

From: Lea Janisse
Sent: Thursday, February 11, 2016 12:28 PM
To: Jerry Knox
Subject: Revised agreement - J. Knox
Attachments: J. Knox retirement agreement LJ.docx

Jerry,

Attached is the revised agreement for your review.

lea

Lea Janisse, MHRM CHRL
Managing Director Corporate Services
City of North Bay
(705)474-0626, ext. 2575

This Agreement dated the ___ day of February, 2016 is made

Between:

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

-And-

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

WHEREAS in the Fall of 2015, the Mayor and Administrator held numerous discussions concerning a transition plan for the replacement of the Administrator;

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

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

AND WHEREAS Council supported 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 the Administrator to formally document the terms of the transition plan;

AND WHEREAS on December 9, 2015 a media conference was called by the Mayor's Office at which time the Administrator announced his retirement;

NOW THEREFORE BOTH PARTIES AGREE that in consideration of The Recitals and Covenants Contained Herein:

- 1) On December 9, 2015, the Administrator announced his intention to retire with the last day of work being Friday, June 3, 2016.
- 2) Effective June 4, 2016 the Administrator will remain on the Corporation's payroll and exhaust all vacation entitlement as per the City's existing vacation policy.
- 3) Following the completion of the Administrator's vacation entitlement, the Corporation agrees to continue to pay the Administrator in accordance with the Corporation's payroll policies at the annual salary rate applicable to the Administrator as of June 3, 2016 for a period of twelve months.

CITY CLERK KAREN MCISAAC

Witness as to the signature of
Jerry D. Knox

JERRY D. KNOX

DRAFT

From: Jerry Knox
Sent: Tuesday, February 16, 2016 8:45 AM
To: Lea Janisse
Subject: J. Knox retirement agreement LJ
Attachments: J. Knox retirement agreement LJ.docx

Sensitivity: Confidential

ea

Just a couple of minor clarifications. With respect to #7, you had mentioned concern about having 2 people assigned to the position of CAO, I'm assuming this is not a concern during the vacation period.

If these changes are acceptable we can sign and put it to bed.

Thanks

Jerry

This Agreement dated the ___ day of February, 2016 is made

Between:

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

-And-

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

WHEREAS in the Fall of 2015, the Mayor and Administrator held numerous discussions concerning a transition plan for the replacement of the Administrator;

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

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

AND WHEREAS Council supported 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 the Administrator to formally document the terms of the transition plan;

AND WHEREAS on December 9, 2015 a media conference was called by the Mayor's Office at which time the Administrator announced his retirement;

NOW THEREFORE BOTH PARTIES AGREE that in consideration of The Recitals and Covenants Contained Herein:

- 1) On December 9, 2015, the Administrator announced his intention to retire with the last day of work being Friday, June 3, 2016.
- 2) Effective June 4, 2016 the Administrator will remain on the Corporation's payroll and exhaust all vacation entitlement as per the City's existing vacation policy.
- 3) Following the completion of the Administrator's vacation entitlement, the Corporation agrees to continue to pay the Administrator in accordance with the Corporation's payroll policies at the annual salary rate applicable to the Administrator as of June 3, 2016 for a period of twelve months.

- 4) During the period identified in section 3, the Administrator will be entitled to participate in all of the Corporation's employee benefit plans, inclusive of pension, on the same basis as provided for all other exempt staff except as specifically varied herein.
- 5) The period following the exhaustion of vacation entitlement, **as noted in section 2**, will be inclusive of any vacation and statutory holiday entitlement.
- 6) There is an understanding that during the period noted in this agreement and as a component of the transition plan, the Administrator will be ~~retained~~ employed in a consultant/advisory capacity to provide assistance to the new Chief Administrative Officer (CAO). The amount of consultation and advisory time will be agreed to by the new CAO and Administrator. In the event an agreement cannot be reached, the Administrator will continue to receive the salary and benefit entitlement as defined in this agreement.
- 7) If deemed appropriate by the Managing Director Corporate Services and in agreement with the Mayor and Administrator, the Administrator may be assigned to the position of Corporate Advisor for the 12 month period following the exhaustion of vacation entitlement as outlined in Section 2.
- 8) Nothing in this agreement will prevent the Administrator from undertaking any other work or assignment so long as it does not interfere with the direct workings of the Corporation. In the event any assignment involves the direct workings of the Corporation, such work will not be undertaken unless written approval from the Corporation is received.
- 9) This agreement may be terminated or revised only upon mutual agreement of the Corporation and the Administrator.
- 10) This agreement constitutes the entire Agreement between the Corporation and Administrator. There are no other agreements, understandings, representations, or warranties, collateral, oral or otherwise.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE PARTIES HERETO.

THE COPORATION OF THE CITY OF NORTH BAY

LEA JANISSE – MANAGING DIRECTOR CORPORATE SERVICES

CITY CLERK KAREN MCISAAC

Witness as to the signature of
Jerry D. Knox

JERRY D. KNOX

DRAFT

Lea Janisse

From: Lea Janisse
Sent: Wednesday, March 09, 2016 1:22 PM
To: Jerry Knox
Subject: Agreement
Attachments: J. Knox retirement agreement Final Copy March 9 2016.docx

Hi,

Here's the agreement with Peter's recommended changes to protect all parties.

Lea

Lea Janisse, MHRM CHRL
Managing Director Corporate Services
City of North Bay
(705)474-0626, ext. 2575

This Agreement dated the ___ day of March 9, 2016 is made

Between:

THE CITY 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 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 Knox has agreed to provide services to assist in the transition to the new City CAO or the Acting CAO;

AND WHEREAS on December 9, 2015 a media conference was called by the Mayor's Office at which time Knox announced his retirement with the last day of work being Friday, June 3, 2016;

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: Salary Continuation Period

- 2.1 Following the completion of 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 a period of twelve (12) months (the "Salary Continuation Period"). For clarity, Knox shall not be entitled to any further salary increases that may be approved by City Council after June 3, 2016.

- 2.2 During the Salary Continuation 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.

- 2.3 The Salary Continuation Period is inclusive of any vacation and statutory holiday entitlement. For clarity, Knox shall not accrue further vacation entitlement during the Salary Continuation Period.

- 2.4 Continuation of salary 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.

- 2.5 On the expiry of the Salary Continuation Period Knox agrees that his contract of employment between him and the City shall then be at an end.

- 2.6 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 Vacation Period or the Salary Continuation 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 Knox agrees to be assigned to the position of Corporate Advisor effective June 4, 2016 and he shall hold such position until the expiry of the Salary Continuation Period.
- 4.2 From time to time, and as may be reasonably requested by the City's CAO or the City's then Acting CAO, 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, provided that the CAO or the City's then Acting CAO will take into consideration Knox's other business and personal commitments.
- 4.3 The amount of consultation and advisory time will be agreed to between the CAO and Knox.

4.4 Knox shall not be entitled to any further or additional compensation and/or benefits for the provision of consulting and advisory services.

4.5 Until the expiry of the Salary Continuation Period, Knox shall cooperate and assist 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.

Article 5: Non Competition

5.1 Unless the City provides written approval, Knox shall not, for a period of five (5) years following the expiry of the Salary Continuation Period, either directly or indirectly, accept employment with, render service to, or provide assistance of any kind or advice to any person, partnership, corporation, or other legal entity that may be dealing with the City in any matter. Nothing in this agreement prevents Knox from undertaking any other work or assignment that does not involve the City. Knox agrees and accepts the foregoing as reasonable.

Article 6: Return of City Property

6.1 On the expiry of the Salary Continuation 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 Knox agrees not to disclose to any person, partnership, corporation, or any other legal entity information or documentation gained during or as a result of his employment by or service to the City or as may be gained by providing consulting or advisory services to the CAO.
- 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: Release

- 9.1 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, directly or indirectly arising from the change of position to Corporate Advisor. Without limiting the generality of the foregoing, Knox wholly releases the City and the City Personnel from claims for moral damages, damages for wrongful dismissal and/or constructive dismissal, including all non-salaried benefits ordinarily provided to or on Knox's behalf in respect of his employment with the City; vacation pay; and any and all expenses whether incurred before, on or after the date hereof in respect of his employment; and any and all claims which Knox may have under common law, *the Pay Equity Act*, *Employment Standards Act, 2000* and *the Ontario Human Rights Code*. Knox expressly acknowledges that he has not been subject to any discrimination pursuant to any prohibited grounds as set out in the *Ontario Human Right Code* and specifically waives any claim to reinstatement as permitted by the *Ontario Human Rights Code*.
- 9.2 Upon the receipt of all monies payable to Knox under this agreement, 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, directly or indirectly arising from his employment with the City. Without limiting the generality of the foregoing, Knox wholly releases the City and the City Personnel from claims for moral damages, damages for wrongful dismissal including all non-salaried benefits ordinarily provided to or on Knox's behalf in respect of his employment with the City; vacation pay; and any and all expenses whether incurred before, on or after the date hereof in respect of his employment with the City; and any and all claims which Knox may have under common law, *the Pay Equity Act*, *Employment Standards Act, 2000* and *the Ontario Human Rights Code*. Knox expressly acknowledges that he has not been subject to any discrimination pursuant to any prohibited grounds as set out in the *Ontario Human Right Code* and specifically waives any claim to reinstatement as permitted by the *Ontario Human Rights Code*.

Article 10: General Provisions

- 10.1 Amendments: No modification or addition to this agreement shall be valid unless made in writing and signed by both parties who are duly authorized.
- 10.2 Entire Agreement: This agreement represents the entire agreement between the parties and supercedes any prior understanding or agreements between the parties.
- 10.3 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.
- 10.4 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.
- 10.5 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 HAS BEEN DULY EXECUTED BY THE PARTIES HERETO

THE COPORATION OF THE CITY OF NORTH BAY

LEA JANISSE – MANAGING DIRECTOR CORPORATE SERVICES

CITY CLERK KAREN MCISAAC

Witness as to the signature of
Jerry D. Knox

JERRY D. KNOX

Lea Janisse

From: Lea Janisse
Sent: Wednesday, March 16, 2016 11:36 AM
To: Jerry Knox
Subject: Revised Agreement
Attachments: J. Knox retirement agreement Updated Copy March 15 2016.docx

Here's the revised agreement based on discussions with you and Peter.

Lea

Lea Janisse, MHRM CHRL
Managing Director Corporate Services
City of North Bay
(705)474-0626, ext. 2575

This Agreement ~~dated~~ ~~made~~ the ___ day of March 9, 2016, ~~is made~~

Between:

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

-And-

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

- Comment [PL1]: Insert the word "made"
- Comment [LJ2]: Change date
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- Comment [PL3]: Correct legal name
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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 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~~ Knox has agreed to provide services to assist in the transition to the new City CAO or the Acting CAO;

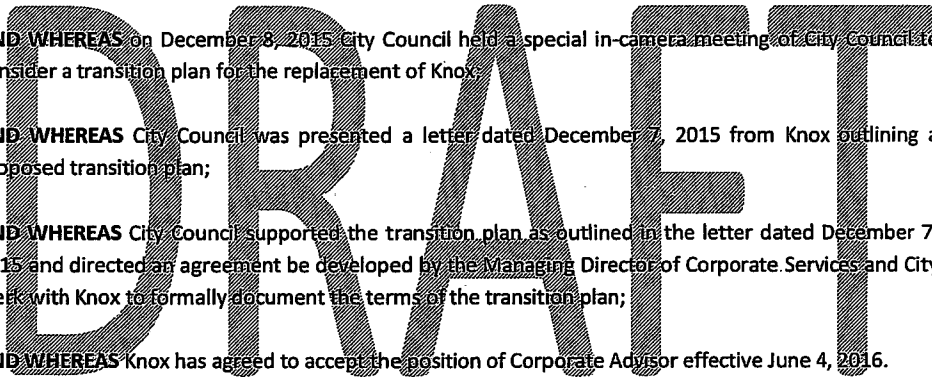
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AND WHEREAS on December 9, 2015 a media conference was called by the Mayor's Office at which time Knox announced his retirement with the last day of work being Friday, June 3, 2016;

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: Salary Continuation Period

- 2.1 Following the completion of 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 a period of twelve (12) months (the "Salary Continuation Period"). For clarity, Knox shall not be entitled to any further salary increases that may be approved by City Council after June 3, 2016.

- 2.2 During the Salary Continuation 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.

- 2.3 The Salary Continuation Period is inclusive of any vacation and statutory holiday entitlement. For clarity, Knox shall not accrue further vacation entitlement during the Salary Continuation Period.

- 2.4 Continuation of salary 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.

- 2.5 On the expiry of the Salary Continuation Period Knox agrees that his contract of employment between him and the City shall then be at an end.

- 2.6 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 ~~Vacation Period or the Salary Continuation 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 Knox agrees to be assigned to the position of Corporate Advisor effective June 4, 2016 and he shall hold such position until the expiry of the Salary Continuation Period.

4.2 From time to time, ~~and as may be reasonably requested by the City's CAO or the City's then Acting CAO,~~ 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, ~~provided that the CAO or the City's then Acting CAO will take into consideration Knox's other business and personal commitments.~~

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4.3 The amount of consultation and advisory time will be agreed to between the CAO and Knox.

4.4 Knox shall not be entitled to any further or additional compensation and/or benefits for the provision of consulting and advisory services.

4.5 Until the expiry of the Salary Continuation 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.

Comment [PL4]: Insert the word "City"

Comment [LJ5]: Had some discussion with Jerry on this - I think he's okay

Article 5: Non Competition

5.1 ~~Unless the City provides written approval, Knox shall not for a period of five (5) years following the expiry of the Salary Continuation Period, either directly or indirectly, accept employment with, render service to, or provide assistance of any kind or advice to any person, partnership, corporation, or other legal entity that may be dealing with the City in any matter. Nothing in this agreement prevents Knox from undertaking any other work or assignment that does not involve the City. Knox agrees and accepts the foregoing as reasonable.~~

Comment [LJ6]: Not prepared to sign this - wants the original language

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Nothing in this Agreement will prevent Knox from either directly or indirectly accepting employment with, render 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. Knox agrees and accepts the foregoing as reasonable.

Comment [PL7]: Alternative language

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Article 6: Return of City Property

6.1 ~~On~~ No later than on the expiry of the Salary Continuation 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 paragraphs 4.2 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 4.5 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 by 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.

Confidential information shall not include information which is (a) publicly known at the time of disclosure by Knox (b) is required to be disclosed in a judicial or administrative proceeding or is otherwise required to be disclosed by law or regulation.

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.

9. Resignation from Agencies, Boards and Commissions

Contemporaneously with the execution of this Agreement, Knox shall also provide 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 with his written resignation and he shall provide copies of all such formal written resignation to the City.

Comment [LJ8]: Issues for Article 8 and 9 – is there other language that is not so restrictive?

Comment [PL9]: Added language so that Jerry can disclose confidential information to

Comment [PL10]: Intends to include such things as Hydro, Invest North Bay

Comment [PL11]: Exclusions from Confidential information

Comment [PL12]: To serve as a reminder that we need formal written resignations from the abc's for their records.

Will need to amend the Article and paragraph numbering if accepted.

Article 9: Release

9.1 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, directly or indirectly arising from the change of position to Corporate Advisor or his resignation

from any agency, board or commission of the City. Without limiting the generality of the foregoing, Knox wholly releases the City and the City Personnel from claims for moral damages, damages for wrongful dismissal and/or constructive dismissal, including all non-salaried benefits ordinarily provided to or on Knox's behalf in respect of his employment with the City; vacation pay; and any and all expenses whether incurred before, on or after the date hereof in respect of his employment; and any and all claims which Knox may have under common law, *the Pay Equity Act, Employment Standards Act, 2000 and the Ontario Human Rights Code*. Knox expressly acknowledges that he has not been subject to any discrimination pursuant to any prohibited grounds as set out in the *Ontario Human Right Code* and specifically waives any claim to reinstatement as permitted by the *Ontario Human Rights Code*.

- 9.2 Upon the receipt of all monies payable to Knox under this agreement, 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, directly or indirectly arising from his employment with the City, any agency, board or commission of the City. Without limiting the generality of the foregoing, Knox wholly releases the City and the City Personnel from claims for moral damages, damages for wrongful dismissal including all non-salaried benefits ordinarily provided to or on Knox's behalf in respect of his employment with the City; vacation pay; and any and all expenses whether incurred before, on or after the date hereof in respect of his employment with the City; and any and all claims which Knox may have under common law, *the Pay Equity Act, Employment Standards Act, 2000 and the Ontario Human Rights Code*. Knox expressly acknowledges that he has not been subject to any discrimination pursuant to any prohibited grounds as set out in the *Ontario Human Right Code* and specifically waives any claim to reinstatement as permitted by the *Ontario Human Rights Code*.

Article 10: General Provisions

- 10.1 **Amendments:** No modification or addition to this agreement shall be valid unless made in writing and signed by both parties who are duly authorized.
- 10.2 **Entire Agreement:** This agreement represents the entire agreement between the parties and supercedes any prior understanding or agreements between the parties.
- 10.3 **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.
- 10.4 **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.

10.5 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 HAS BEEN DULY EXECUTED BY THE PARTIES HERETO, this Agreement is executed as of the day and year first written above.~~

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THE COPORATION OF THE CITY OF NORTH BAY

LEA JANISSE
—MANAGING DIRECTOR CORPORATE SERVICES

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~~Karen McIsaac~~
~~CITY CLERK KAREN MCISAAC~~

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Witness as to the signature of
Jerry D. Knox

JERRY D. KNOX

DRAFT

From: Jerry Knox
Sent: Tuesday, March 22, 2016 2:21 PM
To: Lea Janisse
Subject: J. Knox retirement agreement Updated Copy March 15 2016
Attachments: J. Knox retirement agreement Updated Copy March 15 2016.docx

have made a few changes. My suggestion is you, Peter and I sit down and get these issues clarified.

erry

This Agreement ~~dated~~ made the ___ day of March 9, 2016 ~~is made~~

Between:

THE CITY 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 with the last day of work being Friday, June 3, 2016;

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: Salary Continuation Period

- 2.1 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 "Salary Continuation Period"). For clarity, Knox shall not be entitled to any further salary increases that may be approved by City Council after June 3, 2016.

- 2.2 During the Salary Continuation 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.

- 2.3 The Salary Continuation Period is inclusive of any vacation and statutory holiday entitlement. For clarity, Knox shall not accrue further vacation entitlement during the Salary Continuation Period.

- 2.4 Continuation of salary 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.

- 2.5 On the expiry of the Salary Continuation Period Knox agrees that his contract of employment between him and the City shall then be at an end.

- 2.6 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 Salary Continuation 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 Knox agrees to be assigned to the position of Corporate Advisor effective June 4, 2016 and he shall hold such position until the expiry of the Salary Continuation Period.
- 4.2 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., ~~provided that the CAO or the City's then Acting CAO will take into consideration Knox's other business and personal commitments.~~
- 4.3 The amount of consultation and advisory time will be agreed to between the CAO and Knox.
- 4.4 Except for the reimbursement of any out of pocket expenses associated to consulting and advisory services, Knox shall not be entitled to any further or additional compensation and/or benefits for the provision of consulting and advisory services
- 4.5 ~~Until the expiry of the Salary Continuation 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 ~~Unless the City provides written approval, Knox shall not, for a period of five (5) years following the expiry of the Salary Continuation Period, either directly or indirectly, accept employment with, render service to, or provide assistance of any kind or advice to any person, partnership, corporation, or other legal entity that may be dealing with the City in any matter. Nothing in this agreement prevents Knox from undertaking any other work or assignment that does not involve the City. Knox agrees and accepts the foregoing as reasonable.~~

Nothing in this Agreement will prevent Knox from either directly or indirectly accepting employment with, render 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. ~~Knox agrees and accepts the foregoing as reasonable.~~

Article 6: Return of City Property

- 6.1 No later than on the expiry of the Salary Continuation 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 paragraphs 4.2 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 4.5 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 by 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.

Confidential information shall not include information which is (a) publicly known at the time of disclosure by Knox (b) is required to be disclosed in a judicial or administrative proceeding or is otherwise required to be disclosed by law or regulation or **disclosed by the City, City Staff or members of Council to any person, partnership, corporation or any legal entity.**

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.

9. Resignation from Agencies, Boards and Commissions

Contemporaneously with the execution of this Agreement, **effective June 4, 2016 Knox will have considered to resign from any position or affiliation associated to Knox shall also provide** 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. ~~with his written resignation and he shall provide copies of all such formal written resignation to the City.~~

Article 9: Release

9.1 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, directly or indirectly arising from the change of position to Corporate Advisor or his resignation

from any agency, board or commission of the City. Without limiting the generality of the foregoing, Knox wholly releases the City and the City Personnel from claims for moral damages, damages for wrongful dismissal and/or constructive dismissal, including all non-salaried benefits ordinarily provided to or on Knox's behalf in respect of his employment with the City; vacation pay; and any and all expenses whether incurred before, on ~~or after the date~~ hereof in respect of his employment; and any and all claims which Knox may have under common law, *the Pay Equity Act, Employment Standards Act, 2000 and the Ontario Human Rights Code*. Knox expressly acknowledges that he has not been subject to any discrimination pursuant to any prohibited grounds as set out in the *Ontario Human Right Code* and specifically waives any claim to reinstatement as permitted by the *Ontario Human Rights Code*.

- 9.2 Upon the receipt of all monies payable to Knox under this agreement, 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, directly or indirectly arising from his employment with the City, any agency, board or commission of the City. Without limiting the generality of the foregoing, Knox wholly releases the City and the City Personnel from claims for moral damages, damages for wrongful dismissal including all non-salaried benefits ordinarily provided to or on Knox's behalf in respect of his employment with the City; vacation pay; and ~~any and all expenses whether incurred before, on or after the date~~ hereof in respect of his employment with the City; and any and all claims which Knox may have under common law, *the Pay Equity Act, Employment Standards Act, 2000 and the Ontario Human Rights Code*. Knox expressly acknowledges that he has not been subject to any discrimination pursuant to any prohibited grounds as set out in the *Ontario Human Right Code* and specifically waives any claim to reinstatement as permitted by the *Ontario Human Rights Code*.

Article 10: General Provisions

- 10.1 **Amendments:** No modification or addition to this agreement shall be valid unless made in writing and signed by both parties who are duly authorized.
- 10.2 **Entire Agreement:** This agreement represents the entire agreement between the parties and supercedes any prior understanding or agreements between the parties.
- 10.3 **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.
- 10.4 **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.

10.5 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 HAS BEEN DULY EXECUTED BY THE PARTIES HERETO.~~ 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 KAREN MCISAAC

Witness as to the signature of
Jerry D. Knox

JERRY D. KNOX

DRAFT