

# EXECUTIVE EMPLOYMENT AGREEMENT

**B E T W E E N:**

**ST. JOSEPH'S HEALTH SYSTEM**

**(the "System")**

**- and -**

**ELIZABETH BULLER**

**(the "Executive")**

Whereas the System wishes to engage the Executive in the position of President and Chief Executive Officer ("CEO") and the Executive wishes to be employed by the System in that capacity; and

Whereas the Executive and the System desire to enter into this Executive Employment Agreement ("Agreement") for the purpose of setting forth the terms and conditions of the Executive's employment with the System;

Now therefore, in consideration of the mutual covenants and promises set out herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the System and the Executive agree as follows:

## **SECTION 1 – POSITION AND TERM**

**1.01 Position.** Effective July 04, 2022, the Executive shall render full-time services to the System in the position of President and CEO of the System in accordance with the terms and conditions set out in this Agreement.

**1.02 Term.** The Executive's employment shall be for an indefinite term subject to termination in accordance with Section 5 of this Agreement.

## **SECTION 2 – RESPONSIBILITIES AND REPORTING**

**2.01 Responsibilities.** The Executive shall perform, to the best of her ability and capability, the duties and responsibilities of the position as set out in the job description for the position attached as Appendix "B" (which may be amended from time to time by the Board in keeping with the role of the Executive as President and CEO of the System) and such duties and responsibilities as the Board may from time to time reasonably direct, in compliance with the *Public*

*Systems Act*, other applicable laws, the System's by-laws and its policies, procedures, rules and regulations.

**2.02 Reporting.** In her capacity as President and Chief Executive Officer, the Executive is directly accountable to the System's Board of Directors (the "Board") through the Chair of the Board.

### **SECTION 3 – STANDARD OF PERFORMANCE AND FIDUCIARY DUTY**

**3.01 Full Time and Attention.** The Executive shall devote the whole of her working time and attention to the business and affairs of the System and shall not, without the written consent of the System, engage either directly or indirectly in any other business or occupation of a permanent, temporary or part time nature. The Executive may participate on not-for-profit boards of directors that are relevant to her role CEO with the prior written consent of the Chair of the Board. With the explicit and written permission of the SJHS Governance Committee, the Executive may participate in a for-profit corporate board.

**3.02 Standard of Performance.** The Executive shall perform her duties in accordance with the by-laws and policies of the System, and all applicable laws and regulations. The Executive shall devote the whole of her time, attention and ability to the business and affairs of the System and shall use her best efforts to promote and further the business, profitability and reputation of the System.

**3.03 Fiduciary Duty.** The Executive agrees to act diligently, loyally and in a trustworthy manner to the best of her knowledge, skill and ability. The Executive acknowledges that she is a fiduciary of the System and that she shall at all times act in the best interests of the System.

**3.04 Conflict of Interest.** The Executive shall ensure that her direct or indirect personal interests do not, whether potentially or actually, conflict with the interests of the System. The Executive agrees to promptly report any potential or actual conflicts of interest to the Board of Directors in accordance with and subject to the System's code of conduct as may be amended from time to time. The Executive represents and warrants to the System that she is not subject to any constraints that would prevent her from performing the duties and responsibilities contemplated under this Agreement or from devoting her full time and attention to the affairs of the System.

### **SECTION 4 – COMPENSATION AND BENEFITS**

**4.01 Base Salary.** The Executive shall be paid an annual base salary of \$585,000.00, less any applicable deductions ("Base Salary"). The Base Salary shall be reviewed by the System on an annual basis and may be increased at the sole discretion of the System, as subject to any restrictions imposed by law. The

Base Salary shall be paid in accordance with the System's normal payroll practices in effect from time to time.

**4.02 Performance Based Adjustment** In addition to the Base Salary, each year the Executive is eligible to earn a performance based adjustment (the "Incentive Payment") based on an evaluation of her performance in meeting the approved goals of the System Strategic Plan ("Annual Incentive Plan"). Under such plan, the Executive shall have the opportunity to earn up to a maximum of \$65,000.00, less any applicable deductions, as an Incentive Payment. Notwithstanding any provision of this Agreement or the terms of any applicable Annual Incentive Plan or System Strategic Plan to the contrary, to be eligible to receive an Incentive Payment for a particular year the Executive must be actively employed by the System on the date that Incentive Payments for that year are paid to other similarly situated executives of the System. For this purpose, the Executive's active employment is deemed to cease on her Termination Date as defined within Appendix "A".

Annual performance reviews will be conducted by the System using a set of objectives and criteria for measurement to be agreed upon in writing by the System and the Executive and are thereby incorporated by reference into this Agreement.

**4.03 Retirement Savings.** The Executive shall be eligible to participate in the Hospitals of Ontario Pension Plan ("HOOPP") subject to and in accordance with the terms and conditions of the HOOPP, as amended from time to time.

**4.04 Benefits.** The Executive shall be eligible to participate in the System's medical, dental, life insurance and other group benefit plans generally available to its executives from time to time (the "Benefit Plans") in accordance with the terms of the Benefit Plans and applicable policies, as amended from time to time.

**4.05 Vacation.** The Executive shall be entitled to six (6) weeks' paid vacation per calendar year during the period between January 1 and December 31, pro-rated for partial years. Such vacation must be taken at a time or times acceptable to the System having regard to the System's operations. Vacation shall be governed by the System policy. At present, the policy permits an employee to accrue and bank no more than one week in excess of their vacation entitlement for that year without approval from the Chair. Notwithstanding the foregoing, the Executive shall receive no less vacation each year than is required under the *Employment Standards Act, 2000*.

**4.06 Expenses.** The Executive shall be reimbursed for all reasonable business expenses actually and properly incurred by her in connection with her duties hereunder in accordance with the policies of the System. For all such expenses in respect of which the Executive seeks reimbursement, the Executive shall furnish to the System detailed statements satisfactory to the System evidencing the claimed expense, its amount and proof of payment, as and when required by the

System, in accordance with the System's expenses policy in effect from time to time. Expenses will be subject to review and approval in accordance with the provisions of the Broader Public Sector Expenses Directive and any other applicable laws or directives.

**4.07 Automobile Allowance.** The System agrees to provide an automobile allowance in the amount of \$2,000 per month to the Executive. The Executive shall be responsible, in all other respects for the costs of owning or leasing the automobile.

**4.08 Memberships.** The System supports, encourages and expects on-going professional development of the President and CEO. As part of the System's commitment to investing in the ongoing development of the President and CEO, the system agrees to pay membership dues actually incurred by the Executive for memberships necessary for or beneficial to the performance of her duties as President and CEO - maintenance of her certification of registration from College of Nurses of Ontario (CNO), College of Health Care Leaders (CCHL) and Institute of Corporate Directors (ICD), subject to the provisions of the Broader Public Sector Expenses Directive and any other applicable laws or directives.

**4.09 Unilateral Right to Amend.** For greater certainty and without limitation to the provisions of the relevant plans and policies, the Executive acknowledges and agrees that the System reserves the right in its sole discretion to unilaterally amend or terminate any Executive plan, program, arrangement or policy in which the Executive participates or may become eligible to participate without notice or compensation to the Executive including, without limitation, the Annual Incentive Payment, and Management Benefit Plans.

**4.10 Statutory Requirements.** The Executive's compensation, benefits, and any other remuneration are subject to and may be amended pursuant to all current and future applicable legislation and directives, including but not limited to the *Excellent Care for all Act, 2010*, the *Broader Public Sector Employee Compensation Act, 2014* and any directives or compensation frameworks established or created pursuant to those statutes and regulations. The Executive expressly agrees that any changes to her compensation, benefits and any other remuneration as a result of legislation, regulation, directive or other governmental action does not constitute a constructive dismissal.

## **SECTION 5 – TERMINATION AND RESIGNATION**

**5.01 Termination – General.** This Agreement and the Executive's employment may be terminated by the System at any time:

- (a) for Cause by the System, as provided for in Section 5.02 and 5.03;
- (b) without Cause by, as provided for in Section 5.04;

- (c) upon the Executive's Death, as provided for in Section 5.05; or
- (d) by the Executive, as provided for in Section 5.06.

**5.02 Termination for Cause.** The System may terminate the Executive's employment at any time for cause without notice, pay in lieu of notice or severance of any kind, subject only to any entitlements that may be required under the *Employment Standards Act, 2000*.

"Cause" means

- (a) wilful misconduct, disobedience or wilful neglect of duty that is not trivial and has not been condoned by the System, and/or,
- (b) the existence of cause for termination of employment at common law as determined by the law of the province of Ontario, including but not limited to fraud, theft, dishonesty, illegality, breach of statute or regulation, conflict of interest, or gross incompetence.

**5.03 Termination for Cause.** In the event of termination for Cause, the Executive shall receive the Accrued Amounts as defined within Appendix "A" and nothing further. For greater certainty, the System shall have no other obligations to the Executive, save and except for any obligations under the *Employment Standards Act, 2000*, and, for clarity, without limiting the foregoing, the Executive shall not be entitled to any Incentive Payment or pro rata Incentive Payment not already paid on or before the date the Executive ceases to perform services for the System.

**5.04 Termination without Cause.**

- (a) The System may terminate this Agreement without Cause at any time, for any reasons, by providing the Executive with the following:
  - (i) Any accrued but unpaid wages, as required by the *Employment Standards Act, 2000*;
  - (ii) The Executive shall receive, pay in lieu of notice in the form of Base Salary continuance, less any applicable deductions, in the amount of one month per year of service to a maximum of 18 months and a minimum of 12 months. These amounts are inclusive of the Executive's entitlement to termination pay and severance pay as prescribed by the *Employment Standards Act, 2000*;
  - (iii) The Executive shall receive amounts payable prior to the Termination Date in accordance with the Annual Incentive Plan as applicable. The Executive acknowledges and agrees that she shall not be entitled to receive any Incentive Payment or pro rata Incentive Payment under the Annual Incentive Plan which is payable after the Termination Date, even if such bonus is payable prior to the

expiry of the notice period specified in sub-paragraph 5.04(a)(ii) above. The Executive further acknowledges and agrees that she shall not be entitled to receive any compensation or damages whatsoever in lieu thereof, including in respect of any period of notice of termination under the common law or contract (e.g. wrongful dismissal damages);

(iv) The Executive shall, subject to and in accordance with the terms of the applicable Benefit Plan, receive health and dental coverage for the earlier of the period specified in sub-paragraph 5.04(a)(ii) or until the Executive obtains alternate employment. At no time shall the benefits be discontinued before the end of the period corresponding to the statutory notice period as required under the *Employment Standards Act, 2000*;

(v) The Executive shall receive short or long-term disability benefit and life insurance coverage only during the period corresponding to the statutory notice period as required under the *Employment Standards Act, 2000*;

(vi) The Executive shall participate in the HOOPP during the period specified in sub-paragraph 5.04(a)(ii) or until the Executive obtains alternate employment. At no time shall the Executive's participation in HOOPP be discontinued before the end of the period corresponding to the statutory notice period as required under the *Employment Standards Act, 2000*;

(vii) If, at the time of termination of employment, the Executive is in receipt of short-term disability or long-term disability benefits, the amount of such benefits received by the Executive during the period specified in sub-paragraph 5.04(a)(ii) shall be deducted from the amount of compensation in lieu of notice otherwise payable under this section. At no time, however, will the Executive receive less than her minimum entitlements under the *Employment Standards Act, 2000* by virtue of the application of this provision.

(c) **Reasonableness.** The Executive acknowledges and agrees that the payments and benefits described in Section 5.04 herein constitute reasonable compensation in lieu of notice of the termination of her employment, and are inclusive of any vacation pay, termination pay and severance pay that may be owing under the *Employment Standards Act, 2000*. Upon the System providing the Executive with such payments and benefits, the Executive shall not be entitled to any further notice, payment in lieu of notice, termination pay, severance pay, damages, costs or compensation in respect of her employment or the termination thereof, whether under statute, common law or contract.

**5.05 Death of Executive.** This Agreement shall automatically terminate if the Executive dies during the term of this Agreement. In that event, no compensation shall be owed by the System to the Executive or her estate other than the *Accrued Amounts*, if any, and any amounts that may be owing under the *Employment Standards Act, 2000*.

**5.06 Resignation by Executive.** The Executive shall be entitled to terminate this Agreement and her employment with the System, at any time and for whatever reason, upon providing three (3) months' written notice to the System. The System shall be entitled, in its sole discretion, to accept such resignation effective immediately and pay to the Executive the applicable salary and Incentive Payment during the three (3) month resignation notice period, in which case the System shall continue the Executive's benefits only as required under the *Employment Standards Act, 2000*. The System shall have no other obligations to the Executive and, except to the limited extent provided above, the Executive shall not be entitled to any Incentive Payment or pro rata Incentive Payment not already paid on or before the Termination Date.

**5.07 Disability.** In any of the following circumstances and subject to the provisions of the *Human Rights Code*, the Executive's employment shall be deemed to be frustrated at the discretion of the System, and in such event the System shall, notwithstanding any other provisions contained in this Agreement, have no obligation to make payments to the Executive for notice of termination or severance, other than the Accrued Amounts, if any, and any amounts that may be owing for notice of termination or severance pay under the *Employment Standards Act, 2000*:

(a) a majority of the Board determine that the Executive has been unable, due to illness, disease, mental or physical disability or similar cause, to fulfil her obligations as an executive or officer or director of the System either: (i) for any consecutive 12-month period; or (ii) for any period of 16 months (whether or not consecutive) in any consecutive 24-month period; or

(b) a court of competent jurisdiction has declared the Executive to be mentally incompetent or incapable of managing her affairs.

**5.08 Return of Property.** Upon any termination of this Agreement for any reason, the Executive must at once deliver or cause to be delivered to the System all data, equipment (including but not limited to computer, telephone and mobile/smartphone/tablet computer), credit cards, records, reports, drives, manuals, literature, books, documents, effects, money, security or any other property belonging to the System or for which the System is liable to others, which are in the possession, charge, control or custody of the Executive.

## **SECTION 6 – CONFIDENTIALITY**

**6.01** As a consequence of her employment with the System, the Executive shall have access to Confidential Information. "Confidential Information" includes, without limitation, any information about an identifiable individual, as well as any research, business, financial, technical or other information that is not readily

available to the public nor a matter of public record. The Executive will strictly observe the right to privacy and confidentiality of any System patient and any System employee. The Executive will comply with all relevant requirements, including but not limited to the *Public Systems Act* and the *Personal Health Information Protection Act*, and any other applicable legislation and regulations thereunder with respect to the confidentiality of medical records.

**6.02** The Executive acknowledges that she is provided access to Confidential Information for the sole purpose of performing her duties and responsibilities as an Executive of the System, and any other use is strictly prohibited. Furthermore, the Executive agrees that she shall not use, disclose or make available to any person any Confidential Information obtained by her in the course of her employment, except as is necessary for the performance of her duties and responsibilities as an Executive of the System.

**6.03** The Executive agrees that she shall take all reasonable measures to protect the Confidential Information, including appropriate physical and operational safeguards. In the event that Confidential Information is lost, stolen or otherwise compromised, the Executive must immediately report such loss or theft or compromise to the Board of Directors of the System.

**6.04** At the end of the Executive's employment with the System, the Executive shall be required to return all Confidential Information to the System, including any devices or other equipment upon which Confidential Information has been stored.

**6.05** The Executive agrees and understands that any disclosure or use by her of any Confidential Information, other than the terms contemplated herein, shall cause irreparable harm and damage to the System. The Executive hereby has notice that the System may, at its option, pursue any and all remedies in law or in equity to which it may be entitled.

**6.06** This Section 6 shall survive any termination of this Agreement or the Executive's employment hereunder.

## **SECTION 7 – GENERAL**

**7.01 Deductions Required By Law.** All amounts paid under this Agreement shall be paid in the lawful currency of Canada less applicable withholdings.

**7.02 Entire Agreement.** This Agreement is the entire agreement between the parties and replaces all prior agreements or understandings. There is no term, condition, warranty or representation, collateral or otherwise, that may govern the employment relationship, other than those contained in this Agreement. Any modifications or amendments to this Agreement shall be made in writing and



signed by both parties. For greater certainty, the parties agree that Appendix "A" forms part of this Agreement.

**7.03 Independent Legal Advice.** The Executive acknowledges that she has read and understood this Agreement, and has been given an opportunity to seek independent legal advice with respect to its terms.

**7.04 No Inducement.** The Executive represents and warrants to the System that she has not been enticed or otherwise induced by the System to leave otherwise secure employment elsewhere to accept employment under this Agreement.

**7.05 Prior Employment.** The Executive agrees that the System shall not give the Executive any recognition of prior service with any prior employer.

**7.06 Severability.** If any section, subsection, paragraph or sub-paragraph of this Agreement is found to be void or unenforceable in any legal proceeding, said provision shall be deemed to be severed from the remainder of this Agreement for the purposes only of the particular proceeding. The Agreement shall, in all other respects, continue in full force and effect.

**7.07 No Waiver.** No failure to exercise and no delay in exercising any right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy. No waiver of any right or remedy under this Agreement nor any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent reliance upon such right or remedy nor a waiver of any subsequent breach of that provision or of any similar provision.

**7.08 Minimum Standards Legislation.** For greater certainty, should any provision of this Agreement provide entitlements to the Executive that are less than her entitlements under the *Employment Standards Act, 2000*, the entitlements under the *Employment Standards Act, 2000* shall prevail.

**7.09 Successor and Assigns.** This Agreement shall be binding upon the Executive and the Executive's respective heirs, executor(s), successors and assigns.

**7.10 Survival.** Upon the termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such termination to the extent necessary to carry out the intentions of the parties under this Agreement including, without limitation, Sections 2.05, Section 6, Section 7 and Section 8.

**7.11 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.

**7.12 Headings in Agreement.** The headings in this Agreement are solely for convenience of reference and shall not affect its interpretation.

**7.13 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

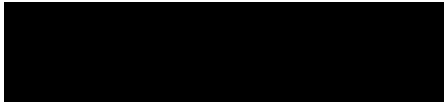
**7.14 Notices.** Any demand, notice or other communication to be given in connection with this Agreement shall be

To the Executive: by personal delivery or by registered mail to her residence at: 121 Inglewood Drive, Toronto, Ontario, M4T 1H6.

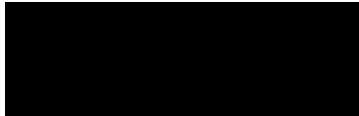
To the System: by personal delivery to the Chair or at a meeting of the Governance Committee.

IN WITNESS WHEREOF this Agreement has been signed by the parties hereto on the dates set out below:

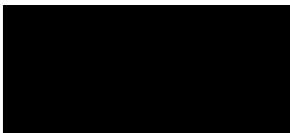
Dated at Toronto, Ontario this 11<sup>th</sup> day of March, 2022.



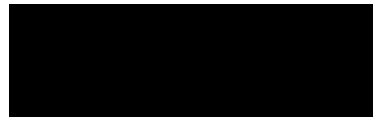
Dr. Anne Anderson  
Chair, Board of Directors  
St. Joseph's Health System



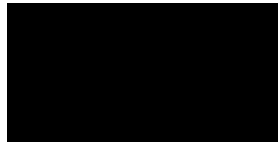
Roger Fulton  
Vice-Chair, Board of Directors  
St. Joseph's Health System



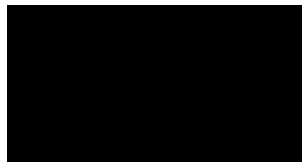
Elizabeth Buller



Witness



Witness



Witness

## APPENDIX "A"

### DEFINED TERMS

For the purpose of the Agreement, the following terms shall have their corresponding meaning:

**"Accrued Amounts"** means the sum of the following amounts, as applicable, as of the Executive's Termination Date:

- (a) accrued but unpaid Base Salary;
- (b) earned but unused vacation pay; and
- (c) reimbursement in accordance with Section 4.07 for unreimbursed business expenses properly incurred by the Executive.

**"Board"** means the board of directors of the System.

**"Cause"** means:

- (a) the existence of cause for termination of employment at common law as determined by the law of the province of Ontario, including but not limited to fraud, theft, dishonesty, illegality, breach of statute or regulation, conflict of interest, or gross incompetence; or
- (b) the Executive becomes insolvent and unable to pay her debts in full, or files an assignment in bankruptcy or is adjudicated a bankrupt; or
- (c) the Executive failing to meet any of the conditions precedent set out in Section 1.03, or
- (d) any misrepresentation by the Executive with respect to the matters set out in Section 3.05; or
- (e) the Executive has breached any other material obligation under this Agreement and has failed to rectify such breach within ten (10) days of provision of written notice to do so by the System.

**"Termination Date"** means:

- (a) in the case of termination of the Executive's employment on account of the Executive's death, the date of the Executive's death;

(b) in the case of termination by the System without Cause (whether such termination is lawful or unlawful), the later of (i) the last day worked by the Executive excluding any period of contractual or common law notice of termination, and (ii) the last day of the period during which the Executive is entitled to notice of termination (or termination pay in lieu of notice) under the Employment Standards Act, 2000;

(c) in the case of termination by the System for Cause, the date on which the Executive receives written notice from the System setting out the basis for her termination for Cause; and

(d) in the case of the resignation or retirement by the Executive, the last day worked by the Executive.

## **APPENDIX “B”**

### **President and Chief Employee Officer**

President and Chief Executive Officer, St. Joseph's Health System (SJHS) which includes;

St. Joseph's Lifecare Centre (Brantford),  
St. Mary's General System (Kitchener),  
St. Joseph's Health Centre (Guelph),  
St. Joseph's Villa (Dundas),  
St. Joseph's Home Care (Hamilton),  
St. Joseph's Healthcare Hamilton (Hamilton),  
International Outreach Program.

#### **REPORTING RELATIONSHIP** SJHS Board of Directors

**POSITION SUMMARY** As the senior officer of SJHS, the incumbent is responsible for all strategic and operational management, and ensuring positions, processes and outcomes are aligned with the Mission, Vision and Values of SJHS. Central to the role is the evolution of the culture of SJHS to be the leader in Catholic Health Care in Canada. In leading the Senior Team, the incumbent is responsible for succession planning and team development throughout SJHS.

#### **KEY RESPONSIBILITIES**

##### *Mission Integration*

1. Build culture consistent with values and the System principles of Catholic Health Care, including excellence in spiritual care and programs/services focused on the poor and marginalized;
2. Develop an orientation and continuing education program to address the requirements for management and staff development including an appreciation and understanding of SJHS mission and values and key principles of effective faith based stewardship in the context of Catholic Health Care;
3. Ensure compliance with the Catholic Health Alliance of Canada (CHAC) Health Ethics Guide throughout the organization;
4. Develop an effective branding and marketing strategy emphasizing leadership in value-based care across the health care continuum of programs and services in the tradition of the Sisters of St. Joseph of Hamilton;

5. Ensure that programs, services, activities, and methods of operation are in keeping with SJHS mission, vision and values;
6. Be seen as a visible and passionate advocate for SJHS, the value added contribution of Catholic Health Care and the legacy of the Sisters of St. Joseph of Hamilton to both internal and external stakeholders.

### Strategic

1. Set and effectively implement vision and strategy consistent with the mission and values of SJHS and the legacy of the Sisters of St. Joseph of Hamilton;
2. Develop an implementation strategy, work plan, and evaluation framework for management-related recommendations for the on-going development and management of the SJHS strategic planning process. Work with the Board and Governance Committee to support and develop new processes which further the integration of the System and its members.
3. Establish an academic culture, with focus on education and research throughout the health care continuum-home care, long term care, complex care, acute care, mental health and community-based programs;
4. Work with the St. Joseph's Health System, Systems/CEO Group to ensure that the strategic vision of Institutions are aligned with SJHS;
5. Ensure that all programs and services including home care, long term care, complex care, rehabilitation, acute care, mental health, community-based programs and international outreach are integrated into a comprehensive strategic planning process with measurable indicators of success
6. Establish a comprehensive succession planning program for Employee and management positions in SJHS;
7. Initiate, maintain, and coordinate short, medium and long range strategic planning at all levels in the organization.

### Stewardship

Maintain excellent relations and a shared vision with key partners both locally and internationally including federal, provincial and municipal levels of government, the Ontario Ministry of Health and Long Term Care, Local Health Integration Networks, health care organizations, universities and community colleges

1. Maintain excellent relations and a shared vision with key partners both locally and internationally including federal, provincial and municipal levels of government, the Ontario Ministry of Health and Long Term Care, Local Health Integration Networks, health care organizations,

universities and community colleges.

2. Recommend appropriate SJHS governance policies and procedures to ensure that all fiduciary responsibilities are met;
3. Ensure that all member organizations comply with SJHS bylaws, policies and procedures as well as requirements of the PJP- Diocese of Hamilton.
4. Provide the Board of Directors and member Boards of Trustees with timely, accurate and adequate information for the formulation of policies, setting of goals and objectives and consideration of financial proposals;
5. Act as Secretary of the SJHS Board of Directors and the standing and ad hoc committees of the Board;
6. Ensure that the decisions of the Board of Directors are carried out by the member organizations;
7. Keep the Chair of the Board of Directors and Chairs of member Boards abreast of relevant developments affecting SJHS;
8. Act as a liaison and resource to member institutions to facilitate integration, service, growth and development.
9. Ensure principled and sound management, systems and procedures are established and maintained for effective decision making and communications thereby, maximizing patient/resident/client welfare as well as the efficient and effective utilization of physical, financial and human resources.
10. Ensure that decisions, policies and practices formulated by SJHS personnel conform to federal, provincial, municipal government regulations comply with all regulatory agencies, and to Board policies and Board approved procedures;
11. Select, evaluate, counsel and develop staff who directly report to position;
12. Ensure that adequate physical, financial and human resources are available to Departments in SJHS;
13. Direct the production of the annual operating plans and budgets, capital equipment budgets, and, where applicable, advises the Board of Directors in a timely and adequate fashion if the rate of actual expenditures in either or both budgets is in excess of that

budgeted, along with the reasons for over-expenditure. Furthermore, advises the Boards of Directors as to the steps that will be taken to remedy these over-expenditures;

14. Together with the Board Chair acts as the official representative and chief spokesperson for SJHS;
15. Ensure that high quality of care and patient safety is practiced throughout SJHS;
16. Provide ongoing liaison between SJHS member organizations, and the Public Juridic Person of the Diocese of Hamilton.
17. Stay abreast of developments in the health care field through professional affiliations, continuing education, and involvement with relevant health care associations;
18. Carry out all other duties and responsibilities of the position, as dictated by legislation, regulations and/or deemed appropriate by the Boards of Directors.

#### **QUALIFICATIONS AND EXPERIENCE**

- At a minimum, a Master's Degree in Business Administration / Health Care Administration or a related discipline is required. Equivalent combinations of education and experience will be considered;
- An affinity for and commitment to the culture and ethos of Catholic healthcare;
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- A progressive track record preferably established in integrated health leadership, ideally encompassing a robust and comprehensive spectrum of health services, replete with a dossier of demonstrated achievements, accompanied by an impeccable reputation;
- 10 years plus of relevant progressive experience ideally acquired in a senior level in an integrated health system;
- Experienced in change management, with a track record of innovation and creativity in a challenging and complex environment;
- A demonstrated affinity for and understanding of academic health care delivery systems;
- Operating accountability for a very complex, multi-million dollar service delivery organization;
- Experience working with Boards and senior government officials;



- A positive working relationship with and intimate understanding of the Ministry of Health & Long-Term Care, and/or other equivalent provincial bodies;
- Fiscally responsible and operationally astute, with the ability to quickly improve cost effectiveness and service coordination;
- Demonstrated experience with, and affinity for, fundraising and working effectively with Systems or equivalent;
- Organizational capacity-building experience, acquired in organizations with sophisticated componentry against a backdrop of publicly-responsive and accountable governance; and
- Outstanding government relations skills, accompanied by proven ability to champion one's organization effectively with all stakeholders.

#### **COMPETENCIES AND ATTRIBUTES**

- Principled, versatile and assured leadership, that inspires and motivates all within the organization and instills confidence in the public at large;
- Presence, reinforced by intellectual agility, empathy, emotional intelligence and self-awareness;
- Leadership qualities, of such consistency and resilience, to inspire and motivate staff;
- Strong collaborative instincts and predisposition to integrated health care leadership;
- Critical thinking skills to prioritize and enable decision-making;
- A leader with good networks of contacts among service providers; very well versed in both community and government relations;
- Recognition of and appreciation for the innate talent embedded within the organization, and a commitment to leverage that talent to its full potential in support of the organization's aspirations;
- Relentless focus on a high quality patient experience, informing operational decision-making;
- Finesse in establishing and sustaining relationships within and outside

the organization;

- Financial acumen and a performance metrics orientation;
- Superlative influencing, negotiation and facilitation skills;
- An ability to foster stability yet encourage innovation and continuous improvement in a dynamic and fluid environment;
- Consummate communications skills, with an innate ability to respectfully and thoughtfully gather information from others;
- Excellent interpersonal skills in negotiation, conflict resolution, and consensus building; an individual who is accessible to all levels of the organization, understands and operates with a participative/consultative style strongly tempered with a sense of urgency and bias for action; and
- A coaching/mentoring orientation, with an innate ability to get the best out of people.