

June 14, 2016

[REDACTED]

[REDACTED]

Dear [REDACTED]:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act

On June 2, 2016, the City of St. John's received your request for access to the following records/information:

A copy of Neil Martin's employment contract

A copy of the 1980 resolution of Council re: sick leave payout and severance pay

A copy of any further policy of Council re: voluntary retirement

A copy of FOI Bylaw of 1987 (or 1988)

Answers to the following questions by Mayor and Council:

- 1. Were you advised by the HR Dept. or otherwise of the 1980 policy change?*
- 2. Were you involved in any discussions or decisions taken by Council with respect to the negotiation of Mr. Martin's employment contract or retirement and the dates of these meetings?*

The City of John's is able to provide the information noted below:

A copy of Neil Martin's employment contract

A copy of the 1980 resolution of Council re: sick leave payout and severance pay

A copy of any further policy of Council re: voluntary retirement

A copy of FOI Bylaw of 1987 (or 1988)

With respect to the remaining request, there is not a specific section of the Act that says it is not about questions, but the language of the Act refers to "records", as noted below:

8 (1) A person who makes a request under section 11 has a right of access to a record in the custody or under the control of the public body, including a record containing personal information about the applicant

Further, under "Definitions", Section 2 (y), record is defined as follows:

"record" means a record of information in any form, and includes a dataset, information that is machine readable, written, photographed, recorded or stored in any manner, but does not include a computer program or a mechanism that produced records on any storage medium;

ST. JOHN'S

Based on the above, we are not able to provide you with the following requested information/response:

Answers to the following questions by Mayor and Council:

3. *Were you advised by the HR Dept. or otherwise of the 1980 policy change?*

Were you involved in any discussions or decisions taken by Council with respect to the negotiation of Mr. [REDACTED]'s employment contract or retirement and the dates of these meetings?

Such questions could be posed directly by you to the Mayor and Council.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner is as follows:

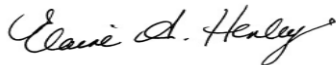
Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John's, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

If you have any further questions, please feel free to contact the undersigned by telephone at 576-8202 or by e-mail: ehenley@stjohns.ca.

Yours truly,



Elaine A. Henley
City Clerk
Enclosures

ST. JOHN'S

Access or correction complaint

42.(1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner's refusal under subsection 45(2).

THIS AGREEMENT made as of the 26th day of May, 2014.

BETWEEN:

CITY OF ST. JOHN'S, a municipal corporation incorporated under the provisions of the City of St. John's Act, RSNL 1990, c.C-17

(hereinafter referred to as "the Employer")
OF THE ONE PART

AND:

NEIL MARTIN, of the City of St. John's, in the Province of Newfoundland and Labrador

(hereinafter referred to as "City Manager")
OF THE OTHER PART

WHEREAS the Employer is a municipal corporation incorporated under the provisions of the City of St. John's Act, RSNL 1990, C-C-17 ("the Act");

AND WHEREAS s.5 of the Act vests the "control and management" of the affairs of the City of St. John's in the St. John's Municipal Council ("Council");

AND WHEREAS the City Manager, immediately prior to being appointed, was employed by the Employer in the capacity of Deputy City Manager – Corporate Services;

AND WHEREAS the Employer and the City Manager have agreed to enter into this Agreement in order to amend the existing employment relationship as set forth herein;

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

PART I – POSITION, RESPONSIBILITIES, BENEFITS, TERMINATION

Position and Term

1. (a) The City hereby appoints Neil Martin to the position of City Manager of the City of St. John's for the period commencing June 1, 2014, and ending May 31, 2016.

(b) No later than six (6) months from the expiration of this Contract, the City Manager shall, unless otherwise directed by Council, initiate an executive search to fill the position of City Manager. The City Manager agrees that, should a new City Manager be hired prior to the end of the Term, he shall continue working with the Employer as Special Transitional Advisor to the new City Manager until the end of the Term. During any said transitional period, the Special Transitional Advisor shall be remunerated at his then current rate of pay.

City Manager's Responsibilities

2. The City Manager shall well and faithfully perform all of the duties of City Manager as contained in the Act and in the attached Schedule "A" and also any such additional duties as may from time to time be prescribed by Council either by resolution, regulation, or by-law.

Remuneration

3. The Employer shall pay to the City Manager an annual base salary of \$197,735.00, and the City Manager, during the term of the Contract, shall receive the same percentage adjustments in base salary as received by the Employer's managerial group of employees.

Evaluation

4. The Mayor or designate, on behalf of the Employer, shall conduct an annual review and performance evaluation of the City Manager. The review shall be undertaken in accordance with such criteria as may be established by Council from time to time.

5. In addition to the annual review, the Mayor or designate may periodically meet with the City Manager for the purpose of discussing employment goals and objectives, performance, and generally providing direction with respect to Employer expectations. Such meetings may be arranged at the request of either the Employer or the City Manager.

Hours of Work

6. The City Manager shall devote his full time and attention to the discharge of his duties under this Contract and in accordance with the City of St. John's Act in that he shall devote that amount of time and attention normally expected of a chief administrative officer of a large municipal corporation. Specifically, the minimum work week will be forty hours from Monday to Friday, however, the undertaking of the work time over and above the minimum, or on weekends, will be as required from time to time to meet the needs of the Employer and the inhabitants of the City. It is acknowledged and agreed that no additional compensation will be paid for time worked beyond the stated minimum.

7. The City Manager undertakes and agrees not to commence any employment for any other person during the Term of this Contract. Notwithstanding the foregoing, the City Manager may accept part-time engagements to teach courses, chair or present panels, seminars and speeches, and undertake other activities unrelated to his employment with the City with the prior approval of Council, subject always to the caveat that such engagements and activities do not, in any way, constitute a conflict of interest, and do

not have the reasonable potential to interfere with his employment with the City, and are not contrary to any applicable legislation or policy.

Standard City Benefits/Pension Plans

8. The City Manager shall retain all benefits and pensions vested to the date of this Contract in relation to his past employment with the Employer and shall continue to participate in all standard benefit and pension plans as may be prescribed from time to time for the Employer's managerial group of employees.

Termination

9. The City Manager acknowledges and agrees that the Employer may terminate this Contract at any time in accordance with s.329 of the Act.

PART II – MISCELLANEOUS

10. For professional development and to be aware of up-to-date practice in other municipalities, the Employer shall provide membership fees for the City Manager in the Canadian Association of Municipal Administrators (CAMA) and shall indemnify him for the costs of attendance at the annual meeting of CAMA in accordance with the City's Travel Policy.
11. The City Manager acknowledges the right of the Employer to promulgate policies and procedures governing its employees and agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this Contract.
12. The City Manager acknowledges that any trade secrets or confidential information he becomes aware of or develops in the performance of his duties under this Contract shall be held by him in strictest confidence and not released without the express prior approval of the Council. The City Manager acknowledges that any benefits arising from

the development of such trade secrets shall be the sole property of the Employer. The City Manager further acknowledges that this restriction is reasonable on the part of the Employer and shall survive the termination of this Contract.

13. Any notice under this Contract shall be deemed to be valid if given in writing and delivered by hand as follows:

(a) to the Employer:

The City of St. John's
Office of the Mayor
City Hall
New Gower Street
St. John's, NL A1C 5M2


to the City Manager:

The City of St. John's
Office of the City Manager
City Hall
New Gower Street
St. John's, NL A1C 5M2

14. This Contract is not assignable, either in whole or in part by either Party.
15. This Contract is governed by the laws of the Province of Newfoundland and Labrador.
16. This Contract and Schedule "A" attached hereto constitutes the entire agreement between the Parties and there are no other collateral representations or warranties. The City Manager agrees that the Employer has made no pre-contractual representations, other than those specifically contained in this Contract, upon which the City Manager has relied in accepting the offer of employment.

17. In the event of a conflict between paragraphs 1 to 18 herein and anything contained in Schedule "A" hereto, the provisions of paragraphs 1 to 18 herein shall govern.
18. All terms and conditions contained in this Contract, including Schedule "A" hereto, shall be considered and interpreted consistent with relevant provisions of the City of St. John's Act as amended. Any inconsistencies or ambiguities that may exist between any provision of this Contract and the Act shall be resolved in favour of the Act. Insofar as any provision of this Contract may be in conflict with the Act, then the conflicting portion of the provision shall be severed and the remainder of the Contract shall remain in full force and effect.

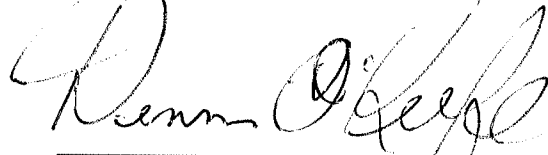
IN WITNESS WHEREOF the parties hereto have placed their hand and seal or at the hand of their signing officer duly authorized in that behalf placed their municipal seal on the date first above written.

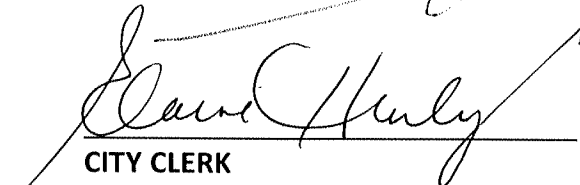

NEIL MARTIN


WITNESS

KAREN CHAFE
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2017.

CITY OF ST. JOHN'S


MAYOR


CITY CLERK

SCHEDULE "A"

**TERMS OF REFERENCE
CITY MANAGER**

(JOB DESCRIPTION)

Terms of Reference

The powers and obligations of The St. John's Municipal Council ("Council") in controlling and managing the affairs of the City of St. John's (the "City") are established pursuant to the City of St. John's Act, RSNL 1990, c.C-17 as amended (the "Act"). The powers and duties of the City Manager shall be those as assigned by Council herein and as may, by resolution, be amended from time to time and as may be established pursuant to the Act. Coincidental with the foregoing, the following Terms of Reference are to be interpreted in accordance with section 18 of the Contract.

1.0 POWERS OF COUNCIL

1.1 Council shall have all the rights, powers, and responsibilities as prescribed in the Act and all other applicable legislation. Nothing in the Contract, including this Schedule "A" shall be interpreted as abrogating or limiting the same.

2.0 DUTIES AND RESPONSIBILITIES OF THE CITY MANAGER

2.1 The City Manager is the chief administrative officer of the City and head of its administrative branch and is responsible to Council for the proper planning, execution, conduct and the property administration of the affairs of the City in accordance with the policies determined by Council.

2.2 The City Manager shall perform all duties and functions as Council may, from time to time, assign.

2.3 Without limiting the generality of the foregoing, specific duties of the City Manager are as set out below and may be amended from time to time by Council. The City Manager:

- (a) shall provide advice and make recommendations regarding the establishment or making of by-laws, regulations, policies and procedures, and resolutions by Council and shall oversee and supervise the implementation of same;
- (b) shall provide advice and make recommendations to Council in respect of operational, fiscal, social, recreational, cultural policies, priorities and/or objectives that Council may, from time to time, establish;
- (c) shall provide advice and make recommendations to Council relating to the adoption of such policies, procedures and measures as he may deem necessary or expedient for the growth and development of the City and/or for improvement of administrative services;
- (d) shall introduce organizational and administrative practices to increase efficiency and effectiveness in City operations;
- (e) shall report to Council and make recommendations concerning all aspects of the operation, regulation of the affairs and activities of the City;
- (f) shall supervise and report to Council upon the performance of all contracts entered into by the Council and satisfy himself that the terms of such contracts have been fulfilled;
- (g) shall make recommendations to Council concerning the maintenance and construction of City property, facilities and services and for the development, expansion and improvement thereof;
- (h) shall ensure that Council decisions, regulations, and orders are implemented and enforced;

- (i) shall direct the preparation of the City's operating and capital budgets on an annual and such other basis as the Council may direct, consistent with Council's defined fiscal and operational priorities and make recommendations the budget to the Council;
- (j) shall supervise the collection of revenues and control and administer expenditures of the City and report thereon to the Council;
- (k) shall coordinate, supervise, and direct the activities of all departments of the City;
- (l) shall, subject to the Act and the provisions of any collective agreements, have the power to appoint, direct the work of, and terminate all City employees except those employees in business units that are directly established under Council's authority to create boards or commissions;
- (m) shall, subject to the Act, direct the work of statutory city officials and departments heads and, notwithstanding s.2.3(1) herein, shall provide advice and make recommendations to Council regarding the appointment or termination of statutory city officials and department heads;
- (n) shall supervise the conduct of negotiations with trade unions representing Council employees and make recommendations to Council respecting wages, salaries and working conditions of employees and supervise any collective agreement entered into with respect to them;
- (o) shall initiate and encourage participating in training and skill development programs designed to improve the performance of City employees; and to

develop a human resource base designed to meet current and future needs of the City;

- (p) shall initiate and encourage management development programs so as to create a management team that can plan for and meet future challenges;
- (q) shall be notified of and attend, or be represented by his designate, at all meetings of the Council, unless excused by the Mayor;
- (r) may take part in the discussion of all matters coming before a meeting of the Council or its committees, without any voting privileges;
- (s) may, from time to time, delegate any or all of his powers and duties to such officers of the Council as he may deem appropriate, except such of his powers and duties as the Council may specifically exempt from delegation and except in the case of an emergency when all said powers and duties may be delegated without reservation;
- (t) shall, in the event of a declared emergency or natural disaster, exercise such control and powers in relation to the City and the functioning of same as permitted by applicable legislation and as the circumstances may reasonably require; and shall coordinate the City's response to any said emergency with other governmental and non-governmental emergency measures organizations as the circumstances require; and
- (u) shall carry out such other duties and exercise such other powers as may from time to time be vested in him by the Council.

2.4 The City Manager shall not disobey, disregard, or overrule any decision of Council on penalty of dismissal.

2.5 Where it is provided that the City Manager may or shall make a recommendation or provide advice, Council may receive and consider the same, but is not bound to follow it, nor is the recommendation of the City Manager a condition precedent to action by Council except as provided by ss.104(4)(d) and 106(2)(d) of the Act or as otherwise provided by applicable statute.

3.0 OTHER

3.1 Where the City Manager is unable because of absence, illness or other cause, to exercise or perform his duties, Council shall have the power to appoint a qualified person to exercise the powers or perform the duties of that office for the period that may be necessary.

3.2 Except as provided otherwise in the Act or other applicable legislation, s.49 of the Act prohibits the Mayor, a member of Council, or Council as a whole from directly or indirectly interfering with the employment or discharge of employees. Further, the section that provides that a City employee or other person in charge of or performing work for the City shall not in the performance of his or her duties, obey or follow the instructions of any member of Council except as provided through the organizational chain of command.

THIS AMENDING AGREEMENT made as of the 12th day of November, 2015.

BETWEEN:

CITY OF ST. JOHN'S, a municipal corporation incorporated under the provisions of the City of St. John's Act, RSNL 1990, c.C-17

(hereinafter referred to as "the Employer")
OF THE ONE PART

AND:

NEIL MARTIN, of the City of St. John's, in the Province of Newfoundland and Labrador

(hereinafter referred to as "City Manager")
OF THE OTHER PART

WHEREAS the Employer is a municipal corporation incorporated under the provisions of the City of St. John's Act, RSNL 1990, C-C-17 ("the Act");


AND WHEREAS there is an Employment Contract in place between the Employer and the City Manager, which Employment Contract is dated May 26, 2014;

AND WHEREAS the Parties hereto seek to amend the Employment Contract as more particularly set forth in this Amending Agreement;

THIS AMENDING AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. Clause 1(a) of the Employment Contract shall be amended by deleting "May 31, 2016" and replacing it with "October 31, 2017".
2. This Amending Agreement shall be appended to and form part of the Employment Contract, all other terms and conditions of which shall remain in full force and effect except insofar as may be necessary to give effect to Clause 1 herein.

IN WITNESS WHEREOF the Parties hereto have placed their hand and seal or at the hand of their signing officer duly authorized in that behalf placed their municipal seal on the date first above written.

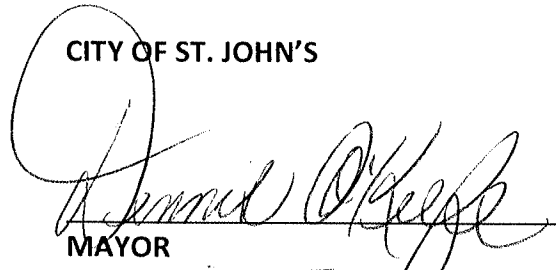


NEIL MARTIN

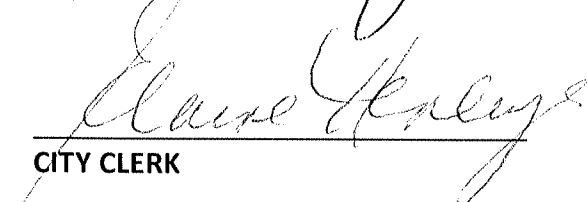


WITNESS

KENESSA CUTLER
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador.
My commission expires on December 31, 2019.


CITY OF ST. JOHN'S


MAYOR



CITY CLERK



Re: ATIPP Request - 
Neachel Keeping to: Elaine Henley
 Cc: Karen Chafe, Alanna Wicks

2016/06/07 10:17 AM

History: This message has been replied to.

Hi Elaine,

We did not find much, unfortunately. Attached is a minutes referencing the change in the sick leave plan dated 1980. Don't know if it's useful but sending anyway.

As we could not find much, here's a listing of what we looked at:

- By-Law Database - Viewed 1331 and 1481 - Not relevant
- City Acts - 1977 and 1980
- Council Minutes [Regular and Special 1980 - 1984] - Copied special minute re: sick leave plan March 19, 1980.
- RG 09-01, Legal files: Box 218 re: Reorganization / severance
- RG 01-01, City Clerk: Management Pay Policy, Box 167 (2001)
- RG 01-01, City Clerk: Request for info Under Freedom of information By-Law, Box 154 (1998)
- RG 2-01 Retirement (Employees), Box 12 (1999)

Thanks.

Neachel Keeping, M.A B.A.
 Archivist
 City of St. John's Archives
 P. O. Box 908
 St. John's, NL A1C 5M2
 (709) 576-8167
 (709) 576-8254 (fax)
 www.stjohns.ca

Please note Reference Room hours are Monday - Wednesday 9:00am-4:00pm



#005 June 2016 ATIPP Neil Martin March 19 1980 Special Minutes.pdf

Neachel Keeping

ummmm interesting Neachel Keeping, M.A B.A.

2016/06/02 04:05:32 PM

From: Neachel Keeping/CSJ
 To: Alanna Wicks/CSJ, Jennifer Squires/CSJ@CSJ
 Date: 2016/06/02 04:05 PM
 Subject: Fw: ATIPP Request -

ummmm interesting

Neachel Keeping, M.A B.A.
 Archivist
 City of St. John's Archives
 P. O. Box 908
 St. John's, NL A1C 5M2
 (709) 576-8167
 (709) 576-8254 (fax)
 www.stjohns.ca

Please note Reference Room hours are Monday - Wednesday 9:00am-4:00pm

----- Forwarded by Neachel Keeping/CSJ on 2016/06/02 04:04 PM -----

From: Elaine Henley/CSJ
To: Kevin Breen/CSJ@CSJ
Cc: Council_group, Karen Chafe/CSJ@CSJ, Neachel Keeping/CSJ@CSJ
Date: 2016/06/02 02:49 PM
Subject: ATIPP Request -

Good Afternoon:

We received an ATIPP request on today's date looking for the information contained in the attached memo.

Elaine

ELAINE A. HENLEY
City Clerk
Office of the City Clerk
10 New Gower Street
P.O. Box 908
St. John's NL A1C 5M2
Telephone - (709) 576-8202
Cell - (709) 691-0451

Elaine Henley

Good Afternoon: We received an ATIPP request...

2016/06/02 02:49:42 PM

From: Elaine Henley/CSJ
To: Kevin Breen/CSJ@CSJ
Cc: Council_group, Karen Chafe/CSJ@CSJ, Neachel Keeping/CSJ@CSJ
Date: 2016/06/02 02:49 PM
Subject: ATIPP Request -

Good Afternoon:

We received an ATIPP request on today's date looking for the information contained in the attached memo.

Elaine

[attachment "Memo to HR - Neil Martin.pdf" deleted by Neachel Keeping/CSJ]

ELAINE A. HENLEY
City Clerk
Office of the City Clerk
10 New Gower Street
P.O. Box 908
St. John's NL A1C 5M2
Telephone - (709) 576-8202
Cell - (709) 691-0451

participating institutions involved in the Annual Crafts Exhibition.

It was decided on motion of Councillor Innes, seconded by Councillor Baird: That the request be approved.

The City Manager submitted a report indicating the circumstances surrounding the suspension of [redacted] and recommending that his employment with the City be terminated.

It was decided on motion of Councillor Innes, seconded by Councillor Osborne: That this recommendation be accepted. The motion was carried with Councillor Wells abstaining.

At this point the City Manager reported to Council that both C.U.P.E. 569 and 1289 had accepted the recently negotiated Collective Agreements; and that the new Agreements will, in both cases, be effective for an eighteen month period from 1980 01 01. He submitted, for Council's information, the results of negotiations; and recommended that Council approve the new Contracts; and that no information be released to the Press until a suitable time has been arranged for a joint release.

The City Manager noted that one of the significant changes is a new Sick Leave Plan for employees hired after 1979 12 31. He noted that the new Plan eliminates the need to pay unused Sick Leave to employees leaving the service of the City. He also recommended that the same Plan be adopted by Council for Non-Union Employees hired in the future. This Plan will permit accumulation of two hundred sixty days Sick Leave, with no payment of accumulated Sick Leave being made on termination, death or retirement. Employees, however, retiring at pensionable age, will receive one week's pay for every year of service as a retirement gratuity.

The City Manager pointed out that to secure agreement on the new Sick Leave Plan, it was agreed that all 569 and 1289 C.U.P.E. employees be paid a single payment of \$500.00.

He further indicated that settlement in both cases, from a monetary point of view, amounts to an increase in salaries over an eighteen month period of 9%. However, the "up-front" cost will be 13.6%.

C.U.P.E. 569:
C.U.P.E. 1289:
Collective Agreements:

Sick Leave Plan:

BY-LAW NO. 1481

FREEDOM OF INFORMATION BY-LAW

PASSED BY COUNCIL ON JUNE 21, 2005

Pursuant to the powers vested in it under the City of St. John's Act, R.S.N. 1990, c.C-17, as amended and all other powers enabling it, the City of St. John's enacts the following By-Law ensuring freedom of information for the general public of the City of St. John's.

FREEDOM OF INFORMATION BY-LAW

1. **Public and Private Meetings**

1.1_ Only matters of a personnel or legal nature, intergovernmental matters where discussion at a public meeting would be prejudicial to the interests of the citizens of the City or the Province and recommendations of the Payment Review Board shall be placed on the agenda for Special Meetings of Council; and discussion of these matters shall be confined to Special Meetings of Council.

1.2_ All matters not encompassed by the provisions of Section 1.1 shall be placed on the agenda for Public Meetings of Council.

1.3_ In the event of a dispute as to whether or not a matter should be placed on the agenda for a Special Meeting of Council or on the agenda for a Public Meeting of Council, a majority vote of Council at a public meeting of Council shall determine the appropriate agenda.

2. A Councillor shall not have access to the personnel files of City employees without the approval of Council.

3. **Committee Reports**

3.1 All Committee meetings of Council shall be open to the public. Should a dispute as to confidentiality of a matter arise at a Committee meeting, a majority vote of Committee Members shall be required to exclude the public from the said meeting.

3.2 In the event that a matter is declared confidential, such declaration must be reported to Council in the form of a Committee report. A majority vote of Council shall then be required if such confidentiality is to continue.

4. **Collective Agreements, Employment Contracts**

4.1 All collective agreements and any individual contracts of employment shall be entered into the public record of the City.

4.2 It shall be a violation of this By-Law for Council to vote for any financial benefit to any Member of Council or any member of Staff at a private meeting.

4.3 All individual contracts of employment shall be placed on the agenda of a public meeting of Council for its consideration and decision.

5. Tax Concessions

5.1 Corporations seeking tax concessions must be prepared to publicly justify their case; and no discussions of tax concessions shall be permitted at Special Meetings.

5.2 All Council votes on tax concessions must be preceded by a four week notice to the general public of such vote.

6. General

6.1_ Travel expenditures by Council and Senior Staff shall be itemized and published quarterly. Itemization of all out of province travel expenditures shall include the following:

- i) name of person travelling;
- ii) event attended;
- iii) location of event attended; and
- iv) total cost of trip.

7. Amendments to the Freedom of Information By-Law

A 2/3 vote of Council is required to amend the provisions of this By-Law.

8. This By-Law applies to all boards, commissions and committees appointed by Council.