

Brian Bigger
Mayor / Maire
mayor@greatersudbury.ca
maire@grandsudbury.ca



March 3rd, 2016

Personal and Confidential

Mr. Edward Archer

City of Greater Sudbury
Ville du Grand Sudbury

PO BOX 5000 STN. A
200 BRADY STREET
SUDBURY ON P3A 5P3

CP 5000 SUCC A
200, RUE BRADY
SUDBURY ON P3A 5P3

705.674.4455, ext. 2514
705.673.3096

www.greatersudbury.ca
www.grandsudbury.ca

Dear Edward:

**RE: OFFER OF PERMANENT EMPLOYMENT
- POSITION OF CHIEF ADMINISTRATIVE
OFFICER FOR THE CITY OF GREATER SUDBURY**

On behalf of the Chief Administrative Officer Hiring Committee and the whole of Council, I am pleased to offer you employment with the City of Greater Sudbury (CGS) commencing on an effective date which we will mutually agree upon.

Your position title will be Chief Administrative Officer (CAO). The duties and responsibilities of the position will be as outlined in the attached Job Description, and as reviewed with you in your employment interview. The current authorities and an outline of the expectations for the role are also contained in the attached CAO By-law which may be changed and updated from time to time by City Council.

You will work out of the Office of the CAO in Tom Davis Square.

COMPENSATION PACKAGE

You will be paid a bi-weekly rate of Nine Thousand, Nine Hundred Sixty-One Dollars and Sixty-Nine Cents (\$9,961.69) (i.e. SMT Grade 6, Step 5), payable biweekly in arrears. This salary will not be renewed under any CGS Salary Administration Plans or Job Evaluation Plan that CGS Council has adopted or may chose to adopt for its Non Union Employees. Rather, your salary will be adjusted annually on the anniversary date of your employment, by an equal percentage to the percentage increase in the All Canada Consumer Price Index for the previous year (i.e. in 2017, your salary will be adjusted by the percentage increase in the All Canada Consumer Price Index from December, 2015 to December 31st, 2016, and so on). The amount of the increase in any

one (1) year will be capped at three point five (3.5%) percent.

You will be eligible for participation in any variable pay or performance based pay system which may be created.

You will be entitled to a Car Allowance equal to Seven Hundred (\$700.00) Dollars per month for use of your personal vehicle at work, and you will be compensated for out of town business travel with your vehicle at the per kilometre rate in place for Non Union Employees. The per kilometre rate may be changed from time to time by CGS Council. Parking at the underground parking lot at Tom Davies Square will be provided by CGS.

We will treat the Vehicle Allowance as a taxable benefit, and encourage you to track business use of the vehicle and claim appropriate deductions under the *Income Tax Act*. The Vehicle Allowance will be treated as earnings for purposes of pension benefits under the Ontario Municipal Employees Retirement System (OMERS).

In addition, you will be entitled to a comprehensive benefit package which has been outlined to you during the employment interview and will be reviewed with you again when you are documented by an Employee of the Human Resources and Organizational Development Department. These and other benefits and conditions of employment are as outlined in the City of Greater Sudbury's Employee Handbook, a copy of which has been provided to you. You are to ensure you have read/reviewed the Handbook within three (3) months time, are advised that you are to follow the policies/rules outlined in the Employee Handbook, and are encouraged to utilize all of the services in the Employee Handbook to which you are entitled. If you cannot complete the review of the Employee Handbook within three(3) months, or have other questions or concerns with the Employee Handbook, please bring them to my attention.

TERMINATION PROVISION

You may end this employment relationship at any time by providing sixty (60) days' written notice.

CGS may terminate this employment relationship at any time for cause without notice and severance or payment in lieu of notice and severance. Should CGS elect to terminate this employment relationship for any other reason notice and severance (inclusive of any entitlements at common law) will be

payable to you in accordance with the following sliding scale:

Additional Service Beginning From The Effective Date of This Employment Agreement	Number of Months of Notice and Severance Pay (Inclusive of any Entitlements at Common Law) Payable
Up to one (1) year of additional service	18 months
Over one (1) year and up to two (2) years of additional service	19 months
Over two (2) years and up to three (3) years of additional service	20 months
Over three (3) years and up to four (4) years of additional service	21 months
Over four (4) years and up to five (5) years of additional service	22 months
Over five (5) years and up to six (6) years of additional service	23 months
Over six (6) years of additional service	24 months

RELOCATION ALLOWANCE

You have been provided with a copy of the Relocation Policy: Expenses of Candidates and Employees. I confirm that CGS is prepared to pay you as outlined in the attached Memorandum of Agreement a lump sum to help defray your moving costs.

CLOSING DATE AND OTHER MATTERS

Through your work as Mayor and Council's chief staff employee and as a member of the Senior Management Team, you will have access to, and work with confidential information on a daily basis. With your signature below you acknowledge that maintenance of confidentiality is a condition of employment with the City of Greater Sudbury. Specifically, if you are deemed to have materially breached confidentiality during your employment with the City of Greater Sudbury, your employment will be terminated with cause.

The Employee Handbook, your Job Description (attached), and this Employment Offer Letter, encompass all terms and conditions of your employment with CGS.

Mr. Edward Archer

- 4 -

March 3rd, 2016

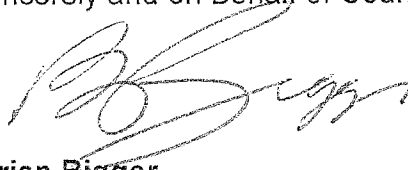
I require a written response from you accepting or declining this Offer of Employment.

With this letter, I confirm that I have the authority to bind the City of Greater Sudbury. This Employment Contract will not require approval/ratification by any other person or Council.

If you have any questions or concerns with the above or attached, please feel free to call.

I look forward to working with you and I am certain that you will find the City of Greater Sudbury an interesting and rewarding organization, which will offer you continuous challenges and career growth.

Sincerely and on Behalf of Council,




Brian Bigger
Mayor, City of Greater Sudbury and
Chair of the Hiring Committee

KF:dlf
Encl.

I acknowledge that I have had the opportunity to obtain independent advice with respect to this offer and I understand and accept the offer on the terms set out above.

ACCEPTED:



Edward Archer

DATE:



Doug Nadorozny

Chief Administrative Officer
Administrateur en chef

doug.nadorozny@greatersudbury.ca



July 10th, 2012

Personal and Confidential

Mr. Tony Cecutti

City of Greater Sudbury
Ville du Grand Sudbury

Dear Tony:

**RE: OFFER OF PERMANENT EMPLOYMENT – POSITION
OF GENERAL MANAGER OF INFRASTRUCTURE
SERVICES FOR THE CITY OF GREATER SUDBURY**

I am pleased to offer you employment with the City of Greater Sudbury (CGS) commencing Tuesday, August 7th, 2012. Your position title will be General Manager of Infrastructure Services.

The duties and responsibilities of the position will be as outlined in the attached Job Description, and as reviewed with you in your employment interview.

Working within the Infrastructure Services Department, your workstation/ reporting location may change as we move forward.

COMPENSATION PACKAGE

You will be paid a bi-weekly rate of Six Thousand, Four Hundred and Thirty-two Dollars and Thirty Cents (\$6,432.30) (i.e. SMT Grade 5, Step 2), payable biweekly in arrears. This salary will not be renewed under any CGS Salary Administration Plans or Job Evaluation Plan that CGS Council has adopted or may chose to adopt for its Non Union Employees. Rather, your salary will be adjusted annually on the anniversary date of your employment, by an equal percentage to the percentage increase in the All Canada Consumer Price Index for the previous year (i.e. in 2013, your salary will be adjusted by the percentage increase in the All Canada Consumer Price Index from December, 2011 to December 31st, 2012, and so on). The amount of the increase in any one (1) year will be capped at three point five (3.5%) percent.

In addition to the GWI, you will be eligible for an annual performance based increase of four (4%) percent to your pay, on the anniversary date of your employment, based on my assessment of your performance in the role of General Manager. Through this annual Performance Review, you can increase your earnings from a starting salary at Step 1, through 4 four (4%) percent merit increases to Step 5, which is the top rate under CGS's Non Union Plan.

You will be entitled to a Car Allowance equal to Six Hundred (\$600.00) Dollars per month for use of your personal vehicle at work, and you will be compensated for out of town business travel with your vehicle at the per kilometre rate in place for Non Union Employees. The per kilometre rate may be changed from time to time by CGS Council. Parking at the underground parking lot at Tom Davies Square will be provided by CGS.

We will treat the Vehicle Allowance as a taxable benefit, and encourage you to track business use of the vehicle and claim appropriate deductions under the *Income Tax Act*. The Vehicle Allowance will be treated as earnings for purposes of pension benefits under the Ontario Municipal Employees Retirement System (OMERS).

Your annual vacation entitlement will be six (6) weeks starting on January 1, 2013, seven (7) weeks effective January 1, 2014 and eight (8) weeks effective January 1, 2016. On January 1, 2016 your vacation entitlement will remain and be capped at eight (8) weeks per year for the duration of your employment with CGS.

In addition, you will be entitled to a comprehensive benefit package which has been outlined to you during the employment interview and will be reviewed with you again when you are documented by an Employee of the Human Resources and Organizational Development Division. These and other benefits and conditions of employment are as outlined in the City of Greater Sudbury's Employee Handbook, a copy of which is attached and can be found on CGS's Intranet site. You are to ensure you have read/reviewed the Handbook within three (3) months time, are advised that you are to follow the policies/rules outlined in the Employee Handbook, and are encouraged to utilize all of the services in the Employee Handbook to which you are entitled. If you cannot complete the review of the Employee Handbook within three (3) months, or have other questions or concerns with the Employee Handbook, please bring them to my attention.

A six (6) month probationary period is in effect, which can be extended by the organization if required.

Through your work in the Infrastructure Services Department and as a member of the Senior Management Team, you will have access to, and work with confidential information on a daily basis. With your signature below you acknowledge that maintenance of confidentiality is a condition of employment with the City of Greater Sudbury. Specifically, if you are deemed to have materially breached confidentiality during your employment with the City of Greater Sudbury, your employment will be terminated with cause.

The Employee Handbook, your Job Description (attached), and this Employment Offer Letter, encompasses all terms and conditions of your employment with CGS.

CLOSING DATE AND OTHER MATTERS

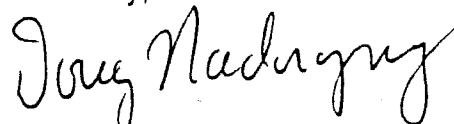
I require a written response from you accepting or declining this Offer of Employment by the close of business on Friday, July 13th, 2012. If we do not receive positive response from you by that time, this Offer of Employment shall be deemed withdrawn, and we will move to consider other preferred candidates.

With this letter I confirm that I have authority to bind the City of Greater Sudbury. This Employment Agreement (if accepted by you) will not require approval/ratification by any other person or Council.

If you have any questions or concerns with the above or attached, please call.

I look forward to working with you and I am certain that you will find the City of Greater Sudbury an interesting and rewarding organization, which will offer you continuous challenges and career growth.

Sincerely,

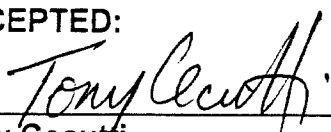


Doug Nadorozny
Chief Administrative Officer

KFT:dlf
Encl.

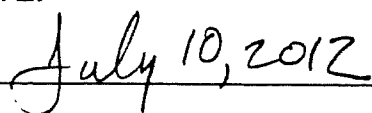
I acknowledge that I have had the opportunity to obtain independent advice with respect to this offer and I understand and accept the offer on the terms set out above.

ACCEPTED:



Tony Cecutti

DATE:



Ed Archer

Chief Administrative Officer
Administrateur en chef

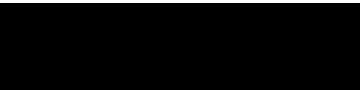
ed.archer@greatersudbury.ca



January 20, 2017

Personal and Confidential

Mr. Kevin Fowke



Dear Kevin:

**RE: OFFER OF PERMANENT EMPLOYMENT – POSITION
OF GENERAL MANAGER OF CORPORATE SERVICES
FOR THE CITY OF GREATER SUDBURY**

I am pleased to offer you continuing employment with the City of Greater Sudbury (CGS) commencing at a mutually agreed date. Your position title will be General Manager of Corporate Services.

Working within the Corporate Services Department, you will report to the undersigned. The duties and responsibilities of the position will be as outlined in the attached Job Description, and as reviewed with you in your employment interview.

COMPENSATION PACKAGE

You will initially be paid \$7,510.30 bi-weekly which is Step 3 on the salary grid and you will be eligible for annual increments until you reach Step 5.

This salary will not be renewed under any CGS Salary Administration Plans or Job Evaluation Plan that CGS Council has adopted or may chose to adopt for its Non Union Employees. Rather, your salary will be adjusted annually on the anniversary date of your employment, by an equal percentage to the percentage increase in the All Canada Consumer Price Index for the previous year. The amount of the increase in any one (1) year will be capped at three point five (3.5%) percent.

This will confirm your vacation entitlement of 6 weeks in 2017. Your vacation entitlement will continue to be governed by the provisions of the Employee Handbook.

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Ville du Grand Sudbury

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705.674.4455
ext. / poste 4215

www.
greatersudbury
.ca

www.
grandsudbury
.ca

You will be entitled to a Car Allowance equal to Six Hundred (\$600.00) Dollars per month for use of your personal vehicle at work, and you will be compensated for out of town business travel with your vehicle at the per kilometre rate in place for Non Union Employees. The per kilometre rate may be changed from time to time by CGS Council. Parking at the underground parking lot at Tom Davies Square will be provided by CGS.

We will treat the Vehicle Allowance as a taxable benefit, and encourage you to track business use of the vehicle and claim appropriate deductions under the *Income Tax Act*. The Vehicle Allowance will be treated as earnings for purposes of pension benefits under the Ontario Municipal Employees Retirement System (OMERS).

Through your work in the Corporate Services Department and as a member of the Executive Leadership Team, you will have access to, and work with confidential information on a daily basis. With your signature below you acknowledge that maintenance of confidentiality is a condition of employment with the City of Greater Sudbury. Specifically, if you are deemed to have materially breached confidentiality during your employment with the City of Greater Sudbury, your employment will be terminated with cause.

With your acceptance of this Offer, you are agreeing to work more than eight (8) hours per day and forty-eight (48) hours per week as required to support our operations/service delivery to the public. The *Employment Standards Act* requires that we receive your written agreement to work extra hours as required, before asking you to do so.

The City of Greater Sudbury has policies and practices in place for accommodating Employees with disabilities.

The Employee Handbook, your Job Description (attached), and this Employment Offer Letter, encompasses all terms and conditions of your continuing employment with CGS.

CLOSING DATE AND OTHER MATTERS

I require a written response from you accepting or declining this Offer of Employment by the close of business on Monday, January 23. If we do not receive positive response from you by that time, this Offer of Employment shall be deemed withdrawn, and we will move to consider other preferred candidates.

If you have any questions or concerns with the above or attached, please call.

I look forward to delivering the results that we have discussed and am excited about the opportunities to produce positive change.

Sincerely,



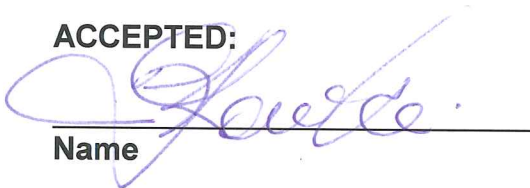
Ed Archer
Chief Administrative Officer

Encl.

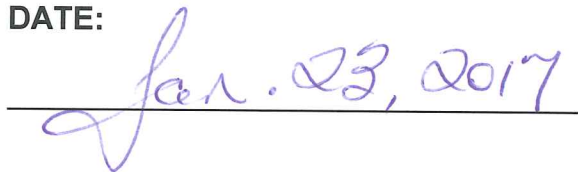
I acknowledge that I have had the opportunity to obtain independent advice with respect to this offer and I understand and accept the offer on the terms set out above.

ACCEPTED:

Name



DATE:



Ed Archer
Chief Administrative Officer
Administrateur en chef
ed.archer@greatersudbury.ca



VIA E-MAIL

August 7th, 2019

Steve Jacques
Email Address: [REDACTED]

Dear Steve:

**RE: OFFER OF PERMANENT EMPLOYMENT
POSITION OF GENERAL MANAGER, COMMUNITY
DEVELOPMENT FOR THE CITY OF GREATER SUDBURY**

I am pleased to offer you employment with the City of Greater Sudbury commencing on an effective date which we will mutually agree upon. Your position title will be General Manager, Community Development.

The duties and responsibilities of the position will be as outlined in the attached job description and as reviewed with you in your employment interview and our subsequent meeting on August 2nd, 2019.

You will be responsible for leading the Community Development Department, reporting to me. Your office will be at Tom Davies Square, 200 Brady Street, but this is subject to change as operational requirements evolve.

COMPENSATION PACKAGE

You will be paid an annual salary of \$198,832.41 (i.e., ELT Group 2, Step 2) payable bi-weekly in arrears. This salary will not be reviewed under any Job Evaluation/Compensation Review System that CGS Council has adopted or may choose to adopt for its non-union employees. Rather, your salary will be adjusted annually on the anniversary date of your employment by an equal percentage to the percentage increase in the All Canada Consumer Price Index for the previous year (i.e. in 2020, your salary will be adjusted by the percentage increase in the All Canada Consumer Price Index from December 2018 to December 31st 2019). The amount of the increase in any one (1) year will be capped at three point five (3.5%) percent.

City of Greater Sudbury
Ville du Grand Sudbury

P.O. Box 5000, S1N A
200 Brady Street
Sudbury ON P3A 5P3

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200, rue Brady
Sudbury ON P3A 5P3

705.674.4455
ext./poste 4215

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www.grandsudbury.ca

In addition to the GWI, you will be eligible for an annual performance based increase of four (4%) percent to your pay, on the anniversary date of your employment, based on my assessment of your performance in the role as General Manager and in accordance with a performance management process. Through this annual Performance Review, you can increase your earnings from a starting salary at Step 2, through three 4% merit increases to Step 5, which is the top rate under CGS's Non Union Plan.

You will be entitled to a Car Allowance equal to Six Hundred (\$600.00) Dollars per month for use of your personal vehicle at work, and you will be compensated for out of town business travel with your vehicle at the per kilometer rate in place for Non Union Employees. The per kilometer rate may be changed from time to time by CGS Council. Parking at the underground parking lot at Tom Davies Square will be provided by CGS.

We will treat Vehicle Allowance as a taxable benefit, and encourage you to track business use of the vehicle and claim appropriate deductions under the *Income Tax Act*. The Vehicle Allowance will be treated as earnings for purposes of pension benefits under the Ontario Municipal Employees Retirement System (OMERS).

This offer includes an allowance of \$20,000 for relocation expenses. Such expenses must be in accordance with guidelines published by the Canada Revenue Agency. This allowance requires a two (2) year employment commitment. If you were to leave the employment of the City of Greater Sudbury prior to the completion of the two years, any repayment would be prorated based on the proportionate period by which your continuous satisfactory service falls short of two completed years of service.

Your annual vacation entitlement will be seven (7) weeks (inclusive of one week in lieu of overtime). Under the Non Union Vacation Policy, you will have the option to sign up for a vacation advance, which will provide prorated vacation entitlement for the remainder of the current calendar year and full entitlement of seven (7) weeks on January 1st of next year. A representative from Human Resources will provide you with additional details during your Employee documentation meeting. CGS also offers a Non Union Vacation Purchase Plan, which allows you to purchase additional paid vacation time up to a maximum entitlement of eight (8) weeks at the beginning of each calendar year upon completion of probation. Your enrollment is subject to the terms and conditions outlined in the policy.

In addition, you will be entitled to a comprehensive benefit package which has been outlined to you during the employment interview and will be reviewed with you again when you are documented by an Employee of the Human Resources and organizational Development Division. A summary of the Group Insurance is attached.

These and other benefits and conditions of employment are as outlined in the City of Greater Sudbury's Employee Handbook, a copy of which can be found on CGS's intranet site. You are to ensure you have read the Handbook within three months time, are advised that you are to follow the policies/rules outlined and are encouraged to utilize all of the services to which you are entitled. If you cannot complete the review of the Employee

Handbook within three months, or have other questions or concerns, please bring them to my attention.

TERMINATION CLAUSE AND OTHER MATTERS

Through your work as General Manager and as a member of the Executive Leadership Team, you will have access to, and work with confidential information on a daily basis. With your signature below you acknowledge that maintenance of confidentiality is a condition of employment with the City of Greater Sudbury. Specifically, if you are deemed to have materially breached confidentiality during your employment with the City of Greater Sudbury, your employment will be terminated with cause.

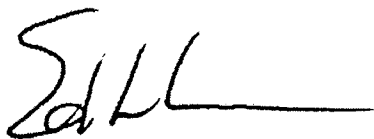
Should you be terminated for any reason, other than for cause, you will be provided with salary continuance for a period of six (6) months following termination, including benefits (excluding weekly indemnity days, Short-term Disability and Long-Term Disability as you would not be an active employee) and OMERS payments. After the first year of service, accrual of payment in lieu of notice for termination without cause will be on the basis of one additional month for each year of service to a maximum of twelve (12) months.

I require a written response from you accepting this offer of employment by the close of business on Friday August, 9th, 2019.

If you have any questions or concerns with the above or attached, please feel free to call.

I look forward to working with you and I am certain you will find the City of Greater Sudbury an interesting and rewarding organization, which will offer you continuous challenges and career growth.

Yours truly,



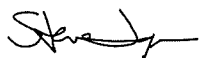
Ed Archer
Chief Administrative Officer

I acknowledge that I have had the opportunity to obtain independent advice with respect to this offer and I understand and accept the offer on the terms set out above.

ACCEPTED:

Date: August 8, 2019

Signature:


Steve Jacques

VIA E-MAIL

October 24, 2019

Joseph Nicholls

Email Address: joseph.nicholls@greatersudbury.ca

Dear Joe:

**RE: PERMANENT APPOINTMENT TO THE ROLE OF GENERAL MANAGER,
COMMUNITY SAFETY**

Following your extended service as the corporation's Interim General Manager, Community Safety and Chief of Fire and Paramedic Services, I am writing to confirm your permanent appointment to this role. Your service to the community and your contributions as a member of the corporation's Executive Leadership Team have been highly valued by members of City Council, your colleagues and me.

The duties and responsibilities of the position remain unchanged and are outlined in the attached job description. We will review this from time to time based on an assessment of circumstances that could prompt a change in duties or scope.

You will continue to be responsible for leading the Community Safety Department, reporting to me. Your office will be at the Lionel E. Lalonde Centre in Azilda, but this is subject to change as operational requirements evolve.

COMPENSATION

You will be paid an annual salary of \$185,769.36 (i.e., ELT Group 4, Step 5) payable bi-weekly in arrears. This salary will not be reviewed under any Job Evaluation/ Compensation Review System that CGS Council has adopted or may choose to adopt for its non-union employees. Rather, your salary will be adjusted annually by an equal percentage to the percentage increase in the All Canada Consumer Price Index for the previous year (i.e. in 2020, your salary will be adjusted by the percentage increase in the All Canada Consumer Price Index from December 2018 to December 31st 2019). The amount of the increase in any one (1) year will be capped at three point five (3.5%) percent.

As discussed, the position remains in Group 4. Nevertheless, as you are aware ELT plans to undertake discussions in the first quarter of 2020 to assess our organization structure and related service needs. If those discussions produce substantive changes

that result in additional services being included in the Community Safety portfolio, I will review the position's placement on the ELT pay scale. Such a review would also occur if there is ever a further compression adjustment to the Deputy Fire Chief rates.

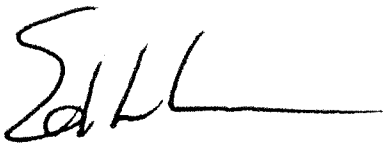
Your position requires the regular use of a vehicle. The corporation will provide an appropriately-equipped vehicle to support you in your role as Chief of Fire and Paramedic Services. This will include access to parking at the underground parking lot at Tom Davies Square. The provision of a vehicle is a taxable benefit, the value of which will be calculated using a formula provided by the *Income Tax Act*.

Your annual vacation entitlement remains unchanged. Similarly, the comprehensive benefit package with which you are already familiar remains in place. In addition, you will receive a monthly internet allowance in the amount of \$48.

I require a written response from you accepting this offer of employment by the close of business on Tuesday October 29, 2019. I remain available anytime to discuss this if you have any questions, or if you need more information.

Joe, I very much appreciate the leadership you've provided and the initiative you regularly demonstrate to make positive change happen not only within your department, but also throughout the corporation. You help build trust and confidence with our staff and the community we serve. There are many more opportunities for success and I look forward to realizing them with you.

Sincerely,



Ed Archer
Chief Administrative Officer

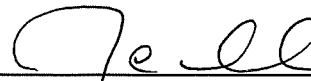
I acknowledge that I have had the opportunity to obtain independent advice with respect to this offer and I understand and accept the offer on the terms set out above.

ACCEPTED:

Date:

Oct 25/19.

Signature:



Joseph Nicholls