

THE TOWN OF THE CITY OF DAWSON

BYLAW TO REPEAL THE PUBLIC SERVICE BYLAW

BYLAW #11-19

WHEREAS the City of Dawson has enacted Bylaw #07-16, being the Public Service Bylaw; and

WHEREAS Bylaw 07- 16 set forth the terms and conditions of employment for employees of the City of Dawson with the exception of Management level employees; and

WHEREAS the Canada Industrial Relations Board did, by order number 9762-U (subsequently amended by order no. 9934-U) certify the Public Service Alliance of Canada as the bargaining agent for a unit of employees of the City of Dawson; and

WHEREAS the City of Dawson has engaged in negotiations of the first collective agreement to govern the employment relationship between the unit of employees identified in order number 9762-U;

WHEREAS upon ratification of the collective agreement there will be no need for the Public Service Bylaw; and

WHEREAS the position of Executive Assistant is currently governed by the Public Service Bylaw, but has been excluded from the unit of employees represented by the bargaining Agent;

WHEREAS Bylaw #05-04 and its amendments make reference to several section of the Public Service Bylaw;

NOW, THEREFORE the Council for the Town of the City of Dawson, duly gathered in open meeting, does hereby enact as follows:

SHORT TITLE:

1. This bylaw may be cited as the “**Bylaw to repeal the Public Service Bylaw**”.

BYLAW #07-16

2. Bylaw #07-16, being the Public Service Bylaw is hereby repealed in its entirety.

BYLAW #05-04

3. Bylaw #05-04, being the Management Employment Bylaw, is hereby amended as follows:
 - a. Section 2.01 is amended by removing the words “and Fire Chief” and replacing them with “, Fire Chief and Executive Assistant”.
 - b. Section 6.01 is removed in its entirety and replaced with the following:

i.	New Year's Day	vii.	Discovery Day
ii.	Heritage Day	viii.	Labour Day
iii.	Good Friday	ix.	Thanksgiving Day
iv.	Easter Monday	x.	Remembrance Day
v.	Victoria Day	xi.	Christmas Day
vi.	Canada Day	xii.	Boxing Day

c. Section 7.09 is deleted in its entirety.

d. Section 7.10 is removed in its entirety and replaced with the following:

Upon completion of six (6) months continuous service, a permanent employee, who has been employed by the City, shall be granted three (3) days travel time to be taken contiguous to his vacation leave.

e. Section 8.01 is removed in its entirety and replaced with the following:

8.01 Upon completion of thirty (30) days continuous service, all permanent full time, and permanent part time employees shall be entitled to sick leave when the employee is absent by reason of bona fide non – occupational illness or accident, medical, dental, and optical appointment, or illness of a member of the employee's immediate family.

8.02 An employee who is unable to report for his scheduled shift shall notify his immediate Supervisor prior to the start of his shift in order to qualify for paid sick leave. If the employee does not report prior to the start of their shift, the CAO may deem leave as leave without pay.

8.03 An Employee shall be entitled to time off with pay for periods of absence of three (3) consecutive working days or less in a calendar year and a maximum of five (5) days per twelve (12) month period without the presentation of an appropriate medical certificate. Absence in excess of three (3) consecutive working shifts, in any calendar; year shall be governed by the City's group extended health coverage policy.

8.04 Should it become apparent at any time that a pattern of absence is developing, the Employer may request that an employee undergo an independent medical examination or that further medical evidence acceptable to the Employer be furnished to substantiate any period of absence claimed to be illness. Where an employee undergoes a medical examination at the request of the Employer, the cost for that examination not covered by Yukon Health Care Insurance may be paid by the Town of the City of Dawson.

8.05 Sick leave shall be accumulated by the permanent full time employees at a rate of 1.25 days per month to a maximum of thirty (30) days, and by permanent part time employees at a prorated rate based on hours worked to a maximum of thirty (30) days.

8.06 Sick leave may be used for medical / dental or optical appointments outside of Dawson City and require the employee to travel to Whitehorse or some other destination at their own expense.

8.07 Upon voluntary termination / retirement an employee shall be paid one-half (50%) of any unused sick leave accumulated.

f. Section 10.01 is removed in its entirety and replaced with the following:

- 10.02 The City of Dawson shall pay 100% of the premium costs with the exception of the premiums for short term and long term disability where employees must pay 100%.
- 10.03 On the first of the month following thirty (30) calendar days of continuous, permanent, full time employment, employees shall be eligible for the following benefits provided they adhere to the insurance policy requirements:
- a) Short Term Disability
 - b) Extended Health Care Plan
 - c) Group Life Insurance - equal to two (2) years annual basic earnings rounded to the next highest \$1,000 unless already a multiple thereof.
 - d) Accidental Death and Dismemberment Insurance - equal to two (2) years annual basic salary.
 - e) Dental Health
 - f) Long Term Disability

Long Term Disability

- 10.04 Employees who are continuously disable due to a non-occupational illness or accident for a period in excess of seventeen (17) weeks shall be eligible to receive Long Term Disability payments in accordance with the provisions of the Long Term Disability Plan.
- 10.05 Payments will be based upon an amount equal to sixty (60) percent of the employee's earnings based upon his normal straight time earning to a maximum benefit of \$2,000. per month.
- 10.06 Long Term Disability payments shall continue until the employee is able to return to full time employment, reaches sixty-five (65), or ceases to meet the entitlement conditions of the insurer, whichever is earlier.
- 10.07 Permanent part-time or casual employees are not eligible for coverage under Section 10.

FORCE AND EFFECT

- 4. This bylaw shall come into full force and effect upon the date of final signature being applied.
- 5. Final signature shall only be applied upon ratification of the first collective agreement by both the unit of employees and the City of Dawson.

READ A FIRST TIME THIS 12th DAY OF October , 2011.

READ A SECOND TIME THIS 12th DAY OF October, 2011.

READ A THIRD AND FINAL TIME AND PASSED THIS 26th DAY OF October, 2011.

Originals signed by

Peter Jenkins
Mayor

Originals signed by

Jeff Renaud
CAO