

COLLECTIVE AGREEMENT

between

MOOSE JAW ART MUSEUM
INCORPORATED

and

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 9



January 1, 2014 – December 31, 2016

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THIS AGREEMENT MADE IN DUPLICATE THIS 4th DAY OF Sept. A.D. 2014

BETWEEN:
MOOSE JAW ART MUSEUM INCORPORATED
(hereinafter called the "Employer")
of the first part
and

LOCAL NUMBER 9 C.U.P.E.
OF MOOSE JAW, SASKATCHEWAN
CHARTERED BY THE CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter called the "Union")
of the second part

The parties hereto desire a Collective Agreement outlining, as far as practicable, the rights, powers, and duties of the Union and of the individual members thereof in their relationship to Moose Jaw Art Museum Incorporated as employer.

ARTICLE 1 - DURATION OF AGREEMENT

- (1) This Agreement shall be effective from January 1, **2014** and shall remain in force until and including December 31, **2016**. Thereafter, the parties will adhere fully to the terms of the Agreement, and it shall continue in force and effect from year to year, subject to the provisions of subsection (2) until a new Agreement is struck.
- (2) Either party may, not less than thirty (30) days nor more than **120** days prior to the expiry date of this Agreement, including the expiry date of any extension hereof, give notice in writing to the other Party to terminate the same, or to negotiate revisions. Subject to the provisions of *The Saskatchewan Employment Act*, and any amendments thereto, the Parties shall bargain collectively to renew or revise this Agreement or negotiate a new Agreement.

ARTICLE 2 - SCOPE

- (1) All employees of the Moose Jaw Art Museum Incorporated will be covered by this collective agreement with the exception of the following positions: Curatorial Director, Administrative Director, Preparator, Curatorial Assistant, Shop Manager, Gallery Greeters and summer students.
- (2) He, his, him, **she**, her, hers, include a reference to persons of the opposite gender whenever the facts or context require.

ARTICLE 3 - DEFINITIONS

- (1) Union is the Canadian Union of Public Employees, Local 9, as certified by the Saskatchewan Labour Relations Board.
- (2) A permanent employee is any employee who has applied for and is appointed to a permanent position and who has passed a probation period.
- (3) Subject to the terms and conditions of this Agreement, a non-permanent employee means one whose employment may involve irregular hours of duty, be employed as a casual and/or on an emergent basis during a day, week, month or year, and whose services may not be required for a normal day, week, month or year.
- (4) Term or grant employee is any employee hired for a fixed period which has a clearly defined beginning and end. Term or grant employees shall not be covered under the monthly salary schedule, but shall have their rates negotiated subject to funding grants available.
- (5) Part-time employee is any employee who works less than regular full time hours as defined in Section 11 "Hours of Duty".
- (6) Terminal illness is an active disease process causing irreparable and progressing damage to the host body and from which there is no reasonable possibility of recovery as determined by the Employer's insurance carrier. Treatment of a terminal illness is confined only to palliation of symptoms and alleviation of pain. Death from a terminal illness is imminent unlike a chronic illness which causes long-term usually controllable symptoms or an acute illness from which there is hope of recovery.
- (7) Insurance carrier is the insurance company with whom the Employer has contracted to provide group life insurance benefits. Employees shall participate subject to the eligibility requirements of the carrier.
- (8) Supervisor is any employee charged with the direct responsibility of supervising or directing the assignment or activities of any employee regularly and on an ongoing basis.
- (9) "Calendar Year" means a period of twelve (12) consecutive months.
- (10) **Emergency is any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the employer.**

ARTICLE 4 - UNION AS SOLE BARGAINING AGENT

The Employer shall recognize the Union as the sole bargaining agency and representative of all Moose Jaw Art Museum Incorporated employees, as per the applicable certification order, so long as a majority of the employees are members in good standing.

ARTICLE 5 - NO DISCRIMINATION

The Employer agrees that there shall be no discrimination, with respect to any employee in the matter of working conditions, age, disability, race or perceived race, creed, colour, national origin, **place of origin**, political or religious affiliation, sex or sexual orientation, marital status, family status, place of residence, nor by reason of his or her membership or activity in the Union, or for any other reason.

ARTICLE 6 - UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new employee shall, within thirty (30) days after the commencement of his employment apply for and maintain membership in the Union as a condition of his employment. Any employee in this bargaining unit who is not required to apply for and maintain membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

ARTICLE 7 - EMPLOYEES FAILING TO BECOME MEMBERS OF THE UNION

It shall be the responsibility of the Union to notify the **Administrative Director** of any employees who have not become members of the Union in accordance with the terms of this Agreement.

ARTICLE 8 - CHECK OFF

The Employer agrees to deduct authorized Union dues from the pay of any employee who is a member of the Union. The amounts deducted by the Employer shall be paid to the National Union as soon as conveniently possible following the end of the calendar month in which they were deducted. Such payment shall be accompanied by a list showing all employees and deductions, a copy of which shall be sent to the Local 9 Secretary-Treasurer. The amount of union dues deducted will be included on the T-4 slips at the end of each year.

ARTICLE 9 - UNION BUSINESS

- (1) The Employer shall be informed by the Union and recognize for the purposes of negotiations, the current appointments of Union Officers, Shop Stewards and Union Representatives.

- (2) Union officials, members of the grievance committee and other employees shall report to their supervisor and request permission to leave their work for the purpose of attending management-employee relations meetings. They shall indicate the expected duration of the meeting and destination and report to their respective supervisors upon their return.
- (3) Union officers and shop stewards shall suffer no loss in pay when attending grievance or negotiation meetings held during working hours.
- (4) Where permission has been granted to representatives of the Union to leave their employment for the purpose of attending any meeting called by the Employer, they shall suffer no loss of pay for the time spent.

ARTICLE 10 - ANNUAL HOLIDAYS WITH PAY

- (1) All permanent employees shall receive holidays based on the following schedule:
 - (a) After the first (1st) year of service and each year thereafter, three (3) weeks holidays.
 - (b) After six (6) years of service -- four (4) weeks holidays.
 - (c) After fifteen (15) years of service – five (5) weeks holidays.
 - (d) After **twenty-three (23)** years of service – six (6) weeks holidays.
 - (e) Vacation entitlements shall be based upon the year in which their anniversary date qualifies them for 3, 4, 5 and 6 weeks.
 - (f) An employee who leaves the employ of Moose Jaw Art Museum Incorporated shall have all outstanding amounts or overpayments reconciled on the last pay cheque.
 - (g) An employee who retires at age fifty-five (55) or after twenty-five (25) years of service shall be afforded one (1) additional week of paid vacation in the year in which he retires.
 - (h) Non-permanent employees shall have the option of receiving vacation pay with each regular pay cheque.
- (2) Paid annual vacation shall be extended by one (1) full day for each legal holiday (as per Section 12(1)) which may occur during the vacation period.
- (3) As approved by the **Administrative Director**, annual vacations shall be taken at a time that is mutually agreeable between the supervisor and the employee.

- (a) Annual vacations shall be taken in their entirety or in periods of no less than one week, except by mutual agreement between the **Administrative Director** and the employee involved.
 - (b) Annual vacation shall be taken in their entirety during the year following entitlement. Notwithstanding the foregoing, carry over vacation entitlements from one year to another may be approved, in writing, by the **Administrative Director**.
 - (c) Employees' requests for annual vacation shall be given preference wherever possible. Any requests for annual vacation shall be given fair consideration and shall not be unreasonably denied.
- (4) In the event of illness during an employee's vacation, the employee may, subject to the following:
- (a) Sick leave may be substituted for holidays in exceptional circumstances if the employee can prove sickness while on vacation.
 - (b) The employee shall produce a doctor's certificate substantiating the illness to the **Administrative Director**.
 - (c) Each individual case will be considered on its merits.
 - (d) Unless otherwise mutually agreed, an employee will return to work at the end of his normal vacation period.
 - (e) Any vacation to which an employee would be entitled to as a result of sick leave would be taken as mutually agreed between the **Administrative Director** and the employee.
- (5) In the event of a death and bereavement of an immediate family member as per Section 22 of the Agreement, employees, while on annual vacation, may, upon approval by the **Administrative Director**, be allowed a deferred vacation equal to the time lost through the bereavement. The employee shall apply for and submit proof for the leave, to the **Administrative Director**, upon returning to work from annual vacation. Any deferred vacation days granted for bereavement shall be taken at a later date, as mutually agreed by the **Administrative Director** and employee.

ARTICLE 11 - HOURS OF DUTY

- (1) Employees working the 5-5-4 work week shall work two (2) weeks of thirty-nine (39) hours and one (1) week of thirty-one (31) hours and twelve (12) minutes in a three (3) week period, from 8:15 a.m. to 5:00 p.m. with fifty-seven (57) minutes off for lunch Monday through Friday, and shall be subject to the following conditions:

- (a) Employees will receive a designated day off in a three (3) week period on a rotating basis.
 - (b) There shall be a rotation of employees on the Earned Day Off in order to provide service to the public.
 - (c) Where any services are not being provided on an Earned Day Off at present, and the Employer deems it appropriate to provide such service, the **Administrative Director** may, at her discretion, require the service to be provided, in which case the employees shall take their Earned Day Off on a rotation basis, an alternative day off shall be taken, and wherever possible, such alternate day off shall be a Friday.
 - (d) Earned Days Off shall not be banked.
- (2) The Employer and the Union may agree that employees may work through the normal lunch break. Employees shall receive a twenty (20) minute break with no loss of pay.
 - (3) Employees who do not work a 5-5-4 work week shall not exceed seven and three-quarters (7 3/4) hours/day, thirty-eight and three-quarters (38 3/4) hours/week.
 - (4) Employees who **choose** to work in excess of their regular scheduled hours, **subject to the approval of the Administrative Director or designate, shall** be allowed to bank such time at straight time, rates subject to the provisions of Section 13.

ARTICLE 12 - LEGAL HOLIDAYS

- (1) Employees will receive a day off with pay on the following holidays:
 - (a) New Year's Day
 - (b) Family Day
 - (c) Good Friday
 - (d) Victoria Day
 - (e) Canada Day
 - (f) Saskatchewan Day
 - (g) Labour Day
 - (h) Thanksgiving Day
 - (i) Remembrance Day
 - (j) Christmas Day
 - (k) Boxing Day
 - (l) Any day proclaimed by the Mayor of the City of Moose Jaw as a Civic Holiday.

- (m) Four (4) hours off on the last previous working day before both Christmas and New Year's Day.

That notwithstanding, where any of the holidays fall on an employee's normal day of rest, the next normal working day following shall be taken as the holiday. If any two consecutive holidays fall on an employee's normal days of rest, the next two normal working days shall be taken as the holidays.

- (2) Employees who are absent from work on an approved leave of absence without pay for one month or more, or while on lay off for fourteen (14) or more working days, are not entitled to pay for legal holidays, as provided for in this Agreement.

ARTICLE 13 - OVERTIME

- (1) Employees who are required by management to work other than their regular full-time hours of duty shall be paid overtime.
 - (a) A part-time employee can work up to normal full-time hours without incurring overtime.
 - (b) Double time for all overtime hours worked, Monday through Friday inclusive;
 - (c) Employees who are required to work on their regular days of rest shall be paid at the rate of double time for all hours worked;
 - (d) Legal Holidays – regular pay plus double time;
 - (e) Employees called out for duty after or before regular working hours without prior notice shall receive a minimum of two (2) hours pay at overtime rates applicable.
 - (f) Except in the case of an **emergency**, overtime shall be worked on a voluntary basis.
 - (g) In the event that an employee is required to appear as a witness in court on a day other than his regular assigned day of work on a matter arising out of his employment, he shall be paid overtime at the applicable rates. The employee shall submit to the **Administrative Director** all witness fees received.
- (2) Employees may elect to bank overtime for the purpose of taking time off in lieu of overtime worked. Any banked time may be taken at a time mutually agreeable between the employee and his supervisor, and **shall not be unduly denied**.

- (a) Such time off shall be granted based on double time the actual hours of overtime worked.
- (b) All banked time shall be taken within twelve (12) months of the day it was earned.
- (c) Any banked overtime, if not taken within twelve (12) months of the day it was earned, shall be paid out at the rate it was earned at double time on the next normal pay period.
- (d) Any request for pay in lieu of banked overtime shall be granted and paid out at the end of the next normal pay period at the rate (double time), it was earned.

ARTICLE 14 - RESIGNATIONS, SUSPENSIONS, DISMISSALS AND CENSURE

- (1) (a) The Employer may terminate the employment of any permanent employee upon giving written notice that his services are no longer required **as follows:**
 - Two (2) weeks written notice if his period of employment is six (6) months or more but less than three (3) years.
 - Four (4) weeks written notice if his period of employment is three (3) years or more but less than five (5) years.
 - Six (6) weeks written notice if his period of employment is five (5) years or more but less than ten (10) years.
 - Eight (8) weeks written notice if his period of employment is ten (10) years or more.
- (b) An employee with less than six (6) months of employment shall receive one (1) week written notice.
- (c) Dismissals for just cause shall be made without any notice.
- (2) When an employee **is laid off or discharged**, the **Administrative Director** shall notify the **Recording Secretary** of the Union in writing, setting forth the reasons.
- (3) Whenever an employee is disciplined in any manner he will be informed of the nature of the misconduct, the standard of performance expected, and the consequences of not meeting those standards. The written particulars of the discipline will be supplied to the Personnel Committee and the **Recording Secretary** of the Union.

- (4) Any employee subject to discipline shall be notified in writing of the alleged misconduct. Except in cases where the safety of people or property are compromised or threatened, an employee shall not be held out of the service or disciplined until an investigation and hearing has been held.

Any employee may, for just cause, be suspended without pay for a period of time, not to exceed five (5) days, as deemed appropriate under the circumstances by his **Administrative Director**. Any suspensions beyond five (5) days require the approval of the Board of Moose Jaw Art Museum Incorporated and shall not exceed fifteen (15) working days. All **discipline** shall be subject to the right of appeal as provided in **Article 21 – Investigations, Grievances and Arbitrations**.

The hearing will be held within five (5) working days of the **Administrative Director's** knowledge of the event. The Union shall be informed and the employee shall have the right to Union representation during the hearing. At the hearing, both the **Administrative Director** and Union shall present the evidence and/or witnesses to support their respective claims.

The Union shall be furnished with copies of the relevant material documents.

Neither the Union nor the employee's right to the grievance clause is restricted by any provision contained within the foregoing.

ARTICLE 15 - PAY PERIODS

Payment of Wages and Salaries

- (1) Employees shall be paid on a semi-monthly basis on the 15th and the last day of the month.
- (2) To convert the salary of a monthly paid employee to an hourly rate of pay, the following formula shall apply:

$$\frac{\text{Employee's regular annual salary}}{\text{Number of hours in employee's regular work week} \times 52}$$

e.g.

$$\frac{30,000.00}{40 \text{ hrs} \times 52 \text{ wks}} = \$14.42 \text{ per hour}$$

$$\frac{30,000.00}{36 \frac{1}{4} \text{ hrs} \times 52 \text{ wks}} = \$15.92 \text{ per hour}$$

Subject to 15.2, any employee who commences employment after the beginning of a pay period or terminates employment before the end of a pay period shall be paid for hours worked in that pay period based on the formula.

ARTICLE 16 - SICK PAY AND SICK PAY BENEFITS

- (1) Employees who have been in the Employer's service for at least six (6) months continuously, shall earn sick leave at the rate of one and three-quarters (1 3/4) days per month of continuous service from their date of hire. The accumulation shall not exceed twenty-one (21) days in any one (1) year of service.
- (2) Sick pay shall be allowed for a period of more than three (3) working days only if the employee produces a certificate signed by a duly qualified Medical Practitioner certifying that the employee by reason of illness was unable to perform his duties during the period for which claim is made.
- (3) A deduction shall be made from accumulated sick leave of all normal work days absent for sick leave. Any employee, who, under the terms of the above clause, is entitled to full pay during the period of illness, shall also be entitled to accumulate sick pay credits on the following conditions:
 - (a) Each of the employees shall receive sick pay credits for twenty-one (21) working days, less the actual number of days during such year with respect to which he received full pay while absent from duty through illness. Sick pay credits will accumulate to a maximum of one hundred and nineteen (119) working days.
 - (b) Any employee who becomes unable to work because of illness shall, after having exhausted his rights under subsection (1) [and subject to the production of a medical certificate as required under subsection (2)] be entitled to receive full pay for sick time up to one hundred and nineteen (119) working days, and his account for sick pay credits will be deducted accordingly.
 - (c) Days of rest accruing during the absence of any employee on sick leave shall not be deemed to be sick leave for the purpose of this section.
 - (d) Employees who are receiving sick pay credits shall be entitled to accumulate sick days to their credit. Employees while on Long Term Disability shall not accumulate sick pay credits.
 - (e) No usage of sick credits (or accumulation) shall be allowed on an Earned Day Off unless the employee was scheduled to work on the Earned Day Off, in which case another day shall be mutually agreed upon by the employees and their supervisor as the employee's Earned Day Off.

- (4) If any employee is injured in an accident or becomes ill or injured in any circumstances where the employee commences any action for the recovery of lost wages and benefits against the person causing such injury, accident or illness (or his insurer) for his injury, and the employee has used his sick credits under this Section and has been paid the salary and wages from his sick pay and sick pay benefits, the employee shall reimburse the Employer the amount recovered for lost wages and benefits paid by the person causing the injury, accident or illness (or his insurer), and upon receipt of the payment, shall have all the sick pay credits used during the period of injury, accident or illness reinstated to his credit.
- (5) Any employee who retires at age 55 or who has 25 years of service (for CUPE employees), shall be paid a retirement gratuity (over and above any other gratuities mentioned elsewhere in this Agreement) equivalent to one (1) day's pay for each four (4) full days of sick pay benefits to his credit as of the date of retirement.
- (6) Long Term Disability
- (a) Permanent employees employed with Moose Jaw Art Museum Incorporated who are under the age of sixty-five (65) years of age shall be entitled to long term disability benefits after the employee has exhausted either one hundred and nineteen (119) days of the accumulated sick pay credits that have been credited to his sick credit account or in cases where an employee has not accumulated one hundred and nineteen (119) days to his sick pay credits, he shall utilize the Employment Insurance sick benefits up until and including the one hundred and nineteenth (119th) day before being eligible for the long term disability benefits. These long term disability benefits including adjudication and rehabilitation services are carried by an insurance company underwriter, Policy with Sun Life, established by the Canadian Museums Association, administered by Aon Consulting, and maintained by Moose Jaw Art Museum Incorporated.
- (b) The long term disability benefit is to be sixty-six and two-thirds (66 2/3%) percent of the disabled employee's rate of pay at the time the long term disability benefits commence.
- (c) The long term disability benefit is integrated with the Canada Pension Plan and Workers' Compensation Board disability benefits. The indexing of the Canada Pension Plan and Workers' Compensation Board benefits will not reduce the long term disability plan's benefit.
- (d) For a period of twenty-four (24) months, the employee shall receive pay equal to the level of sixty (60%) per cent of salary or wages

based upon the wages paid at the time long term disability benefits commence.

- (e) During the period of twenty-four (24) months referred to above, it is the employee's responsibility to present the Carrier, if requested, a medical certificate every six (6) months outlining the status of his medical condition.
 - (f) If during or at the end of the before mentioned twenty-four months, the employee's medical condition be such that he is able to participate in an approved rehabilitation program, whether with Moose Jaw Art Museum Incorporated service or otherwise, the payments shall be made to the employee equivalent to the sixty (60%) percent before mentioned less 50% of any earnings of salaries or wages during the time of retraining and re-employment.
 - (g) Should the illness or disability of the employee be of such a nature as to render any of the work retraining impossible, the employee shall receive sixty (60%) percent of wages up to the age of 65.
 - (h) Upon returning to work after long term disability, an employee will be permitted to take leaves of absence without pay wherever required to allow the concerned employee to bring his health to a state where he can re-enter this work force on a full time basis.
 - (i) Employees upon qualifying for long term disability benefits through the Disability Insurance Plan shall be paid all monies owing to them for annual holidays earned to the date of qualification (i.e. both unused days in the current year plus accrued holidays to the date of qualification). The payment of holiday pay will not reduce nor delay the long term disability benefits payable by the insurance company.
- (7) Where an employee must provide for the needs of an immediate member of the family (immediate member being mother, father, spouse, children, common law spouse and common law children), the employee shall, upon approval of the **Administrative Director**, shall be entitled to use **eight (8)** sick days of sick credits per year, and the sick credits shall be deducted accordingly. **In the absence of any remaining sick credits, the employee shall be entitled to use any vacation remaining to their credit in that year.**
- (a) In the event an employee requires additional sick leave than that provided for above, the leave may be granted by the **Administrative Director**.

ARTICLE 17 - PAYMENT OF BENEFITS DURING STRIKE

Payment of benefits shall be paid by the employer for the following:

- (a) Group Life and AD & D
- (b) **Extended Family Health Care and Vision Care**
- (c) **Dental Care**
- (d) Pension (Employer and Employee's share if applicable)
- (e) Annual Vacation

In the event of a strike, these benefits shall not be prorated.

ARTICLE 18 - SPECIAL LEAVE OF ABSENCE

- (1) Any employee may be granted leave without pay, insofar as the regular operation of the Employer will permit, providing reasonable notice is given to the **Administrative Director**. The leave of absence shall not exceed a reasonable period of time, as determined by the Board of Moose Jaw Art Museum Incorporated.

Employees may not take other employment during the leave, except by written permission of the **Administrative Director**. Failure to receive approval shall be considered a resignation from the service of Moose Jaw Art Museum Incorporated.

- (2) In case of any member of the Union being appointed to represent the Union at conventions, conferences, or executive meetings, one employee shall be granted leave, without pay, for Union business upon application to the **Administrative Director**. If other Union representatives request leave of absence, without pay, it may be granted by the **Administrative Director**.

The Employer will continue all wages and benefits for employees on Union Leave and will be reimbursed the costs on a monthly basis at a rate of one hundred and fifteen (115%) percent by the Union.

- (3) (a) Any permanent employee who is selected for a full time position with the Union, or with which the Union is chartered and affiliated, shall upon application to his **Administrative Director**, be granted leave of absence without pay for a period of time not exceeding one (1) year, provided one week's notice is given.
 - (i) The leave shall be renewed each year upon application three (3) months prior to completion of his leave of absence.
 - (ii) No claim shall be entertained for any promotions effected during his leave of absence.

- (iii) The employee's original seniority shall be retained but no accumulation shall occur during the period of leave.
 - (b) Any employee who is elected to public office shall be granted leave of absence without pay. For the period of holding office, the employee shall retain his original seniority rights with no decrease in status, but without claim to any promotions effected during his absence.
 - (c) Employees on leave in accordance with 18(3)(a) or (b) in excess of two (2) months, shall give a minimum of fourteen (14) days notice, in writing to the **Administrative Director** and the Personnel Committee of their intent to return to work.
- (4) Educational leave is acknowledged to be of mutual benefit to employees and the employer.
- (a) If an employee requests educational leave that is beneficial to the Employer, he shall be granted the leave for a period of up to one year with no loss of seniority or accumulated benefits.
 - (b) If the Employer requests an employee to upgrade his education, the Employer shall maintain all wages and benefits.
 - (c) If an employee is granted educational leave that is not job related, he shall receive no remuneration, seniority or benefits.
 - (d) In the case of education leave, employees may request special flexible working arrangements which must be mutually agreeable between the employer and the union.

(5) Parenting Leave

Employees on any approved Parenting Leave shall continue to earn seniority during the leave.

Extensions may be granted by the **Administrative Director**.

At least twenty-eight (28) days notice shall be given by the employee prior to the date upon which she will return from leave.

(a) Maternity Leave

(i) Every Employee who:

- (a) has been in the employment of Moose Jaw Art Museum Incorporated for at least twenty (20) weeks

in the 52 weeks immediately preceding the day on which the requested leave is to commence.

- (b) submits to the Employer an application in writing for leave under this Section at least four (4) weeks before the date specified by her in the application as the day on which she intends to commence the leave; and,
- (c) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant specifying the estimated date of birth;

shall be granted by the Employer maternity leave from her employment with Moose Jaw Art Museum Incorporated.

(ii) Where:

- (a) an employee has failed to comply with clause (i) (b) but is otherwise entitled to maternity leave pursuant to subsection (i); and
- (b) a duly qualified medical practitioner certifying that there are bona fide medical reasons that require the employee to cease work immediately;

the employee shall be granted by the Employer maternity leave from her employment with Moose Jaw Art Museum Incorporated.

Maternity leave will be for a period of up to one (1) year.

(b) Parental Leave

- (i) The Employer shall grant parental leave in accordance with subsection 18(5)(b)(ii) to every employee who:
 - (a) has been in employment with Moose Jaw Art Museum Incorporated for at least twenty (20) weeks in the 52 weeks immediately preceding the day on which the requested leave is to commence;
 - (b) submits to the Employer a written application for leave at least four (4) weeks before the day specified by him in the application as the day he intends to commence the leave.

- (ii) Parental leave consists of a period of not more than thirty-five (35) consecutive weeks to be taken in any combination during the three (3) months before or following the estimated date of birth of the child.
 - (iii) The Employer shall grant to an employee who fails to comply with clause (i)(b), upon application, leave for a continuous period of thirty-five (35) consecutive weeks, beginning on the date within three (3) weeks from the date of birth of his child.
- (c) Adoption Leave
- (i) The Employer shall grant adoption leave to every employee who:
 - (a) has been in the employment of Moose Jaw Art Museum Incorporated for at least twenty (20) weeks in the 52 weeks immediately preceding the day on which the requested leave is to commence.
 - (b) submits to the Employer a written application for leave at least four (4) weeks prior to the date of his adoption of a child.
 - (ii) Adoption leave consists of a period of not more than thirty-five (35) weeks commencing on the day the child becomes available for adoption.
 - (iii) Where an employee is unable to comply with clause (i)(b), he shall give notice to the Employer equivalent to the notice given to the adoptive parents by the adoption agency involved.
- (6) No pay in lieu or rescheduling of any days shall be given to employees on leave of absence. They shall be deemed to have forfeited the earned days off. Pay is calculated based on hours of work.
- (7) For any leave of absence without pay of one (1) continuous month or longer, the following benefits shall be pro-rated:
- (a) sick pay credits
 - (b) annual holidays
 - (c) anniversary date for probation
 - (d) anniversary date for salary increments

ARTICLE 19 - SENIORITY

- (1) Seniority
 - (a) Upon completion of the required probationary period, new employees shall earn seniority from the date of hire.
 - (b) Seniority earned in all non-permanent positions shall be considered service for the purposes of determining vacation credits and participating in the eligible benefit plans.
 - (c) Seniority shall be retained, provided there is no break in service of more than two (2) calendar years from the date of last employment, provided the employee returns to work as soon as he is again called.
 - (i) Seniority shall continue to be earned for up to two (2) years while an employee is on long term disability.

(2) Posting of Positions

- NB. For the purposes of the following clauses 19(2) and (3) "qualifications" means technical and educational requirements, skill and ability.
- (a) Any full time position filled continuously on a full time basis by a permanent or a non-permanent employee for a period of twelve (12) consecutive months shall be bulletined and filled as a permanent position.
 - (b) All new positions and vacancies to be filled shall be posted on the bulletin boards by the **Administrative Director** for a period of seven (7) working days. It shall contain brief particulars of the position including rates of pay.
 - (c) Qualifications being sufficient to perform the duties of the job, positions shall be filled by:
 - (i) the most senior qualified applicant.

NOTE:

In the event two or more employees of equal seniority have applied for a permanent position, seniority earned in non-permanent positions shall be used in determining the successful applicant.

Subject to 19(2)(c), the final selection for any position will be made by the Personnel Committee.

- (d) A promoted employee shall be paid the salary range for the position to which he advanced. If an employee has performed the duties of the position to which he advanced, he shall be given credit for the service in the position towards the earning of an increment. In no event shall his rate of pay exceed the maximum in the new range.
- (e) The Union shall be advised of all applicants for positions posted.

(3) Layoffs

- (a) Layoffs shall be based upon insufficient work as determined by the Board of Moose Jaw Art Museum Incorporated. When it is necessary to reduce the number of employees, the following shall apply:
 - (i) Permanent employees shall be laid off, only after all non-permanent employees, anywhere in the Employer's service have been laid off in positions for which the permanent employee possesses sufficient qualifications to perform the work.
 - (ii) The most junior permanent employee in the Employer's service shall be laid off first.
 - (iii) In the event of a layoff, affected employees shall have the right to be retrained or redeployed in vacant permanent or non-permanent positions that are approved for filling anywhere in the bargaining unit.
 - (iv) Subject to (iii) the salary of a redeployed employee shall be no less than ninety (90%) percent of his previous rate. It shall remain at that rate until the rate for the new job is equal to or greater than his current rate.
 - (v) Any laid off employee shall have the right to revert to any position for which they have qualified and previously occupied, based upon seniority.
 - (vi) In the event there is a reduction in staff involving new employees who have not yet acquired seniority, the employee hired last shall be laid off first, providing the employees being retained have the sufficient qualifications to perform the duties of the available position.
 - (vii) Following lay offs, qualified employees laid off under this Section (iv) shall be given the opportunity to return according to their seniority.

ARTICLE 20 - PROBATIONARY PERIOD AND PERMANENCY OF EMPLOYMENT

- (1) All new employees in permanent positions shall be on probation for a six (6) month period. Employees promoted to another position shall be on probation in the new position for a period of three (3) months, except where the duties of the new position greatly differ in nature from the current duties, then the probation period shall be six (6) months. Extension of probation period must be by mutual consent between the parties to this Agreement.
 - (a) Employees on probation shall have their performance evaluated half-way through and at the end of the required probation period by their supervisor. The results of the evaluation shall be provided in writing to the employee and the **Administrative Director**, and shall be discussed with the employee.
- (2)
 - (a) Should the **Administrative Director** decide that a probationer is not qualified for the position, then the probationer shall revert to his former position, and any other employees affected by such reversion shall likewise revert.
 - (b) Where an employee opts to revert or is reverted during the probation period, the reversion shall not affect his rights to again apply for a promotion.

ARTICLE 21 - INVESTIGATIONS, GRIEVANCES AND ARBITRATION

When an employee has been dismissed, suspended, disciplined or demoted, or has any other grievance, an investigation may be held at his request; the procedure shall be as follows:

- (a) The employee shall, within five (5) working days following the discipline, suspension, dismissal, demotion, or any other grievance, first state his case in writing, addressed to the Union, and shall thereafter be heard by a Committee of the Union.
- (b) The Union shall, within five (5) working days, be heard by the **Administrative Director**. In making application for a hearing, the Union shall outline in writing the matter grieved. The hearing shall be held within five (5) working days of the application being made. The **Administrative Director** shall, within five (5) working days following the hearing, give his report and/or decision and reasons in writing to the Union.
- (c) In the event of the decision of the **Administrative Director** is unsatisfactory to the Union, it may appeal to the Personnel Committee by filing the written statement of grievance as well as a copy of the decisions and reasons of the **Administrative Director**. The appeal shall be filed

with the Personnel Committee within five (5) working days following the receipt of the decision of the **Administrative Director**.

- (d) The Personnel Committee shall hear the appeal within five (5) working days after it has been filed with them and shall give his decision in writing within five (5) working days after the conclusion of the hearing.
- (e) If the Union is not satisfied with the decision of the Personnel Committee, the Union has thirty (30) days in which it shall notify the Personnel Committee of its intention to proceed to a Board of Arbitration.
 - (i) Each party shall name one (1) nominee to the Board.
 - (ii) These two (2) nominees shall meet and endeavour to agree on a Chairperson for the Board. In the event the nominees cannot agree on a Chairperson, they shall select a Chairperson from the following list of arbitrators to be used in rotation. The list of arbitrators will be reviewed from time to time by the parties.

Angela Zborowsky, Solicitor
Walter Matkowski, Solicitor
 - (iii) The Board shall follow commonly accepted arbitration hearing procedures and will provide an opportunity for each party to the dispute to present its case.
 - (iv) The Board shall confine itself to the matter grieved and shall not have any power to alter, change or amend in any way, the provisions of this Collective Agreement.
 - (v) The Board shall hold its hearings and render its decision within thirty (30) days of the last hearing date.
 - (vi) The majority report of the Board shall be the findings of the Board, and shall be final and binding on both parties.
 - (vii) Each party shall pay the salary and expenses of its nominee and the salary and expenses of the Chairperson shall be borne equally by the parties.
- (f) The time limits as set out in the various steps may be extended by mutual agreement.

ARTICLE 22 – BEREAVEMENT LEAVE

- (1) Leave of absence with full pay shall be granted to employees who suffer the loss by death of a member of his immediate family. [Immediate family being interpreted as mother, father, **legal guardian**, brother, sister, spouse, **fiancé**, children, mother-in-law, father-in-law, grandchildren,

grandparent of employee or spouse, common law spouse and parents of common law spouse (common law spouse being a person with whom the employee has lived with in a stable marital type of relationship for a period of three (3) or more consecutive months)].

Where the death and burial of the relative mentioned in this Section occurs in Moose Jaw, such bereavement leave shall consist of **five (5) working** days or part thereof to be taken at the time of death, funeral and/or interment.

- (a) in the event of special circumstances, leave may be granted at the discretion of the **Administrative Director**.

Where the burial of the relative mentioned in this Section takes place at a place other than the City of Moose Jaw, such bereavement leave shall consist of the days, or part thereof, mentioned in (a) above, as well as reasonable travel time, which bereavement leave and travel time together shall not exceed seven (7) **working** days in total, inclusive of any of the employee's rest days, **to be taken at the time of death, funeral and/or interment**.

The employee or his designate shall notify the **Administrative Director** or Curator prior to commencing bereavement leave under this Section.

- (2) **Bereavement** leave in the case of death of other relatives may be granted at the discretion of the **Administrative Director**.

ARTICLE 23 - PAY FOR PROMOTIONS

A promoted employee shall be paid the salary range for the position to which he advanced. His performance will be assessed in the new position during the probation period.

- (1) Any employee who is assigned to perform the duties of a job in a higher paid job group will be paid at the salary step in the assigned range, next higher to his current salary.
- (2) Any employee who is assigned to perform duties other than those of his regular job in the same job group or lower job group, shall continue to be paid his regular rate of pay.
- (3) Employees assigned to a job in a higher paid job group shall receive vacation pay at their regular job rate.
- (4) Employees assigned to a higher paid job group will earn increments at the higher pay.

- (5) Any employee who is assigned to perform the duties of an out-of-scope job shall be paid an additional amount equal to ten (10) percent of their normal rate of pay or the minimum hourly rate of pay for the position in which they are performing superior duty, whichever is greater. An employee receiving overtime pay as per Article 13 shall not be eligible for superior duty pay for the performance of the same duties.

ARTICLE 24 - REMUNERATION

The positions included in this Collective Agreement will be evaluated using the Job Evaluation as developed between CUPE Local 9 and City of Moose Jaw once the Plan is completed.

- (1) The Employer hereby approves the Job Group, Job Evaluation, Salary Schedules and Wage Rates as set forth in Section 1 of this Agreement, and undertakes:
- (a) That until otherwise agreed, Employees shall be paid according to their respective classifications as set forth in the said schedule;
 - (b) The Union and the Employer shall meet from time to time to carry out the following functions:
 - (i) Whenever changes occur in the duties required in respect to any position, to re-evaluate the same and when new positions are created to evaluate same in accordance with a job evaluation system to which the parties may agree, to assign salaries in conformity with the evaluations to be carried out in consultation with the **Administrative Director**, and with the Union Negotiation Committee if a Union position is involved.
 - (ii) Salary and wage increments, where provided for in Schedule I attached, with the exception of the maximum rate, shall after completion of probation and subject to the approval of the **Administrative Director** be effective on the nearest pay period, in six (6) month intervals, based on the employee's anniversary date of employment.
 - (iii) Regular performance ratings of employees shall be carried out at least annually by their supervisor.
 - (iv) Any disagreement between the Employer and the Union with respect to the new position or positions in the matter of scope, salary schedules, and wages shall be subject to grievance.

ARTICLE 25 - SERVICE PAY

- (1) Upon retirement of any employee from Moose Jaw Art Museum Incorporated service, upon reaching the age of fifty-five (55) or after twenty-five (25) years of service, the Employer shall pay to the employee a Severance Gratuity, including all service, calculated according to the following schedule:
 - (a) Fifteen (15) cents per day for each day of service in excess of five (5) years, but not exceeding ten (10) years;
 - (b) Twenty (20) cents per day for each day of service in excess of ten (10) years, but not exceeding twenty (20) years;
 - (c) Twenty-five (25) cents per day for each day of service in excess of twenty (20) years, but not exceeding twenty-five (25) years;
 - (d) Thirty (30) cents per day for each day of service in excess of twenty-five (25) years.
- (2) The amount payable to any employee under this Section shall not exceed \$1,500.00

ARTICLE 26 - COMPENSATION IN CASE OF ACCIDENTS

- (1) The Employer agrees that whenever any employee who has been in the Employer's service for at least three (3) months, not necessarily continuously, is injured during the course of duties, he shall, for the period during which he receives compensation under the *Workers' Compensation Act*, be entitled to be paid his full salary on the regular pay days for a period of time up to two (2) full years for permanent employees and for a period of time they would have normally been employed for non-permanent employees. The employee shall assign to the Employer all compensation cheques issued to him by the Workers' Compensation in respect to the compensable period.

The Employer will not pay an employee for compensation, for an injury as determined by the Workers' Compensation Board occurring in an accident outside the employ of Moose Jaw Art Museum Incorporated. This clause shall not be deemed to apply to employees who have been placed on the Long Term Disability Benefit Program.

- (2) (a) Any employee who is injured during the performance of their duties shall report the accident and injury immediately to the **Administrative Director** who shall ensure that the proper forms are completed.

- (b) Employees in receipt of Workers' Compensation Benefits for a period of three (3) months continuously or longer shall receive pro-rata adjustments in the following:
 - sick credits
 - vacation
- (c) It shall be the responsibility of the employee while receiving Workers' Compensation Benefits to maintain contact with the Employer and provide further information as may be required from time to time.

ARTICLE 27 - JOB TRAINING

- (1) Moose Jaw Art Museum Incorporated undertakes that it will inaugurate and maintain a system of "on-the-job-training" with the intent and purpose that every employee shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising, to the position next senior to his own; providing that nothing herein contained shall be construed as obligating the Employer to furnish training for any position requiring professional qualifications.
- (2) Where employees are working the 5-5-4 work week and the scheduling of an employee's training program conflicts with an employee's Earned Day Off, such day off will be re-scheduled to a time that is mutually agreeable between the employee and the **Administrative Director**.

ARTICLE 28 - PENSION PLAN

The Employer will contribute an amount equal to **7.5%** of regular monthly earnings to a Registered Retirement Savings Plan (RRSP) in each employee's name. That amount will be matched by the employee through payroll deduction.

ARTICLE 29 - VESTED RIGHTS

- (1) Whenever an employee dies while in the Employer's service, the Employer shall pay to the surviving spouse of the employee, or if no spouse survives, then to the Executor or Administrator of the employee's estate, the following:
 - (a) any wages or salary due;
 - (b) any holiday pay due;
 - (c) any service pay credits earned;

- (d) any gratuity for which such employee would have been qualified under Section 16(5) had he attained retirement age and retired as of the date of his death.
- (2) Whenever an employee resigns for ill health or injury certified by a Medical Practitioner, to be of such nature or character as to prevent him from properly carrying out his duties, or where he is permitted to resign for any cause which, in the opinion of the **Administrative Director**, incapacitates him from properly discharging his duties, the provision of subsection (1) hereof shall as necessary apply, except that payments shall be made directly to the employee upon his request.
- (3) Whenever an employee is terminally ill, as defined in Section 3, the provisions of Subsection (1) shall apply and be payable to the employee upon his request.
- (4) Whenever an employee is laid off, is dismissed, or resigns for cause not covered by subsection (2), the Employer shall only pay to him the items listed under clauses (1)(a) and (b).

ARTICLE 30 - GROUP INSURANCE

The Employer shall provide for each eligible employee Group Life Insurance in the amount of \$25,000.00 including accidental death and dismemberment coverage. A copy of the insurance plan shall be supplied to each insured employee.

ARTICLE 31 - TIME OFF FOR VOTING AT ELECTION

The Employer agrees to allow each of its employees, to whom this agreement relates, such consecutive hours off for voting for **Municipal**, Provincial and Federal Elections as may be required under the statutes pertaining thereto, without deduction from pay.

ARTICLE 32 - JURY DUTY

If an employee is required to serve as a juror or subpoenaed in Court as a witness, he shall suffer no loss of pay, provided that any compensation received shall be submitted by the employee to the Employer immediately upon receipt.

ARTICLE 33 - WORK OF THE BARGAINING UNIT & CONTRACTING OUT

- (1) Employees whose jobs are not in the bargaining unit shall not work on any jobs included in the bargaining unit, except for purposes of instruction or in emergencies when regular employees are not available.

- (2) The Union agrees that it is the right of the Employer to contract out, subject to the following:

No employee shall lose his employment or suffer a loss in wages/salaries or suffer a reduction in normal hours of work, as a result of contracting out.

ARTICLE 34 - SAFETY

It is agreed that Safety Regulations are necessary to protect the best interest of employees, and conformance with them shall be a condition of employment with Moose Jaw Art Museum Incorporated.

ARTICLE 35 - NEW TECHNOLOGICAL CHANGE

- (1) Definition

The introduction of equipment, material or processes different from that previously used that affects one or more employees.

- (a) The introduction of equipment or material of a different nature or kind than that previously utilized.
- (b) A change in the work, undertaking or business carried on by the employer that is directly related to that equipment or material, including the removal of any part of the work, undertaking or business.

- (2) Advance Notice

When the Employer is considering the introduction of technological change:

- (a) the Employer will notify the Union as far as possible in advance of its intentions and update the information provided as new developments arise and changes are made;
- (b) the foregoing notwithstanding, the Employer shall provide the Union at least one hundred and twenty (120) days before the introduction of technological change, with a detailed description of the changes it intends to implement, disclosing all foreseeable effects and repercussions on employees.

Notice mentioned in subsection (2) shall be in writing and shall state:

- (a) the nature of the technological change
- (b) the date upon which the employer proposes to effect the technological change;

- (c) the number and type of employees likely to be affected by the technological change;
- (d) the effects the change may be expected to have on employees' terms and conditions of employment.

(3) Consultation

Technological change shall be introduced only after the Union and the Employer have consulted and have reviewed the technological change and the possible effects of the change on employees and the application of provisions of this Collective Agreement. Upon written notice, the Employer and the Union may commence collective bargaining for the purpose of revising the existing provisions or including new provisions in this Collective Agreement to assist the employees affected by the change.

(4) Arbitration

If, as it affects the technological change, the Employer and the Union disagree on the application of the Collective Agreement, the matter shall be referred to the arbitration procedure.

(5) Transfer Arrangements

An employee whose job is rendered redundant and is displaced from their job as a result of the technological change shall be given an opportunity to fill any vacancy for which they have the seniority and which they have sufficient qualifications. If there is no vacancy, he shall have the right to displace employees with less seniority, provided he has sufficient qualifications to perform the job.

(6) Training Benefits

Notwithstanding the above, where an employee is not displaced and where new or greater skills are required than are already possessed by affected employees using current technology, the employee shall, at the expense of the Employer, be given a reasonable period of time not to exceed six (6) months, during which they may perfect or acquire the skills necessitated by the technological change.

(7) Additional Training

Subject to the above, should the introduction of a technological change create a need for the perfection or acquisition of skills requiring a training period of longer than six (6) months, the additional training time may be provided if it is not economically prohibitive.

(8) New Classification

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Employer mutually agree to exclude them

If the parties are unable to agree on the classification and/or the rate of pay for the job in question, the issue shall be resolved in accordance with the provisions of Section 21.

ARTICLE 36 - FORMER AGREEMENTS TERMINATED

This Agreement shall supersede all other Agreements heretofore entered into between the Parties hereto.

ARTICLE 37 – BENEFIT PLAN

(1) Each employee shall have the following benefits, with premiums paid by Moose Jaw Art Museum Incorporated:

- \$25,000.00 Life Insurance
- \$25,000.00 Accidental Death and Dismemberment
- \$5,000.00 Dependent Life
- Extended Family Health Care and Vision Care
- Dental Care – includes major restorative services

(2) Each employee has Long Term Disability and Weekly Indemnity, and is individually responsible for these premiums.

(3) The Canadian Museums Association Group Benefits Program Basic Plan shall provide the following specific benefits:

- | | |
|--|--|
| (a) Life Insurance | • \$25,000.00 |
| (b) Accidental Death & Dismemberment | • \$25,000.00 |
| (c) Dependent Life | • \$5,000.00 spouse • \$2,500.00 each child |
| (d) Long Term Disability (Employee pays premium) | • 60% of monthly earnings • Maximum monthly benefit \$5,000.00 • Benefits payable after 17 weeks of disability |

- Benefits payable to age 65
- (e) Extended Health Care
- 100% reimbursement, nil deductible for semi-private hospital and out of country medical expenses
 - 90% reimbursement, nil deductible for prescription drugs, paramedical practitioners, hearing aids, orthopaedic shoes, glucometers, private duty nursing, ambulance services, medical equipment, overall unlimited maximum
- (f) Dental Care – Basic Service
- 80% reimbursement, nil deductible for oral exams, x-rays, fillings, scaling, polishing, root canal therapy, oral surgery, denture relining, rebasing
 - Maximum \$1,500.00 per person per year
- (g) Weekly Indemnity (Employee pays premium)
- 66.67% of weekly earnings
 - Maximum weekly benefit \$750.00
 - Benefits payable from 1st day for disability due to accident; 8th day for disability due to sickness
 - Payable for maximum 17 weeks
- (h) Vision Care
- Reimbursement for cost of glasses or contact lenses
 - Maximum \$200.00 per 24 months (\$200 per 12 months for children under the age of 18)
- (i) Dental Care – Basic Services listed under Basic Plan, PLUS Major Restorative Services
- Maximum \$2,000.00 per person per year
 - Basic and Major services combined
 - 50% reimbursement, nil deductible on inlays, onlays, crowns, full/partial dentures, fixed bridgework

Signed this 4th day of Sept., 2014

IN WITNESS WHEREOF each of the parties hereto has caused these presents to be executed in its Corporate name, and its Corporate seal to be affixed under the hands of its proper officers in that behalf, the day and date first above written.

LOCAL NUMBER 9, CUPE of
Moose Jaw Saskatchewan:

Per: _____

Per: R. Mitchell

MOOSE JAW ART MUSEUM
INCORPORATED:

Per: Janet Mauer

Per: _____

Canadian Union of Public Employees
Representative:

Amy Marsden

Schedule 1

Monthly Salary Schedule

January 1, 2014 - 3.0 % Economic Adjustment

| | 1st | 2nd | 3rd | 4th |
|--------------------------|---------|---------|---------|---------|
| Administrative Assistant | 3280.24 | 3350.13 | 3429.57 | 3562.99 |
| Education Officer | 4055.44 | 4226.20 | 4382.66 | 4552.63 |

January 1, 2015 - 3.0 % Economic Adjustment

| | 1st | 2nd | 3rd | 4th |
|--------------------------|---------|---------|---------|---------|
| Administrative Assistant | 3378.65 | 3450.64 | 3532.45 | 3669.88 |
| Education Officer | 4177.10 | 4352.99 | 4514.14 | 4689.21 |

January 1, 2016 - 3.0 % Economic Adjustment

| | 1st | 2nd | 3rd | 4th |
|--------------------------|---------|---------|---------|---------|
| Administrative Assistant | 3480.01 | 3554.16 | 3638.43 | 3779.98 |
| Education Officer | 4302.41 | 4483.58 | 4649.57 | 4829.89 |