THIS AGREEMENT is dated for reference _____, 20_____

BETWEEN:

_____,

(the "Councillor"),

- and -

_____,

(the "Staff Member").

***BACKGROUND*:**

A. The Councillor was elected pursuant to *The City of Winnipeg Charter*, SM 2002, c 39, to act as a member of council of The City of Winnipeg (the "City").

B. The Staff Member is an individual who resides in _____, Manitoba.

C. The Councillor and Staff Member enter into this agreement to set out the terms of the Staff Member's employment with the Councillor (the "Agreement").

TERMS OF EMPLOYMENT AGREEMENT:

1. The Staff Member's one-year term employment with the Councillor will start on _____ (the "Start Date") and end on _____ (the "End Date") unless terminated earlier:

    a. in accordance with the termination provisions below; or

    b. on the date that the Councillor ceases to act as Councillor.

2. The Staff Member agrees that they are not employed by the City.

3. The Councillor will assign the Staff Member with duties and responsibilities and set hours of work.

4. The Councillor will pay the Staff Member $_____ biweekly / hourly less required statutory deductions.

5. The Councillor will provide the Staff Member with benefits that are at least:

    a. as minimally required by *The Employment Standards Code*, CCSM c E110, including that the Councillor:

        i. provides vacation time; and

        ii. does not provide paid sick time or paid time for other leaves unless required; and

    b. in accordance with the *Councillors' Ward Allowance Fund Policy*, City Policy No. CO-006 (the "*CWA*"), as amended from time to time, including:

        i. group health benefits; and

        ii. opportunity to participate in a Registered Retirement Saving Plan with matching employer contribution up to a maximum contribution of _____ % of pay.

[*Drafting note: prior to entering into an agreement, Councillor may at their discretion remove paragraphs 5(a) and/or 5(b)*]

6. The Staff Member agrees to abide by all applicable City by-laws and policies, as passed and amended from time to time, including the:

    a. *CWA* including the Code of Conduct for Councillors' Assistants and Special

Project Personnel; and

b. Code of Conduct for Members of Council, attached as Schedule A to the *Members of Council Code of Conduct*, By-law No. 19/2018.

7. The Staff Member declares that they have no conflict of interest which may preclude them from accepting or performing the position of Staff Member.

8. The Staff Member agrees to notify the Councillor of any potential conflict of interests as they arise during their tenure.

9. The Staff Member may terminate their employment in advance of their End Date by providing two weeks written notice to the Councillor.

10. The Councillor may terminate the Staff Member's employment in advance of their End Date:

    a. for cause without notice; or

    b. at any time by providing working notice, payment in lieu of notice, or a combination, in accordance with the minimum notice requirements set out in *The Employment Standards Code,* CCSM c E110, being:

        i. one week, if employed by the Councillor for a continuous period of less than one year;

        ii. two weeks, if employed by the Councillor for a continuous period of at least one year and less than three years;

        iii. four weeks, if employed by the Councillor for a continuous period of at least three years and less than five years;

iv. six weeks, if employed by the Councillor for a continuous period of at least five years and less than ten years; and

v. eight weeks, if employed by the Councillor for a continuous period of at least ten years.

11. This Agreement will terminate on the Staff Member's End Date if not terminated earlier in accordance with the above provisions.

12. At the termination of this Agreement, the Staff Member will promptly deliver to the Councillor all property of or relating to the affairs of the Councillor.

13. All confidential information obtained by the Staff Member in the performance of their duties with the Councillor will be kept confidential during the Staff Member's employment and after the termination of employment for any reason whatsoever, except where:

    a. reasonably required in the course of their duties as a Staff Member and in compliance with all applicable legislation and City Council policies;

    b. required at law; or

    c. with advance written approval by the Councillor.

14. Any notice required by this Agreement will be deemed to have been received when personally served, when sent through inter-office mail or email, or in the case of delivery by registered mail only, three days after the mailing of such notice. The addresses for the purpose of such notices will be as follows:

On the Councillor:

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

Email address: _____

On the Staff Member:

Mailing address: _____
_____
_____

Email address: _____

15. This Agreement constitutes the whole agreement of the parties regarding the employment of the Staff Member by the Councillor. Should there be any conflict between this Agreement and any other agreement or representation, the terms of this Agreement will prevail.

16. This Agreement may not be assigned by either party.

17. This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba and is subject to the exclusive jurisdiction of the courts of the Province of Manitoba.

18. In the event that any provision of this Agreement is found to be void, invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, such finding will not affect the enforceability of any other provisions of this Agreement.

19. The Staff Member acknowledges that they have read and understood this

Agreement and have had the opportunity to obtain legal advice about it.

SIGNED in the presence of:)
)
_____)
Witness signature)
)
_____)
Witness name printed)
)
_____)
Witness address)

_____
Staff Member signature

Signature date: _____

EMPLOYER SIGNATURE:

_____
Councillor signature

Signature date: _____

APPROVED BY DEPUTY CITY CLERK:

_____
Deputy City Clerk signature

Signature date: _____

CODE OF CONDUCT – COUNCILLORS' STAFF

1. Councillors' Staff 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' Staff shall not be accorded any special consideration, treatment, privilege or advantage beyond that which is available to all individual citizens.

3. Councillors' Staff shall attire themselves in a professional manner in accordance with the workplace environment.

4. Councillors' Staff 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' Staff shall not use or permit the use of city-owned vehicles, equipment, material or property for their personal convenience or profit.

6. Councillors' Staff 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' Staff 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' Staff 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.