

SECONDMENT AGREEMENT

BETWEEN:

MS AUDREY GORDON
(hereinafter referred to as "Ms Gordon")

- and –

WINNIPEG REGIONAL HEALTH AUTHORITY
(hereinafter referred to as "WRHA")

- and -

THE GOVERNMENT OF MANITOBA
(hereinafter referred to as "Manitoba")

WHEREAS:

- A. Manitoba wishes to second Ms Gordon of the WRHA, and
- B. The WRHA is prepared to second Ms Gordon to Manitoba, and
- C. Ms Gordon is prepared to be seconded to Manitoba in accordance with the terms and conditions of this Agreement.

NOW WITNESSETH the parties agree as follows:

SECONDMENT

- 1.1 For the term of this Agreement, the WRHA shall permit Ms Gordon to be seconded to Manitoba on a full time basis.
- 1.2 Ms Gordon shall report to the Clerk of the Executive Council in respect of the Services provided to Manitoba during the term of this Agreement.
- 1.3 Ms Gordon shall at all times remain an employee of the WRHA.

TERM

- 2.1 The term of this Agreement shall be from May 3, 2016 and shall be subject to regular review by the parties.
- 2.2 This Agreement may be terminated without cause upon four (4) weeks prior written notice by either the WRHA or Manitoba or upon such other period of notice as may be mutually agreed upon by the parties in writing.
- 2.3 Notwithstanding any other provision contained herein, this Agreement may be terminated by Manitoba with immediate effect, if in the opinion of Manitoba, the Services are performed

unsatisfactorily or improperly.

- 2.4 Notwithstanding any other provision contained herein, this Agreement may be terminated by any party with immediate effect in the event that a part of the Agreement cannot be performed due to causes that are outside the control of the parties and could not be avoided by the exercise of due care.
- 2.5 Should Ms Gordon be unable to perform the services identified in this Agreement due to Ms Gordon's death or extended absences relating to illness or injury, there is nothing in this Agreement that requires the WRHA to make available to Manitoba an alternate.
- 2.6 Upon completion or termination of this Agreement, Ms Gordon will return to a position of Business Analyst or position of equivalent classification within the WRHA at the applicable salary scale.

SALARY, BENEFITS AND EXPENSES

- 3.1 Subject to Section 3.3, Manitoba shall pay to the WRHA, as reimbursement for the services provided by Ms Gordon to Manitoba pursuant to this Agreement:
 - a. Base salary in the amount of \$98,096.25 per annum; and
 - b. 22% of base salary for all staff benefit expenses and pay levies incurred by the WRHA on behalf of Ms Gordon during the period of secondment.
- 3.2 Manitoba shall pay to the WRHA the amounts stipulated in 3.1 in quarterly instalments, upon receipt of invoices there for.
- 3.3 The base salary stipulated in Section 3.1 shall be increased to reflect any adjustments approved by the WRHA for its senior employees and applicable to Ms Gordon. The WRHA shall forthwith notify Manitoba of any such increases when they occur.
- 3.4 Ms Gordon will continue to participate in all the Human Resources Policies and Procedures of the WRHA with respect to benefits, vacation, sick leave and compensation benefits as they may exist from time to time for comparable level employees within the WRHA and will retain all benefit accruals earned to date.
- 3.5 Arrangements respecting the payment of expenses incurred by Ms Gordon as a result of the secondment shall be between Manitoba and Ms Gordon consistent with Manitoba Civil Service Policy.
- 3.6 Manitoba shall maintain a record of any leave (eg. sick leave, vacation, educational) granted to Ms Gordon by Manitoba in the course of her providing services to Manitoba. Manitoba shall provide this record to the WRHA on a monthly basis.

STATUS

- 4.1 During the term of this Agreement, Ms Gordon shall remain an employee of the WRHA and shall be entitled to the rights and benefits in effect for employees of the WRHA.

CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 5.1 It is agreed that all materials, programs, reports and correspondence of any nature prepared by Ms Gordon in the course of providing services to Manitoba during the course of this secondment shall be the property of Manitoba. While this Agreement is in effect, and at all times thereafter, Ms Gordon shall treat as confidential all information, data, reports, documents and materials acquired or to which access has been given in the course of providing services to Manitoba pursuant to this Agreement and shall not disclose or permit to be disclosed any such information without first obtaining the permission of Manitoba.
- 5.2 Ms Gordon will abide by the policies of Manitoba in the performance of her duties for Manitoba.

INDEMNITY

- 6.1 Manitoba shall at all times indemnify and save harmless the WRHA, its officers, directors, employees and agents from and against every claim, demand, cost, loss expense, damage, action, suit and proceeding of any kind made, brought sustained, prosecuted or threatened to be made, brought or prosecuted in respect of any injury to or death of a person or damage to or loss of property in any manner based upon, arising during, occasioned by, attributable to or resulting from or by virtue of Ms Gordon providing services to Manitoba, including:
- a. any act or omission of Ms Gordon in the provision of services to Manitoba under this Agreement regardless of where those services are performed;
 - b. any act or omission of Manitoba in the control and direction of Ms Gordon in the course of Ms Gordon providing services to Manitoba.

GENERAL

- 7.1 Sections 5.1 and 6.1 shall survive the expiry of this Agreement.
- 7.2 The parties agree that this Agreement may be disclosed by Manitoba or the WRHA. Decisions about disclosure are at the sole discretion of Manitoba or the WRHA.
- 7.3 This Agreement shall be construed in accordance with the laws of Manitoba as applied to transactions taking place entirely within Manitoba between Manitoba residents.
- 7.4 Before, during and after the expiry or termination of this Agreement, the parties shall execute all documents and do all acts and things as any other party may reasonably request in order to carry out the intent of this Agreement.
- 7.5 The parties may amend any provision of this Agreement at any time by mutual agreement by all of them in writing.
- 7.6 Any notices given under this Agreement shall be in writing and delivered or sent by courier, facsimile transmission or registered mail to the respective addresses set out below or such other address as one party may notify the other, in writing:

TO: Manitoba
Attention: Ms Donna Miller

Clerk of the Executive Council
 Room 215 Legislative Building
 450 Broadway, Winnipeg, Manitoba R3C 0V8

TO: The Winnipeg Regional Health Authority
 Attention: Mr. Milton Sussman
 President and Chief Executive Officer
 4th Floor 650 Main St.
 Winnipeg, Manitoba R3B 1E2

TO: Ms Audrey Gordon

- 8.1 This Agreement shall inure to the benefit of and be binding upon any successors of Manitoba and the WRHA and the heirs, executors and administrators of Ms Gordon.
- 8.2 The parties shall not assign or transfer this Agreement or any of the rights, responsibilities or obligations hereunder.
- 8.3 This Agreement contains the entire agreement between the parties and there are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement related to the Secondment of Ms Gordon.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates noted below.

"Original signed by"

July 22, 2016

 Audrey Gordon

 Date