

January 3, 2012

A teaching hospital fully affiliated  
with the University of Toronto

### **SENIOR MANAGEMENT TEAM**

### **EXECUTIVE COMPENSATION POLICIES AND PRACTICES**

Holland Bloorview has a comprehensive and rigorous executive performance management and compensation program. Each year, members of the Senior Management Team (Executive Team) have their performance measured through a large number of metrics that are tied directly to the annual compensation of the executive. The Performance Appraisal and Compensation Committee of the Board of Trustees (Board) reviews the compensation of the President & CEO and makes an assessment of whether or not the Board approved annual goals and objectives have been achieved. This yearly evaluation is tied to compensation. The Board approves the compensation policy for the Executive Team.

#### **Annual Cash Compensation**

The Compensation program is designed to ensure that the Hospital is able to attract and retain high performing executives who are focused on the achievement of the Hospitals key priorities and goals. Each of the components of this program is outlined on the following table.

The compensation program is designed to ensure that total cash compensation is appropriately competitive. The total compensation for the President & CEO and the Executive Team is reviewed periodically to ensure that compensation levels are competitive recognizing the complexity of the Hospital, the provincial mandate, academic intensity and the functional accountabilities of each executive role. Comparative markets include; the Toronto Academic Health Science Network, the Ontario Hospital Association Region 3 (Toronto) senior positions, and all OHA hospitals with a similar budget. It is the President & CEO's responsibility to manage the compensation system for Executive Team according to the compensation policy.

A key element of this program is the Hospitals Performance Incentive Plan. This plan ensures that 10% of Vice President and 15% of the CEO's annual compensation is "at risk" for the achievement of both the Hospitals and Executives key priorities and objectives.

Annually the Board approves the Performance Goals of the Hospital relating to both the Strategic Plan (5 to 8 goals) and the six goals in the Hospitals Quality Improvement Plan (QIP). In addition the CEO will approve up to two portfolio objectives and one development objective for each executive.

Performance against both the Hospital and Individual goals is assessed annually and forms the basis for determining what Performance Incentive award is appropriate. In addition, legislative requirements, market competitiveness and other fiscal conditions are considered when determining the appropriateness of Base Salary increases.

The Board approves all changes to the CEO's compensation. The CEO approves changes to the Executive Team and reports to the Board on the actions taken.

## **Benefits**

Hospital executives participate in the Hospital's Benefit program which provides comparable benefits to all participating employees. These benefits provide comprehensive coverage to meet the needs of employees and their families. Benefits may include, medical, vision, dental, life and income protection benefits.

Each executive is entitled to participate in the Hospitals Flexible Benefits Allowance and Auto Allowance programs. These programs are summarized on the attached table.

In addition, sabbatical leave is provided for research and education purposes to the Vice President Medicine and Academic Affairs. Leave is 3 months for each five years of service.

## **Pension**

All executives participate in HOOPP which provides comparable pension benefits to other participating Hospitals. Each executive contributes 11% of annual compensation to the plan.

In addition to participation in the HOOPP arrangement, the CEO is entitled to a lump sum award at the end of her contract equal to one months salary (to a cap of \$30,000 per month) for each year served. To date the accrued award is 11 months.

This plan was established to recognize a shortfall in the CEO's pensionable service in HOOPP.

## **Termination**

Each executive is entitled to appropriate termination protection which is consistent with market practice. On termination of employment without cause the CEO is entitled to 18 months severance and Vice Presidents 12 to 24 months depending on the unique circumstances. If an executive is terminated for just cause, no severance is paid.

## COMPONENTS OF COMPENSATION PROGRAM

	Explanation	CEO	Vice Presidents
Total Compensation <i>(Reported on 2010 Salary Disclosure)</i>	Compensation is determined through performance metrics and an external compensation benchmarking review. Executive Committee of the Board of Trustees approves President & CEO compensation each year and the compensation plan of each executive.	Sheila Jarvis, President & CEO: \$491,246	Golda Milo-Manson, Vice President Medicine & Academic Affairs: \$359,832  Ben Sybring, Vice President Corporate Services: \$205,044  Judy Hunter, Vice President, Human Resources & Organization Development: \$193,048  Jackie Schleifer Taylor, Vice President, Programs & Services: \$203,000* *started June 6, 2011 – annual base salary  Vacant, Vice President, Research
Compensation at Risk <i>(Variable Compensation)</i>	Each year 10% to 15% of the Executive's compensation is considered to be at risk and is held and measured against achievement of goals and objectives.	15%	10%
Flexible Benefits Allowance	An annual flexible benefit allowance is provided on a pro-rated basis to cover benefits outside of the current plan and per Canadian Revenue Agency guidelines (e.g. Eye Glasses, Physiotherapy, Chiropractor, etc).	\$4,500	\$2,000
Auto Allowance	An annual allowance is provided to off-set the costs of business related transportation.	\$12,000	\$7,200
Severance	A one time payment that is provided in the event of a need to terminate employment without cause.	18 months (base salary)	12 – 24 months (base salary)
Sabbatical Leave	Leave provided for research and education purposes.	Not Applicable	Golda Milo-Manson, Vice President Medicine & Academic Affairs: 3 months for each 5-year contract for a total of 6 months

Pension	The Hospital participates in HOOPP	Based on Service and Compensation (Contributory)	Based on Service and Compensation (Contributory)
Administrative Leave	CEO administrative leave was implemented for the CEO who had been employed outside Ontario in an executive hospital role and not contributing to the Hospital of Ontario Pension Plan during that period. Instituted to supplement five years without a vested pension.	11 months for the previous 2 five year contracts + one month per year of current contract	Not Applicable

# Holland Bloorview

## Kids Rehabilitation Hospital

Holland Bloorview  
Kids Rehabilitation Hospital  
150 Kilgour Road  
Toronto ON Canada M4G 1R8  
T 416 425 6220  
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www.hollandbloorview.ca

A teaching hospital fully affiliated  
with the University of Toronto

December 3, 2010

PRIVATE AND CONFIDENTIAL

Sheila Jarvis  
President and CEO  
Holland Bloorview Kids Rehabilitation Hospital  
150 Kilgour Road  
Toronto, Ontario  
M4G 1R8

Dear Sheila:

I am pleased to provide you with details of your renewal agreement as President and Chief Executive Officer of Holland Bloorview Kids Rehabilitation Hospital (Holland Bloorview) effective [REDACTED]. This agreement was approved by the Board of Trustees (Board) on November 24, 2010 for a [REDACTED] term concluding [REDACTED] and as agreed is the date, if not elected earlier, on which date you shall retire.

### Compensation

With the implementation of Bill 16, the Public Sector Compensation Restraint Act, it is not possible for the Board to increase your compensation for the period March 25, 2010 to March 31, 2012, however the compensation structure already in place can continue. You will receive a base annual salary of \$416,150 and an additional performance incentive available to you in the form of an annual lump sum payment of up to 15% of your base salary, at the discretion of the Board. This incentive will be linked to the achievement of annual performance objectives pursuant to Bill 46, The Excellent Care For All Act, 2010. The performance objectives will be agreed between the Board and you as part of the annual performance review process. Subsequent to March 31, 2012 and as permissible by law, your compensation will be subject to annual salary reviews using the market comparator information of current Toronto Academic Health Sciences Network (TAHSN) hospitals compensation for Chief Executive Officers, bottom quartile.

### Benefits

In accordance with Bill 16 your current benefit structure will continue. You will receive all regular benefits provided to full time staff at Holland Bloorview. In addition, you will receive:

1. Your monthly automobile lease to a maximum of \$1,000, plus operating costs.
2. An annual vacation of six (6) weeks.
3. Short-term sickness income benefits at one hundred percent (100%) of your base salary for six (6) months plus long-term disability coverage as per coverage provided to full time employees at Holland Bloorview.
4. An annual wellness allowance benefit of \$4,500 will be provided in order to supplement your regular full time benefits package.
5. An annual education allowance of \$2,500 will be made available to you in addition to support for other relevant educational programs approved by the Chair of the Board.
6. A personal computer will be provided to you for home use.
7. A cell phone will be provided.
8. Reimbursement for professional membership fees as approved by the Chair of the Board.

9. An administrative leave providing for one (1) month leave with pay to a maximum of \$30,000 per month, banked at the completion of each year of service provided under this contract and redeemable at the end of [REDACTED]. This will be in addition to the eleven months leave with pay that was specified in your previous contracts (ending March 29, 2006 and March 31, 2011 respectively) and was accumulated and not taken. The value of this leave at the completion of [REDACTED] years service will be [REDACTED] months.

#### **Term**

The term of this agreement is on a full time basis for [REDACTED] unless terminated as provided below.

#### **Termination and severance allowance**

The Agreement and your employment may be terminated in the following manner:

1. You may terminate this agreement at any time, for any reason upon giving no less than 180 days written notice to the Board, unless otherwise agreed to by the parties. If you present an effective transition plan to the Board and it is agreed to by the Board, it shall not unreasonably withhold agreement to shorten the notice period. The Board in its sole discretion may waive such notice, in whole or in part, in which case the resignation could be effective immediately, and provided that Holland Bloorview continues to pay your salary and benefits for the period stipulated in your notice, or for such a shorter period as mutually agreed.
2. The Board may terminate this agreement at its absolute discretion, without any notice or payment if there is just cause for the termination. Such action shall require a minimum seventy-five per cent (75%) vote of the entire Board. In such case, there shall be no compensation or payment, save for any remuneration earned prior to the date of termination.
3. The Board may terminate this agreement where there is no just cause; such action shall require a minimum seventy-five per cent (75%) vote of the entire Board. After such termination, all rights, duties and obligations of both parties shall cease. You shall be entitled to a severance allowance equal to eighteen (18) months base salary at the rate on the date of termination, plus pension contributions, banked administrative leave, health dental, life and disability insurance throughout that period in full satisfaction of any and all claims that you may otherwise have against Holland Bloorview, statutory and otherwise.
  - 3.1 The salary and benefits are inclusive of any entitlements to notice and/or severance pay under the Employment Standards Act.
  - 3.2 Any outstanding vacation for which you are entitled at the date of termination will be paid.
  - 3.3 If you elect to receive a lump sum payment in lieu of certain benefits coverage during the notice period in an amount equal to the amount that Holland Bloorview would have paid to maintain the benefits during the notice period, you agree to waive any entitlement to these benefits which may include short and long term disability coverage following termination of this Agreement without notice, subject to statutory conditions. You agree to release Holland Bloorview from any claims related to disability coverage and /or benefits during the notice period.
4. Upon receipt of written notice from you that you have Good Reason, the Board or any related or successor corporation may, by delivering notice to you within 14 days of receipt of notice of Good Reason, offer you "Comparable Full Time Employment". For the purposes of this section 4, comparable Full Time Employment means employment within the GTA with total compensation (including base salary, any bonus, any pension or supplementary pension, any insured benefits and other perquisites) at least equivalent, in aggregate to ninety per cent (90%) of the total compensation last applicable to your position at Holland Bloorview.

For the purposes of section 4, "Good Reason" shall mean:

Holland Bloorview shall:

- i) Reduce your duties and responsibilities as President and Chief Executive Officer;
- ii) Reduce your status, such that that would amount to a demotion;
- iii) Require you to apply for your position of President and Chief Executive Officer or for a similar position in order to maintain your employment;
- iv) Require you to report to a new Chief Executive Officer or to some superior authority, such that you would no longer have the ultimate authority as President and Chief Executive Officer; or
- v) Reduce your salary and benefits, without your consent and for reasons other than your insurability;
- vi) Holland Bloorview shall merge with, acquire or be acquired by, take over or be taken over by, another corporation, or contract out work to another organization resulting in a highly material reduction of your duties and responsibilities.

4.1 Your terms and conditions of employment will be governed by this agreement, as amended from time to time, until you accept Comparable Full Time Employment in writing. Thereafter, your terms and conditions of employment will be as set out in the offer of Comparable Full Time Employment.


4.2 If you are offered Comparable Full time Employment, but choose not to accept it within 14 days, you shall receive a lump sum payment equivalent to 50% of an 18 months' severance payment including base salary, prorated bonus, pension, insured benefits and other perquisites.

4.3 If you do not receive an offer of Comparable Full Time Employment by the Board or any related or successor corporation, you shall be deemed to be terminated without cause and to be entitled to payment in accordance with the provisions of section 3, herein.

5. The Agreement shall end without notice in the event of your death or permanent long-term disability.

The Board is delighted to renew your contract for another [REDACTED] years.

Sincerely,




Tom Flynn  
Chair, Board of Trustees  
Holland Bloorview Kids Rehabilitation Hospital

**Acknowledgement**

Please signify your acceptance of an agreement with this offer by signing a copy below and returning it to me at your first opportunity.



Sheila K. Jarvis

  
Date: //

~~with you to~~

# Holland Bloorview

## Kids Rehabilitation Hospital

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December 14, 2011

**Dr. Golda Milo-Manson**  
**Vice-President, Medicine & Academic Affairs**



Dear Golda:

I am writing to confirm details of your employment contract with Holland Bloorview Kids Rehabilitation Hospital. With the implementation of Bill 16, the Public Sector Compensation Restraint Act, it is not possible to increase your compensation for the period March 25, 2010 to March 31, 2012, however the compensation structure already in place can continue. As outlined in detail below you are eligible to receive a maximum lump sum payment of 10% of your annual salary per fiscal year. This incentive will be linked to the achievement of annual performance objectives pursuant to Bill 46, The Excellent Care For All Act, 2010. The performance objectives will be agreed between you, I and the Board, as part of the annual performance review process. Subsequent to March 31, 2012, and as permissible by law, your compensation will be subject to annual salary reviews using market comparator information, as per the compensation policy for the executive team.

### Terms:

This employment agreement is for a five (5) year term that became effective on February 4, 2007 and expires on February 4, 2012, unless terminated as provided below.

As Vice-President, Medicine & Academic Affairs:

1. Total Compensation:
  - Compensation is determined through performance metrics and an external compensation benchmarking review. The Executive Committee of the Board of Trustees approves the compensation plan of the Vice-Presidents.
    - A salary of \$127.90 per hour, which when annualized is equivalent to \$282,652.50 based on a 42.5-hour workweek.
2. Compensation at Risk:
  - Participation in the Variable Compensation plan, to a maximum of 10% of your annual salary during the fiscal year 7.5% of which will be based on the achievement of annual goals and objectives approved by the President, Holland Bloorview Kids Rehabilitation Hospital. The remaining 2.5% payment is based on the successful achievement of the Executive Quality Improvement Plan initiatives that are approved by the Board.
3. Benefits & Pension:
  - Participation in Holland Bloorview's current Pension and Benefit programs.

4. Flexible Benefit Allowance:

- An annual flexible benefit allowance of \$2,000 to cover benefits outside of the current plan and per the Canadian Revenue Agency guidelines.

5. Auto Allowance:

- An annual allowance of \$7,200 to off-set the costs of business related travel.

6. Vacation & Sabbatical Leave:

- Six (6) weeks paid vacation per annum, accrued at the rate of 2.50 days per month.
- Upon completion of this five (5) year contract, you will be entitled to sabbatical leave providing for three (3) months paid leave of absence. This will be in addition to the three (3) months leave with pay that was specified in your previous contract (ending February 3, 2007) and was accumulated and not taken. The value of this leave at the completion of this contract will be six (6) months leave with pay, to a maximum of \$20,000 per month.

**7. Termination Without Cause:**

Holland Bloorview may terminate your employment at any time following the Probationary period, without cause, upon providing you with the following:

If your employment is terminated at anytime you are entitled to a severance allowance of eighteen (18) months base salary at the rate on the date of termination, less all applicable deductions, in satisfaction of all contractual, statutory and common law notice requirements.

For clarity, in no event shall you receive less than this entitlement under employment or labour standards legislation, including any entitlement to termination or severance pay.

Holland Bloorview will continue all employee and group insurance benefits for only that period, in any, required by the applicable employment or labour standards legislation and as permitted under the terms of the group insurance policy.

**Termination with Cause:**

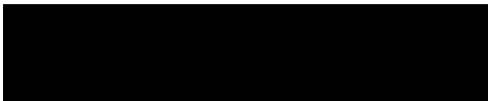
Holland Bloorview may, by notice in writing, forthwith terminate your employment at any time for just cause in law, without notice or payment in lieu of notice. In such event, Holland Bloorview shall only be obligated to pay any salary and other statutory entitlements earned to the effective termination date.

You may terminate this agreement at any time, for any reason upon giving no less than 180 days written notice to Holland Bloorview, unless otherwise agreed to by the parties. If you present an effective transition plan and it is agreed to, it shall not unreasonably withhold agreement to shorten the notice period. Holland Bloorview in its sole discretion may waive such notice, in whole or in part, in which case the resignation could be effective immediately, and provided that Holland Bloorview continues to pay your salary and benefits for the period stipulated in your notice, or for such a shorter period as mutually agreed.

Letter to Dr. Golda Milo-Manson  
PAGE 3

Please review, sign and return a copy of this letter to Judy Hunter, Vice President Human Resources and Organization Development by December 28, 2011 confirming the details described above.

Yours Truly,



Sheila Jarvis  
President and CEO  
Holland Bloorview Kids Rehabilitation Hospital

***Please sign below to indicate that you have read, understood, and agree to the terms and conditions as outlined above.***



NAME

  
Date

**December 14, 2011**

**Ben Sybring**  
Vice-President, Corporate Services



Dear Ben:

I am writing to confirm details of your employment contract with Holland Bloorview Kids Rehabilitation Hospital. With the implementation of Bill 16, the Public Sector Compensation Restraint Act, it is not possible to increase your compensation for the period March 25, 2010 to March 31, 2012, however the compensation structure already in place can continue. As outlined in detail below you are eligible to receive a maximum lump sum payment of 10% of your annual salary per fiscal year. This incentive will be linked to the achievement of annual performance objectives pursuant to Bill 46, The Excellent Care For All Act, 2010. The performance objectives will be agreed between you, I and the Board, as part of the annual performance review process. Subsequent to March 31, 2012, and as permissible by law, your compensation will be subject to annual salary reviews using market comparator information, as per the compensation policy for the executive team.

As Vice-President, Corporate Services:

1. Total Compensation:

- Compensation is determined through performance metrics and an external compensation benchmarking review. The Executive Committee of the Board of Trustees approves the compensation plan of the Vice-Presidents.
  - A salary of \$95.03 per hour, which when annualized is equivalent to \$185,308.50 based on a 37.5-hour workweek.

2. Compensation at Risk:

- Participation in the Variable Compensation plan, to a maximum of 10% of your annual salary during the fiscal year, 7.5% of which will be based on the achievement of annual goals and objectives approved by the President and CEO of Holland Bloorview Kids Rehabilitation Hospital. The remaining 2.5% payment is based on the successful achievement of the Executive Quality Improvement Plan initiatives that are approved by the Board.

3. Benefits & Pension:

- Participation in Holland Bloorview's current Pension and Benefit programs.

4. Flexible Benefit Allowance:

- An annual flexible benefit allowance of \$2,000 to cover benefits outside of the current plan and per the Canadian Revenue Agency guidelines.

5. Auto Allowance:

- An annual allowance of \$7,200 to off-set the costs of business related travel.

6. Vacation:

- Six (6) weeks paid vacation per annum, accrued at the rate of 2.50 days per month.

Letter to Ben Sybring  
PAGE 2

**7. Termination Without Cause:**

Holland Bloorview may terminate your employment at any time following the Probationary period, without cause, upon providing you with the following:

If your employment is terminated at anytime, you are entitled to a severance allowance of twenty-four (24) months base salary at the rate on the day of termination, less all applicable deductions, in satisfaction of all contractual, statutory and common law notice requirements.

For clarity, in no event shall you receive less than this entitlement under employment or labour standards legislation, including any entitlement to termination or severance pay.

Holland Bloorview will continue all employee and group insurance benefits for only that period, in any, required by the applicable employment or labour standards legislation and as permitted under the terms of the group insurance policy.

**Termination with Cause:**

Holland Bloorview may, by notice in writing, forthwith terminate your employment at any time for just cause in law, without notice or payment in lieu of notice. In such event, Holland Bloorview shall only be obligated to pay any salary and other statutory entitlements earned to the effective termination date.

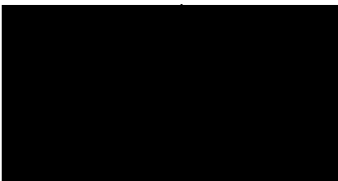
You may terminate this agreement at any time, for any reason upon giving no less than 180 days written notice to Holland Bloorview, unless otherwise agreed to by the parties. If you present an effective transition plan and it is agreed to, it shall not unreasonably withhold agreement to shorten the notice period. Holland Bloorview in its sole discretion may waive such notice, in whole or in part, in which case the resignation could be effective immediately, and provided that Holland Bloorview continues to pay your salary and benefits for the period stipulated in your notice, or for such a shorter period as mutually agreed.

Please review, sign and return a copy of this letter to Judy Hunter, Vice President, Human Resources and Organization Development by December 28, 2011 confirming the details described above.

Yours Truly,

  
Sheila Jarvis  
President and CEO  
Holland Bloorview Kids Rehabilitation Hospital

***Please sign below to indicate that you have read, understood, and agree to the terms and conditions as outlined above.***



Dec 14, 2011  
Date

# Holland Bloorview

## Kids Rehabilitation Hospital

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150 Kilgour Road  
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December 14, 2011

**Judy Hunter**  
Vice-President, Human Resources & Organization Development



Dear Judy:

I am writing to confirm details of your employment contract with Holland Bloorview Kids Rehabilitation Hospital. With the implementation of Bill 16, the Public Sector Compensation Restraint Act, it is not possible to increase your compensation for the period March 25, 2010 to March 31, 2012, however the compensation structure already in place can continue. As outlined in detail below you are eligible to receive a maximum lump sum payment of 10% of your annual salary per fiscal year. This incentive will be linked to the achievement of annual performance objectives pursuant to Bill 46, The Excellent Care For All Act, 2010. The performance objectives will be agreed between you, I and the Board, as part of the annual performance review process. Subsequent to March 31, 2012, and as permissible by law, your compensation will be subject to annual salary reviews using market comparator information, as per the compensation policy for the executive team.

As Vice-President, Human Resources & Organization Development:

1. Total Compensation:
  - Compensation is determined through performance metrics and an external compensation benchmarking review. The Executive Committee of the Board of Trustees approves the compensation plan of the Vice-Presidents.
    - A salary of \$94.87 per hour, which when annualized is equivalent to \$184,996.50 based on a 37.5-hour workweek.
2. Compensation at Risk:
  - Participation in the Variable Compensation plan, to a maximum of 10% of your annual salary during the fiscal year, 7.5% of which will be based on the achievement of annual goals and objectives approved by the President and CEO of Holland Bloorview Kids Rehabilitation Hospital. The remaining 2.5% payment is based on the successful achievement of the Executive Quality Improvement Plan initiatives that are approved by the Board.
3. Benefits & Pension:
  - Participation in Holland Bloorview's current Pension and Benefit programs.
4. Flexible Benefit Allowance:
  - An annual flexible benefit allowance of \$2,000 to cover benefits outside of the current plan and per the Canadian Revenue Agency guidelines.
5. Auto Allowance:
  - An annual allowance of \$7,200 to off-set the costs of business related travel.
6. Vacation:
  - Five (5) weeks paid vacation per annum, accrued at the rate of 2.08 days per month.

**7. Termination Without Cause:**

Holland Bloorview may terminate your employment at any time following the Probationary period, without cause, upon providing you with the following:

If your employment is terminated at anytime, you are entitled to a severance allowance of 12 months base salary at the rate on the date of termination, plus you shall receive an additional month per year of completed service up to a maximum of 18 months pay, less all applicable deductions, in satisfaction of all contractual, statutory and common law notice requirements.

For clarity, in no event shall you receive less than this entitlement under employment or labour standards legislation, including any entitlement to termination or severance pay.

Holland Bloorview will continue all employee and group insurance benefits for only that period, in any, required by the applicable employment or labour standards legislation and as permitted under the terms of the group insurance policy.

**Termination with Cause:**

Holland Bloorview may, by notice in writing, forthwith terminate your employment at any time for just cause in law, without notice or payment in lieu of notice. In such event, Holland Bloorview shall only be obligated to pay any salary and other statutory entitlements earned to the effective termination date.

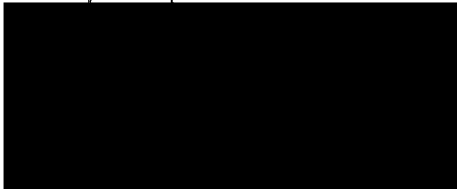
You may terminate this agreement at any time, for any reason upon giving no less than 180 days written notice to Holland Bloorview, unless otherwise agreed to by the parties. If you present an effective transition plan and it is agreed to, it shall not unreasonably withhold agreement to shorten the notice period. Holland Bloorview in its sole discretion may waive such notice, in whole or in part, in which case the resignation could be effective immediately, and provided that Holland Bloorview continues to pay your salary and benefits for the period stipulated in your notice, or for such a shorter period as mutually agreed.

Please review, sign and return a copy of this letter to Tracey Millar, Director, Human Resources, by December 28, 2011 confirming the details described above.

Yours Truly,

  
Sheila Jarvis  
President and CEO  
Holland Bloorview Kids Rehabilitation Hospital

***Please sign below to indicate that you have read, understood, and agree to the terms and conditions as outlined above.***

  
Dec. 14, 2011  
Date

# Holland Bloorview

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December 14, 2011

**Jackie Schleifer-Taylor**  
Vice-President, Programs & Services:



Dear Jackie:

I am writing to confirm details of your employment contract with Holland Bloorview Kids Rehabilitation Hospital. With the implementation of Bill 16, the Public Sector Compensation Restraint Act, it is not possible to increase your compensation for the period March 25, 2010 to March 31, 2012, however the compensation structure already in place can continue. As outlined in detail below you are eligible to receive a maximum lump sum payment of 10% of your annual salary per fiscal year. This incentive will be linked to the achievement of annual performance objectives pursuant to Bill 46, The Excellent Care For All Act, 2010. The performance objectives will be agreed between you, I and the Board, as part of the annual performance review process. Subsequent to March 31, 2012, and as permissible by law, your compensation will be subject to annual salary reviews using market comparator information, as per the compensation policy for the executive team.

As Vice-President, Programs & Services:

1. Total Compensation:
  - Compensation is determined through performance metrics and an external compensation benchmarking review. The Executive Committee of the Board of Trustees approves the compensation plan of the Vice-Presidents.
    - A salary of \$104.11 per hour, which when annualized is equivalent to \$203,014.50 based on a 37.5-hour workweek.
2. Compensation at Risk:
  - Participation in the Variable Compensation plan, to a maximum of 10% of your annual salary during the fiscal year, 7.5% of which will be based on the achievement of annual goals and objectives approved by the President and CEO of Holland Bloorview Kids Rehabilitation Hospital. The remaining 2.5% payment is based on the successful achievement of the Executive Quality Improvement Plan initiatives that are approved by the Board.
3. Benefits & Pension:
  - Participation in Holland Bloorview's current Pension and Benefit programs.
4. Flexible Benefit Allowance:
  - An annual flexible benefit allowance of \$2,000 to cover benefits outside of the current plan and per the Canadian Revenue Agency guidelines.
5. Auto Allowance:
  - An annual allowance of \$7,200 to off-set the costs of business related travel.
6. Vacation:
  - Five (5) weeks paid vacation per annum, accrued at the rate of 2.08 days per month.

**3. Termination Without Cause:**

Holland Bloorview may terminate your employment at any time following the Probationary period, without cause, upon providing you with the following:

If your employment is terminated at anytime, you are entitled to a severance allowance of 12 months base salary at the rate on the date of termination, plus you shall receive an additional month per year of completed service up to a maximum of 18 months pay, less all applicable deductions, in satisfaction of all contractual, statutory and common law notice requirements.

For clarity, in no event shall you receive less than this entitlement under employment or labour standards legislation, including any entitlement to termination or severance pay.

Holland Bloorview will continue all employee and group insurance benefits for only that period, in any, required by the applicable employment or labour standards legislation and as permitted under the terms of the group insurance policy.

**Termination with Cause:**

Holland Bloorview may, by notice in writing, forthwith terminate your employment at any time for just cause in law, without notice or payment in lieu of notice. In such event, Holland Bloorview shall only be obligated to pay any salary and other statutory entitlements earned to the effective termination date.

You may terminate this agreement at any time, for any reason upon giving no less than 180 days written notice to Holland Bloorview, unless otherwise agreed to by the parties. If you present an effective transition plan and it is agreed to, it shall not unreasonably withhold agreement to shorten the notice period. Holland Bloorview in its sole discretion may waive such notice, in whole or in part, in which case the resignation could be effective immediately, and provided that Holland Bloorview continues to pay your salary and benefits for the period stipulated in your notice, or for such a shorter period as mutually agreed.

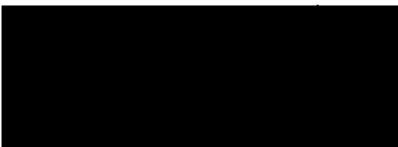
Please review, sign and return a copy of this letter to Judy Hunter, Vice President, Human Resources and Organization Development by December 28, 2011 confirming the details described above.

Yours Truly,



Sheila Jarvis  
President and CEO  
Holland Bloorview Kids Rehabilitation Hospital

***Please sign below to indicate that you have read, understood, and agree to the terms and conditions as outlined above.***



20 December 2011

Date