



NOTICE

SPECIAL MEETING OF COUNCIL

Date: Tuesday, July 8th, 2025

5 minutes following the Standing Committee of Council

Council Chambers

NATURE OF MEETING

The purpose of this meeting is for the following:

- 1. CALL TO ORDER**
- 2. ADOPTION OF AGENDA**
- 3. DECLARATION OF INTEREST**
- 4. NEW BUSINESS**
 - a. Letter of Support Arctic Security Corridor
 - b. New Collective Agreement
- 5. BYLAWS**
 - a. Bylaw 2470 – PSAC Local X0006 Collective Agreement Adopting Bylaw – First and Second Reading
- 6. ADJOURNMENT**

Pursuant to the Cities, Town and Villages Act, S.N.W.T. 2003, c. 22, Section 27 (1), Mayor Jameson has called a Special Meeting of Council.

Dated at the Town of Hay River this 4th day of July 2025

Glenn Smith
Senior Administrative Officer

MEMORANDUM

TO: Glenn Smith - Senior Administrative Officer

FROM: Mayor Kandis Jameson

DATE: Friday, July 4th, 2025

RE: SPECIAL MEETING OF COUNCIL

Pursuant to Section 27 (1) of the Cities, Towns and Villages Act, we have called a Special Meeting of Town Council to be held on:

Tuesday, July 8th, 2025
5 minutes following the Standing Committee of Council
Council Chambers

The purpose of this meeting is for the following:

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Dated at the Town of Hay River this 4th day of July 2025



Mayor Kandis Jameson



AGENDA

- 1. CALL TO ORDER**
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- 6. ADJOURNMENT**



REPORT TO COUNCIL

DEPARTMENT: OFFICE OF THE SAO

DATE: July 8, 2025

SUBJECT: Collective Bargaining Agreement

RECOMMENDATION:

THAT THE COUNCIL OF THE TOWN OF HAY RIVER seeks to approve by bylaw the collective agreement negotiated with the Public Service Alliance of Canada for the period of January 1, 2025 until December 31, 2027.

BACKGROUND:

The Collective Agreement between the Town of Hay River (the Employer) and the Public Service Alliance of Canada (the Union) expired December 31, 2024.

The Town of Hay River and the Public Service Alliance of Canada have reached a tentative collective agreement. The Union employees ratified the collective agreement on July 3, 2025. The Town's Council now has to ratify the collective agreement.

Highlights of the agreement include:

- Economic increases to ensure competitive wages of:
 - 4% on January 1, 2025
 - 2.75% on January 1, 2026, and
 - 2.75% on January 1, 2027
- New provisions for flexible work hours to permit flexibility on program and service delivery for the public without increasing costs for the Town
- Collective agreement language that aligns with the Town's commitment through its Healthy Communities Strategy to the Truth and Reconciliation Commission's Calls to Action
 - Provision of up to two days leave with pay for First nation, Inuit or Metis to engage in traditional hunting, fishing and harvesting
 - Inclusion of a land acknowledgement and a joint commitment to the principles of reconciliation to the collective agreement
- A commitment to survey benefit options and providers and report to the Labour Management Relations Committee

The Bargaining Committee for the Town was composed of the Senior Administrative Officer Glenn Smith, the Human Resources Manager Tony Elwell, the Director of Corporate Services Blair Porter, the Director of Recreation and Community Services Stephane Millette, and Michelle Thériault of McLennan Ross as negotiator.

The Bargaining Committee confirms that the tentative agreement is within the mandate approved by Council.

COUNCIL POLICY / STRATEGY OR GOAL:



REPORT TO COUNCIL

DEPARTMENT: OFFICE OF THE SAO

DATE: July 8, 2025

SUBJECT: Collective Bargaining Agreement

The Town of Hay River and its unionized employees have a Collective Agreement that is current and supported by a good-faith bargaining process.

APPLICABLE LEGISLATION, BYLAWS, STUDIES, PLANS:

Collective Agreement between the Public Service Alliance of Canada and the Town of Hay River.

FINANCIAL IMPLICATIONS:

The tentative collective agreement is within the Council-approved mandate. The financial impacts of the tentative agreement are in large reflected in the Town of Hay River's fiscal 2025 budget. An update of approximately \$35,0000 will need to be presented as an update to the annual forecast when Council receives its next Q2 report.

ALTERNATIVES TO RECOMMENDATIONS:

N/A

ATTACHMENTS:

N/A

Prepared by:

Glenn Smith

Senior Administrative Officer

July 4, 2025

BY-LAW NO. 2470
MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER

READ A THIRD AND FINAL TIME this day of , 2025.

Mayor

CERTIFIED that this bylaw has been made in accordance with the requirements of the CITIES, TOWNS AND VILLAGES ACT, S.N.W.T. 2003, C.22, s70 and the bylaws of the Municipal Corporation of the Town of Hay River on this day of 2025.

Senior Administrative Officer

MEMORANDUM OF SETTLEMENT

Between:

THE TOWN OF HAY RIVER

(the "Employer")

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA

(as represented by the Union of Northern Workers)

(the "Union")

The Bargaining Committees of the Employer and the Union have reached a tentative Collective Agreement.


The Bargaining Committees of each of the Employer and the Union agree to unanimously recommend the tentative Collective Agreement to their principals for acceptance.

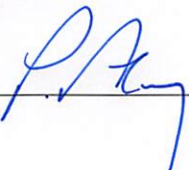
The tentative Collective Agreement is the Collective Agreement between the Employer and the Union expiring December 31, 2024 with the changes set out in this Memorandum of Settlement.

The Bargaining Committees agree that all changes take effect as of the date of ratification of the Collective Agreement, unless another date is specified.

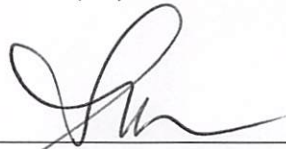
DATED in Hay River, Northwest Territories, June 26, 2025

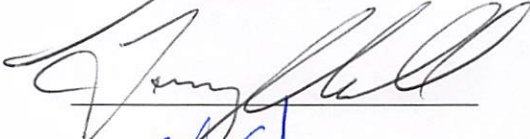
For the Union




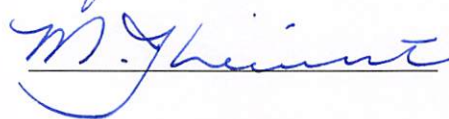


For the Employer









AGREED ARTICLES FOR RENEWAL OF COLLECTIVE AGREEMENT

ARTICLE 1

Purpose of Agreement

- 1.03 The parties to this Agreement acknowledge that we negotiate and work on land forming the traditional territories of First Nations and Métis peoples. The parties are committed to respecting principles of reconciliation throughout their interactions.**
-

ARTICLE 2

Interpretations and Definitions

2.01 (e)

"Day of Rest" in relation to an employee means a day on which that employee is not ordinarily required to perform the duties of the employee's position. Such days do not include a holiday, days that the employee is absent on approved leave **or where the employees is working hours on an approved flexible work arrangement.**

2.01 (g)

(iii) a "casual employee" is an employee who is employed, on either a full time or part time basis:

(A) who is employed for work of a temporary nature; or

(B) who is regularly scheduled for four (4) months or less for a specific job; or

(C) who relieves for absences for the duration of four (4) months or less; or

(D) who ordinarily works less than 20 hours per week for no more than ~~832~~
1050 hours per calendar year for operational employees and 950 hours per year for administrative employees; or

(E) Who works on a call-in basis and is not regularly scheduled.

2.01 (g)

(iv) a "term employee," means an employee who is hired on a full time or part time basis:

(A) for a specific job of more than four (4) calendar months but less than one (1) year except that a term employee may be hired for up to eighteen (18) months to fill a temporary vacancy ~~resulting from parental leave~~; or...

2.01 (m) "Lay-off" **unless otherwise specified, is a permanent layoff resulting in** ~~means~~ the termination of employment of an employee due to lack of work or the discontinuance of a function;

ARTICLE 7
Safety and Health

7.07 The Joint Occupational Health and Safety Committee shall consist of an equal number of Employer representatives and employees appointed by the Union **or selected by members of the Bargaining Unit.**

ARTICLE 8
Conflict of Interest

8.01 Where When an employee wishes to carry on any business or employment, or become involved as a Board Member, trustee or similar fiduciary of an organization, outside of their regularly scheduled hours of duty, which may lead to a conflict of interest, the employee shall notify the Employer in writing of the nature of such business, employment or volunteer involvement

Renumber remainder of article.

ARTICLE 12
Union Representation

- 12.07 (a) Where this Agreement requires notice to be given between the parties to this Agreement, such notice shall be in writing, and mailing of such notice by ordinary mail **or email** shall be deemed to be effective notice unless the Agreement specifically requires another mode of delivery or service.

ARTICLE 17
Classification

- 17.06
- (b) In the event that said vacancy is bulletined prior to satisfactory conclusion of negotiations, the rate of pay for the classification of the position shall still be a matter of negotiation and in the event that the parties agree to a rate which differs from the rate originally proposed by the Employer, the new rate shall be retroactive to the date of appointment of any employee to the new position. If agreement cannot be ~~reached~~ **reached** within two (2) months of the commencement of negotiations for this purpose, either party may remit this matter to arbitration, pursuant to Article 14.

ARTICLE 19
Job Security, Lay-off and Recall to Service

- 19.07 Where a function is to be discontinued and a permanent employee is to be laid off, the employee shall be given two (2) weeks notice in writing, or two (2) weeks pay at

the employee's regular rate of pay, in lieu of notice; plus an additional one (1) week's notice, or one (1) week's pay at the employee's regular rate of pay, in lieu of notice for each complete year of the employee's employment over two (2) years, to a maximum of ~~eight (8)~~ **ten (10)** weeks.

- 19.08 The Employer will endeavor to offer alternative work for permanent employees when there is a temporary interruption in work, where such work is available, and where the employee is competent to perform the work.**
- 19.09 Notwithstanding Article 19.08, where a permanent employee is temporarily laid off due to interruption in available work that is believed to be temporary in nature, the employee shall be provided with two (2) weeks' notice in writing, or two (2) weeks' of pay at the employee's regular rate of pay in lieu of notice.**
- 19.10 In order to ensure continued income over any period of layoff, an employee who has been permanently laid off and receives pay in lieu of notice shall receive such pay in bi-weekly installments. If an employee who has been permanently laid off is recalled to work while receiving payment under Article 19.07, these bi-weekly installments payments shall cease upon re-employment.**

Renumber remainder of Article

ARTICLE 20
Hours of Work

20.03 When, because of operational requirements of the Employer, hours of work are scheduled for **full time permanent** administrative employees occupying positions on a rotating or irregular basis, or where a **permanent full-time employee has entered into an approved flexible work arrangement with the Employer**, they shall be scheduled so that the employees:

- (a) on a weekly basis, work an average of thirty-seven and one-half (37 ½) hours and five (5) days per week; ~~and seven and one-half (7 ½) hours per day; or~~
- (b) **work an average of thirty-seven and one half (37.5) hours on a weekly basis where the employee falls under an averaging order made under the *Employment Standards Act*, and the employee works a full rotation; or**

(c) ~~on a daily basis work seven and one half (7 ½) hours per day.~~ **work an average of thirty-seven and one half (37.5) hours on a weekly basis for a permanent full-time employee who has entered into an approved flexible work arrangement and who works a full rotation under an order made under the *Employment Standards Act*.**

20.04

When because of operational requirements of the Employer, hours of work are scheduled for **full-time permanent** operational employees occupying positions on a rotating or irregular basis, **or where a permanent full-time employee has entered into an approved flexible work arrangement with the Employer**, they shall be scheduled so that the employees:

(a) **on a weekly basis, work an average of forty (40) hours and five (5) days per week; and 8 hours per day; or**

(b) **work an average of forty (40) hours on a weekly basis where the employee falls under an averaging order made under the *Employment Standards Act*, and the employee works a full rotation; or**

(c) ~~on a daily basis work eight (8) hours per day.~~ **work an average of forty (40) hours on a weekly basis where the employee has entered into an approved flexible work arrangement and the employee works a full rotation under an order made under the *Employment Standards Act*.**

20.05(a)

Employees shall have a lunch period of one (1) hour duration as close to the mid-point of the work day as possible. **By mutual agreement, as a part of a Flexible Work Arrangement, the employee may have a reduced unpaid lunch period that is no less than one-half (1/2) hour's duration.**

Approved Flexible Work Arrangements

20.10

Approved flexible work arrangements are intended to cause no additional cost to the Employer. All articles of the Agreement shall be interpreted in such a manner as to take into account the intent of no additional costs and maintaining operational requirements. For employees working under an approved flexible work arrangement the following applies:

(a) **An employee shall not be entitled to any additional shift premiums as a result of the flexible work arrangement;**

- (b) An employee shall not be entitled to any additional overtime as a result of the flexible work arrangement.

20.11 – NEW

The Employer shall not use flexible work arrangements to avoid filling vacancies.

20.12 – NEW

Either the employee or the Employer may terminate an approved flexible work arrangement by providing two (2) weeks' notice.

ARTICLE 21

Overtime

21.03 An employee who is scheduled under Articles 20.03 or 20.04 and is authorized to work on a day of rest shall be entitled to overtime compensation for each completed period of fifteen minutes of overtime worked by the employee at the rate of time and one-half, except as provided in sub-section (a) and (b).

(a) Where the employee is working on an overtime averaging agreement with more than two consecutive days of rest, the third and subsequent days of rest shall be paid at Double Time.

(b) Where the employee works a schedule with two consecutive days of rest, Double Time on the second day of rest.

Renumber remainder of Article

21.067 Employees may ~~bank~~ accumulate up to **sixty (60)** ~~forty (40)~~ hours of banked time in lieu of payment of overtime. All overtime in excess of **sixty (60)** ~~forty (40)~~ hours banked will be paid to the employee on their next regular pay. Time off in lieu of payment of overtime shall be taken at a time mutually agreeable to the employer and the employee. Time off in lieu of overtime must be approved by the Senior Administrative Officer or their designate and must be supported by the appropriate leave form. **Annual leave shall be used before time off in lieu is used, but,** ~~Time~~ time off in lieu of overtime payment may be taken in conjunction with annual leave.

ARTICLE 25
Sick Leave

25.07

- (d) **In the event that the employee is charged a fee by a medical professional for a medical certificate required under this article, the Employer shall reimburse the employee for such fee, upon the presentation of a receipt.**

ARTICLE 26
Other Leave

Educational Leave

26.07

- (c) Where an employee receives such leave with full or partial financial assistance, the employee shall be granted such leave and assistance on the understanding that, upon conclusion of the employee's leave, the employee will continue in the employment of the Employer for at least six (6) months, **or such greater period that the Employer and the employee may agree to in writing**, or the employee shall reimburse the Employer in the full amount of any financial assistance and/or wages received while on such leave. **Where the Employer and the employee agree to a period of longer than two (2) years, such agreement shall require consent of the Union.**

~~Domenstic~~ **Family** Violence Leave

- 26.10 An employee who is experiencing ~~domestic~~ **family** violence or who has a dependent child experiencing ~~domestic~~ **family** violence shall be granted leave with pay up to five (5) days per fiscal year to attend appointments with professionals, legal proceedings, and engage in any other necessary activities to support their health,

safety and security. Such leave shall generally be taken in full days, however, leave may be taken in half-days, with prior approval from the Employer.

26.11 Upon exhausting the five (5) days of paid leave under Article 26.10, an employee shall be entitled to unpaid ~~Domestic~~ **Family** Violence Leave as set out under the *Employment Standards Act*.

26.12 An employee shall not be entitled to **Family** ~~Domestic~~ Violence Leave if the **family** ~~domestic~~ violence is committed by the employee.

Hunting, Fishing and Harvesting

26.13 Subject to operational requirements, employees who are First Nations, Métis or Inuit shall be granted a maximum of two (2) days of paid leave per year to participate in traditional hunting, fishing or harvesting practices, on short notice to the Employer.

ARTICLE 27 Benefit Plans

27.07 The Employer shall collect employee contributions on a bi-weekly basis.

ARTICLE 29 Allowances

Safety Boots

29.02 (a) Once per year, permanent and term employees who the Employer, the WSCC, or the Safety Act deem to require safety footwear shall be reimbursed upon provision of receipts up to ~~two hundred fifty dollars (\$250)~~ **two hundred and eighty-five dollars (\$285)** for the purchase of safety footwear.

- (b) Upon successful completion of an employee's probationary period, permanent and term employees who the Employer, the WSCC, or the Safety Act deem to require safety footwear shall choose to either receive:
- (i) ~~One hundred and fifty dollars (\$150)~~ **one hundred and eighty-five dollars (\$185)** as a safety footwear allowance; or
 - (ii) (ii) Reimbursement upon provision of receipts up to ~~two hundred fifty dollars (\$250)~~ **two hundred and eighty-five dollars (\$285)** for the purchase of safety footwear.

Pool Allowance

29.03 An annual allowance of up to one hundred (\$100.00) dollars will be provided upon provision of receipts to permanent pool staff employees for the purchase of swim wear. Permanent part time pool staff shall, upon completion of their probationary period, be provided with an annual allowance of up to fifty (\$50.00) dollars, upon provision of receipts, for the purchase of swimwear. **Casual employees shall be entitled to an annual allowance of up to fifty (\$50) dollars, upon provision of receipts, for the purchase of swimwear after working 688 hours.**

ARTICLE 32 Employee Entitlements

Term Employees

32.02

- (b) Notwithstanding any other provision of this agreement, term employees who are appointed for a term of longer than one (1) year, or eighteen (18) months where an employee is appointed to fill a temporary vacancy ~~resulting from parental leave~~, or who by reason of extension of term, are employed for longer than one (1) year or eighteen (18) months as the case may be, shall be entitled to all the benefits of this agreement as if the employee was a

permanent employee, commencing the date that the employee was continuously employed for a period of one (1) year, or eighteen (18) months as the case may be.

Probationary Employees

32.05 Probationary employees shall be entitled to the following benefits:

ARTICLE/SUBJECT	ENTITLEMENT
Article 29.01 Northern Travel Allowance	Yes, except for any period where the employee is residing in staff housing.

ARTICLE 33
Safety Equipment and Uniforms

33.02 The employees are responsible for the proper use and care of equipment provided to them. **Loss of, or damage through negligence to such equipment provided by the Employer may result in discipline.**

ARTICLE 37
Severance Pay

37.01 An employee who has one (1) year or more of continuous employment and who is laid off shall be entitled to severance pay at the time of lay-off.

In the case of an employee who is laid off, the amount of severance pay shall be two (2) weeks' pay for the first complete year of employment, and one (1) weeks' pay for each succeeding complete year of continuous employment, less any severance pay previously paid under this Article. The total amount of severance pay that may be paid under this article shall not exceed **eighteen (18) weeks** ~~sixteen (16) weeks~~.

An employee who resigns shall not be entitled to severance pay.

An employee whose employment is terminated with the Town for just cause or who has been declared to have abandoned their position shall not be entitled to severance pay

ARTICLE 39
Term and Duration of Agreement

39.01 The term of this Agreement shall be from January 1, 2020~~5~~ to December 31, **2027**. All provisions of this Agreement shall take effect on the date of ratification, unless otherwise provided.

APPENDIX "A"
Rates of Pay Schedules and Position Titles

ADMINISTRATION: JOB POSITION TITLES AND PAY GRADE RATE

Position	Grade
Finance and Administration Manager	10
Tourism Economic Dev.	9
Tourism Coordinator	8
Building Inspector	8
Accounts Receivable Revenue Clerk	7
Accounts Payable Clerk	7
Taxation and Lands Clerk	7
Admin Officer	5
Customer Service Clerk	4

Facilities Maintainer	4
Admin Clerk	2

OPERATIONS: JOB POSITIONS AND PAY GRADE

Position	Grade
Civil Infrastructure Manager	10
General Foreman Supervisor of Public Works	10
Facilities and Parks Supervisor	9
Aquatics Supervisor	8
Recreation Program Supervisor	8
Senior Recreation Facilities Maintainer	7
Protective Service Specialist	7
Recreation Programmer	7
Water/Sewer Maintainer	7
Carpenter	7
Mechanic	7
Certified Facilities Maintainer	7
Heavy Equipment Operator	6
Senior Lifeguard	5
Customer Service Clerk	4
Lifeguard	4
Facilities Maintainer	4
Labourer	1

APPENDIX B
RATES OF PAY

Increase rates of pay as follows:

- January 1, 2025: **4.0%**
- January 1, 2026: **2.75%**

- January 1, 2027: **2.75%**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MUNICIPAL CORPORATION OF THE TOWN OF HAY RIVER, NT
(hereinafter called the "Employer")

- and -

PUBLIC SERVICE ALLIANCE OF CANADA
as represented by its Component
THE UNION OF NORTHERN WORKERS
(hereinafter called the "Union")

CASUAL SUMMER STUDENT EMPLOYMENT

The parties recognize and agree it is beneficial to encourage the employment of students, and that there may be a need for casual employment during the summer months to meet the operational requirements of the Employer. For this purpose, the Employer may hire Casual Summer Student Employees annually in accordance with the following terms:

1. "Casual Summer Student Employee" means a casual employee hired between the period of May 15th 1st and September 15th annually, such employee having attended high school or a post-secondary institution prior to hiring and intending to attend a post-secondary institution following employment. **An employee under the Canada Jobs Summer Program (or any successor program), hired between the period of April 1st and August 31st is also included in this MOU.**
2. "Hours of Work" shall be **either** 8 hours per day or 7.5 hours per day,, 5 days per week.
3. "Rates of Pay" shall be as specified in Appendix 'B' in the Collective Agreement.
4. It is understood that employment of Casual Summer Student Employees will not result in the lay-off of any bargaining unit employees.
5. It is further understood and agreed by the parties hereto the Casual Summer Student Employees shall be classified as Casual Employees in the Bargaining Unit as described in Section 2.01 (a) and entitlements as shown in Article 32.01(a) of the Collective Agreement.
6. The parties agree that this Memorandum of Understanding shall form part of the Collective Agreement between the Employer and the Union. Except as provided herein, the

parties agree that the provisions of the Collective Agreement shall apply to Casual Summer Student Employees

MEMORANDUM OF AGREEMENT

BETWEEN

PUBLIC SERVICE ALLIANCE OF CANADA

-and-

TOWN OF HAY RIVER

Re: Conversion to new pay grid

Despite the conversion to the new pay grid, the Employer and the Union agree that employees in the following positions on September 11, 2020 shall have Present Incumbent Only status, and shall continue to receive all negotiated economic increases for the employee's grade, until the employee accepts another position:

- ~~Administrative Review Clerk, at grade 2 step 7 of the old grid – 1 employee~~
- Building Inspector, at grade 5, step 7 of the old grid – 1 employee

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA

-and-

THE TOWN OF HAY RIVER

Benefits Plans

The parties acknowledge the importance of benefits plans to employees.

As a result, within eighteen (18) months of ratification of this Collective Agreement, the Employer shall take a survey of benefit options and providers.

The Employer shall provide a report to both the Labour Management Relations Committee for discussion and the Union.

The parties acknowledge that the Labour Management Relations Committee is not the appropriate venue for making material changes to the collective agreement, however, the parties agree that recommendations of the Committee may inform the parties in future negotiations.

This MOU expires on December 31st, 2027 and shall be removed from the collective agreement.
