

**“MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT
BYLAW 2005 NO. 7000”**

Consolidated Version

2013-FEB-18

Includes Amendments: 7000.01, .02, .03

CITY OF NANAIMO

BYLAW NO. 7000

A BYLAW TO ESTABLISH THE TERMS AND CONDITIONS OF EMPLOYMENT FOR
OFFICERS AND MANAGEMENT/EXCLUDED EMPLOYEES OF THE CITY

WHEREAS the Council of the City of Nanaimo has the authority to establish terms and conditions of employment, including the appointment and termination, of its Officers and Management/Excluded Employees;

THEREFORE the Council of the City of Nanaimo, in open meeting assembled, ENACTS AS FOLLOWS:

1. Title

This Bylaw may be cited as "MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT BYLAW 2005 NO. 7000".

2. Definitions

In this Bylaw, unless the context otherwise requires:

"CITY"	means the City of Nanaimo.
"COUNCIL"	means the Council of the City of Nanaimo.
"MANAGEMENT/EXCLUDED EMPLOYEE"	means an Employee of the City of Nanaimo who is either a manager, or is an Employee who is excluded from the unionized bargaining unit.
"EMPLOYER"	means the City of Nanaimo.
"OFFICER"	means persons holding the offices of the City of Nanaimo as set out in Sections 3 and 4 of the City's Officers Appointment and Delegation Bylaw.

3. Designation of Officers and Management/Excluded Employees of the City

3.1 Officers of the City, as enumerated in the City's Officers Appointment and Delegation Bylaw, shall be considered as Group I Employees in this Bylaw.

3.2 Management/Excluded Employees of the City, other than designated Group I Employees in Section 3.1, shall be considered as Group II Employees in this Bylaw.

4. Remuneration

The salaries for Officers and Management/Excluded Employees shall be determined by the City Manager following evaluation by the Hay System or alternate system as approved from time to time by resolution of Council.

5. Appointment and Promotion

5.1 The City Manager has the authority and responsibility as the Senior Manager of the City for hiring, termination and restructure decisions pertaining to all Staff and all departments (subject to compliance with *Community Charter* requirements).

5.2 Appointment to any Group I position shall be made by the City Manager or his designate.

5.3 Appointment to any Group II position shall be made by the Department Director responsible following consultation with the City Manager or his designate, or by the City Manager.

5.4 Appointment to any Group I or Group II position shall be subject to a probation period of six months, which may be extended by mutual agreement.

6. Cancellation of Appointment Prior to Expiration of Probation Period

6.1 Where an Employee of the City is appointed to any Group I or Group II position, and it is determined that such appointment is to be cancelled within the probationary period, the following applies:

(a) With respect to appointments to Group I positions, the decision to terminate the appointment shall be made by Council pursuant to Section 154 of the *Community Charter*.

(b) With respect to appointments to Group II positions, the decision to terminate shall be made by the responsible Department Director in consultation with the City Manager or his designate.

(c) In either case, for internal appointments, the incumbent shall receive two months notice, or salary in lieu of notice, and be returned to his former position without loss of seniority. For the purpose of this section, the salary to be paid in lieu of notice shall be the salary currently paid the incumbent for appointment to the higher position.

(d) Where an appointment to any position is made from outside the City Staff, and prior to the expiry of the probation period the Employer decides to cancel the appointment and terminate the employment relationship, such termination shall be on one month notice or salary in lieu of notice. (Bylaw 7000.03)

6.2 Section 6.1(b), (c) and (d) shall not apply in those instances where a Management/Excluded Employee is dismissed for cause.

7. Termination of Employment Beyond Probation Period

7.1 Termination of employment of any Officer having served past the probation period shall be made by Council pursuant to the *Community Charter*.

7.2 Termination of employment of any Management/Excluded Employee, other than an Officer, having served past the probation period shall be made by the responsible Department Director in consultation with the City Manager or his designate.

7.3 "Reasonable Notice" of termination of any Officer or Management/Excluded Employee shall mean the length of notice or payment-in-lieu thereof as follows:
(Bylaw 7000.01)

(i) During the probation period, one month notice or salary in lieu of notice;

(ii) Upon completion of probation, reasonable notice in accordance with common law to a maximum of one month notice or salary in lieu of notice for each completed year of service to a maximum of 24 months with a minimum of six months notice or payment in lieu."

7.4 The Council may, in its absolute discretion, grant additional pay in lieu of notice to any Officer or Management/Excluded Employee.

7.5 "In making exceptions, Council is to consider the judicial jurisprudence that includes length of service and other factors such as character of employment (e.g. junior vs. senior manager), age of the employee and availability of comparable employment."
(Bylaw 7000.01)

8. Suspension of Officers and Employees

The suspension of employment of any Employee shall be in accordance with the *Community Charter*.

9. Group Insurance Benefits

Employee benefits shall be provided in accordance with Schedule 'A' of this bylaw and the terms and conditions of the group insurance policy.

10. Sick Benefits

Every Employee who is too ill to attend work shall be entitled, during such illness, to absent him or herself from work on full salary using sick leave entitlement as provided for in this Bylaw in accordance with Schedule 'A'.

11. Statutory Holidays (7000.03)

All Officers and Management/Excluded Employees are entitled to receive with pay the following Statutory Holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Remembrance Day
- Boxing Day
- Canada Day
- British Columbia Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Family Day"

12. Annual Vacation

12.1 Vacation entitlement for all Employees shall be as set out in Schedule 'A' of this Bylaw.

12.2 Annual vacations of Officers shall be assigned with the approval of the City Manager or designate, and the responsible General Manager or Department Director, if applicable. Annual vacations of Management/Excluded Employees shall be assigned by the responsible Department Director.

12.3 Officers and Management/Excluded Employees with vacation entitlements in excess of 20 days per year will have the option to either:

- (a) after using 15 days vacation credits, have the option to "bank" vacation to be reclaimed in subsequent years as time off only or at retirement/termination; or,
- (b) after using 20 days vacation credit, have the option to claim the balance as payment in lieu during the year earned.

12.4 Vacation entitlement in excess of 20 days, which has not been banked or paid out, shall be paid out in March of the year following the year in which it was earned.

12.5 Vacation accrual will be pro-rated for partial years of service or for absences due to long-term disability or unpaid leaves of absence.

13. Subrogation Rights

Officers and Management/Excluded Employees may use sick leave credits for time lost through accidental injuries, provided that if they should later make a claim or commence an action for damages against a third party in respect of such injuries, they shall include therewith a claim for loss of wages and shall reimburse the City to the extent that they recover in respect of the claim for loss of wages. After receipt of such monies, the City shall credit the Officer or Management/Excluded Employee with the number of sick days equivalent thereto, and any resultant gratuity days to which they may be entitled.

14. Attendance at Meetings of City Council, Committees, Commissions and Advisory Bodies
(Bylaw 7000.03)

The City Manager, the Assistant City Manager/General Manager of Corporate Services and the Manager of Legislative Services are expected to attend all meetings of the City Council, and meetings of Committees, Commissions and Advisory Bodies on request, except for approved absences. Other Officers and Management/Excluded Employees are expected to attend meetings of City Council, Committees, Commissions and Advisory Bodies as required.

15. Payment of Overtime for Management/Excluded Employees (Bylaw 7000.03)

15.1 Excluding City Manager, Assistant City Manager/General Manager of Corporate Services, General Managers and Directors, Management/Excluded Employees shall be compensated for overtime, to a maximum of 240 hours per year, with the first 80 hours worked per year compensated at straight time and additional overtime compensated at half time.

15.2 Overtime will be compensated either by way of cash payment, time off, or a combination of cash payment and time off, with a maximum of 50 percent paid out and a minimum of 50 percent taken as accumulated time off.

15.3 Overtime for employees in Salary Bands 1-3 (Administrative Assistants) will be paid in accordance with the CUPE Collective Agreement overtime provisions.

16. Contract of Employment

Notwithstanding the provisions of this Bylaw, Council may enter into a contract of employment with an Officer or a Management/Excluded Employee that varies any of the provisions set out in this Bylaw.

17. Repeal

"MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT BYLAW 2001 NO. 5488", and all amendments thereto, is hereby repealed.

SCHEDULE 'A'
(Bylaw 7000.03)

GROUP INSURANCE BENEFITS AND LEAVE ENTITLEMENTS

1. Municipal Pension Plan

Municipal Pension Plan shall be provided in accordance with the *Pension (Municipal) Act* R.S.B.C. 1979, and amendments thereto, and the Canada Pension Plan. Council may, on request, extend the date of retirement for Officers and Management/Excluded Employees pursuant to the *Pension (Municipal) Act*.

2. Medical Plan

Medical coverage, including coverage for immediate family members, shall be provided by the Employer through the Medical Services Plan of B.C. at no direct cost to the Officer or Management/Excluded Employee, to be effective on the first day of the month following the commencement of employment, or as permitted by Medical Services Plan regulations. For the purposes of this Bylaw, "immediate family members" shall mean the incumbent's spouse and dependent children.

3. Extended Health Benefits

Extended Health Benefits, including coverage for immediate family members, shall be provided by the Employer at no direct cost to the Officer or Management/Excluded Employee, to be effective the first day of the month following the commencement of employment. Extended Health Benefits shall include 100 percent coverage for prescription drugs and a Vision Care Plan.

4. Dental Plan

A Dental Care Plan shall be provided by the Employer at no direct cost to the Officer or Management/Excluded Employee, to be effective the first day of the month following the commencement of employment. The Dental Care Plan, which will pay up to reasonable and customary limits as outlined in the Dental Fee Guide, shall be as follows:

- (a) Plan 'A' Basic Restoration and Preventative Services - coverage to include Officer or Management/Excluded Employee and immediate family members - 100 percent paid by the Dental Care Plan.
- (b) Plan 'B' Prosthetic Appliances and Crown and Bridge Procedures - coverage to include Officer and Management/Excluded Employee and immediate family members - 80 percent paid by the Dental Care Plan.
- (c) Plan 'C' Orthodontics - coverage to include dependent children - 80 percent paid by the Dental Care Plan to a maximum of \$3000. (lifetime) per child.

5. Group Life Insurance

- 5.1 Group Life Insurance, including Accidental Death and Dismemberment coverage, shall be provided by the Employer at no direct cost to the Officer or Management/Excluded Employee, to an amount equal to 2.5 times the annual salary, with a minimum amount of \$150,000. to be effective upon commencement of employment.
- 5.2 Upon termination of employment, the Officer or Management/Excluded Employee has the option of purchasing personal life insurance by making application to the insurer within 30 days of the date of termination.

6. Long Term Disability Insurance (LTD)

- 6.1 All Employees shall be entitled to Long Term Disability Insurance to be effective on the 121st calendar day of illness, subject to any limits or conditions contained within the Plan.
- 6.2 Long Term Disability Insurance will provide wage protection at the rate of 70 percent of current salary to be effective upon the 121st day of illness. Monthly premiums to the Plan shall be paid 100 percent by the Employer.
- 6.3 Enrollment in the Plan shall be mandatory for all Employees. Employees on LTD shall have the option of having their benefits included in Schedule 'A' continue at the current cost-sharing arrangement for a period of up to two years.

7. Short Term Sick Leave

- 7.1 All Employees shall accumulate sick leave credits at the rate of one and one-half (1½) working days per month, cumulative to 120 work days (168 calendar days) to be used towards sick leave. Employees using earned sick leave credits shall be paid full salary.
- 7.2 Any unused annual sick leave standing to the credit of an Officer or Management/Excluded Employee at the end of a calendar year shall be accrued to his/her credit to a maximum of 120 workdays.
- 7.3 Paid sick leave in excess of accrual may be granted in exceptional circumstances, if approved by the City Manager or delegate.
- 7.4 Officers or Management/Excluded Employees with a minimum of five (5) years continuous service, upon retirement, shall be paid a gratuity for the unused balance of sick leave, if any, due them at that time up to a maximum of 60 days. In the event of death of the Employee before retirement, a gratuity based on the unused balance of sick leave shall be paid to the Employee's named beneficiary or estate.

8. Annual Vacation

8.1 Subject to any special arrangement made at the time of appointment which must be approved by the City Manager, annual vacations shall be granted to Officers and Management/Excluded Employees based on total unbroken City service as follows:

- a) During first calendar year of employment 20 days (pro-rated)
- b) During second to fourth calendar years of employment . 20 days
- c) During fifth to ninth calendar years of employment 25 days
- d) During 10th to 19th calendar years of employment..... 30 days
- e) During 20th to 29th calendar years of employment..... 35 days
- f) During 30th or greater calendar years of employment 40 days

8.2 The City Manager, Deputy City Manager, General Managers and Directors shall receive one additional week of vacation entitlement in recognition of overtime incurred.

9. Leave of Absence

9.1 Leave of Absence without pay may be granted to all Officers and Management/Excluded Employees for reasonable periods, with the prior approval of the City Manager or his designate, and the responsible Department Director, if applicable.

9.2 Leave of Absence with pay may be granted for compassionate reasons, with the prior approval of the City Manager or designate, and the responsible Department Director, if applicable.

9.3 Contributions to BC Medical, Extended Health and Dental benefits to be paid by Officers or Management/Excluded Employees while on Leave of Absence without pay shall be the sole responsibility of the Officer or Management/Excluded Employee. Benefits based on active service will be terminated during the leave of absence.

10. Maternity/Adoption and Parental Leave

10.1 Officers and Management/Excluded Employees, in the case of the natural/adopting mother or natural/adopting father, (effective 2004-JAN-01) are entitled to a combined maternity/parental leave without pay for the total number of weeks dictated by the *Employment Standards Act* before or after the birth or adoption of the child of the Officer or Management/Excluded Employee.

10.2 Maternity or adoption leave may be extended up to a maximum of one additional year for health reasons of the mother, or newborn child.

10.3 Contributions to BC Medical, Extended Health and Dental benefits for Officers or Management/Excluded Employees while on maternity/adoption or parental leave shall continue to be paid by the Employer. Benefits based on active service will be terminated during the maternity/adoption or parental leave.

11. Jury Duty

Any Employee who is summoned to perform Jury Duty shall be excused from attendance for work while performing such duties and shall be entitled to his or her full pay provided that he or she pay to the City all Jury fees to which he or she is entitled, except transport, accommodation and meal expenses.