

# **UNIT I**

## **FUNSCAD**

**Collective Agreement**

**Between the Board of Governors**

**Of the Nova Scotia College of Art and Design**

**(The “Employer”)**

**&**

**The Faculty Union**

**Of the Nova Scotia College of Art and Design**

**(The “Union”)**

**January 1, 2016 - June 30, 2018**

ARTICLE 1 - DEFINITIONS .....	3
ARTICLE 2 - RECOGNITION .....	5
ARTICLE 3 - VALIDITY .....	5
ARTICLE 4 - MANAGEMENT RIGHTS .....	5
ARTICLE 5 - ENTIRE AGREEMENT .....	5
ARTICLE 6 - NO DISCRIMINATION .....	5
ARTICLE 7 - STRIKES AND LOCKOUTS .....	6
ARTICLE 8 - ACADEMIC FREEDOM AND RESPONSIBILITY .....	6
ARTICLE 9 - UNION BOARD COMMITTEE .....	6
ARTICLE 10 - AMALGAMATION, CONSOLIDATION, MERGER, EXPANSION .....	7
ARTICLE 11 - UNION MEMBERSHIP AND DUES CHECKOFF .....	7
ARTICLE 12 - EXCLUSIONS FROM THE BARGAINING UNIT .....	7
ARTICLE 13 - RIGHTS, DUTIES AND RESPONSIBILITIES OF FACULTY AND LIBRARIANS .....	8
ARTICLE 14 - HIRING PROCEDURES.....	15
ARTICLE 15 - RANKS FOR EMPLOYEES OTHER THAN REGULAR PART-TIME .....	18
ARTICLE 16 - APPOINTMENTS .....	23
ARTICLE 17 - RESIGNATION.....	35
ARTICLE 18 - RETIREMENT .....	35
ARTICLE 19 - DISCIPLINARY ACTIONS AND PROCEDURES.....	35
ARTICLE 20 - GRIEVANCE AND ARBITRATION .....	37
ARTICLE 21 - OFFICIAL PERSONAL FILES .....	40
ARTICLE 22 - SABBATICAL LEAVE .....	41
ARTICLE 23 - OTHER LEAVES .....	45
ARTICLE 24 - UNION MATTERS .....	49
ARTICLE 25 - EXIGENCY AND LAY-OFF OF EMPLOYEES.....	51
ARTICLE 26 - COMMITTEE ON STATUS AND AFFAIRS .....	53
ARTICLE 27 - COPYRIGHTS AND PATENTS.....	54
ARTICLE 28 - HEALTH AND SAFETY .....	55
ARTICLE 29 - SEXUAL HARASSMENT .....	55
ARTICLE 30 - VACATIONS AND HOLIDAYS.....	56
ARTICLE 31 - CORRESPONDENCE .....	56
ARTICLE 32 - SALARY AND BENEFITS.....	57
ARTICLE 33 - DIVISION CHAIRS AND PROGRAM DIRECTORS .....	65

ARTICLE 34 - ACADEMIC ADMINISTRATIVE APPOINTMENTS .....	67
ARTICLE 35 - COMPLEMENT .....	68
ARTICLE 36 - INDIVIDUAL COURSE APPOINTMENTS.....	69
ARTICLE 37 - REGULAR PART-TIME FACULTY APPOINTMENTS.....	69
ARTICLE 38 - TECHNOLOGY.....	75
ARTICLE 39 - OPENNESS AND TRANSPARENCY.....	76
ARTICLE 40 - PROGRAM AND/OR DIVISION ESTABLISHMENT, MODIFICATION OR DISCONTINUATION ....	77
ARTICLE 41 - FLEXIBLE RETIREMENT .....	77
ARTICLE 42 - DURATION .....	78
APPENDIX "A" - Exclusions.....	80
APPENDIX "B" - Grievance Form.....	81
APPENDIX "C" - Professional Activities Report .....	82
APPENDIX "D" - Instructional Assessment Form (Regular Full-Time & Pro-Rated Faculty) .....	83
APPENDIX "D" – Instructional Assessment Form (Regular Part-Time Faculty & ICA’S) .....	84
APPENDIX "E" - Requests for Letters of Reference and Reminder Letters .....	86
APPENDIX "F" - Major Recognition.....	88
APPENDIX "G" - Supplementary Employment Benefit Plan .....	89
APPENDIX "H" - Guidelines for Class Size .....	93
APPENDIX "I" - Salary Scale .....	94
APPENDIX "J" - Regular Part-Time Faculty Precedence List.....	97
APPENDIX "K" - ICA AND REGULAR PART-TIME FACULTY SALARY GRIDS.....	99
APPENDIX "L" - Teaching Dossier .....	100
Letter of Agreement No. 1 - DELETED .....	101
Letter of Agreement No. 2 - Regular Part-Time Faculty Teaching Performance Reviews .....	102
Letter of Agreement No. 3 - Complement.....	103
Letter of Agreement No. 4 - Pilot Study of Online Course Evaluations in relation to Article 16.09 (C) ....	105

## **ARTICLE 1 - DEFINITIONS**

- 1.01 The words "the Act", when the word "Act" is printed with an initial upper-case letter, shall mean the Nova Scotia College of Art and Design Act, S.N.S. 1969, c. 138 as amended.
- 1.02 The words "academic year" shall mean the three (3) semesters, Fall, Winter, and Summer, totaling twelve (12) months in duration and commencing September 1.
- 1.03 The word "Agreement," when printed with an initial upper-case letter, shall mean the Collective Agreement between the Union and the Board.
- 1.04 The word "Board" when printed with an initial upper-case letter, shall mean the Board of Governors of the Nova Scotia College of Art and Design as defined in the Act.
- 1.05 The word "day" shall mean, except where stated otherwise, a calendar day. When the specified day falls on a weekend or holiday, the next working day shall be deemed the specified day.
- 1.06 The word "Division" shall mean one or more Divisions of the University which consists of three (3) or more Regular Full-Time or Regular Pro-Rated faculty members with teaching responsibilities. At the time of signing of this Agreement, the Divisions are: Art History and Critical Studies, Craft, Design, Fine Arts, Foundation Studies, and Media Arts.
- 1.07 The words "Division Chair" shall mean the administrator of any Division described in clause 1.06.
- 1.08 The word "employee" shall mean a member of the Bargaining Unit.
- 1.09 The word "Employer," when printed with an initial upper-case letter, shall mean the Board of Governors of the Nova Scotia College of Art and Design, as defined by the Act, and employees and agents appointed by it to act on its behalf, including the President, the Vice-President, Academic and Research and the Vice-President, Finance and Administration.
- 1.10 The words "faculty member" shall mean an employee who is not a librarian.
- 1.11 The words "Faculty Forum" shall mean all voting members of the Faculty Forum as defined in the Constitution and By-laws for Academic Governance of the Nova Scotia College of Art and Design.
- 1.12 "Half-Day Course" means:
  - (i) In a regular fourteen (14) week semester, any course in which the weekly contact time consists of no more than four and a half (4.5) continuous scheduled hours, or of a maximum of two (2) meetings totaling no more than four and a half (4.5) scheduled hours.
  - (ii) In a regular fourteen (14) week semester, any course in which the weekly contact time exceeds four and a half (4.5) scheduled hours and is no more than nine (9) scheduled hours shall be the equivalent of two (2) Half-Day Courses.
  - (iii) Any course of seven (7) weeks' duration, in which the weekly contact time consists of a maximum of two (2) meetings totaling no more than nine (9) scheduled hours.
  - (iv) Any course of seven (7) weeks' duration, in which the weekly contact time exceeds two (2) meetings totaling nine scheduled hours and is no more than eighteen (18) scheduled hours shall be the equivalent to two (2) Half-Day Courses.
  - (v) In the summer session, any Half-Day Courses offered in a compressed time format consisting of the same total number of credits, contact, and preparation hours as a Half-Day Course offered in 14 weeks.

This definition shall be restricted in its application to Regular Part-Time Faculty and Individual Course Appointees.

- 1.13 The word “librarian” shall mean an employee who is not a faculty member.
- 1.14 The words “Limited Term Full-Time” and “Limited Term Pro-Rated” shall mean employees who have been appointed pursuant to Article 16 for a period of 12 months or longer.
- 1.15 The words “Office of Academic and Research” shall mean the administrative offices that, at the signing of this Agreement, include those of the Vice-President, Academic and Research, and administrative staff thereto.
- 1.16 The word “parties” shall mean the parties to this Agreement, namely the Union and the Board.
- 1.17 The word “President” shall mean the President or the Interim President of the University.
- 1.18 The words "Professional and/or Scholarly", when used to modify "activity(ies)," "work," "achievement" or "competence and status" shall include, but not be limited to: production of art, craft, design; exhibition and/or curatorial activities; writing and/or editing for publication; consulting; skills development; research; conference participation; teaching by invitation outside NSCAD University.
- 1.19 The words "Regular Full-Time faculty member" shall mean faculty members who have been appointed pursuant to Clause 16.05.
- 1.20 The words “Regular Part-Time faculty member” shall mean faculty member who has been appointed pursuant to Article 37.
- 1.21 The words “Regular Pro-Rated faculty member” shall mean faculty members who have been appointed pursuant to Clause 16.05. “Regular Pro-Rated Appointments” may be pro-rated at:
  - (i) Half-Time requiring the teaching of three (3) courses over two (2) semesters;
  - (ii) Half-Time requiring the teaching of three (3) courses in one (1) semester; or
  - (iii) Two-Thirds-Time requiring the teaching of four (4) courses over two (2) semesters.
- 1.22 The word “Sessional” shall mean full-time faculty members who have been appointed pursuant to Clause 16.04 for a period of either four (4) or eight (8) months.
- 1.23 “Special Course” means ARTS 3130, Studio Workshop: Topic or any other Special Course so designated as such by agreement of the parties.
- 1.24 “Spouse” is defined as in the Nova Scotia Provincial Government legislation and may be of the same sex.
- 1.25 “Teaching Units” are art history, ceramics, critical studies, design, drawing, English, film, fashion, foundation, intermedia, jewellery and metalsmithing, painting, photography, printmaking, sculpture and textiles.
- 1.26 The word “Union,” when printed with an initial upper-case letter, shall mean the Nova Scotia College of Art and Design Faculty Union.
- 1.27 The word “University” shall mean the Nova Scotia College of Art and Design.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the Bargaining Unit described in Nova Scotia Labour Relations Board Certification Order No. 3134, as amended from time to time. The parties are agreed that the Exclusions as of the date of signing this Agreement are those listed in Appendix "A". This will not prevent agreements being made between individual employees and the Employer as permitted by this Agreement.

## **ARTICLE 3 - VALIDITY**

- 3.01 If any article of this Agreement or part thereof is declared invalid or altered by legislation, the remainder of this Agreement shall remain in full force and effect for its term.
- 3.02 Any portion of this Agreement that is invalidated or altered by legislative act shall, on the request of either party, be discussed by the Employer and the Union and shall be replaced or altered as may be mutually agreed between the parties.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Union recognizes the authority and responsibility of the Board to manage the operation of NSCAD University in all respects as set out in the Act except as specifically abridged or modified by this Agreement. The Board agrees to exercise its managerial functions in a manner that is consistent with the provisions of this Agreement.
- 4.02 Without restricting the generality of Clause 4.01, the Union acknowledges that, except where limited by the terms of this Agreement, the functions of the Board include the following:
- (i) With appropriate notice, to hire, lay off, rank, and transfer employees within the institution as specified in this Collective Agreement;
  - (ii) to discipline and dismiss employees;
  - (iii) to determine the numbers, functions, and appropriate organization of employees required from time to time;
  - (iv) to judge the qualifications, competence, and abilities of the employees.

## **ARTICLE 5 - ENTIRE AGREEMENT**

- 5.01 This Agreement (including any changes mutually agreed in writing or any documents incorporated by reference) represents the entire agreement between the parties.

## **ARTICLE 6 - NO DISCRIMINATION**

- 6.01 Neither the Employer nor the Union will discriminate against any employee of NSCAD University with respect to the application of the terms or conditions of employment on the basis of race, colour, sex, marital status, sexual orientation, citizenship (except where required by the Immigration Act), physical or mental disability, source of income, family status, age (subject to the provisions of Article 18), creed, ethnic, aboriginal or national origin, religion, political affiliation, political activity

and political beliefs (provided such do not interfere with the operation of NSCAD University), irrational fear of contracting an illness or disease all as defined and excepted in the Nova Scotia Human Rights Act or membership or non-membership or lawful participation in the activities of the Union.

#### **ARTICLE 7 - STRIKES AND LOCKOUTS**

- 7.01 Recognizing the dispute resolution mechanism referred to in Article 20 of this Agreement, until such time as a legal strike or lockout may occur, it is agreed that there shall be no strikes, work stoppages, or illegal job actions by the Union or the employees covered by this Agreement, and it is agreed that there shall be no lockouts by the Employer.

#### **ARTICLE 8 - ACADEMIC FREEDOM AND RESPONSIBILITY**

##### **8.01 General Principles**

- (A) The search for truth and its free exposition are vital to the purposes of NSCAD University and to the common good of society.
- (B) Academic freedom is essential to those purposes and is the right of every employee with respect to his/her teaching or librarianship and Professional and/or Scholarly activities.
- (C) The employee's right to academic freedom carries with it the duty to use that freedom in a responsible way, consistent with fair and ethical dealings with students and colleagues, and consistent with the employee's performance of teaching and/or other responsibilities under this Agreement.

##### **8.02 Specific Aspects**

Specific aspects of an employee's academic freedom are:

- (A) the right to select, present, and discuss material relevant to the objectives of the course;
- (B) the right to pursue, without deference to prescribed doctrine or institutional censorship, his/her Professional and/or Scholarly activities, and to publish and/or make public the results thereof;
- (C) the right to express opinions, including criticism of NSCAD University, provided in doing so the employee shall show respect for the opinion of others, have due regard for the best interests of NSCAD University, and make every effort to indicate that he/she is not acting as spokesperson for NSCAD University; and
- (D) in the case of Librarians, the right to make information freely available, without deference to prescribed doctrine or institutional censorship.

#### **ARTICLE 9 - UNION BOARD COMMITTEE**

- 9.01 The Union-Board Committee shall consist of two (2) employees selected by FUNSCAD Unit I, two (2) persons selected from and by FUNSCAD Unit II, and two (2) representatives selected from and by the Board. A quorum for each meeting of the committee shall be three (3) members, with at least one (1) member from the Board, one (1) member from Unit I, and one (1) member from Unit II. The parties may change their representatives from time to time, but every

reasonable effort shall be made to provide continuity. This committee shall be the same committee for the Unit I and Unit II Collective Agreements.

- 9.02 The Committee shall attempt to foster good communication and effective working relationships between the parties and a spirit of cooperation and good will within NSCAD University. The Committee shall consider matters of mutual concern and shall not substitute for, nor interfere with, regular procedures and decision-making mechanisms referred to in this Agreement. The Committee shall not have the power to add to, modify, or amend this Agreement.
- 9.03 The Committee shall meet at the request of either party.
- 9.04 The Committee shall determine its own operating procedures.

#### **ARTICLE 10 - AMALGAMATION, CONSOLIDATION, MERGER, EXPANSION**

- 10.01 The Employer and the Union agree that the appropriate provisions of the Trade Union Act respecting the transfer of business or successor rights shall apply in the event that NSCAD University is, in whole or in part, merged, amalgamated, or consolidated with another employing body.
- 10.02 In the event that the operations of NSCAD University are relocated, this Agreement shall continue to apply.

#### **ARTICLE 11 - UNION MEMBERSHIP AND DUES CHECKOFF**

- 11.01 Membership in the Union shall not be a condition of employment at NSCAD University.
- 11.02 The Employer shall deduct twice each month from the pay of each employee, regular monthly dues, the amount to be authorized from time to time by the Union as certified in writing by the Union to the Employer. The Employer shall remit such amounts deducted to the Union no later than the seventh (7th) day of the month following the month of deduction, together with a written statement of the names of the persons from whom the deductions were made and the amount of each deduction.
- 11.03 The Union shall indemnify the Employer for any dues improperly deducted and remitted to the Union pursuant to Clause 11.02.

#### **ARTICLE 12 - EXCLUSIONS FROM THE BARGAINING UNIT**

- 12.01 A person employed by the Board, who is appointed to a position excluded from the Bargaining Unit who also holds a faculty or librarian appointment, shall, at the cessation of the former appointment, be entitled to automatic entry into the Bargaining Unit. Time spent in such excluded position shall be deemed equivalent service to all service credited to the employees in the Bargaining Unit for all the purposes of this Agreement.
- 12.02 Administrators who held or who were given faculty appointments at the time of their appointment as such administrators shall, at the cessation of their appointments as administrators, be entitled to automatic entry into the Bargaining Unit. Time spent in such administrative positions shall be deemed equivalent service to all service credited to the employees in the Bargaining Unit for all purposes of this Agreement.

12.03 When administrators with faculty appointments enter or re-enter the Bargaining Unit, the terms of appointment (including salary and rank) shall be consistent with the provisions of this Agreement.

12.04 **Promotions for Exclusions from the Bargaining Unit**

- (A) Senior Administrators with faculty or librarian appointments may apply for a promotion in rank while outside of the bargaining unit. Such applications for promotion shall be made according to Article 15.03.
- (B) If the applicant is the Vice-President, Academic and Research, the application shall be made to the President, and the President shall appoint a substitute to fulfill the duties assigned to the Vice-President, Academic and Research in Article 15. At the request of the applicant, the substitute may be a faculty member or administrator from another university.
- (C) If the applicant is the President, the Chair of the Board of Governors shall fulfill the role assigned to the President in Article 15.03 (F). At the request of the applicant, the Chair of the Board of Governors may appoint one (1) additional faculty member or administrator from another university to serve on the Committee on Status and Affairs for the purpose of reviewing the President's application for promotion.
- (D) If the applicant is the Dean, at the request of the applicant, the President may appoint one (1) additional faculty member or administrator from another university to serve on the Committee on Status and Affairs for the purpose of reviewing the Dean's application for promotion.

**ARTICLE 13 - RIGHTS, DUTIES AND RESPONSIBILITIES OF FACULTY AND LIBRARIANS**

13.01 **General Responsibilities of Faculty Members**

The work of faculty and librarians involves both the pursuit and the dissemination of knowledge through research, teaching, public lectures, conference communications, publications, the building of library collections, artistic production, and other similar activities.

It is the responsibility of all faculty members to engage in the teaching and general academic guidance of students; in Professional and/or Scholarly Activity; and in Service to the University.

13.02 **Academic Year**

Faculty members, other than Sessional, Regular Part-Time and those who have agreed to partial year, reduced workload, have responsibilities throughout the academic year which shall consist of two (2) teaching semesters and one (1) non-teaching semester, unless otherwise determined by agreement between the employee and the Employer. The Union shall be notified at least two weeks prior to finalization of any agreement. A copy of this agreement shall be provided to the Union.

13.03 **General Responsibilities of Faculty and Librarians**

- (A) The Vice-President, Academic and Research shall assign teaching responsibilities to each faculty member after consultation with the appropriate Division Chair(s) with due regard for:
  - (i) the requirements and priorities of the Division(s);

- (ii) the faculty member's abilities, qualifications, and experience in areas of specialization in his/her discipline(s); and
  - (iii) the expertise and availability of Regular Part-Time faculty members as per the Precedence List as set out in Clause 37.06.
- (B)
  - (i) Subject to Clauses 13.03 (B) (ii), 24.09 (F), and (E), faculty members shall be notified of the courses they shall teach as far in advance as is reasonably practicable but in any event no less than two (2) months prior to the commencement of the semester.
  - (ii) When a Regular Full-Time or Regular Pro-Rated faculty member is required to teach a course with substantially different content from courses he/she has taught in the immediate past he/she shall be given nine (9) months notice thereof, including the non-teaching semester, and such preparatory time shall count as professional development. For the purposes of this Article, the "immediate past" is considered to be twenty-four (24) months prior to the beginning of the semester in which the course is to be taught.
  - (iii) The requirements of 13.03 (B) (ii) do not apply when a member volunteers to teach a course with substantially different content from courses he/she has taught in the immediate past.
  - (iv) A Regular Full-Time or Regular Pro-Rated faculty member shall not be required, but may agree, to teach more than one (1) course per academic year which has substantially different content from courses he/she has taught in the immediate past.
  - (v) The Vice-President, Academic and Research shall consider, on a case-by-case basis, written requests from the appropriate Division Chair, for a one (1) course reduction in the first teaching semester for Regular Full-Time Faculty on their initial appointment. Such request shall include the reason(s).
- (C) The teaching workload assigned to Regular Full-Time, Regular Pro-Rated, Limited Term Full-Time, Limited Term Pro-Rated, and Sessional faculty members shall be distributed and scheduled in a fair and equitable manner. The Vice-President, Academic and Research shall consult with the relevant Division Chair(s) when making these assignments. The variables to be considered when assessing workload include, but are not limited to the following:
  - (i) anticipated class enrollments and availability of teaching assistants, markers and other resources;
  - (ii) the number of separate course preparations, new course preparations, and the level, type and method of delivery of the courses and type of assessments of student work;
  - (iii) scheduled contact teaching hours;
  - (iv) non-classroom discretionary unscheduled independent study assignments as per Clause 13.16;
  - (v) assigned administrative and service duties, and any teaching area duties and projects, including coordinating duties;
  - (vi) professional and/or Scholarly Activity in conjunction with externally funded research; and

- (vii) disability that may affect the scheduling of teaching activities.
- (D) No faculty member shall be required to teach more than three regularly-scheduled courses (or equivalent) or sections thereof in a semester. The following conditions shall be placed on the assignment of courses/sections:
  - (i) In the event that two (2) different courses are scheduled for the same day, total scheduled contact teaching time for the day will not exceed seven (7) hours, and will not be spaced over more than nine (9) hours. A minimum of two (2) hours is required between courses.
  - (ii) Total scheduled contact teaching time shall not exceed fifteen (15) hours per week except with the agreement of the faculty member in which case such scheduled contact teaching time shall not exceed eighteen (18) hours per week.
  - (iii) During a teaching semester each full-time faculty member shall devote one (1) day (or its equivalent at the discretion of the faculty member) per week to their Professional and/or Scholarly Activities.
  - (iv) Given that the parties understand the need to acknowledge equipment and space restrictions and maintain optimum conditions for learning while allocating resources, appropriate class size and course support will be determined jointly by the Vice-President, Academic and Research and the appropriate Division Chair(s) using the guidelines as set out in Appendix "H". The class size shall be set at the time the timetable is published.
  - (v) Regularly scheduled courses shall not include independent study and supervision which shall be undertaken at the discretion of the faculty member. Such discretionary work includes, but is not limited to, Graduate Thesis supervision, undergraduate/graduate independent study supervision, undergraduate internship supervision, supervision of graduate student teaching, supervision of Off-Campus Study; faculty advising of student exhibitions, Graduate Directed Study, Graduate Research, and Graduate Studio.
  - (vi) No Regular Full-Time faculty member shall be assigned more than two (2) sections of the same course in one semester except by the consent of the Regular Full-Time faculty member.
- (E) Once individual workloads have been finalized, each faculty member shall receive a copy of his/her own teaching load.
- (F) Each semester, as soon as possible after the last day for students to add a course as set out in the Calendar of Academic Dates, the Union shall be provided with a final version of the Timetable, showing all teaching assignments and enrollments.
- (G) **Marking Assistance**
  - (i) Marking assistance shall be provided for each course or section thereof having in excess of fifty (50) students. Courses that enroll more than fifty (50) students by the published Last Day to Add Courses date shall also qualify for marking assistance.

- (ii) Marking assistance shall be provided, if requested by the faculty member, when a faculty member's total student enrollments exceed ninety (90) in a semester, and they have not received assistance under Clause 13.03 (G) (i).
- (iii) Notice that markers are needed shall be forwarded by the Division Chair to the Vice-President, Academic and Research as soon as the Division Chair is aware that markers are required in accordance with Clauses 13.03 (G) (i) and (ii). Such notice shall include the names and curriculum vitae of the recommended markers and the number of hours of marking assistance requested.
- (H) Regular Full-Time faculty members who regularly teach courses in which enrollments are in excess of ninety (90) students shall be granted an adjustment of one Half-Day Course in teaching workload in the semester in which the high enrollment course is taught.

**13.04 Workload for Full-Time Faculty during Teaching Semesters**

- (A) During their teaching semesters, Full-Time faculty members shall devote thirty-five (35) hours per week to teaching, Service to the University, office hours, and Professional and/or Scholarly Activity. Faculty have the right to allocate seven (7) hours per week for Professional and/or Scholarly Activity. Time necessary to fulfill Service to the University responsibilities may fluctuate. The parties agree that, on average, Service will approximate three (3) hours per week.
- (B) Service to the University may also include Board of Governors membership, Union Executive and Union committee membership, recruitment, development and other recognized University activities.
- (C) When the Winter Break falls during a member's regular teaching semester, the workload during this period shall consist of class preparation, assessment, student consultation in office or via e-mail or telephone, and/or Professional and/or Scholarly Activity. Other Service to the University during this period shall be at the member's option.

**13.05 Workload for Regular Pro-Rated and Regular Part-Time Faculty During Teaching Semesters**

- (A) The workload of Regular Pro-Rated faculty members shall be either one half (1/2) that of a Full-Time member for those on a Half-Time Pro-Rated appointment or two-thirds (2/3) that of a Full-Time member for those on a Two-Thirds-Time Pro-Rated appointment.
- (B) Regular Part-Time faculty shall devote approximately nine (9) hours per week for each Half-Day Course taught in a fourteen (14) week semester, and eighteen (18) hours per week for each Half-Day Course of seven (7) weeks duration or more in accordance with the definition of a Half-Day Course delivered in a three-and-a-half (3 ½) week module. In addition to their responsibilities for course preparation, classroom teaching, and student assessment, Regular Part-Time faculty are expected to provide, as part of their nine (9) hours per week workload, an average of approximately one (1) hour per week per Half-Day Course for student consultation. Faculty on Regular Part-Time Appointments may also volunteer for committee work and should notify the Office of the Vice-President, Academic and Research in writing of their interest. Should the Vice-President, Academic and Research request a Regular Part-Time faculty member to serve on a committee, the member shall be remunerated at the rate of \$25.00 per hour during which the committee meets.

### 13.06 **Other Duties and Responsibilities**

- (A) Each faculty member is responsible for determining and developing the content, structure, and teaching methods, for each course which he/she is assigned to teach, in accordance with the approved course description. Each faculty member is also responsible for determining the means of evaluation for each assigned course consistent with the approved grading system.
- (B) Regular Full-Time faculty members, Regular Pro-Rated, Limited Term and Sessional faculty members, except during sabbatical or other approved leaves, shall be available to consult with students at least seven (7) days before classes begin and seven (7) days after classes end. They shall not, however, be required to be available between December 21 and January 1 inclusive.
- (C) At least seven (7) days prior to the commencement of classes, faculty members shall prepare and give to the Division Chair, with a copy to the Office of Academic and Research, course outlines for each course assigned. Outlines shall include day(s), time and location of the class, official course description and code, an overview of the subject matter to be taught, course objectives, the workload, the probable dates and values of any tests, examinations, term papers or critiques, attendance requirements, and a statement where appropriate that students should familiarize themselves with relevant health and safety issues. Faculty members shall be responsible for distributing course outlines to students at the commencement of classes.
- (D) Faculty members shall comply with written and circulated procedures for reporting grades and performance of students. Normally, grades for graduating students will be reported five (5) days before the last day of the Winter Semester, and for all other students within four (4) working days after the end of the Fall Semester, within five (5) working days after the end of the Winter Semester, and within three (3) working days after the end of the Summer session.
- (E) Each Regular Full-Time and Regular Pro-Rated faculty member shall provide the Office of the Vice-President, Academic and Research with a completed Professional Activities Report (Appendix "C") on or before May 7 each year. Updated curriculum vitae shall be provided upon request from the Office of Academic and Research.

### 13.07 **Office Hours During Teaching Semesters**

A Full-Time faculty member shall set aside at least four (4) hours per week during the teaching semesters for student consultation. The hours of availability shall be posted on the faculty member's office door.

### 13.08 **Absences During Teaching Semester**

- (A) A faculty member shall give prior written notice to the Chair of the Division in which the course is being taught, of any absence from teaching duties for the purpose of attending conferences, delivering lectures, opening exhibitions, or for similar reasons. A faculty member shall give students appropriate notification of class cancellations and alternate arrangements regarding classes missed.
- (B) Absence(s) from teaching duties by a faculty member for the purpose of attending conferences, delivering lectures, opening exhibitions or similar reasons of more than five (5) teaching days in total per semester require(s) the written approval of the Vice-President, Academic and Research. The faculty member shall submit a request in writing thirty (30) days prior to the

planned commencement of an absence exceeding the five (5) day limit. The request shall state the dates of the absence(s), and the classes which will be missed, and shall outline the alternate arrangements regarding the classes missed. The Vice-President, Academic and Research shall reply within seven (7) days of the receipt of the request.

13.09 **Non-Teaching Semester Duties and Responsibilities for Regular Full-Time, and Regular Pro-Rated Faculty**

- (A) The non-teaching semester shall be the Summer Semester unless otherwise agreed between the employee and the Employer. The Union shall be notified at least two weeks prior to finalization of any agreement. A copy of this agreement shall be provided to the Union.
- (B) The primary responsibility of faculty members during the non-teaching semester is to pursue Professional and/or Scholarly Activities.  
  
Teaching during the non-teaching semester shall be at the option of the faculty member.
- (C) Except for vacation periods, availability to the University of Full-Time and Pro-Rated faculty members for meetings and other forms of consultation will be subject to the faculty member's schedule of Professional and/or Scholarly Activities including associated travel. All such meetings and consultations shall count as Service to the University. Faculty members shall notify the Office of Academic and Research of their whereabouts when absent during the non-teaching semester.

13.10 **Office and Studio Space**

- (A) The Employer shall provide all faculty members, except those on Regular Part-Time appointments, with suitable private office space. Subject to priorities and availability, each Full-Time and Pro-Rated employee shall be provided with office and/or studio space suitable for Professional and/or Scholarly Activity.
- (B) In pursuit of their teaching and Professional and/or Scholarly Activity, all Full-Time and Pro-Rated employees shall have access to support services, including secretarial service, telephone, e-mail, fax, photocopy service, and loans of equipment. Through the University's capital request procedure, computing equipment and services shall be provided to Full-Time and Pro-Rated employees requesting them. Such requests must be endorsed by the employee's Division Chair as necessary to perform teaching and other duties, and shall be forwarded by the Division Chair to the Vice-President, Academic and Research. Special requests may, from time to time, be considered by the Vice-President, Academic and Research.
- (C) To fulfill their teaching responsibilities, Regular Part-Time faculty members shall have access to services including secretarial service, telephone, e-mail, fax, photocopy service, loans of equipment, computer access for email, WebAdvisor, and grade reporting; space suitable for private consultation with students; and access to facilities for one (1) month prior to, during, and one (1) month following their teaching semester (unless more time is required, upon written request to the Employer).

**13.11 Faculty Lounge**

The Employer will continue to provide a space for a Faculty Lounge. In the event that it is necessary to relocate it, the new space shall be approximately the same size and suitability. In the event that the Employer requires relocation, the Employer shall bear the costs of the relocation.

**13.12 Outside Professional and/or Scholarly Activity**

Consistent with the expectation that Regular Full-Time and Regular Pro-Rated employees remain current with developments in their disciplines or fields, it is agreed that they may engage in paid or unpaid outside Professional and/or Scholarly Activity, provided that:

- (A) such activity does not conflict or interfere with the fulfillment of their other obligations as outlined in this Agreement;
- (B) he/she does not make unreasonable use of the facilities, equipment, supplies and other services of the University in such activities, and pays the University the costs of University materials, if a client commissions the work for pay; and
- (C) if he/she states the nature and place of his/her employment, rank, and titles in connection with such activities, he/she does not purport to represent or speak for the University.

**13.13 Rights, Duties and Responsibilities of Librarians**

- (A) A Librarian's responsibilities to the University shall include the provision of a high level of professional service, the development of professional knowledge of library and information science, contributions to librarianship and scholarship, and Service to the University.
- (B) The normal hours of work shall be thirty-five (35) hours per week.
- (C) Librarians desiring to attend conferences or who receive invitations to lecture at other institutions or who intend to be absent for similar reasons must obtain the prior written permission of Vice-President, Academic and Research. In the case of the VRC Librarian, written notice shall first be given to the University Librarian. The Librarian seeking permission shall submit to the Vice-President, Academic and Research a written request containing all relevant details, including dates away from the University and alternative arrangements.
- (D) It is the responsibility of each librarian to keep the Vice-President, Academic and Research informed of University related activities. Each Librarian shall submit to the Vice-President, Academic and Research each year a completed Professional Activities Report (see Appendix "C"). This report shall form part of the Librarian's Official Personal File.

**13.14 Reduced Workload Agreement**

The Employer shall consider, on a case-by-case basis, written requests to the Vice-President, Academic and Research for reduction in workload. The Union shall be notified at least two (2) weeks prior to finalization of any agreement. A copy of any agreement between the Employer and the employee shall be provided to the Union.

**13.15 Graduate Teaching Recognition**

Work on Graduate Directed Study, Graduate Thesis Proposal and Graduate Research and Graduate Studio shall count toward Professional and/or Scholarly Activity or Service to the University.

**13.16 Unscheduled Independent Study and Supervision**

In addition to teaching responsibilities assigned in accordance with Article 13.03, Regular Full-Time and Regular Pro-Rated faculty members may, at their discretion, undertake supervision of unscheduled Independent Study and other activities, including, but not restricted to, the following:

- (A) Supervision of Independent Study,
- (B) Supervision of an Internship,
- (C) Faculty advisor for student exhibitions in the Anna Leonowens Gallery, and/or
- (D) Supervision of Off-Campus Study.

Work on such discretionary activities may count as Service to the University.

#### **ARTICLE 14 - HIRING PROCEDURES**

##### **14.01 Hiring Procedures for Regular Full-Time and Regular Pro-Rated Faculty and Librarians**

The Employer shall have due regard for the need to identify vacancies as far in advance of the anticipated date of hiring as is reasonably practical. When the Board determines there is a vacancy to be filled in the Bargaining Unit, the Vice-President, Academic and Research shall establish a Selection Advisory Committee (SAC).

14.02 The Vice-President, Academic and Research shall inform the Union of every vacancy declared by the Board.

##### **14.03 Selection Advisory Committee (SAC)**

- (A) The SAC, in the case of a faculty member vacancy, shall consist of:
  - (i) one (1) Division Chair from the Division in which the vacancy occurs, who shall Chair the Committee;
  - (ii) two (2) Regular Full-Time or Regular Pro-Rated employees elected by the employees in the Division in which the vacancy occurs;
  - (iii) one (1) Regular Full-Time or Regular Pro-Rated employee from a different Division elected by the Faculty Forum;
  - (iv) either the Vice-President, Academic and Research or the Dean; and
  - (v) one (1) appropriate senior student selected by the Student Union.
- (B) The SAC, in the case of a Library vacancy, shall consist of:
  - (i) either the Vice-President, Academic and Research or the Dean, who shall Chair the Committee;
  - (ii) two (2) Regular Full-Time or Regular Pro-Rated faculty members elected by the Faculty Forum;
  - (iii) one (1) librarian member selected by the Chair of the SAC (or, if in the opinion of the Chair, there may be a conflict of interest, a professional librarian from outside NSCAD University); and
  - (iv) one (1) senior student appointed by the Student Union.

- 14.04 At the first meeting of the SAC, the Committee will review Conflict of Interest, the NSCAD University Employment Equity Policy, Human Rights Legislation and government regulations on hiring all referred to in the NSCAD Hiring Guidelines, which may be amended from time to time (following consultation with the Union), and determine their procedures accordingly.
- 14.05 The Vice-President, Academic and Research, in consultation with the other members of the SAC, shall prepare a vacancy notice. The Vice-President, Academic and Research shall be responsible for suitable advertising of the position which shall include notices to universities and galleries across Canada; advertising in local and national professional journals, when appropriate; and may also include advertising in international professional journals and local and national newspapers when the Vice-President, Academic and Research, in consultation with the other members of the SAC, determines it is appropriate and practicable. All advertisements shall include a statement of the basic application requirements. The normal hiring rank for Regular Full-Time and Regular Pro-Rated tenure track faculty positions shall be Assistant Professor or in the case of a Librarian, Librarian I.
- 14.06 Initial information to be sought from each candidate should include the following:
- (A) the personal resume, or curriculum vitae;
  - (B) a representation of Professional and/or Scholarly Activity; and
  - (C) names of referees, e.g. former and/or current employers, teachers, and other persons who can objectively evaluate the candidate's capabilities.
- 14.07 The Vice-President, Academic and Research shall give the Union copies of all vacancy advertisements for positions within the Bargaining Unit when the advertisements are released.
- 14.08 All applications for appointments are to be directed to and acknowledged by the Office of Academic and Research.
- 14.09 **Procedures for Recruitment**
- (A) After the deadline for applications, the Vice-President, Academic and Research shall instruct the Selection Advisory Committee Chairperson to convene a meeting of the SAC which shall review all applications and establish a short list of candidates to be considered. The SAC shall forward to the Vice-President, Academic and Research a list of candidates to be considered. The decision to invite more than two (2) candidates who will incur significant travel costs will be at the discretion of the Vice-President, Academic and Research.
  - (B) The Office of Academic Affairs and Research shall contact the short-listed candidates and oversee travel arrangements when required and shall, in consultation with the SAC Chairperson, determine the candidates' schedules in order to comply with the terms and conditions of Clause 14.10.
- 14.10 **Procedures for Considering Short-Listed Candidates**
- The following procedures are to be followed for short-listed candidates:
- (A) the candidate should meet with the President;
  - (B) the candidate shall meet with the SAC;
  - (C) the candidate should meet all employees who are concerned with the candidate's area of work;
  - (D) the candidate shall normally give a presentation to the NSCAD University community; and

- (E) there should be an opportunity for students in the candidate's area of activity to meet with the candidate.
- 14.11 Within ten (10) days of consideration of the last candidate, the Selection Advisory Committee Chairperson shall prepare a written evaluation and ranking of candidates with whom the SAC has met. The report shall be signed by all members of the SAC and forwarded to the President.
- 14.12 After consideration of the candidates referred to in Clause 14.09, and consultation with the Vice-President, Academic and Research and the Selection Advisory Committee Chairperson, the President shall convey his/her recommendation to the Board.
- 14.13 If the President or the Board selects other than the first-ranked candidate, or rejects all of the candidates interviewed by the SAC, the President shall notify the SAC in writing stating the reasons for the decision.
- 14.14 If the President or the Board rejects all of the candidates interviewed, the SAC will meet to decide whether there are other candidates short-listed as per Clause 14.09 (A) who should be invited for interview. In the event that no candidates are invited, the Vice-President, Academic and Research shall re-initiate the search process.
- 14.15 The offer of appointment shall provide details of the appointment including rank (as determined in accordance with Article 15), type of appointment, term, and salary, (rank and salary step are subject to review by the Committee on Status and Affairs in accordance with Clauses 26.01 (C) and 32.03 and shall indicate that the terms of the Agreement apply to employees. Candidates' attention shall be drawn to the Collective Agreement posted on the NSCAD web site.
- 14.16 The Board shall make the final decision on all appointments.
- 14.17 Vacancies shall be included in the Complement List. Any vacancy that remains unfilled shall automatically be re-advertised in the following year unless financial exigency or significant changes to a program and/or enrollment occur.
- 14.18 **Hiring Procedures for Limited Term Full-Time, Limited Term Pro-Rated and Sessional Appointments**
  - (A) When it has been determined that a Limited Term or Sessional vacancy is to be filled, the Vice-President, Academic and Research shall establish a Selection Advisory Committee as follows:
    - (i) the Division Chair from the Division in which the vacancy occurs (who shall Chair the Committee);
    - (ii) the Vice-President, Academic and Research; and
    - (iii) two (2) Regular Full-Time or Regular Pro-Rated faculty from the Division in which the vacancy occurs, elected by employees in the Division.
  - (B) The Vice-President, Academic and Research or designate in consultation with the Committee shall prepare a vacancy notice and the Vice-President, Academic and Research shall be responsible for suitable advertising.
  - (C) All applications are to be directed to and acknowledged by the Office of the Vice-President, Academic and Research.
  - (D) After the deadline for applications, the Chair of the Committee shall convene a meeting of the Committee to review all applications. The Committee may choose to interview

candidates or to make a short list based on the application materials. Interviews requiring travel must be pre-authorized by the Vice-President, Academic and Research.

- (E) The Chair of the Committee will forward a ranked short-list of candidates to the Vice-President, Academic and Research. The Vice-President, Academic and Research shall confer with the Committee Chair prior to making a decision on an offer of employment.
- (F) A Limited Term or Sessional Appointment shall be assigned the rank for which he/she is qualified according to the criteria set out in Clause 15.02.
- (G) The Vice-President, Academic and Research shall consult with the Committee on Status and Affairs on rank and grid placements.
- (H) The Vice-President, Academic and Research shall make the final decision on hiring of all Limited Term and Sessional Appointees.

#### **ARTICLE 15 - RANKS FOR EMPLOYEES OTHER THAN REGULAR PART-TIME**

##### **15.01 Procedure to Determine Rank and Grid Placement for New Appointments**

- (A) After the President has decided to recommend to the Board a candidate for appointment to the University, the President shall ask the Vice-President, Academic and Research for a recommendation on rank and grid placement subject to review and recommendation by the Committee on Status and Affairs.
- (B) The Vice-President, Academic and Research shall forward to the Committee on Status and Affairs the curriculum vitae of the candidate plus other relevant information and request that the Committee make a recommendation for rank and grid placement. The Committee shall interpret the information provided in accordance with the criteria for initial ranking and grid placement and forward its recommendation to the Vice-President, Academic and Research.
- (C) In special circumstances, the Vice-President, Academic and Research, in consultation with the Division Chair, may recommend to the Committee on Status and Affairs a particular interpretation of the candidate's curriculum vitae that would allow Professional and/or Scholarly Achievement to apply towards or substitute for the degree criteria for Assistant Professor, Associate Professor, Librarian II or Librarian III. If such exceptions are recommended by the Committee and agreed to by the President, the decision shall be included in the offer of appointment to the candidate together with any implications such a decision will have for future consideration for promotion or appointments.
- (D) The President, in consultation with Vice-President, Academic and Research and the Chair of the Committee on Status and Affairs pursuant to this Article, shall determine a rank and grid placement for each candidate. The Vice-President, Academic and Research shall notify the employee of the President's decision on rank and grid placement.
- (E) Notwithstanding Clause 15.01 (D), the Vice-President, Academic and Research will determine rank and grid placement for Limited Term and Sessional appointments following the recommendation of the Committee on Status and Affairs.
- (F) **After an employee accepts an offer of employment, the Union, on behalf of the new employee,** may grieve the rank and grid placement assigned at any time within twelve (12) months of the starting date of the appointment. Such grievances are restricted to the application of the relevant clauses in Articles 15 and 32. The employee shall not provide

information not disclosed in his/her application materials. However, the employee may add further detail to explain information in the existing curriculum vitae.

**15.02 Ranks**

- (A) The ranks for Regular Full-Time and Regular Pro-Rated, Limited Term and Sessional faculty members are:
  - (i) Lecturer
  - (ii) Assistant Professor
  - (iii) Associate Professor
  - (iv) Professor
- (B) A faculty member shall be assigned the rank for which he/she is qualified according to the following criteria [see also Clause 15.01 (C)]:
  - (i) Lecturer - A faculty member shall normally be assigned the rank of Lecturer when there is evidence of an aptitude for teaching at the post-secondary level and when some but not all of the qualifications for Assistant Professor have been met;
  - (ii) Assistant Professor - A faculty member shall normally be assigned the rank of Assistant Professor when there is evidence of an aptitude for teaching at the post-secondary level and for undertaking Professional and/or Scholarly Activities, and the following requirements are met in either (a) or (b):
    - (a)
      - (1) appropriate educational qualifications in the discipline in which the faculty member has been hired to teach, such as a Master's degree, or Ph.D. in progress, or equivalent professional qualifications, and
      - (2) two (2) years teaching at the post-secondary level, or other equivalent teaching experience, or, three (3) years relevant professional experience post Master's degree, or, a combination of such teaching and professional experience that totals three (3) years.
    - (b) Ph.D. degree.
  - (iii) Associate Professor - A faculty member shall normally be assigned the rank of Associate Professor if the following requirements are met:
    - (a) he/she has sustained a record of high quality teaching and/or high quality Professional and/or Scholarly activity;
    - (b) he/she holds the highest degree (or its equivalent) generally required for the discipline in which the faculty member has been hired to teach; and
    - (c) he/she has completed six (6) years teaching at the post-secondary level as an Assistant Professor; and
    - (d) when the candidate has received the rank of Associate at another accredited post-secondary institution.
  - (iv) Professor - The rank of Professor is reserved for those exceptional faculty members who have sustained an overall record of outstanding quality teaching, and Professional and/or Scholarly Activity, and Service to the University, and who have received major regional (as outlined in Appendix "F" – Major Recognition), national, or international

recognition for their work. The overall record shall be determined by considering the faculty member's various areas of responsibility in combination, balancing different levels of achievement in those areas. Faculty members are not normally given an initial appointment at this rank. Length of service shall neither automatically entitle nor exclude a faculty member for consideration for the rank of Professor.

- (C) The ranks for Regular and Limited-Term librarians are:
  - (i) Librarian I
  - (ii) Librarian II
  - (iii) Librarian III
  - (iv) Librarian IV
- (D) A librarian member shall be assigned the rank for which he/she is qualified according to the following criteria:
  - (i) Librarian I - A librarian member shall normally be assigned the rank of Librarian I when he/she has a MLS Degree, and when there is evidence of an aptitude for librarianship at the post-secondary level.
  - (ii) Librarian II - A librarian member shall normally be assigned the rank of Librarian II when he/she has met the qualifications of Librarian I and when he/she has two (2) years of experience as a librarian at the post-secondary level or other equivalent and relevant professional experience.
  - (iii) Librarian III - A librarian member shall normally be assigned the rank of Librarian III when he/she has met the qualifications of Librarian II and when he/she has sustained a high level of professional service over a period of six (6) years or more at the post-secondary level.
  - (iv) Librarian IV - The rank of Librarian IV is reserved for those exceptional librarian members whose sustained records of professional service, development of professional knowledge, contributions to librarianship and scholarship, and Service to the University is of an outstanding quality, and who have received major regional, national or international recognition for their work. The overall record shall be determined by considering the librarian's various areas of responsibility in combination, balancing different levels of achievement in those areas. Librarian members are not normally given an initial appointment at this rank. Length of service shall neither automatically entitle nor exclude a librarian for consideration for the rank of Librarian IV.

#### 15.03 **Procedure for Promotion**

- (A)
  - (i) Regular Full-Time and Regular Pro-Rated faculty members hired at the rank of Lecturer shall be promoted automatically to the rank of Assistant Professor upon fulfillment of the requirements of Clause 15.02 (B) (ii).
  - (ii) Regular Full-Time and Regular Pro-Rated Librarians hired at the rank of Librarian I shall be promoted automatically to the rank of Librarian II upon fulfillment of the requirements of Clause 15.02 (D) (ii).

- (iii) Regular Full-Time and Regular Pro-Rated faculty members at the rank of Assistant Professor shall be promoted automatically to the rank of Associate Professor at the start of their Third Appointment with Tenure.
- (iv) Regular Full-Time and Regular Pro-Rated librarians at the rank of Librarian II shall be promoted automatically to the rank of Librarian III at the start of their Third Appointment with Tenure.

**(B) Promotion to Professor or Librarian IV**

Regular Full-Time and Regular Pro-Rated faculty and librarians who were hired at the rank of Associate Professor or Librarian III, shall not normally be considered for promotion to Professor or Librarian IV during their first four (4) years of employment in a Regular Full-Time or Regular Pro-Rated Appointment.

An employee at the rank of Associate Professor or Librarian III may make an application for promotion in rank to Professor or Librarian IV by giving written notice to the Vice-President, Academic and Research. This request shall be made no later than October 1 for the promotion to become effective July 1 of the following year.

The employee's application shall include:

- (i) an updated curriculum vitae;
- (ii) documentation to demonstrate that he/she meets the criteria for promotion [see Clauses 15.02 (B) (iv), 15.02 (D) (iv) and 15.04 (C)]; and
- (iii) a list of names and addresses of three (3) reviewers external to the University.

- (C) The Chair of the Committee on Status and Affairs, in consultation with the Division Chair, or Vice-President, Academic and Research in the case of the Library, shall identify three (3) external reviewers knowledgeable in the employee's discipline. The employee and the Chair of the Committee shall each have the right to strike one (1) name from the other's list. Upon final selection of the four (4) external reviewers the employee and the Chair of the Committee shall confirm in writing the list of reviewers. This confirmation shall be included in the employee's Official Personal File. The employee shall have five (5) days to submit to the Committee reasons why reviews should not be solicited from persons on the Committee's list.

- (D) The Office of Academic and Research shall contact the reviewers to ascertain willingness to act as a reviewer. If the reviewers agree, the Vice-President, Academic and Research shall solicit reviews from the list of reviewers advising them that their assessments will not be kept confidential. The reviewers shall be provided with only a detailed curriculum vitae and evidence of Scholarly and/or Professional activity as submitted by the employee.

If any reviewers decline the request, the Vice-President, Academic and Research shall ask the Chair of the Committee and/or the employee to select additional reviewers, maintaining the balance established in Clause 15.03 (C).

When the reviews have been received, the Office of Academic and Research shall notify the applicant that the file is complete and shall provide a copy of the review letters to the applicant. The applicant is entitled to view the complete file and to receive a copy of any document(s) therein.

- (E) The Committee on Status and Affairs shall convene to assess the merits of the employee's application for promotion. The Committee may ask the employee to provide further

information, or names of additional referees if those on the original list have not submitted a review, or to provide clarification of material provided or to appear in person before the Committee.

- (F) Based only upon material referred to in Clauses 15.03 (B), (C), (D) and (E) and Clauses 15.04 (E), and (F), the Committee shall make its recommendations to the President specifying how the applicant meets or fails to meet the criteria for promotion. The President shall review all documentation and shall:
- (i) forward the report of the Committee on Status and Affairs to the Board;
  - (ii) submit to the Board a written recommendation, with a copy to the applicant no later than five (5) days prior to the Board's consideration of the application. If the President's recommendation is not positive, the recommendation to the Board and the notification to the applicant shall contain a statement of the reasons; and
  - (iii) make the employee's application materials available to the Board.

The Board's decision on whether or not to grant the promotion shall be based upon the criteria as set forth in Clause 15.04.

#### 15.04 **Criteria for Promotion**

- (A) (i) Lecturer to Assistant Professor:  
Fulfillment of the criteria for Assistant Professor described in Clause 15.02 (B) (ii). No application is required.
- (ii) Librarian I to Librarian II:  
Fulfillment of the criteria for Librarian II as described in Clause 15.02 (D) (ii). No application is required.
- (B) (i) Assistant Professor to Associate Professor:  
Promotion to Associate Professor is automatic at the start of a Third Appointment with Tenure. No additional application for promotion is required.
- (ii) Librarian II to Librarian III:  
Promotion to Librarian III is automatic at the start of a Third Appointment with Tenure. No additional application for promotion is required.
- (C) (i) Associate Professor to Professor:  
Fulfillment of the criteria for Professor described in Clause 15.02 (B) (iv).
- (ii) Librarian III to Librarian IV:  
Fulfillment of the criteria for Librarian IV described in Clause 15.02 (D) (iv).
- (D) Recognition of effective teaching and Professional and/or Scholarly activity shall be based on:
- (i) letters of support from the appropriate Division Chair and/or colleagues not serving on the Committee on Status and Affairs. In the case of employees from Teaching Units of fewer than four (4) employees, letters of support from colleagues who are serving on the Committee on Status and Affairs shall be accepted. For the duration of the relevant deliberations of the Committee on Status and Affairs, such colleagues shall withdraw from the Committee on Status and Affairs;

- (ii) the aggregated results from the instructional assessment forms (see Appendix “D”); and
  - (iii) other materials, limited to the following:
    - (a) letters from knowledgeable professional colleagues elsewhere;
    - (b) letters from former students;
    - (c) reviews solicited pursuant to Clause 15.03 (C); and
    - (d) publications and professional papers, including electronic formats, exhibition record, commissions, research contracts, design contracts, documentation of significant service with professional organizations, Service to the University, service to the community at large, other recognized accomplishments related to the person’s professional field including special awards and citations.
- (E) Recognition of effective professional service for librarian members shall be based on:
  - (i) letters of support from colleagues. If such colleagues are serving on the Committee on Status and Affairs, such colleagues shall, for the duration of relevant deliberations, withdraw from the Committee on Status and Affairs;
  - (ii) evaluative comments from the supervisor; and
  - (iii) other materials, limited to the following:
    - (a) letters from knowledgeable professional colleagues elsewhere;
    - (b) reviews solicited pursuant to Clause 15.03 (C); and
    - (c) publications and professional papers, including electronic formats, commissions, consultations, documentation of significant service with professional organizations, service to the community at large, other recognized accomplishments related to the employee’s professional field including special awards and citations.
- (F) Examples of what constitutes “major recognition” for the various disciplines within the University are attached as Appendix “F” to this Agreement.

#### **15.05 Notification Dates**

- (A) The Committee on Status and Affairs shall submit its findings in writing to the President with a copy to the applicant no later than March 10 of the year in which the promotion would occur.
- (B) No later than May 1 of the same year the President shall notify the applicant in writing of the Board’s decision. If the promotion is denied, the notice shall specify how the applicant failed to meet the criteria for promotion.

The promotion shall take effect on July 1 of the same year.

### **ARTICLE 16 - APPOINTMENTS**

#### **16.01 Classes of Appointments**

- (A) Appointments to positions in the Bargaining Unit shall be as follows:
  - (i) Regular Full-Time faculty and librarian appointments;

- (ii) Regular Pro-Rated faculty and librarian appointments;
  - (iii) Regular Part-Time faculty appointments;
  - (iv) Limited Term Full-Time and Limited Term Pro-Rated faculty and librarian appointments; and
  - (v) Sessional faculty appointments.
- (B) No person other than a member of the Bargaining Unit shall teach a course at the University except for the following:
- (i) Individual Course appointees: No degree student admitted to the University shall be given an Individual Course Appointment;
  - (ii) Academic Administrators as per Article 34;
  - (iii) Graduate students who may be permitted to teach one Special Course on a teaching assistantship during their program of study;
  - (iv) Research Fellows as limited by Clause 16.11; and
  - (v) Adjunct Faculty as limited by Clause 16.12.

**16.02 Limited Term Full-Time, Limited Term Pro-Rated Faculty and Librarian Appointments and Sessional Faculty Appointments**

- (A) Limited Term or Sessional Appointments shall be made for the following purposes and periods only:
- (i) to replace an employee on leave or secondment [corresponding to the period of leave or secondment to a maximum of forty-eight (48) months];
  - (ii) to staff a position funded by a research grant or government program [to a maximum of thirty-six (36) months];
  - (iii) to staff a position in response to an emergency arising from sudden death, illness, or resignation of an employee [to a maximum of twenty-four (24) months];
  - (iv) to meet a need arising from a significant enrollment increase [to a maximum of twenty-four (24) months];
  - (v) to staff a position in the event of an unsuccessful search [to a maximum of twenty-four (24) months]; or
  - (vi) to staff positions for such other reasons as may, from time to time, be agreed upon by the Employer, the Chair of the affected Division (or in the case of the Library, the University Librarian or Visual Resource Librarian), and the Union.
- (B) If the Board appoints an employee who has held a Limited Term Appointment(s) or Sessional Appointments for a total of twelve (12) months to a Regular Full-Time or Regular Pro-Rated Appointment, the appointment shall be at the first year of an Initial Appointment. If the Board appoints an employee who holds or previously held a Limited Term Appointment(s) or Sessional Appointments for a total of twenty-four (24) months, and in addition, has held at least one (1) such Appointment within the previous twenty-four (24) months, to a Regular Full-Time or Regular Pro-Rated Appointment, the appointment shall be at the second year of the Initial Appointment as provided in Clause 16.06.

- (C) A Limited Term Appointment or Sessional Appointment shall continue until the earlier of the expiry of the term of the appointment, resignation, layoff (pursuant to Article 25), retirement, or dismissal for cause.
- 16.03 A Limited Term Appointment is subject to Article 13, except for Clauses 13.03 (B) (ii) and (iv).
- 16.04 **Sessional Faculty Appointments**
- (A) Persons appointed to Sessional faculty Appointments are subject to the following clauses in Article 13: 13.03 (A), (B) (i), (C), (D); 13.06 (A), (C), (D); 13.07; 13.08; 13.10 (A), (B); 13.11; and 13.12. Except for those clauses in Article 13 and Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 16 (which applies insofar as it expressly states it applies to Sessional faculty), 19, 20, 21, 24, 25 (which applies insofar as it expressively states it applies to Sessional faculty), 27, 28, 29, 38, and 39; Clauses 30.02 and 30.03 (both of which apply to those holidays which fall within the duration of the Sessional Appointments); Clause 32.05 (C); and Appendices “B”, “D” and “H”, the rest of the provisions of this Agreement shall not apply.
  - (B) No employee on a Sessional Appointment shall be assigned total scheduled contact teaching time in excess of sixteen (16) hours per week. In addition to their teaching and Professional and/or Scholarly responsibilities, a Sessional Appointee shall be required to provide academic guidance only to students registered in his/her classes; to maintain office hours; and to be available for scheduled teaching unit and/or Division meetings.
  - (C) Sessional Appointments shall be for a limited term of four (4) or eight (8) months and are subject to Clauses 16.02 (A) and (B).
  - (D) Rank for Sessional Appointments shall be determined pursuant to Clauses 15.01 and 15.02.
  - (E) Employees on Sessional Appointments shall be remunerated as provided in Clause 32.05 (C).
  - (F) The parties agree that the purpose of Sessional positions is normally to fill temporary vacancies due to faculty leaves or temporary assignments of faculty to administrative duties, or to hire faculty members with specific expertise for limited periods. Pursuant to Clause 16.02, such appointments are not intended to be used in place of Regular Full-Time and Regular Pro-Rated positions.

16.05 **Regular Full-Time and Regular Pro-Rated Appointments and Tenure**

All Regular Full-Time and Regular Pro-Rated appointments shall be as follows:

- (A) Initial Appointment: The Initial Appointment shall be for three (3) years normally commencing on the first day of July and terminating on June 30. Before February 1 of the third year of the appointment, a review pursuant to Clause 16.07 will be completed.
- (B) Second Appointment: If an Initial Appointment is renewed, it shall be a “Second Appointment” and shall be for three (3) years commencing on the first day of July and terminating on June 30. Before April 1 of the second year of the appointment, a review pursuant to Clause 16.07 will be completed.
- (C) Third Appointment with Tenure and Promotion to Associate Professor: If the Second Appointment is renewed, it shall be a “Third Appointment with Tenure” and can be terminated only by normal retirement, resignation, voluntary early retirement, dismissal for just cause, or layoff pursuant to this Agreement. If a Third Appointment with Tenure is granted it shall begin on July 1 following the completion of the Second Appointment. The Third Appointment with Tenure shall be at the rank of Associate Professor.

**16.06 Required Standard for Tenure**

- (A) The required standard for the granting of a Third Appointment with Tenure to a faculty member is a high level of overall achievement in the faculty member's responsibilities pursuant to Clause 13.01, achieving at least a good level in each of the three areas of responsibility: teaching, Professional and/or Scholarly Activity, and Service to the University. Overall achievement shall be determined by considering the faculty member's record in these three areas of responsibility, balancing different levels of achievement in these areas.
- (B) The required standard for the granting of a Third Appointment with Tenure to a librarian is a high level of overall achievement in the librarian's responsibilities pursuant to Clause 13.13, achieving at least a good level in each of their areas of responsibility. Overall achievement shall be determined by considering the librarian's record in these areas of responsibility, balancing different levels of achievement in these areas.

**16.07 Review Procedure**

- (A) The Vice-President, Academic and Research shall, by July 15 of the year in which the review is to take place:
  - (i) notify, in writing, all employees eligible for a Second or a Third Appointment that a review by the Review Committee will occur, stating in the notification a description of review procedures and timetable, and requesting by October 1:
    - (a) a detailed updated curriculum vitae, a statement of research interests and a detailed summary of Service to the University;
    - (b) student evaluations and any other evidence of teaching effectiveness which the employee considers relevant; and
    - (c) other evidence and/or supporting documentation which the employee may consider relevant.
  - (ii) arrange for the formation of a Review Committee required pursuant to Clause 16.07 (B); and
  - (iii) contact the Division Chair, or in the case of a librarian, the Vice-President, Academic and Research, requesting that he/she submit a written report which considers the Professional and/or Scholarly Activity, Service to the University and teaching performance and/or librarianship of the employee. In preparing the report, the Division Chair or in the case of a librarian, the Vice-President, Academic and Research, shall solicit written comments from Regular Full-Time and Regular Pro-Rated employees in the Division or Library. The Division Chair/Vice-President, Academic and Research shall submit a written report which accurately summarizes the professional observations of the faculty/librarians in the Division or Library. Written comments from members of the Division/Library shall be attached to the Division Chair/Vice-President, Academic and Research's report, and anonymous comments and hearsay shall be excluded.

He/she shall submit this report to the Vice-President, Academic and Research by November 1, who shall copy it to the employee. The employee may respond in writing to the Review Committee. Both the Division Chair/Vice-President, Academic

and Research's report and any response shall become part of the employee's Official Personal File.

- (B) (i) A Review Committee for Regular Full-Time and Regular Pro-Rated faculty shall consist of three (3) standing members: the Vice-President, Academic and Research, or designate appointed by the President, and two (2) employees with at least the rank of Associate Professor or Librarian III, elected by the Faculty Forum.

In addition there shall be for each individual faculty member's review: one (1) faculty member, elected by and from the Regular Full-Time and Regular Pro-Rated faculty in the Division of the faculty member being reviewed; and a Division Chair, other than the faculty member's supervisor, appointed by rotation.

- (ii) A Review Committee for librarians shall consist of the Vice-President, Academic and Research, one (1) Division Chair, appointed by rotation, one professional librarian, and two (2) faculty members with at least the rank of Associate Professor, each from a different Division elected by the Faculty Forum.
- (iii) A Chairperson of the Review Committee shall be elected from among the Committee members.

- (C) (i) In the case of an employee eligible for a Second Appointment, external reviewers may be identified upon the request of a majority of the Review Committee members. If requested by the Review Committee, the employee shall identify three (3) external reviewers and the Review Committee, in consultation with the Division Chair, or with the Vice-President, Academic and Research in the case of the Library, shall identify three (3) external reviewers knowledgeable in the employee's discipline. The employee and the Review Committee shall each have the right to strike one (1) name from the other's list. Upon final selection of the four (4) external reviewers, the employee and the Chair of the Committee shall confirm in writing the list of reviewers. The confirmation shall be included in the candidate's Official Personal File.

Should the Review Committee request external reviewers, the reviewers will be asked to provide a review no later than January 31. The Vice-President, Academic and Research shall provide a copy of their review letters to the employee and for placement in the employee's Official Personal File. No later than March 1, the Chair of the Review Committee will forward the report of the Review Committee to the Vice-President, Academic and Research who will forward a copy to the employee. Within ten (10) days of the receipt of the report, the employee may send a written response to the Vice-President, Academic and Research. The report of the Review Committee and response from the employee, if any, shall be included in the employee's Official Personal File.

- (ii) In the case of an employee eligible for a Third Appointment with Tenure, the employee shall identify three (3) external reviewers, and the Review Committee, in consultation with the Division Chair, or Vice-President, Academic and Research in the case of the Library, shall identify three (3) external reviewers knowledgeable in the employee's discipline. The employee and the Committee shall each have the right to strike one (1) name from the other's list. Upon final selection of the four (4) external reviewers, the employee and the Chair of the Committee shall confirm

in writing the list of reviewers. The confirmation shall be included in the candidate's Official Personal File.

- (iii) The employee shall have five (5) days to submit to the Committee reasons why reviews should not be solicited from person(s) on the Committee's list. The Office of Academic and Research shall contact the reviewers to ascertain willingness to act as a reviewer. Upon their agreement, the Vice-President, Academic and Research shall solicit reviews from the list of reviewers advising them that their assessments will not be kept confidential. The reviewers shall be provided with a detailed curriculum vitae. Reviewers will be asked to provide the review no later than January 31. The Vice-President, Academic and Research shall provide a copy of their review letters to the employee and for placement in the employee's Official Personal File.
  - (iv) If any reviewers decline the request or do not submit a review by January 31, the Vice-President, Academic and Research shall ask the Chair of the Committee and/or the employee to select additional reviewers, maintaining the balance established in Clauses 16.07 (C) (i) and (ii).
- (D)
- (i) The Review Committee shall examine all material pertinent to the employee's teaching/librarianship, Professional and/or Scholarly Activity and Service to the University, as contained in the Official Personal File (Article 21).
  - (ii) The Committee shall also examine additional evidence of teaching performance/librarianship, Professional and/or Scholarly Activity, and Service to the University supplied by the employee. The Committee may interview the employee and/or request from him/her further information.
  - (iii) The Chair or a designated Committee member shall prepare a written report that shall give an assessment of the employee's teaching performance/librarianship, Professional and/or Scholarly Activity and Service to the University. Such report shall give an assessment as determined by the Committee and shall be signed by each member. No later than December 1 in the case of an employee eligible for a Second Appointment and by March 1 in the case of an employee eligible for a Third Appointment, the Chair of the Review Committee will forward the report of the Review Committee to the Vice-President, Academic and Research who will forward a copy to the employee. Within ten (10) days of the receipt of the report, the employee may send a written response to the Vice-President, Academic and Research. The report of the Review Committee and response from the employee, if any, shall be included in the employee's Official Personal File.
- (E)
- (i) The President shall consider the report of the Review Committee, and the employee's reply, if any, as well as material in the employee's Official Personal File before making a recommendation in writing to the Board to grant or not to grant a Second or a Third Appointment with Tenure.
  - (ii) Where the President does not recommend the granting of an appointment, he/she shall make the reasons known in writing to the employee, who shall have ten (10) days within which to respond in writing to the President. After this time, the President shall forward a copy of the Review Committee's report, together with the employee's replies, if any, to the Board.

- (iii) The Board shall decide to grant or not to grant the appointment. A Second Appointment shall be granted at the discretion of the Board. A Third Appointment with Tenure shall be granted by the Board if the Employee meets the required standard as provided in Clause 16.06.
- (iv) In the case of an employee being reviewed for a Second Appointment, the Board shall communicate its decision in writing to the employee, giving reasons for the decision reached, on or before February 1 when no external reviewers have been requested, or April 1 when they have been requested. In the case of an employee being reviewed for a Third Appointment with Tenure, the Board shall communicate its decision in writing to the employee on or before April 1 giving reasons for the decision reached.

**16.08 Termination of Employment**

If, pursuant to this Article, the Board decides not to grant a Third Appointment with Tenure, the employee's appointment at the University shall terminate on June 30 of the following year. However, the Board may, at its discretion, offer to the employee a terminal appointment for an additional period not in excess of one (1) year.

**16.09 Annual Performance Evaluation for Regular Full-Time and Regular Pro-Rated Employees**

**(A) Division Chair's Conference**

- (i) Before May 1 of each year, the Division Chair, or Vice-President, Academic and Research in the case of the Library, shall hold a conference with each employee within the Division/Library who is on a First or Second Appointment. This conference shall address the employee's contribution to the Division/Library, Professional and/or Scholarly Activity and teaching performance/librarianship as appropriate, and Service to the University. The Division Chair or Vice-President, Academic and Research in the case of the Library, shall have access to the employee's Official Personal File. When a faculty member teaches in more than one Division, the conference shall be with the Chair of the Division in which the faculty member has his/her primary teaching responsibilities.
- (ii) The conference may also serve as an opportunity to increase mutual understanding and appreciation of similarities and differences that exist in assigned roles, expectations and outlooks.
- (iii) Within twenty-one (21) days of the conference, the Division Chair, or Vice-President, Academic and Research in the case of the Library, shall prepare a summary report of the conference and present it to the employee for signature and written comment, if any. The employee shall sign the report to indicate that it has been read and may attach written comment. This signed report, with attached comment, if any, shall be forwarded to the Vice-President, Academic and Research for inclusion in the employee's Official Personal File. The Vice President, Academic and Research will send a copy to the employee within fourteen (14) days.

**(B) Performance Monitoring by the Vice-President, Academic and Research**

- (i) On an annual basis the Vice-President, Academic and Research shall monitor the performance of each employee through the review of the following information:
  - (a) Teaching Evaluations [see Clause 16.09 (C)];

- (b) Professional Activities Report [see Clause 13.06 (E)];
  - (c) the report of the Division Chair, or the Vice-President, Academic and Research in the case of a Librarian, for employees on Initial and Second Appointments [see Clause 16.09 (A)]; and
  - (d) documents contained in the employee's Official Personal File.
- (ii) For Employees on Initial and Second Appointments:
- (a) The Vice-President, Academic and Research in consultation with the Division Chair, or Vice-President, Academic and Research in the case of Librarians, shall prepare a report, which shall be sent to the employee for written comment. The report together with any written comments, shall be included in the employee's Official Personal File. Copies shall be sent to the employee.
  - (b) If performance monitoring as provided in Clause 16.09 (B) (i) indicates an unsatisfactory level of performance in any one of the employee's areas of responsibility pursuant to Article 13 which can be reasonably surmised to impact seriously on the employee's overall performance, the Vice-President, Academic and Research shall convene a meeting with the employee, at a mutually agreeable time before July 1 to discuss the employee's performance. Within fourteen (14) days, the Vice-President, Academic and Research shall prepare a summary report of the meeting and present it to the employee. The employee shall sign the report to indicate that it has been read and may attach written comment. The signed report, with attached comment, if any, shall be placed in the employee's Official Personal File. A copy shall be sent to the employee within seven (7) days.
- (iii) For Employees on Third Appointments with Tenure:
- If performance monitoring as provided in Clause 16.09 (B) (i) indicates an unsatisfactory level of performance in any one of the employee's areas of responsibility pursuant to Article 13 which can be reasonably surmised to impact seriously on the employee's overall performance, the Vice-President, Academic and Research may convene a meeting with the employee to discuss the employee's performance at a mutually agreeable time before June 1. Within fourteen (14) days, the Vice-President, Academic and Research shall prepare a summary report of the meeting and present it to the employee. The employee shall sign the report to indicate that it has been read and may attach written comment. This signed report, with attached comment, if any, shall be placed in the employee's Official Personal File. A copy shall be sent to the employee within seven (7) days.

(C) **Teaching Evaluations**

- (i) Every semester, the University shall distribute in each course a standard form approved by the Teaching Evaluation Form Committee.
- (ii) The Committee shall be composed of:
  - (a) one (1) student appointed by the Student Union;
  - (b) two (2) employees appointed by the Union; and

(c) the Vice-President, Academic and Research.

The Committee shall elect a Chairperson and establish its own operating procedures.

(iii) The Committee shall:

(a) monitor the effectiveness of the form as published in Appendix "D";

(b) revise the form as required; and

(c) arrange for the administration of the form and the compilation of the results.

(iv) The Employer shall make support services available to the Committee to facilitate its tasks.

(v) The teaching evaluation form shall consist of at least two sections. The results of Section I shall be aggregated, and shall be placed in the employee's Official Personal File. Section II shall be expressly designated as providing information for the use of the faculty member, and shall not be part of the compiled results, but shall be forwarded to the faculty member concerned.

(vi) The forms shall be distributed to the faculty members at least one (1) month before the end of the semester.

(vii) Faculty shall arrange for the distribution and collection of the forms and for their return to the Office of the Vice-President, Academic and Research no later than the last day of the semester.

(viii) Notwithstanding the foregoing, the parties agree to conduct a pilot study on using online course evaluations as set out in the Letter of Agreement No. 4.

**(D) Classroom Visits**

(i) In assessing a faculty member's teaching performance the Vice-President, Academic and Research may arrange for classroom visits by an assessor who is a faculty member of Associate rank or higher, and has been chosen with the agreement of the faculty member concerned.

(ii) The purpose of the visits is to assess and report on the faculty member's teaching performance and the assessor may offer suggestions to assist the member in improving teaching performance. Such suggestions, if any, are to be given to the faculty member at an appropriate time subsequent to the visits. Assessors shall arrange with the faculty member concerned a convenient time for the visits.

(iii) The assessor shall prepare a brief report on the classroom visits, which shall be forwarded to the faculty member. The employee shall sign the report to indicate that it has been read and may attach written comment. This signed report, with attached comment if any, shall be placed in the faculty member's Official Personal File.

**16.10 Change to Appointment**

(A) The Board may offer an employee on a fifty percent (50%) Regular Pro-Rated Appointment a Two-Thirds-Time (2/3) Regular Pro-Rated Appointment or a Regular Full-Time Appointment; or may offer an employee on a Two-Thirds-Time (2/3) Regular Pro-Rated

Appointment a Regular Full-Time Appointment. The Employer shall forward a copy of the increased appointment agreement to the Union.

- (B) The Board will consider on a case-by-case basis requests for a change in appointment from Regular Full-Time to Regular Pro-Rated. The Employer shall forward a copy of any such agreement to the Union.

**16.11 Research Fellows**

- (A) The Board may appoint as a NSCAD Research Fellow, a person not currently a University employee and who would be fully supported by external funding.
- (B) A Research Fellow shall not be a member of the Bargaining Unit, nor be covered by the Collective Agreement with the exception of this Clause and Articles:
  - 6 – No Discrimination,
  - 8 – Academic Freedom and Responsibility,
  - 13 – Rights Duties and Responsibilities of Faculty Members (as appropriate).
  - 20 – Grievance and Arbitration, (but only insofar as a grievance or arbitration is to enforce the provisions of this Article),
  - 21 – Official Personal Files,
  - 27 – Copyrights and Patents,
  - 29 – Sexual Harassment, and
  - 38 – Technology.
- (C) A Research Fellow shall be entitled to reasonable use of University services.
- (D) With the approval of the Vice-President, Academic and Research and the Committee on Status and Affairs, a Research Fellow may be given the opportunity to supervise graduate students and shall be remunerated in accordance with Clause 32.10 (C).
- (E) A Research Fellow may be offered an Individual Course Appointment(s) in accordance with Article 36.
- (F) A Research Fellow shall not vote in Division meetings or participate in the academic governance of the University.
- (G) Notice in writing of such appointments shall be given to the Union.

**16.12 Adjunct Faculty**

- (A) The purpose of an Adjunct Faculty appointment is to allow a highly qualified and professionally distinguished individual who works outside the University to contribute to University programs by accepting an appointment to teach or to supervise undergraduate or graduate students.
- (B) **Procedure for the Appointment of Adjunct Faculty**
  - (i) A recommendation to the President for an Adjunct Faculty appointment shall be made by the Vice-President, Academic and Research after consultation with the Division Chair and/or Graduate Program Director.
  - (ii) Such a recommendation shall be accompanied by:

- a) a rationale regarding the individual's potential contribution to the University;
  - b) a statement regarding the candidate's distinction in his/her field of study;
  - c) a description of the candidate's proposed activities; and
  - d) a suggested term for the appointment.
- (iii) The recommendation of the Vice-President, Academic and Research shall require the approval of the President.
  - (iv) The designation of Adjunct Faculty carries no implication with respect to salary or Faculty status except as defined under this Article.

(C) **Teaching and Undergraduate/Graduate Supervision by Adjunct Faculty**

- (i) Teaching and graduate student supervision assignments will be made by the Vice-President, Academic and Research after consultation with the Division Chair and/or Graduate Program Director in accordance with the provisions of Clause 16.13.
- (ii) Adjunct Faculty who teach courses shall be remunerated according to the RPT Level 2 Salary Grid in Appendix "K".
- (iii) Adjunct Faculty who supervise graduate/undergraduate students shall be remunerated in accordance with Article 32.10 (C).
- (iv) Adjunct Faculty teaching and supervision assignments shall not count towards Regular Part-Time Faculty eligibility.

(D) **Terms of Appointment and Appointment Renewals for Adjunct Faculty**

- (i) Adjunct Faculty appointments shall be for a maximum of three years.
- (ii) Adjunct Faculty appointments may be renewed. Such renewals shall be made by the President, following a review and recommendation from the Vice-President, Academic and Research.
- (iii) Adjunct Faculty are not members of the Bargaining Unit, and are not covered by this Collective Agreement except for Clause 16.12 and the following Articles:
  - 6 – No Discrimination,
  - 8 – Academic Freedom and Responsibility,
  - 13 – Rights Duties and Responsibilities of Faculty Members (as appropriate),
  - 20 – Grievance and Arbitration, (but only insofar as a grievance or arbitration is to enforce the provisions of Clause 16.12),
  - 21 – Official Personal Files,
  - 27 – Copyrights and Patents
  - 29 – Sexual Harassment, and
  - 38 – Technology.

- (E) Adjunct Faculty shall not vote in Division meetings or participate in the academic governance of the University.
- (F) Copies of Adjunct Faculty Letters of Appointment shall be given to the Union.

16.13 **Approval of Regular Part-Time Faculty, Research Fellows and Adjunct Faculty for Teaching and Supervisory Responsibilities within a Graduate Program**

Regular Part-Time faculty members, Research Fellows and Adjunct Faculty may be assigned teaching and independent study supervisions, research supervisions and studio supervisions through the following procedures:

- (A) Recommendations to the Committee on Status and Affairs for approval of instructors and supervisors of graduate students shall be made by the Vice-President, Academic and Research in consultation with the appropriate Division Chair and the Director of a Graduate Program;
- (B) The Committee on Status and Affairs shall consider such recommendations in accordance with the following criteria:

Criteria for Appointment to Graduate Student Supervision:

- (i) Supervision of graduate students is limited to no more than two at any one time,
- (ii) Appointee will be professionally active in an area relevant to the student's research,
- (iii) Appointee will hold a degree equivalent to or higher than that for which the student is a candidate, and
- (iv) Adjunct Faculty, Research Fellows and Regular Part-Time Faculty may serve as instructors and advisors in Graduate Studio, MFA Seminar and other graduate level credit courses. They may also serve as members of MFA Review Committees. In the MFA program, only Full-Time faculty may serve as Program Advisors. In the MDES program, Pro-Rated and Full-Time faculty may serve as Thesis Project Advisors.

Criteria for Appointment to Teach Graduate Courses:

- (i) Appointee will be professionally active in area of course subject matter;
- (ii) Appointee will hold a minimum of a Master's degree.
- (C) The Chair of the Committee on Status and Affairs shall forward the Committee's recommendation with a report which explains the recommendation with respect to the stated criteria to the Vice-President, Academic and Research.
- (D) The Vice-President, Academic and Research shall make a final decision and convey that decision to the Division Chair and the candidate.
- (E) Final approval by the Vice-President, Academic and Research does not imply any obligation on the Employer to hire the approved candidates, but when approved candidates are hired, remuneration shall be in keeping with the individual's status as Regular Part-Time Faculty, Research Fellow or Adjunct Faculty and the provisions of the Collective Agreement.

## **ARTICLE 17 - RESIGNATION**

- 17.01 An employee may resign voluntarily at any time on six (6) months written notice, normally to take effect on June 30 or December 31.

## **ARTICLE 18 - RETIREMENT**

- 18.01 (A) Employees may retire after the age of fifty-five (55) years.
- (B) Notice of retirement should normally be given to the Vice-President, Academic and Research nine (9) months prior to the planned retirement date.
- (C) An employee on a Full-Time appointment may opt to teach half-time for one (1) pre-retirement transitional period. The employee may teach for a half-year at full salary or a full year at half salary. For the purposes of this Clause, "salary" shall mean the employee's pre-transition full-time salary. The employee shall be entitled to Pension benefits for this period.
- (D) Employees may be eligible for Flexible Retirement as described in Article 41.
- 18.02 Retired Full-Time and Pro-Rated employees shall be entitled to continue participation in NSCAD University's health and dental plans until the age of sixty-five (65) years.
- 18.03 Retirements shall take effect on December 31 or June 30 and employees shall provide the Board with appropriate notice.
- 18.04 The Board may consider offering a retired employee up to two (2) Half-Day Courses per year to be remunerated at the Regular Part-Time Level 3 rate for each of the courses. The terms and conditions of such employment shall be consistent with this Agreement.
- 18.05 Subject to priorities and availability, the Board may permit retired Full-Time and Pro-Rated employees to make reasonable use of University facilities.
- 18.06 The Board may grant the rank of Professor Emeritus to an employee who retires after twenty (20) years of service. Subject to priorities and availability, the Board shall provide Professors Emeritus with office or studio space, and with reasonable access to support services.

## **ARTICLE 19 - DISCIPLINARY ACTIONS AND PROCEDURES**

### **19.01 Application**

This article shall apply only to cases of disciplinary action up to and including dismissal and shall not apply to matters of performance dealt with under Article 16.

### **19.02 Burden and Standard of Proof**

If the Board dismisses, suspends or otherwise disciplines an employee, the Board shall have the burden of proof established according to arbitral jurisprudence. No employee shall be dismissed, suspended or otherwise disciplined by the Board except for just cause.

### **19.03 Disciplinary Notice/Warning/Suspension**

- (A) Without limiting the Board's right to take disciplinary action (up to and including dismissal as the circumstances may warrant), the Employer shall notify an employee of any expression of dissatisfaction within thirty (30) days of the event giving rise to the complaint. This notice shall be in writing and shall include particulars which led to such dissatisfaction and, if appropriate, may suggest measures to remedy the problem indicated. If the nature of the problem is one that may lead to dismissal or other disciplinary action if unremedied, the Employer shall include such a warning in the notice.
- (B) Suspensions shall normally not exceed one (1) month but in any event shall not exceed three (3) months.

#### 19.04 **Procedure**

- (A) When the President is satisfied that there is cause to justify a recommendation to the Board that an employee be suspended or dismissed, the President shall notify the employee of a meeting to be held among the President, the Vice-President, Academic and Research and, if desired, an advisor of the employee's choice. This notice shall inform the employee of the purpose of the meeting and of the general nature of the allegations against him/her.
- (B) If within ten (10) days of the meeting referred to in Clause 19.04 (A) the matter is not resolved and the President is still of the view that a recommendation of suspension or dismissal should be made to the Board, he/she shall so inform the employee in writing including the reasons for the recommendation. Such reasons shall be in sufficient detail to enable the employee to make a reply, in writing, if he/she wishes to do so.

#### 19.05 **Grievance and Arbitration**

- (A) If, on the recommendation of the President, the Board decides to suspend or dismiss an employee and a grievance is filed against such action, the grievance shall commence at Step II of the grievance procedures. If after conclusion of the grievance procedure such grievance is submitted to arbitration, the parties shall endeavour to expedite processing of the case so that the arbitration decision is rendered within three (3) months after the date of the suspension or dismissal.
- (B) An employee whose dismissal is grieved shall continue to receive salary and benefits until the earlier of the rendering of the arbitration decision or three (3) months after the date of dismissal.

#### 19.06 **Disciplinary Records**

- (A) When no discipline is imposed after disciplinary proceedings have been initiated or if disciplinary action is set aside following grievance or arbitration, no records of such proceedings or action shall be placed in or remain in an employee's Official Personal File.
- (B) All records of disciplinary notices, warnings or suspensions shall be removed from the employee's Official Personal File after four (4) years have elapsed without further disciplinary action having been imposed.

#### 19.07 **Crossing of Picket Lines**

Employees shall have the right to refuse to perform the work of striking/locked out persons employed in other Bargaining Units of NSCAD University. Subject to its other rights in such circumstances, the Employer agrees that it shall not take disciplinary action against an employee for

refusing to cross a legal picket line of persons employed in other Bargaining Units at NSCAD University.

## **ARTICLE 20 - GRIEVANCE AND ARBITRATION**

- 20.01 A grievance is any dispute or difference that arises between the Parties relating to the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- 20.02 The parties agree to use every reasonable effort to encourage informal, amicable, and prompt settlement of grievances.
- 20.03 The Union shall have carriage of all grievances. The Employer shall deal only with the Union with respect to a grievance. A representative of the Union shall be present at all stages of the formal complaint, grievance, and arbitration.
- 20.04 **Types of Grievances**
- (A) An Individual Grievance is a grievance initiated by the Union on behalf of an individual employee.
  - (B) A Group Grievance is a grievance initiated by the Union on behalf of a group of employees similarly affected by the Employer's actions.
  - (C) A Policy Grievance is a grievance by the Union which may involve a matter of general policy or general application of the Collective Agreement.
  - (D) A Union Grievance is a grievance which directly affects the Union.
  - (E) An Employer Grievance is a grievance initiated by the Employer.

### **Individual Grievance and Group Grievance**

The Union shall initiate an Individual Grievance or a Group Grievance at Step I of the grievance procedure with the exception of grievances involving the application of discipline or dismissal, which shall be initiated at Step II. The Employer shall not penalize an employee on whose behalf the Union has filed a grievance. All references in the following to the Vice-President, Academic and Research or President shall, for the purposes of this Article only, include designates of each of them from time to time.

#### **Step I**

A grievance shall be filed in writing by the Union with the Vice-President, Academic and Research, by completing the Grievance Form attached as Appendix "B" to this Agreement, within twenty-five (25) days of the date upon which the Union knew or ought to have known of the events giving rise to the grievance.

Within ten (10) days following receipt of the grievance, the Vice-President, Academic and Research shall meet with the Union's representative(s) to attempt to resolve the grievance. The Vice-President, Academic and Research may also be accompanied by another administrator. The Vice-President, Academic and Research shall, within five (5) days of the meeting, give a reply in writing to the Union.

#### **Step II**

If the grievance is not resolved in Step I or if the Vice-President, Academic and Research fails to respond within fifteen (15) days of receipt of the grievance, the Union may within a further twenty (20) days submit the grievance to the President. Grievances initiated at Step II shall be initiated within twenty-five (25) days of the date upon which the Union knew or ought to have known of the events giving rise to the grievance.

Within ten (10) days following receipt of the grievance, the President shall meet with the Union's representative(s) to attempt to resolve the grievance. The President may be accompanied by a representative. The President shall, within five (5) days of the meeting, give a reply in writing to the Union.

### **Step III**

If the foregoing procedure does not resolve the grievance, the grievor may submit the matter to arbitration pursuant to Clause 20.11.

#### **20.06 Union Grievance and Policy Grievance**

The Union may file a Union Grievance or a Policy Grievance, as defined in Clause 20.04, by forwarding a grievance in writing to the President within twenty-five (25) days of the date upon which the Union knew or ought to have known of the events giving rise to the grievance. Within ten (10) days following receipt of the grievance, the President shall meet the Union's representative(s) to attempt to resolve the grievance. The President shall, within five (5) days of the meeting, give a reply in writing to the Union. If the grievance is not resolved according to this procedure, the Union may submit the matter to arbitration pursuant to Clause 20.11.

#### **20.07 Employer Grievance**

The Employer may file an Employer Grievance by forwarding a grievance in writing to the President of the Union within twenty-five (25) days of the date upon which the Employer knew or ought to have known of the events giving rise to the grievance. Within ten (10) days following receipt of the grievance, the President of the Union shall meet with the Employer's representative(s) to attempt to resolve the grievance. The Union President may be accompanied by a representative. The President of the Union shall within five (5) days of the meeting, give a reply in writing to the Employer. If the grievance is not resolved according to this procedure, the Employer may submit the matter to arbitration pursuant to Clause 20.11.

#### **20.08 Time Limits**

Any step or time limit in this Article may be altered with the written consent of both parties.

#### **20.09 Technical Irregularities**

No technical violation or irregularity, including violations of the time limits, in the grievance and arbitration process shall prevent the substance of a grievance being heard and judged on its merits, nor shall it affect the jurisdiction of the arbitrator unless there is a prejudice to either party.

#### **20.10 Documentation and Correspondence**

The Employer and the Union shall provide to the other, upon written request, copies of documents relevant to a grievance; and

All correspondence pursuant to this Article shall be delivered by double registered mail or receipted delivery.

#### **20.11 Arbitration**

- (A) Unless otherwise agreed, the parties agree to use a Sole Arbitrator for grievances relating to all Articles in this Collective Agreement except those listed in Clause 20.11 (E) (i).
- (B) Subject to Clause 20.09, no matter may be submitted to arbitration unless the grievance has been carried through all the steps of the grievance procedure. Subject to Clause 20.11 (D), a grievor wishing to refer a grievance to arbitration shall, within and not later than fifteen (15) days of the day on which the grievor received the reply to the grievance at the conclusion of the grievance procedure, give to the other party written notice of intention to arbitrate, and its suggestion of a sole arbitrator chosen from the list below:
1. Bruce Outhouse
  2. John MacPherson
  3. Terry L. Roane
  4. Susan Ashley
  5. Lorraine Lafferty
  6. Gus Richardson
- (C) The party receiving notice of intention to arbitrate shall, within and not later than ten (10) days of the receipt of such notice, advise the other party its agreement to the named Sole Arbitrator or provide an alternate suggestion of Sole Arbitrator from the list provided in 20.11 (B).
- (D) Should the parties be unable to agree on a Sole Arbitrator, then the next Arbitrator in rotation commencing from the top of the list provided in 20.11 (B) shall be appointed.
- (E) (i) Notwithstanding Clause 20.11 (A) either party shall have the right to refer, at its option, a grievance filed in relation to an "Affected Article" to a three-person Arbitration Board. The Affected Articles are:
- |             |  |
|-------------|--|
| Clause 4.02 | Management Rights – in relation to matters not specifically addressed in this Collective Agreement |
| Article 13  | Guidelines for Clause 13.03 (D) (iv)   |
| Article 15  | Ranks  |
| Article 16  | Appointments   |
| Article 19  | Disciplinary Actions and Procedures  |
| Article 22  | Sabbatical Leaves  |
| Article 25  | Exigency and Layoff  |
| Article 38  | Technology   |
- (ii) A party exercising such right shall within and not later than fifteen (15) days of the day on which the grievor received the reply to the grievance at the conclusion of the grievance procedure, or within five (5) days of receiving the notice that the grievor is taking the matter to arbitration, give the other party written notice of intention to take the matter to a three person Arbitration Board, and nominate its nominee to the Arbitration Board. The party receiving such notice shall, within and not later than five (5) days of the receipt of such notice, advise the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so appointed shall

within seven (7) days of the appointment of the latter of them, attempt to agree on a third person as Chairperson. In the event that the nominees are unable to agree upon a Chairperson, they shall attempt to agree on a Chairperson from the list provided in Clause 20.11 (B).

(iii) Should the nominees be unable to agree upon a Chairperson from that list, the next arbitrator in rotation (from the list provided in 20.11(B)) shall be the Chairperson, commencing from the top of the list.

(F) Each party shall pay one-half of the fees and expenses of the Sole Arbitrator, or shall pay the fees and expenses of their nominee, and one-half of the fees and expenses of the Chairperson of the Arbitration Board in accordance with Section 41 of the Trade Union Act.

20.12 The decision of the Sole Arbitrator, or the majority of the Arbitration Board, shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Arbitration Board. The decision of the Sole Arbitrator or the Arbitration Board shall be final and binding on the parties.

20.13 The Sole Arbitrator or Arbitration Board shall:

- (A) determine its own procedures but shall give all parties full opportunity to present evidence and to make representations to it;
- (B) confine itself to the grievance submitted to arbitration and shall not determine any other issue(s) except that the Arbitration Board shall have the power to determine whether any particular grievance is arbitrable;
- (C) not alter, add to, amend or modify any of the provisions of this Agreement;
- (D) where it determined that there is just cause for discipline or discharge, substitute any other penalty for the penalty imposed if, in its opinion, it is just and reasonable to do so and if this Agreement does not contain a specific penalty for the infraction that is the subject of the arbitration;
- (E) have the power to award compensation, but only to the extent of the actual monetary loss; and
- (F) render a decision as soon as reasonably possible.

#### **ARTICLE 21 - OFFICIAL PERSONAL FILES**

21.01 (A) There shall be one Official Personal File for each employee, to be used in decisions respecting the terms and conditions of employment of that employee.

(B) The Employer and the Union agree that the use of personal information will be limited to that which is required to administer terms and conditions of employment and/or Union membership. The parties agree not to disclose personal information to third parties except where required by law or administration of employment or Union business, and to maintain security of personal information.

21.02 The Official Personal File shall be kept secure in the Office of the Vice-President, Academic and Research.

21.03 Any employee shall have the right of reasonably private and timely access to examine his/her Official Personal File during normal business hours. No original material from an Official Personal File shall be

taken from the Office of the Vice-President, Academic and Research nor be examined without the presence of an administrative designate.

- 21.04 An employee shall, upon request, receive one (1) copy of any document(s) from his/her Official Personal File prepared at the Employer's expense.
- 21.05 Only documents relating to the employment of an employee shall be placed in the Official Personal File. No anonymous documents shall be included other than the aggregated results of the Instructional Assessment Form [Clause 16.09 (C)].
- 21.06 Upon written request by the employee, the Vice-President, Academic and Research shall immediately remove from the employee's file information/commentary which is shown to be false.
- 21.07 In preparing documents that are to go in an employee's Official Personal File, the Employer and employee shall not include hearsay. Moreover, both parties shall make every effort to avoid the inclusion of misleading information/commentary.
- 21.08 An employee may include in his/her Official Personal File any written comments relating to the accuracy, relevancy, or meaning of any of the contents of his/her file, including any comments the employee wishes to make about the significance of any information or commentary in his/her file.
- 21.09 When the Chairperson of a committee established to make recommendations upon the terms and conditions of employment of an employee requests materials included in the Official Personal File of an employee, the Vice-President, Academic and Research shall have them copied and given to the appropriate committee.
- 21.10 No documentation recording grievance applications or the proceedings of grievance hearings shall be included in an employee's Official Personal File.
- 21.11 When materials, not otherwise copied to the employee, are placed into the employee's Official Personal File, the employee shall be notified in writing contemporaneously.
- 21.12 All material added to an employee's Official Personal File shall be dated and show the date of its inclusion in the file.

## **ARTICLE 22 - SABBATICAL LEAVE**

- 22.01 Sabbatical leave is a period of time to which Regular Full-Time, and Regular Pro-Rated employees are entitled for the purpose of undertaking Professional and/or Scholarly Activities which will contribute to the individual's professional and/or scholarly competence in his/her employment capacity and thereby benefit the University.
- 22.02 **Eligibility**
  - (A) (i) After a period of six (6) years of Service to the University during a period of continuous employment, an employee included in Clause 22.01 is eligible for an initial Sabbatical Leave for a period of twelve (12) months.
  - (ii) Following an initial Sabbatical Leave, an employee included in Clause 22.01 is eligible for further periods of Sabbatical Leave of six (6) months duration after three (3) years of service during a period of continuous employment or of twelve (12) months duration after six (6) years of service during a period of continuous employment.

- (iii) At the time of application, employees eligible for a twelve (12) month Sabbatical Leave may elect to receive instead a six (6) month Sabbatical Leave with the salary provided in Clause 22.06 (A).
- (B) Subject to Clauses 22.02 (C) and (D), the period of service shall be calculated from the later of:
  - (i) the date of appointment; or
  - (ii) the concluding date of the last Sabbatical Leave.
- (C) Up to two (2) years of service (counted toward accrued eligibility for Sabbatical Leave) may be accumulated beyond the amount of eligibility used by a Sabbatical Leave and credited in calculating eligibility for a later Sabbatical Leave.
- (D) The period of service shall not include that period of any Political Service Leave, Long Term Disability Leave or other leaves without pay (except for Parental Leave), or any combination thereof, which is in excess of a total of twenty-six (26) weeks. For example, if a leave(s) exceeds a total of twenty-six (26) weeks, the first twenty-six (26) weeks will count. The period of service shall not normally include a Special Leave or alternate unpaid leaves.

22.03 The conditions of the leave shall be:

- (A) the employee who plans to travel during the Sabbatical Leave shall provide the Office of Academic and Research with contact information prior to the leave and inform the Office of any changes;
- (B) the employee shall return to the University at the expiry of the leave for a period equivalent to the length of the Sabbatical Leave except in the case of an employee who is granted a Sabbatical Leave in the year at the end of which he/she is expected to retire;
- (C) the employee shall submit a detailed written report of the activities undertaken to the Vice-President, Academic and Research no more than three (3) months following the expiry of the Sabbatical Leave. Such report shall provide information such as a summary of research, exhibitions, residencies completed, publications submitted and/or accepted, or other Professional and/or Scholarly Activities completed during the Sabbatical Leave;
- (D) the employee's subsequent application for Sabbatical Leave will not be considered until the conditions of Clauses 22.03 (B) and (C) are met;
- (E) the employee accepts an ongoing obligation to advise the Vice-President, Academic and Research in writing of all external salary support;
- (F) the application for Sabbatical Leave and the report shall form part of the employee's Official Personal File.

22.04 **Applications**

Applications are available from the Office of the Vice-President, Academic and Research. Completed applications for Sabbatical Leave shall be delivered to the Office of Academic and Research by October 1. Sabbatical leaves will commence on July 1, nine (9) months after the application deadline or January 1, fifteen (15) months after the application deadline. The application shall include the following:

- (A) a statement of length of service and dates of any prior Sabbatical Leaves taken. The applicant shall ensure that an up-to-date curriculum vitae is available as part of the application or is in the employee's Official Personal File;
- (B) a detailed description of the nature and location of activities to be undertaken during the Sabbatical Leave, such as a summary of research, professional activities, exhibitions, residencies, publications or other proposals in progress at the time of application;
- (C) a description of the anticipated contribution to professional and/or scholarly competence as referred to in Clause 22.01; and
- (D) other relevant information supplied by the applicant.

## 22.05 **Procedure**

- (A) Upon receipt of all applications, the Vice-President, Academic and Research shall forward the application(s), to the Committee on Status and Affairs, which will meet by October 30 to review them. Upon reviewing the application(s) the Committee may request additional information from the applicant(s).
- (B) The Committee shall forward its assessment and recommendation in writing to the President on or before November 15 with a copy to the applicant. In the case of a negative recommendation, the Committee shall state its reasons.
- (C) For the purposes of this Article, the Library shall be deemed equivalent to a Teaching Unit and the term "Division Chair" shall be deemed to include the Vice-President, Academic and Research as Supervisor for the Library.

If the Committee on Status and Affairs has recommended that more than one Sabbatical Leave be granted from the Library or from any Teaching Unit, or as a result of deferral(s), more than one employee from the Library or from any Teaching Unit is scheduled for Sabbatical Leave, the following shall apply:

- (i) unless otherwise necessitated as per Article 22.05 (F) (iv) no more than one (1) Full-Time or Pro-Rated employee from any one Teaching Unit or the Library shall be on Sabbatical Leave at the same time;
- (ii) if, in any year, two (2) or more individuals from the same Teaching Unit or the Library have applied for Sabbatical Leave during the same semester, the Vice-President, Academic and Research shall direct the Division Chair, or Vice-President, Academic and Research in the case of the Library, to meet with the members of the Teaching Unit or Library. This meeting shall take place no later than December 1;
- (iii) the purpose of the meeting shall be to resolve collegially a schedule of Sabbatical Leaves and to ensure that the needs of the Teaching Unit/Library are met during periods of such leave. The Division Chair, or Vice-President, Academic and Research in the case of the Library, shall, by December 15, forward to the Vice-President, Academic and Research a written report which includes a resolution on the Sabbatical Leave schedule; and
- (iv) if collegial resolution is not achieved, the Vice-President, Academic and Research shall determine the sabbatical schedule considering the following:
  - (a) prior deferrals, if any;

- (b) accruals, if any; and
  - (c) the needs of the Teaching Unit/Library, determined in consultation with the Division Chair or Vice-President, Academic and Research in the case of the Library.
- (D) The Vice-President, Academic and Research may ask the applicant's Division Chair, or Chair of the Art History and Critical Studies Division, in the case of the Library, for a statement commenting on the impact of the Sabbatical Leave on the program requirements of the Division. A copy of this statement shall be forwarded to the applicant by the Division Chair.
- (E) The President shall review the recommendation of the Committee on Status and Affairs, and the Division Chair's report, if any, the scheduling recommendations of the Vice-President, Academic and Research, if any, and shall no later than March 1 notify the applicant in writing of the President's decision on the granting of the Sabbatical Leave. If an approved Sabbatical Leave is deferred, it shall be done in accordance with Article 22.05 (F).
- (F) **Sabbatical Leave Deferment**
  - (i) The President may defer the commencement of the Sabbatical Leave for a period of up to twelve (12) months if it can be demonstrated that program or personnel reasons so require.
  - (ii) In exceptional circumstances, such as but not limited to an untimely resignation of a colleague, notice of deferral, as provided in Clause 22.05 (E), may take place later than March 15 with the agreement of the deferred employee.
  - (iii) Under exceptional circumstances an employee granted a Sabbatical Leave may, by April 1, submit a request in writing to the appropriate Division Chair or, in the case of the Library, to the Vice-President, Academic and Research, to defer for one year. Such deferral may be granted only once.
  - (iv) No employee who is granted a Sabbatical Leave may be deferred by the Employer more than once.
  - (v) An employee whose Sabbatical Leave has been deferred, as provided in Clauses 22.05 (F) (i) and (ii) shall commence the deferred leave no later than twelve (12) months following the original, and intended, date of the leave. Such deferral shall not prejudice any other members of the Library or Teaching Unit who also may be eligible for Sabbatical Leave.
  - (vi) An employee who is granted a deferral as provided in Clause 22.05 (F) (iii) shall commence the deferred leave no later than twelve (12) months following the original date of the leave, provided that no other member of the Library or Teaching Unit is also eligible for Sabbatical Leave at that time, in which case, the procedure shall be as provided in Clauses 22.05 (C) (ii), (iii) and (iv).

## 22.06 **Salary and Benefits**

- (A) Employees granted a Sabbatical Leave shall be paid in accordance with Clauses 32.05 (E) (i) and (ii).
- (B) When the employee has external salary support from a grant, or similar funding during the Sabbatical Leave and his/her total sabbatical salary and external salary support exceeds one

hundred twenty percent (120%) of his/her normal salary, then the Board shall reduce its support by fifty percent (50%) of the excess.

- (C) Employees on Sabbatical Leave shall be eligible for all salary adjustments and shall receive Professional Development Reimbursement under the provisions of Clause 32.15.
- (D) Insurance plans, the pension plan, and other benefits shall be continued, as if the employee were receiving his/her normal salary and were not on leave.

22.07 Employees on Sabbatical Leave may make use of University facilities and support services.

22.08 The Board shall determine whether or not to appoint a replacement for all or a portion of the period that an employee is on Sabbatical Leave.

## **ARTICLE 23 - OTHER LEAVES**

### **23.01 Sick Leave**

- (A) The Employer shall grant sick leave with full salary and benefits to an employee for the first seventeen (17) weeks of an absence from work resulting from illness or injury.
- (B) In the event of an absence under this Article of three (3) days or less, the employee shall notify his/her Division Chair or in the case of librarians, the Office of Vice-President, Academic and Research. For absences in excess of three (3) days, the employee shall notify the Office of the Vice-President, Academic and Research of the probable duration of the absence. The employee may be required to submit a medical certificate(s) with respect to an absence under this Article.
- (C) An employee who requires time off to attend a dental, physiotherapy, optical or medical appointment shall be granted leave of absence with pay. Except in emergencies, an employee shall attempt to schedule such appointments during non-teaching hours.

### **23.02 Family Bereavement and Compassionate Leave**

- (A) When there is a death of a family member of an employee or his/her spouse, the employee concerned shall be entitled to up to five (5) days of bereavement leave with full salary and benefits. The employee concerned shall notify the Office of the Vice-President, Academic and Research that such leave will be taken. The term "family member" means children, parents, siblings, grandparents, and grandchildren.
- (B) When a family member as defined in Clause 23.02 (A) of an employee or his/her spouse is critically ill, or when similar circumstances necessitate compassionate leave, the employee concerned may arrange, with the approval of the Vice-President, Academic and Research, for compassionate leave of up to five (5) days with full salary and benefits.
- (C) It is recognized that certain emergencies may arise in an employee's personal or family life which may require his/her absence from NSCAD University for a limited period of time. Notice of such emergencies shall be given to the Vice-President, Academic and Research who may authorize paid leave for an appropriate specified time period.
- (D) An extension of paid bereavement or compassionate leave referred to in Clauses 23.02 (A), (B), and (C) may be arranged with the approval of the Vice-President, Academic and Research.

- (E) Employees taking leaves referred to in Clauses 23.02 (A), (B), and (C) are responsible for taking measures to minimize the effects of their absence. Such employees will discuss with the Vice-President, Academic and Research, as soon as possible, alternative arrangements for their teaching and other responsibilities during the absence. Where required, the Vice-President, Academic and Research will ensure that alternative arrangements are made.

**23.03 Special Leaves**

- (A) Special leaves may be granted by the Board upon terms and conditions prescribed by the Board. A special leave shall normally not exceed one (1) year in duration.
- (B) The employee shall normally give six (6) months written notice to the President when requesting a special leave.
- (C) The union shall be advised of the prescribed terms and conditions.

**23.04 Political Service Leave**

Employees elected to full-time political office at the municipal, provincial or federal level shall be entitled to leave without pay. Employees must return to NSCAD University and resume duties at the end of one term of office unless special circumstances require and the Board agrees to extend the leave beyond such term.

**23.05 Court Leave**

Employees shall be entitled to leave of absence with pay if subpoenaed to attend as a witness or as a juror.

**23.06 Pregnancy Leave**

- (A) The Employer shall, at any time from a day sixteen (16) weeks before the specified date of delivery, grant a leave of absence of up to seventeen (17) weeks to a pregnant employee who has been employed by the Employer for six (6) months or longer [to be remunerated in accordance with Clause 23.06 (E)] upon provision of:
  - (i) a certificate by a legally qualified medical practitioner stating that the employee is pregnant and specifying the expected date of delivery; and
  - (ii) written notice of the dates upon which the leave will begin and end.
- (B) The employee shall determine the dates on which the leave begins and ends except that the leave of absence:
  - (i) may not begin more than sixteen (16) weeks prior to the expected date of delivery and not later than the date of delivery; and
  - (ii) may not end less than one (1) week after the date of delivery and not later than seventeen (17) weeks after the pregnancy leave began.
- (C) Where duties of her position cannot reasonably be performed by a pregnant employee, or the performance of the employee's work is materially affected by the pregnancy, the Employer may either:
  - (i) consider a temporary assignment; or
  - (ii) require the employee to commence an unpaid leave of absence.

In either case, the basis for the decision will be a medical certificate provided by a qualified medical practitioner of the employee's choice. Such medical certificate shall indicate the range of duties an employee can or cannot perform.

- (D) The employee shall advise the Vice-President, Academic and Research that she is applying for a pregnancy leave and file the required documents in accordance with the above procedure before the leave arrangements are finalized by the Employer.
- (E) Subject to the terms and conditions of the Supplementary Employment Benefits (S.E.B.) plan, the Employer shall supplement an employee's Employment Insurance Benefits and other earnings for a maximum period of fifteen (15) weeks during the employee's pregnancy leave.
- (F) Before proceeding on pregnancy leave, each employee claiming benefits shall sign an undertaking on a prescribed form that she will return to work at the end of her pregnancy leave, or any authorized extension thereof, and remain in NSCAD University's employ for a period of at least seventeen (17) weeks thereafter. Should an employee fail to return to work or return for a period of less than seventeen (17) weeks, NSCAD University shall review each case on its own merits and may, at its option, require the employee to repay all or part of the benefits received under the S.E.B. Plan.
- (G) When the employee reports for work upon the expiration of the period of leave, she shall resume work in the same position or, if the position has been eliminated, a comparable position to that which she held prior to the commencement of the pregnancy leave at no lower rate of pay and with no loss of seniority and benefits accrued to the commencement of the pregnancy leave.
- (H) Where there is a newborn child and there is continuous hospitalization or death of the mother who is the spouse of an employee of NSCAD University, a period of leave up to seventeen (17) weeks shall be available to the employee under the provisions of Clause 23.06.

#### **23.07 Spousal Leave**

Upon the birth of a child, an employee who is the spouse of the primary care-giver shall be granted special leave with pay and benefits for up to a maximum of five (5) days. Employees must apply in writing for this leave.

#### **23.08 Adoption Leave**

Upon the adoption of a child, an employee who has been employed by the Employer for one (1) year or longer and who is the primary care giver or spouse of the primary care giver shall be granted special leave with pay and benefit for up to a maximum of five (5) days. Employees must apply in writing for this leave.

#### **23.09 Parental Leave**

- (A) The Employer shall grant an unpaid leave of up to fifty-two (52) weeks less any days of leave granted under Clauses 23.06 (Pregnancy Leave), 23.07 (Spousal Leave) or 23.08 (Adoption Leave) to an Employee who has been employed by the Employer for one (1) year or longer and becomes a parent of one or more children through:
  - (i) the birth of the child or children; or

- (ii) the placement of the child or children in the care of the employee for the purpose of adoption of the child or children pursuant to the laws of the Province.
- (B) The employee shall provide:
  - (i) in the case of birth, a certificate from a legally qualified medical practitioner; or
  - (ii) in the case of adoption, a certificate from an official in the Department of Community Services with knowledge of the proposed adoption; and
  - (iii) written notice of the dates upon which the leave will begin and end.
- (C) Where an employee takes pregnancy leave pursuant to Clause 23.06 and the employee's newborn child or children arrive in the employee's home during the pregnancy leave, parental leave:
  - (i) begins immediately upon completion of the pregnancy leave and without the employee returning to work; and
  - (ii) ends not later than thirty-five (35) weeks after the parental leave began, as determined by the employee.
- (D) Where Clause 23.09 (C) does not apply, parental leave:
  - (i) begins on such date, coinciding with or after the birth of the child or children or the child or children first arriving in the employee's home; and
  - (ii) ends not later than fifty-two (52) weeks after the parental leave begins minus any days of leave granted under Clauses 23.06 (Pregnancy Leave), 23.07 (Spousal Leave) or 23.08 (Adoption Leave).
- (E) Where an employee has begun parental leave pursuant to Clause 23.09 (A) and the child to whom the parental leave relates is hospitalized for a period exceeding or likely to exceed one (1) week, the employee is entitled to return to and resume work and defer the unused portion of the parental leave until the child is discharged from the hospital. There will be only one interruption and deferral of each parental leave.
- (F) The employee shall advise the Vice-President, Academic and Research that he/she is applying for a parental leave and file the required documents in accordance with the above procedure before the leave arrangements are finalized by the Employer. The employee shall give the Employer four (4) weeks notice of:
  - (i) the date he/she will begin parental leave; and
  - (ii) the date he/she will return to work.

Shorter notice may be given or dates may be amended if:

  - (i) the date of birth is earlier than expected,
  - (ii) the date upon which the leave is to begin is earlier than planned because of medical circumstances arising from pregnancy resulting in the employee beginning pregnancy leave sooner than expected,
  - (iii) the first arrival of the child or children in the employee's home is not expected or occurs sooner than reasonably expected; and

- (iv) the employee returns to work prior to resumption of parental leave pursuant to Clause 23.09 (E).
- (G) When the employee reports for work upon the expiration of the period of parental leave, he/she shall resume work in the same position or, if the position has been eliminated, a comparable position to that which he/she held prior to the commencement of the parental leave at no lower rate of pay and with no loss of seniority and benefits accrued to the commencement of the parental leave.
- (H) An employee on parental leave applied for in accordance with Clause 23.09 (B), except for parental leave following pregnancy leave, and who is in receipt of parental leave benefits under the terms of the Employment Insurance Act, shall be entitled to the benefit of the Supplementary Employment Insurance plan for a period of ten (10) weeks.

**23.10 Benefit Plans for Employees on Unpaid Leave**

To the extent permitted by the terms and conditions of employee benefit plans, employees on unpaid leave shall have the option to participate in such benefit plans provided they pay both the Employer and employee portions of all of the required premiums.

The eligibility of an employee on an unpaid leave for Short Term Disability and/or Long Term Disability is subject to the terms and conditions of the benefit plans.

When permitted by the terms and conditions of the relevant employee benefit plans, the Short Term Disability benefits and the Long Term Disability qualifying period shall commence on the day the employee was scheduled to return to work following the period of unpaid leave.

- 23.11 That period of Political Service Leave, Long Term Disability leave or other leaves without pay (except for Parental Leave), or any combination thereof, which is in excess of a total of twenty-six (26) weeks, shall not count as time in service in computing eligibility for tenure and promotion. For example, if a leave(s) exceeds a total of twenty-six (26) weeks, the first twenty-six (26) weeks will count.

**ARTICLE 24 - UNION MATTERS**

**24.01 Access to Outside Representatives**

The Board agrees to provide reasonable access to NSCAD University to representatives of CAUT, or a provincial faculty association or legal counsel invited by the Union, provided such access does not in any way interfere with the normal operations of NSCAD University. Access under this provision shall not include the right of any such invited person to call meetings on NSCAD University's premises.

**24.02 Access to Service and Facilities**

The Board agrees to provide the Union with access to College classroom space (subject to other priorities and availability), with suitably serviced office space, telephone service, and with use of the internal mail service. The Board agrees to provide, and the Union agrees to pay, at the internal rates charged to Teaching Units, for external mail and reproduction services, long distance telephone service and office and computer supplies.

**24.03 Information Related to Collective Bargaining**

- (A) The Board agrees, upon the written request of the Union, to provide to the Union information regarding the salary, rank and age of employees and information regarding employee benefit plans.
- (B) On a case-by-case basis the Board agrees to consider written requests from the Union for additional information required for the negotiation of the Agreement.
- (C) The Board shall not be required to compile information and/or statistics in a form other than that in which such data are already compiled.

**24.04 Copies of the Agreement**

The Board at its expense shall provide each employee with a copy of this Agreement within thirty (30) days of its signing and shall provide the Union with a further ten (10) copies. Further copies shall be made available at cost on request of the Union. In addition, the Board agrees to supply the Union with an electronic version of the Collective Agreement.

**24.05 Committee Assignment Exemptions**

- (A) During the time that collective bargaining regarding the renewal of this Agreement is in progress, the Union President and the Union's Chief Negotiator shall, on request, be exempt from College committee assignments.
- (B) The Union President and Grievance Officer shall not serve on the Committee on Status and Affairs nor on any Appointment Review Committee. Should the Union President or Grievance Officer also be a Division Chair, the affected Division shall elect an alternate person to serve on Appointment Review Committees whenever necessary.

**24.06 Right to Attend Meetings**

Employees shall have the right to attend Union meetings during regular working days provided that they are able to meet their employment obligations as set out in this Agreement.

**24.07 Service to the Union/University**

The Board agrees that certain Union-related activities are a form of Service to NSCAD University, though they shall not substitute for an employee's obligations to NSCAD University. These activities are:

- (A) service on joint committees established by the Employer and the Union;
- (B) service in collective bargaining;
- (C) service in processing grievances, pursuant to Article 20; and
- (D) service on the Faculty Union Executive Committee.

**24.08** The Board shall notify the Union when individual negotiations with an employee, as allowed by this Collective Agreement, have commenced.

**24.09 Workload of the Union President**

- (A) The Union President shall be entitled to a workload adjustment in recognition of his/her Service to NSCAD University. In determining the adjustment the Employer shall consult with the employee and the Union and shall fully consider all aspects of the employee's workload in order to best accommodate the interests of the individual and NSCAD University. Subject to Clause 24.09 (C) below, the workload adjustment shall be made as follows:

- (i) The Union President, if a faculty member, shall receive a workload adjustment of one (1) course teaching load reduction in each of the two (2) teaching semesters.
  - (ii) The Union President, if a librarian, shall receive a workload adjustment of fourteen (14) hours per week during the Fall and Winter Semesters, and ten (10) hours per week during the Summer Semester. A librarian who is Union President shall ensure that the needs of the Library are fully considered, and to this end shall normally schedule Union business accordingly.
- (B) The Union's Chief Negotiator shall be entitled to a workload adjustment in a semester in which negotiations are taking place. In determining the adjustment, the Employer shall consult with the employee and the Union, and shall fully consider all aspects of the employee's workload in order to best accommodate the interests of the individual and NSCAD University. The Union's Chief Negotiator shall receive a one (1) course teaching load reduction for that semester. Where the Chief Negotiator is a librarian, the workload reduction shall be seven (7) hours per week.
- (C) Within any academic year the Employer shall assume the cost of one (1) workload adjustment for the Union President in each teaching semester. The Union may purchase one additional course release for the Union President in each teaching semester at the rate described in Article 24.09 (E).
- (D) The cost of any workload adjustment for the Union's Chief Negotiator as per Clause 24.09 (B) shall be assumed by the Union.
- (E) The Union agrees to reimburse the Employer for the cost of the workload adjustment(s) described in Clauses 24.09 (C) and (D). Reimbursement shall be at the highest Regular Part-Time rate as shown on Appendix "K" – ICA and Regular Part-Time Faculty Salary Grids plus an administration levy of ten percent (10%).
- (F) In any case in which the granting of a workload adjustment to the Union's Chief Negotiator renders it impossible for the Employer to meet the deadlines for notification and cancellation in Article 37, the Union agrees to waive such notification requirements and to share equally the costs of any cancellation fees.

## **ARTICLE 25 - EXIGENCY AND LAY-OFF OF EMPLOYEES**

- 25.01 The parties recognize that if the purposes and objectives of NSCAD University as well as its public responsibilities are to be served in the future the University must remain financially healthy.
- 25.02 The parties also recognize that if the purposes and objectives of NSCAD University are to be served the Employer must attract and retain the best possible employees, and that its ability to do so depends in part on the security of employment it can offer.
- 25.03 The parties further recognize that the principles expressed in Clauses 25.01 and 25.02 may come into conflict and may require that employees be laid off.
- 25.04 Notwithstanding Clause 25.03, the parties agree that no employee shall be laid off for reasons other than financial exigency during the term of this Agreement. This Clause, Clause 25.04, shall absolutely expire on the date this Agreement expires according to its term and after compliance with all relevant provisions of the Trade Union Act.

- 25.05 Financial exigency means a financial crisis which threatens the financial viability of NSCAD University, and which continues to exist after efforts to alleviate it by economies in the budget have been undertaken and after reasonable means of improving NSCAD University's revenues have been pursued.
- 25.06 In the event that the Board considers that a financial exigency may exist within the meaning of Clause 25.05, it shall give reasonable notice to the Union of such belief. Within five (5) days of such notice, the Board shall forward to the Union all financial documentation relevant to the financial crisis. The Union shall have sixty (60) days to make submissions on the matters set out in Clause 25.07 (A).
- 25.07 (A) Prior to declaring a state of financial exigency or laying off any employee, the Board shall:
- (i) explore all reasonable means of achieving cost savings in other areas of NSCAD University's operations;
  - (ii) explore all reasonable means of improving NSCAD University's revenues;
  - (iii) pursue every reasonable effort to secure further assistance from appropriate levels of government;
  - (iv) explore all other appropriate means of reducing the employee complement and the complement of other persons employed by NSCAD University; and
  - (v) determine whether, in all the circumstances, the layoff of employees is a reasonable type of cost saving.
- (B) Prior to declaring a state of financial exigency or laying off any employees, the Board shall consider all other relevant matters and all submissions from the Union pursuant to Clause 25.06.
- 25.08 Subject to Clause 25.10, in the event that layoffs of employees for financial exigency are necessary, the following shall determine the specific persons to be laid off:
- (A) employees shall be laid off in the order of Limited Term Sessional, Limited Term Pro-Rated, Limited Term Full-Time, Regular Part-Time, Regular Pro-Rated Initial, Regular Full-Time Initial, Regular Pro-Rated Second, Regular Full-Time Second, Regular Pro-Rated Third, and Regular Full-time Third Appointments; and
  - (B) within each group mentioned in Clause 25.08 (A), an employee with less continuous employment at NSCAD University shall be laid off before an employee with more continuous employment.
- 25.09 (A) The Employer shall provide each employee who is selected for layoff with all of the following:
- (i) written notice of the reasons for his/her selection as an employee affected by the Board's declaration of a state of financial exigency;
  - (ii) six (6) months' written notice of the proposed date of layoff or normal salary in lieu thereof. At the request of the employee, and subject to operational requirements, the Employer shall pay salary in lieu of six (6) months' written notice;
  - (iii) three (3) months' salary; and
  - (iv) one (1) additional month's [to a maximum of nine (9) months] normal salary continuance for every full year's service.

- (B) "Salary" in Clause 25.09 (A) shall include either the Employer's cost of normal benefits or, at the Employer's option, the Employer shall maintain, in the usual fashion, the benefit package for the period of notice and/or salary continuance.
- 25.10 (A) If an employee is to be laid off, he/she must be given a right of first refusal in order of seniority for any vacant position which, at the time of the layoff, the Employer has determined to fill and for which he/she is qualified.
- (B) If an employee is laid off, the Employer shall make reasonable efforts to ensure that the employee is notified of every vacant position at NSCAD University. For up to thirty (30) months from the date of his/her layoff, an employee has, if qualified for any faculty or librarian vacancy, a right of first refusal in order of seniority over persons who have not been laid off from NSCAD University.
- 25.11 In any arbitration pursuant to this Agreement, in which the existence of a financial exigency is in dispute, the onus of adducing evidence and the burden of proof shall be on the Employer.

#### **ARTICLE 26 - COMMITTEE ON STATUS AND AFFAIRS**

- 26.01 The Committee on Status and Affairs shall:
  - (A) review applications and make recommendations on faculty promotions in rank when such promotions are not covered by Clauses 15.03 (A) (i) through (iv);
  - (B) review applications and make recommendations on Sabbatical Leaves;
  - (C) make recommendations on faculty ranks and salary for new appointments;
  - (D) review applications and make recommendations regarding Social Science and Humanities Research Council grants; and
  - (E) deal with any other matters expressly referred to the Committee under this Agreement.
- 26.02 The Committee shall be composed of the following members:
  - (A) four (4) employees and one (1) alternate employee from amongst Librarians, Regular Full-Time or Regular Pro-Rated faculty members at the rank of Librarian III, or Associate Professor or higher on a second or higher appointment, elected by the employees;
  - (B) The Vice-President, Academic and Research.
- 26.03 Employees and the alternate employee shall serve a two-year term and may be re-elected for subsequent terms. Two (2) employees shall be elected each year, so as to provide continuity. To ensure representation from throughout NSCAD University, no more than one (1) employee may come from a single Division or the Library.
- 26.04 The Committee shall elect a Chairperson from among its members for an annual term.
  - (A) In the Winter Semester, the Vice-President, Academic and Research shall call for nominations and supervise the election of new members to the Committee to be effective the following September.
  - (B) Should a member resign from the Committee before his/her term expires, the alternate shall hold the position for the remainder of the term.
  - (C) The President shall fill any administration vacancy on the Committee.

- 26.05 No member of the Committee may be involved in any decision in which the member has a direct personal involvement or interest.
- 26.06 The Employer shall, within twenty-five (25) days of the decision, advise the Committee in writing of its decision on each matter upon which the Committee has provided a recommendation.

#### **ARTICLE 27 - COPYRIGHTS AND PATENTS**

- 27.01 The Employer waives all right, title to and interest in any of the work of its employees, save that which the Employer commissions from any employee.
- 27.02 The Employer shall request the permission of, and, if it is granted, shall give credit to the author(s) of artistic or literary works where the Employer cites or reproduces them in publications, public displays, reports, or grant applications.
- 27.03 The Employer shall not record, in writing or by tape recording, the lecture(s) of any employee without the prior written permission of the employee. The copyright or patent of any material produced or reproduced from an employee's lecture(s) or lecture notes or other materials vests in the employee.
- 27.04 **Copyright**
- Copyright applies to all original literary, dramatic, artistic and musical works as well as sound recordings, performer's performances and communications signals.
- 27.05 Works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculpture, photographs, and other works of art.
- 27.06 All copyright belongs to the employee(s) who create the work even if it is produced during the course of employment and with the use of the Employer's facilities and resources, except in those cases where there is a written contract to the contrary which assigns the copyright to the Employer or to a third party.
- 27.07 The Union shall be provided with a copy of any written agreements or contracts under Clause 27.06 two weeks before such agreements or contracts are signed.
- 27.08 No contract or written agreement between the Employer and an employee shall contain a clause waiving moral rights.
- 27.09 In the event that an original work is the creation of more than one employee, the provisions of this article apply on a pro rata basis to all the creators of the work.
- 27.10 In the event that the Employer or assignee relinquishes its rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- 27.11 **Patents**

The Employer agrees that the employee shall have no obligation to seek patent protection for the results of creative or research work or to modify research to enhance patentability. The Employer further agrees that the employee has the unqualified right to publish his/her inventions.

- 27.12 Employees are the owners of the intellectual property rights in any invention, improvement, design or development that they create in the course of their employment even if it was produced with the Employer's facilities and resources, except in those cases where there is a written contract to the contrary which assigns the property to the Employer or to a third party.
- 27.13 In the event that an invention, improvement, design or development is the creation of more than one employee, the provisions of this article apply on a pro rata basis to all the creators of the work.
- 27.14 The Union shall be provided with a copy of any written agreements or contracts under Clause 27.12 two weeks before such agreements or contracts are signed.
- 27.15 In the event that the Employer or assignee relinquishes his/her rights in any work, all intellectual property rights shall revert back to the first owner. In the event that the first owner is deceased, the rights shall revert to the estate of the first owner.
- 27.16 The Employer has no claim to the revenue arising from any invention, improvement, design or development made by employees without the use of the Employer's time resources or facilities.
- 27.17 Should the Employer have a valid claim on the revenue arising from any invention, improvement, design or development because of the use of the Employer's time, resources or facilities by the employee, the employee and the Employer shall share in the net revenues arising from a discovery on a fair and reasonable basis. "Net revenues" means the revenue after deduction of all costs incurred by the employee and/or the Employer for patent searches, for obtaining patent protection, for maintaining such protection in Canada and other countries and for commercializing the discovery.

#### **ARTICLE 28 - HEALTH AND SAFETY**

- 28.01 The Employer agrees to continue to support the existing Health and Safety Committee at NSCAD University and shall take appropriate steps to maintain a safe and healthy working environment at NSCAD University.
- 28.02 The Employer and the Union agree to take appropriate action to comply with all applicable provisions of the Nova Scotia Occupational Health and Safety Act.
- 28.03 Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer and the Union agree to cooperate in encouraging employees afflicted with alcohol or drug dependency to undergo a coordinated program directed to the objective of their rehabilitation.

#### **ARTICLE 29 - SEXUAL HARASSMENT**

- 29.01 The Employer and Union are committed to a working and learning environment which is free of sexual harassment.
- 29.02 Sexual harassment is defined as any sexually oriented behaviour which adversely affects the working or learning environment. It includes:

- (A) sexual solicitation or advances of a repeated, persistent or abusive nature made by a person who knows or who ought to know that such solicitation or advances are unwanted;
  - (B) implied or expressed promise of reward for complying with a sexually oriented request;
  - (C) reprisal in the form either of actual reprisal, or of the denial of opportunity, or implied or expressed threat of actual reprisal or denial of opportunity for a refusal to comply with a sexually oriented request; and
  - (D) sexually oriented remarks or behaviour of a repeated, persistent or abusive nature which may reasonably be perceived to create a negative psychological or emotional environment for work or study.
- 29.03 While the Employer and the Union agree that measures should be explored to find an informal resolution to a complaint of sexual harassment, it is acknowledged that NSCAD University has, to this end, a sexual harassment policy and procedures, details of which may be obtained from the Director of Human Resources.

#### **ARTICLE 30 - VACATIONS AND HOLIDAYS**

- 30.01 Regular Full-Time and Pro-Rated employees are entitled to an annual paid vacation of twenty-three (23) working days duration. Unless it is not possible to do so, employees will give the Office of the Vice-President, Academic and Research one (1) month's written notice of the dates of their vacations. In any event, the employee will ensure that the Office of the Vice-President, Academic and Research has prior knowledge of when the employee intends to take his/her vacation.
- 30.02 The following days shall be recognized as holidays at NSCAD University:
- |                 |  |
|-----------------|--|
| New Year's Day  | Good Friday  |
| Easter Monday   | Victoria Day   |
| Canada Day      | Halifax Natal Day  |
| Labour Day      | Thanksgiving Day   |
| Remembrance Day | Christmas Day  |
| Boxing Day      | Any days between December 20 and January 2 when NSCAD University is officially closed. |
- None of the above holidays shall be part of the employee's twenty-three (23) days vacation.
- 30.03 If any of the foregoing holidays occurs during a weekend, the President of NSCAD University shall declare either the preceding Friday or the following Monday a holiday.
- 30.04 Except as limited by Clause 13.06 (B), faculty members shall take their vacations during the non-teaching semester. Librarians shall normally take their vacations between May 1 and August 31.

#### **ARTICLE 31 - CORRESPONDENCE**

- 31.01 Any correspondence required in this Agreement shall be delivered via internal mail, except where this Agreement provides otherwise.

## **ARTICLE 32 - SALARY AND BENEFITS**

### **32.01 Employees Covered and Definition of "Salary Year"**

Except where otherwise stated, the following provisions shall apply only to Regular and Limited Term employees. For the purpose of this article the "salary year" shall be defined as the period from July 1 to the following June 30, both inclusive.

### **32.02 Establishment of Salary Grid**

There shall be established Salary Grids for:

- (A) all employees other than Regular Part-Time faculty members as set out in Appendix "I" to this Agreement; and
- (B) Individual Course Appointees and Regular Part-Time faculty members as set out in Appendix "K" to this Agreement.

These salary grids shall be for the sole purpose of compensation and shall have no other purpose under this Agreement.

### **32.03 How the Salary Grid referred to in Clause 32.02 (A) Operates**

- (A) The initial placement on the Salary Grid of a newly-hired employee at the rank of Lecturer/Librarian I or Assistant Professor/Librarian II shall be determined as follows. Each newly hired employee shall initially be placed at the lowest step on the grid for the appropriate rank as determined in accordance with Article 15; notwithstanding, initial placement shall be higher in consideration of the following:
  - (i) Each year of full-time university teaching or university librarianship in rank shall move his/her initial placement up by one (1) more step.
  - (ii) Each year of relevant professional experience after attaining the requirements set out in Article 15 shall move his/her placement on the Salary Grid up by one (1) step, to a maximum of three (3) more grid steps.
  - (iii) Every six (6) Half-Day Courses, or equivalent, of part-time teaching at a university shall move his/her placement on the Salary Grid up by one (1) step to a maximum of three (3) more grid steps.
  - (iv) No more than one (1) step shall be credited for university teaching/librarianship and relevant professional experience in any given twelve-month period.
  - (v) Years of university teaching/librarianship or professional experience used to satisfy the requirements of Article 15 may not be counted again for the purposes of this Article.
- (B) Following initial placement on the Salary Grid each Regular Full-Time, Regular Pro-Rated, Limited Term Full-Time and Limited Term Pro-Rated employee shall move up one step on the grid per year of service until the highest step in the rank is reached.
- (C) Following initial placement on the Salary Grid each Sessional employee shall move up one step on the grid for each eight (8) months of service as a Sessional to a maximum of one (1) step per salary year until the highest step in the rank is reached.
- (D) For the purpose of annual step increases, Political Service Leave, Long Term Disability Leave or leaves without pay (except for Parental Leave) or any combination thereof, which is in

excess of twenty-six (26) weeks, shall not count as service and the faculty member will not be eligible for his/her step increase in that year.

(E) Notwithstanding Clause 32.03 (A):

- (i) When an employee is hired at the rank of Assistant Professor/Librarian II, his/her maximum initial placement on the Salary Grid shall be the fourth (4<sup>th</sup>) step (counting from the Assistant Professor/Librarian II floor) on the Assistant Professor/Librarian II scale, except on the recommendation of the Vice-President, Academic and Research, who, where circumstances warrant, may authorize the placement of a qualified candidate at up to and including the sixth (6<sup>th</sup>) step (counting from the Assistant Professor/Librarian II floor) on the Assistant Professor/Librarian II scale.
- (ii) When an employee is hired at the rank of Associate Professor/Librarian III, his/her initial placement on the Salary Grid shall be one step higher on the Associate Professor/Librarian III scale than the number of years of full-time university teaching/librarianship at the rank of Associate Professor/Librarian III.
- (iii) When an employee is hired at the rank of Full Professor/Librarian IV, his/her initial placement on the Salary Grid shall be one step higher than the number of years of full-time university teaching/librarianship at the rank of Full Professor/Librarian IV.

**32.04 Memorandum on the Application of the Salary Grid set out in Clause 32.02 (A)**

The parties agree that a separate memo reflecting the application of the Salary Grid will be produced twice annually. By October 15 each year, the parties will produce a memo reflecting the application of the Salary Grid for the Fall Semester and the previous Summer Semester. By February 15 each year, the parties will produce a memo reflecting the application of the Salary Grid for the Winter Semester. The memos shall include each employee's name, rank, year of birth, type of appointment (e.g., Full-time, Pro-Rated, Limited Term, Sessional), Salary Grid placement, stipend, full-time equivalent salary, and actual salary.

**32.05 Salary**

No employee may be paid below the salary according to his/her appropriate salary grid placement.

(A) **Full-Time Employees**

Each Full-Time employee shall receive as an annual salary the amount to which he/she is entitled by placement on the Salary Grid according to his/her rank and the step as determined by the criteria in Clause 32.03.

(B) **Pro-Rated Employees**

The salary of each Pro-Rated employee shall be determined by placement on the salary grid according to his/her rank and the step as determined by the criteria in Clause 32.03 and pro-rated in accordance with the terms of his/her appointment.

(C) **Sessional Employees**

Salary, per semester, for Sessional faculty (which shall be all-inclusive of salary, vacation and other benefits) shall be one-third (1/3) of the annual salary determined by the Sessional faculty member's placement on the salary grid according to his/her rank and the step as determined by the criteria in Clause 32.03. In addition, a Sessional faculty member shall suffer no loss in pay for casual illness not exceeding five (5) working days per semester and

Clauses 23.02 and 23.05 shall apply. Sessional faculty who have held previous Sessional appointments will not be subject to Clause 32.03 (E).

(D) **Part-Time Employees**

- (i) Each Regular Part-Time employee shall be remunerated for each Half-Day Course (or equivalent as defined in Clause 1.23) based on their placement on the grid referred to in Clause 32.02 (B) according to the number of Half-Day Courses (or equivalents) that they have previously taught.
- (ii) Regular Part-Time employees, Level 1 and 2 who are assigned Graduate Program courses, shall be paid at the Level 2 rate. Regular Part-Time employees, Level 3, shall be paid at the Level 3 rate for Graduate Program courses.

(iii) **How the Salary Grid Referred to in Clause 32.02 (B) Operates:**

Individual Course Appointees shall be remunerated at the ICA rate.

Regular Part-Time faculty shall be paid as follows:

RPT level 1      For first twenty (20) courses

RPT level 2      For twenty-first (21<sup>st</sup>) through fortieth (40<sup>th</sup>) courses

RPT level 3      For forty-first (41<sup>st</sup>) and subsequent courses

The number of “courses taught” shall mean the number of Half-Day Courses (or equivalents) taught.

If a Regular Part-Time faculty member is teaching an additional course(s) in the same semester when she/he is teaching her/his twentieth (20<sup>th</sup>) or fortieth (40<sup>th</sup>) course, the additional course(s) shall be remunerated at the next Regular Part-Time level. However, the payout for that course(s) will not be calculated or paid until the end of the term in which that course(s) are taught.

The Precedence List set out in Appendix “J” lists the total number of Half-Day Courses (or equivalents) taught by each employee on Regular Part-Time Appointment as of September 2015.

- (iv) **Appendix “K” includes the salary grid for employees on Regular Part-Time Appointments. Vacation pay for Regular Part-Time faculty members shall be paid in accordance with Labour Standard Regulations at the rate of 4% for Regular Part-Time faculty members who have been employed for fewer than eight (8) consecutive years and at the rate of six (6) percent for those Regular Part-Time faculty members who have been employed for more than eight (8) consecutive years. The salary grids described in Appendix “K” are provided both exclusive and inclusive of vacation pay.**
- (v) Regular Part-Time and Individual Course Appointees who teach courses in which enrollments are in excess of ninety (90) students shall be paid twenty-five dollars (\$25.00) for each student in excess of ninety (90) as enrolled by the last day to add. [See Clauses 36.04 (C) and 37.10 (C)].
- (vi) For purposes of calculating hours of work for Employment Insurance reporting, each half day course or equivalent shall constitute one hundred and eighty (180) hours of employment. This calculation is strictly for Employment Insurance purposes and is

without prejudice to the position of the parties and shall in no way affect the interpretation application and administration of the Collective Agreement's provisions and any University policies and practices and shall not be relied upon or referred to in any proceedings or other matters other than any proceedings under the Employment Insurance Act or its Regulations.

(E) **Salary and Benefits while on Sabbatical Leave**

- (i) Salary payment to a Regular Full-Time or a Pro-Rated employee granted a Sabbatical Leave shall be eighty-five percent (85%) of the employee's normal salary for a Sabbatical Leave of twelve (12) months after six (6) years of service, or one hundred percent (100%) of the salary for a Sabbatical Leave of six (6) months after six (6) years of service, or eighty-five percent (85%) of salary for a Sabbatical Leave of six (6) months after three (3) years of service.
- (ii) When the employee has external salary support from a grant, employment or similar funding during the Sabbatical Leave and his/her total sabbatical salary and external salary support exceeds one hundred twenty percent (120%) of his/her normal salary, then the Board shall reduce its support by fifty percent (50%) of the excess.
- (iii) Employees on Sabbatical Leave shall be eligible for all salary adjustments and shall receive Professional Development Reimbursement under the provisions of Clause 32.15.
- (iv) Insurance plans, the pension plan, and other benefits shall be continued, as if the employee was receiving his/her normal salary and were not on leave.

32.06 **Course Cancellation Fees for Regular Part-Time Faculty and Individual Course Appointees**

- (A) If a course in respect of which a Regular Part-Time faculty member has signed a letter of appointment is cancelled, the Employer shall notify the faculty member of such cancellation as soon as possible. The faculty member shall be paid a cancellation fee of five hundred dollars (\$500.00). If such course is cancelled less than three (3) weeks prior to the commencement of classes, the sum of one thousand dollars (\$1,000.00) shall be paid as a cancellation fee.
- (B) If a course in respect of which an Individual Course Appointee has signed a letter of appointment, is cancelled, the Employer shall notify the Appointee of such cancellation as soon as possible, and shall be paid a cancellation fee of four hundred and fifty dollars (\$450.00). If such course is cancelled less than three (3) weeks prior to the commencement of classes, the sum of nine hundred dollars (\$900.00) shall be paid as a cancellation fee.

32.07 **Marking Assistance for Regular Part-Time Faculty and Individual Course Appointees**

When registration for a course taught by an Individual Course Appointee or an employee on a Regular Part-Time appointment exceeds fifty (50) students, he/she shall receive marking assistance as described in Clause 13.03 (G).

32.08 **Salary Upon Promotion**

Using the salary scale in effect on the date on which the promotion becomes effective, placement on the Salary Grid upon promotion shall be as follows:

- (A) An employee whose grid step at his/her former rank was one or more steps below the floor of his/her new rank shall move to the floor of the new rank.
- (B) An employee whose grid step at his/her former rank was within the range of steps for the new rank shall move to the next grid step in the new rank.

### 32.09 Remuneration/Course Relief for Division Chairs and Program Directors

- (A) Division Chairs:
- Division Chairs shall be remunerated in the amount of three thousand dollars (\$3,000.00) per year. Division Chairs shall receive one (1) course relief in each of the Fall and Winter Semesters.
- (B) Program Directors:
- The Directors of the Graduate Programs (listed in Article 33.01) shall be remunerated in the amount of one thousand seven hundred and fifty dollars (\$1,750.00) per year, and shall receive one course relief in each of the Director's teaching semesters.

### 32.10 Supervision of Graduate Students

- (A) When a Regular Full-Time or Regular Pro-Rated faculty member agrees to act as Studio Advisor or Thesis Supervisor or the equivalent, of graduate students, he/she shall be remunerated at the rate of two hundred and twenty-five dollars (\$225.00) per registration to a maximum of nine hundred dollars (\$900.00) per student.
- (B) When a Regular Part-Time faculty member agrees to act as Studio Advisor or Thesis Supervisor of graduate students, he/she will be remunerated at the rate of two hundred and twenty-five dollars (\$225.00) per registration to a maximum of nine hundred dollars (\$900.00) per student.
- (C) Research Fellows and Adjunct Faculty who agree to supervise graduate students shall be remunerated in accordance with Clause 32.10 (A).

### 32.11 Benefits

- (A) The Employer shall continue the existing types and levels of coverage for insured benefit plans with the following exceptions:
- |             |                      |
|-------------|----------------------|
| Drug Co-pay | \$3 per prescription |
|-------------|----------------------|
- (B) Notwithstanding (A), for Employees who have reached the age of sixty-five (65), the benefits shall be:
- |                      |  |
|----------------------|--|
| Life Insurance       | 1.25 times salary, ceasing at age 70   |
| AD&D                 | 1.25 times salary, ceasing at age 70   |
| Health – Paramedical | Range of \$10-\$30 per visit/service, ceasing at age 70                      |
| Health – Vision      | \$125 every two years including exam, ceasing at age 70                      |
| Drug – co-pay        | \$3, ceasing at age 70   |
| Dental               | Co-insurance 100% basic<br>No deductible<br>Major – 70%<br>Ceasing at age 70 |
| Travel               | Out of country coverage, ceasing at age 70                                   |

- (C) Notwithstanding (A), for Employees who have reached the age of sixty-five (65) neither Short Term Disability nor Long Term Disability are available.

**32.12 Pension**

- (A) The Employer shall contribute into the Pension Plan eight percent (8%) of a participating employee's annual salary. Each participating employee shall contribute into the Pension Plan a minimum of six percent (6%) of annual salary to a maximum of the percentage of annual salary allowed by Revenue Canada. A participating employee shall give the Employer one (1) month's written notice of a change in his/her contribution, such change to be effective on January 1 or July 1, of each year.
- (B) Notwithstanding 32.12 (A), CRA rules govern and may limit the Employer's ability to contribute to the pension based on the Employee's age.

**32.13 Joint Benefits Committee**

- (A) The Joint Benefits Committee shall be composed of two (2) employees appointed by the Union, two (2) members of FUNSCAD Unit II appointed by the Union, two (2) administrators appointed by the Employer, two (2) staff persons appointed by the NSGEU Staff Bargaining Unit, and two (2) persons from the Exclusions.
- (B) The Committee shall monitor the operation of the insured benefit plans and the pension plan for the purpose of suggesting modifications and improvements.
- (C) The Committee shall have reasonable access to all necessary information in order to fulfill its responsibilities.
- (D) The Committee shall meet at least once each semester.

**32.14 Kilometrage**

Employees shall be entitled to reimbursement for kilometrage, at the prevailing University rate, when the Employer and the employee agree that the use of a personal vehicle to carry out employment obligations is appropriate.

**32.15 Professional Development Reimbursement**

The Employer acknowledges that Professional Development referred to in Clause 13.01 is activity required of all Regular Full-Time and Regular Pro-Rated employees, and benefits the Employer. The Employer further acknowledges that such activity shall incur costs in relation to items including but not limited to travel, journal subscriptions, membership fees, conference registration fees, books, non-Employer studio facilities, studio materials and equipment, and undertakes to support such activity wholly or in part by making one thousand eight hundred (\$1,800.00) per fiscal year available to each Regular Full-Time employee for these purposes. For each Regular Pro-Rated employee this amount shall be pro-rated. Professional Development Reimbursement shall be made in accordance with the following procedures:

- (A) such expense shall require approval by the Office of the Vice-President, Academic and Research;
- (B) such approval shall not be unreasonably withheld;
- (C) submission of receipts shall be required before reimbursement can be made; and
- (D) the Employer will follow Canada Customs and Revenue guidelines with regard to reporting requirements. If a reimbursement for equipment is requested, a T4A (taxable benefit) for

income tax purposes will not be issued if the Employee acknowledges that the purchased goods will serve entirely for professional purposes and not for personal purposes. By his/her signature on the PDR claim form, the Employee acknowledges that the purchased goods are the property of NSCAD. Should the Employee leave NSCAD within a three (3) year time frame and wish to retain the item, he/she will have to reimburse NSCAD on a pro rata basis according to the number of years elapsed following the acquisition of the item.

In the eventuality that Canada Revenue Agency does not accept the exemption of such an expense, that expense would become the responsibility of the Employee.

If an Employee does not respect the conditions referred to above, a T4A will be issued for the acquired asset item.

If a reimbursement for personal interest training is requested, a T4A (taxable benefit) for income tax purposes will be issued. The Employee should clearly note on the PDR claim form that the training is for personal interest.

Approved travel shall require employees to ensure that the appropriate Division Chair has been notified of the absence and suitable arrangements have been made for any missed classes.

#### **32.16 Regular Part-Time Professional and Scholarly Activity Fund**

The Employer shall allocate funds annually to a Regular Part-Time Professional and Scholarly Activity Fund (the "Fund"). The Fund shall be available to Regular Part-Time faculty whose names appear on the Precedence List, and who have a Part-Time or Sessional teaching appointment during the current year (Summer, Fall, Winter Semesters). The purpose of this Fund is to enhance the ability of Regular Part-Time faculty members to pursue Professional and/or Scholarly Activity which will be of benefit to both the individual and the University. Professional and/or Scholarly Activities include, but are not limited to: production of art, craft, design; exhibition and/or curatorial activities; writing and/or editing for publication; consulting; skills development; research; conference participation; and teaching outside NSCAD University.

From this Fund, each Regular Part-Time faculty member shall receive an annual payment of one hundred and fifty dollars (\$150) for each Half-Day Course (or equivalent) taught that year (Summer, Fall, Winter Semesters). Courses taught by Regular Part-Time faculty members on Sessional Appointments shall be included when calculating the annual payments. Funds will be paid in the Winter semester of each year. Employees who receive funds from the Regular Part-Time Professional and Scholarly Activity Fund will have such benefits recorded as taxable income on their T-4 form.

#### **32.17 Tuition Waivers**

All employees, their spouses and dependents (as defined in the Income Tax Act Regulations) shall be entitled to a reduction of fifty percent (50%) in tuition for credit and non-credit courses offered by the College.

#### **32.18 Overload Pay**

(A) Subject to Clause 32.18 (B) below, Regular Full-Time, Regular Pro-Rated, and Limited Term employees, may agree to teach a course(s) additional to their workload (as described in Article 13) in either a teaching or non-teaching semester. Such a course shall be remunerated at eight percent (8%) of that faculty member's normal salary in the salary year in which the course is being taught or an amount equal to the ICA Salary Scale (Appendix "K") for one Half-Day Course, whichever is the greater amount.

- (B) Additional teaching responsibilities offered to Regular Part-Time faculty and Individual Course Appointees, in relation to the course Independent Study when offered in the Summer Semester, provided in Clause 37.07 (B), shall be remunerated at the rate of four hundred and twenty-five dollars (\$425.00) for each student; such responsibilities shall not exceed one (1) hour per week per student.
- (C) Regular Part-Time faculty (who are teaching for fourteen (14) weeks during the summer semester) may supervise an Internship of an Undergraduate Student and shall be remunerated at the rate of three hundred and fifty dollars (\$350) for each student. Such responsibilities shall not exceed one (1) hour per week per student.

### **32.19 Research Grants in Lieu of Salary**

Employees may apply for a research grant in lieu of salary. Such application should be made prior to the commencement of a salary year in sufficient time to enable appropriate Canada Customs and Revenue approvals to be obtained. The period of each research grant shall not exceed twelve (12) months, but employees may apply for any number of consecutive grants.

Applications shall be made on the prescribed form which shall be available from the Office of the Vice-President, Academic and Research. Research grant applications shall be submitted to the Vice-President, Academic and Research.

The Vice-President, Academic and Research shall forward the application to the Vice-President, Finance and Administration, who will seek a preliminary ruling from Canada Customs and Revenue. Upon receipt of a favorable preliminary ruling from Canada Customs and Revenue, and all other provisions of this Clause having been satisfied, the Employer shall reduce the employee's regular salary by the approved amount and pay that amount to the employee as a research grant. The Employer shall make every effort to obtain a response from Canada Customs and Revenue in a timely fashion. In the event that Canada Customs and Revenue fails to respond within six weeks of the employee's request, the Employer shall proceed to reduce the employee's regular salary by the amount requested and pay that amount to the employee as a research grant with the understanding that any future decision by Canada Customs and Revenue to disallow the grant in lieu of salary will be resolved as per Clause 32.19 (E).

The following provisions shall apply to the consideration and payment of research grants:

- (A) a research grant in lieu of salary shall not be less than one thousand dollars (\$1,000.00) for any month and shall not exceed thirty percent (30%) of the salary that would otherwise be applicable in a calendar year;
- (B) that there is sufficient salary being paid, net of the research grant and taxes, to meet the cost of pension and statutory and insured benefits contributions;
- (C) benefits or pension payments will be based on the salary component received by the employee after the grant is paid;
- (D) the grant will only be used for the research purposes or project for which the application was made;
- (E) any tax issues arising from a particular application shall be between the employee and Canada Customs and Revenue and the employee shall indemnify and hold harmless the Employer for any tax or penalty (including interest) levied by Canada Customs and Revenue against the Employer as a result of the payment of the research grant;

- (F) research grants in lieu of salary shall be paid in a lump sum; and
- (G) all research grant payments shall be reported by the Employer to Canada Customs and Revenue as a research grant.

**32.20 Health Spending Account for Regular Part-Time Faculty**

Each Regular Part-Time faculty will be provided a health spending account in the amount of Sixty-Five Dollars (\$65.00) per Half-Day course taught. Deposits to the health spending account will be made on September 1 of each year, based on the previous twelve (12) month period. Regular Part-Time faculty shall submit receipts for reimbursement for any expense or dependent eligible expense under the *Canadian Federal Income Tax Act*. Deposited amounts will be accessible for a twelve (12) month policy period. If there are any unused credits at the end of the twelve (12) month policy period, they will be rolled over into the next twelve (12) month policy period. In no event can credits be used after two (2) years.

**ARTICLE 33 - DIVISION CHAIRS AND PROGRAM DIRECTORS**

33.01 (A) Division Chairs and Directors report to the Vice-President, Academic and Research.

(B) Division Chairs and Directors are as follows:

- (i) Craft Chair
- (ii) Design Chair
- (iii) Fine Arts Chair
- (iv) Foundation Chair
- (v) Art History and Critical Studies Chair
- (vi) MDes Program Director
- (vii) MA Program Director
- (viii) Media Arts Chair
- (ix) MFA Program Director

**33.02 Appointment of Division Chairs**

- (A) When a term of appointment expires, all Regular Full-Time and Pro-Rated Division Faculty shall be so informed by the Vice-President, Academic and Research.
- (B) The Vice-President, Academic and Research shall instruct the Chair to inform all Regular Full-Time and Pro-Rated Division Faculty about:
  - (i) the desirable qualifications; and
  - (ii) terms and conditions of employment described in this Agreement.
- (C) The Chair shall inform all Regular Full-Time Division Faculty that they may stand for the position, and shall determine which members are willing to let their names stand.
- (D) The Chair shall hold an election amongst Regular Full-Time and Regular Pro-Rated faculty to determine the Division's choice of Chair from among those willing to stand and shall, as soon as possible, inform the Vice-President, Academic and Research of the Division's choice.

- (E) The appointment of the Chair shall be confirmed in writing by the Vice-President, Academic and Research and the decision communicated in writing to Division Faculty. Where the Vice-President, Academic and Research decides not to confirm a recommended appointment, he/she shall inform the Division in writing giving reasons for the decision.
  - (F) Where the Vice-President, Academic and Research decides not to confirm a recommended appointment he/she shall determine how the Division is to be administered until a new Chair is appointed. In no case shall this interim arrangement exceed a period of one (1) year.
- 33.03 (A) Except in the case of a leave replacement, a Chair shall be appointed for a term of three (3) years, from July 1 of the first year until June 30 of the third. He/she is eligible for re-appointment through the election process.
- (B) In exceptional circumstances and with the mutual agreement of the Employer and the prospective Chair, and the electors in the Division, the term of appointment may be for a lesser period.
- 33.04 (A) If no members are willing to let their names stand for the position, the Chair shall so inform the Vice-President, Academic and Research. The Vice-President, Academic and Research shall consult with the incumbent Chair, and then recommend to the President how the Division is to be administered.
- (B) When a Chair resigns before the end of their term, the Vice-President, Academic and Research shall advise the Regular Full-Time and Pro-Rated Division Faculty and arrange for an election, as provided in Clauses 33.02 (C), (D) and 33.03 (A) and appoint an Acting Chair for a period ending the following June 30.
- 33.05 The duties of the Chair shall include, but not be restricted to:
- (A) advising the Vice-President, Academic and Research on matters pertaining to the Division, including recommendations on ICA and RPT appointments;
  - (B) ensuring the orderly, effective, and efficient operation of the Division;
  - (C) consulting with Division faculty regarding the academic life of the Division;
  - (D) holding annual conferences with Division employees and preparing reports of these conferences pursuant to Clause 16.09 (A); and
  - (E) representing the Division on committees where appropriate.
- 33.06 **Appointment of Graduate Program Directors**
- The Vice-President, Academic and Research shall:
- (A) advertise internally when a vacancy exists for Graduate Program Director;
  - (B) announce the candidates for the position, seek written input from the Division Chairs and NSCAD University community; and
  - (C) the appointment of a Graduate Program Director shall be confirmed in writing to the new appointee and NSCAD University community by the Vice-President, Academic and Research.
- 33.07 (A) Except in the case of a leave replacement, a Director shall be appointed for a term of two (2) years, and is eligible for re-appointment following procedures described in Clause 33.06.
- (B) In exceptional circumstances and with the mutual agreement of the Employer and the prospective Director, the term of appointment may be for a lesser period.

- 33.08 If, when a vacancy exists, no applications are received, the Vice-President, Academic and Research shall determine how the Graduate Program is to be administered.
- 33.09 The duties of the Director shall include, but not be restricted to:
- (A) advising the Vice-President, Academic and Research on matters pertaining to the Program;
  - (B) ensuring the orderly, effective, and efficient operation of the Program; and
  - (C) representing the Program on committees where appropriate.
- 33.10 Remuneration and Course Relief for Chairs and Directors shall be as described in Clause 32.09.

#### **ARTICLE 34 - ACADEMIC ADMINISTRATIVE APPOINTMENTS**

- 34.01 (A) When the positions of Vice-President, Academic and Research, President or equivalent are vacated or created, the Board shall form a Search Committee to assist in the process of appointing a person to the position.
- (B) When the position of Dean is vacated or an equivalent position is created, the Board shall form a Search Committee to assist in the process of appointing a person to the position. The Board may, at its discretion, choose to limit the search to internal candidates.
- 34.02 No less than twenty-five percent (25%) of the members of the Search Committees referred to in this Article shall be appointed from and by the Union. The Committee shall not include the incumbent.
- 34.03 The Search Committees referred to in this Article shall initially consult with the Board and NSCAD University community on the desirable qualifications for the position and ensure that the vacancy is properly advertised. Thereafter, the Search Committee shall:
- (A) receive and respond to all applications;
  - (B) prepare a short list of candidates for interview;
  - (C) ensure that the final candidate(s) meet(s) with a wide cross-section of NSCAD University community, including employees, staff and students;
  - (D) interview the candidates;
  - (E) solicit and consider opinions on the candidates by inviting written and oral submissions from NSCAD University community;
  - (F) advise the Board of its evaluations of the candidates interviewed and of the opinions received from NSCAD University community; and
  - (G) submit a ranked list to the Board.
- 34.04 The Board in its sole discretion shall decide which of those candidates interviewed, if any, is offered the position.
- 34.05 When a Search Committee is struck for a position below that of President, the President may be a member of the committee.
- 34.06 If an interim appointment is made to fill the vacancy, then such appointments shall be of no more than twelve (12) months duration. Such an interim appointment may be renewed for a further period not to exceed six (6) months. When an interim appointment is made, the Union shall be provided with notification in writing of the term of the appointment.

- 34.07 (A) The President shall undertake a review of the performance of the Vice-President, Academic and Research, and other academic administrators above the level of Division Chair during the penultimate year of their contracts if the incumbent is seeking renewal.
- (B) The President shall invite written, signed comments from the academic community including students.
- (C) The President shall report his/her findings and recommendations to the full Board.
- (D) The Board in making its decision on renewal, shall consider the published objectives of the appointment, the written comments of the academic community including students, and the recommendation of the President.
- (E) The Board's decision shall be final.

#### **ARTICLE 35 - COMPLEMENT**

- 35.01 For the purposes of this Article, the Complement is defined as the number of Regular Full-Time and Regular Pro-Rated Faculty and Librarian positions in the Bargaining Unit. Academic Administrators as defined in Clauses 34.01 (A) and (B) are excluded from the Bargaining Unit and are not included in the Complement.
- 35.02 At the time of signing this Agreement, the Complement equals forty-four and a half (44.5) and includes 2 Librarians.
- 35.03 The Employer agrees to maintain the current Complement and to fill all vacancies that may occur as the result of resignation, retirement, dismissal, or death.
- 35.04 The Employer further agrees (except for financial exigency as per Article 25 or dramatic declines in enrollment) to increase the Complement to forty-eight filled positions by June 30, 2011, prior to the expiry of this Agreement. In order to achieve this increase to the Complement, the Employer will identify the areas most in need of additional faculty positions and establish Selection Advisory Committees in order of priority.
- 35.05 By September 30 of each year, the parties shall agree on an updated list of Faculty and Librarian positions (the "Complement List"). If the number of filled positions is below the established Complement, the Board shall declare the vacancies required to fill the Complement.
- 35.06 Any vacancy appearing on the Complement List shall be deemed to be pre-approved by the Board and a Selection Advisory Committee shall be struck in a timely manner.
- 35.07 Vacancies on the Complement List may be filled with Limited Term or Sessional positions only in accordance with Clause 16.02.
- 35.08 When a faculty member retires, a vacancy will be declared and a Selection Advisory Committee will be struck as soon as possible so that the position can be filled on July 1 following the retirement. Should the Vice-President, Academic and Research, in consultation with the Chair of the Division in which the retirement takes place, determine that declining enrollment or program changes mean that a replacement faculty member is not needed, the Vice-President, Academic and Research, in

consultation with all Division Chairs, shall determine in which teaching area the vacancy will be declared.

#### **ARTICLE 36 - INDIVIDUAL COURSE APPOINTMENTS**

- 36.01 Persons appointed to Individual Course Appointments are not members of the Bargaining Unit and no other provisions of this Agreement except this Article and Articles 6 – No Discrimination, 8 – Academic Freedom and Responsibility, 20 – Grievance and Arbitration, (but only insofar as a grievance or arbitration is to enforce the provisions of this Article), 21 - Official Personal Files, 27 – Copyrights and Patents, 32 – Salary and Benefits, (but only insofar as it applies specifically to Individual Course Appointees) and 38 – Technology, shall apply to them. Persons will be appointed to Individual Course Appointments on a semester basis.
- 36.02 A person who has been appointed to teach an individual course shall be designated as an Instructor for the semester of the appointment.
- 36.03 Persons employed on Individual Course Appointments shall teach no more than two (2) Half-Day Courses, or equivalent, per semester.
- 36.04 (A) A person on an Individual Course Appointment shall be remunerated for each Half-Day Course or equivalent in accordance with the salary grid set out in Appendix “K”.
- (B) When registration for a course taught by a person on an Individual Course Appointment exceeds fifty (50) students, marking assistance shall be provided as in Clause 13.03 (G).
- (C) Individual Course Appointees who teach courses in which enrollments are in excess of ninety (90) students shall be paid twenty-five dollars (\$25.00) per student for each student in excess of ninety (90) as enrolled by the last day to add.
- 36.05 If a course in respect of which an Individual Course Appointee has signed a letter of appointment is cancelled, the Appointee shall be notified of such cancellation as soon as possible and shall be paid a cancellation fee as described in Clause 32.06 (B).
- 36.06 In the Summer Semester, notwithstanding Clause 36.03, the Employer may offer Individual Course Appointees additional teaching responsibilities in relation to the course Independent Study, and shall remunerate such responsibilities as described in Clause 32.18 (B) and (C).

#### **ARTICLE 37 - REGULAR PART-TIME FACULTY APPOINTMENTS**

- 37.01 Persons appointed to Regular Part-Time faculty appointments are members of the Bargaining Unit. Appendix “J” lists those employees who are deemed to hold Regular Part-Time faculty appointments at the time of signing of this Agreement.
- 37.02 **Determining Eligibility for Regular Part-Time Appointments**
- (A) A person becomes eligible for Regular Part-Time faculty status when the person has been employed as an Individual Course Appointee to teach at least:
- (i) eight (8) individual Half-Day Courses or equivalents, as defined in Clause 1.24 within three (3) consecutive Academic Years, including the current Academic Year; or
- (ii) an individual Half-Day Course each year for five (5) consecutive Academic Years, including the current Academic Year.

- (B) To be eligible for a Regular Part-time appointment, an applicant who is not, as of May 1, 2014, a Regular Part-time appointee must have completed a Master's degree in a relevant discipline, or have equivalent professional experience.
- (C) Notwithstanding Clause 37.02 (A), for the purposes of determining eligibility for Regular Part-Time faculty appointments, each one (1) semester Sessional Appointment shall count as the equivalent of three (3) Half-Day Courses.
- (D) Regular Part-Time Status shall cease to apply if:
  - (i) A Regular Part-Time faculty member has been dismissed and not reinstated pursuant to Article 20 - Grievance and Arbitration; or
  - (ii) A Regular Part-Time faculty member has not taught at the University for a period in excess of twenty-five (25) months unless they have been on unpaid leave of absence as per Clause 37.09. Periods of employment on Sessional, or Limited Term Full-Time, or Limited Term Pro-Rated Appointments, or periods of time when the employee is unable to work as the result of illness, shall not be included when determining whether or not a Regular Part-Time faculty appointment is terminated pursuant to this Clause.
  - (iii) The employee requests that his/her name be removed from the list.

**37.03 Notification of Eligibility**

When a person becomes eligible for a Regular Part-Time faculty Appointment as per Clause 37.02, the Vice-President, Academic and Research shall notify him/her and the Union in writing no later than July 15 of the Academic Year in which he/she satisfies the eligibility criteria. The letter shall indicate the following:

- (A) that he/she is eligible to be reviewed for Regular Part-Time faculty status;
- (B) that he/she must give written notification to the Vice-President, Academic and Research not later than the following October 1, that he/she is applying for a Regular Part-Time faculty Appointment;
- (C) that the review will take place as per Clause 37.05;
- (D) the Collective Agreement is available on the NSCAD web site, and
- (E) that he/she should provide a curriculum vitae and a Teaching Dossier (as described in Appendix "L").

**37.04 Second Notification of Eligibility**

- (A) If a person who is notified of their eligibility as per Clause 37.03, chooses not to apply, a second notification of eligibility will be given not later than July 15 of the year following, if they continue to meet the eligibility requirements as defined in Clause 37.02.
- (B) If a person's application for Regular Part-Time status is unsuccessful, a second notification of eligibility will be given not later than July 15 of the second year following their unsuccessful application, if they continue to meet the eligibility requirements as defined in Clause 37.02.

**37.05 Regular Part-Time faculty Review Procedure**

- (A) By October 15 the Vice-President, Academic and Research shall notify the Chair of each Division in which the applicant has taught of the application. Within twenty-one (21) days of

this notification the Division Chair(s) shall prepare a report which shall address the applicant's teaching performance and Professional and/or Scholarly Activity as set out in Clause 37.05 (C) (ii) and submit it to the applicant. The applicant shall sign the report to indicate that it has been read and may attach written comment. The signed report, with attached comment, if any, shall be forwarded to the Vice-President, Academic and Research for inclusion in the Official Personal File and a copy shall be sent to the applicant.

- (B) A person who has applied to be reviewed for a Regular Part-Time faculty Appointment as per Clause 37.03 (B) shall have the application reviewed by a Review Committee consisting of the Vice-President, Academic and Research who shall serve as Review Committee Chair, the Division Chair of the area in which the applicant taught the majority of courses, and one (1) Regular Full-Time, or Regular Pro-Rated faculty member elected from and by the faculty in the individual's Division(s).
- (C) The Review Committee shall apply the following standard and procedures:
  - (i) The Review Committee shall examine all material pertinent to the applicant's teaching performance which is contained in the applicant's Official Personal File including the aggregated results of the Instructional Assessment Forms, the Division Chair(s) Report(s) as per Clause 37.05 (A), and the applicant's curriculum vitae. In addition, the Review Committee shall examine the applicant's Teaching Dossier and any other optional material which relates to the applicant's Professional and/or Scholarly Activity which has been submitted by the applicant. Based solely on the material in the Official Personal File, the applicant's Teaching Dossier and the optional material described above, the Review Committee shall determine whether the applicant has met the standard defined in Clause 37.05 (C) (ii).

For the purposes of this Clause, members of Unit II may substitute their Unit II job performance for Professional and/or Scholarly Activities.
  - (ii) The required standard for the granting of a Regular Part-Time Appointment is a good overall standard of achievement in the applicant's teaching performance. The parties also recognize the valuable contributions that an active Professional and/or Scholarly practice (as reflected in the applicant's curriculum vitae) can make toward teaching performance. Though the Review Committee may take such contributions into consideration when making their recommendation, applicants who meet the required standard in their teaching performance alone shall be granted Regular Part-Time status.
  - (iii) The Review Committee shall send the report to the Vice-President, Academic and Research, with a copy to the applicant, no later than January 15 of the Academic Year following the Academic Year in which he/she met the eligibility criteria described in Clause 37.02.
  - (iv) The applicant may respond in writing to the Review Committee's report and any such response shall be sent to the Vice-President, Academic and Research within ten (10) calendar days of the receipt of the report.
- (D) The Vice-President, Academic and Research shall consider the report of the Review Committee, and the applicant's response, if any, as well as material in the Official Personal File, and the applicant's Teaching Dossier before making a recommendation to the Board to grant or not to grant a Regular Part-Time Appointment. The Vice-President, Academic and

Research shall forward a copy of the Review Committee's report and the applicant's response, if any, to the Board. The Board shall grant the appointment if the applicant meets the required standard set out in Clause 37.05 (C) (ii). The decision of the Board shall be communicated by the President or his/her designate in writing to the applicant on or before May 1, giving reasons for the decision reached.

- (E) Regular Part-Time status will be in effect as of May 1 in the year in which the Board grants the appointment. A faculty member who has attained this status shall immediately be placed on the Precedence List as provided for in Article 37.06.

**37.06 Precedence List**

- (A) The Employer shall maintain a Precedence List of individuals who have attained the designation of Regular Part-Time faculty. The Precedence List as of September 1, 2015 is in Appendix "J".
- (B) Precedence shall be determined by the sum of the number of Half-Day Courses or equivalents (as defined in Clause 1.12) that the employee has taught, and the number of years of teaching service.
- (C) Placement on the Precedence List shall entitle the Regular Part-Time faculty member to the right of first refusal to teach a course(s) that he/she has previously taught and that has not been assigned to Regular Full-Time, Regular Pro-Rated, Limited Term Full-Time, Limited Term Pro-Rated or Sessional faculty.
- (D) Courses shall not be assigned to any Regular Part-Time faculty in any semester unless Regular Part-Time employees at higher Regular Part-Time levels who have previously taught these courses have been assigned the maximum allowable teaching load or have declined the assignment or are on leave.
- (E) Courses that have been previously taught by Regular Part-Time faculty members shall be assigned to the eligible employee with the most precedence. Distribution of additional courses, if any, shall be equitable among eligible employees within the same Regular Part-Time level. Where precedence is equal, rotation shall prevail.
- (F) For the purposes of this Article, the term "courses that he/she has previously taught" is understood to include courses that may have different names, course codes or assigned credit values, but have substantially the same content, as indicated by the official course description.

**37.07 Regular Part-Time Teaching Assignments**

- (A) Regular Part-Time faculty member shall teach no more than three (3) Half-Day Courses or the equivalent (as defined in Clause 1.12) per semester to a maximum of six (6) Half-Day courses per Academic year.
- (B) Regular Part-Time faculty members shall notify the Division Chair(s) with a copy to the Vice-President, Academic and Research, how many courses they are available to teach by the following dates:
  - September 15<sup>th</sup> for Summer Semester
  - January 15<sup>th</sup> for Fall Semester
  - March 15<sup>th</sup> for Winter Semester
- (C) In the Summer Semester, notwithstanding Article 37.07 (A), the Employer may offer Regular Part-Time faculty additional teaching responsibilities in relation to the course Independent

Study when offered in the Summer, and shall remunerate such responsibilities as described in Clause 32.18 (B).

- (D) The Office of Academic shall maintain an accurate and up-to-date list of those courses for which each Regular Part-Time faculty member has attained the right of first refusal. This list shall be made available to all Division Chairs to assist them in making their staffing recommendations.
- (E) Regular Part-Time faculty members shall **be electronically notified to their NSCAD University faculty email address** of their teaching assignments as far in advance as reasonably practical but in any event no less than six (6) weeks prior to the commencement of the semester except for summer courses for which the University shall notify Regular Part-Time faculty members as far in advance as possible but not later than April 15. Teaching assignments may be declined without penalty by Regular Part-Time faculty members for a maximum of twelve (12) consecutive months. A Regular Part-Time faculty member shall give written notification to the Vice-President, Academic and Research no later than twenty-one (21) days following receipt of his/her course assignments, of his/her decision to accept or decline a teaching assignment.

When a Regular Part-Time faculty member declines a teaching assignment, those courses shall be re-assigned to the next eligible Regular Part-Time faculty on the Precedence List according to the procedures described in Clause 37.06.

- (F) The Employer may ask a Regular Part-Time faculty member to teach a course which he/she has not taught before, subject to (i) and (ii) below.
  - (i) The Regular Part-Time faculty member may accept the offer of a new course assignment for one semester, but shall not lose right of first refusal in future semesters for those courses for which he/she has established such right.
  - (ii) The Regular Part-Time faculty has the right not to accept an offer to teach a new course, and shall then be offered a course for which he/she has the right of first refusal to teach.
  - (iii) If a Regular Part-Time Faculty member accepts the offer of a new course, the course shall be added to the member's list of courses for which he or she has the right of first refusal after he or she has taught the course two (2) times.
  - (iv) When a Regular Part-Time faculty member does not respond to the written offer of a teaching assignment within twenty-one (21) days of the date of the offer, the course shall be offered to the next eligible Regular Part-Time faculty member on the Precedence List described in Clause 37.06.
- (G) Notwithstanding Clause 37.05 (E) the Employer shall update the Precedence List annually to include any changes resulting from course assignments in the previous academic year. By October 1 of each year, the Employer shall provide to the Union a Precedence List updated to August 31, the end of the preceding academic year.
- (H) If a teaching assignment cannot be filled through the above process the following procedures shall apply:
  - (i) By May 15 for Fall, September 15 for Winter, and January 15 for Summer, the Employer will post on the NSCAD Human Resources web page a list of courses that

have not already been staffed with Full-Time, Pro-Rated or Regular Part-Time Faculty.

- (ii) Once each list has been posted, the Employer shall email all current Regular Part-Time Faculty to advise them that the list of unstaffed courses has been posted on the NSCAD Human Resources web page. All course descriptions for the posted courses will be available on WebAdvisor.
- (iii) Any qualified Regular Part-Time faculty members may submit application to the Vice-President, Academic and Research, along with a CV, specifying the course(s) for which they wish to be considered.
- (iv) The application deadline for these courses shall be fourteen (14) calendar days after the date the email was sent.
- (v) The Vice-President, Academic and Research will review all applications with the Chair of the appropriate Division and will review Teaching Evaluations, the most recent CV and credentials.
- (vi) The Division Chair(s) shall review the applications and consult with Regular Full-Time and Regular Pro-Rated faculty members in the Teaching Unit(s) relevant to each course and make recommendations to the Vice-President, Academic and Research no later than fourteen (14) calendar days after the application deadline.
- (vii) After receiving the recommendations from the Division Chair(s) the Vice-President, Academic and Research may offer a previously unstaffed course(s) to a Regular Part-Time faculty member.
- (viii) If an unstaffed course cannot be filled through the above process, the Employer may offer the course to an Individual Course Appointee.
- (I) A Regular Part-Time faculty member or anyone not a member of the Bargaining Unit may propose to a Division Chair a new workshop or a special topic course in his/her area of particular expertise. If the course is approved, it will be exempt from the selection process described in Article 37.07 (H) and shall be offered to the individual who proposed it.

**37.08 Teaching Performance Monitoring by the Vice-President, Academic and Research**

- (A) Each three (3) years, the Vice-President, Academic and Research shall monitor the teaching performance of each Regular Part-Time faculty member. The following information shall be used for each Regular Part-Time faculty member's teaching performance Monitoring:
  - (i) Instructional Assessments
  - (ii) Curriculum Vitae, Teaching Dossier (as described in Appendix "L") and Professional Activities Report, if provided.
- (B) If performance monitoring indicates an unsatisfactory level of teaching performance, the Vice-President, Academic and Research may convene a meeting with the employee to discuss the employee's performance at a mutually agreeable time before June 1. Within fourteen (14) days, the Vice-President, Academic and Research shall prepare a summary report of the meeting and present it to the employee. The employee shall sign the report to indicate that it has been read and may attach written comment. This signed report, with attached comment if any, shall be placed in the employee's Official Personal File. A copy shall be sent to the employee within seven (7) days.

**37.09 Leave of Absence**

Unpaid leaves of absence shall be granted to persons on Regular Part-Time faculty Appointment upon request without penalty for a maximum of twenty-four (24) consecutive months per leave. Unpaid leaves of absence of longer duration may be granted at the discretion of the Board. Normally, requests for leaves of absence shall be submitted by May 30 of the Academic Year preceding the requested leave. Any Regular Part-Time faculty member upon returning from an unpaid leave of absence of up to twenty-four (24) consecutive months shall retain his/her previously held Precedence (i.e. Total Courses plus Service) on the Precedence List.

**37.10 Remuneration**

- (A) Employees on Regular Part-Time faculty Appointments shall be remunerated as per Clause 32.05 (D).
- (B) When registration for a course taught by a Regular Part-Time faculty Appointee exceeds fifty (50) students, marking assistance shall be provided as described in Clause 13.03 (G).
- (C) Regular Part-Time faculty members who teach courses in which enrollments are in excess of ninety (90) students shall be paid twenty-five dollars (\$25.00) per student for each student in excess of ninety (90) as enrolled by the last day to add.

**37.11 Course Cancellation**

If a course in respect of which a Regular Part-Time Appointee has signed a letter of appointment, is cancelled, the Appointee shall be notified of such cancellation as soon as possible and shall receive a cancellation fee as described in Article 32.06.

**37.12 Professional and Scholarly Activity Fund**

Regular Part-Time faculty members are eligible to receive funds from the Regular Part-Time Professional and Scholarly Activity Fund as per Clause 32.16.

**ARTICLE 38 - TECHNOLOGY**

38.01 Pedagogical decisions concerning how to teach a course, and in particular, concerning the inclusion of any particular technique or technology, are the responsibility of the faculty member who has the primary responsibility for designing the course in consultation with the Division Chair

**38.02 Technology Assisted Courses**

- (A) Technology Assisted Courses include those which in whole or in part:
  - (i) are taught by correspondence or teleconferencing;
  - (ii) are videotaped, recorded or otherwise electronically stored, broadcast or televised; or
  - (iii) are transmitted or received via the internet or the world wide web.
- (B) A Technology Assisted Course shall only be recorded or stored with the consent of the employee assigned to teach the course.
- (C) An employee teaching a Technology Assisted Course retains the copyright pursuant to Article 27.

- (D) The Employer may offer a Technology Assisted Course, in whole or in part, only with the consent of the holder of the copyright.
  - (E) If agreed jointly by the Vice-President, Academic and Research and the appropriate Division Chair, a Technology Assisted Course may be weighted at one point five (1.5) times the value normally assigned.
- 38.03 The Employer agrees that there shall be no lay-offs of Full-Time or Pro-Rated employees due to the introduction of Technology Assisted Course offerings at NSCAD University during the term of this Agreement.
- 38.04 **Access to Personal Communications and Files**
- (A) While the Union Acknowledges the need for system servicing, the Employer agrees that it shall not access personal communications and files, whether on paper or in electronic form with the intent of obtaining information for any reason other than to meet any legal requirement that NSCAD University may have regarding access to information.
  - (B) When it can be reasonably surmised that misuse of University equipment and/or services may have occurred, the Vice-President, Academic and Research shall describe such concerns in writing and invite comment from the employee.
- 38.05 **Technology Committee**
- (A) The Employer and the Union agree that new technologies may radically affect teaching, research, and administrative activities. The parties therefore agree that a Technology Committee should be maintained to monitor emerging technologies and advise on avenues for exploration. The Committee shall be comprised of two (2) members selected by the Employer, two (2) members selected by the Union, and the Director of the Multimedia Centre.
  - (B) The Employer and the Union further agree that should the Employer wish to consider the importation of Technology Assisted courses at NSCAD University, the Technology Committee shall be charged with examining the issues in detail. Until such time as the Employer and the Union have reached agreement on these issues, no Technology Assisted courses offered by anyone, or any organization other than the Employer, shall be imported by any means for use by NSCAD University.

## **ARTICLE 39 - OPENNESS AND TRANSPARENCY**

- 39.01 The parties agree that openness and transparency encourage collegiality and academic freedom. In addition, openness fosters accountability and responsibility, and safeguards fairness and due process in accordance with good employer/employee relations.
- 39.02 In the spirit of such openness and transparency, the Employer agrees that:
- (A) When it appears that a decision being contemplated by the Employer will have a materially adverse impact upon the working conditions of the members of the Bargaining Unit, the Employer shall seek input from the affected Bargaining Unit.
  - (B) The following will be supplied annually to the Union:
    - (i) a copy of the audited financial information provided annually to the Board of Governors;

- (ii) the salaries and perquisites of all members of Bargaining Unit I, pursuant to Clause 32.04, and those of Unit II; and
  - (iii) the combined salaries and perquisites of all academic administrators referred to in Article 34 other than the President.
- (C) All public documents available to government agencies, either electronic or paper copies, shall be available to the Union upon reasonable notice in the form requested and for a reasonable fee.

#### **ARTICLE 40 - PROGRAM AND/OR DIVISION ESTABLISHMENT, MODIFICATION OR DISCONTINUATION**

- 40.01 In the event that the Board seeks to implement significant modifications to a program or to discontinue or establish a program or Division, the Board shall provide reasonable notice and consult with the affected employees and the Faculty Forum.
- 40.02 In the case of the discontinuation of a program or Division, consultation shall begin at least one year before any such implementation.

#### **ARTICLE 41 - FLEXIBLE RETIREMENT**

- 41.01 A Regular Full-Time or Regular Pro-Rated faculty member who has reached the age of fifty-eight (58) and who has twenty (20) years employment at the University may take Flexible Retirement. Members who take Flexible Retirement shall receive:

(A) **Option One:**

- (i) Annual payments of twenty-five percent (25%) of the employee's pre-retirement salary until the end of the month of the employee's 65<sup>th</sup> birthday;
- (ii) participation in the University's benefit plans as per Clause 41.02; and
- (iii) entitlement, until June 30<sup>th</sup> following the employee's 65<sup>th</sup> birthday, to teach each year one (1) Half-Day Course in the semester of the employee's choice. Remuneration for each Half-Day Course shall be at the rate of eight percent (8%) of the employee's pre-retirement annual full-time salary.

OR

(B) **Option Two:**

- (i) Annual payments of thirty percent (30%) of the employee's pre-retirement regular annual salary until the end of the month of the employee's 65<sup>th</sup> birthday; and
- (ii) Participation in the University's benefit plans as per Clause 41.02.

- 41.02 Employees who are members of the University's health and dental plans and who take Flexible Retirement may continue to participate in these plans up to the retired employee's 65<sup>th</sup> birthday provided they pay the full premiums of the benefit plans. By January 1 of each year, the retired employee shall provide the Business Office with monthly post-dated cheques to cover the premiums for health and dental plans.

- 41.03 Employees who are members of the University's pension plan and who retire prior to their normal retirement date may make voluntary contributions to the pension plan up to their normal retirement date.

By October 1 of any year, employees eligible for and wishing to take Flexible Retirement shall so inform the Office of the Vice-President, Academic and Research. Employees who wish to teach a course in a selected semester in accordance with Clause 41.01 (A) (iii) shall advise the Office of the Vice-President, Academic and Research no later than November 1 and in each succeeding year, no later than November 1, until June 30 following the retired employee's 65<sup>th</sup> birthday.

#### **ARTICLE 42 - DURATION**

- 42.01 This Agreement, other than the items listed in Clause 42.02, shall not be retroactive, but shall apply from and after the date of signing noted below and shall continue in effect until June 30, 2018.

- 42.02 The following items shall be retroactive to January 1, 2016:

Clause 32.05 Salary (including Sabbatical Salary, Benefits)

Clause 32.09 Chairs and Directors Remuneration (excluding course relief)

Clause 32.12 Pension

Clause 32.18 Overload Pay

Clause 32.20 Credit toward the Health Spending Account for Regular Part Time Faculty

Salary Grids set out in Appendices "I" and "K"

- 42.03 Either party wishing to re-negotiate this Agreement shall, between April 1, 2018 and June 30, 2018, give written notice to the other of its desire to re-negotiate. All provisions of this Agreement shall apply during such negotiations until agreement is reached or the commencement of a legal strike or a lock out position pursuant to the Trade Union Act.

Signed at Halifax, Nova Scotia this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The Board of Governors of the  
Nova Scotia College of Art and Design

The Faculty Union of the  
Nova Scotia College of Art and Design

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Witness to all of the foregoing signatures: \_\_\_\_\_

## **APPENDIX “A” - Exclusions**

### Exclusions:

- All Members of FUNSCAD Unit II, except insofar as they are employed as Regular Part-Time Faculty
- All Non-Faculty members of the Board of Governors
- All other Non-Faculty Support Staff
- Academic Officer
- Associate Vice-President, Student Experience & Registrar
- Associate Vice-President, University Relations
- Director of Admissions and Enrollment Services
- Director of Facilities Management
- Director of Human Resources
- Director of Communications
- Director of Computer Services
- Director of Finance / Controller
- Manager of Advancement Services
- Manager of Finance & Compensation
- Manager of the School Store
- President
- Vice-President, Academic and Research
- Vice-President, Finance and Administration

## APPENDIX "B" - Grievance Form

1. Grievor's Name: \_\_\_\_\_
2. Description of the event giving rise to the grievance:
3. Statement of the nature of grievance (may refer to applicable clauses of Collective Agreement).
4. Remedy sought:
5. Signature of Grievor: \_\_\_\_\_
6. Date: \_\_\_\_\_

## **APPENDIX “C” - Professional Activities Report**

For the period May 1 to April 30.

Professional Activities Reports shall use the following categories as a guide (see Clause 1.21):

- Conference attendance
- Conference papers, presentations
- Consultancy
- Commissions
- Exhibition (solo or group)
- Exhibition curation/organization
- Exhibition reviews received
- Works in public collections
- Publications (books, journals, reviews, catalogues)
- Teaching by invitation outside NSCAD University
- Other
- Grants
- Memberships
- Activities in progress

Accurate and consistent referencing should be provided as appropriate.

Completed Reports shall be returned to the Office of the Vice-President, Academic and Research by May 7.

**APPENDIX "D" - Instructional Assessment Form (Regular Full-Time & Pro-Rated Faculty)**

INSTRUCTOR: \_\_\_\_\_

Course: \_\_\_\_\_

Number of Students: \_\_\_\_\_

The instructor and NSCAD University are interested in your views and experiences as a student in this course. Your written comments and your answers will help strengthen the curriculum. Completion of the questionnaire is voluntary. Please give careful and serious consideration to your responses as the results are used to assist in faculty assessments, appointments, promotions, and review processes.

How would you assess the instructor's performance in the following areas:

	Very Good	Good	Satis- factory	Poor	Very Poor	Not Applic.
In creating a challenging work environment						
In communicating effectively						
In making the objectives of the course clear:						
In selecting applicable material for presentation:						
In organizing the classes:						
In giving assignments suited to the course:						
In making the workload appropriate for the course credits:						
In responding to questions and comments:						
In meeting classes regularly as scheduled:						
In making useful comments on student's work:						
In being available for out of class consultation:						

**APPENDIX "D" – Instructional Assessment Form (Regular Part-Time Faculty & ICA'S)**

INSTRUCTOR: \_\_\_\_\_

Course: \_\_\_\_\_

Number of Students: \_\_\_\_\_

The instructor and NSCAD University are interested in your views and experiences as a student in this course. Your written comments and your answers will help strengthen the curriculum. Completion of the questionnaire is voluntary. Please give careful and serious consideration to your responses as the results are used to assist in faculty assessments, appointments, promotions, and review processes.

How would you assess the instructor's performance in the following areas:

	Very Good	Good	Satis- factory	Poor	Very Poor	Not Applic.
In creating a challenging work environment:						
In communicating effectively:						
In making the objectives of the course clear:						
In selecting applicable material for presentation:						
In organizing the classes:						
In giving assignments suited to the course:						
In making the workload appropriate for the course credits:						
In responding to questions and comments:						
In meeting classes regularly as scheduled:						
In making useful comments on student's work:						
Overall:						

Instructor: \_\_\_\_\_

Course: \_\_\_\_\_

Date: \_\_\_\_\_

#### INSTRUCTIONAL ASSESSMENT FORM

This part of the form shall be returned to the instructor after the grades for the course have been submitted to the Registrar. Please give careful and serious consideration to your responses, as your comments will provide further information that will help the instructor. Use the back of this page if necessary.

How well does the instructor communicate the objectives and requirements of this course?

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Please comment on the instructor's preparation, organization and presentation of course materials, as relevant to this particular course.

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Does the instructor make appropriate demands (workload, exams, attendance, papers, etc.)?

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Is the instructor receptive and responsive to questions and comments from students?

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---

Comment on the instructor's ability to direct and provide challenges within the course.

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Please make any additional comments or recommendations for improvement that you feel are relevant to the course.

## **APPENDIX “E” - Requests for Letters of Reference and Reminder Letters**

As Described in Clause 15.03

### **Letter 1: Request for Letter of Reference for promotion and for Appointment renewal**

Dear \_\_\_\_\_,

Thank you for agreeing to serve as an external reviewer (referee) for the application by \_\_\_\_\_ for \_\_\_\_\_.

Enclosed, please find the candidates dossier along with a detailed curriculum vitae. In accordance with our Collective Agreement, the candidate is permitted to include supporting materials (books, catalogues, papers, etc.) along with their application. These materials may be provided in a format of his/her choosing.

While the materials enclosed will be useful to you in evaluating the candidate’s professional and/or scholarly activity, we expect the review to focus on the candidates career as outlined in the cv, along with the significance of the candidate’s achievements in the publication and/or exhibition record. Please address to what extent \_\_\_\_\_ has made a contribution to \_\_\_\_\_ (his/her) field of practice and/or study, as evidenced by the cv and any supporting materials. How has his/her work impacted his/her field and how does he/she compare to others in the same field at the same stage of career development?

The more precise and specific you can be in your comments, the more helpful they will be. Ultimately, we will make our assessment on the basis of the total record, not just on professional and/or scholarly activity, and on our own criteria and standards. You should be aware that your response may be made available to the candidate.

We would appreciate your assessment by \_\_\_\_\_ in order for us to meet the deadlines in the process. If you have any questions please contact \_\_\_\_\_.

Again, NSCAD is deeply appreciative of your help, and we look forward to hearing back from you.

With all best wishes,

Vice President, Academic and Research

CC: Committee Chair

Letter 2: Reminder

Dear \_\_\_\_\_:

I am writing you regarding your assessment of Professor \_\_\_\_\_. As you know, we requested that you submit your assessment to us by \_\_\_\_\_. As that date is fast approaching, I am writing to express our hope that you will be in a position to give us your views by that time.

Your views and expertise in this matter are of critical importance to us. If you anticipate any delays in providing us with the requested assessment, please advise me at the earliest opportunity. Thank you for your kind assistance in this matter.

Letter 3: Reminder

Dear \_\_\_\_\_:

I am writing you regarding your assessment of Professor \_\_\_\_\_. As you know, we requested that you submit your assessment to us by \_\_\_\_\_. As that date is now passed, I am writing to request that you provide assessment as soon as possible.

Your views and expertise in this matter are of critical importance to us and our consideration of the candidate will be incomplete unless we have your input. If you anticipate any significant delay in providing us with the requested assessment, please advise me at the earliest opportunity.

Thank you for your kind assistance and attention to this matter.

## **APPENDIX “F” - Major Recognition**

The highest rank will only be awarded where the faculty member or librarian member has received the recognition of peers for his/her performance. While NSCAD University recognizes that “major recognition” will differ by discipline, in most disciplines, employees seeking promotion to the highest rank should have achieved major recognition at the national or international level. Employees who indicate that they have achieved recognition only at the regional level must demonstrate extraordinary breadth and length of commitment and achievement and must indicate why regional recognition is the appropriate criteria for gauging their achievement. The following tables offer examples, neither exhaustive nor prescriptive, which NSCAD University would review to determine evidence of major recognition:

**TABLE A: Examples of Major Recognition for Faculty Promotion**

Studio Practice	Group exhibitions; solo exhibitions; curating of exhibitions; inclusion of work in public/private collections; publications (books, monographs, articles, reviews, videos, films); awards; commissions; grants; participation on juries; invitations to speak at other institutions; organizing conferences; moderating conference panels; invitations to speak at conferences; officer in professional organizations.
Consulting Practice	Publications (books, monographs, articles, reviews, videos, films); commission; contract work; officer in professional organizations; awards; grants; participation on juries, panels, public committees; invitations to speak; organizing conferences; moderating conference panels; invitations to speak at conferences; development of curricula or programs for external bodies.
Academic Practice	Invitations to speak at other institutions; curating of exhibitions; publications (books, refereed journals, articles, reviews, videos, films); officer in professional organizations; editorships; research grants; awards; organizing conferences; moderating conference panels; invitations to speak at conferences; academic consulting contracts.

**TABLE B: Examples of Major Recognition for Librarian Promotion**

Librarian Practice	Publications; awards; research grants; invitations to speak at other institutions or conferences; organizing conferences; moderating conference panels; officer in professional organizations; editorships; consulting at other institutions.
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## **APPENDIX "G" - Supplementary Employment Benefit Plan**

See Article 23 – Other Leaves

### **Purpose**

The purpose of the plan is to supplement Employment Insurance benefits paid during periods of pregnancy and parental leave (adoption) to employees of the Faculty Union of the Nova Scotia College of Art and Design ("FUNSCAD"), Unit I, certified by the Nova Scotia Labor Relations Board.

### **Term of Agreement**

The term of the plan will coincide with the term of the Collective Agreement and all subsequent agreements which provide the pregnancy and parental leaves to be supported under a similar plan. The plan will be effective on the date of signing of the current Collective Agreement between the parties and will terminate December 31, 2012 subject to extensions as may be provided under successor collective agreements.

### **Administration**

NSCAD University will administer the plan and, subject to the provisions of the Collective Agreement and the provisions contained herein, will be the only authority for determining eligibility for benefits under the plan.

### **Plan Funding**

NSCAD University's contribution to the plan will be paid from operating funds. A separate accounting will be maintained on all payments. Since no trust fund will be established, the employees will have no vested interest in such a fund.

### **Eligibility**

- (A) Any employee, as defined in the Collective Agreement, having been employed with NSCAD University for a minimum of six (6) months, who is granted pregnancy leave consistent with Clause 23.06 of this Collective Agreement will be eligible for benefits under the plan, or
- (B) Any employee, as defined in the Collective Agreement, having been employed with NSCAD University for a minimum of one (1) year, who is granted Parental Leave for Adoption consistent with Clause 23.08 of this Collective Agreement will be eligible for benefits under the plan, provided the employee has:
  - (i) applied for the Employment Insurance benefits;
  - (ii) complied with the reporting requirements of Human Resources Development Canada and NSCAD University; and
  - (iii) qualified under the Employment Insurance Act for Employment Insurance benefits as determined by Human Resources Development Canada and supplementary benefits as outlined herein.

The employee will be required to supply the Employer with proof that she/he qualifies for Employment Insurance benefits and is in receipt of such benefits.

An employee disentitled or disqualified from receiving benefits is not eligible for Supplementary Employment Benefits under this plan.

### **Benefit**

The benefit payable by NSCAD University under the plan is a bimonthly amount, which combined with the Employment Insurance benefit and any other earnings will equal ninety-five percent (95%) of the employee's normal pay over the period of pregnancy leave or parental leave. Benefits will be paid up to a maximum of fifteen (15) consecutive weeks for Pregnancy Leave and ten (10) weeks for Parental (Adoption) Leave preceded by an Employment Insurance waiting period of two (2) weeks. All amounts paid under the plan will be subject to normal income tax deductions.

### **Benefit Non-Entitlement**

- (A) Total benefits (including the payment by the Employer) are not payable for any period in which the employee is disqualified or disentitled from receipt of benefits under the Employment Insurance Act as determined by Human Resources Development Canada.
- (B) Benefits are not payable if:
  - (i) the employee has been dismissed or suspended as per Clause 19.03 of the Collective Agreement;
  - (ii) the employee has terminated her/his employment through resignation;
  - (iii) an application is made during a period when the employee is currently on strike, participating in picketing or concerted work interruption;
  - (iv) the employee is on an approved leave of absence without pay; or
  - (v) the employee is receiving Insurance benefits under NSCAD University's Long Term Disability plan.

### **Application for Benefits**

- (A) An employee may make application to NSCAD University for pregnancy leave commencing at any time from a day sixteen (16) weeks immediately preceding the specified date of delivery. Application should also be made at the same time to Human Resources Development Canada so that, if the employee qualifies for benefits, they may commence at the end of the two (2) week waiting period.
- (B) An employee wishing to apply for parental (adoption) leave should provide NSCAD University with as much information as possible regarding the probable dates of the leave.
- (C) A claimant for benefits under this plan must sign an undertaking with NSCAD University on a prescribed form (see end of this Appendix) providing that:
  - (i) she/he will return to work on the working day immediately following the expiry date of her pregnancy or parental leave, or any authorized extension thereof, and
  - (ii) she/he will remain in the employ of NSCAD University for at least seventeen (17) weeks following her return to work, and
  - (iii) should she/he fail to return to work as provided under (i) above, NSCAD University, at its option, may require her/him to repay the full amount of the Supplementary Employment Insurance Benefits received during the entire period of the pregnancy leave or parental (adoption) leave, and
  - (iv) should she/he leave NSCAD University's employ before the seventeen (17) weeks have elapsed as provided under (ii) above, NSCAD University, at its option, may require her/him to repay a proportion of such benefits equal to that proportion of the seventeen (17) week period she/he has not worked.

### **Benefit Adjustment**

If NSCAD University determines that any benefit paid under the plan should not have been paid or should have been paid in a lesser amount, the amount of overpayment will be recovered from any subsequent benefit payable under the plan, or by making a deduction from any future moneys payable by NSCAD University to the employee.

### **Other Benefits**

The employee's portion of the applicable premiums and pension contributions would be deducted from the Supplementary Employment Benefit payments made by NSCAD University up to a maximum of seventeen (17) weeks.

### **Modifications**

NSCAD University will inform Human Resources Development Canada of any changes in the plan within thirty (30) days of the effective date of the change.

**Interpretation/Grievances**

No question involving the interpretation or application of Human Resources Development Canada portion of the benefit will be subject to the formal grievance procedure provided for in the Collective Agreement between NSCAD University and FUNSCAD Unit I, acting as bargaining agent for the employees covered by the plan.

**Supplementary Employment Insurance Benefits Claim Undertaking**  
**(Per Collective Agreement NSCAD/FUNSCAD, Unit I)**

To: \_\_\_\_\_(Vice-President, Academic and Research)  
(please print or type)

From: \_\_\_\_\_(Claimant)  
(please print or type)

This will advise you that I am eligible for pregnancy leave or parental leave (adoption) and Supplementary Employment Benefits as specified in Clause 23.06 or Clause 23.08 and Appendix "G" of the above-noted Collective Agreement and hereby claim such leave and benefits for the period \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_, inclusive.

In consideration of the foregoing, I hereby undertake:

- (a) to return to work following conclusion of my pregnancy leave, parental (adoption) leave, or any authorized extension thereof, and
- (b) to remain in the employ of NSCAD University for a period of at least seventeen (17) weeks from that date.

If these two conditions are not met, I understand and agree that NSCAD University, at its option, may require me to repay, in the first instance

- (a) the full amount of Supplementary Employment Benefits received during the entire period of my pregnancy or parental (adoption) leave, and in the second instance
- (b) a proportion of such benefits equal to that proportion of the seventeen (17) week period which I have not worked.

\_\_\_\_\_  
Claimant's Signature

\_\_\_\_\_  
Vice-President, Academic and  
Research

\_\_\_\_\_  
Date of Claim

\_\_\_\_\_  
Date of Approval

## **APPENDIX “H” - Guidelines for Class Size**

See Clause 13.03 (D)

### Studio (S) Courses

<u>Level</u>	<u>Students</u>
1000 (ISP & Foundation Drawing I)	20
1300 (Foundation Fundamentals)	20
1500 – 1600 (Studio Practice/ Drawing II)	20
2000 (Intro Studios)	20
3000 (Intermediate Studios)	20
4000 (Advanced Studios)	18
3000 – 4000 (Studio & Studio Project)	12

### Liberal Arts and Science (L) Courses

<u>Level</u>	<u>Students</u>
FNDN 1800 (Writing for the Arts)	20
2000 (Lecture – except AHS 2100, 2010, 2020)	80
3000 (Lecture)	40
2500 – 3000 (Seminar)	25
4000 (Seminar)	14
5000 – 6000 (Seminar)	14

The following courses are basic degree or program requirements.

<u>Level</u>	<u>Students</u>
FDN 1200 (Introduction to Visual Culture)	130
AHIS 2010 (Survey of 19 <sup>th</sup> Century Art)	130
AHIS 2020 (Survey of 20 <sup>th</sup> Century Art)	130
AHIS 2100 (Craft and Design History 1750 – 1930)	130

Notes:

- Some 3000 level Art History courses may be taught as seminar or lecture courses depending on the Topic.

Class sizes are also often dependent of the size of teaching spaces.

**APPENDIX "I" - Salary Scales**

**January 1 – December 31, 2016** **1.00%  
increase**

**Base:** \$58,996

**Increment:** \$2,505

**Differential** **\$1,432** **\$2,389** **\$3,579**

<b>Grid Step</b>	<b>Lecturer Librarian I</b>	<b>Assistant Librarian II</b>	<b>Associate Librarian III</b>	<b>Professor Librarian IV</b>
1				
2	61,501			
3	64,006			
4	66,511	67,943		
5	69,016	70,448		
6		72,953		
7		75,458		
8		77,963		
9		80,468		
10		82,973	85,362	
11		85,478	87,867	
12		87,983	90,372	
13			92,877	
14			95,382	
15			97,887	101,466
16			100,392	103,971
17			102,897	106,476
18			105,402	108,981
19			107,907	111,486
20			110,412	113,991
21			112,917	116,496
22				119,001
23				121,506
24				124,011
25				126,516
26				129,021
27				131,526

January 1 – December 31, 2017

1.00%  
increase

Base: \$59,586

Increment: \$2,530

Differential \$1,446 \$2,413 \$3,615

Grid Step	Lecturer Librarian I	Assistant Librarian II	Associate Librarian III	Professor Librarian IV
1				
2	62,116			
3	64,646			
4	67,176	68,622		
5	69,706	71,152		
6		73,682		
7		76,212		
8		78,742		
9		81,272		
10		83,802	86,215	
11		86,332	88,745	
12		88,862	91,275	
13			93,805	
14			96,335	
15			98,865	102,480
16			101,395	105,010
17			103,925	107,540
18			106,455	110,070
19			108,985	112,600
20			111,515	115,130
21			114,045	117,660
22				120,190
23				122,720
24				125,250
25				127,780
26				130,310
27				132,840

January 1 – June 30, 2018

0.50%  
increase

Base: \$59,884

Increment: \$2,543

Differential \$1,453 \$2,425 \$3,633

Grid Step	Lecturer Librarian I	Assistant Librarian II	Associate Librarian III	Professor Librarian IV
1				
2	62,427			
3	64,970			
4	67,513	68,966		
5	70,056	71,509		
6		74,052		
7		76,595		
8		79,138		
9		81,681		
10		84,224	86,649	
11		86,767	89,192	
12		89,310	91,735	
13			94,278	
14			96,821	
15			99,364	102,997
16			101,907	105,540
17			104,450	108,083
18			106,993	110,626
19			109,536	113,169
20			112,079	115,712
21			114,622	118,255
22				120,798
23				123,341
24				125,884
25				128,427
26				130,970
27				133,513

## APPENDIX "J" - Regular Part-Time Faculty Precedence List

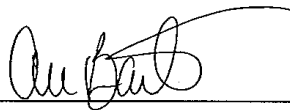
OFFICE OF ACADEMIC AFFAIRS AND RESEARCH  
902 494 8125 TEL, 902 425 4664 FAX, academicaffairs@nscad.ca



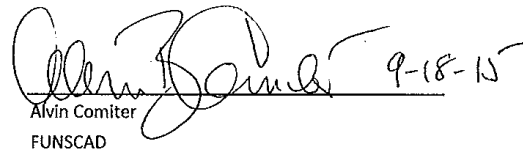
5163 Duke Street  
Halifax, Nova Scotia, Canada B3J 3J6  
902 444 9600 TEL, www.nscad.ca

Precedence Rank All course numbers are as of September 1, 2015	RPT Level	Name	Total courses taught	Length of Teaching Service (in years)	Precedence (total courses plus service)	Leave of Absence
1	Level 3	Fernandes, Michael	188	41	229	
2	Level 3	Graham, Sandy	123	31	154	
3	Level 3	Woods, Chris	111	33	144	
4	Level 3	Tetlock, Kathleen	105	30	135	
5, 6	Level 3	Lamb, Ken	103	23	126	
5, 6	Level 3	Provazza, Sheila	104	22	126	
7	Level 3	MacLachlan, Mary	99	23	122	Jan 1, 2014-Dec 31, 2015
8	Level 3	Domm, Jeffrey	90	23	113	
9	Level 3	McAvoy, Marilyn	86	26	112	
10	Level 3	Currie, Rob	86	18	104	
11	Level 3	Armstrong, Lesley	67	33	100	
12	Level 3	Hartland-Rowe, Sara	76	18	94	
13	Level 3	O'Neill, Dan	69	19	88	
14	Level 3	Adams, Rose	65	19	84	
15	Level 3	Farmer, Steve	67	16	83	
16	Level 3	Walker, Peter	61	19	80	
17	Level 3	Orlando, Frank	62	17	79	
18	Level 3	Maloney Sarah	64	13	77	
19	Level 3	Brennan, Tim	57	13	70	
20	Level 3	Forrestall, Renee	49	18	67	
21	Level 3	Sayeau, Heather	51	13	64	
22	Level 3	Landry, Joe	48	14	62	
23	Level 3	Price, Nancy	49	12	61	
24, 25	Level 3	Bruneau, Joan	40	20	60	
24, 25	Level 3	Higgins Steve	46	14	60	
26, 27	Level 3	Middleton, David	41	10	51	
26, 27	Level 3	Maher, Paul	42	9	51	
28	Level 2	Bruneau, Carol	39	10	49	
29, 30	Level 2	Mills, Susan	29	18	47	
29, 30	Level 2	McKinnon Ian	36	11	47	
31	Level 2	Robertson, Janet	35	11	46	
32, 33	Level 2	Yuen, Lillian	34	11	45	
32, 33	Level 2	Sprague, Anna	37	8	45	
34	Level 2	Armstrong, David	32	10	42	Sept 1, 2015-Aug 31, 2016
35	Level 2	Barker, Rebecca	31	9	40	
36, 37	Level 2	Sinclair, Scott	26	11	37	
36, 37	Level 2	MacKinnon, Adam	28	9	37	
38, 39	Level 2	Hourichi-MacAdam, Tokisho	23	13	36	
38, 39	Level 2	Rapati, Patrick	26	10	36	

40	Level 2	Abouamin, Tarek	26	9	35	
41	Level 2	Livingston, Donna	23	11	34	
42	Level 2	Kulesza, Monika	23	10	33	
43, 44	Level 2	Falencki, Emily	24	8	32	
43, 44	Level 2	Close, Joanna	26	6	32	
45, 46	Level 2	Webster, Kristine	21	10	31	
45, 46	Level 2	Spooner, Melinda	23	8	31	
47, 48	Level 2	Kelly, Adam	21	8	29	
47, 48	Level 2	Ferrero, Tom	23	6	29	
49	Level 1	Brownlee, Sandra	19.5	9	28.5	
50	Level 2	Berry, Barbara	20	8	28	
51	Level 2	Caines, Suzanne	20	7	27	Jan 1, 2016 to Aug 31, 2016
52	Level 1	MacDonald, Clarke	19	7	26	
53, 54	Level 1	MacKenzie, Veronique	15	10	25	
53, 54	Level 1	Field, Lorraine	18	7	25	
55	Level 1	Dunn, Kimberley	18	6	24	
56, 57	Level 1	Popescu, Beaty	17	6	23	
56, 57	Level 1	Suter, Ryan	16	7	23	
58	Level 1	King, Eleanor	15	7	22	Sept 1, 2015 to Aug 31, 2016
59	Level 1	Solberg, Aud-Inger	12	8	20	
60, 61, 62	Level 1	Foster, Eryn	13	6	19	
60, 61, 62	Level 1	Pearse, Lukas	10	9	19	
60, 61, 62	Level 1	DeConde, Rachel	13	6	19	
63	Level 1	Chown, Jeff	9.5	8	17.5	
64	Level 1	Earle, Susan	11	6	17	
65	Level 1	Affleck, Sara	10	6	16	
66, 67	Level 1	Alford, Sarah	12	3	15	
66, 67	Level 1	MacKenzie, Adam	9	6	15	
68	Level 1	Gushue, Chantal	7	7	14	



Ann-Barbara Graff  
Vice-President, Academic and Research



9-18-15

Alvin Comiter  
FUNSCAD

**APPENDIX "K" - ICA AND REGULAR PART-TIME FACULTY SALARY GRIDS**

Courses equivalent to two (2) Half-Day Courses shall be remunerated at twice the rates shown below.

Vacation pay increases to 6% once 8 years of service have been completed.

**January 1 – December 31, 2016**

<b>1.0% increase</b>	<b>1/2 Day Course without vacation pay</b>	<b>1/2 Day Course including 4% vacation pay</b>	<b>1/2 Day Course including 6% vacation pay</b>
<b>ICA</b>	<b>4,852</b>	<b>5,046</b>	<b>5,143</b>
<b>RPT 1</b>	<b>5,329</b>	<b>5,542</b>	<b>5,648</b>
<b>RPT 2</b>	<b>5,479</b>	<b>5,698</b>	<b>5,808</b>
<b>RPT 3</b>	<b>5,679</b>	<b>5,906</b>	<b>6,020</b>

**January 1 – December 31, 2017**

<b>1.0% increase</b>	<b>1/2 Day Course without vacation pay</b>	<b>1/2 Day Course including 4% vacation pay</b>	<b>1/2 Day Course including 6% vacation pay</b>
<b>ICA</b>	<b>4,900</b>	<b>5,096</b>	<b>5,194</b>
<b>RPT 1</b>	<b>5,382</b>	<b>5,597</b>	<b>5,705</b>
<b>RPT 2</b>	<b>5,534</b>	<b>5,755</b>	<b>5,866</b>
<b>RPT 3</b>	<b>5,736</b>	<b>5,966</b>	<b>6,080</b>

**January 1 – June 30, 2018**

<b>0.5% increase</b>	<b>1/2 Day Course without vacation pay</b>	<b>1/2 Day Course including 4% vacation pay</b>	<b>1/2 Day Course including 6% vacation pay</b>
<b>ICA</b>	<b>4,925</b>	<b>5,122</b>	<b>5,220</b>
<b>RPT 1</b>	<b>5,409</b>	<b>5,625</b>	<b>5,733</b>
<b>RPT 2</b>	<b>5,562</b>	<b>5,784</b>	<b>5,895</b>
<b>RPT 3</b>	<b>5,765</b>	<b>5,995</b>	<b>6,111</b>

## **APPENDIX “L” - Teaching Dossier**

A Teaching Dossier may include but is not limited to the following categories as a guide:

- the teacher’s philosophy of teaching and learning
- a list of courses taught, samples of course outlines and instructional materials
- samples of aggregated student evaluations
- a list of other teaching activities such as steps taken to accommodate students with disabilities; individual student supervision, etc.
- activities undertaken related to instructional development;
- activities undertaken to keep up with the current state of the subject taught;
- participation in related conferences, workshops, etc.
- any professional or scholarly activity that contributes to teaching.

**Letter of Agreement No. 1 - DELETED**

## **Letter of Agreement No. 2 - Regular Part-Time Faculty Teaching Performance Reviews**

The parties agree that the implementation of Part-Time Faculty Teaching Performance Reviews as per Clause 37.08, requires provision of workshops for Part-Time Faculty on developing a Teaching Dossier. The Employer agrees to provide such workshops in the academic year of 2008/2009 in sufficient number to make it reasonable for all Regular Part-Time faculty to attend., and to provide further workshops in subsequent years and/or detailed information for new Regular Part-Time Appointees. Teaching Performance Reviews will begin in the academic year of 2009/2010, starting with employees with the greatest seniority and continuing down the precedence list to include all those with three or more years of active teaching. All reviews shall be completed by June 30, 2011, with subsequent reviews occurring every three years. For those who have less than three years of Regular Part-Time status, the first review will take place in the third year after initial appointment to Regular Part-Time status.

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Employer

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Union

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Date

### **Letter of Agreement No. 3 - Complement**

The parties agree to suspend the effects of Article 35 (Complement) for the duration of this Agreement with the following qualifications:

- (A) The Employer will not use the suspension of Article 35 (Complement) as a means to eliminate existing programs;
- (B) The Employer is committed to honouring the spirit and word of Article 40 (Program and/or Division Establishment, Modification or Discontinuance);
- (C) No program shall be discontinued as a direct result of this Letter of Agreement; and
- (D) The Employer agrees that should a vacancy occur among Regular Full-Time and Regular Pro-Rated Faculty and subject to Article 40:
  - (i) In a program which has two (2) or fewer Regular Full-Time and Regular Pro-Rated Faculty or Librarians as of the date of this Agreement or thereafter an equivalent replacement will be authorized as soon as the vacancy occurs in order to maintain two (2) positions in the program or the program staffing number that is indicated in the staffing chart listed below, whichever is lower, or
  - (ii) In a program which has more than two (2) Regular Full-Time and Regular Pro-Rated Faculty as of the date of this Agreement the Employer will decide whether or not to fill the vacancy with an equivalent replacement on a case-by-case basis, following a review by the Vice-President, Academic and Research and a FUNSCAD representative in light of enrolment, student demand, program requirements, and other factors.
- (E) The Library currently has one (1) Regular Full-Time position as of the date of this Agreement. An external review of Library Services is planned to determine future staffing requirements given the present circumstances of the University, such review to be completed by June 30, 2013. A professional consultant external to the University will be appointed to conduct the review which will include an assessment of the physical spaces, the holdings, and current staffing levels. It is expected that the consultant will consult with the Dean and the Chair of Art History & Critical Studies. If a recommendation for hiring is made, it will be done in accordance with Article 14 and the position filled by July 1, 2014.

The text of Article 35 (Complement) is the exact text which appeared in the Collective Agreement which was signed on June 27, 2008.

March 7, 2013

The following are the “programs” and the Regular Full-Time and Regular Pro-Rated faculty and Librarians referred to in this LOA #3:

6	Art History: Alföldy, Howard, McKay, Taunton, Varga, Wark
2	Ceramics: Forrest, MacDonald
1	Critical Studies: Webb
4	Design: Ivey, LeBlanc, Chung, Kaltenbach
1	Design MDes: Meyer
1	Drawing: Funnell
1.5	English: Cope (1/2), Milton
1	Fashion: Markle
2	Film: Fisher, Nagler
4	Foundation: Daniels, Hannon, Leonard, Lounder
2	Intermedia: Clark, Barber
2	Jewelry: Ritchie, Son
1	Library: Young
1	MFA: Peacock
2.5	Painting: Livingston, Reichertz, Gauthier (1/2)
4	Photography: Bean, Comiter, Fish, McEachern
2	Printmaking: Bovey, Walker
1	Product Design: Hougan
2	Sculpture: Delva, Morgan
2	Textiles: Dorsey, Muller

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43

**Signed**

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Employer

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Union

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Date

**Letter of Agreement No. 4 - Pilot Study of Online Course Evaluations in relation to Article 16.09 (C)**

The parties agree to conduct a Pilot Study of Online Course Evaluations under the following terms and conditions:

- (A) The study will be conducted by the Teaching Evaluation Form Committee established in Article 16.09 (C) (ii);
- (B) Participants in the study shall be volunteers drawn from the tenured faculty;
- (C) **The Teaching Evaluation Form Committee shall report its findings to both parties by June 30, 2018.**

Signed

Union \_\_\_\_\_

Date \_\_\_\_\_

Employer \_\_\_\_\_

Date \_\_\_\_\_

