

THIS AGREEMENT is made in duplicate this 30<sup>th</sup> day of JUNE, 2016.

BETWEEN:

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

OF THE FIRST PART,

- and -

BRYAN R. MANSKY,  
of the City of Winnipeg, in the Province of Manitoba,  
("the City Auditor / Chief Performance Officer" or "the City Auditor"),

OF THE SECOND PART.

WHEREAS the City and the City Auditor wish to enter into an agreement governing the terms and conditions of the City Auditor's employment as the City's City Auditor/Chief Performance 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 City Auditor on the following terms and conditions:

**1. PRIOR EMPLOYMENT**

- 1(1) It is agreed that the City Auditor was employed by the City prior to entering into this Agreement; and
- 1(2) The City Auditor'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 City Auditor and the City Auditor hereby accepts the employment, effective February 24, 2016, and terminating February 23, 2021 (the "term"). Notwithstanding these dates, this Agreement is subject to the termination provisions herein.

### 3. DUTIES AND RESPONSIBILITIES

- 3(1) The City Auditor shall work for the City as its City Auditor/Chief Performance Officer with all the duties and responsibilities assigned to that position:
- (a) pursuant to *The City of Winnipeg Charter* (the "Charter") and 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 Council or the Executive Policy Committee acting as the Audit Committee.
- 3(2) The City Auditor acknowledges that he is in a fiduciary relationship with the City and that he has an obligation of loyalty, good faith, honesty, and avoidance of conflict of duty and self-interest. The City Auditor shall act with a view to advancing the City's best interests. The City Auditor shall abide by The City's Employee Code of Conduct adopted and amended from time to time by the City, attached hereto as Appendix "B", and further shall abide by all City Administrative Standards and other employer policies.
- 3(3) the City Auditor shall, during the term of this Agreement and any extension thereto, 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 Executive Policy Committee acting as the Audit Committee, actively engage in any other business or occupation and shall disclose in writing to the Executive Policy Committee acting as the Audit Committee all of his conflicting outside commitments as they arise. The City Auditor shall not carry on or undertake any activity during his off-duty hours which would be inconsistent with or conflict with his duties and obligations under the terms of this Agreement. The City Auditor hereby declares that he has no conflict of interest which precludes him from accepting or performing the position of City Auditor/Chief Performance Officer, and the City Auditor 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 and any extension thereof, the City Auditor shall report to the Executive Policy Committee acting as the Audit Committee and shall be subject to the instructions, directions and control of the Executive Policy Committee acting as the Audit Committee.

The Executive Policy Committee acting as the Audit Committee and the City Auditor will annually establish and set down in writing goals, performance measurements and expectations. The Executive Policy Committee acting as the Audit Committee and the City Auditor will annually review the status of these goals, measurements, and expectations.

**5. REMUNERATION**

**5(1) SALARY**

As of February 24, 2016, the City shall pay the City Auditor annually the sum of \$153,283.00 payable bi-weekly in arrears and less all statutory deductions.

5(2) The City Auditor shall also be entitled to any general economic increase granted to those in the Senior Management Team to a maximum of 3%.

**6. EMPLOYMENT BENEFITS**

**6(1) GENERAL**

The City Auditor shall be entitled to benefits as outlined in Appendix "A" as amended from time to time.

**6(2) PENSION BENEFITS**

(a) The City Auditor is eligible to participate in the Winnipeg Civic Employees' Benefits Program and Civic Employees' Group Life Insurance Plan, subject to the terms therein and the provisions of this Agreement.

(b) The City Auditor may participate in the Supplemental Executive Retirement Plan (SERP) if and when SERP criteria are met.

**6(3) VACATION BENEFITS**

Vacation banks and vacation accrual shall continue uninterrupted from the previous contract between the parties. The City Auditor shall be entitled to six weeks annual vacation with pay and an additional five days personal leave with pay, in accordance with Appendix "A" hereto. Vacation shall be taken the year following the year in which it accrues. Vacation not taken by the end of the vacation year cannot be carried over to subsequent vacation years, save for up to three weeks' vacation with the approval of the Chief Administrative Officer.

**6(4) SICK LEAVE**

Sick leave banks, sick leave accrual, and the sick leave year shall continue uninterrupted from employment immediately preceding the effective date of this Agreement and in accordance with Appendix "A" hereto. Should accrued but unused credits carried into this Agreement number less than 75, credits shall be increased to 75 at the effective date of this Agreement. The City will continue to provide 15 days sick leave credits per year of service under this Agreement. Credits may be accumulated from year to year. Credits may only be used in the event of absence due to illness or injury to the extent that wage loss due to such illness or injury is not compensated by any source. Credits shall have no surrender or cash value on termination, death or retirement.

**6(5) CAR ALLOWANCE**

The Director shall receive a car allowance at the required user rate in accordance with the City's Local City Business Travel administrative standard as amended from time to time. Effective June 29, 2015 the City shall also pay the Director \$225.00 per month in lieu of providing monthly parking at the Director's place of employment. Entitlement to car allowance and parking compensation shall cease with the termination of the Director'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 City Auditor 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 City Auditor in the performance of his duties as City Auditor/Chief Performance Officer shall be kept confidential except as reasonably required in the course of his duties and responsibilities as City Auditor/Chief Performance Officer and shall not, without written approval of the Executive Policy Committee acting as the Audit Committee, be revealed to anyone, in any manner, except as provided in City Policy, or as required by law. 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 CITY AUDITOR**

- (a) The City Auditor may terminate this Agreement, and in doing so terminate his employment with the City, at any time upon two (2) months' written notice to the Executive Policy Committee acting as the Audit Committee.
  
- (b) As of the date of termination set out in the notice above, and subject to the terms of this Agreement and the terms of the various benefit plans and programs, the City Auditor shall be entitled to any accrued and owed benefits under The Winnipeg Civic Employees' Benefits Program, Appendix "A" hereto, the Civic Employees' Group Life Insurance Plan, and SERP if applicable.

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

- (a) Council may terminate this Agreement:
  - (i) for cause without notice and without compensation; or
  
  - (ii) at any time with one (1) year's notice or a severance payment in lieu of notice, or a combination of the two totaling one year. For the purposes of calculating a severance payment in lieu of notice, 12% will be added to wages over the lieu period. This 12% gross-up represents the total compensation for benefits during the lieu period including but not limited to the employer portion of premiums relating to pension, life insurance, and dental and vision plans. No further amount may be claimed relating to benefits during the lieu period.

- (b) The effective date of termination will be the date assigned by Council.

**9(3) TERMINATION OF AGREEMENT DUE TO DEATH**

In the event of the death of the City Auditor, 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 SERP if applicable, The Civic Employee's Group Life Insurance Plan, and Appendix "A" hereto.

**9(4) DISABILITY AND ELIGIBILITY FOR REDEPLOYMENT**

The City Auditor is eligible for long term disability benefits in accordance with the terms of the Winnipeg Civic Employees' Benefits Program as amended from time to time. Accordingly, disputes regarding these benefits are subject to adjudication only under the terms of the Winnipeg Civic Employees' Benefits Program.

**10. 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 City Auditor/Chief Performance Officer:

**Mr. Bryan R. Mansky**  
[REDACTED]  
Winnipeg, Manitoba  
[REDACTED]

**11. 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 City Auditor so that he can effectively carry out his duties.

**12. PROFESSIONAL DEVELOPMENT**

The City will provide during the term of this Agreement, as the Executive Policy Committee acting as the Audit Committee in its discretion determines, sufficient and adequate resources for the ongoing professional development of the City Auditor so that he may effectively carry out his duties.

**13. WHOLE AGREEMENT**

The Agreement constitutes and expresses the whole agreement of the parties with reference to the engagement of the City Auditor 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.

**14. ASSIGNMENT**

This Agreement shall not be assigned by either party.

**15. 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.

**16. 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.

**17. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement.

**18. INDEPENDENT LEGAL ADVICE**

The City Auditor 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.


**THE CITY OF WINNIPEG**

  
\_\_\_\_\_  
Mayor


  
\_\_\_\_\_  
City Clerk

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


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Bryan R. Mansky

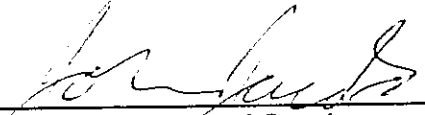
Name:   
(please print)

Address:   
(please print)

Approved:

  
\_\_\_\_\_  
A/Director, Corporate Support Services

Legally Reviewed and Certified as to Form:

  
\_\_\_\_\_  
For Director of Legal Services and  
City Solicitor



## APPENDIX "A"

### VACATIONS

Annual vacation will continue to accrue at 6 weeks per year. The vacation year runs May 1<sup>st</sup> to April 30<sup>th</sup> each year.

On termination of this Agreement for any reason, accrued and unused vacation shall be paid out at the rate of pay applicable to a City Auditor / Chief Performance Officer at date of termination.

In recognition of the nature and the responsibilities of the position, which may involve variable work schedules and additional work hours, 5 additional days of personal leave credits will continue to be advanced per year. This entitlement is advanced on January 1 of each year. These credits must be taken within the calendar year in which they are advanced, cannot be accumulated or carried over, and have no surrender or cash-out value. On termination of this agreement for any reason, personal leave credits used in the final year of employment will be reconciled with the portion of the year worked, and any credits used but not earned may be deducted from any vacation pay or other monies owed.

### SICK LEAVE

Sick credits will be credited at the rate of 1 ¼ days per completed month of service. Sick credits will not by accrual during this contract increase beyond 150 days.

### 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 10<sup>th</sup> 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.

15<sup>th</sup> anniversary  
20<sup>th</sup> anniversary  
25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, 45<sup>th</sup> anniversaries

### PENSION, DISABILITY, AND GROUP INSURANCE

The Employee Benefits Program

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

The Civic Employees Group Life Insurance Plan

### DENTAL PLAN, VISION CARE PLAN, AND AMBULANCE / HOSPITAL COVERAGE

Per Council policy as amended from time to time.

### WORKERS COMPENSATION BENEFITS

If eligible, WCB Coverage follows the terms of the applicable legislation and WCB Policy.

## 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.

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.

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