

ADVANCE COPY PENDING SIGNATURE OF ABSENT MEMBER

ANTIGUA AND BARBUDA

IN THE INDUSTRIAL COURT

REFERENCE NO. 59 OF 2013

BETWEEN:

SUNDRY WORKERS

Employees

And

ROYAL BANK OF CANADA

Employer

Before:

The Hon. Charlesworth O.D. Brown

President

The Hon. Samuel R. Aymer

Member

The Hon. Dr. Hayden Thomas

Member

Appearances:

Ms. Joanne M. Massiah, Attorney-at-Law and Mrs. Cindy Blanchard, Industrial Relations Officer of the Antigua & Barbuda Workers' Union for the Employee

Mrs. Andrea C. Roberts-Nicholas and Ms. Safiya Roberts, Attorneys-at-Law of Roberts & Co for the Employer



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Mrs. Andrea C. Roberts-Nicholas and Ms. Safiya Roberts, Attorneys-at-Law of Roberts & Co for the Employer

2015: March 18

2018: February 9

JUDGMENT

Brown, P:

Background

1. The Employees are represented by the Antigua & Barbuda Workers' Union (the Union), a leading trade union in Antigua and Barbuda. In accordance with the relevant statutory provisions of the Antigua and Barbuda Labour Code (the



Code) the Union is the sole Bargaining Agent for the Employees who are employed by the Employer and comprise a Bargaining Unit.

2. The Employer is duly incorporated and registered to carry on business in Antigua and Barbuda as a financial institution. Some of its corresponding branches or affiliates carry on similar businesses in other English-speaking jurisdictions in the Caribbean.
3. At intervals over at least the past 20 years, the Union has negotiated three-year collective agreements with the Employer. The agreements include Scales of Pay for employees in established categories. Each category of workers has a corresponding position and position level with a salary range demarcated by a minimum salary and a maximum salary.
4. Over the years it became customary that across-the-board percentage increases of pay, including increases of the maximum, were included in successive new agreements. Accordingly, Article 26 of the agreement for the period 2001- 2004 signed on August 08, 2001 set out annual increases in the rates of basic pay and stipulated that: **"A similar range movement will be applied at the top of the band for each year."**
5. Between 2004 and 2012, contrary to the wishes of the Union, the Employer developed a practice whereby a "one-time bonus payment" was made in instances where the across-the-board percentage increases would have resulted in some salaries exceeding the maximum within the applicable range. In other words, the Employer failed to apply the range movement at the top of the band as had been done under previous agreements.
6. In 2012, the normal periodic negotiations between the parties became unusually protracted as a dispute crystalized over the application of agreed percentage increases in salary where they would result in some salaries exceeding the upper limit of the respective fixed ranges.
7. In order to advance the negotiations towards closure, the Employer proposed and the Union accepted the continuation of the Employer's practice of making the one-time bonus payments. Notwithstanding the concession, the Union maintained that the increases should be paid as add-ons to all salaries, so that the maximum of each scale would be increased to reflect the agreed across-the-board percentage increases.
8. The shift in the Employer's position is reflected in Article 27 of the 2012 Agreement, signed on June 01, 2012, providing for annual increases in the rates of basic pay for the years 2011 and 2012 and stipulating that: **"Employees at the**

maximum of their salary range will receive an increase in salary to bring them to the maximum and any difference as a one-time bonus payment."

9. In acknowledgment of the subsisting dispute, which by then had been referred to the Minister of Labour, the 2012 Agreement was supplemented by a "Letter of Understanding" in terms as follows:

"Letter of Understanding

....
The Bank and the Union agree as follows:

In respect of Article 27 - Scales of Pay:

1. The union's proposal for all salary increases to be paid as an add-on to base has been escalated to the Minister of Labour for mediation.
2. Until a final decision is made, employees in the bargaining unit who are at the maximum of the salary range will continue to be paid a one-time lump sum payment.
3. Should the final decision be made that all salary increases should be paid as an add-on to base pay, RBC will retract the lump sum payments already made in order to effect the necessary across-the-board increases.
4. Any final decision which results in an amendment to the existing practice will become retroactive to the effective date of this agreement.

Signed:

....

Dated this 1st day of June 2012"

....

10. Notwithstanding the referral to the Minister, the dispute remained unresolved and resulted in the commencement of these proceedings. In the meantime, up to the date of trial, the Employer continued to make "one-time lump-sum payments" to employees who were at the upper limit of their respective salary ranges.

The Opposing Cases

11. The salient points stated by the Employees in their Memorandum filed on March 12, 2014 are as follows:

- (a) The Employer's unilateral decision, departing from the settled administrative practice under previous Collective Agreements up to 2004, to restrict the movement of the salary ranges and the related practice of making one-time lump-sum payments adversely affected the employees benefits, including the calculations of bonus, pension, and severance pay.

- (b) The agreed salary increases should be added to the base salaries of the individual employees and that when appropriate, the maximums of the salary ranges should be increased accordingly.
 - (c) This Court should adopt and apply the ruling of the Grenada Arbitration Tribunal as disclosed in its Report on the dispute between the Grenada Technical and Allied Workers' Union and the First Caribbean International Bank dated 27th October 2010.
12. On the other hand, the salient points in the Employer's Memorandum filed on April 7, 2014 are as follows:

- (a) The Employer's practice in relation to the scales of pay are based on its "compensation philosophy" which is informed by market data. The resulting methodology calls for a maximum limit payable for jobs within each position level. As a result, agreed increases in salary are effected by add-ons to base salary up to but not beyond the maximum of the range.
- (b) This Court should leave the Employer's base salary range process unchanged and allow it to continue to make the one-time lump sum payments when the agreed increases take the base pay beyond the maximum of the range and when the salaries are already at the maximum of the range.
- (c) The ruling of the Grenada Arbitration Tribunal should be distinguished and should not be applied in this Reference.

The Issues

13. Based on the formulations proposed by Counsel in their closing submissions, we consolidate the issues to be determined as follows:
- (1) Whether, under the circumstances, the Employer's practice of making one-time lump sum payments to employees earning the maximum within the salary range is a discriminatory and injurious practice, contrary to the Code and good industrial relations practices.
 - (2) Whether negotiated percentage increases of salary must be applied to the base-pay of all the Employees without regard for the attainment of the maximum salary within the respective salary ranges.

The Statutory Framework

14. In several of its sections, the Code expressly recognizes the critical role of trade unions. In particular, Section A3 of the Code is comprised of expressions of the underlying national policy which must be used in the interpretation of its several provisions. We are obliged to have regard for those expressions.
15. For present purposes, we note that the expressions of national policy to encourage the equality of bargaining power and the collective bargaining process between employees and their employer.
16. There is no doubt that, in so far as they advance the interest of workers by collective bargaining, trade unions play an important role in advancing the overall socio-economic development of Antigua and Barbuda. In conjunction with particular employers, trade unions routinely contribute to the establishment of standards higher than the minimum ones established under the Code. We accept this as the norm and note that, as part of their fundamental structure, collective agreements are routinely consistent with the Code and otherwise include the application of the principles and practices of good industrial relations.
17. Sections C6 of the Code requires that conditions of employment be in conformity with its provisions:

"C6. An employer shall not provide employment, and an employee may not accept employment, under terms and conditions which do not conform to the provisions of this Code."
18. Section C41 of the Code provides for the computation of severance pay as follows:

"C 41. Severance pay shall consist of at least one day's pay, at the employee's latest basic wage, for each month or major fraction thereof of his term of employment with his employer and any predecessor-employer."
19. Our powers are confined by the Industrial Court Act (the Act), Section 10 (3) of which provides:

(3) Notwithstanding anything in this Act or in any other rule of law to the contrary, the Court in the exercise of its powers shall-

 - a) **Make such order or award in relation to a dispute before it as it considers fair and just, having regard to the interests**

of the persons immediately concerned and the community as a whole;

- b) Act in accordance with equity, good conscience and the substantial merits of the case before it, having regard to the principles and practices of good industrial relations and, in particular, the Antigua and Barbuda Labour Code.

20. We emphasize the constraining components of our power including: (a) our award must be based on what we consider to be "fair and just"; (b) we must act in accordance with "equity, good conscience and the substantial merits of the case" before us and (c) we must have regard for the "principles and practices of good industrial relations and, in particular, the Antigua and Barbuda Labour Code."
21. The Act does not provide a definition or explanation for what is "fair and just". Understandably, there are no general rules or objective tests which can be universally applied to determine what is fair and just in every conceivable scenario. Accordingly, what we deem to be fair and just in the instant case depends on the facts as we find them.
22. As to equity, as commonly understood, it is substantially equivalent to natural justice of which there are known principles which could be applied in particular circumstances. Those principles dictate that in any collective bargaining process each party must not only know what is being proposed by the other but must be given a fair opportunity of negotiating a mutually acceptable position.
23. At the end of the day, in the absence of any direct express statutory provisions, we simply have to do the best we can in reliance on our own knowledge of what constitutes the principles and practices of good industrial relations in this jurisdiction.

The 2012 Collective Agreement

24. The following articles in the 2012 Collective Agreement covering Non-Supervisory employees are instructive:

"1.01 The purpose of this agreement is to establish and maintain orderly collective bargaining relationships..., to provide procedures for the avoidance and prompt settlements of disputes...and to establish and maintain rates of pay, hours of work and other conditions of employment..."

...

23.03 (d) The rate used for calculating a redundancy benefit shall be the standard basic rate of pay paid to the employee at the time of the termination of his employment."

The Evidence

25. Generally, the evidence of the witnesses confirms the background facts summarized at paragraphs 1 to 10 above. The most instructive parts of the testimonies of individual witnesses are as follows.
26. On behalf of the Employees, Ms. Dawn Simon testified that she had been employed by the Employer since November 21, 1998. At the date of trial she held the position of Relief Clerk earning an annual salary of \$82,306.90. At that time she had been a Shop Steward for approximately 6 years.
27. In addition, Ms. Simon testified that prior to 2009 negotiated increases were always added to her base salary. However, in June 2009 when the maximum of her salary range was \$79,000.00 she received a one-time lump sum payment of \$3,467.23 in lieu of any adjustment to the said maximum. It was also her evidence that prior to receiving the lump-sum, she was not aware that she would not have received the salary increase as the usual addition to her base salary.
28. Further, Ms. Simon testified that she considered the restriction on the movement of her salary range and payment of the one-time lump sum to be discriminatory practices. In her view, those practices had a direct negative impact on her benefits including her vacation entitlements, redundancy benefits, severance pay and pension.
29. For his part, Mr. David Massiah stated that he was the General Secretary of the Union and had been holding that position for approximately 12 years. He said that the impasse had been subsisting for about nine (9) years prior to the commencement of these proceedings. Importantly, having been involved in the negotiation process over the years, he gave the historical perspective of the dispute. His evidence is summarized in the following 11 paragraphs.
30. Mr. Massiah referred to the correspondence passing between the parties during the 2005 negotiations towards the collective agreement for the period 2004-2006. He stated that a meeting was held on June 8, 2005 after which one of the unresolved issues surrounded scales of pay. In that regard, the Union advanced the notion that **there should be no fixed maximum pay for the respective salary ranges.**
31. By letter dated June 22, 2005 the Employer rejected that notion, stating: "**... we therefore reject the notion of there being no maximum pay for positions.**"
32. In its letter in response dated June 29, 2005 the Union asserted that "**There can be no maximum for a range when a collective agreement is in place**". Each

Employee should benefit from the agreement to increase wages/salaries across the board."

33. The negotiations progressed to the stage where by letter dated 11th July, 2005 the Union noted that the Scales had been set since 1995 and proposed: **"that the maximum of each scale be increased" and "that the scales be increased every time there is an across-the-board increase..."**

34. In turn, by letter dated July 28, 2005 the Employer pointed out that agreed increases had been applied to the maximum of the range every year since 1995. Further, the Employer referred to empirical data showing increases in salary between 4% and 6% each year and declined to increase the maximum any further.

35. Instead of increasing the maximum pay, the Employer made a "final" proposal in the following terms:

"to apply the across the board increase in the form of a bonus to those persons who are at the maximum of their current range. Their salary will remain at the maximum until such time as they move into a higher level range and then qualify for subsequent salary adjustments. For those who are close to the maximum, a salary increase will be granted to take them to the maximum of the range and any short difference will be paid in the form of a bonus payment. This action will apply for each of the three years of the contract."

36. Guided by its desire to conclude the then protracted negotiations and the fact that, at that time, none of the Employees had attained the maximum of the respective ranges, the Union accepted the Employer's "final proposal" with the expectation that the issue would be resolved in the ensuing negotiating period.

37. Since 2005 the Employer has consistently refused to reconsider its "final proposal" to make the one-time-lump sum payments. In light of the impasse, the dispute was referred to the Minister of Labour for mediation but the process did not result in a settlement. Pending a final decision; the parties further agreed terms as stated in the "Letter of Understanding" attached to the 2012 Agreement.

38. According to Mr. Massiah the practice of applying percentage salary increases across-the-board irrespective of the particular salary level is accepted by other banking institutions in this jurisdiction as a "standard, normal operational practice"

39. Mr. Massiah also testified that by the date of trial, six of the Employees had progressed to the maximum of the respective ranges. In the circumstances, the Union contended that "the creation of a category of red circled employees" and the continued payment of one-time lump-sums were injurious to the interests of the Employees and were not in keeping with good industrial relations practices.
40. In relation to the Grenada Arbitration Report, Mr. Massiah testified that in his opinion, the pertinent findings therein are instructive and should be applied in this instance. In particular, he emphasized the finding that: **"the practice in Grenada and the Caribbean is that across-the-board increases in salary are applied to increases in salary bands..."**
41. Mrs. Juel Harewood Parris is the Employer's Human Resources Business Partner for this sub-region. Her employment with the Employer commenced in 2006. She testified in respect of the Employer's job pricing and its compensation philosophy which is informed by surveys conducted by external consultants. Based on those surveys, salary ranges are fixed and adjusted from time to time, the last of which was in 2011.
42. In her witness statement filed on April 07, 2014, Mrs. stated that "salary increases added indefinitely to base salary defeats the purpose of the ranges and will negatively impact other employees at other levels in the organization". She further stated that "if the Union's submission is supported, salary increases which are added to maximum salaries would fundamentally change RBC's compensation philosophy".
43. Under cross-examination, Mrs. Parris agreed with Counsel's suggestion that the Employer's practice of making one-time lump-sum payments adversely affects the contingent benefits of the Employees. However, she further testified that she did not see any basis for a change in the Employer's compensation philosophy.
44. Mrs. Marie-Eleana Butts, the Employer's Senior Manager of Compensation Programs, with 15 years' experience as a compensation specialist, also testified on its behalf. She stated that the Employer's "compensation philosophy" is to pay at market". She also explained the salary ranges were determined and renewed annually.
45. Mrs. Butts explained the Employer's efforts to keep its salaries competitive in the market. To that end, , as part of its annual compensation survey of the salary ranges in the market, the Employer conducts analyses which result in adjustments of its own ranges "as appropriate".

46. Mrs. Butts testified further that the purpose of the salary ranges is "to fairly compensate employees doing one type of job function versus another of varying skill, experience and knowledge".
47. Mrs. Butts emphasized that the Employer had exercised great care and attention to clarify and verify its practices with its competitors. She maintained that the framework of salary ranges and the accompanying base salary policy are viewed by the Employer as being integral to its compensation programs.
48. Mrs. Butts reiterated the Employer's position that, if effected, the Union's proposal would result in a state of affairs where "employees doing lower skilled jobs could have their salaries increased indefinitely, surpassing those of higher skilled ones." She stated that such a state of affairs would constitute an irregular approach to compensation which would "undermine the basic tenets of good human resources management."
49. As to the report of the Grenada Arbitration Tribunal, Mrs. Butts contended that it should be understood in its entire context. She contended that the Arbitrators' finding at paragraph 45.4 was erroneous in that it is not accurate to say that "the practice in Grenada and the Caribbean is that across the board increases in salary are applied to increases in salary bands". To the contrary, according to Mrs. Butts, the policy of paying increases up to the maximum of the salary ranges was confirmed by market data and existing practices.

The Grenada Arbitration Report

50. The Report of the Grenada Arbitration Tribunal dated October 27, 2011 is very instructive in this Reference. The arbitrators were appointed by the Minister of Labour under the Industrial Relations Act of 1999. In that regard, it is noteworthy that two of the arbitrators were independently nominated by the parties to the dispute. The report discloses no dissenting opinion. Moreover, as far as we are aware, the findings were never challenged in the High Court.
51. Among other things, the arbitrators had to consider and determine the fate of the Employer's practice of "red circling" of salaries. In resolving that issue, the arbitrators wrote:

"Red Circling of Salaries

43 Union Position- The Bank and the Union agreed to "across-the-board" percentage salary increases (Article 18 of the Memorandum). These increases were retroactive to 21 January 2003. However, in respect of certain employees, the Bank had only paid a lump sum equivalent to the difference between the aggrieved employees' salary at the base date

and the salary that the employees were supposed to have received with the increase. The Bank had not adjusted the employees' base pay. As a result other consequential rights had been compromised including pension eligibility and redundancy and severance payments eligibility.

44 Bank's Position- The Bank operates salary bands. One of the consequences of the agreement was that the increases would have taken some of the employees' pay outside of the maximum allowed in the respective bands. In the context of the Bank's salary administration it was not possible to pay a base salary which was outside the relevant band for the position.

45 Arbitrator's Considerations

45.1 The practice in question is not red circling of salaries but rather an interpretation by the bank of its salary administration practices...

45.2 ...

45.3 ...

45.4 The practice in Grenada and the Caribbean is that across-the-board increases in salary are applied to increases in salary bands. Accordingly, if a salary increase of 10% was agreed on and there is a salary band \$1,000 to \$2000 per year, then the salary band increases to \$1,100 to \$2,200 per year.

45.5 The adequacy of job analysis and job evaluation exercises by the bank, including their timelines is not sufficient grounds to deny employees of their entitlements based on agreements freely entered into by the bank. Management must conduct its negotiations bearing in mind its salary scales and bands.

46 Findings

46.1 We find that the salary increases agreed to in the Memorandum must be applied to employees' base pay and must be added to base pay.

46.2 We find that base pay adjusted in the amounts and at the time specified in the Memorandum must be the basis for calculating all contingent entitlements such as pension and redundancy and severance payments."

52. We note that the employer's practice of "red circling of salaries" as addressed by the Arbitrators in their Report is very similar, if not identical, to the Employer's practice in the instant case. We also note the Arbitrators' view that the term was in fact the bank's interpretation of its own administrative practices and its attempt to restrict salaries within specified bands. We fully indorse that view and apply that findings to the instant case.

Resolving the Issues

53. In considering the evidence within the legal framework, we find it convenient to deal with the issues together. In doing so, we are constrained by our mandate under Section 10 (3) of the Industrial Court Act. It cannot be over emphasized that we must have regard for the principles and practices of good industrial relations and the Code in considering what is fair and just.
54. It appears that the Employer's settled practice between 1995 and 2004 was to allow a "range movement across the board for each year" as confirmed by Article 26 of the agreement for the 2001 to 2004 period. That fact is further confirmed by the Employer's letter dated 28th July 2005. The departure from that practice in the circumstances, being a unilateral decision of the Employer as disclosed by the oral and documentary evidence, was contrary to good industrial relations practices.
55. The evidence discloses that not only was there a departure from the norm, but it was a substantial and sustained departure commencing in 2005 and continuing up to the date of trial. We accept Mr. Massiah's evidence that the Employer's "final proposal" was accepted by the Union primarily with the view to closing the protracted negotiations.
56. Further, we also accept Mr. Massiah's evidence that in the ensuing years since 2005 the Employer has refused to reconsider the "final proposal". In that regard, we are of the opinion that the Union held a reasonable expectation that the negotiations on that issue would have resumed in due course. Under the circumstances, the Employer's position is unsustainable in light of settled practice and the Union's stated position.
57. As we understand the Employer's evidence, its position is grounded on its compensation philosophy which is based on data from market surveys and is influenced by international practices. The Employer's position is that increasing salary range maximums as proposed by the Union would cause a conflict with its compensation philosophy. And to the extent that such a conflict arises, the compensation philosophy should prevail.
58. In so far as it cuts across the grain of the settled practice, the Employers position should at least have been subjected to further consideration during subsequent rounds of negotiations for agreements going forward. The Employer's refusal cannot be accepted as a good industrial relations practice.
59. While the Employer's practice in determining its philosophy may be commendable, it is clearly not a good industrial relations practice to unilaterally

depart from a previously well settled practice and advance that departure as a part of a "final proposal". In attempting to justify the departure, the Employer relies on its compensation philosophy. Such a reliance is dubious at best, given that that philosophy subsisted during the course of the previously settled practice.

60. While it is natural and acceptable that the Employer relied on its philosophy during the negotiating process, we cannot accept that that philosophy would wholly determine the Employer's position at the exclusion of laws in this jurisdiction with the resulting sudden and full cessation of the settled practice.
61. In the circumstances, given the absence of conclusive evidence in that regard, it is doubtful that the Employer provided the Union with (a) sufficient details of its compensation philosophy and (b) adequate notice of its intention to radically depart from the settled practice.
62. We do not doubt that, from its perspective, the Union's objective was to improve the general working conditions, and the rates of pay in particular, of the Employees. All working conditions must be viewed in the context of the Code. This obviously consistent with our obligation under section 10 (3) of the Act, to have particular regard to the Code.
63. Accordingly, no state of affairs should exist or remain in existence if it tends to erode, stifle or militate against the provisions of the Code generally and the statutory benefits to which the employees are entitled under it. In that regard, we wholly accept the evidence of both Ms. Simon and Mr. Massiah, as conceded by Mrs. Parris, in respect of the negative impact which the one-time bonus payment would have on the Employees' contingent statutory and contractual entitlements.
64. We refer to the provision for the computation of severance pay. Clearly, it must be calculated on the basis of a rate no less than "latest basic wage" as stipulated by section C 41 of the Code. The Employees' contractual entitlements in a redundancy situation as stated in Article 20:3 of the 2012 Agreement are clearly above the minimum standards. The significance of the "standard basic rate of pay" as stipulated in Article 20:3 (d) of the Agreement cannot be overemphasized.
65. In our opinion, if there is no adjustment in the maximum of the range, then the "last salary" of an employee at that maximum would not reflect his last negotiated increase. Ultimately, that last salary would be understated as an amount lower than it should be. This would mean that an increase above the maximum, resulting from the negotiation process, which would otherwise

translate into a lasting improvement in working conditions, would be undermined and otherwise be of limited value.

66. The calculation of bonuses, severance pay and pension entitlements are all direct functions of an employee's last salary. Since a "onetime lump-sum payment" would not affect the base salary of those Employees at the maximum of the range, it would not be taken into account in determining the relevant statutory and contractual benefits to which they are entitled. This is clearly inimical to the letter and spirit of the Code and the Collective Agreement itself.
67. In our opinion, the Employer's practice of making the one-time lump sum payments results in the masking of the Employees' true "standard basic rate of pay" and the creation of serious anomalies. In any event, the Employer's practice is unacceptable since it is inconsistent with or contrary to the "standard normal operating practice" in other banking institutions in Antigua and Barbuda.
68. Moreover, it is our opinion that the Employer's practice constituted differential treatment which effectively discriminated against the affected Employees and that there was no or no sufficiently cogent and convincing evidence to provide a reasonable justification for the same. In the circumstances, we condemn such differential treatment.
69. In the final analysis, it is our opinion that there should be no fixed maximum for any particular range. All the scales should be adjusted in accordance with the across-the-board increases.

Conclusions

70. Based on the pleadings and the evidence before us, having particular regard to the statutory framework, we have determined that the Employer's compensation philosophy, the resulting rigidity of the maximums of the salary ranges and the practice of making one-time bonus payments are contrary to or inconsistent with the laws and good industrial relations practices in this jurisdiction.
71. Where conflict exists over a particular practice or stance taken by one party, as in this case, then both the Employer and the Union should have endeavored to engage in further collective bargaining towards resolution of the same. Ultimately, any practice which affects the working conditions of the Employees must be brought into alignment with good industrial relations practices and the Code. We are not convinced that sufficient efforts to that end were made by the parties in this Reference.

72. At the end of the day, we are generally in favour of the submissions made by Counsel, Ms. Massiah on behalf of the Employees. Being more substantially persuasive, we prefer them over those made by Counsel, Mrs. Roberts-Nicholas, on behalf of the Employer.

Declaration and Order

73. In the premises, having regard for the terms of the 2012 Letter of Understanding, we declare and order as follows:

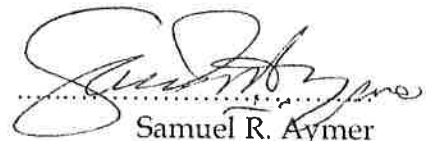
- (1) The Employer's practices of failing or refusing to effect "add-ons" across the board and the making of one-time lump-sum payments to Employees earning the maximum within their salary ranges are discriminatory and injurious practices contrary to the Antigua and Barbuda Labor Code and good industrial relations practices.
- (2) All the Employees are entitled to "add-ons" of all salary percentage increases agreed between the parties in the successive collective agreements subsequent to the 2001 Agreement.
- (3) All future negotiated percentage increases of salary must be applied as "add-ons" to the base-pay of all the Employees without regard for the attainment of the maximum salary within any range.
- (4) In instances where it failed or refused to do so previously, the Employer shall immediately effect all agreed percentage increases by way of "add-ons" across the board without regard for the "range maximums".
- (5) All adjusted salaries, inclusive of the "add-ons" shall be used as the bases for calculating future statutory, contractual and other contingent entitlements including bonuses, pensions, severance pay and other redundancy benefits.
- (6) In future instances when add-ons cause salary levels to exceed the preexisting "range maximums", then the maximums must be adjusted to fully reflect the agreed increases.

- (7) In all instances after the 2001 Agreement when a one-time bonus was paid, the Employer shall immediately meet all consequential short-falls in subsequent payments of salary, pension, severance, redundancy benefits and other pertinent entitlements.

Dated *09/10* February, 2018



Charlesworth O. D. Brown
President



Samuel R. Aymer
Member



Dr. Hayden Thomas
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