

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made this 13th day of May 2009.

BETWEEN: **Grey Bruce Health Services**
(herein called the "Employer")

OF THE FIRST PART

- and -

Maureen Solecki
(herein called the "Employee")

OF THE SECOND PART

WHEREAS the Employer wishes to employ the Employee and the Employee wishes to be employed by the Employer in the capacity and upon the terms set forth in this agreement;

THEREFORE IN CONSIDERATION of the respective promises and covenants contained herein the parties agree as follows:

1. EMPLOYMENT AND TITLES

(a) Subject to the terms and conditions set out in this agreement, the Employer agrees to employ the Employee as its President and Chief Executive Officer, and the Employee agrees to work for the Employer in such capacity and to perform such duties and exercise such powers commensurate with her position as may be prescribed or specified from time to time by the Board of the Employer.

(b) During the term of this agreement, the Employee shall faithfully perform her assigned duties and apply her best efforts to promote the interests of the Employer.

2. EXCLUSIVE SERVICE

The Employee shall devote the whole of her working time and attention to the business and affairs of the Employer and to her responsibilities as President and Chief Executive Officer and shall not, without the written consent of the Employer, engage either directly or indirectly in any other business or occupation of a permanent, temporary or part time nature.

3. NON-DISCLOSURE

The Employee shall not (either during the continuance of her employment or any time thereafter) disclose any information relating to the private or confidential affairs of the Employer to any person other than for the purpose of the Employer.

4. TERM OF EMPLOYMENT

The term of employment hereunder shall be for an initial term of five (5) years (the "Initial Term") commencing on the 1st day of May, 2009 to and including the 30th day of April 2014. The term may be continued at the discretion of the Board for successive periods of one (1) year duration. Should the contract not be renewed the provisions in Section 16 (b) apply regarding termination pay.

5. NON-RENEWAL

In the event that the Employer gives written notice to the Employee as set forth in Section 4 hereof that this agreement is to expire at the end of the Initial Term or thereafter at the end of any successive period of one (1) year, this agreement shall expire and the employment of the Employee hereunder shall cease without any other notice being required.

6. PERFORMANCE REVIEWS

The Board shall conduct an annual performance review. The Employee's performance will be reviewed in comparison to performance expectations and annual objectives.

The performance expectations and annual objectives will be mutually set by the Employee and the Board. The performance expectations and annual objectives will be mutually agreed upon within two (2) months of the Employee commencing employment.

7. COMPENSATION

The Employer shall pay the Employee during the first year of the term of this agreement an annual fixed salary of \$250,000 (less deductions required by law), which shall be payable in accordance with the Employer's usual payroll practices. The salary range for this position is detailed below. Movement through this scale will be based on the Employee's performance assessed annually by the Board as set out in Section 6. Economic increases will be in conjunction with the economic climate, the Employer's financial resources, and the dictates (if any) of applicable legislation and the Employer's compensation policies and practices at that time.

Step 1	Step 2	Step 3	Step 4	Step 5
\$250,000	\$257,213	\$270,750	\$285,000	\$300,000

8. BENEFITS

During the term of this agreement the Employee will, subject to her meeting the insurability and other applicable requirements, be entitled to continue to participate in the benefits described in the Employer's Group Policy Benefits Program together with such enhancements or additional benefits as may be available and as the Employee may elect. In addition to the present benefits the Employee will receive an annual benefit allowance of six thousand dollars (\$6,000) to be used, at the Employee's discretion, to obtain insurance or other benefits in addition to those benefits provided through the Employer's Group Policy Benefits Program.

9. VACATION

The Employee will continue to accrue an annual vacation entitlement of six (6) weeks paid vacation per calendar year. Vacation entitlement will be increased to an accrual rate of seven (7) weeks per calendar year upon attaining 28 years of service. It is understood that vacation entitlement may not be accumulated but must, with respect to any completed year, be taken within the twelve (12) months following the end of such year unless mutually agreed by the Board and the Employee to extend such vacation carry over.

10. CAR ALLOWANCE

The Employee is required to use their own vehicle to carry out her responsibilities. The Employee shall be entitled to a car allowance of seven hundred dollars (\$700) per month as reimbursement for automobile operating expenses (such as gasoline, insurance, regular maintenance etc...)

11. REIMBURSEMENT OF EXPENSES

The Employee shall be reimbursed for all reasonable out-of-pocket expenses actually and properly incurred in connection with this employment hereunder. For all such expenses the Employee shall furnish to the Employer statements and vouchers as and when required by the Employer.

12. PROFESSIONAL DUES and MEMBERSHIPS

The Employee shall be reimbursed for professional membership fees such as CCHSE and others as may be mutually agreed by the Board and the Employee.

13. PENSION

The Employee will continue participation in the HOOPP Program in accordance with established policy.

14. PROFESSIONAL DEVELOPMENT

The Employee will be financially supported to attend conferences and seminars as mutually agreed by the Board and the Employee. Such attendance shall be considered service to the Hospital and be fully compensated.

15. NOTICE OF TERMINATION BY THE EMPLOYEE

The Employee may resign from her employment at any time provided she gives the Employer three (3) months notice thereof in writing.

16. TERMINATION OF EMPLOYMENT BY EMPLOYER

- (a) The Employer may terminate this agreement at any time for cause without payment of any compensation either by way of anticipated earnings or damages of any kind, save and except for any remuneration earned prior to the date of such termination. Cause, for the purposes of this agreement, shall include the following:
 - (i) any material breach of the provisions of this agreement;
 - (ii) any gross neglect of duty;
 - (iii) disregarding any willful act of dishonesty or willful neglect in performance of duties;
 - (iv) disregarding or disobeying any reasonable resolution of the Board
 - (v) any conviction of the Employee of any indictable offense under the Criminal Code of Canada;
 - (vi) the commission of an act of bankruptcy by the Employee or compounding with her creditors generally
 - (vii) failure of the Employee to have disclosed or to disclose to the Employer, at time of entering into the agreement or hereafter, any material fact about herself which the Employee knew or ought to have known would tend to bring herself or the Employer into disrepute.

Failure by the Employer to rely on the provisions of this paragraph in any given instance or instances shall not constitute a precedent or be deemed a waiver.

- (b) In addition to the termination of this agreement by written notice as provided in Sections 15 and 16 (a) hereof, the Employer may terminate this agreement at any time without cause by a notice to the Employee in writing. Upon termination of this agreement and upon notice as provided in this sub-clause (b), the Employer shall forthwith thereafter pay to the Employee the termination amount (less any deductions required by law). The termination amount, for the purposes of this sub-clause (b), shall be equivalent to a sum of 24 months salary plus benefits.
- (c) In the instance of a severance payment, the Employee shall reduce the obligation of the Employer by 50% of any remaining portion should the Employee obtain employment prior to the total period of severance.
- (d) This agreement shall end without notice upon the death of the Employee.
- (e) The parties confirm that the provisions contained in Section 16 (b) are fair and reasonable and the parties agree that upon expiry of this agreement as provided in Sections 4 and 5 upon termination of this agreement by the Employer in compliance with Section 16 (b) or upon any termination of this agreement by the Employee for reasons other than a claim for constructive dismissal, or upon the death of the Employee, the Employee shall have no action, cause of action, claim or demand against the Employer as a consequence of such expiry, termination, or ending.

17. EMPLOYER'S PROPERTY

The Employee acknowledges that all items of any and every nature or kind created or used by the Employee pursuant to the Employee's employment under this agreement, or furnished by the Employer to the Employee, and all equipment, credit cards, books, records, reports, files, diskettes, manuals, literature, confidential information or other materials shall remain and be considered the exclusive property of the Employer at all times and shall be surrendered to the Employer upon the request of the Employer, or in the absence of a request, on the cessation, termination or ending of the Employee's employment with the Employer.

18. NOTICES

Any demand, notice or other communication to be given in connection with this agreement shall be given in writing and may be given by personal delivery or by registered mail addressed to the recipient as follows:

To the Employee:
Maureen Solecki

To the Employer:
Grey Bruce Health Services
1800 8th Street East
Owen Sound, Ontario N4K 6M9

or to such other addresses or individual as may be designated by notice by either party to the other. Any communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if made or given by registered mail, on the second day, other than a Saturday, Sunday or statutory holiday in Ontario following a deposit thereof in the mail. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery.

19. GOVERNING LAW

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of Ontario.

20. ENTIRE AGREEMENT

This agreement constitutes and expresses the whole agreement of the parties with respect to the employment of the Employee and supersedes all prior arrangements and understanding between them. Any modification to this agreement must be in writing and signed by the parties or it shall have no effect and shall be void.

21. SEVERABILITY

Should any provisions of this agreement become invalid, illegal or not enforceable it shall be considered separate and several from the agreement and the remaining provisions shall remain in force and binding upon the parties as though such provisions had not been included.

22. ENUREMENT

The Employee may not assign, pledge or encumber the Employee's interest in this agreement nor assign any of the rights or duties of the Employee under this agreement without prior written consent of the Employer. This agreement shall be binding on and enure to the benefit of the successors and assigns of the Employer and the heirs, executors, personal legal representatives and permitted assigns of the Employee.

23. INDEPENDENT LEGAL ADVICE

The Employee acknowledges that she has read and understands this agreement and acknowledges that she has had the opportunity to obtain independent legal advice with respect to it.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day, month and year first above written.

By Fritz Grenon

May 14/09
Date

By James Z. Folch

May 14/09
Date