

File No.: 04-1000-20-2017-279

August 8, 2017

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of July 24, 2017 for:

The employment contract for Managing Director of Cultural Services' Branislav Henselmann and the moving expenses report, (showing individual expenses, payments and reimbursements), related to Branislav Henselmann's move to Vancouver, after being hired by City of Vancouver.

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.22(1) of the Act. You can read or download this section here: [http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00)

Please note: there were no moving expenses.

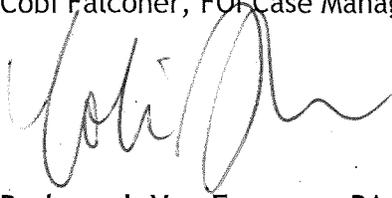
Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2017-279); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at [foi@vancouver.ca](mailto:foi@vancouver.ca) if you have any questions.

Yours truly,

Cobi Falconer, FOI Case Manager, for

A handwritten signature in black ink, appearing to read 'Cobi Falconer', written over a faint, illegible typed name.

**Barbara J. Van Fraassen, BA**  
**Director, Access to Information**

*Barbara.vanfraassen@vancouver.ca*  
*453 W. 12th Avenue Vancouver BC V5Y 1V4*  
*Phone: 604.873.7999*  
*Fax: 604.873.7419*

Encl.

:cf

December 2, 2016

Branislav Henselmann

s.22(1)

**Re: Offer of Employment - Branislav**

Dear Branislav:

I very much enjoyed our recent discussion and am pleased to confirm an offer of employment for the regular full-time position of Managing Director, Cultural Services within the Community Services Department at the City of Vancouver. Your start date will be mutually agreed upon.

Based on your qualifications and experience, I am pleased to confirm a base salary of \$150,000. This annual base salary is your basic rate of pay, and does not include benefits, pension contributions, or any additional payments of money or perquisites of any kind. Continued employment and future salary increases will be aligned with performance, and with the City's salary administration policies.

The City has a comprehensive and very generous benefit plan and vacation package as detailed in the attached *Flexible Benefits Plan - Exempt Employee Handbook*. As a regular full-time employee, participation in the Municipal Pension Plan is mandatory; details about the plan can be found at [mpp.pensionsbc.ca](http://mpp.pensionsbc.ca). During your first couple of weeks of employment, you will be contacted by our Benefits Coordinator to discuss your benefits and arrange enrolment in the plans.

In this role, you are entitled to a combination of annual vacation and participation in an earned time off plan. The City's Earned Days Off (EDO) plan provides for 15 days annually in recognition for extended hours worked up to and exceeding a standard work day without overtime or other additional compensation. In addition, you are entitled to annual vacation time totaling 18.5 days; this specific calculation reflects your participation in the EDO plan. Please note that your EDO and vacation entitlements will be prorated for the 2017 calendar year. More information about EDO and vacation, including the parameters for scheduling and payout of earned time, can be found in the Exempt Employee Handbook.

Offer Letter BH Dec 2 2016

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As part of this offer of employment, the City feels it is important to be clear about other key terms and conditions. The terms and conditions with regard to termination of your employment with the City are attached as Appendix A to this offer letter.

Please sign this letter and return it to me, please keep a copy for your records. In signing your acceptance of this offer, you acknowledge that it is your decision to accept this position.

Congratulations! I am delighted to have you join our team; we have a lot of interesting work ahead of us. On behalf of the Community Services team, we look forward to working with you in your new role.

Welcome to the City of Vancouver, Branislav!

Yours truly,

*I understand and accept the offer of employment and terms and conditions as outlined in this letter and all attachments including Appendix A*



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Kathleen Llewellyn-Thomas, P. Eng  
General Manager, Community Services

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Branislav Henselmann / 2 December 2016  
Date

tel: 604-871-6858  
kathleen.llewellyn-thomas@vancouver.ca

Attachments

cc: Employee personnel file

## Appendix A

Throughout our recruiting process, the City of Vancouver seeks to ensure mutual understanding, clarity and fairness with all prospective employees with regard to the terms and conditions of employment. Therefore, it has become the City's practice to include the City's standard termination clauses as they relate to your annual base salary:

You may be terminated without cause, with notice and/or with pay in lieu of notice. In the event that you are terminated without cause, appropriate notice and/or pay in lieu of notice will apply based on the following schedule:

- Should such a termination occur within the first twelve months of employment, notice or pay in lieu of notice will be one month of your annual base salary.
- Upon completion of twelve months of employment, notice or pay in lieu of notice will be equal to one additional month per completed year of service up to a maximum of twelve months of your annual base salary.
- Upon completion of sixteen or more years of continuous service, notice or pay in lieu of notice will be a maximum of fifteen months of your annual base salary.

Base salary is your basic rate of pay at the time of termination, excluding all benefits, pension contributions, bonuses, gratuities, salary adjustment or any additional payments of money or perquisites of any kind and is subject to all appropriate statutory deductions.

It is understood that you hereby waive claim for further notice of compensation and agree the foregoing notice periods are deemed conclusively to be reasonable notice of termination. Should the City opt for working notice, the same above-mentioned notice periods will apply.

If you choose to resign, you will be required to give the City not less than 20 business days' written notice prior to your termination date.