

**FINAL REPORT TO FUNSCAD – UNIT I MEMBERS ON THE OUTCOME OF  
COLLECTIVE BARGAINING  
BETWEEN THE BOARD OF GOVERNORS AND FUNSCAD-UNIT I  
June 26, 2019**

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## **Introduction**

On May 15 we circulated a report to the members on the interest arbitration award determined by William Kaplan. This present report is a summary of all items agreed to during bargaining and conciliation from Sept. 7, 2018 to Feb. 25, 2019 as well as items agreed to during interest arbitration (these are identified with an asterisk).

The terms of this Agreement are July 1, 2018 to June 30, 2022. Retroactive compensation (wages) to all current and former employees shall be made within 90 days of the interest arbitration award of May 15, 2019. The interest arbitration award also specifies that the Employer shall reimburse lost wages and benefits to members who were on approved leaves, including sabbatical and pregnancy/parental leave, during the strike.

## **Overview of the Bargaining Outcome**

During this round, the Union put numerous and substantial asks on the table based on the bargaining mandate our members approved on April 25, 2018. We didn't get them all, but we made significant gains for each of our constituent groups: RPT faculty, FT faculty members at different phases of their careers, and Librarians. The Employer put many concessions on the table, but the Union agreed to only a minor one (see Article 13.11 below). In short, the Union made substantial gains without giving up anything significant.

Major changes occur in Article 23 – Other Leaves. The new language aligns with recent changes to the NS Government's Labour Standards Code legislation on social leaves. Although we were not successful in getting increased top-up for caregiver leaves, the Employer agreed to significant improvements to top-up for pregnancy and parental leaves, and to removing discriminatory language in the old Agreement. See details below.

One major disappointment is that the Employer did not agree to the Union's proposed new language on the review process for faculty engaged in traditional Indigenous knowledge and practice. The Employer agreed in principle, but would not agree to the inclusion of an Appendix setting out guidelines for the criteria by which such members would be reviewed. This was a lost opportunity for NSCAD to have nationally ground-breaking language on reconciliation.

### 3. List of Items Agreed to During Bargaining and Interest Arbitration.

#### **ENTIRE AGREEMENT**

Change all gender specific pronouns from he/she, him/her to they/their.

#### **ARTICLE 1 - DEFINITIONS**

- 1.24 “Spouse” term is updated according to current NS legislative language.  
This pertains both to Tuition Waivers in Article 32 and language on leaves in Article 23.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

1. The Board’s exercise of its managerial functions includes the terms “fair and reasonable.”

#### **ARTICLE 6 - NO DISCRIMINATION**

- 6.01 “Gender identity and gender expression” added to the no-discrimination list.

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

- 13.01, 13.03 and 13.04 Clause Headings.  
Headings changed for clarity on which ones apply to FT, Pro-Rated, RPT and Librarian members.

- 13.03 (G) Marking Assistance.  
Required enrollment number dropped from 50 to 45, but based on enrollment on Last Day  
to Drop Without Financial Penalty rather than Last Day to Add.

- \*13.03 (H) Course Releases.  
A pool of 5 course releases will be available, based on application to CS&A. Priority will be given to pre-tenure faculty, tenured faculty initiating a new research project, and faculty ranked in the third sextile of a Tri-Council grant but unfunded.

- 13.03 (I) Course Releases for Tri-Council Grantees.  
One course release granted per year to a faculty member who has received a Tri-Council grant of \$75,000 or more annually.

- 13.05 (C) RPT Faculty Committee Work.  
Wage increased from \$25 to \$35 per hour, for a minimum of 2 hours per meeting.

- 13.07 Student Consultation.  
Faculty are still available for 4 hours per week for student consultation, but only 2 hours of  
posted office time is required.

13.10 (D) Storage Space for RPT Teaching Materials and Supplies.

Employer will make reasonable efforts to provide RPTS with such storage space during their teaching semesters.

13.11 (B) Outside Professional and/or Scholarly Activity.

If a faculty member is doing work for an outside client, the member shall provide the Employer with the name of the project, the equipment to be used, and dates it will be used.

**NOTE:** This is the only concession we gave to the Employer.

\*13.12 Librarian Professional Development Days.

Librarians are entitled to 3 days per year for professional development.

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

14.04 Selection Advisory Committee.

Clarification of language on how the committee will be provided with the pertinent policy documents on equity and human rights.

#### **ARTICLE 16 - APPOINTMENTS**

16.01 (B) (iv) Graduate Student Teaching.

Graduate students may be offered up to 2 courses, but not any courses staffed by RPTs as per their right-of-first-refusal (no bumping). See also Clause 37.07 (H) (viii).

16.11 Canada Research Chair Positions.

New language specifying procedures for hiring CRCs, salary grid placement and Employer's option to add a stipend of up to 15% of the candidate's salary for Tier II appointees. No stipend offered to Tier 1 CRCs. These provisions also apply to internal candidates awarded CRC appointments. VPAR determines teaching and research workload expectations.

#### **ARTICLE 18 - RETIREMENT**

18.04 Teaching by Retired Faculty.

Retired faculty teaching up to 2 courses per year remunerated at the *highest* RPT Level 3 salary.

18.06 Retired Faculty Rights.

Retired faculty, including RPTs, retain their NSCAD email accounts and library privileges.

## **ARTICLE 23 – OTHER LEAVES**

**NOTE 1:** RPTs are entitled to the leaves in Article 23 during the period(s) of their teaching contacts.

This is not new, but it has come to our attention that many RPTs are unaware they are covered by Article 23. In particular, you are entitled to Sick Leave (23.01), which means you are not required to find or pay for a substitute to cover your class if you are sick or have an urgent medical appointment.

**NOTE 2:** The NS Labour Standards Code sets out the minimum terms for “job-protected” leaves that

employees are entitled to by law, including bereavement, compassionate care, caregiver, pregnancy and parental leave. Employees can apply for EI benefits while on such leaves. Employers can enhance the terms of such leaves by extending their duration, “topping up” the salary of an employee receiving EI benefits while on leave, or paying salary for the period when an employee isn’t entitled to EI benefits. Such enhancements are discretionary unless agreed to in a Collective Agreement. In our case, we did not get top-up or paid leave for compassionate care or caregiver leaves, so it remains discretionary. We did, however, make significant gains in the terms for pregnancy and parental leaves: elimination of restriction to the birth mother to choose between top-up for pregnancy or parental leave, commitment to return to work for the number of weeks for which top-up was provided or repay the top-up, and extension of top-up from 15 to 17 weeks for pregnancy leave and from 10 to 12 weeks for parental leave. See Clauses 23.11 and 23.13 and Appendix “G.”

### 23.02 (A, B, C) Bereavement Leave.

The provision of 5 paid days for bereavement or emergency leave is not new, but note that compassionate care leave is moved to a separate clause, 23.03.

### 23.03 Compassionate Care Leave.

Employees are entitled to 28 weeks unpaid leave to care for a family member at risk of death within 26 weeks.

### 23.04 Critically Ill Child Care Leave.

Employees are entitled to 37 weeks unpaid leave to provide care for a critically ill child within a 52-week period.

### 23.05 Critically Ill Adult Care Leave.

Employees are entitled to 16 weeks unpaid leave to provide care for a critically ill adult within a 52-week period.

### 23.06 Paid Leave for Compassionate Care, Critically Ill Child or Critically Ill Adult Care Leave.

The VPAR may provide up to 5 days of paid leave to employees requiring such leave, and may also provide for an extension of paid leave. This is discretionary.

### 23.11 (A, E, G) Pregnancy Leave.

(A) The new NS Labour Standards Code has reduced pregnancy leave from 17 to 16 weeks,

but the Employer agreed to keep it at 17 weeks.

(E) A pregnant employee can take sick leave while pregnant.

(G) Salary top-up increased from 15 to 17 weeks (see Appendix "G" for top-up details).

23.13 (A, C, I) Parental Leave.

(A) Employees can take up to 78 weeks (formerly 52 weeks) of unpaid parental leave for the

birth or adoption of a child or children.

(C) If the employee takes pregnancy leave, the parental leave is 61 weeks (formerly 35 weeks).

(I) Salary top-up increased from 10 to 12 weeks (see Appendix "G" for top-up details).

**ARTICLE 30 - VACATIONS AND HOLIDAYS**

30.01 Vacation Days.

Vacation days increased from flat number of 23 days for all faculty as follows: 23 days for first 10 years of service, 25 days after 10 years of service, 27 days after 15 years of service and 30 days after 20 years of service.

**ARTICLE 32 - SALARY AND BENEFITS**

32.06 Course Cancellation Fees.

Course cancellation fees for RPTs increased by 2% per year in years 2-4 of the Agreement.

The monetary amounts are specified in the Agreement.

32.07 Marking Assistance for RPTs and ICAs.

Entitlement to marking assistance reduced from enrollment level of 50 to 45 as of the Last Date to Add Without Financial Penalty, as per clause 13.03 (G).

\*32.10 Supervision of Graduate Students.

Stipends for graduate supervision by Full-time, Pro-rated and RPT faculty increase from \$225 to \$325, to a per student maximum of \$1,300, effective July 1, 2019.

32.15 Professional Development Reimbursement.

Amount increased from \$1,800 to \$1,900.

\*32.16 RPT Professional and Scholarly Activity Fund.

Amount increased from \$150 as follows: \$170 on July 1, 2019, \$180 on July 1, 2020, \$190 on July 1, 2021.

32.18 Overload Pay.

RPT stipends for supervising Independent Study students increased from \$425 to \$500.

32.20 Health Spending Account.

RPT Health Spending Account increased from \$65 to \$80 per course.

### **ARTICLE 35 - COMPLEMENT**

35.02 The complement article is restored, with the new number set at 41.5 faculty members, which is our current number. This means that any faculty who leave or retire during the life of the agreement will have to be replaced.

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

36.04 (B) Entitlement to marking assistance reduced from enrollment level of 50 to 45 as of the Last Date to Add Without Financial Penalty, as per clause 13.03 (G).

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

37.01 Precedence List (formerly Appendix J) removed from the Agreement and posted on the University website so it can be updated in real time.

37.02 Determining Eligibility for Regular Part-Time Appointments.  
Periods of leave pursuant to Article 23 – Other Leaves don't count as a factor determining the cessation of RPT status. This also confirms that RPTs are entitled to such leaves.

37.03 (E) Notification of Eligibility.  
RPTs must still provide a teaching dossier, but the only required materials are a CV and teaching philosophy. Any other materials are at the member's option.  
Appendix "L" – Teaching Dossier is deleted from the Agreement.

37.05 (A, C, E) RPT Review Procedure.  
(A) The review evaluates teaching performance only. Professional and/or Scholarly Activity is deleted as a review requirement.

(B) The review committee will only look at the teaching dossier material described in 37.03

(E) as well as student evaluations of teaching (SETS). Apart from SETS, no anonymous commentary or hearsay allowed.

(E) RPT status shall be granted by May 1 of the year of the application. The member is eligible for course allocations in the Fall of that year, and shall receive RPT wage compensation for any courses taught during in that Summer semester.

37.06 Precedence List.  
Precedence List (formerly Appendix J) posted on the University website.

37.07 (A, H) Regular Part-Time Teaching Assignments.  
(A) The change here is from an "opt-in" to an "opt-out" model. RPTs are assumed to be available for teaching the maximum number of courses over which they have right of first refusal for all semesters. To opt out, notification must be given by Nov. 1.

**NOTE:** We recommend you don't opt out unless you know for sure you won't be available. You can always decline a teaching assignment later.

(H) (iii) RPTs applying for any unstaffed courses posted on the HR web page shall submit a

CV and any other optional materials at their discretion.

(H) (viii) Courses not staffed by this process may be offered to an eligible graduate student.

37.08 (A) Teaching Performance Monitoring.

The VPAR notifies the member 6 months in advance and invites the member to submit a teaching dossier covering the past 3 years. The dossier includes a CV, teaching philosophy, student evaluations and any other optional materials determined by the member. These materials are due 3 months from the date of notification.

37.10 (B) Remuneration.

Entitlement to marking assistance reduced from enrollment level of 50 to 45 as of the Last

Date to Add Without Financial Penalty, as per clause 13.03 (G).

**ARTICLE 42 – DURATION**

42.01 The Agreement is from July 1, 2018 to June 30, 2022.

42.02 The following items are retroactive to July 1, 2018:

32.18 (B) Increased stipend for RPTs and ICAs teaching Independent Study courses during Session A of the Summer 2019 semester (May 6-June 21) from \$425 to \$500.

32.20 Credit towards Health Spending Account for RPT faculty.  
Salary Grids set out in Appendices "I" and "K."

**APPENDIX "A" - Exclusions**

Director of Anna Leonowens Galllery, Director of Teaching and Learning and Dean added to exclusions.

**APPENDIX "G" - Supplementary Employment Benefit Plan**

Benefit: The crucial change here is that the 95% top-up provided by the Employer applies both to employees taking pregnancy and parental leave. The previous language restricted top-up either to pregnancy or parental leave. This meant that the birth mother was forced to choose between pregnancy or parental leave top up. This new language is a major equity improvement.

Application for Benefits: The previous Agreement required a member receiving top-up under the benefits plan to sign a form promising to return to work for the number of weeks for which they received benefits. If the employee failed to do so, the Employer could require the employee to repay the benefits. This egregiously discriminatory form is deleted in the new Agreement.

**APPENDIX "H" – Guidelines for Class Size**

Art Ed courses added in the Studio (S) category and capped at 25 students.



#### 4. Salary Scales (Appendix "I" and "J").

##### APPENDIX "I" – Salary Scales

July 1, 2018 - June 30, 2019

1.60%

Increase

Base: \$60,842

Increment: \$2,584

Differential \$1,476 \$2,464 \$3,691

Grid	Lecturer	Assistant	Associate	Professor
Step	Librarian I	Librarian II	Librarian III	Librarian IV
1				
2	63,426			
3	66,010			
4	68,594	70,070		
5	71,178	72,654		
6		75,238		
7		77,822		
8		80,406		
9		82,990		
10		85,574	88,038	
11		88,158	90,622	
12		90,742	93,206	
13			95,790	
14			98,374	

15			100,958	104,649
16			103,542	107,233
17			106,126	109,817
18			108,710	112,401
19			111,294	114,985
20			113,878	117,569
21			116,462	120,153
22				122,737
23				125,321
24				127,905
25				130,489
26				133,073
27				135,657

**July 1, 2019 - June 30, 2020**

**1.60%**

**Increase**

**Base: \$61,815**

**Increment: \$2,625**

**Differential \$1,500 \$2,503 \$3,750**

<b>Grid</b>	<b>Lecturer</b>	<b>Assistant</b>	<b>Associate</b>	<b>Professor</b>
<b>Step</b>	<b>Librarian I</b>	<b>Librarian II</b>	<b>Librarian III</b>	<b>Librarian IV</b>
1				
2	64,440			
3	67,065			

4	69,690	71,190		
5	72,315	73,815		
6		76,440		
7		79,065		
8		81,690		
9		84,315		
10		86,940	89,443	
11		89,565	92,068	
12		92,190	94,693	
13			97,318	
14			99,943	
15			102,568	106,318
16			105,193	108,943
17			107,818	111,568
18			110,443	114,193
19			113,068	116,818
20			115,693	119,443
21			118,318	122,068
22				124,693
23				127,318
24				129,943
25				132,568
26				135,193
27				137,818

**July 1, 2020 - June 30, 2021**

**1.60%**

**Increase**

**Base:           \$62,804**

**Increment:    \$2,667**

**Differential                   \$1,524       \$2,543       \$3,810**

<b>Grid</b>	<b>Lecturer</b>	<b>Assistant</b>	<b>Associate</b>	<b>Professor</b>
<b>Step</b>	<b>Librarian I</b>	<b>Librarian II</b>	<b>Librarian III</b>	<b>Librarian IV</b>
1				
2	65,471			
3	68,138			
4	70,805	72,329		
5	73,472	74,996		
6		77,663		
7		80,330		
8		82,997		
9		85,664		
10		88,331	90,874	
11		90,998	93,541	
12		93,665	96,208	
13			98,875	
14			101,542	
15			104,209	108,019
16			106,876	110,686
17			109,543	113,353
18			112,210	116,020
19			114,877	118,687
20			117,544	121,354

21			120,211	124,021
22				126,688
23				129,355
24				132,022
25				134,689
26				137,356
27				140,023

July 1, 2021 - June 30, 2022

1.60%

Increase

Base: \$63,809

Increment: \$2,710

Differential \$1,548 \$2,584 \$3,871

Grid	Lecturer	Assistant	Associate	Professor
Step	Librarian I	Librarian II	Librarian III	Librarian IV
1				
2	66,519			
3	69,229			
4	71,939	73,487		
5	74,649	76,197		
6		78,907		
7		81,617		
8		84,327		
9		87,037		

10		89,747	92,331	
11		92,457	95,041	
12		95,167	97,751	
13			100,461	
14			103,171	
15			105,881	109,752
16			108,591	112,462
17			111,301	115,172
18			114,011	117,882
19			116,721	120,592
20			119,431	123,302
21			122,141	126,012
22				128,722
23				131,432
24				134,142
25				136,852
26				139,562
27				142,272

**APPENDIX "J" – 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.**

**July 1, 2018 - June 30, 2019**

<b>7.5% 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>
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RPT 1	5,815	6,047	6,163
RPT 2	5,979	6,218	6,337
RPT 3	6,197	6,445	6,569

July 1, 2019 – June 30, 2020

1.6% Increase	1/2 Day Course without vacation pay	1/2 Day Course including 4% vacation pay	1/2 Day Course including 6% vacation pay
RPT 1	5,908	6,144	6,262
RPT 2	6,075	6,317	6,438
RPT 3	6,296	6,548	6,674

July 1, 2020 – June 30, 2021

1.6% increase	1/2 Day Course without vacation pay	1/2 Day Course including 4% vacation pay	1/2 Day Course including 6% vacation pay
RPT 1	6,003	6,242	6,362
RPT 2	6,172	6,418	6,541
RPT 3	6,397	6,653	6,781

July 1, 2021 – June 30, 2022

1.6% increase	1/2 Day Course without vacation pay	1/2 Day Course including 4% vacation pay	1/2 Day Course including 6% vacation pay
RPT 1	6,099	6,342	6,464
RPT 2	6,271	6,521	6,646
RPT 3	6,499	6,759	6,889

July 1, 2018 – June 30, 2019

1.6%; increase	1/2 Day Course without vacation pay	1/2 Day Course including 4% vacation pay	1/2 Day Course including 6% vacation pay
ICA	\$5,004	\$5,204	\$5,304

July 1, 2019 – June 30, 2020

1.5%; increase	1/2 Day Course without vacation pay	1/2 Day Course including 4% vacation pay	1/2 Day Course including 6% vacation pay
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ICA	\$5,079	\$5,282	\$5,384
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**July 1, 2020 – June 30, 2021**

1.5%; increase	1/2 Day Course without vacation pay	1/2 Day Course including 4% vacation pay	1/2 Day Course including 6% vacation pay
ICA	\$5,155	\$5,361	\$5,465

**July 1, 2021 – June 30, 2022**

1.6%; increase	1/2 Day Course without vacation pay	1/2 Day Course including 4% vacation pay	1/2 Day Course including 6% vacation pay
ICA	\$5,237	\$5,447	\$5,552

**5. Deleted Appendices and Letters of Agreement.**

Appendix “L” – Teaching Dossiers is deleted.

All Letters of Agreement in the previous agreement are deleted.

**6. New Letter of Agreement No. 1 – Pension.**

The parties agree to form a committee to research the possibility of transitioning from our current Pension Plan (Clause 32.12) to a Public Service Superannuation Plan (PSSP). If we agree to this change, it means transitioning from a defined-contribution to a defined-benefit plan. There are pros and cons to each type of plan. The LOA ensures that no decision will be made without full consultation with our members. Here is a link to the Nova Scotia PSSP: <https://www.nspssp.ca/>