

COLLECTIVE AGREEMENT

Between

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA
(the “Employer”)**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1004
(the “Union”)**

August 1st, 2019 to July 31st, 2022

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COLLECTIVE AGREEMENT

Between
Faculty Association of the College of New Caledonia
(the “Employer”)

And
Canadian Union of Public Employees, Local 1004
(the “Union”)

Article 1 - RECOGNITION

- 1.1 The Employer recognizes the Canadian Union of Public Employees and its Local 1004 as the sole collective bargaining agent for all Employees of the Employer except the President and an elected representative functioning in accordance with Article 2.3.
- 1.2 Within the Collective Agreement, “President” means President of Association, or another person designated by the Association.

Article 2 - DUES CHECK-OFF AND UNION SECURITY

- 2.1 All Employees shall, as a condition of employment, acquire and maintain Union membership, and all Employees shall pay monthly dues to CUPE Local 1004. Such payment will be made by payroll deduction in accordance with the provision of Section 16 of the *Labour Relations Code*.
- 2.2 The Employer shall forward the collected dues by cheque to the Secretary-Treasurer of the Union within one (1) month of such deduction.
- 2.3 No work regularly performed by Administrative Assistants or Clerical Assistants in the bargaining unit shall be contracted out or be performed by anyone other than an Administrative Assistant or Clerical Assistant. Persons not covered by the Agreement shall not perform work that is normally performed by Employees covered by this Agreement, except:
 - (1) in the case of emergency,
 - (2) work that has traditionally been performed by members of FACNC with regard to strikes, Association committees, and internal and external Association political activities, or
 - (3) any work traditionally done by the Association Officers, provided that such work does not result in the layoff of bargaining unit members.

Article 3 - PICKET LINES

- 3.1 Employees shall not be required to cross picket lines or to perform strike work.

Article 4 - UNION BUSINESS

- 4.1 Union members shall be allowed reasonable time during working hours without loss of pay for the purposes of attending meetings with CUPE Local 1004 representatives and/or processing grievances, and meeting with the Employer with respect to negotiation of a Collective Agreement, administration of the Collective Agreement, and other collective bargaining matters.
- 4.2 A Union member may request leave of absence without pay for purposes relating to Union activities. Such leave shall not be unreasonably withheld.
- 4.3 The Employer agrees that any officer of the Union who is on leave of absence for the purpose of performing his/her duties as an officer of the Union or any affiliated body shall not lose seniority in the service of the Employer and shall continue to accumulate seniority and vacation entitlement while performing such duties. Paid vacation taken for the year in which the leave of absence is taken will be prorated by the ratio of days actually worked divided by the days the participant would have worked but for the leave of absence. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to his/her former position.
- 4.4 With respect to any leave of absence granted without pay, the Employer shall maintain the Employee's salary and benefits for the period of the leave of absence, and shall invoice the Union for the cost of salary and benefits. The Union shall reimburse the Employer within sixty (60) days for the cost of salary and benefits assigned to the leave. Where the leave of absence is for a duration of five (5) or fewer continuous days, the Employer shall bill the Union for wages only.

Article 5 - OTHER EMPLOYEE RIGHTS

- 5.1 There shall be no discrimination for any reason.

5.2 Sexual and Personal Harassment

5.2.1 Sexual Harassment

All Employees have the right to work in an environment free from sexual and personal harassment. For the purposes of this clause and without limiting the foregoing, sexual harassment includes:

- (1) Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted, or
- (2) Unwanted physical contact such as touching, patting, pinching or punching, or

- (3) Implied or expressed promise of reward for complying with a sexually oriented request, or
- (4) Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or
- (5) The inappropriate display of sexually oriented literature, pornographic or offensive material, or
- (6) Remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

5.2.2 Personal Harassment

For the purposes of this Article and without limiting the foregoing, personal harassment includes:

- (1) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching and punching, or
- (2) Unwelcome behaviour or comment that is directed at or offensive to any Employee that demeans, belittles, causes personal humiliation or embarrassment to the Employee, or any Employees, or
- (3) Implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to an Employee's assigned duties, or
- (4) The improper use of power and authority inherent in the position held, so as to endanger an Employee's position, threaten the economic livelihood of the Employee, or in any way interfere with or influence the career of such an Employee.

5.2.3 Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

- (1) Where a person who is the subject of the complaint is the Employer representative at any stage of the grievance procedure then the Union may bypass that stage of the procedure or present the grievance to another appropriate Employer representative.
- (2) Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint.
- (3) An arbitrator in the determination of a complaint of harassment shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

- (4) Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the Employee who is the subject of the complaint.
 - (5) An arbitrator has the authority to fashion a settlement which can include instructions designed to accommodate the needs of the complainant. Where such action causes detriment, the detriment shall fall upon the harasser and not other bargaining unit Employees.
 - (6) No information relating to the grievor or alleged harasser's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 5.2.4 Employees against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know what allegations have been made against them, and shall have the right to Union representation at all meetings, interviews, and hearings where the Employee's presence is requested.
- 5.2.5 Complainants have the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.
- 5.2.6 Time limits shall be waived for filing grievances under this Article; however, grievances filed beyond six (6) months after the last incident may be denied on the ground of unreasonable delay. The Employer assumes the burden of proof of unreasonable delay.
- 5.2.7 If the complainant chooses to file a simultaneous complaint with the Human Rights Council, the grievance procedure shall be exhausted before the Human Rights complaint proceeds to hearing. However, a grievance cannot be denied solely on the grounds that the complaint has been lodged with the Human rights Council and the Council chooses to act on the complaint.
- 5.3 Notwithstanding any other provision of this Agreement, or any provisions of the *Employment Standards Act*, the benefits set out in the *Employment Standards Act* shall be deemed to be the minimum standards of employment under this Agreement, and will apply except where a provision more beneficial to the Employees is set out in this Agreement.

Article 6 - EMPLOYER RIGHTS

- 6.1 Except as this Agreement otherwise specifies and subject to the job descriptions appended to this Agreement, the Employer retains the right to assign duties and to manage and direct Employees, provided such rights are exercised fairly and reasonably.

Article 7 - GRIEVANCE AND ARBITRATION

- 7.1 All grievances concerning the operation or application of this Agreement will first be discussed

with the President. If no agreement is reached, the grievor may submit the grievance in writing, a and the president will give a formal written response. If the grievance is not resolved, the grievor may submit the grievance in writing to the Association Executive, and the Executive will give a formal written response. A grievance must be filed in writing within twenty (20) working days of the alleged violation of the Agreement.

- 7.2 If a grievance is not resolved satisfactorily, it may be referred to a single arbitrator, who will be selected on a rotating basis from the following list:
Shona Moore
Wayne Moore
Margeurite Jackson
- 7.3 The arbitrator will hear the dispute within thirty (30) days of being appointed and will render a decision as soon as possible thereafter. The arbitrator's decision will be binding on both parties.
- 7.4 The arbitrator has jurisdiction to hear and determine the real issue in dispute and to decide the matter in accordance with law and equity, to extend time limits, and to relieve against technical irregularities.
- 7.5 The arbitrator's fees and expenses will be shared by the parties, the Employer paying fifty (50%) percent and the Union paying fifty (50%) percent. The Union and the Employer are each responsible for their own costs of representation.

Article 8 - APPOINTMENT OF EMPLOYEES

8.1 Definition of Employees

8.1.1 Regular Full-Time

A Regular Full-Time Employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 1.1 of this Agreement and who has completed the probationary period.

8.1.2 Regular Part-Time

A Regular Part-Time Employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 1.1 and who has completed the probationary period. Regular Part-Time Employees shall be covered by all conditions of the Agreement, except as follows:

- (1) Part-Time Employees on sick leave shall receive a prorated salary based on the number of hours normally worked in a week for up to thirty (30) working days as per Clause 23.1, after which time they shall receive salary continuance benefits, pursuant to Article 20.4.
- (2) Vacation entitlement for Part-Time Employees shall be provided in Article 17.1 based on the anniversary date of hire. Part-Time Employees shall receive prorated

- vacation pay based on the number of hours normally worked in a week.
- (3) Benefits, and other leaves for Part-Time Employees shall be prorated to provide the normal level of income for the contractual period, calculated in weeks.
 - (4) Paid holidays on which a Part-Time Employee is not scheduled to work shall be prorated based on the number of hours worked in the four (4) week period immediately preceding the statutory holiday.

8.1.3 Temporary

- (1) A Temporary Employee is one so informed by the Employer at the start of employment.
- (2) A Temporary Employee may only be hired to replace a Regular Employee on paid or unpaid leave pursuant to the terms of the Collective Agreement.

8.1.4 Casual

Casual Employees shall be those Employees hired for extra or relief work for periods of up to one (1) month. Such Employees shall be paid at the salary rates provided in this Agreement plus seventeen (17%) percent in lieu of benefits, inclusive of vacation and statutory holidays. An extension of the time period may be arranged by mutual agreement between the parties.

8.2 Appointment of Employees

- 8.2.1 The appointment of Employees shall indicate whether the appointment is Regular, Temporary or Casual and whether the appointment is Full-Time or Part-Time.
- 8.2.2 The appointment of Employees shall be within one of the classifications of Administrative Assistant or Clerical Assistant.
- 8.2.3 A Temporary Employee shall not attain Regular status during the period of his/her temporary appointment.
- 8.2.4 In accordance with Clause 8.1.4, the Employer may also hire Casual Employees to replace Regular Employees who are absent or on leave under the provisions of this Agreement.

8.3 Probation - Regular Employees

- 8.3.1 Every new Regular Employee shall be on probation for the first six (6) months of employment.
- 8.3.2 The Employer shall appraise new Regular Employees during their probationary periods. If no appraisal is carried out, an Employee's performance shall be deemed to be satisfactory.

8.3.3 Upon the successful completion of the probationary period, an Employee shall become a Regular Employee and shall be placed on the seniority list in order of their date of appointment.

8.3.4 In the event that a Regular Employee's appointment is not confirmed at the end of the probationary period, the Employer shall give the Employee at least two (2) weeks notice (or pay in lieu of notice) of the termination.

8.4 Probation - Temporary and Casual Employees

8.4.1 There shall be no probation period for Temporary or Casual Employees.

8.4.2 In the event that a Temporary Employee becomes Regular, the time worked as a Temporary Employee for any continuous period of four (4) months or more with a satisfactory appraisal shall be considered as part or all of the probationary period.

Article 9 - NEW CLASSIFICATIONS

9.1 Should a new classification be created during the life of this Collective Agreement, in addition to those positions described in the job descriptions appended to this Agreement, the parties will negotiate a rate of pay and other terms relevant to that position. In the event the parties cannot agree, these matters may be referred to arbitration as provided in Article 7. Such new terms will be effective from the first day of the new classification.

Article 10 - EMPLOYEE APPRAISALS

10.1 The Employer may conduct formal appraisals of a Regular Employee's performance. The procedures for such appraisal shall be worked out in consultation with the Employee and the Union.

10.2 The Employer shall conduct formal appraisals of every Temporary Employee upon the completion of their appointment. The appraisal should follow closely the criteria for formal appraisal for Regular Employees.

Article 11 - JOB VACANCIES AND OTHER APPOINTMENTS

11.1 Job Vacancies: When a job vacancy occurs, the job shall be posted for five (5) working days. First consideration shall be given to the existing Regular Employees, then to Temporary Employees, then to new hires.

11.2 In making promotions, transfers, and demotions, the Employer shall award the position to the most senior Regular Employee applicant.

11.3 In filling vacant positions, the Employer shall award the position to the senior qualified Regular Employee applicant.

- 11.4 In filling vacant positions where there are no Regular Employee applicants for the position, the Employer shall award the position to the qualified Temporary Employee applicant who has exhibited satisfactory performance, and with the greatest total accumulated service.
- 11.5 Qualifications for a new or vacant position and the determination of whether or not the Employee is qualified for the position shall be determined by the Employer in consultation with the Union.

Article 12 - SENIORITY, LAYOFF AND RECALL

- 12.1 Seniority for a Regular Employee is defined as the length of the Employee's continuous employment (Full or Part-Time) from the date of commencement of Regular employment, plus time worked as a Casual or Temporary Employee.
- 12.2 During all leaves of absence from work, a Regular Employee's seniority shall continue to accrue.
- 12.3 Order of Layoffs
- 12.3.1 Casual and Temporary Employees will be laid off first in reverse order of hire before any Regular Employees.
- 12.3.2 Regular Employees: Layoffs shall occur in reverse order of seniority within the appropriate seniority unit, subject to the ability of the remaining Regular Employee(s) to perform the work available. Disputes on the issue of such ability may be referred directly to arbitration. The seniority placement of each Regular Employee is given in Appendix A.
- 12.4 Regular Employees with over three (3) years service shall receive at least twelve (12) weeks notice of layoff, or pay in lieu of notice. Other Employees shall receive at least four (4) weeks notice of layoff or pay in lieu of such notice.
- 12.5 For a period of two (2) years following the date of layoff, laid-off Regular Employees shall have the right of recall to any position for which they are qualified except where the Employer, in consultation with the Union, determines that the Employee does not have the capabilities and qualifications to perform the work. Recall will be in the order of seniority.
- 12.6 Temporary and Casual Employees - Right of Recall
- 12.6.1 For a period of two (2) years following the end of their employment term, Temporary Employees shall have the right of recall on a "last off, first on" basis to fill any Temporary or Casual position for which they are qualified, subject to
- 12.5. A Casual position shall count as time worked for a Temporary Employee.
- 12.6.2 If a vacancy for a Regular position occurs, the most qualified Temporary Employee applicant shall be afforded preferential consideration for the position in accordance with Article 11.1 above.

12.7 The Employer shall lay off Employees only for lack of work, or shortage of funds.

12.8 Severance: Upon lay off, a Regular Employee shall receive severance pay of one (1) month's salary for each year of service to a maximum of six (6) months.

12.9 Continuation of Benefits on Lay-Off

In the event of a lay-off, the Employer agrees to pay the premiums for the Employee Benefit Plans for a period of up to two (2) months. After that period, Employees so affected will be given the right to continue this coverage through direct payment until such time as their recall rights expire, or the insurance carrier no longer permits continuation of coverage, whichever occurs first.

The Employee must pay their share of the cost of the premiums to the Employer prior to the date that the Employer makes premium payments to the insurance carrier.

Article 13 - DISCIPLINE

13.1 The Employer shall not dismiss, suspend, demote, or discipline an Employee bound by the Collective Agreement except for just and reasonable cause. In case of a dismissal, suspension, demotion, or reprimand, the Employer shall give written notification of and reasons for the action taken.

13.2 An Employee shall have the right to have a Union representative present at any discussion with supervisory personnel which could form the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall notify the Employee in advance of the purpose of the interview.

13.3 The record of an Employee shall not be used against him/her at any time twelve (12) months following disciplinary action, provided there have been no further infractions of a similar nature during the twelve (12) month period. After the twelve (12) months has expired, and upon request of the Employee, the Employer shall remove and destroy all written letters of reprimand and correspondence regarding those reprimands and all adverse reports from an Employee's personnel record.

Article 14 - HOURS OF WORK, OVERTIME AND LEAVES

14.1 The hours of work for Regular Full-Time Administrative Assistants and Clerical Assistants shall be thirty-five (35) hours per week Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m.

The hours of work for Regular Part-Time Administrative Assistants shall be twenty (20) hours per week Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m.

14.2 (1) For the purpose of computing overtime all time worked after seven (7) hours per day or thirty-five (35) hours per week shall be considered as overtime and paid at the rate of one hundred fifty (150%) percent of the Employee's hourly rate for the first two (2) hours and at a rate of two hundred (200%) percent of the Employee's hourly rate for all time worked beyond two (2) hours.

- (2) All time worked on Saturdays shall be considered as overtime and paid at the rate of one hundred and fifty (150%) percent of the Employee's hourly rate.

All time worked on Sundays, or on a Statutory Holiday as described in Article 18, or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the Employee's hourly rate.

- (3) Overtime may be banked at the Employee's discretion at the rates described in (a) and (b) above and taken as time off in lieu at a mutually agreeable time between the Employee and Employer.
- (4) All time worked beyond four (4) hours per day for Regular Part-Time Employees, up to a maximum of seven (7) hours worked, at the Employee's option, may be banked at straight time or paid at straight time.
- (5) Overtime must be authorized in advance by the Employer and shall be considered voluntary, and such, Employees have the right to refuse overtime.

14.3 Paid breaks during working hours shall be as follows:

- * One (1) paid fifteen (15) minute break at the completion of each two (2) hours worked.
- * One (1) unpaid meal break of one (1) hour at completion of four (4) hours.

Article 15 - SALARIES

15.1 The hourly rates shall be as follows:

15.1.1 Administrative Assistant:

	EFFECTIVE		
	Aug. 1st, 2019 +2%	Aug. 1st, 2020 +2%	Aug. 1st, 2021 +3%
At Start	\$32.94	\$33.59	\$34.60
After one (1) Year	\$33.61	\$34.28	\$35.31
After two (2) years	\$35.15	\$35.85	\$36.93

15.1.2 Clerical Assistant:

	EFFECTIVE		
	Aug. 1st, 2019 +2%	Aug. 1st, 2020 +2%	Aug. 1st, 2021 +3%
At Start	\$29.35	\$29.94	\$30.84
After six (6) months	\$29.78	\$30.38	\$31.29
After two (2) years	\$30.22	\$30.82	\$31.74

Article 16 - TEMPORARY UPGRADING

- 16.1 Employees who are required to perform duties normally performed by a higher classification shall have their pay adjusted to that of the higher classification while performing such duties. Such will be calculated in addition to any other premiums which may be payable.

Article 17 - ANNUAL VACATION

- 17.1 Support Staff Employees shall receive vacation as follows:

In the first full year of service	15 working days
In the second full year of service	15 working days
In the third full year of service	15 working days
In the fourth full year of service	20 working days
In the fifth full year of service	20 working days
In the sixth full year of service	25 working days
Subsequent to the sixth full year of service	25 working days plus one additional day per full year of service to a maximum of 40 working days

- 17.2 For partial years of service, vacation shall be prorated on the basis of the entitlement for the current year.
- 17.3 Vacation entitlement is accrued in each anniversary year. An anniversary year is the year beginning with the date first hired to the day prior to one year from that date for the first anniversary and from the anniversary date to each day prior to the next anniversary date for each subsequent year.

Annual vacation is taken within the year in which it is accrued and shall be deducted from the total entitlement for that year. With the Employer's approval, up to twenty (20%) percent of year's vacation entitlement may be carried over to the following year.

17.4 Vacation Approval and Scheduling

17.4.1 Vacation shall be taken at a time approved by the Employer; such approval shall not be unreasonably withheld and shall reasonably accommodate the choice of the Employee. In scheduling the vacations of Employees, the Employer shall make reasonable effort to arrive at an equitable arrangement of vacation schedules for all Employees.

17.4.2 Changes to an Employee's approved vacation may occur only with the mutual consent of the Employer and the Employee.

Article 18 - PAID HOLIDAYS

18.1 Employees will receive the following statutory holidays off with pay:

- | | |
|--------------------------|----------------------|
| (1) New Year's Day | (8) Labour Day |
| (2) Heritage Day | (9) Thanksgiving Day |
| (3) Good Friday | (10) Remembrance Day |
| (4) Easter Monday | (11) Christmas Day |
| (5) Victoria Day | (12) Boxing Day |
| (6) Canada Day | |
| (7) British Columbia Day | |

Employees will also receive any other day declared a holiday by the Federal, Provincial, or Municipal Governments.

18.2 When a holiday referred to in 18.1 falls in an Employee's vacation period or on a weekend, the Employee will be given an additional day off with pay.

18.3 Employees shall receive time off with pay on the working days between Boxing Day and New Year's Day.

Article 19 - PROFESSIONAL DEVELOPMENT/STAFF TRAINING

19.1 Regular Full-Time Employees

An Administrative Assistant on a Regular Full-Time appointment shall be eligible for up to three (3) working days for professional development and training activities.

19.2 Regular Part-Time Employees

Professional development entitlement for Regular Part-Time Employees will be prorated in accordance with the Employee's appointment category and the entitlements of Article 19.1.

19.3 Professional development entitlement do not apply to Temporary or Casual Employees.

19.4 Professional development or staff training days not used in one (1) year shall not carry forward to the following year.

19.5 Staff Training

19.5.1 Where the Employer designates education or training as job required or Employer initiated, the Employer shall pay the fees and reasonable expenses for the Employee to participate in the activity. Such designation shall take place after consultation with the Employee. Employees who disagree with the Employer's designation of the activity as training, or as not required for the performance of their duties, shall have the right to grieve that decision in accordance with the provisions of Article 7 (grievance procedure).

19.5.2 Attendance at such activities shall be treated as time worked by the Employee.

19.6 Professional Development

19.6.1 Professional development and training activities are defined as those activities which enhance Employees abilities to perform their duties or those activities which enhance Employees career development through self-directed and self-initiated activities.

19.6.2 The Professional Development Committee shall consist of one (1) Employer representative (President or designate) and two (2) Union representatives (as appointed by the Union).

19.6.3 The Committee shall meet by October 1st each year.

19.6.4 The Committee shall maintain a record of funds and proceedings.

19.6.5 The Committee shall report expenditures by March 31st of each calendar year.

19.6.6 The Committee shall receive applications; such applications to include:

- ★ Name of event, training, conference, or other similar activity
- ★ Location
- ★ Dated
- ★ Rationale
- ★ Amount applied for, itemizing
- ★ Fees
- ★ Accommodation
- ★ Transportation/Mileage
- ★ Meals
- ★ Texts or Course Materials
- ★ Miscellaneous Costs

- 19.6.7 The Committee shall make recommendations to the President. The President shall provide a response within three (3) weeks of application. The President shall not unreasonably withhold approval.
- 19.6.8 Where an activity requires that an applicant be absent from duties, the Committee shall obtain the approval of the President. The President shall not unreasonably deny approval.
- 19.6.9 Employees with approved applications shall provide a report of all expenditures of the activity, including receipts, and a summary of the activities undertaken within a month of the conclusion of the Professional development activity.
- 19.6.10 In any year:
- (1) Each Regular Employee is guaranteed a minimum allocation of approved PD funds as follows:

\$300.00 per Regular Employee
 - (2) An Employee may carry forward his/her unused minimum allocation from year to year, but such accumulated funds shall not be paid upon the Employee's termination, resignation, layoff, retirement, or death.
- 19.6.11 All PD expenditures under this Article must be authorized by the Committee.
- 19.6.12 The Employer shall implement Clause 19.6.10 by allocating on March 31st each year the amount specified in 19.6.10 (a) and shall continue to do so on each following March 31st each year.

Article 20 - BENEFITS AND PENSIONS

- 20.1 The Employer will provide each Employee access to the following benefit plans: Medical, Extended Health, Dental, Group Life Insurance and Accidental Death and Dismemberment Insurance, and Long Term Disability. The Employee's participation in all but the Long Term Disability plan is optional; participation in the Long Term Disability plan is required.
- 20.2 The Employer will pay one hundred (100%) percent of the premiums for the Medical, Extended Health, Dental, Long Term Disability, Group Life Insurance and Accidental Death and Dismemberment Insurance Plans.
- 20.3 **Pension Plan**
- 20.3.1 All new Employees shall, as a condition of employment, enroll into an approved Pension Plan as outlined in Appendix D upon commencement of employment.
 - 20.3.2 The Employer shall continue to pay each year, in quarterly installments, an amount equal to eight (8%) percent of the Employee's gross annual salary into the Group

Registered Retirement Savings Plan for any Employee who does not qualify for Superannuation under the Municipal Superannuation Plan. Any Employee on whose behalf the Employer makes contributions to the Group Registered Retirement Savings Plan shall not be eligible for participation in the Municipal Superannuation Plan.

20.3.3 A new Employee shall, for the purposes of enrollment into the approved Pension Plan only, have his/her probation waived.

20.3.4 Upon retirement of an Employee, the Employer will continue the coverage and continue to pay its share of premiums for MSP, EHB, and the Dental Plan for the month in which the retirement occurred and for one (1) calendar month thereafter.

20.4 The Employer shall provide a short term income protection policy (weekly indemnity benefit) insuring seventy (70%) percent of an Employee's regular salary, in the event of illness or accident, to cover the period from the 31st working day of an incapacity to the six (6) month anniversary of the illness or accident. The Employer will pay one hundred (100%) percent of the premiums for such insurance.

20.5 The benefits provided for in this Article shall not fall below the level in existence at the date of signing as described in Appendix C save and except as they are reduced or altered through circumstances beyond the control of the Employer.

20.6 Medical Travel Fund

20.6.1 The Employer shall provide a Medical Travel Fund to assist its Employees in defraying the cost of travel to another location to access specialized medical treatment for Employees or dependants.

20.6.2 The Medical referral must be ordered by a physician, whose opinion is that adequate medical treatment is not available locally, to a specialist that is a physician, whose specialized services and treatments routinely performed are those that general practitioners do not perform.

The Medical Travel Fund shall be established with \$3,000.00 for the year beginning March 31st each year. Employees can access the fund to an annual maximum of \$3,000.00. The fund will be re-established each year on March 31st to a maximum of \$3,000.00.

The Parties agree that where necessary, and at the request of an attending physician, that transportation and accommodation of an attendant to accompany the employee be covered under this fund.

Either the Union or employer can serve notification to renew or terminate this agreement following the expiration of the collective agreement.

- 20.6.3 The Fund may be accessed by the Employees to cover expenses relating to travel (by scheduled air, rail, bus, automobile, taxi, and/or ferry), accommodation, and meals (with mileage rates and per diem rates as set out in the Collective Agreement, Articles 21.6 and 22).
- 20.6.4 In order to access the Fund, the Employee must submit original receipts or photocopies of receipts, and a claim form; provide explanation and proof to support the claim, and the attending physician's statement that the referral to the location where treatment was received was medically necessary.
- 20.6.5 The Employer, specifically the President of the Faculty Association of CNC, must approve any expenditure from the Fund. Such approval will not be unreasonably withheld.
- 20.6.6 The Fund may carry forward from year to year, but such accumulated funds shall not be paid upon the Employee's termination, resignation, layoff, retirement, or death.
- 20.6.7 No benefit shall be payable for charges which are considered an insured service of any Provincial Government Plan or under the Extended Health Plan, or any other charges not included in the list of eligible expenses in 20.6.4 above.

20.7 Laser Eye Surgery

In the interest of complementing a member's vision care, members may elect to use future subsequent entitlement for vision care towards Laser Eye Surgery (for a maximum total of \$2000). It is understood that this is a one time lifetime option. The Laser Eye Surgery options may contain future claims for eye glasses.

Article 21- EXPENSES

- 21.1 Work and travel expense policies adopted by the Employer for its members shall be applied to all Employees under this Agreement, provided they are consistent with this Agreement. An Employee will be reimbursed for any reasonable expense incurred while engaged in the business of the Employer.
- 21.2 Expense rates shall be amended in accordance with any increases in the Employer's expense rates for its members during the terms of this Agreement. The expense rate for Employees during this term of the Agreement shall not fall below those rates in effect at the time the Agreement is signed.
- 21.3 Receipts are required for all expenses.
- 21.4 Additional expenses shall not be reimbursed unless they are authorized in advance by the President.

21.5 In-Town Expenses

Employees who are on the Employer's business while away from the Association office, or who are requested to work outside regularly scheduled working hours shall be reimbursed for expenses. The Employer will reimburse an Employee who is required to work after his/her regularly scheduled hours of work for taxi fare.

21.6 Overtime Meal Allowance

The Employer will reimburse Employees who are required to work two (2) or more hours beyond the regularly scheduled full-time hours of work for a meal at the rate of: breakfast - \$15.00, lunch - \$25.00, dinner - \$34.00.

21.7 Child Care Expenses

Article 21.6 notwithstanding, Employees required to work outside normal hours or traveling out of town on Employer business shall be reimbursed for child care. Childcare expenses shall be reimbursed at the current British Columbia Provincial Minimum Wage or the actual cost of childcare, whichever is greater. Claims in excess of \$100 per day (per 24 hour period) must be pre-approved by the Secretary-Treasurer.

Article 22 - AUTOMOBILE TRANSPORTATION

22.1 Employees required to use their personal vehicle in the performance of their duties shall be provided with the following:

22.1.1 Fifty-five (55¢) cents or the compensation received by FACNC per kilometer traveled.

22.2 The Employer shall provide reasonable parking to all Employees who apply. Application must be made within twenty-five (25) working days of when parking is to commence. The Employer shall pay the fees for parking provided.

Article 23 - SICK LEAVE

23.1 Full-Time Employees shall be credited with two (2) days of sick leave per month to a maximum of sixty (60) days. Part-Time Employees will be credited sick leave on a prorated basis. When the Employee is on an approved leave with pay, the accumulation of sick leave shall continue. All absences on account of illness or injury shall be charged against an Employee's sick leave credits until such time the Employee's short term income protection or long term disability program begins to provide coverage.

In the event a Regular Employee suffers a serious illness, the Employee may borrow against future earned sick leave for up to thirty (30) days after which time they shall receive salary continuance benefits. The borrowed leave entitlement shall be up to fifteen (15) working days in the first year of employment and up to thirty (30) working days in the second and subsequent years of employment.

In the event a Temporary Employee suffers a serious illness, the Employee may borrow against future earned sick leave for up to the maximum entitlement possible based on the term of the Employee's temporary appointment.

- 23.2 An Employee absent from work on account of illness shall continue to receive his/her full salary and benefits for up to thirty (30) working days for each illness using sick leave entitlement or borrowed sick leave entitlement. Following five (5) working days of absence, an Employee may, at the Employer's discretion and cost, be required to provide a certificate from a medical practitioner.
- 23.3 Salary continuance days will be substituted for vacation time where an Employee can demonstrate that he or she was ill during scheduled vacation time.
- 23.4 Where an Employee suffers from a disease or illness or incurs personal injury (which disease, illness, or injury is hereinafter called the "disability") and the Employee is entitled to time loss compensation therefore under the *Workers' Compensation Act*, he/she shall not be entitled to receive salary continuance (see Article 23.1) for time lost by reason of any such disability.

Up to a maximum period of one (1) year, all monies received by an Employee by way of compensation for loss of wages under the said Act shall be paid to the Employer. In return for such payment and up to a maximum period of one (1) year, the Employer shall pay the Employee the amount of his/her salary (up to the maximum reference salary specified in the W.C.B. regulations) to which he/she would have been entitled but for the disability.

- 23.5 In the case of illness of a member of the immediate family of an Employee, when no one at home other than the Employee can provide for the needs of the ill person, the Employee is entitled to use sick leave entitlement for this purpose up to a maximum of ten (10) working days per year.
- 23.6 All Casual Employees shall receive one (1%) percent of gross pay in lieu of sick leave benefit entitlement under Article 23 of this Collective Agreement.

Article 24 - PREGNANCY/PARENTAL LEAVE

- 24.1 An Employee is entitled to leave for up to one (1) year in connection with the birth or adoption of a child, during which time seniority shall continue to accrue. Subject to Article 24.2, this leave will be unpaid.
- 24.2 Upon the birth or adoption of a child to an Employee or to an Employee's spouse or spouse equivalent, the Employee will be entitled to the equivalent of twelve (12) weeks pay or equivalent provision in compliance with the requirements of the E.I. Sub Plan, which will be apportioned over all or part of the period which the Employee is actually off work pursuant to Article 24.1. This provision may be used to supplement E.I. maternity benefits in accordance with the E.I. Act.
- 24.3 In accordance with the preceding and for the duration of the pregnancy/parental leave, the Employer shall make its normal premium payments for those of the following benefits plans in

which the Employee actually participates: Medical, Extended Health, Dental, Life and A.D. & D. Insurance, Municipal Superannuation Plan and Employer funded RRSP. Vacation and Sick Leave benefits will accrue for the duration of the pregnancy/parental leave.

- 24.4 An Employee on pregnancy/parental leave shall return to his/her former position or to a position of equal ranks and salary.

Article 25 - POLITICAL LEAVE

- 25.1 The parties recognize that employees are politically active and involved. The parties agree that such activism is consistent with FPSE's overall goals and policies. To this end, the parties further agree to make all reasonable accommodation in support of the employee's political activities. If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided to take part in the election campaign. During the period of leave provided for the election campaign, the Employer will maintain, at the written request of the employee, all health and welfare and statutory benefits. The Employee shall reimburse the Employer for the cost of the benefits maintained.

If elected to full-time office, leave of absence shall be provided for the term of the office. Leave under this Article shall be limited to one (1) term of office. The Employee shall give the Employer two (2) months written notice prior to resuming his/her position with the Employer. Written notice of taking political leave of absence shall be given by the Employee at least one (1) month prior to the commencement of the leave.

Article 26 - OTHER LEAVES

26.1 Compassionate

An Employee is entitled to five (5) days paid leave in the event of serious illness or the death of a spouse, common-law spouse, parent, child, sibling, mother-in-law, father-in-law, son-in-law,

daughter-in-law, grandchild or grandparent, or any other person with the approval of the Employer. Additional leave with pay may be granted by the Employer or with the Employer's approval, this leave may be extended by using vacation days, and/or up to one (1) month's leave of absence without pay.

26.2 Leave Without Pay

All Regular Employees, after two (2) years from their date of hire as a Regular Employee, may apply for and receive up to one (1) year leave of absence without pay. Approval for such leave must be obtained from the Employer in writing and shall not be unreasonably withheld. Unless the Employer and the Employee mutually agree otherwise, upon completing such a leave of absence without pay, the Employee shall return to their former position for at least another two (2) years before becoming eligible for another leave of absence without pay under this Article.

- 26.3 Unpaid leave of absence not otherwise provided for in this Agreement may be granted at the discretion of the Employer.

26.4 Jury Duty

An Employee is entitled to paid leave as required in the event that the Employee is summoned as a juror or witness in any court or tribunal empowered by law to compel attendance of witnesses. The Employee shall remit to the Employer all monies paid to his/her by the court, except for the traveling and meal allowances not reimbursed by the Employer.

26.5 Medical Appointments

A Full-Time Employee shall receive time off with pay in the event of doctor and dentist appointments which cannot reasonably be made outside normal working hours. Such time off must have prior approval of the Employer. Such approval shall not be unreasonably withheld.

26.6 Special Leave

An Employee may be granted a special leave of absence without pay to assist an Employee in coping with domestic contingencies or unforeseen emergencies that affect the Employee or the Employee's immediate family. This special leave may be granted, in addition to any other leave entitlement, for, but not limited to such domestic contingencies as illness in the immediate family, births, care of elderly members of immediate family, moving, marriage of an Employee. Such special leave shall not be unreasonably withheld.

The Employer agrees to pay the premiums for the Employee Benefit Plans for the duration of the special leave.

26.7 Compassionate Care

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a. The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight weeks and the premium payment shall be on the same basis as if the employee were not on leave.
- b. Where an employee elects to buy back pensionable service for all or part of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.
- c. Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d. An employee who returns to work following a leave granted under this provision shall be placed in the position held prior to the leave or in a comparable position.

26.8 Additional Leaves

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified in 26.7 above. Such additional leave shall be pursuant to Article 26 – Other Leaves.

Article 27 – VIOLENCE

- 27.1 The employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree once there is verification confirmed by a written note by a recognized professional (i.e. doctor, lawyer, registered counselor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay not to exceed 30 calendar days.**

Article 28 - GENERAL

- 27.1 Smoking is not permitted inside the Association office.**
- 27.2 All typewritten and/or word processed work in the office of the Employer shall bear the CUPE Local 1004 Union label if such work is performed by a member of the Union.**

Article 29 - INFORMATION TO THE UNION

- (1) The Employer shall inform the Union in writing of the terms of employment and salaries of all Employees at the time of hire.**
- (2) The Employer shall not propose any terms and conditions of employment for any individual Employee that are in any way at variance with the Collective Agreement without the prior written consent of the Union.**

Article 30 - TERM OF AGREEMENT

- 29.1 This Agreement shall be in full force and effect from August 1, 2019 to July 31, 2022, both dates inclusive, and shall continue from year to year unless written notice is given by either party of their intent to negotiate changes within the four (4) month period preceding the expiry date of the Agreement. During the period of negotiation, the Agreement shall remain in full force and effect. Subsections (2) and 3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the Collective Agreement.**

FOR THE EMPLOYER

FOR THE UNION

Date

FEB 11 / 2020

APPENDIX A

SENIORITY LIST

Administrative Assistants

Date of Initial Appointment

Judy Croin

May 3, 2010

Clerical Assistants

APPENDIX B

JOB DESCRIPTION

ADMINISTRATIVE ASSISTANT

1. **Typing/Word Processing**

Word Processing including correspondence, memos, agenda, minutes, reports, news releases, and background materials for meetings, workshops and conventions from a variety of sources. Send and receive electronic mail.

Desktop Publishing the Faculty newsletter, Asterisk on a monthly basis and/or as directed by the Editor and Executive.

Assists the bargaining team during negotiations with word processing needed in the preparation of the bargaining proposal(s), transcribing of negotiating sessions as needed, and the maintenance of the Collective Agreement document.

Assists Officers and Standing Committees of the Faculty Association with word processing, notices, etc, as needed.

Annual preparation of, updates to, and maintenance of the Faculty Member Handbook.

Maintains appropriate forms for use in the efficient day to day operations of the office.

2. **Financial**

Subject to the supervision of the President and the Treasurer, handles the day to day financial matters of the Association, including all record keeping and payroll, prepares financial statements and reports, receipt of dues and accounts receivable, accounts payable, enters and verifies journal entries, bank reconciliation's, and liaises with the auditor.

Assists in the budget making process and in the preparation of the budget for approval.

Maintains a petty cash system and verifies funds going in and out.

Ensures bills are paid on time.

3. **Copying**

Copies material for distribution or as otherwise required.

Copies and collates Faculty Handbook sections for distribution.

4. Filing

Files materials and maintains an up to date filing system.

Maintains master/historical files.

Prepares the Annual Report with Registrar of Companies, Annual Union Report with Statistics Canada, and other reports as required.

5. Travel and Accommodation Arrangements

Makes travel and accommodation arrangements for FACNC and FPSE Committee representatives, as required.

6. Reception

Has the primary responsibility for answering the telephone, taking messages, clearing the answering machine, and responding to in-person enquiries.

Has a working knowledge of the Collective Agreement, Union activities, the Steward System, and College activities in order to properly direct enquiries or give information when appropriate.

7. Mail

Opens and distributes mail and arranges for subsequent filing. Distributes mail and notices for Faculty to the mail room on main campus.

Receives incoming faxes from a variety of sources and distributes a copy of same to the appropriate person(s), maintaining the original in the filing system.

Distributes updates of the Faculty Handbook to continuing members.

8. Database

Maintains established membership database. Confirms monthly personnel reports provided by the college.

Modifies database program is able in order to provide necessary and changing information.

9. Lists

Maintains mailing lists, committee membership list.

Maintains a sessional recall list (database) and continuing part-time list (database) by Steward area and discipline according to the lists provided by the College annually.

10. Office Equipment and Supplies

Monitors office equipment and supplies for service and replacement as needed.

Maintains computer hardware and software. Monitors software requirements and upgrade needs, and installs some software programs and upgrades as required.

Maintains office equipment service agreements and ensures regular scheduled maintenance of equipment.

Obtains estimates for acquisition of new or replacement equipment.

Reports problems with building maintenance to ensure safety and comfort.

11. Scheduling

Maintains a weekly/monthly schedule of meetings for the President, Vice-President, and the Chief Steward.

Maintains a list of meetings for College Committees such as Committee of Common Concerns and Education Council.

Maintains an annual schedule of Union activities.

Monitors receipt of Executive and Committee reports in time for General Meetings.

Arranges rooms and equipment for meetings as needed.

Sets up teleconferencing meetings as required.

12. Casual Workers

Trains Casual workers and provides direct supervision.

Arranges for janitorial service and for maintenance work as directed by the President.

13. Reporting Relationship

Reports to the President.

14. Assignment of Duties

Priorities and adjustments to them as directed by the President.

(June 1996)

APPENDIX B (Continued)

JOB DESCRIPTION

CLERICAL ASSISTANT

1. **Typing/Word Processing**

Assists Administrative Assistant with word processing.

2. **Copying**

Assists Administrative Assistant with copying.

3. **Filing**

Assists Administrative Assistant with filing.

4. **Special Projects**

Assists Administrative Assistant with special projects such as Faculty Handbook, reorganizing office, etc.

5. **Reporting Relationship**

Reports to the President.

6. **Assignment of Duties**

Assignment of duties to be determined by the President in consultation with the Administrative Assistant.

APPENDIX C

BENEFITS FOR FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA MEMBERS OF CUPE LOCAL 1004

<u>BENEFIT</u>		<u>DESCRIPTION</u>
Group Life	*	3 x Annual Salary
Accidental Death & Dismemberment	*	To match Group Life
Long Term Disability	*	6 month qualifying period
	*	70% of monthly earnings
Basic Medical (Medical Services Plan)	*	As established by the plan
Extended Health Care	*	80% reimbursement of eligible expenses after a \$25 annual deductible per family
	*	\$300 Vision Care payable annually
	*	Hearing Aids to a maximum of \$600 every four years
	*	Charges for nicotine patch treatment
	*	Visits to registered psychologists to a maximum of \$500/year or 10 sessions whichever is the greater (Subject to Carrier availability)
	*	A Blue Net Card
	*	Coverage for all eligible drugs
	*	Coverage for all Medical Services Plan Delisted Services
Dental	*	Plan A 100%
	*	Plan B 80%
	*	Plan C 50%
		\$3000 lifetime maximum per individual family member.
Weekly Indemnity Benefit	*	70% of weekly earnings
	*	30 working day qualifying period
	*	Maximum benefit period the lesser of 26 weeks or commencement of Long Term Disability benefits

APPENDIX D

MULTI-SECTOR PENSION PLAN

Multi-Sector Pension Plan Required Collective Agreement Language (2012)

In this Article, the terms used shall have the meanings described:

1.
 - (a) "Plan" means the Multi-Sector Pension Plan
 - (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
 - (i) the straight time component of hours worked in on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly the Faculty Association of College of New Caledonia (FACNC) (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
 - (v) _____;

All other payments, premiums, allowances and similar payments are excluded.

- (c) "Eligible Employee" means all employees in the bargaining unit who have completed _____ hours of employment with the employer.¹
2. Commencing _____ each Eligible Employee shall contribute for each pay period an amount equal to _____% of Applicable Wages to the Plan. The FACNC shall contribute on behalf

¹ Not to exceed 500 hours.

of each Eligible Employee for each pay period, an amount equal to ____% of Applicable Wages to the Plan.

3. The Employee and FACNC contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The FACNC shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The FACNC agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) To be Provided at Plan Commencement

date of hire;

date of birth;

Social Insurance Number;

date of first contribution;

seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);

gender.

(b) To be Provided with each Remittance

name;

Social Insurance Number;

monthly remittance;

pensionable earnings;

year to date contributions;

FACNC portion of arrears owing due to error, or late enrolment by the FACNC.

(c) To be Provided Initially and as Status Changes

full address;

termination date where applicable (MM/DD/YY)

marital status, and any changes to marital status;

date of death (if applicable);

(d) To be Provided Annually but no later than December 31

current complete address listing for all Eligible Employees;

period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);

period(s) of lay-off, while subject to recall;

period(s) of absence for pregnancy or parental leave;

period(s) of strike or lockout;

other leaves of absence.

hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The FACNC agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.