

LEADER EMPLOYMENT CONTRACT

THIS AGREEMENT is made the 8th day of September, 2023

BETWEEN:

LONDON HEALTH SCIENCES CENTRE, a corporation without share capital duly incorporated under the laws of the Province of Ontario, having its head office at the City of London, in the Country of Middlesex, in the said Province

(Hereinafter referred to as “LHSC” or the “Organization”)

AND

Tania Testa

(Hereinafter referred to as the “Leader”)

WHEREAS the Leader is currently employed by LHSC in the role of Executive Director, Communications and has been continuously employed since January 16, 2023.

AND WHEREAS LHSC and the Leader have agreed to modify their employment relationship, in accordance with the terms and conditions set out in the agreement.

IN CONSIDERATION of the promises and the mutual covenants contained herein, the parties agree as follows:

1. ENGAGEMENT AND TERM

- 1.1 LHSC hereby confirms the engagement of the Leader in the position of Communications & Public Engagement Executive and the Leader hereby accepts the employment terms and conditions set out hereafter effective August 25, 2023 (the “effective date”).
- 1.2 The Leader's employment with LHSC shall be for an indefinite period, subject to the termination provisions set out in Article 7 of the Agreement.

2. DUTIES AND RESPONSIBILITIES

- 2.1 While employed by LHSC, the Leader shall have the power, authority and responsibility to manage their assigned portfolio within the context of its role description, cooperating

with the other members of the Leadership Team, and in the best interests of the Organization. The Leader shall obey and carry out all lawful direction given by LHSC, and shall obey and carry out the by-laws, rules, regulations and constituting documents of the Organization, as may be in place from time to time. The Leader acknowledges that, from time to time, LHSC may unilaterally change the Leader's portfolio and that such changes shall not constitute a constructive dismissal of the Leader's employment.

- 2.2 The Leader shall devote the whole of their work time and attention to the business of the Organization and shall not, without prior written consent of the Organization, engage in any other business or employment. That said, part of the Leader's employment includes representing LHSC on task groups or committees, and/or being a voluntary member of one or more board of directors or committees of other healthcare-related organizations or community associations.
- 2.3 The Leader shall well and faithfully serve LHSC and shall use their best efforts to promote its interests. The Leader acknowledges that they are a fiduciary of the Organization and that they shall at all times act in the best interests of LHSC.
- 2.4 The Leader may be required to work more than 37.5 hours per week, owing to the 24/7 nature of work. As well, Leaders from time to time need to attend work events outside of work hours. Flexibility is provided in flexing hours, as long as work outcomes are delivered.
- 2.5 At the request of the Leader, the President & CEO may approve the Leader accepting a short-term special assignment to perform work for another organization for which the Leader may receive additional compensation, in the CEO's sole discretion. Such approval is contingent upon such an assignment not impairing the ability of the Leader to fulfill their obligations to LHSC or create a conflict of interest.

3. CONFIDENTIALITY

- 3.1 The Leader acknowledges that, as a consequence of their employment with LHSC, and for the effective performance of their duties, they will be provided with access to, and entrusted with, confidential information, knowledge and documents relating to individuals as well as to the present and future business of LHSC (the "Confidential Information").
- 3.2 The Leader acknowledges and agrees that the right to maintain the confidentiality of the Confidential Information to preserve the goodwill of the Organization, constitutes a proprietary right which the Organization is entitled to protect. Accordingly, the Leader hereby acknowledges and agrees: that this covenant shall survive the termination of this Agreement; that they will not, either during the currency of this Agreement, or any time, thereafter, knowingly disclose any Confidential Information to any person except as

required by law or court order; and that they will not use Confidential Information for purposes other than the purposes of the Organization.

- 3.3 The Leader acknowledges and agrees with LHSC that these restrictions are reasonable in the circumstances and hereby waives all defenses to the strict enforcement thereof.

4. CONFLICT OF INTEREST

- 4.1 It is understood and agreed that a conflict of interest or the perception of one does not necessarily involve monetary gain but may arise in a variety of ways. The Leader shall be responsible for recognizing and avoiding all circumstances that may give rise to actual or perceived conflict of interest situations.
- 4.2 The Leader agrees to promptly report any potential, actual, or perceived conflicts of interest to the CEO as established by LHSC policies and understands and agrees that failure to do so will constitute willful misconduct for the purposes of termination under this Agreement.
- 4.3 The Leader shall not, during the term of the Agreement, under any circumstances, either directly or indirectly, engage in any other occupation, business or entity, or have any interest in same, without the advance written consent of the CEO or as provided for in Article 3 above, and understands and agrees that engaging in such conduct without advance written consent will constitute willful misconduct for the purposes of termination under this Agreement.

5. EMPLOYMENT REMUNERATION

Subject to any applicable legislative requirements including the *Broader Public Sector Executive Compensation Act, 2014*, its regulations and any successor legislation (collectively "the BPSECA"), LHSC agrees to provide the Leader with the following remuneration during the term of employment of the Leader and thereafter upon termination, if and only to the extent required by Article 7 below:

5.1 Base Salary

- i. LHSC shall pay to the Leader a base salary before statutory deductions of \$275,000 per annum, paid bi-weekly in arrears. This salary is inclusive of overtime and public holiday pay.
- ii. The Leader understands and agrees that their eligibility for any increase to their Base Salary will be subject to compliance with the BPSECA or other applicable legislation. If permitted by the BPSECA, adjustments to the Leader's base salary shall be based on an annual review of the Leader's performance, and approved in writing by the President & CEO, in accordance with LHSC's Leader

remuneration policy, and subject to any applicable legislation including the BPSECA.

5.2 Performance Pay-At-Risk

- i. The Executive will be eligible to participate in an annual performance program that may pay an additional amount equivalent to up to 3% of base salary as Performance Quality Improvement Plan (ECFAA).
- ii. Annual targets will be established by LHSC's Board of Directors (the "Board"), and set out in LHSC's annual quality improvement plan, and as provided for by the BPSECA. Targets and expectations will be established at levels that are challenging and provide evidence of accomplishment in achieving agreed upon goals and objectives.
- iii. The CEO shall perform an annual assessment and evaluation of the Executive's performance to determine whether the Executive has met the performance objectives as set by the CEO. This annual component of pay-at-risk is an additional amount equivalent to up to 12% of the annual base salary. This assessment and evaluation shall be conducted consistent with any policy or procedure which may be established from time to time.
- iv. Performance pay-at-risk is pensionable for the purposes of the Healthcare of Ontario Pension Plan (HOOPP).

5.3 Pension

The Leader shall be a member of, and participate in, the Healthcare of Ontario Pension Plan (HOOPP). The Leader and LHSC will each make their requisite contributions to HOOPP during the term of this Agreement and following the termination of the Leader's employment, as provided for in Article 7 below.

5.4 Benefits

The Leader is eligible for employment benefits as established by the Board, and approved in writing by the President and CEO, in accordance with the Leader remuneration policy and subject to any application legislation. The Leader's employment benefits include the following:

- i. Automobile allowance of \$1,000 per month for total annual amount of \$12,000. Due to the benefit, the leader is not eligible for reimbursement of automobile travel in their vehicle.
- ii. Health services plan, sickness plan, accidental insurance plan and term life insurance plan, attached as Schedule A.

- iii. Health Care Spending Account (HCSA) of \$4,000 per calendar year.
- iv. Reimbursement for professional association fees or memberships relevant to the position to a maximum of \$2,500 per year for up two (2) professional associations. Reimbursement requires written pre-approval from the President & CEO.
- v. A professional development fund of up to \$3,000 plus five (5) days paid leave per year to be used to cover direct costs and time spent on the Leader's work related to individualized professional development program.
- vi. Should the Leader retire with the Organization, they may elect to retain Extended Health Care, Hospitalization, and Dental benefits until the age of 65, provided the Leader pays 100% of LHSC's premiums for these benefits, after the age of 55. Early retiree benefits attached as Schedule B.

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

5.5 Vacation

- i. The Leader will be entitled to six (6) weeks' vacation per calendar year; seven (7) weeks' vacation after ten (10) years of continuous service as an Executive Director.
- ii. Vacation is taken at a time mutually agreed to by the Leader and Corporate Hospital Administrative Executive.
- iii. Vacation pay will be paid to the Leader when vacation time off is taken.

5.6 The Leader is entitled to reimbursement of reasonable authorized business-related expenses incurred during the conduct of LHSC business, subject to approval by the Corporate Hospital Administrative Executive.

5.7 It is a business requirement that the Leader be able to travel to any of LHSC's facilities, travel out of the London area, and be in contact with the hospital while on-call during declared emergencies or unusual situations that may arise at any time. Due to the requirements to: carry out hospital business at all sites, be accessible when working away from London, and to respond to hospital emergencies, the Leader will be provided with a standard laptop computer, and a cell phone.

6. RETIREMENT

- 6.1 The Leader may voluntarily choose to retire under the HOOPP Early Retirement Provisions after the age of fifty-five (55). If practical, the Leader will provide the President and CEO with at least six (6) months' written notice prior to any proposed retirement date.
- 6.2 LHSC retains the right to search for a replacement during the period when the Leader has announced their retirement and to employ their replacement prior to the Leader's retirement date. Under such a circumstance, the Leader would cease performing their normal job duties on a date designated by the President & CEO. The Leader's compensation specified in Article 5 would be maintained until the date of retirement.

7. TERMINATION

- 7.1 The Leader may resign their employment at any time by providing LHSC with at least 90 calendar days' advance written notice of their resignation date. Upon receipt of such written notice, LHSC may, at its sole discretion, provide the Leader with written notice that they are not required to actively perform all or part of their duties and responsibilities under this Agreement for the remainder of the notice period. In the event of resignation, the Leader's entitlements will be strictly limited to receipt of any earned but unpaid wages and vacation pay, as well as continuation of benefits under Article 5 of this Agreement up to and including the date their resignation takes effect (including any period during which the requirement to actively perform duties is waived).
- 7.2 LHSC may terminate the Leader's employment at any time without notice, pay-in-lieu of notice, or severance of any kind for willful misconduct, disobedience or willful neglect of duty that is not trivial and that has not been condoned by LHSC. Upon termination, the Leader will be entitled only to the payment of their earned but unpaid wages and vacation pay as of the date of termination.

If LHSC has cause to terminate the Leader's employment at common law that would not meet the "willful misconduct" standard above, the Leader will have no entitlement to reasonable notice or other damages at common law, but will be paid only their earned but unpaid wages and vacation pay as of the date of termination and their minimum termination pay, severance pay and any other minimum entitlements owed under the *Employment Standards Act, 2000* (the "ESA") upon termination of employment.

- 7.3 In the absence of willful misconduct or cause for the termination of their employment in accordance with Article 7.2 above, LHSC may terminate the Leader's employment by providing the Leader working notice and/or, pay in lieu of notice of a) 26 weeks' severance payment at base salary for less than three years of service or b) twelve (12) months' severance payment at base salary (the "Notice Period") for greater than three years' service. During any Notice Period, LHSC will:

- i. Continue to pay the Leader their base salary, less required deductions and, following the minimum notice period and severance required by the ESA;
 - ii. Continue LHSC's regular employer contributions to maintain the Leader's full benefit coverage for the minimum notice period required by the ESA. Thereafter, (subject to approval from benefit providers) LHSC will continue to pay its regular employer contributions to maintain the Leader's benefits under Article 5.4 (excluding sick pay, short and long-term disability coverage) of this Agreement until the earlier of: (a) the expiry of the Notice Period; or (b) the date that the Leader is eligible for group benefits through new employment or otherwise. If LHSC is unable to obtain permission from its benefit providers to continue the Leader's coverage, LHSC will pay the Leader a monthly lump sum amount equivalent to the monthly premium cost payable by LHSC;
 - iii. Continue LHSC's regular employer contributions to HOOPP for the minimum period required by the ESA. Thereafter, LHSC will continue to pay its regular contributions for HOOPP until the earlier of: (a) 52 weeks for greater than 3 years of service and 26 weeks for less than 3 years' service; (b) the date the Leader commences work with another HOOPP employer; or (c) the date the Leader joins another registered pension plan; whichever first occurs;
 - iv. Pay any accrued vacation pay owing to the Leader as of their termination date, as well as all vacation pay accrued during the minimum notice period required by the ESA; and
 - v. The Leader may convert their life insurance to a personal policy within thirty (30) days of their last day of active employment with LHSC, if they so choose.
- 7.4 For clarity, if the Leader's employment is terminated for any reason, whether voluntary or involuntary, under no circumstances will they receive less than the minimum entitlements (unpaid wages, termination notice or pay-in-lieu, severance pay, vacation pay, benefit continuation, etc.) under the ESA ("ESA Minimums"). It is understood and agreed that, if at the time of the termination of their employment, any of the termination provisions above do not meet their ESA Minimum, LHSC will provide the Leader with their ESA Minimums instead of their entitlements under the applicable termination provision(s).
- 7.5 The parties confirm that the provisions in Article 7 of this Agreement are fair and reasonable, are in full satisfaction of any and all entitlements that the Leader may have, including under contract or at common law, as a result of the termination of the Leader's employment with LHSC, and that they have no action, cause of action, claim, complaint or demand against LHSC or its successors or assigns on account of wrongful dismissal.
- 7.6 For clarity, except as set out in this Article, LHSC shall not be obliged to continue any other payments or coverage following the Leader's termination of employment.

8. RETURN OF PROPERTY

- 8.1 Upon termination of the Leader's employment and/or at any prior time upon the request of LHSC, the Leader must immediately return to the Organization all books, documents, computer disks, software, object codes, effects, money, securities and/or property of any kind (including cell phones, computers, chargers, pagers, keys, files, etc.), together with any copies or extracts thereof, that belong to the Organization and/or for the Organization is accountable to others, which are in their possession, charge, custody or control.

9. VERIFICATION OF INFORMATION

- 9.1 The Leader confirms that the information provided during the hiring process is true and correct to the best of their knowledge. The Leader understands that any misrepresentation or falsification of the information provided will constitute willful misconduct for the purposes of termination under this Agreement.

10. ACCOMMODATION

- 10.1 LHSC is committed to ensuring an inclusive, barrier-free work environment for all team members. If the Leader requires accommodation due to disability during employment with the Organization, they agree that they will immediately advise People Services of all accommodation requirements and cooperate in determining the necessary and appropriate accommodation. Information received related to accommodation requirements will be kept confidential.

11. NO INDUCEMENT

- 11.1 The Leader acknowledges and agrees that LHSC has not induced, enticed or otherwise lured them away from any other employment or employment opportunities. The Leader acknowledges that they actively sought employment with LHSC, and that the Organization has made no promises or representations to them regarding job security or length of employment.

12. NOTICE

- 12.1 The parties shall be deemed to have received notice if:
- i. It is delivered personally or by email to the Leader or to LHSC, as the case may be; or
 - ii. It is mailed, addressed to that party, in the case of LHSC, or in the case of the Leader, at their last residential address known to LHSC, and five (5) days have elapsed thereafter without a substantial and relevant postal disruption.
- 12.2 Any notice so delivered shall be deemed to have been given on the day of such delivery.

13. INDEPENDENT LEGAL ADVICE

- 13.1 The Leader acknowledges and agrees that the opportunity to seek independent legal advice was offered by LHSC prior to executing this Agreement.

14. GENERAL PROVISIONS

- 14.1 This Agreement, along with all documents referenced in it, represents the entire agreement between the Leader and LHSC, with respect to their employment and cancels and supersedes any prior understandings and agreements between them with respect to that employment. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express or implied, between the parties, other than as expressly set forth in this Agreement.
- 14.2 No amendment to this Agreement (except where permitted by this Agreement) will be binding unless it is set forth in writing and duly executed by both parties. Similarly, no waiver of any breach of any provision in this Agreement will be effective or binding unless it is made in writing and duly signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.
- 14.3 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part of such provision and the remaining part of such provision and all other provisions in this Agreement will continue in full force and effect. Similarly, in the event that any provision or part of this Agreement is determined to be invalid or unenforceable for failing to meet the Leader's minimum entitlements under the then applicable provisions of the ESA, it is understood and agreed between the parties that the Leader's entitlements in respect of the subject matter to which the invalid or unenforceable provision applies, will be strictly limited to their minimum entitlements under the ESA.
- 14.4 This Agreement will ensure to the benefit of and be binding upon the Leader's heirs, executors, administrators and legal personal representatives and the successors and permitted assigns of the Organization, respectively. For greater certainty, the parties may not assign this Agreement or any part thereof to a third party.
- 14.5 This Agreement will be governed by, and construed in accordance with, the law of the province of Ontario, and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DATED this day of 2023.

LEADER

LONDON HEALTH SCIENCES CENTRE



Name: Tania Testa



Name: Jackie Schleifer Taylor

SIGNED, SEALED AND DELIVERED in the presence of:

Name:



Tammy Quigley