up to a maximum of 10 weeks for parental leave* <p><i>* Employees may choose between two different EI parental leave benefit periods, i.e. standard and extended. The standard benefit period is 35 weeks and the extended period is 61 weeks. The parental leave top-up benefit will be calculated the same regardless of the employee's election between the standard and extended EI benefit period. For purposes of calculating the top-up benefit amount, the employee shall be deemed to have elected to receive EI parental benefits over the EI standard period.</i></p>									
<p>FAMILY MEDICAL LEAVE: TOP-UP BENEFITS</p>	<p>Top-Up Amount</p> <p>Upon proof of receipt of Compassionate Care Employment Insurance (EI) benefits, an employee will receive the following top-up benefit:</p> <ul style="list-style-type: none"> EI waiting period at 84% of regular weekly earnings, plus The difference between 84% of regular weekly earnings and the sum of EI benefits and any other earnings <p>Top-Up Duration</p> <ul style="list-style-type: none"> 1-week EI waiting period is paid Up to a maximum of 6 weeks for family medical leave 									
<p>VACATION</p>	<p>Refer to contract for annual entitlement.</p> <p>Vacation is accrued on a monthly basis from January to December of each year. All vacation should be taken in the year that it is earned. Credit in the first year of hire is pro-rated and based on completed calendar months of service as at December 31.</p>									

**EXECUTIVE BENEFIT PLAN
REGULARLY SCHEDULED 20 HRS PER WEEK OR MORE
BENEFIT OVERVIEW**

HOOPP (Healthcare of Ontario Pension Plan)	Participation <ul style="list-style-type: none"> • Full Time: Mandatory - enrollment is effective the date of hire • Regular Part Time (20 hrs/wk or greater): Voluntary. Eligible to enroll immediately upon date of hire Coverage <ul style="list-style-type: none"> • A defined benefit plan, HOOPP provides the employee with a retirement income based on a formula that takes into account earnings history and service. Once employees start receiving the pension, they receive it for life. Premium <ul style="list-style-type: none"> • Employee contributes 6.9% of regular biweekly earnings under the YMPE and 9.2% of regular biweekly earnings over the YMPE (the YMPE is determined each year by the Canada Revenue Agency) • Employer contributes 126% of the employee contribution • Contributions are based on regular biweekly earnings and are limited to a maximum of 1,950 hours worked per year
GROUP RRSP (Registered Retirement Savings Plan) CARRIER: Manulife Financial	Participation <ul style="list-style-type: none"> • Voluntary • Contribute through regular payroll deductions Advantages <ul style="list-style-type: none"> • Immediate tax savings • No front-end or deferred sales commissions • Lower investment management fees • Leading investment managers

This document is a summary of the group benefits and does not include all of the plan details, provisions, exclusions and limitations. It is not intended to create a contract between Hamilton Health Sciences and any of its employees or potential employees. In the event of a discrepancy between this document and either the Group Policy and/or Hamilton Health Sciences Non Union policies, the applicable policy language will prevail.

Contact Information:

Benefit	Carrier	Phone/Email	Website
Health, Dental and Deluxe Travel	Green Shield	1-888-711-1119	www.greenshield.ca
Pension	HOOPP	1-877-43HOOPP (46677) clientservices@hoopp.com	www.hoopp.com
Group RRSP	Manulife Financial	1-888-727-7766	www.manulife.ca
Human Resources Department		905-521-2100 ext.4myHR (46947) myhr@hhsc.ca	HHS Hub > Your HHS > Human Resources

SCHEDULE C - EXTERNAL COMMITMENTS

- Directorship, Canadian Mental Health Association, Toronto