

ATTACHMENT C

Article	Current Language	Revised Language	Change/Rationale
1 Title	This Bylaw may be cited as "MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT BYLAW 2005 NO. 7000".	This Bylaw may be cited as "MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT BYLAW 2018 NO. 7273".	Repealed bylaw, too many changes for doing amendment bylaw.
2 Definitions	<p>In this Bylaw, unless the context otherwise requires:</p> <p>"CITY" means the City of Nanaimo.</p> <p>"COUNCIL" means the Council of the City of Nanaimo.</p> <p>"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.</p> <p>"EMPLOYER" means the City of Nanaimo.</p> <p>"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.</p>	<p>In this Bylaw, unless the context otherwise requires:</p> <p>"CITY" means the City of Nanaimo.</p> <p>"COUNCIL" means the Council of the City of Nanaimo.</p> <p>"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 and is not an Officer as set out below.</p> <p>"EMPLOYER" means the City of Nanaimo.</p> <p>"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.</p>	Removed "Management" from Management/Excluded Employee definition throughout the Bylaw, and just referred to all as "Excluded" only. Primarily for ease of reading.
3 Designation of Officers and Management/Excluded Employees of the City	<p>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.</p> <p>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.</p>	Deleted this Article, renumbered remaining Articles.	Created unnecessary further definitions; resolved by just referring to Officers and Excluded Employees as such.
4 Remuneration	The salaries for Officers and Management/Excluded Employees shall be determined by the City Manager following evaluation by	The salaries for Officers and Excluded Employees shall be determined by the Chief Administrative Officer in accordance with	Removed reference to Hay System; need to consider alternate methods that are yet to be discussed or

	the Hay System or alternate system as approved from time to time by resolution of Council.	the Exempt Salary Administration Policy, as amended from time to time.	developed; staff still recommend referring this to a compensation consultant.
5 Appointment and Promotion	<p>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 <i>Community Charter</i> requirements).</p> <p>5.2 Appointment to any Group I position shall be made by the City Manager or his designate.</p> <p>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.</p> <p>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.</p>	<p>The Chief Administrative Officer has the authority and responsibility for hiring, termination and restructuring decisions pertaining to all staff and all departments (subject to compliance with <i>Community Charter</i> requirements).</p> <p>Appointment to any Officer position shall be made by the Chief Administrative Officer or designate.</p> <p>Appointment to any Excluded Employee position shall be made by the Department Director responsible following consultation with the Chief Administrative Officer or designate, or by the Chief Administrative Officer.</p> <p>Appointment to any Officer or Excluded Employee position shall be subject to a probation period of six months, which may be extended by mutual agreement.</p>	<p>Changes are primarily housekeeping.</p> <p>Title change for City Manager to Chief Administrative Officer.</p> <p>Removed reference to “as the Senior Manager”, as it was unnecessary.</p> <p>Changed Group I and II position references to Officer and Excluded Employee respectively</p>
6 Cancellation of	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	Where an employee of the City is appointed to any Officer or Excluded Employee position, and it is determined that the individual	Clearer language, using “terminated” instead of “appointment is to be cancelled.

Appointment Prior to Expiration of Probationary Period	<p>is to be cancelled within the probationary period, the following applies:</p> <p>(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 <i>Community Charter</i>.</p> <p>(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.</p> <p>(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.</p> <p>(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)</p> <p>6.2 Section 6.1(b), (c) and (d) shall not apply in those instances where a Management/Excluded Employee is dismissed for cause.</p>	<p>is to be terminated within the probationary period, the following applies:</p> <p>(a) The decision to terminate Officers shall be made by Council in accordance with the provisions of the <i>Community Charter</i>.</p> <p>(b) The decision to terminate Excluded Employees shall be made by the responsible Department Director in consultation with the Chief Administrative Officer or designate.</p> <p>(c) In either case, for internal appointments, the incumbent shall receive two months' notice, or salary in lieu of notice, and be returned to the incumbent's 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. In cases where the employee receives salary in lieu of notice, the payment will be reduced by any earnings the employee receives during the two month period.</p> <p>(d) For external appointments, where 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's notice or salary in lieu of notice. (Bylaw 7000.03)</p> <p>5.2 Section 5.1 (c) and (d) shall not apply when an Excluded Employee is dismissed for cause.</p>	<p>Removed reference to specific section of Community Charter.</p> <p>Title change for City Manager to Chief Administrative Officer.</p> <p>Added language at the end to be clear that earnings from mitigation were to be deducted from the City's obligation to pay in lieu of notice.</p> <p>Clearer language about external appointments, as Council thought "from outside the City Staff" was ambiguous.</p> <p>Removed "b" from this list, as it had nothing to do with notice in advance of termination and therefore had no relevance in this list.</p>
7 Termination of Employment	<p>7.1 Termination of employment of any Officer having served past the probation period shall be made by Council pursuant to the <i>Community Charter</i>.</p>	<p>6.1 Termination of employment of any Officer having completed probation shall be made by Council in accordance with the provisions of the <i>Community Charter</i>.</p>	<p>Changed "served past the probation period" to "completed probation" for clarity.</p>

Beyond Probation Period	<p>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.</p> <p>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)</p> <p>(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."</p> <p>7.4 The Council may, in its absolute discretion, grant additional pay in lieu of notice to any Officer or Management/Excluded Employee.</p> <p>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)</p>	<p>6.2 Termination of employment of any Excluded Employee, other than an Officer, having completed probation shall be made by the responsible Department Director in consultation with the Chief Administrative Officer or designate, or by the Chief Administrative Officer.</p> <p>6.3 "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)</p> <p>(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.</p> <p>6.4 The Council may, in its absolute discretion, grant additional pay in lieu of notice to any Officer or Excluded Employee.</p> <p>6.5 "In making exceptions, Council is to consider the judicial jurisprudence that includes length of service and other factors such as nature of position (e.g. junior vs. senior manager), age of the employee, salary and availability of comparable employment." (Bylaw 7000.01)</p> <p>6.6 Employees are required to give the following minimum working notice of resignation from their employment: (i) Four weeks for Officers, and Excluded Employees at the Director level and above; (ii) Three weeks for Excluded Employees at the Manager level; (iii) Two weeks for all other Excluded Employees.</p> <p>6.7 The Chief Administrative Officer may waive all or a portion of any notice period stipulated in section 6.6.</p>	<p>Removed "Management" as per Definitions in Article 2.</p> <p>Removed minimum 6 month notice and reference to one month per year of service to a maximum of 24 months, and will defer to common law.</p> <p>Added minimum notice periods for staff who give notice of resignation.</p> <p>Added that CAO can waive notice to allow him/her an "out" if desired in particular circumstances.</p>
8 Suspension of Officers and Employees	The suspension of employment of any Employee shall be in accordance with the <i>Community Charter</i> .	The suspension of employment of any Officer shall be in accordance with the <i>Community Charter</i> .	Only officers are subject to suspension under the Community Charter; for all employees, common law prevails. Changed title of clause to reflect this.

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.	Officer and Excluded Employee benefits shall be provided in accordance with Schedule 'A' of this Bylaw and the terms and conditions of the group insurance policy.	Made clear that both classes of staff were entitled to group insurance benefits. Removed ambiguity.
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'.	Every Officer or Excluded Employee who is too ill or injured to attend work shall be entitled, during such illness or injury, 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'.	Made clear that both classes of staff were entitled to sick benefits. Removed ambiguity. Added "injury" to the clause, as has been longstanding practice.
11 Statutory Holidays	All Officers and Management/Excluded Employees are entitled to receive with pay the following Statutory Holidays: [statutory holidays listed]	All Officers and Excluded Employees are entitled to receive the following Statutory Holidays with pay: [statutory holidays listed]	Changed the placement of "with pay" for easier interpretation.

<p>12 Annual Vacation</p>	<p>12.1 Vacation entitlement for all Employees shall be as set out in Schedule ‘A’ of this Bylaw.</p> <p>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.</p> <p>12.3 Officers and Management/Excluded Employees with vacation entitlements in excess of 20 days per year will have the option to either:</p> <p>(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,</p> <p>(b) after using 20 days vacation credit, have the option to claim the balance as payment in lieu during the year earned.</p> <p>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.</p> <p>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.</p>	<p>11.1 Vacation entitlement for all Officers and Excluded Employees shall be as set out in Schedule ‘A’ of this Bylaw.</p> <p>11.2 Annual vacations of Officers shall be scheduled with the approval of the Chief Administrative Officer or designate, and the responsible Department Director, if applicable. Annual vacations of Excluded Employees shall be scheduled with the approval of the responsible Department Director.</p> <p>11.3 All vacation entitlements must be used by the end of March of the year following the year in which it is granted, subject to the following:</p> <p>(a) Officers and Excluded Employees with vacation entitlements in excess of 20 days per year, and have used a minimum of 15 days, have the option to:</p> <p>(i) carry forward up to five (5) days’ vacation to be reclaimed in subsequent years as time off; and/or</p> <p>(ii) claim the balance as payment in lieu during the year in which it is granted at the rate of pay at which it was granted.</p> <p>(b) No carry forward of vacation is permitted for Officers and Excluded Employees who have vacation entitlements of 15 days or less, or who have used less than 15 days, unless prior approval is received from the Chief Administrative Officer.</p> <p>11.4 Vacation entitlement which has not been carried forward or paid out as in 11.3 above shall be paid out by the end of March of the following year.</p> <p>11.5 Vacation accrual shall be pro-rated for partial years of service, for absences on long-term disability, or for unpaid leaves of absence.</p> <p>11.6 The maximum carry forward vacation bank allowable at any time shall be five (5) days.</p>	<p>Made clear that both classes of staff were entitled to annual vacation.</p> <p>Changed “shall be assigned” to “shall be scheduled” to reflect actual practice; staff are not <i>assigned</i> vacation blocks.</p> <p>Added language to allow vacation to be used over a 15 month period instead of current 12 months.</p> <p>Changed terminology from “bank” to “carry forward” to be consistent with Payroll usage, ensure clarity.</p> <p>Limited the maximum carry forward in one year to five days.</p> <p>Specified that vacation is paid out at the rate granted; if carried forward to following March, paid at previous year’s rate.</p> <p>Made exceedingly clear that three weeks must be used at a minimum before exploring carry forward or payout, unless special arrangement approved by CAO.</p> <p>Lowered maximum carry forward from unlimited to five days total.</p>
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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.	Officers and 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 Excluded Employee with the number of sick days equivalent thereto, and any resultant gratuity days to which they may be entitled.	Removed “Management” as per Definitions in Article 2.
14 Attendance at Meetings of City Council, Committees, Commissions and Advisory Bodies	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.	The Chief Administrative Officer, Chief Financial Officer and the City Clerk 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 Excluded Employees are expected to attend meetings of City Council, Committees, Commissions and Advisory Bodies as required.	Title changes, removed General Managers. Removed “Management” as per Definitions in Article 2.

15 Payment of Overtime for Management/ Excluded Employees	<p>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.</p> <p>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.</p> <p>15.3 Overtime for employees in Salary Bands 1-3 (Administrative Assistants) will be paid in accordance with the CUPE Collective Agreement overtime provisions.</p>	<p>14.1 Officers and Excluded Employees, excluding the Chief Administrative Officer, Chief Financial Officer and Directors, 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.</p> <p>14.2 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.</p> <p>14.3 Overtime for employees in Salary Bands 1-3 (Administrative Assistants) will be paid in accordance with the CUPE Collective Agreement overtime provisions.</p>	<p>Removed “Management” as per Definitions in Article 2.</p> <p>Rearranged wording at start for clarity.</p> <p>Updated to current job titles.</p>
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.	Council may enter into a contract of employment with an Officer or Excluded Employee. Where the provisions of such contracts are inconsistent with the provisions of this Bylaw, the provisions of the contracts take precedent.	Reworded, no change of intent.
17 Repeal	"MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT BYLAW 2001 NO. 5488", and all amendments thereto, is hereby repealed.	"MANAGEMENT TERMS AND CONDITIONS OF EMPLOYMENT BYLAW 2005 NO. 7000", and all amendments thereto, is hereby repealed.	Amendment bylaw would have been too lengthy and confusing; repeal and replace instead.

SCHEDULE A			
1 Municipal Pension Plan	Municipal Pension Plan shall be provided in accordance with the <i>Pension (Municipal) Act</i> 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 <i>Pension (Municipal) Act</i> .	Municipal Pension Plan shall be provided in accordance with the <i>Public Sector Pension Plans Act</i> S.B.C. 1999, and amendments thereto, and the Canada Pension Plan.	Updated to current legislation. Removed reference to extending retirement date, since no more mandatory retirement at age 65.
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.	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 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.	Removed “Management” as per Definitions in Article 2.
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.	Extended Health Benefits, including coverage for immediate family members, shall be provided by the Employer at no direct cost to the Officer or 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.	Removed “Management” as per Definitions in Article 2.

4 Dental Plan	<p>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:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>A Dental Care Plan shall be provided by the Employer at no direct cost to the Officer or 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:</p> <p>(a) Plan 'A' Basic Restoration and Preventative Services - coverage to include Officer or Excluded Employee and immediate family members - 100 percent paid by the Dental Care Plan.</p> <p>(b) Plan 'B' Prosthetic Appliances and Crown and Bridge Procedures - coverage to include Officer and Excluded Employee and immediate family members - 80 percent paid by the Dental Care Plan.</p> <p>(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.</p>	Removed “Management” as per Definitions in Article 2.
5 Group Life Insurance	<p>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.</p> <p>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.</p>	<p>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 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.</p> <p>5.2 Upon termination of employment, the Officer or Excluded Employee has the option of purchasing personal life insurance by making application to the insurer within 30 days of the date of termination.</p>	Removed “Management” as per Definitions in Article 2.

<p>6 Long Term Disability Insurance (LTD)</p>	<p>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.</p> <p>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.</p> <p>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.</p>	<p>6.1 All Officers and Excluded 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.</p> <p>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.</p> <p>6.3 Enrollment in the Plan shall be mandatory for all Officers and Excluded Employees. Officers and Excluded 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.</p>	<p>Made clear that both classes of staff were entitled to LTD. Removed ambiguity.</p>
<p>7 Short Term Sick Leave</p>	<p>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.</p> <p>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.</p> <p>7.3 Paid sick leave in excess of accrual may be granted in exceptional circumstances, if approved by the City Manager or delegate.</p> <p>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.</p>	<p>7.1 All Officers and Excluded 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. Officers and Excluded Employees using earned sick leave credits shall be paid full salary.</p> <p>7.2 Any unused annual sick leave standing to the credit of an Officer or Excluded Employee at the end of a calendar year shall be accrued to his/her credit to a maximum of 120 workdays.</p> <p>7.3 Paid sick leave in excess of accrual may be granted in exceptional circumstances, if approved by the Chief Administrative Officer or designate.</p>	<p>Made clear that both classes of staff were entitled to LTD. Removed ambiguity.</p> <p>Removed "Management" as per Definitions in Article 2.</p> <p>Removed payout of 60-day sick leave gratuity.</p>

8 Annual Vacation	<p>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:</p> <p>[vacation allotments listed]</p> <p>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.</p>	<p>8.1 Subject to any special arrangement made at the time of appointment which must be approved by the Chief Administrative Officer, annual vacations shall be granted to Officers and Excluded Employees based on total unbroken City service as follows:</p> <p>[vacation allotments listed]</p> <p>8.2 The Chief Administrative Officer, Chief Financial Officer, and Directors shall receive one additional week of vacation entitlement in recognition of overtime incurred.</p>	<p>Removed “Management” as per Definitions in Article 2.</p> <p>Updated to current job titles.</p>
9 Leave of Absence	<p>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.</p> <p>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.</p> <p>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.</p>	<p>9.1 Leave of Absence without pay may be granted to all Officers and Excluded Employees for reasonable periods, with the prior approval of the Chief Administrative Officer or designate, and the responsible Department Director, if applicable.</p> <p>9.2 Leave of Absence with pay may be granted for compassionate reasons, with the prior approval of the Chief Administrative Officer or designate, and the responsible Department Director, if applicable.</p> <p>9.3 Premium payments for Medical Services Plan, Extended Health and Dental benefits for Officers or Excluded Employees on Leave of Absence without pay shall be the sole responsibility of the Officer or Excluded Employee. Benefits based on active service will be suspended during the leave of absence.</p>	<p>Removed “Management” as per Definitions in Article 2.</p> <p>Changed to current job title for CAO.</p> <p>Corrected terminology, from “contributions” to “premium payments”.</p> <p>Corrected that benefits are suspended, not terminated, during the leave of absence.</p>

<p>10 Maternity/ Adoption and Parental Leave</p>	<p>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 <i>Employment Standards Act</i> before or after the birth or adoption of the child of the Officer or Management/Excluded Employee.</p> <p>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.</p> <p>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.</p>	<p>10.1 Officers and Excluded Employees, in the case of the natural/adopting mother or natural/adopting father, re entitled to a combined maternity/parental leave without pay for the total number of weeks dictated by the <i>Employment Standards Act</i> (as amended from time to time) before or after the birth or adoption of the child of the Officer or Management/Excluded Employee.</p> <p>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.</p> <p>10.3 Premium payments for all benefits shall continue to be paid by the Employer for Officers and Excluded Employees on maternity/adoption or parental leave</p>	<p>Removed “Management” as per Definitions in Article 2.</p> <p>Added reference to legislation “as amended from time to time” to capture that we apply the legislation as it exists at the time of the leave.</p> <p>Corrected terminology, from “contributions” to “premium payments”.</p> <p>Removed reference to terminating benefits while on leave; all are maintained (through employee payment of premiums).</p>
<p>11 Jury Duty</p>	<p>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.</p>	<p>Any Officer or Excluded 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 pays to the City all Jury fees to which he or she is entitled, except transport, accommodation and meal expenses.</p>	<p>Made clear that both classes of staff were covered under this Article. Removed ambiguity.</p>