

THIS AGREEMENT is made in duplicate this 9th day of December, 2019

BETWEEN:

THE CITY OF WINNIPEG,
hereinafter called (the "City"),

OF THE FIRST PART,

- and -

MICHAEL RUTA,
of the City of Winnipeg, in the Province of Manitoba,
hereinafter called ("the Interim Chief Administrative
Officer" or "the Interim CAO"),

OF THE SECOND PART.

WHEREAS by Council direction on May 16, 2019, in accordance with section 96 of the *City of Winnipeg Charter*, SM 2002, c.39 (the "Charter"), the City appointed the Interim CAO as the City's Interim CAO (see attached **Appendix "A"**); and

WHEREAS the City and the Interim CAO wish to enter into an Agreement governing the terms and conditions of the Interim CAO's employment as the City's Interim CAO;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the employment of the Interim CAO on the following terms and conditions:

1. CONTINUATION OF CFO AGREEMENT TERMS

It is agreed that prior to the effective date of this Agreement, the Interim CAO was employed as the Chief Financial Officer of the City and was subject to the terms of that employment agreement dated July 19, 2012 and attached to this Agreement as **Appendix "B"** (the "CFO Agreement").

In addition to the terms and conditions of this Agreement, the terms and conditions of the CFO Agreement shall continue in force and effect, including without limitation the following terms:

- a) Fiduciary relationship;
- b) Conflicts of interest;
- c) Employment benefits;

d) Confidentiality and non-disclosure;

e) Professional development;

except where such terms clearly conflict with the terms of this Agreement or where such terms clearly conflict with the duties and responsibilities of the Interim CAO position.

For greater certainty, should there be any conflict between this Agreement and the terms and conditions of any prior employment, the terms and conditions of this Agreement shall take precedent during the term of this Agreement.

2. EMPLOYMENT, START DATE, AND TERM OF AGREEMENT

The City hereby employs the Interim CAO and the Interim CAO hereby accepts the employment, effective Friday, May 24, 2019 at 4:30pm.

The employment shall continue until:

- a) 8:30am on the date on which a new Chief Administrative Officer commences employment; or
- b) on such earlier date as may be determined by Council in its sole discretion; or
- c) on such earlier date as requested by the Interim CAO with appropriate notice and for compelling reason.

Upon termination of his employment as Interim CAO, the Interim CAO will be returned to his former position as Chief Financial Officer, and shall be subject to the terms of the CFO Agreement exclusively, including the termination provisions set out therein.

3. DUTIES AND RESPONSIBILITIES

3(1) The Interim CAO shall work for the City as its Interim CAO with all the duties and responsibilities assigned to that position:

- (a) pursuant to *The City of Winnipeg Charter* (the "Charter"), the regulations and by-laws passed pursuant to the Charter, as amended from time to time;

- (b) pursuant to other legislation or the City's corporate by-laws, as amended from time to time; and
- (c) such other duties as assigned from time to time by the Executive Policy Committee ("EPC"), and/or Mayor and Council.

3(3) The Interim CAO agrees to complete, execute, and comply with the *Statement of Assets and Interests* attached hereto as **Appendix "C"**.

4. **REPORTING**

During the term of this Agreement, the Interim CAO shall report to the EPC in accordance with section 62(1)(d) of the Charter, and shall be subject to the supervision of the EPC.

5. **REMUNERATION**

5(1) **SALARY**

As of start date, the City shall pay the Interim CAO annually the sum of \$259,783.84, payable bi-weekly in arrears and less all statutory deductions.

5(2) The Interim CAO shall also be entitled to any general wage increase granted to those in the Senior Management Team.

6. **SERVICE**

Any notice required by this Agreement to be given shall be deemed to be satisfactory if delivered in person or sent by inter-office or registered mail. Notice shall be deemed to have been received when personally served, when received through inter-office mail, or in the case of delivery by registered mail only, three (3) days after the mailing of such notice. The mailing addresses for the purpose of such notices shall be as follows:

On the City:

Mayor Brian Bowman
The City of Winnipeg
Council Building
510 Main Street
Winnipeg, Manitoba R3B 1B9

On the Interim CAO:

Mr. Michael Ruta



7. INDEMNIFICATION

If a criminal action, a civil action, or a proceeding before an administrative body is commenced against the Interim CAO which action or proceeding arises out of the Interim CAO's actions while in the performance of their duties and provided such actions do not constitute a disregard or neglect of their duties, then the Interim CAO shall forthwith advise the EPC of such action or proceeding. The Interim CAO may request that the City appoint counsel to represent the Interim CAO in that action or proceeding, and further request that the City cover any associated costs, damages, fees, and settlement amounts related to that action or proceeding.

Should the EPC determine, in its sole discretion, that the Interim CAO's actions arose out of the performance of the Interim CAO's duties and did not constitute a disregard or neglect of their duties, and should the EPC determine in its sole discretion that legal representation at the action or proceeding is appropriate, the City shall cover the Interim CAO's reasonable legal fees for representation at the proceedings. Counsel shall be of EPC's choosing following consultation with the Interim CAO.

At the termination of the action or proceeding and upon review of all information, should the EPC determine, in its sole discretion, that the Interim CAO's actions arose out of the performance of their duties and did not constitute a disregard or neglect of their duties, the City shall cover the associated costs, damages, fees, and settlement amounts that relate to that action or proceeding.

In this section, the term "administrative body" includes external entities such as:

- i) A professional regulatory body;
- ii) A licensing or certifying body; and
- iii) An administrative tribunal;

but does not include internal entities such as:

- i) Internal City of Winnipeg disciplinary bodies and decision makers;

- ii) Internal City of Winnipeg investigatory bodies and decision makers;
- and
- iii) City of Winnipeg appeal committees, bodies, or decision makers.

8. GOVERNING LAW/JURISDICTION

This Agreement shall 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.

9. SEVERABILITY


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 any provision of this Agreement, which will continue to be in full force and effect.

10. INDEPENDENT LEGAL ADVICE


The Interim CAO acknowledges reading and understanding this Agreement. The Interim CAO has had the opportunity to obtain legal advice.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

THE CITY OF WINNIPEG

Per: 

Mayor



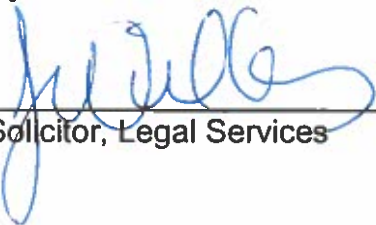
City Clerk

Certified as to contract details:



Chief Corporate Services Officer

Legally Reviewed and Certified as to Form:



City Solicitor, Legal Services

MICHAEL RUTA

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

Brenda Auch.)
Witness)

Name: Brenda Auch)
(please print))

Address: 2nd Floor - 510 Main St.)
(please print))



MICHAEL RUTA

APPENDIX "A"

**Council Minutes
May 16, 2019**

Minute No. 320

Report – Executive Policy Committee – May 7, 2019

**Item No. 5 Appointments of Interim Chief Administrative Officer and
Interim Chief Financial Officer**

COUNCIL DECISION:

Council concurred in the recommendation of the Executive Policy Committee and adopted the following:

1. That Chief Financial Officer Michael Ruta be appointed as the interim Chief Administrative Officer, effective as of 4:30 p.m. on May 24, 2019.
2. That Corporate Controller Paul Olafson be appointed as the interim Chief Financial Officer, effective as of 4:30 p.m. on May 24, 2019.
3. The Proper Officers of the City do all things necessary to implement the intent of the foregoing.

Report – Executive Policy Committee – May 7, 2019**DECISION MAKING HISTORY:**

Moved by His Worship Mayor Bowman,

That the recommendation of the Executive Policy Committee be adopted.

At the request of Councillor Lukes and in accordance with Rule 20 of the Procedure By-law, the Speaker advised that Recommendations 1, 2 and 3 would be voted on separately.

The motion for the adoption of Recommendation No. 1 was put and declared carried.

Councillors Lukes and Klein asked to be recorded as having voted in opposition to Recommendation 1, in accordance with Rule 47(7) of the Procedure By-law.

The motion for the adoption of Recommendation No. 2 was put and declared carried.

The motion for the adoption of Recommendation No. 3 was put and declared carried.

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On May 7, 2019, the Executive Policy Committee passed the following resolution:

WHEREAS on February 14, 2019, Doug McNeil indicated his intention to retire as the City of Winnipeg's Chief Administrative Officer effective April 26, 2019;

AND WHEREAS in response to reports of significant flooding risk, Doug McNeil's retirement date was extended to May 24, 2019 to assist the City of Winnipeg with its spring flood preparations;

AND WHEREAS on March 21, 2019, a committee was established and tasked by the Mayor with recruiting and recommending the appointment of the City of Winnipeg next Chief Administrative Officer;

AND WHEREAS a request for proposals seeking the assistance of an external consultant to assist with the recruitment process was issued March 21, 2019;

AND WHEREAS the bid opportunity for this request for proposals closed April 11, 2019 and responses are being reviewed by the City of Winnipeg's public service;

Report – Executive Policy Committee – May 7, 2019

DECISION MAKING HISTORY (continued):

EXECUTIVE POLICY COMMITTEE RECOMMENDATION (continued):

AND WHEREAS a new Chief Administrative Officer will not be recruited and recommended to Council for appointment prior to Doug McNeil's retirement date of May 24, 2019.

THEREFORE BE IT RESOLVED that the Executive Policy Committee recommend to Council:

1. Chief Financial Officer Michael Ruta be appointed as the interim Chief Administrative Officer, effective as of 4:30 p.m. on May 24, 2019.
2. Corporate Controller Paul Olafson be appointed as the interim Chief Financial Officer, effective as of 4:30 p.m. on May 24, 2019.
3. The Proper Officers of the City do all things necessary to implement the intent of the foregoing.

APPENDIX "B"

CFO Agreement

THIS AGREEMENT is made in duplicate this 19th day of July, 2012.

BETWEEN:

THE CITY OF WINNIPEG,
hereinafter called (the "City"),

OF THE FIRST PART,

- and -

MICHAEL P. RUTA,
of the City of Winnipeg, in the Province of Manitoba,
hereinafter called (the "Chief Financial Officer"),

OF THE SECOND PART.

WHEREAS the City and the Chief Financial Officer wish to enter into an Agreement governing the terms and conditions of the Chief Financial Officer's employment as the City's Chief Financial Officer;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the employment of the Chief Financial Officer on the following terms and conditions:

1. PRIOR EMPLOYMENT

- 1(1) This Agreement shall replace a prior agreement of employment made between the Parties on January 30, 2008 (the "Prior Agreement"); and
- 1(2) The Chief Financial Officer's prior employment shall be of no further force and effect provided, however, that any pension, vacation and sick leave benefits that have accrued under the prior employment shall carry forward for administration under this Agreement.

2. EMPLOYMENT AND TERM OF AGREEMENT

The City hereby employs the Chief Financial Officer and the Chief Financial Officer hereby accepts the employment, effective July 19, 2012 and terminating July 18, 2017. Subject to the provisions herein for the termination of this Agreement, it is agreed that the term of this Agreement will be as set out above (the "term"), unless notice to terminate earlier is given by the City or the Chief Financial Officer, with any extension thereafter to be on a year to year basis.

3. DUTIES AND RESPONSIBILITIES

3(1) The Chief Financial Officer shall work for the City as its Chief Financial Officer with all the duties and responsibilities assigned to that position:

- (a) pursuant to *The City of Winnipeg Charter* (the "Charter"), the regulations and by-laws passed pursuant to the Charter, as amended from time to time;
- (b) pursuant to other legislation or the City's corporate by-laws, as amended from time to time; and
- (c) such other duties as assigned from time to time by the Council or the Chief Administrative Officer of the City.

3(2) The Chief Financial Officer acknowledges that he is in a fiduciary relationship with the City and that he shall act honestly, in good faith, without conflict of interest and in the best interests of the City. The Chief Financial Officer shall abide by The City of Winnipeg Code of Conduct for Employees adopted and amended from time to time by the City, attached hereto as Appendix "B". Further, the Chief Financial Officer hereby declares that he has no conflict of interest, which precludes him from accepting the position of Chief Financial Officer.

3(3) The Chief Financial Officer shall, during the term of this Agreement, diligently and faithfully devote substantially all of his working time, attention and best efforts to the business of the City and to the performance of his duties to the utmost of his ability. He shall not, without the written consent of the Chief Administrative Officer, actively engage in any other business or occupation and shall disclose in writing to the Chief Administrative Officer all of his conflicting outside commitments. The Chief Financial Officer shall not carry on or undertake any activity during his off-duty hours, which would be inconsistent or conflict with his duties and obligations under the terms of this Agreement.

4. REPORTING

During the term of this Agreement and any extension thereof, the Chief Financial Officer shall report to the Chief Administrative Officer of the City and shall be subject to the instructions, directions and control of the Chief Administrative Officer of the City.

It is understood and agreed that the Chief Administrative Officer of the City and the Chief Financial Officer will annually establish goals, performance measurements and expectations. On a quarterly basis, the Chief Financial Officer shall advise the Chief Administrative Officer of the City in writing as to the status of those goals, measurements and expectations and annually shall provide the Chief Administrative Officer of the City with a written report in a format suitable for presentation to the City's Executive Policy Committee.

5. REMUNERATION

5(1) SALARY

As of July 19, 2012, the City shall pay the Chief Financial Officer annually the sum of \$175,000.00 payable bi-weekly in arrears and less all statutory deductions.

5(2) The Chief Financial Officer shall also be entitled to any general economic increase granted to those in the Senior Management Compensation Plan (SMCP) to a maximum of 3%.

5(3) In addition, at least once every three (3) years, the Chief Administrative Officer will review the pay rates in the Senior Management Compensation Plan (SMCP) in relation, but not limited to changes in labour market rates, the cost of living, and Collective Agreement settlements for civic unions and associations, and the Chief Administrative Officer may, at his discretion, adjust the salary range for the position.

6. EMPLOYMENT BENEFITS

6(1) GENERAL

The Chief Financial Officer shall be entitled to all rights, privileges and fringe benefits offered by the City in the Senior Management Compensation Plan (SMCP) as amended from time to time. Without limiting the generality of the foregoing Appendix "A" hereto lists certain fringe benefits offered by the City.

6(2) PENSION BENEFITS

(a) Subject to the provisions of this Agreement and the terms and conditions of The Employee Benefits Program, the Chief Financial Officer, upon termination of this Agreement or his retirement, shall be entitled to all disability benefits and pension benefits provided pursuant to The Employee Benefits Program and, if eligible, insurance coverage pursuant to the Civic Employees' Group Life Insurance Plan.

(b) Subject to terms and conditions of the Supplemental Executive Retirement Plan (SERP) as amended from time to time, if the Chief Financial Officer, while in the employ of the City, retires in accordance with the terms and conditions of The Employee Benefits Program or dies, he or his surviving spouse shall be entitled to the benefits provided in accordance with the terms and conditions of the Supplemental Executive Retirement Plan (SERP), if eligible.

6(3) VACATION BENEFITS

The Chief Financial Officer shall be entitled to annual vacation with pay in accordance with Appendix "A" hereto. Vacation earned in the previous year shall be taken within the year. With the exception of a total of three (3) weeks vacation, any vacation not taken by the end of the vacation year shall not be carried over in subsequent vacation years or paid out at the termination of this Agreement without the approval of the Chief Administrative Officer.

6(4) SICK LEAVE

The City will provide a bank of 75 days sick leave credits, plus fifteen (15) days sick leave credits in each year of service ("annual sick leave") under this Agreement. The bank and annual sick leave credits will have no cash value and will not be included for purposes of any applicable sick leave cash-out entitlement. The annual sick leave credits may be accumulated from year to year and used for any absence due to illness.

- (a) Any absence due to illness after the effective date of this agreement shall be deducted from annual sick leave accumulated under this agreement. In the event there are no annual sick leave credits available, sick leave credits, if any, accumulated prior to the effective date of this agreement may be used.
- (b) Subject to the foregoing, when this Agreement terminates, sick leave credits accumulated prior to July 18, 2007 will be paid out in accordance with the following for
 - (i) 100% sick leave accrued during the period July 17, 2002 to July 18, 2007, less sick leave utilized, and
 - (ii) 25% of balance of sick credits at July 18, 2007

based on the Chief Financial Officer's salary level as at the date of termination.

6(5) CAR ALLOWANCE

The Chief Financial Officer shall receive a car allowance at the required user rate in accordance with the City's Employee Transportation Policy as amended from time to time. The City shall also pay for monthly parking at the Chief Financial Officer's place of employment. Entitlement to car allowance and parking shall cease with the termination of the Chief Financial Officer's employment for any or no reason and shall have no cash value.

7. RETURN OF RECORDS AND PROPERTY USED IN PERFORMANCE OF DUTIES

At the termination of this Agreement, the Chief Financial Officer shall turn over to the City all documents, papers, plans, materials and other property of or relating to the affairs of the City which may then be in his possession or under his control.

8. CONFIDENTIALITY OF INFORMATION

All confidential information obtained by the Chief Financial Officer in the performance of his duties as Chief Financial Officer shall be kept confidential except as reasonably required in the course of his duties and responsibilities as Chief Financial Officer and shall not, without written approval of the Chief Administrative Officer, be revealed to anyone, in any manner, except as provided in City Policy, or as required by law after consultation with the City Solicitor. Notwithstanding any other provisions of this Agreement, this clause shall survive the termination of this Agreement.

9. TERMINATION OF AGREEMENT

9(1) TERMINATION OF AGREEMENT BY THE CHIEF FINANCIAL OFFICER

- (a) The Chief Financial Officer may terminate this Agreement at any time upon two (2) months written notice to the Chief Administrative Officer.
- (b) Subject to clause 6(2) hereof, as of the date of termination set out in the notice above, the Chief Financial Officer shall be entitled to any accrued benefits under The Employee Benefits program and those benefits listed in Appendix "A" hereto that have accrued and are owing.

9(2) TERMINATION OF AGREEMENT BY THE CITY OF WINNIPEG

(a) The Chief Administrative Officer of the City may terminate this Agreement:

- (i) at any time with one (1) year's notice or pay and compensation in lieu of benefits, excluding those set out in clauses 6(4)(a), 6(4)(b) and 6(5) hereof; or
- (ii) for just cause without notice and without compensation.

(b) The effective date of termination will be the date assigned by the Chief Administrative Officer.

9(3) TERMINATION AT END OF AGREEMENT

(a) In the event the City chooses not to renew this Agreement on terms and conditions to be agreed upon, the Chief Administrative Officer shall provide written notice to the Chief Financial Officer of such decision not less than six (6) months prior to the expiry of this Agreement. Should notice of less than six (6) months duration be provided, the City may, notwithstanding the foregoing, choose not to renew this Agreement upon six (6) months notice (or pay in lieu thereof) from the date on which notice is given to the Chief Financial Officer.

(b) If the Chief Financial Officer does not wish to renew this Agreement on terms and conditions to be agreed upon, he shall provide written notice of such decision to the Chief Administrative Officer not less than six (6) months prior to the expiry of this Agreement. Should notice of less than six (6) months duration be provided, the Chief Financial Officer shall, notwithstanding the term of this Agreement has expired, continue to provide services to the City for the balance of the notice period specified under this subsection, on the same terms and conditions provided for in this Agreement. If the Chief Administrative Officer advises the Chief Financial Officer that all or part of the extended notice period described herein is not required, the Chief Financial Officer will cease providing services to the City, and no further payment will be made by the City to the Chief Financial Officer.

- (c) In the event this Agreement is not renewed:
- (i) the Chief Financial Officer will be entitled to accrued benefits, which will include pension benefits in accordance with the terms and conditions of The Employee Benefits Program and without limiting the generality of the foregoing such benefits will be subject to the eligibility requirements thereof;
 - (ii) if eligible, insurance coverage pursuant to The Civic Employees' Group Life Insurance Plan; and
 - (iii) if eligible, subject to the terms and conditions of the Supplemental Executive Retirement Plan (SERP) as amended from time to time, the Chief Financial Officer shall be entitled to receive accrued benefits if he is eligible to retire in accordance with the terms and conditions of The Employee Benefits Program.

9(4) TERMINATION OF AGREEMENT DUE TO DEATH

In the event of the death of the Chief Financial Officer, this Agreement shall terminate forthwith without notice or compensation, excepting any pay or benefits that have accrued and/or are owing under The Employee Benefits Program; the Supplemental Executive Retirement Plan (SERP), if eligible; The Civic Employee's Group Life Insurance Plan and Appendix "A" hereto.

9(5) DISABILITY AND ELIGIBILITY FOR REDEPLOYMENT

If it has been determined that the Chief Financial Officer is totally disabled within the meaning of the Employee Benefits Program and he has been unable to continue in the position of the Chief Financial Officer for a minimum of twenty-six (26) consecutive weeks due to his disability, the City will be entitled to fill the Chief Financial Officer's position and his employment as the Chief Financial Officer shall cease. In that event, the former Chief Financial Officer will be entitled to accrued benefits under The Employee Benefits Program, benefits under the Supplemental Executive Retirement Plan (SERP) if eligible, and those benefits listed in Appendix "A" hereto that have accrued and/or are owing. The City agrees that the Chief Financial Officer's ceasing to be the Chief Financial Officer by reason of the foregoing

does not prevent the former Chief Financial Officer from being considered as an employee eligible for redeployment to other suitable employment for rehabilitative purposes, assignment to which will be upon the agreement of the parties.

For purposes of this clause, the following definition of "Totally Disabled" as set out in The Civic Employees' Long Term Disability Plan, as amended from time to time, shall apply:

"Totally Disabled" means suffering from a physical or mental condition which the Board, on the basis of evidence submitted to it by one or more Medical Doctor(s), considers to be so severe that for the first 30 months of such disability the Member is unable to perform normal duties of his or her occupation and thereafter is unable to engage in any occupation for which he or she is reasonably well qualified by education, training or experience.

9(6) ARBITRATION

Should any dispute arise concerning the rights of the parties upon the termination of this Agreement, either party shall give written notification to the other party within thirty (30) days of this Agreement terminating, referring the issue(s) in dispute to an arbitrator appointed pursuant to the terms of *The Arbitration Act of Manitoba*. Unless otherwise agreed by the parties, there shall be no recourse by either party to the ordinary courts or arbitration except as provided herein.

10. NON DISCLOSURE

The Chief Financial Officer agrees that any and all terms of and within the Employment Agreement are to be held by both the City and the Chief Financial Officer in the strictest confidence and the Chief Financial Officer does hereby undertake, promise and agree that, unless required by law, the terms and conditions of and within the Employment Agreement shall not be discussed, disclosed, confirmed or otherwise revealed by the Chief Financial Officer with or to any person, apart from legal counsel and financial advisors, and that he/she will direct such persons to whom such disclosure is made to keep such terms confidential.

11. SERVICE

Service of documents for the purposes of this Agreement shall be considered to have been effected upon delivery of such documents by pre-paid registered post as follows:

On the City:

Director of Corporate Support Services
The City of Winnipeg
Administration Building
510 Main Street
Winnipeg, Manitoba
R3B 1B9

On the Chief Financial Officer:

Michael P. Ruta
Chief Financial Officer
The City of Winnipeg
2nd Floor – 510 Main Street
Administration Building
510 Main Street
Winnipeg, Manitoba
R3B 1B9

If delivered in person, service shall be effected on delivery.

12. STAFF, FACILITIES AND RESOURCES

The City will provide during the term of this Agreement such sufficient and adequate staff, facilities and resources as it determines may be reasonably required by the Chief Financial Officer so that she can effectively carry out his duties.

13. PROFESSIONAL DEVELOPMENT

The City will provide during the term of this Agreement, as the Chief Administrative Officer in his or her discretion determines, such sufficient and adequate resources for the ongoing professional development of the Chief Financial Officer so that he may effectively carry out those duties assigned.

14. WHOLE AGREEMENT

The Agreement constitutes and expresses the whole agreement of the parties with reference to the engagement of the Chief Financial Officer by the City and with reference to any of the matters or things provided for or discussed or mentioned with reference to such engagement, prior contracts of employment, all promises, representations, and undertaking relative being merged in this Agreement. For greater certainty, should there be any conflict between this Agreement and the terms and conditions of any prior employment, the terms and conditions of this Agreement shall take precedent.

15. ASSIGNMENT

This Agreement shall not be assigned by the Chief Financial Officer.

16. GOVERNING LAW/JURISDICTION

This Agreement shall 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, subject only to clause 9(6) of this Agreement.

17. SEVERABILITY

In the event that any provision of this Agreement is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect any provision of this Agreement, which will continue to be in full force and effect.

18. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement.

19. INDEPENDENT LEGAL ADVICE

The Chief Financial Officer acknowledges that he has read and understood this Agreement, and has had the opportunity to obtain legal advice about it.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

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

Tracy Marchuk)

Witness)
Name: Tracy Marchuk)
(please print))

Address: _____)
(please print))

Michael P. Ruta
MICHAEL P. RUTA

Approved: [Signature]

A/ Chief Administrative Officer

Approved as to content:
Linda Burch
Director, Corporate Support Services

Certified as to form:
K. Bouphat
City Solicitor / Director, Legal Services

THE CITY OF WINNIPEG

Per: [Signature]
Chief Administrative Officer

APPENDIX "A"

VACATIONS

6 weeks of annual vacation plus one additional week in lieu of overtime.

PUBLIC HOLIDAYS

12 per year and such other days as decided by the Civic, Provincial or Federal Government to be public holidays.

LONG SERVICE RECOGNITION

- \$450.00 one-time payment in the calendar year (but not afterwards) in which an employee reaches his/her 10th anniversary date of service
- Bonus week, in time or pay, in the calendar year (but not afterwards) in which an employee reaches his/her anniversary date of service

15th anniversary
20th anniversary
25th, 30th, 35th, 40th, 45th anniversaries

PENSION AND GROUP INSURANCE

The Employee Benefits Program

The City of Winnipeg Supplemental Executive Retirement Plan for Senior Management (SERP), if eligible

The Civic Employees Group Life Insurance Plan

DENTAL PLAN AND VISION CARE PLAN

Per Council policy as amended from time to time.

WORKERS COMPENSATION BENEFITS

If eligible, paid for by the City and calculation based on employee's net pay.

APPENDIX "B"

EMPLOYEE CODE OF CONDUCT – LONG VERSION

(Appendix "A" referred to in Clause 7 of the Report of the Executive Policy Committee dated March 14, 2001.)

CITY OF WINNIPEG EMPLOYEE CODE OF CONDUCT

PART A. DEFINITIONS

"Chief Administrative Officer" means the Chief Administrative Officer of the City, and includes his or her designate;

"City" means The City of Winnipeg;

"Code of Conduct Committee" means a committee of Council consisting of not less than 3 members of Executive Policy Committee;

"department head" means the head of an administrative department of the City as established by The City Organization By-law, and includes an acting department head and, where applicable, the designate of a department head;

"dependant" means

- (a) the spouse of an employee, including a person who is not married to the employee but whom the employee represents as his or her spouse, or
- (b) any child, natural or adopted, of the employee regardless of age

"employee" means a person employed by the City, and includes a statutory officer, but does not include a Member of Council, or a person who is not employed by the City and works directly for an individual Member of Council;

"person" includes a firm, partnership, association or other body, whether incorporated or unincorporated;

"statutory officer" means an employee of the City who occupies a position created by The City of Winnipeg Act and has duties defined by that Act.

PART B. GENERAL PRINCIPLES

Employees must observe the highest standards of conduct in the performance of their duties, regardless of personal consideration. The public interest must be their primary concern. Their conduct in their official affairs must be above reproach at all times.

Employees must avoid situations in which their personal interest conflicts, or appears to conflict, with the interests of the City in their dealings with persons doing or seeking to do business with the City.

Employees must not engage in any conduct or activity that contravenes any law in force in Manitoba, including city by-laws, which might detrimentally affect the City's reputation, make the employee unable to properly perform his or her employment responsibilities, cause other employees to refuse or be reluctant to work with the employee, or otherwise inhibit the City's ability to efficiently manage and direct its operations.

PART C. PREAMBLE

1. This Code of Conduct is to operate in addition to other policies, regulations, and administrative directions for employees, as may be determined from time to time by Council or the Chief Administrative Officer.
2. Every provision of this Code is intended to be severable, and if any term or provision is determined to be illegal or invalid for any reason, that illegality or invalidity shall not affect the validity of the remainder of the Code.
3. Where, in relation to any employee, any provision of this Code is inconsistent with a collective bargaining agreement or employment contract which applies to that employee, the provision of the collective agreement or the employment contract prevails.

PART D. SPECIFIC PROVISIONS

Without limiting the generality of Part B:

1. Every employee, in the discharge of his or her duties and at all times, shall comply with The Freedom of Information and Protection of Privacy Act.
2. No employee shall engage in any outside employment, business, or undertaking for the employee's direct or indirect personal gain,
 - (a) that will, or is likely to, interrupt or interfere with, the performance of his or her employment duties;
 - (b) that requires or involves activities related to the outside employment, business, or undertaking, during any portion of the work day in which the employee is required to perform duties for the City;
 - (c) in which the employee will gain, or appear to gain, a benefit as a result of his or her position with the City;
 - (d) that will, or is likely to, influence, affect, or impair the manner in which the employee carries out his or her duties with the City, or his or her impartiality;
 - (e) in such a manner, or in such a way, as to appear to be acting on behalf of the City, or appears to represent an opinion of the City.
3. Where an employee performs work in the course of any outside employment, business, or undertaking for his or her direct or indirect personal gain, and that work requires inspection or approval by another city employee, the employee must report the factual circumstances of that work, and the need for an inspection or approval, to his or her department head.
4. No employee shall accept any gift, favour, commission, reward, advantage or benefit of any kind from any person who is directly or indirectly involved in any business relationship whatsoever with the City, unless it is:
 - (a) a nominal exchange of hospitality among persons doing business;
 - (b) a token exchanged as a part of protocol; or
 - (c) a normal presentation made to persons participating in public functions.

Where an employee, as a result of the performance of his or her duties, receives or becomes entitled to receive any monetary payment, good, or service, that is outside the limits set out in this section, the employee shall turn over the monetary payment, good or service to his or her department head for such civic or charitable purposes as the department head may determine.

5. No employee shall solicit gifts or prizes for any City related purpose, including departmental events or functions, having other than nominal value, unless pre-authorized by the department head.

APPENDIX B (continued)

6. No employee shall accept free travel or accommodation from any person with whom the City does, or may do business, unless such travel/accommodation is pre-authorized by the department head and is further to an existing contractual arrangement.
7. No employee shall take advantage of discounts/rebates on personal purchases from suppliers having a business relationship with the City, unless those suppliers offer similar discounts/rebates to the general public, or the offer is made through a program which has been authorized by the Chief Administrative Officer.
8. No employee shall use, or request the use of, any City property, including surplus material, for personal convenience or profit, unless the property
 - (a) is available for such use by the public generally and the employee is receiving no special preference in its use; or,
 - (b) is made available to the employee as a matter of City policy or under the terms of his or her employment or appointment.
9. No employee shall use any information acquired as a result of his or her duties with the City for personal benefit unless the information is available to the public.
10. No employee shall grant any special consideration, treatment or advantage to any person in their dealings with the City.
11. No employee shall represent the City in dealings with any persons in which he or she has a direct or indirect pecuniary interest or with his or her dependants or relatives.
12. Unless pre-authorized by his or her department head, no employee shall represent any person in dealing with the City, nor appear before Council or any board, commission, or committee of the City on behalf of any person, except where the employee, or a dependant of the employee, has a direct interest in the person being represented, or such representation is a part of the employee's duties.
13. No employee shall actively campaign, or solicit funds, for a potential or declared candidate for elected office during any portion of the work day in which the employee is required to perform duties for the City or at the workplace.

PART E. ENFORCEMENT

1. Where an employee has reported that he or she is engaged in any outside employment, business, or undertaking that requires inspections or approvals by another employee, the department head may:
 - (a) require any additional or alternative measures as may be deemed reasonable, be taken to ensure that the inspections or approvals are dealt with in a manner which is fair and impartial and shows no favouritism to the employee; or
 - (b) where it is not reasonably possible for the department head to comply with subsection (a), take any of the remedial actions set out in section 7, or any other remedy or action that is just and appropriate in the circumstances.
2. Where an employee perceives that he or she is, or may potentially be, in a conflict with the principles set out in Part B, they shall disclose the conflict, or the potential conflict, in writing, along with the circumstances leading to the conflict, or potential conflict, to:
 - (a) his or her department head, in the case of an employee;
 - (b) the Chief Administrative Officer, in the case of a department head; or
 - (c) the Clerk of the Executive Policy Committee, in the case of a statutory officer;and shall keep all such information current.

APPENDIX B (continued)

3. Any person who is of the opinion that an employee may have contravened this Code may file a complaint in writing with:
- (a) the employee's department head, where the employee is not a department head or statutory officer;
 - (b) the Chief Administrative Officer, where the employee is a department head; or
 - (c) the Clerk of the Executive Policy Committee, where the employee is a statutory officer.

Note: It is the expectation that any employee who is aware that another employee has contravened this code will file a complaint with the appropriate person noted above.

Where a complaint is filed in good faith, the department head or Chief Administrative Officer as the case may be, or Executive Policy Committee where the employee is a statutory officer, shall ensure that the person filing the complaint is not subject to reprisal, threat of reprisal, or discipline as a result of filing the complaint.

4. The Clerk of the Executive Policy Committee shall, subject to any applicable prorogue period, ensure any disclosure under clause 2(c), or any complaint filed under clause 3(c), is placed on the agenda of the Code of Conduct Committee, at a meeting not later than 10 days from the date of receiving the disclosure or complaint.
5. Where a disclosure of conflict or potential conflict is made under section 2, or a complaint is filed under section 3, the department head or Chief Administrative Officer as the case may be, or the Code of Conduct Committee where the employee is a statutory officer, may require the employee to take such steps to withdraw from participation in the matter in which the potential or alleged conflict arises as may be reasonable in the circumstances, until it has been determined if an actual conflict exists.
6. Where a disclosure or complaint is received:
- (a) the department head or the Chief Administrative Officer, as the case may be, or the Code of Conduct Committee where the employee is a statutory officer, shall
 - (i) investigate the potential conflict,
 - (ii) determine whether or not there is an actual conflict, and
 - (iii) if an actual conflict is found, determine, in accordance with section 7, the appropriate remedial action to be taken;
 - (b) the Code of Conduct Committee, may appoint, or retain, an employee or other individual to investigate, or assist in investigating, the potential conflict; and, subject to section 9, any decision of the department head, Chief Administrative Officer, or Code of Conduct Committee is final and binding.
7. Contraventions of this Code, including failure to disclose a conflict pursuant to this Code, may result in one or more of the following remedial actions being taken:
- (a) requiring the employee to terminate the outside employment, business or undertaking, or transfer assets into a blind trust;
 - (b) transferring the employee to another division or department;
 - (c) accepting the resignation of the employee;
 - (d) initiating disciplinary proceedings which may include dismissal except that where an employee is liable to disciplinary proceedings under this Code and some other City policy, rule or regulation for the same contravention, the City shall elect whether it will proceed under this Code or the other City policy, rule or regulation; or
 - (e) any other remedy or action that is just and appropriate in the circumstances.

APPENDIX B (continued)

8. Each contravention of this Code will be considered and dealt with on its own particular facts or circumstances.
9. Any remedial action taken pursuant to section 7 may be appealed:
 - (a) where an employee is employed pursuant to a collective bargaining agreement, pursuant to the grievance/arbitration provisions of that collective bargaining agreement; or,
 - (b) in the case of an employee who is not covered by a collective agreement, and who is not a statutory officer or a department head, to the Chief Administrative Officer or designate; or,
 - (c) in the case of a statutory officer or department head, to Executive Policy Committee.

PART F. ADMINISTRATION OF THE CODE

1. The Chief Administrative Officer is responsible for
 - (a) implementing and administering the Code of Conduct; and,
 - (b) ensuring all employees are made aware of, and comply with, the Code of Conduct.

November 14, 2000