

THIS AGREEMENT is made effective the 24th day of April, 2023 (the "**Effective Date**"),

BETWEEN:

WINDSOR REGIONAL HOSPITAL

a corporation without share capital duly incorporated under the laws of the Province of Ontario having its head office at the City of Windsor, in the said Province

(the "Hospital")

-and-

BRANDON BAILEY

(the "VP")

RECITALS

- A. The Hospital wishes to employ Brandon Bailey as the Vice-President, Redevelopment (hereinafter "VP") of the Hospital.
- B. The Hospital and the VP have agreed to enter into an employment relationship.
- C. The terms of the employment relationship have been negotiated between the Hospital and the VP and are set out in this Agreement.

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, each capitalized term shall have the meaning attributed thereto:

- (a) "Agreement" means this agreement, including its recitals and all schedules attached to this agreement, all as may be supplemented or amended from time to time;
- (b) "Board" means the Board of Directors of the Hospital;
- (c) "CEO" means the President and Chief Executive Officer of the Hospital;
- (d) "VP" means the Vice-President, Redevelopment;
- (e) "Confidential Information" has the meaning ascribed in section 13.1;

- (f) "Good Reason" has the meaning ascribed in section 11.6;
- (g) "OH" means Ontario Health; and
- (h) "MOHLTC" means Ministry of Health and Long-Term Care.

1.2 **Entire Agreement**

This Agreement, including Schedules A and B constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

Schedule A – Compensation of VP

Schedule B – Employee Benefits

1.3 **Section Headings**

All paragraph headings have been inserted herein for convenience of reference only and do not form part of this Agreement.

ARTICLE 2 VICE-PRESIDENT, REDEVELOPMENT

- 2.1 The VP agrees to serve as the Vice-President, Redevelopment of the Hospital and to perform all duties and responsibilities consistent with the position of Vice-President, Redevelopment to the best of his ability in compliance with all applicable laws, the Hospital's By-laws, policies, procedures, rules and regulations, all as may be amended from time to time, and this Agreement.

ARTICLE 3 ACCOUNTABILITY

- 3.1 The VP shall report directly to the CEO of the Hospital.
- 3.2 The VP shall follow all lawful instructions and directions given to him by the CEO.

ARTICLE 4 TERM

- 4.1 The term of this Agreement shall commence effective April 24, 2023 and shall continue indefinitely, unless terminated prior thereto in accordance with the provisions of Article 11 of this Agreement.

ARTICLE 5 FULL TIME AND ATTENTION

- 5.1 Except as expressly provided in section 5.2 below, the VP shall, throughout the term of his employment, devote his full time and attention to the business and affairs of the Hospital. The VP acknowledges that this position will include the carrying out of duties in the evenings and weekends, as may be required from time to time, in addition to regular business hours. The VP shall not, during the term of his employment, without the prior written consent of the CEO, undertake any other business or occupation or become a director, officer, employee, partner or agent of any other corporation, partnership, firm or person ("Other Organizations").
- 5.2 (a) The VP shall, with the CEO's consent, be entitled to undertake activities for other organizations that are consistent with the VP's responsibilities in respect of raising the profile of the Hospital and/or improving the Hospital's relationship with key stakeholders, such as the government (federal, provincial or municipal), the University of Western Ontario and the University of Windsor, other educational or research organizations, and other healthcare providers or their respective associations, provided that such activities do not interfere with his ability to discharge his responsibilities to the Hospital.
- (b) The VP's total aggregate commitment to these other organizations shall not exceed the equivalent of twenty (20) business days per year without any corresponding reduction in his salary.

ARTICLE 6 COMPENSATION

- 6.1 Subject to the terms and conditions of this Agreement, the VP shall be entitled to the compensation set out in Schedule "A".

ARTICLE 7 PERFORMANCE REVIEW

- 7.1 On the annual performance review date, the CEO will undertake a review of the VP's performance, which will provide for a review of:
- (a) the VP's progress toward achievement of objectives determined by the CEO;
- (b) the Hospital's performance under any accountability agreement between the Hospital and the MOHLTC/OH; and
- (c) other relevant matters.
- 7.2 The review process will also establish measurable performance expectations, including both short-term and long-term objectives for the VP, as identified by the CEO.
- 7.3 The VP's salary shall be subject to the annual cost of living adjustment, if any, awarded to management/non-union staff of the Hospital unless prohibited by the Government of Ontario. The salary shall also be reviewed every year by the CEO in light of the results of the performance review. In no circumstances shall the VP's salary be reduced except as required by the Government of Ontario.

ARTICLE 8 VACATION ENTITLEMENT

8.1 The VP will be entitled to vacation in accordance with the Hospital's unlimited vacation policy.

ARTICLE 9 EMPLOYEE BENEFIT PLANS

9.1 The VP shall participate in the Executive Benefit plan as made available by the Hospital to its full-time senior administrative personnel, including HOOPP, dental, group life insurance and extended health benefits as more particularly set out in Schedule "B".

9.2 The VP acknowledges that some employee benefit plans may include compulsory employee participation and employee contributions at levels determined by the Hospital. The Hospital regularly reviews the employee benefit plan, as well as its insurance carriers, and accordingly, reserves the right to amend or discontinue the employee benefit plans and change its insurance carriers where deemed appropriate and without further notice to the VP, provided that at no time shall the VP's coverage under the Hospital's benefit plans be reduced except as required by the Government of Ontario.

ARTICLE 10 EXPENSES

10.1 It is understood and agreed that the VP will incur expenses in connection with his employment duties under this Agreement. The Hospital will reimburse the VP for any reasonable and substantiated expenses provided such expenses were incurred in accordance with established Hospital policy and as approved by the CEO.

10.2 The Hospital shall reimburse the VP for his annual Ontario professional engineering license fees.

ARTICLE 11 TERMINATION

11.1 The VP is required to move to the Windsor-Essex County region by January 24, 2024. Should the VP fail to do so, this shall constitute wilful misconduct, disobedience and/or wilful neglect of duty such that the VP's employment shall be terminated and he will have no further entitlements under this Agreement.

11.2 (a) The VP may terminate his employment pursuant to this Agreement voluntarily at any time immediately with Good Reason. Upon doing so, the VP shall be entitled to all payments and benefits under section 11.4(b) as if his employment had been terminated by the Hospital pursuant to that section.

(b) The VP may terminate his employment pursuant to this Agreement voluntarily at any time without Good Reason by giving not less than one hundred and twenty (120) days' notice in writing to the Hospital. The Hospital may, with written notice, waive notice in whole or in part, but shall be required to continue providing the VP both his salary and benefits, including pension, for the full one hundred and twenty (120) days. In the event that the Hospital waives notice in whole or in part, and the benefit and/or pension plans do not allow for the Hospital to continue the VP's coverage/contributions during the waived period, the Hospital shall provide to the VP a payment equal to the value of the benefit premiums and/or

pension contributions that the Hospital would have paid had the benefit and/or pension plans allowed for it to do so.

The Hospital shall also provide to the VP:

- (i) the Annual Bonus, if any, that was accrued by the VP, but has not yet been paid in respect of the year prior to the year in which the VP resigned from his employment; and
 - (ii) a pro-rated amount of the Annual Bonus in respect of the period of time during the year in which the VP resigned from his employment that the VP was actively employed.
- (c) The VP agrees to accept the pay-in-lieu of notice set out in section 11.4 in full and final settlement of all amounts owing to him by the Hospital, including any payment in lieu of notice of termination, entitlement of the VP under any applicable statute and any rights that the VP may have at common law, and the VP waives any claim to any other payment or benefits from the Hospital.

11.3 This Agreement and the VP's employment with the Hospital may be terminated, without the Hospital being obligated to provide the VP with advance notice of termination or pay in lieu of such notice, whether under contract, statute, common law or otherwise if:

- (a) the VP retires;
- (b) the VP is unable to perform substantially all of the VP employment-related duties for a period of more than either three (3) consecutive months, or six (6) months in the aggregate during any twelve (12) month period. Failure by the Hospital to strictly rely upon this provision in any given instance or instances shall not in any way constitute a waiver of the Hospital's rights as stated herein;
- (c) the VP's employment is terminated as provided for in section 11.7; or
- (d) the VP dies.

In the event that the VP's employment is terminated pursuant to sections 11.3(a), (b), (c), or (d), the VP or the VP's estate, as applicable, will not be entitled to receive any further compensation or benefits pursuant to the terms of this Agreement other than:

- (i) those that have accrued to the date of termination of the VP's employment;
- (ii) the Annual Bonus, if any, that was accrued by the VP, but has not yet been paid in respect of the year prior to the year in which the VP's employment was terminated;
- (iii) a pro-rated amount of the Annual Bonus in respect of the period of time during the year that the VP's employment was terminated that the VP was actively employed, unless the VP's employment was terminated pursuant to section 11.3(c), in which case the VP shall not be entitled to any amount in respect of this subsection (iii); and

- (iv) those death benefits, if applicable, which may be payable in accordance with applicable insurance policies.

11.4 This Agreement may be terminated by the Hospital, in its absolute discretion, for any reason by:

- (a) giving the VP prior notice in writing equal to six (6) months, plus one (1) additional month for each full year of service up to a maximum of twenty-four (24) months notice in total (the "Notice Period") and providing to the VP the Annual Bonus that the VP earns during the Notice Period; or
- (b) paying to the VP, in lieu of notice of termination:
 - (i) Base Salary continuance for the Notice Period;
 - (ii) continued benefits coverage and pension plan contributions for the duration of the Notice Period. In the event that the benefit and/or pension plans do not allow for the Hospital to continue the VP's coverage/contributions during the Notice Period, the Hospital shall provide to the VP a payment equal to the value of the benefits premiums and/or pension contributions that the Hospital would have paid had the benefit and/or pension plans allowed for it to do so;
 - (iii) a pro-rated amount of the Annual Bonus in respect of the period of time during the year that the employee's employment was terminated that the employee was actively employed; and
 - (iv) the Annual Bonus that the VP would have earned during the Notice Period had his employment not been terminated and had all of her performance indicators in respect of the Annual Bonus been reached.

In the event that the Hospital terminates this Agreement under either section 11.4(a) or (b) the Hospital shall provide to the Employee the Annual Bonus, if any, which was accrued by the VP, but has not yet been paid, in respect of the year prior to the year in which the VP's employment was terminated.

These payments will be made less required statutory deductions and are considered inclusive of the Hospital's obligations to give "notice of termination" in accordance with the *Employment Standards Act, 2000*, as amended, and any other severance, termination or benefit obligations thereunder.

11.5 The VP agrees to accept the pay-in-lieu of notice as set out in section 11.4 above in full and final settlement of all amounts owing to him by the Hospital on termination, including any payment in lieu of notice of termination, entitlement of the VP under any applicable statute, and any rights that the VP may have at common law, and the VP waives any claim to any other payment or benefits from the Hospital and agrees that he will sign a release in a form satisfactory to the Hospital to this effect.

- 11.6 As used in this Article 11, the term “Good Reason” shall be deemed to mean:
- (a) Any material reduction or diminution in the VP’s title, status, authority or position with the Hospital, subject to section 11.9; or
 - (b) Any reduction in the VP’s compensation hereunder, including the package of benefits and incentives provided to the VP hereunder; or
 - (c) A material breach by the Hospital of any provision of this Agreement or any failure by the Hospital to provide, when due, any of the VP’s compensation, benefits or incentives hereunder in a timely manner; or
 - (d) A requirement by the Hospital that the VP relocate to a location other than the location in which the VP performed his duties for the Hospital immediately prior to such relocation; or
 - (e) Any other event or series of events that would be considered constructive dismissal by a court of competent jurisdiction.
- 11.7 The Hospital may terminate the VP’s employment without notice or pay in lieu thereof in the event of the Employee engages in wilful misconduct, disobedience or wilful neglect of duty that is not trivial and has not been condoned by the Employer, in accordance and compliance with the provisions of the *Employment Standards Act, 2000* and any regulations thereto, as may be amended from time to time.
- 11.8 (a) It is understood that, if termination occurs pursuant to section 11.2 or 11.4, all benefits shall terminate at the end of the month of termination.
- (b) Upon termination of this Agreement for any reason, the VP acknowledges that all items of any kind created or used by him pursuant to his employment or furnished by the Hospital to him including, but not limited to, any motor vehicles, equipment, books, records, credit cards, reports, files, diskettes, manuals, literature, confidential information, or other materials shall remain and be considered the exclusive property of the Hospital at all times, and shall be surrendered to the CEO of the Hospital, in good condition, promptly without being requested to do so.
- 11.9 The VP hereby acknowledges and agrees that he will not be constructively dismissed in the event of a government mandated restructuring of the healthcare system that results in the Hospital's operations being assumed by a regional health authority, a local health integration network or other organization provided the restructuring does not materially affect the VP's responsibilities (e.g. may be a site administrator) and there is no decrease in the VP's salary or benefits.

ARTICLE 12 LIABILITY INSURANCE

- 12.1 The Hospital shall insure the VP under its general liability policy both during and after the term of his employment, for all acts done by the VP in good faith and in the execution of his office as Vice-President, Redevelopment, throughout the term of his employment, including where the VP is specifically named in a lawsuit launched by a patient, member

of the Medical Staff, or any other party where the Hospital is a co-defendant in accordance with policy limits and requirements.

ARTICLE 13 OWNERSHIP OF INFORMATION AND NON DISCLOSURE

- 13.1 "Confidential Information" includes, without limitation, information and facts relating to the operation and affairs of the Hospital acquired by the VP in the course of his employment, including information and facts relating to present and contemplated services, future plans, processes, procedures, suppliers, capital projects, financial information of all kinds, government relations strategies, patients or their health records, any product, device, equipment or machine, or employees. For greater certainty, Confidential Information shall not include:
- (a) information and facts that are available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement; or
 - (b) information and facts that become available to the VP on a non-confidential basis from a source other than the Hospital.
- 13.2 All Confidential Information of the Hospital, whether it is developed by the VP during his period of employment or by others employed or physicians engaged by or associated with the Hospital, is the exclusive property of the Hospital and shall at all times be regarded, treated and protected as such.
- 13.3 The VP shall not disclose Confidential Information to any person or use any Confidential Information (other than as necessary in carrying out his duties on behalf of the Hospital) at any time during or subsequent to his period of employment without first obtaining the consent of the CEO, and the VP shall take all reasonable precautions to prevent inadvertent disclosure of any such Confidential Information.
- 13.4 Within five (5) days after the termination of the VP's employment by the Hospital for any reason, or of receipt by the VP of a written request from the Hospital, the VP shall promptly deliver to the Hospital all property belonging to the Hospital, including without limitation all Confidential Information (in whatever form) that is in the VP's possession or under the VP's control.
- 13.5 Nothing in this section precludes the VP from disclosing Confidential Information at any time if disclosure of such Confidential Information is required by any law, regulation, governmental body, or authority or by court order, provided that before disclosure is made, notice of the requirement is provided to the Hospital, and to the extent possible in the circumstances, the Hospital is afforded an opportunity to dispute the requirement.
- 13.6 The contents of this Agreement shall not be disclosed by the VP to anyone, except to the CEO, the Board, to the VP's own financial and legal advisors, or as required by law, regulation, governmental body, or court order. Requests for further disclosure will be made to the CEO for consideration.
- 13.7 The parties will agree in advance upon any appropriate press releases to announce the execution or termination of this Agreement.

ARTICLE 14 NON-SOLICITATION/NON-DISPARAGEMENT

- 14.1 The VP will not, either while employed with the Hospital or for a period of six (6) months subsequent to the VP's termination of employment for any reason, without the Hospital's express written consent, either as an individual, or in conjunction with any other person, firm, corporation, or other entity, whether acting as a principal, agent, employee, consultant, or in any capacity whatsoever solicit, attempt to solicit, or communicate in any way with any employees or physicians of the Hospital for the purpose of having such employees or physician employed or in any way engaged by another healthcare organization, person, firm, corporation, or other entity.
- 14.2 The VP and the Hospital covenant and agree that neither party shall engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill of the other party, which in the case of the Hospital, includes the Board, officers, employees, physicians and/or patients.

ARTICLE 15 GENERAL PROVISIONS

15.1 Binding Effect and Non-Assignment

This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors, but shall not be capable of assignment by either party without the previous consent of the other party thereto.

15.2 Notice Provisions

Any notice to be given under this Agreement shall be in writing and shall be personally delivered or sent by registered mail to the following address or such other address as either party may from time to time designate to the other by notice given in accordance with this section:

Notices to the Hospital:
1030 Ouellette Avenue
Windsor, ON N9A 1E1
Attention: David Musyj, President and CEO

Notices to VP:
Attention: Brandon Bailey

15.3 Severability

If any covenant or provision of this Agreement is determined to be void or unenforceable in whole or in part by any court, such determination shall not affect or impair the validity of any other covenant or provision of this Agreement, which shall remain in full force and effect as if the void or unenforceable covenant or provision had

not been made part of this Agreement.

15.4 **Waiver**

No waiver by either party of any breach of any provisions herein shall constitute a waiver of the provision except with respect to the particular breach giving rise to the waiver.

15.5 **Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

15.6 **Currency**

All dollar amounts set forth or referred to in this Agreement refer to Canadian currency.

15.7 **Withholding**

All payments made by the Hospital to the VP or for the benefit of the VP shall be less applicable withholdings and deductions.

15.8 **Recitals**

The VP and the Hospital acknowledge and agree that the provisions contained in the preamble or recitals section of this Agreement form part of this Agreement and may be relied upon by either Party when interpreting this Agreement.

15.9 **Interpretation**

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and the Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation of the Agreement more strongly against the party causing it to be drafted.

15.10 **Privacy Consent**

By accepting employment with the Hospital, the VP consents to the Hospital collecting, using and disclosing the VP's personal information to establish, manage, terminate and/or otherwise to administer the employment relationship, including, but not limited to:

- (a) ensuring that the VP is properly remunerated for his services to the Hospital which may include disclosure to third party payroll providers;
- (b) administering and/or facilitating the provision of any benefits to which the VP is or may become entitled, including benefits coverage, pension plan and incentive plans; this shall include the disclosure of the VP's personal information to the Hospital's third party service providers and administrators;
- (c) ensuring that the Hospital is able to comply with any regulatory, reporting and withholding requirements relating to the VP's employment;

- (d) performance and promotion;
- (e) monitoring the VP's access to and use of the Hospital's electronic media services in order to ensure that the use of such services is in compliance with the Hospital's policies and procedures and is not in violation of any applicable laws; and
- (f) complying with the Hospital's obligations to report improper or illegal conduct by any director, officer, executive or agent of the Hospital under any applicable health, criminal or other law.

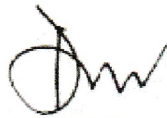
15.11 Independent Legal Advice

The VP confirms that, prior to the execution of this Agreement, he had a full and complete opportunity to obtain independent legal advice and representation and that he has either done so or has freely chosen not to obtain such advice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

WINDSOR REGIONAL HOSPITAL

BY:



Name: David Musyj
Title: President & Chief Executive Officer

I have read, understand and accept the terms and conditions of this Agreement.

SIGNED, SEALED &
DELIVERED in the presence of:

Heather Bailey
Witness



Brandon Bailey

**SCHEDULE “A”
COMPENSATION OF VP**

During the term of his employment with the Hospital, the VP shall be entitled to the compensation as set out below:

- (a) **Salary:** An annual salary of \$230,000.00 (based on 1957.5 hours) as of the Effective Date, less VP contributions to Hospital pension and benefit plans (the “Base Salary”). Thereafter, the VP’s salary will be subject to potential annual salary increases as may be determined appropriate by the CEO, in consideration of the performance review conducted by the CEO as more particularly described in ARTICLE 7, and any relevant legislative provisions.

- (b) **Performance Based Bonus:** Any performance based bonus entitlement payable in accordance with the Hospital’s Non-Union Performance Based Compensation Policy (“Annual Bonus”), which may be in place prior to the VP retiring or resigning will be calculated as if the VP had completed the full year of work for the entire calendar year within which he resigned or retired unless the provisions of Article 11 – Termination were the cause of the end of the employment relationship during that year.

**SCHEDULE “B”
FULL TIME EXECUTIVE BENEFIT PLANS**

Please see the benefit booklet for full details.

- Dental Plan (exam/cleaning every 6 months, 100% for basic, 50% for major, 50% for Orthodontics- no age limit)
- Drug Plan (\$2.00 co-pay, \$9.00 cap dispensing fee)
- Extended Health Plan which includes but are not limited to (chiropractor, osteopath, podiatrist/chiroprapist, physiotherapist, private nursing) – maximums are variable, please see plan booklet
- Semi-Private Coverage
- Private Room coverage in a Public General Hospital to \$5,000 / calendar year
- Psychologist to \$300 / year, with no limit per visit
- Massage Therapy to \$400 / calendar year
- Speech Therapy to \$300 / calendar year
- Compression Stocking to 6 pairs every 12 months
- Vision to \$400 every 24 months with additional vision coverage (subject to reasonable and customary charges)
- Hearing Aids (One hearing aid in any 36 consecutive months)
- Out of Province/travel coverage
- Medical Items, as approved by the benefit carrier

100% Hospital Cost

- Accidental Death & Dismemberment (3X Annual Salary, maximum \$500,000)
- Group Life Insurance (3X annual Salary)
- Voluntary Life Insurance (Optional Benefit – 1,2,3 times salary)
- Spousal Life Insurance (Optional Benefit)

75% Hospital Cost, 25% Employee Cost

- Long Term Disability (75% of monthly earnings, 105 days qualifying)

Sick Time

- 100% of your rate effective date of hire

Pension Plan

- Effective Date of hire (full time)
- HOOPP – Hospitals of Ontario Pension Plan
- 6.9% of base salary up to YMPE (Years maximum pensionable earnings) max + 9.2% base salary over YMPE max
- Employee deduction matched by Hospital at 126%
- Reciprocal Transfers offered pending agreement with HOOPP

Vacation Entitlement

- Unlimited Vacation: See the Non-Union Vacation Policy for Full Time Employees

Paid Holidays (12)

New Year's Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Remembrance Day

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

Family Day

2nd Monday in June