THE COUNCILLORS' WARD ALLOWANCE (CWA) FUND POLICY

Adopted by Council September 28, 2011
(amended June 25, 2014, December 10, 2014, October 28, 2015, October 26, 2016, June 21, 2017, October 25, 2017, May 24, 2018)

COUNCILLOR'S ASSISTANTS

Councillors' Assistants	
Eligible expense • Councillors may engage staff to assist them on a full-time or part-time basis • Staff employed are considered political appointments and are not employees of the City of Winnipeg • Councillor's Assistants will be governed by the ~~Councillors' Secretariat Code of Conduct~~ Code of Conduct for Members of Council attached as Schedule A to By-law No. 19/2018 (See Appendix C for Code of Conduct adopted by City Council on April 26, 2018) • All assistants must be retained under the terms of the employment contract (Appendix D) • Appointments cannot extend beyond the term of the Councillor • All assistants shall be employed pursuant to the CWA policy and shall execute the employment contract prior to commencement of employment • The employment contract will be between the Councillor and the assistant. Neither the employment contract nor the CWA policy shall in any sense be construed so as to create the relationship of employer and employee between the City of Winnipeg and the assistant. • Access to the Councillor's office shall be by access card and limited to regular office hours. Access on weekends will be by arrangement with the City Clerk • A severance allowance of one week's pay per year of service, up to a maximum of eight weeks pay will be provided as required.	**Ineligible expense** • Individuals holding elected political office shall not be eligible for employment as a Councillor's assistant • Councillors cannot employ a relative (husband or wife, including common law spouse, child parent, brother, sister (including foster and step), parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law; nephew or niece • An assistant cannot be any person employed or contracted by the City of Winnipeg • An assistant involved in litigation with the City of Winnipeg must advise the Councillor and the matter must be brought forward to the Governance Committee • An Assistant cannot perform political duties, including attending meetings of boards or commissions to which the Councillor has been appointed by Council • An assistant shall not be eligible for appointment by Council to boards, commissions or committees

APPENDIX D

COUNCILLOR'S ASSISTANT AGREEMENT

THIS AGREEMENT made in duplicate the day of , A.D. 20 .

BETWEEN:

COUNCILLOR _____,
(hereinafter called "the Councillor"),

OF THE FIRST PART,

- and -

_____,
(hereinafter called "the Assistant"),

OF THE SECOND PART.

WHEREAS the Councillor is desirous of retaining the services of the Assistant for the position of Councillor's Assistant.

AND WHEREAS the Assistant has agreed to perform the duties and responsibilities of this position;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Councillor hereby engages the Assistant, on a contract basis, to perform the duties hereinafter set for a period of one (1) year from _____ to _____ or unless earlier terminated in accordance with the provisions of this Agreement.

2. Subject to the terms and conditions of this Agreement, the term of this Agreement may be extended for a further period of one (1) year but in no event beyond the Councillor's term of office on terms and conditions mutually agreed to by the parties.

3. The Assistant agrees to undertake the duties and the responsibilities assigned to him/her from time to time as the Councillor's Assistant.

4. For work and services to be performed by the Assistant, the Councillor shall pay him/her the sum of $ _____ bi-weekly.

5. Benefits as identified on the attached Schedule of Benefits, including vacation pay and other benefits as required by *The Employment Standards Act*, including health benefits which are payable after six months of service in accordance with the terms and conditions of the relevant group insurance policy.

Councillors' Assistant Agreement (continued)

6. Subject to *The Employment Standards Act*, the Assistant is not entitled to be paid for time missed due to illness, injury or any other reason.

7. The Assistant is entitled to return to employment as the Councillor's Assistant upon recovery from an illness or injury so long as the Assistant is capable of performing the duties and responsibilities of the Councillor's Assistant, on the understanding that:

   (a) the Assistant shall provide, upon the Councillor's request, medical evidence satisfactory to the Councillor demonstrating that the Assistant is capable of performing the duties and responsibilities of the Councillor's Assistant. At the option of the Councillor, said medical evidence shall include an examination by a physician of the Councillor's choosing.

   (b) the Assistant is not entitled to return to employment following an illness or injury if this Agreement has terminated or if the Assistant's engagement has terminated for some other reason prior to his/her recovery from the illness or injury.

8. All information obtained by the Assistant in the performance of his/her duties as Councillor's Assistant shall be kept confidential except as reasonably required in the course of his/her duties and responsibilities as Councillor's Assistant.

9. The Assistant shall abide by Code of Conduct for Councillors' Assistants and Special Project Personnel adopted from time to time by the Governance Committee of Council as well as to the Code of Conduct for Members of Council, attached as Schedule A to the Members of Council Code of Conduct By-law No. 19/2018.

10. The Assistant shall advise the Councillor of any involvement in litigation with The City of Winnipeg or any business or other personal/private interest which could represent a conflict of interest, and the Councillor shall disclose this information to the Governance Committee of Council. The Councillor and the Assistant shall avoid any situations that may result in either a real or perceived conflict of interest.

11. At the termination of this Agreement, for whatever cause or no cause at all, the Assistant shall turn over to the Councillor, all records and books of account and all property that may belong to the Councillor or The City of Winnipeg.

12. The Assistant's engagement hereunder may be terminated:

   (a) by the Councillor at any time without compensation for cause, in which event the Assistant shall only receive all monies due and owing or accruing due to him/her pursuant to this Agreement as ascertained up to the date of termination;

   (b) by either party without cause upon two (2) weeks' written notice, in which event the Assistant shall only receive all monies due and owing or accruing due to him/her pursuant to this Agreement as ascertained up to the date of termination;

Councillor's Assistant Agreement (continued)

(c) in the event that the Councillor retires or otherwise ceases to act as Councillor, and the Assistant shall only be paid all amounts due and owing or accruing due to him /her as of the date the Councillor retires or otherwise ceases to act as Councillor.

13. In the event of the death of the Assistant, all amounts due and owing or accruing due to him/her as of the date of such death shall only be paid.

14. For greater certainty, the termination of an Assistant's engagement pursuant to 12 (b), 12 (c) and 13 shall not limit or detract from any insurance or other benefits under this Agreement to which the Assistant may be entitled as of the date of the termination.

15. Any notice required by this Agreement to be given shall be deemed to be satisfactory if sent by registered mail. Notice shall be deemed to have been received three (3) days after the mailing of such notice. The mailing addresses for the purpose of such notices shall be as follows:

On the Assistant:

_____

Winnipeg, MB _____

SIN _____

On the Councillor

Councillors' Office
The City of Winnipeg
Council Building, 510 Main Street
Winnipeg, Manitoba R3B 1B9

16. This Agreement, and the section(s) of the Councillors' Ward Allowance (CWA) policy requirements applicable to Councillors' Assistants, constitute and express the whole agreement of the parties hereto with reference to the engagement of the Assistant by the Councillor and with reference to any of the matters or things herein provided for, or herein before discussed or mentioned with reference to such engagement, all promises, representations and undertakings relative thereto being merged herein. The Councillor shall make a copy of the Councillors' Ward Allowance (CWA) policy requirements available to the Assistant.

17. This Agreement shall not be assigned.

18. The Councillor and the Assistant acknowledge that The City of Winnipeg is not involved in any manner whatsoever in the engagement of the Assistant and has no responsibility to either party in their performance of this Agreement.

19. This Agreement shall be construed, performed and enforced according to the laws of the Province of Manitoba.

20. Time shall be of the essence of this Agreement.

Councillor's Assistant Agreement (continued)

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	)	
_____ Witness	)	_____
_____ Witness	)	_____

CODE OF CONDUCT

COUNCILLORS' ASSISTANTS AND SPECIAL PROJECT PERSONNEL

1. Councillors' Assistants and special project personnel must observe the highest standards of conduct in the performance of their duties, regardless of personal considerations. Their conduct in their official affairs must be above reproach at all times.

2. Councillors' Assistants and special project personnel shall not be accorded any special consideration, treatment, privilege or advantage beyond that which is available to all individual citizens.

3. Councillors' Assistants and special project personnel shall attire themselves in a professional manner in accordance with the workplace environment.

4. Councillors' Assistants and special project personnel may at times be in a privileged informational position and as such:

   - Shall not disclose confidential information concerning the property, government or affairs of the City without proper authorization from their supervising Councillor,

   - Shall be ineligible to bid or lease in regards to City projects or City-owned land or materials,

   - Shall not accept any gift, commission, reward, advantage or benefit of value from any person, firm or corporation which is interested directly or indirectly in any manner in business dealings with the City,

   - Shall not participate in any appearances relating to their involvement in private interests before Committees of Council, City Council, or before any Board, Commission or other Agency established by the Council, where such appearance could represent a conflict of interest.

5. Councillors' Assistants and special project personnel shall not use or permit the use of city-owned vehicles, equipment, material or property for their personal convenience or profit.

6. Councillors' Assistants and special project personnel shall not benefit from the use of any information acquired in the course of their duties which is not available to the public.

7. Councillors' Assistants and special project personnel shall conduct themselves in a professional and courteous manner in their day-to-day workings with other personnel including staff. Should any form of conflict arise, such conflict should first be addressed by the respective Councillors and furthered to the Speaker for adjudication if not resolved.

8. Councillors' Assistants will comply with the provisions of the Code of Conduct for Members of Council attached as Schedule A to the Members of Council Code of Conduct By-law No. 19/2018.