

**ARTICLE 65
PAY ADMINISTRATION**

65.02 An employee is entitled to be paid **bi-weekly period or bi-monthly, where applicable**, for services rendered at:

- a. the pay specified in Appendix A-1 for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment; or
- b. the pay specified in Appendix A-1 for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

Should the employer fail to pay the employee as prescribed in (a) or (b) above on the specified pay date, the employer shall, in addition to the pay, award the employee the Bank of Canada daily compounded interest rate until the entirety of the employee pay issues have been resolved.

The Employer shall also reimburse the employee for all interest charges or any other financial penalties or losses or administrative fees accrued as a result of improper pay calculations or deductions, or any contravention of a pay obligation defined in this collective agreement.

NEW – Deduction Rules for Overpayments

Where an employee, through no fault of his or her own, has been overpaid in excess of fifty dollars (\$50), the Employer is prohibited from making any unilateral or unauthorized deductions from an employee's pay and:

- a) no repayment shall begin until all the employee pay issues have been resolved;
- b) repayment shall be calculated using the net amount of overpayment;
- c) the repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);
- d) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.

NEW – Emergency Salary or Benefit Advances

On request, an employee shall be entitled to receive emergency salary, benefit advance and/or priority payment from the Employer when, due to no fault of the employee, the employee has been under paid as a result of improper pay calculations or deductions, or as a result of any contravention of any pay obligation defined in this agreement by the Employer. The emergency advance and/or priority payment shall be equivalent to the amount owed to the employee at the time of request and shall be distributed to the employee within two (2)

days of the request. The receipt of an advance shall not place the employee in an overpayment situation. The employee shall be entitled to receive emergency advances as required until the entirety of the pay issue has been resolved.

No repayment shall begin until the all the employee pay issues have been resolved and:

- a) repayment schedule shall not exceed ten percent (10%) of the employee's net pay each pay period until the entire amount is recovered. An employee may opt into a repayment schedule above ten percent (10%);
- b) in determining the repayment schedule, the employer shall take into consideration any admission of hardship created by the repayment schedule on the employee.

NEW – Accountant and Financial Management Counselling

The Employer shall reimburse an employee all fees associated with the use of accounting and/or financial management services by an employee if the use of these services is required as a result of improper pay calculations and disbursements made by the Employer.