

THE CITY OF VAUGHAN

BY-LAW

BY-LAW NUMBER 100-2002

A By-law to provide the terms and conditions for the employment of Officers and Servants of the City of Vaughan (Management By-Law).

Council of The Corporation of the City of Vaughan ENACTS AS FOLLOWS:

1. That subject to By-law 119-76 (the CAO Appointment By-law), Council of The Corporation of the City of Vaughan shall appoint such officers and servants as may be necessary for the purposes of the Corporation or for carrying into effect the provision of any Act of the Legislature or by-law of the Council, and for fixing their remuneration and prescribing their duties and the security to be given for the performance of them.
2. And That the terms and conditions of employment for all employees of The Corporation of the City of Vaughan shall be in accordance with Schedule A, including salaries as shown on Schedule "1" of Schedule A for the year 2002, which shall be deemed to come into effect on January 1, 2002, which salaries shall be phased in, in accordance with Schedule "B" attached hereto.
3. And That the provisions of this By-law shall not effect any Collective Agreement, between the Corporation and a legally constituted Trade Union, or employees represented by such Trade Union.
4. And That City of Vaughan By-Laws Nos. 60-2000 and 99-2002 be and are hereby repealed.
Schedules A and B attached hereto, form and are part of this By-law.

READ a FIRST, SECOND and THIRD time and finally passed this 15th day of April, 2002.

Mayor

J. D. Leach, City Clerk

SCHEDULE "A" TO BY LAW 100-2002

1. PROBATION

- 1.1 All employees hired by the Corporation shall be on probation for a period of six-months commencing with the date of hire.

2. SALARY ADMINISTRATION

- 2.1 An employee will receive a written performance evaluation at the end of the six (6) month probation period. Employees shall receive a one (1) level increment following successful completion of the probation period and upon a satisfactory performance evaluation with the department head's recommendation to the City Manager/Deputy City Manager, who have the authority to grant such increment.
- 2.2 Progressive salary increments shall continue on an annual basis as determined through the 'STEPS' on the salary schedule, attached as Schedule 1 (2002) hereinafter called the Salary Schedule. Increments are effective on the employee's anniversary date upon completion of a satisfactory performance evaluation and annually thereafter until the employee reaches job rate on the salary schedule.
- 2.3 Attainment of job rate on the salary schedule shall mean the employee is 'FULLY COMPETENT' 'FULLY COMPETENT' means: the employee consistently meets the required performance level expected in the job.
- 2.3.1 The start rate for new employees shall be determined by the appropriate Commissioner and Director in consultation with the Human Resources Department. The start rate is subject to the approval of the City Manager/Deputy City Manager where no agreement is reached. Progression from the entry level on the salary schedule to subsequent salary levels will be in accordance with the procedure outlined above.

3. POSITION CLASSIFICATION

- 3.1 Classification of positions will be determined using the following criteria:

- skill
- effort
- responsibility
- working conditions

This information is provided through the official job description, augmented by the job description questionnaire.

- 3.2 Job descriptions are developed by the Human Resources Department from information provided by management staff in the relevant department. Questionnaires are completed by any incumbent in the position and approved by their Director.

4. POSITION RECLASSIFICATION

4.1 Reclassification of positions will be conducted as a result of changes to the job or a broadening of responsibilities within the scope of the job. The procedure is as follows:

- A formal written request will be made to the Human Resources Department with substantiation by the appropriate Director as to the reasons why a position reclassification is warranted.
- A questionnaire will be completed by the incumbent and approved by their Director.
- A revised job description will be compiled in the Human Resources Department including securing the necessary approvals to deem the job authorized.
- An internal job evaluation committee will be convened to re-evaluate the position utilizing the supporting documentation.
- The result of the job evaluation will be conveyed to the appropriate Director.
- The effective date of any change in the salary grade of the re-evaluated position will be effective the date the job description was authorized by the City Manager/Deputy City Manager or nine (9) months following the date of the request.
- The result of the evaluation meeting will be included as an information item to Council in the semi-annual report.

5. HOURS OF EMPLOYMENT

5.1 (a) The hours of employment shall be a minimum thirty-five hours per week, normally between the hours of seven a.m. and six p.m.

(b) Notwithstanding paragraph (a) for management staff supervising employees within the hourly rated bargaining unit, the hours of work shall be a minimum of forty hours per week, normally between the hours of seven a.m. and six p.m.

6. PAYMENT FOR AUTHORIZED OVERTIME

6.1 Grade 5 and Below:

For authorized hours worked beyond thirty-five hours, employees will be paid at time and one-half. Overtime worked may be taken as straight time off, instead of being paid, but such time must be taken off at a time suitable to their Supervisor. Time so accumulated must be taken off within six months of when actually earned.

6.2 Grade 6 and Above:

In lieu of overtime pay, employees shall be entitled to five days off per year. These five days are effective once the employee has worked thirty-five hours of authorized overtime within the calendar year. Overtime is to be monitored during the calendar year and the five days must be taken in the year in which they are accumulated. The five days are non-cumulative.

7. VACATIONS

Employees who have completed their probationary period shall be entitled to an annual vacation with

pay in accordance with the following provisions:

- (i) Vacation entitlements shall be calculated by length of service on an employee's anniversary date. Employees with less than one year's service shall receive vacation with pay of one and one-half days for each month of service to a maximum of fifteen days.
- (ii) Employees with more than one year's service shall receive an annual vacation with pay of three weeks (fifteen days)
- (iii) Employees who have completed five years of service shall accumulate annual vacation with pay in accordance with the following schedule:

<u>Years of Completed Service</u>	<u>Number of Days</u>
5 years	16 days
6 years	17 days
7 years	18 days
8 years	20 days
9 years	20 days
10 years	21 days
11 years	22 days
12 years	23 days
13 years	24 days
14 years	25 days
25 years	30 days

- (i) The City Manager, Deputy City Manager, Commissioners and Directors are entitled to four weeks vacation upon being hired. The vacation entitlement is eligible for use upon completion of the probation period unless approved by the City Manager/Deputy City Manager. Upon completion of ten years service, they shall accumulate annual vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Days</u>
10 years	25 days
12 years	27 days
13 years	29 days
14 years	30 days
25 years	35 days

- (v) Vacation accrued at the anniversary date in any year must be used prior to the anniversary date of the following year with the exception that not more than two weeks (10 days) per year may be retained and accumulated by employees; provided that every effort must be made to ensure that banked vacation days do not exceed 12 weeks (60 days).

- (vi) Employees shall be entitled to their vacation in an unbroken period wherever possible, subject to operational requirements, provided that a vacation in excess of fifteen working days (3 weeks) shall require the approval of the immediate supervisor.

8. **Statutory and City Declared Holidays**

All employees shall be entitled to the following holidays with no loss of pay:

New Years Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition, employees shall be entitled to one half day before Christmas and one-half day before New Years Day. Should any of the above holidays fall on a Saturday or Sunday, the Monday or Friday may be considered as the holiday.

In addition to the above, employees who are actively employed during January and February are entitled to one floating holiday provided it is taken between March 1st and December 31st in the same year.

In the event that an employee is required to work on any of the above days or half days, overtime provisions shall apply.

9. **LEAVE OF ABSENCE**

Sick Leave

New employees shall have placed to their credit, ten sick days, which may be drawn upon during probation. Upon successful completion of the probationary period an additional fifty days shall be placed to the employee's credit, which may be drawn upon in the event of an illness.

After three years service, sick leave accumulation shall increase on the basis of one and one-half days per month of employment, i.e. eighteen days per year.

Paid time off will be granted to full-time employees to the limit of their accumulated sick leave or until the commencement of Long Term Disability (LTD) benefits. LTD benefits shall be available after an elimination period of one hundred and twenty (120) calendar days. However, an employee may elect to use their accumulated sick credits to a maximum of six months prior to the commencement of LTD.

An employee shall not accumulate sick leave credits or vacation credits while claiming and receiving LTD benefits.

An employee shall produce proof of sickness for any absence in the form of a medical certificate if so required by the Corporation. All unused sick leave may be accumulated to the credit of an employee.

No employee shall have any vested interest in sick leave accumulation and no employee shall receive any payment because of unused sick leave. An employee shall not accumulate sick credits or

vacation credits while absent because of illness.

Rehabilitation

Any employee on LTD who participates in a rehabilitation program shall have their LTD payments (75% of gross salary) augmented by five percent for each full day worked, within a work week, up to a maximum of 25% of gross salary for a five day work week.

Personal Leave

Employees, who require time off from work for unforeseen personal needs, may with the approval of their Supervisor use up to a maximum of five accumulated sick days per year for such purposes.

Employees observing Religious Holidays or Cultural Holidays not recognized elsewhere in this By-Law and requiring time away from work may use 'personal leave days' for this purpose.

Bereavement Leave

In the event of a death within the immediate family of an employee, the employee shall be entitled to time off with pay up to five days in order to make arrangements for or attend at the funeral. Immediate family includes mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, stepmother, stepfather, ward or guardian. Employees will be granted one days' leave on the same basis in the event of the death of a grandparent, grandchild, sister-in-law, brother-in-law, niece or nephew.

Leave of Absence With or Without Pay

The Corporation may grant a leave of absence to any employee for personal reasons upon appropriate terms and conditions as approved by the appropriate Commissioner/Director.

Leaves of absence in excess of three months' duration must be authorized by the City Manager/Deputy City Manager.

Pregnancy and Parental Leave

Pregnancy and Parental leave shall be granted in accordance with the provisions of the Ontario Employment Standards Act, to a combined maximum of one year, with the maximum of either pregnancy or parental leave being six months.

10. BENEFITS

The Corporation will provide the following paid benefits:

- Employment Insurance
- Workplace Safety Insurance
- Employer's Health Tax
- Canada Pension Plan
- Life Insurance and Accidental Death and Dismemberment Insurance
- Hospital Room Coverage
- Extended Health Care Coverage including vision care and prescription drugs

Dental Insurance Coverage

The Corporation may adjust the level of benefits and change carriers from time to time.

11. PENSIONS AND RETIREMENT

Pension benefits will be provided in accordance with the provisions of the Ontario Municipal Employees Retirement Systems Act 1961/1962 (OMERS).

No employee may remain in the employment of the Corporation beyond their normal retirement age (NRA 65) as prescribed in the Act unless approved by the City Manager/Deputy City Manager.

12. TRANSPORTATION

The Corporation will provide the City Manager, Deputy City Manager and the Commissioners with a City vehicle as a taxable benefit including license, fuel, insurance, maintenance and repairs. The type of vehicle provided will be in accordance with the City's procurement policy.

The Corporation will provide City-owned vehicles to be made available on an as needed basis for those Directors who are required to travel during the normal course of their work activities.

Kilometre rates reimbursed to employees using their personal vehicles on Corporate business shall be as follows:

- Current rate for the Private Transportation Index component of the Consumer Price Index of Canada (currently .37 cents per kilometre) for all work related mileage where the total of such mileage does not exceed 1,000 kilometres per year.
- An additional .10 cents per kilometre for all work related mileage where total of such mileage does exceed 1,000 kilometres per year.

13. INCENTIVE

An incentive payment will be available to those management/non-union staff that qualify under the following criteria:

- A special circumstance arose during the year that required the employee to provide service/duty over and above the normal course of his/her responsibilities
- The special circumstance required extraordinary performance on the part of the employee
- The achievement on the part of the employee was deemed valuable and necessary to the corporation
- Examples of these circumstances would include: a labour strike, a weather disaster, an environmental catastrophe, a major loss of staff resources, etc.

The incentive payment would be to a maximum of five percent (5%) of the employee's annual salary. The payment would be made upon the authorization of the City Manager. The incentive would be a lump sum payment to recognize the performance of the employee during the special circumstance and would not affect the employee's placement on the salary schedule.