

The ADDENDUM shall be effective 01 April 2016 to 31 March 2017 and is an Addendum to the Executive Employment Contract which was effective 17 February 2012 and the Addendum to the Employment Contract which was effective 01 October 2013

BETWEEN:

KINGSTON GENERAL HOSPITAL (the Employer)
(Herein referred to as the "Hospital")

-and-

DR. DAVID ZELT (the Employee)
(Chief of Staff and Executive Vice President of Medical Administration, herein referred to as the "COS&EVPMedical")

Section 5.2 of the Executive Employment contract shall be modified as follows with the text in bold italics added and the text containing a strikethrough deleted:

Section 5.2 The COS&EVPMedical shall receive the following integrated annual salary and performance pay, less applicable deductions:

Effective	Annual Salary	Annual Performance Pay
28 March 2014 01 April 2016	\$296,200	up to 15% \$52,271.25

This addendum shall be effective 01 April 2016 to 31 March 2017.

The original Executive Employment Contract and associated addendum is attached and made a part of this document.

IN WITNESS WHEREOF the parties hereto have cause this agreement to be executed:

KINGSTON GENERAL HOSPITAL (The Employer)

Per: 

Jim Flett, Interim President and Chief Executive Officer

I have read, understand and accept the terms and conditions of this Addendum to be effective 01 April 2016.

SIGNED, SEALED AND DELIVERED in the Presence of:

Witness:

Print:

Dr. David Zelt (The Employee)

Signature:

Date:

COPY

The ADDENDUM shall be effective on 01 October, 2013 and is an Addendum to the Executive Employment Contract which was effective 17 of February, 2012

BETWEEN:

KINGSTON GENERAL HOSPITAL (the Employer)
(Herein referred to as the "Hospital")

-and-

DR. DAVID ZELT (the Employee)
(Chief of Staff and Executive Vice President, herein referred to as the "COS&EVP")

Pursuant to Section 4.2 "The Termination Date may be changed by mutual written agreement of the parties, not later than the last six (6) months of the automatic expiry of this Agreement", the following item has been amended and agreed to between the parties:

Section 4.1 of the Executive Employment Contract shall be modified as follows with the text in bold italics and the text containing a strikethrough deleted:

Section 4.1 The parties acknowledge and agree that the COS&EVP commenced employment with the Hospital on 22 May, 2009 and that the term of his employment automatically expires on 22 May, 2014 ~~2019~~ (the "Termination Date") unless changed pursuant to s. 4.2 or terminated pursuant to sections 4.5, 4.6, 4.7 or 4.8 of the within Agreement.

The original Executive Employment Contract is attached and is made a part of this document.

IN WITNESS WHEREOF the parties hereto have cause this agreement to be executed:

KINGSTON GENERAL HOSPITAL (The Employer)

Per: 

Leslee J. Thompson, President Chief Executive Officer

I have read, understand and accept the terms and conditions of this Addendum to be effective 01 October, 2013.

SIGNED, SEALED AND DELIVERED in the Presence of:

Witness: 

Print: FEB 13/14

Dr. David Zelt (The Employee)

Signature: 

Date: FEB 13/14

This agreement is made effective the 17 of February, 2012.

B E T W E E N:

KINGSTON GENERAL HOSPITAL
(Herein referred to as the "Hospital")

-and-

DR. DAVID ZELT
(Chief of Staff and Vice President of Medical Administration, herein referred to as the
"COS&VPMedical")

WHEREAS the Hospital is a corporation without share capital duly incorporated under the laws of the Province of Ontario, having its head office, in the City of Kingston, in the Province of Ontario;

WHEREAS the parties entered into a contract of employment dated 28 May, 2009 setting out certain terms and conditions of the integrated roles of COS&VPMedical's employment relationship with the Hospital which the parties wish to continue as amended herein;

WHEREAS the parties to the within agreement are committed to protecting the interests of taxpayers and strengthening the accountability of the Hospital as an organization in receipt of public funds;

WHEREAS the parties are aware and adhere to the requirements under the Broader Public Sector Accountability Act, 2010 and in particular to ensure that public funds are used prudently and responsibly;

WHEREAS parties are aware and adhere to the requirements under the Excellent Care for All Act, 2010 and in particular to ensure that an annual quality improvement plan is established and that a portion of the executive pay is linked to the plan;

WHEREAS paragraph 3.1 of the contract of employment dated 28 May, 2009 provides that any modifications must be confirmed in writing by the parties;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements hereinafter contained, and for other good and valuable consideration the sufficiency of which is hereby acknowledged by the parties hereto, it is agreed by and between the parties as follows:

Executive Employment Contract
 Dr. David Zelt, Chief of Staff & Vice President Medical Administration
 Kingston General Hospital

Position and Duties

- 1.1 The COS&VPMedical will be employed in the position of Chief of Staff (COS) reporting to the Board of Directors and the Vice President of Medical Administration reporting to the CEO and shall provide the services as set forth in the duties of the Chief of Staff and VP Medical Administration positions, which is an integrated medical leadership role approved by the Hospital in March 2009. Responsibilities of the COS are clearly delineated in the Hospital's By-Law, a copy of which is attached as Schedule "A" to this agreement and the said job description for VPMedical.
- 1.2 The COS&VPMedical acknowledges that the COS&VPMedical's duties may be unilaterally revised by the Hospital's Board of Directors for the COS role, or the CEO for the VPMedical role, in writing, from time to time.
- 1.3 In addition to the By-Law and said job description the COS&VPMedical will abide by the Hospital's mission, guiding principles, policies, practices, procedures, rules and regulations, applicable statutes and regulations, guidelines and directions from the Board and CEO as may be amended from time to time.

Professional Responsibilities

- 2.1 The COS&VPMedical is accountable to the Hospital's Board of Directors and the CEO for professional obligations. The performance of these obligations will be reviewed by the Board of Directors and the CEO on an annual basis, in accordance with the applicable By-Law and policies.
- 2.2 The COS&VPMedical will devote the equivalent of 4 days a week of working time and attention to his duties. The Hospital acknowledges and supports that the COS&VPMedical shall be entitled to practice medicine consistent with the discharge of his duties pursuant to the Agreement. It is understood that any material changes outside of these parameters would be discussed and agreed to by both parties.
- 2.3 The COS&VPMedical agrees to avoid any external commitments that may interfere with his obligations to the Hospital or that constitute a potential, perceived or real conflict of interest, in accordance with Hospital policy.

Representations and Warranties

- 3.1 The COS&VPMedical warrants that he will and can carry out all contractual obligations pursuant to this Agreement and his employment in a diligent fashion and with a high degree of professional competence. There is a dual accountability for all contractual and employment obligations with this position. For the Chief of Staff component of the integrated position, Dr. Zelt is accountable directly to the Board of Directors, and for the Vice President of Medical Administration, he is accountable to the President and CEO.
- 3.2 All representations, warranties, covenants and limitations of liability in this contract shall continue in force after the termination of this contract.

Executive Employment Contract
 Dr. David Zelt, Chief of Staff & Vice President Medical Administration
 Kingston General Hospital

Term of the Agreement

- 4.1 The parties acknowledge and agree that the COS&VPMedical commenced employment with the Hospital on 22 May 2, 2009, and that the term of his employment automatically expires on 22 May, 2014 (the "Termination Date") unless changed pursuant to s. 4.2 or terminated pursuant to sections 4.5, 4.6, 4.7 or 4.8 of the within Agreement.
- 4.2 The Termination Date may be changed by mutual written agreement of the parties, not later than the last six (6) months of the automatic expiry of this Agreement.
- 4.3 If the parties have not agreed in writing to an extension within six (6) months prior to the termination date, they are each entitled to consider that this Agreement will end on the Termination Date and act accordingly.
- 4.4 Nothing in sections 4.2 or 4.3 precludes or restricts either party from using its respective termination rights as described herein. That is, either party is free to rely upon the termination provisions of this agreement at any time prior to the Termination Date or any extension period.
- 4.5 The Hospital may terminate the COS&VPMedical employment for cause, without notice or pay in lieu of notice.
- 4.6 The Hospital may terminate this Agreement and the COS&VPMedical employment at any time in the absence of cause, by providing twelve (12) months' notice, pay-in-lieu of notice or any combination thereof totaling twelve (12) months. The notice or pay-in-lieu of notice shall be in full and final satisfaction of all amounts owed by the Hospital to the COS&VPMedical. It is agreed that any pay-in-lieu of notice shall be limited to the annual salary and performance pay percentage in effect at the date upon which the notice of termination is given by the Hospital to the COS&VPMedical.
- 4.7 The CEO shall provide no less than six (6) months' written notice to the Board of Directors and the CEO of his intent to terminate this agreement either through resignation, retirement or other departure from employment.
- 4.8 The notice of termination of this Agreement by the Hospital pursuant to the terms of this Agreement shall be given in writing by personal delivery or by ordinary prepaid mail addressed as follows:

To the COS&VPMedical: Dr. David Zelt
 [REDACTED] in the Province on Ontario

Remuneration, Vacation and Benefits

- 5.1 The COS/VPMedical's compensation plan was changed as a result of the Excellent Care for All Act, 2010 (ECFAA) on April 1, 2011, whereby a portion of the COS salary was required to be put aside for pay at risk tied to the annual Quality Improvement Plan. The previous contract enabled performance pay for the VPMedical component of the integrated role only. ECFAA required that a portion of the COS salary be aligned to the Quality Improvement Plan as pay for performance.

Executive Employment Contract
 Dr. David Zelt, Chief of Staff & Vice President Medical Administration
 Kingston General Hospital

- 5.2 The COS&VPMedical shall receive the following integrated annual salary and performance pay, less applicable deductions:

Effective	Annual Salary	Maximum Annual Performance (as a percentage of annual salary)
28 March 2011	\$296,200	up to 15%

- 5.2 The Annual Performance Pay is contingent on the Hospital's Board of Directors' and the CEO's assessment and evaluation of the COS&VPMedical's performance and whether the performance agreement as established in article 5.4, have been successfully met in the Board's and CEO's sole discretion. This assessment and evaluation shall be conducted consistent with any applicable policy or procedure which may be established or amended from time to time.
- 5.3 The hospital will review the base salary of the COS&VPMedical in April in each year. This will be conducted and adjustments made consistent with applicable policies or legislation. Review of total compensation, including performance pay, will be conducted every three years and in accordance with applicable policy or legislation.
- 5.4 The Hospital's Board of Directors and the CEO with the COS&VPMedical shall jointly develop an annual performance agreement which includes goals, milestones and targets for the fiscal year by which the COS&VPMedical will be measured when evaluated. Performance pay is allocated according to board and hospital policies and the actual results achieved against pre-established targets, at the end of the fiscal year once all the year-end financial, clinical and business performance data is available.
- 5.5 It is understood by the parties that the COS&VPMedical receives benefits, including vacation through his clinical department and therefore the Hospital, has no obligations to the COS&VPMedical. Should the situation with the clinical department change, the Hospital agrees to re-evaluate the provision of benefits and vacation.
- 5.6 It is agreed that the COS&VPMedical will participate in the Hospitals' of Ontario Pension Plan (HOOPP) and pay applicable employee deductions and other programs as outlined in Schedule "B".
- 5.7 The Hospital shall reimburse the COS&VPMedical for kilometers driven outside of the Kingston regional area while actively carrying out his job duties, pursuant to the Hospital's travel policy and at the applicable per kilometer rate established by the Hospital from time to time.

Hospital's Property

- 6.1 The COS&VPMedical acknowledges that all items of any and every nature or kind created or used by the COS&VPMedical pursuant to the COS&VPMedical's engagement under this Agreement or furnished by the Hospital to the COS&VPMedical, and all equipment, books, records, reports, files, 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 Hospital in good condition, promptly on the date he ceases for any reason to be an employee of the Hospital irrespective of the time, manner or cause of the release from employment.

Executive Employment Contract
 Dr. David Zelt, Chief of Staff & Vice President Medical Administration
 Kingston General Hospital

- 6.2 Without limiting the generality of the foregoing, the COS&VPMedical further covenants and agrees with the Hospital that all documents, including, without limitation, instructions, drawings, notes, memoranda, drawings, blueprints, manuals, letters, notes, notebooks, reports, sketches, formula, records, files, computer programs, data, inventions, patents and other property relating to the Hospital made or conceived by him during the term hereof of which may come into his possession during hereof in his capacity as an employee hereunder are the sole and exclusive property of the Hospital and will not without the prior written consent of the Hospital be removed from the offices of the Hospital (except to the extent necessary in carrying out the COS&VPMedical's duties hereunder) and shall, in any event, be returned to the Hospital upon the COS&VPMedical ceasing for any reason to be an employee of the Hospital.

Conflict of Interest

- 7.1 It is understood and agreed that a conflict of interest or the perception of one does not necessarily involve monetary gain, but may arise in a variety of ways. The COS&VPMedical shall be responsible for recognizing and avoiding all circumstances that may give rise to actual or perceived conflict of interest situations. The parties agree that in addition to the COS&VPMedical being responsible for recognizing and avoiding all circumstances that may give rise to actual or perceived conflict of interest situations; he shall disclose any such actual or perceived conflicts of interest to the Chair of the Hospital's Board of Directors and the CEO at the earliest possible opportunity upon discovering same.
- 7.2 The COS&VPMedical shall not, during the term of the Contract, under any circumstances, either directly or indirectly, engage in any other occupation, business or entity, or have any interest in same, without the prior written consent of the Hospital's Board of Directors and the CEO in accordance with Hospital policy for such matters.

Confidentiality

- 8.1 The COS&VPMedical acknowledges that he is in a fiduciary relationship and position of trust with the Hospital. In the performance of this Agreement, confidential information relating to the Hospital, its patients and the services it provides may be disclosed or become known to the COS&VPMedical. The COS&VPMedical acknowledges that the disclosure of confidential information other than as necessary in the fulfillment of the COS&VPMedical's employment duties on behalf of the Hospital, or compliance with any applicable statute or regulation or as compelled by a court of law or other judicial or administrative body, would be detrimental to the legitimate interests of the Hospital. The COS&VPMedical undertakes and agrees that no such confidential information shall be divulged in any form, nor used directly or indirectly for the COS&VPMedical's own purposes or for the purposes of any person, corporation, firm, association or thing other than the Hospital, without the Hospital's prior consent, except as may be necessary in the proper discharge of his responsibilities under this Agreement.

Executive Employment Contract
 Dr. David Zelt, Chief of Staff & Vice President Medical Administration
 Kingston General Hospital

Assignment of the Agreement

- 9.1 Neither party may assign this Agreement without the express written consent of the other party.

Severability

- 10.1 The Hospital and the COS&VPMedical agree that if any of the provisions or a part of a provision of this Agreement are deemed illegal and unenforceable, such provisions shall be considered separate and severable from this Agreement, and the remaining provisions or part of a provision of the Agreement shall continue in force, and be binding upon the parties as though such provision or part of a provision had never been included.

Entire Agreement

- 11.1 This agreement constitutes the entire agreement between the COS&VPMedical and the Hospital concerning the COS&VPMedical's employment relationship with the Hospital. It supersedes any and all other agreements or contracts, whether verbal or written, between the parties. The COS&VPMedical further acknowledges that there are no other agreements, understandings, representations, promises or warranties, either collateral, oral or otherwise made to him apart from the obligations of the Hospital expressly set out in this Agreement. More specifically, this Agreement replaces the Agreement dated 28 May, 2009 in its entirety.

Legal Authority

- 12.1 The Hospital represents and warrants that:
- (a) it has the authority to enter into this Agreement;
 - (b) all necessary steps have been taken by the Hospital to properly authorize the execution and performance of the terms of this Agreement; and
 - (c) when this Agreement has been executed by the parties signing below, this Agreement shall be a legal, valid and binding Agreement, enforceable against the Hospital in accordance with the terms.

General

- 13.1 This agreement will be reviewed on an annual basis to identify revisions required as part of legislative or other changes and any agreement will have to be agreed to by both parties.
- 13.2 This agreement may be amended at any time by mutual agreement of the parties in writing.
- 13.3 Any disputes as to the validity, interpretation, performance of this Agreement shall be determined in accordance with the law and by the Courts of the Province of Ontario.


Executive Employment Contract
 Dr. David Zelt, Chief of Staff & Vice President Medical Administration
 Kingston General Hospital

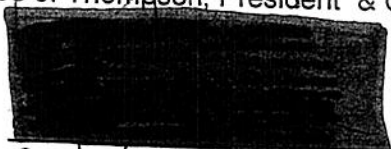
Independent Legal Advice

14.1 The COS&VP Medical acknowledges and agrees that this Agreement was negotiated freely and voluntarily and that the opportunity to seek independent legal advice was offered by the Hospital with respect to this Agreement and its terms, prior to executing same.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed:

KINGSTON GENERAL HOSPITAL


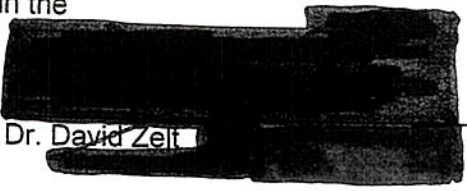
Per: 
 Leslee J. Thompson, President & Chief Executive Officer

Per: 
 Chris Cunningham, Chair, Board of Directors

I have read, understand and accept the terms and conditions of this Agreement dated this 17 day of February, 2012.

SIGNED, SEALED AND DELIVERED in the
 Presence of:

Witness

)
)
 Dr. David Zelt

RHONDA ABSON
 Name of Witness

EXCERPT OF THE KGH BYLAWS APPROVED FEBRUARY 2009

ARTICLE 5 CHIEF EXECUTIVE OFFICER & CHIEF OF STAFF

5.01 Chief Executive Officer & Chief of Staff

- (a) The Chief Executive Officer and Chief of Staff shall be appointed by the Board of Directors in accordance with its approved selection and engagement process.
- (b) The Board of Directors by resolution may at any time revoke or suspend the appointment of the Chief Executive Officer and the Chief of Staff.

5.03 Duties of the Chief of Staff

- (a) The Chief of Staff is accountable to the Board of Directors.
- (b) The duties of the Chief of Staff are outlined in section 0 of the By-Law.

ARTICLE 23 CHIEF OF STAFF

23.05 Responsibilities and Duties of Chief of Staff

- (a) The Chief of Staff is accountable to the Board for two major responsibilities:
 - (i) supervising and overseeing, through and with the Medical Advisory Committee, the quality of clinical care provided by the Professional Staff to all patients in the Hospital; and
 - (ii) chairing the Medical Advisory Committee Executive Committee and the Medical Advisory Committee. In chairing, it is also the responsibility of the Chief of Staff to report regularly to the Board on the work and recommendations of the Medical Advisory Committee and its component parts and subcommittees, and similarly to the Medical Advisory Committee, and its component parts and subcommittees, on the decisions and Policies of the Board.
- (b) In addition, the Chief of Staff has the following other specific duties:
 - (i) The Chief of Staff will be a member of the Board and such Committees of the Board as provided in the By-Law, and such other Committees as determined by the Board from time to time.
 - (ii) The Chief of Staff will participate in the management and operations of the Hospital as a member of the Senior Management Committee, in support of the Chief Executive Officer. As a member of the Senior Management Committee, it is also the responsibility of the Chief of Staff

to report regularly to the Senior Management Committee on issues raised by the Medical Advisory Committee and Departments, and similarly to the Medical Advisory Committee and Departments on the decisions made by the Senior Management Committee.

- (iii) As Chair of the Medical Advisory Committee, the Chief of Staff will:
 - (A) organize, set priorities and supervise the agenda of the Medical Advisory Committee;
 - (B) ensure issues raised at the Medical Advisory Committee or to the Chief of Staff are directed to the appropriate Medical Advisory Committee Subcommittees;
 - (C) ensure, assist and develop appropriate communication between the Medical Advisory Committee and its Subcommittees and Hospital Committees and Departments and/or Programs and Heads of Department and/or Program Medical Directors and Program Operational Directors; and
 - (D) continuously monitor functioning of the Medical Advisory Committee, including recommending on and reporting to the Medical Advisory Committee on changes to the Medical Advisory Committee Subcommittee structures, functions, procedures and operations.
- (iv) Through and with the Heads of Departments, the Chief of Staff ensures adequate supervision of any member of the Medical Staff for any period of time when:
 - (A) a Physician, Dentist, Midwife or Extended Class Nurse begins practice at the Hospital or is performing a new procedure; and
 - (B) concerns arise about the quality of medical care, diagnosis and treatment or behaviours of a specific Physician, Dentist, Midwife or Extended Class Nurse.
- (v) Through and with the Heads of Departments, the Chief of Staff will supervise the medical care given to all inpatients and outpatients, by:
 - (A) ensuring the adequate review of appointments recommended by the Medical Advisory Committee to the Board;
 - (B) ensuring that quality assurance reporting, accountability and assessment structures exist and operate so as to identify individual problems with patient care;
 - (C) consulting and acting with Heads of Departments on any issue of individual patient care and patient and workplace safety; and

- (D) investigating and acting, as appropriate, in consultation with the Heads of Departments and Hospital Management, on complaints involving Medical Staff.
- (vi) The Chief of Staff will investigate and act, as appropriate, on matters of patient care, patient and workplace safety, academic responsibilities or conflicts with Hospital employees and Professional Staff. This duty includes implementing procedures to monitor and ensure Professional Staff compliance with the By-Law, Rules and Regulations and procedures.
- (vii) Through the Head of a Department, the Chief of Staff, when necessary, assumes or assigns to any other member of the Medical Staff responsibility for the direct care and treatment of any patient of the Hospital under the authority of the *Public Hospitals Act*, and notifies the responsible Medical Staff member, Chief Executive Officer (or delegate), and, if possible, the patient of this reassignment of care.
- (viii) The Chief of Staff will collaborate with the Heads of Departments and the Program Medical Director in the development, periodic review and revision of departmental Health Human Resources Plans and clinical utilization management review activities.
- (ix) The Chief of Staff, working through Heads of Departments and the Program Medical Directors, will encourage participation of Medical Staff in continuing education and professional development.
- (x) As described in section 20.04 of this By-Law, the Chief of Staff will carry out the performance evaluation of all Heads of Departments.
- (xi) As Medical Liaison, the Chief of Staff will as appropriate:
 - (A) Represent and advance the interests of the Faculty of Health Sciences in its relations with affiliated and partner health institutions;
 - (B) Play a lead role in achieving the regional goals of the Faculty of Health Sciences in academic and clinical endeavours;
 - (C) Represent academic interests in the course of advancing Hospital restructuring;
 - (D) Liaise with the Vice Dean - Clinical to ensure that Departmental staffing plans include defined job definitions of members and an associated annual report system;
 - (E) Liaise with Associate Deans and VP Research Development to facilitate and enable medical education (undergraduate, postgraduate and continuing medical education) and research;

- (F) Represent the Hospital on the Liaison Committee with respect to any matters concerning the implementation of the Affiliation Agreement and relations between the Hospital and the University; and
 - (G) Liaise in matters pertaining to physician human resources in the Academic Health Sciences Centre.
- (xii) The Chief of Staff will designate a member of the Regular Attending Staff to act as an alternate during an absence or disability of the Chief of Staff in consultation with the Chief Executive Officer.

Executive Benefits

Chief of Staff and VP of Medical Administration

BENEFIT	EFFECTIVE DATE	COST (FUNDING OF BENEFIT)	PARTICIPATION	COMMENTS
WORKERS SAFETY & INSURANCE (WSIB)	Immediate.	Employer pays 100% of premiums to the Board.	All employees according to WSIB regulations and policies.	If approved by WSIB for benefits, employee will receive 85% of regular average earnings (net of statutory deductions - Tax, CPP, EI) (up to WSIB maximum).
CANADA PENSION PLAN (CPP)	Immediate.	Employee pays percentage of annual earnings. Employer matches this.	All employees between the ages of 18 - 65.	This is a federal pension plan. Available at age 65 (may apply for reduced pension at age 60). Disability pension available.
EMPLOYMENT INSURANCE (EI)	As specified in EI guidelines and policies.	Employee pays percentage of basic pay. Employer pays percentage based on employee's basic pay.	All employees.	Provides income protection for layoff and illness. Also provides maternity and parental benefits.
HEALTHCARE OF ONTARIO PENSION PLAN (HOOPP)	Immediate.	Employee pays 6.9% of earnings which are less than, or equal to, current CPP ceiling; 9.2% of earnings in excess of above. Employer contributes an amount determined by the HOOPP Administrative Board	Compulsory for full-time employees. All other employees may join if they meet the eligibility requirements.	Normal retirement under HOOPP is 65. Retirement as early as 55 is possible, subject to a reduction in the accrued pension.

