



The Corporation of the
City of North Bay

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December 6, 2018

Hand Delivered

Mr. Kevin Ferris


Dear Sir:

Re: Request for access to records under the *Municipal Freedom of Information and Protection of Privacy Act*
IPC Appeal No.: MA17-298
Request Number: 2017-23

Pursuant to the Interim Order of Justine Wai, Adjudicator, please find enclosed herewith a copy of the Confidential Employment Agreement between the City of North Bay and Jerry Knox.

Further to the Interim Order please find enclosed herewith responsive records to your original request. Upon review of further records related to your request the City will be relying upon Section 12- Solicitor- Client Privilege - of the *Municipal Freedom of Information and Protection of Privacy Act*. Therefore, those records will not be released to you.

Sincerely,

Karen McIsaac
City Clerk

Copy to: Information and Privacy Commissioner for Ontario
Justine Wai, Adjudicator

This Agreement dated the 13th day of April , 2016

Between:

THE CORPORATION OF THE CITY OF NORTH BAY
(Hereinafter referred to as the "City")

-And-

JERRY D. KNOX
(Hereinafter referred to as the "Knox")

WHEREAS in the Fall of 2015, the Mayor and Knox held numerous discussions concerning a transition plan for the replacement of Knox who is currently the City's Chief Administrative Officer ("CAO");

AND WHEREAS on December 8, 2015 City Council held a special in-camera meeting of City Council to consider a transition plan for the replacement of Knox;

AND WHEREAS City Council was presented a letter dated December 7, 2015 from Knox outlining a proposed transition plan;

AND WHEREAS City Council supported and approved the transition plan as outlined in the letter dated December 7, 2015 and directed an agreement be developed by the Managing Director of Corporate Services and City Clerk with Knox to formally document the terms of the transition plan;

AND WHEREAS Knox has agreed to accept the position of Corporate Advisor effective June 4, 2016.

AND WHEREAS on December 9, 2015 a media conference was called by the Mayor's Office at which time Knox announced his retirement as the current CAO.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Article 1: Vacation Period

- 1.1 Effective June 4, 2016 Knox will be on vacation, remain on the City's payroll and exhaust all vacation entitlement as per the City's existing vacation policy (the "Vacation Period"). During the Vacation Period, the City agrees to continue to pay Knox in accordance with the City's payroll policies at the annual salary rate applicable to Knox as of June 3, 2016. For clarity, Knox shall not be entitled to any further salary increases that may be approved by City Council after June 3, 2016.
- 1.2 All payments set out above are subject to the usual and necessary statutory and usual deductions. All benefit coverage will be subject to the terms of the benefit plan contract with the insurers.

Article 2: Corporate Advisory Period

- 2.1 Knox agrees to be assigned to the position of Corporate Advisor effective June 4, 2016.
- 2.2 Following the completion of the Vacation Period, Knox will continue to be employed in the position of Corporate Advisor and the City agrees to continue to pay Knox in accordance with the City's payroll policies at the annual salary rate applicable to Knox as of June 3, 2016 for a period of twelve (12) months (the "Corporate Advisory Period"). For clarity, Knox shall not be entitled to any further salary increases that may be approved by City Council after June 3, 2016.

- 2.3 During the Corporate Advisory Period, Knox will be entitled to participate in all of the City's employee benefit plans, inclusive of pension, on the same basis as provided for all other exempt staff except as specifically varied herein.
- 2.4 The Corporate Advisory Period is inclusive of any vacation and statutory holiday entitlement. For clarity, Knox shall not accrue further vacation entitlement during the Corporate Advisory Period.
- 2.5 The salary paid during the Corporate Advisory Period is inclusive of any payment in lieu of notice as well as severance pay (if applicable) pursuant to the *Employment Standards Act, 2000*, as amended as well as any entitlement under contract or common law.
- 2.6 On the expiry of the Corporate Advisory Period Knox agrees that his contract of employment between him and the City shall then be at an end.
- 2.7 All payments set out above are subject to the usual and necessary statutory and usual deductions. All benefit coverage will be subject to the terms of the benefit plan contract with the insurers.

Article 3: City's Obligation to Cease in Event of Death of Knox

- 3.1 In the event of the death of Knox during the Corporate Advisory Period, all obligations of the City hereunder, including but not limited to the payment to Knox under this agreement shall cease effective the date of death of Knox, save and except survivor rights to benefits, if any.

Article 4: Consulting and Advisory Services

- 4.1 From time to time, Knox may provide consulting and advisory services to the CAO or the City's then Acting CAO. Such services may consist of any matters of concern to the CAO or the City's then Acting CAO.
- 4.2 The amount of consultation and advisory time will be agreed to between the CAO and Knox.
- 4.3 Except for the reimbursement of any out of pocket expenses incurred by Knox in his role as Corporate Advisor as approved in advance by the City's CAO or the City's then Acting CAO, Knox shall not be entitled to any further or additional compensation and/or benefits for the provision of consulting and advisory services.
- 4.4 Until the expiry of the Corporate Advisory Period, Knox shall cooperate and assist the City, the City Solicitor, the City's insurer and/or any appointed defence counsel as may be required from time to time in connection with any litigation involving the City or any agency, board or commission of the City.

Article 5: Non Competition

- 5.1 During the Vacation Period and Corporate Advisory Period, nothing in this Agreement will prevent Knox from either directly or indirectly accepting employment with, rendering service to, or providing assistance of any kind or advice (collectively hereinafter "Services") to any person, partnership, corporation or legal entity provided that such Services do not directly or indirectly involve the City except as may be expressly permitted in writing by the City. There are no conditions following the expiration of the Corporate Advisory Period.

Article 6: Return of City Property

- 6.1 No later than on the expiry of the Corporate Advisory Period, Knox shall return to the City all City property in his possession or control.

Article 7: Independent Legal Advice

- 7.1 Knox declares that he hereby voluntarily accepts and agrees with the terms and conditions herein and that he has been given an opportunity to receive independent legal advice with respect to this agreement. Knox acknowledges that he fully understands the content hereof and hereby confirms that he has signed this agreement willingly, voluntarily, and free from duress.

Article 8: Confidentiality

- 8.1 Subject to the requirements of paragraphs 2.1, and 4.1 wherein Knox may provide consulting and advisory services to the CAO or the City's then Acting CAO wherein confidential information must be disclosed and subject to paragraph 4.4 hereof and as may be further permitted herein, Knox agrees not to disclose to any person, partnership, corporation, or any other legal entity confidential information or confidential documentation gained during or as a result of his employment with or service to the City, any agency, board or commission of the City, or as may be gained by providing consulting or advisory services to the CAO or gained as a result of cooperating with the City, the City Solicitor, the City's insurer and/or any appointed defence counsel in any litigation.

Confidential information shall not include information which is disclosed by the City or its Mayor, Councillors, officers, directors, or employees (collectively "City Personnel") to any person, partnership, corporation or legal entity and is publicly known at the time of disclosure by Knox. For certainty the foregoing shall not include information disclosed by the City or City Personnel which is confidential in nature or that is treated as confidential by the City or City Personnel or that the City or City Personnel has identified as being confidential information, whether such information is or has been conveyed orally, written, or in another tangible form and is disclosed to persons, partnerships, corporations or legal entities with a need to know the information for any proper or legal purpose required by the City or City Personnel.

- 8.2 Knox acknowledges that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time. Knox further acknowledges that the City is bound by the *Public Sector Salary Disclosure Act*, 1996, S.O. 1996, c.1, Sched. A.

Article 9: Resignation from Agencies, Boards and Commissions

- 9.1 Contemporaneously with the execution of this Agreement, Knox shall also provide notice of his retirement and resignation from all applicable agencies, boards and commissions of the City, including but not limited to North Bay Hydro Holdings Limited, North Bay Hydro Distribution Limited, North Bay Hydro Services Inc., and Invest North Bay Development Corporation.

Article 10: Release

- 10.1 Knox wholly releases the City and its Mayor, Councillors, officers, directors, agents and employees (collectively the "City Personnel") from any and all actions, causes of action, complaints, demands and claims whatsoever in existence prior to, on or after the date hereof, for wrongful dismissal and/or constructive dismissal directly or indirectly arising from the change in his position from CAO to Corporate Advisor and resignation from any agency, board or commission of the City. Further, upon receipt of all monies payable to Knox under this agreement, Knox wholly releases the City and City Personnel from any and all actions, causes of action, complaints, demands and claims for damages whatsoever in existence prior to, on or after the date hereof, for wrongful dismissal and/or constructive dismissal including all non-salaried benefits ordinarily provide to or on Knox's behalf in respect of his employment with the City; vacation pay and all claims which Knox may have under common law, the *Pay Equity Act*, *Employment Standards Act, 2000* and the *Ontario Human Rights Code* for wrongful dismissal


and/or constructive dismissal. Knox expressly acknowledges that he has not been subject to any discrimination pursuant to any prohibited grounds as set out in the Ontario *Human Rights Code* and specifically waives any claim to reinstatement as permitted by the Ontario *Human Rights Code*.

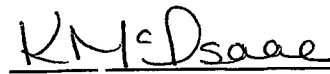
Article 11: General Provisions

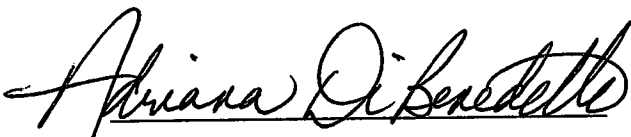
- 11.1 **Amendments:** No modification or addition to this agreement shall be valid unless made in writing and signed by both parties who are duly authorized.
- 11.2 **Entire Agreement:** This agreement represents the entire agreement between the parties and supercedes any prior understanding or agreements between the parties.
- 11.3 **Severability:** If any provision of this agreement is found by a Court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability and all other provisions of this agreement shall not be affected thereby.
- 11.4 **Governing Law:** This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The parties agree that the Courts of Ontario shall have jurisdiction to determine any matters arising hereunder.
- 11.5 **Headings:** The headings contained in this agreement are for convenience of reference only and shall not affect the interpretation or meaning of this agreement.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first written above.

THE COPORATION OF THE CITY OF NORTH BAY



LEA JANISSE
MANAGING DIRECTOR CORPORATE
SERVICES


KAREN MCISAAC
CITY CLERK



Witness as to the signature of

Jerry D. Knox


JERRY D. KNOX