

FUNSCAD

Regular Part Time Faculty Handbook

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Welcome to the Faculty Union of NSCAD University!

FUNSCAD was certified in 1986 under the Trade Union Act, and by 1993, the union expanded its constituents to include Regular Part-Time faculty. FUNSCAD acts as your representative during collective bargaining and is here to assist you when incidents arise that contravene the collective agreement in place. As part of the agreement, the employer is required to respond promptly when FUNSCAD raises concerns. If you have any questions or concerns that seem contradictory to the collective agreement, first speak to one of the executive members, like your RPT representative or even email the office. When bringing issues to the executive, please identify the relevant article in the collective agreement.

Every union member is “FUNSCAD”. The union is not a separate body from you as a union member. That is why it is so important to attend meetings, share your feedback, become familiar with the collective agreement, bring concerns to the attention of the executive members and get involved in union committees and activities. Together we are stronger.

FUNSCAD Unit I includes all regular full-time faculty, regular part-time faculty and librarians. Unit II includes technicians, gallery staff and library support staff. Please review your Collective Agreement to learn more about your contract with the employer. As a member of the union, regular dues are deducted from payroll to support the union as we all work towards a fair, equitable and positive workplace. Dues are calculated at a rate of 1.85% of gross pay from each pay period. Each year the union holds an AGM (Annual General Meeting) where the budget for the year is presented to members. If members have any questions about how their dues are being used, they are welcome to contact the office directly.

In this handbook, we are highlighting some key areas that directly impact regular part-time faculty. But if you have any other questions about your rights and responsibilities, you can always contact your RPT representative.

FUNSCAD is run by elected members nominated and voted by the membership as “executive members” at the Annual General Meeting (AGM) held yearly. Not all positions are up for “election” each year as the positions are for 2-year terms.

FUNSCAD Executive roles:

President – Unit I member

Vice President – Unit II member

Vice President – Unit I member

Treasurer

Secretary

Grievance Officer

Regular Part-Time Faculty representative

Members of the executive – 7 more positions

A year prior to the expiration of the collective agreements, the executive will begin forming “Negotiating (Bargaining) committees” and appoint a Chief Negotiator for each Unit I and Unit II. Each negotiating team/committee will include an RPT representative who can speak to the issues and concerns raised by the RPT faculty.

Teaching and Course Offerings

As a new RPT, you will be placed on a "Precedence List," and when courses you have taught are being offered, you need to be considered for teaching based on this list. The more courses you teach, the further up the list you climb so that you move from RPT Level 1 to 2 to 3 (highest level) over time.

Precedence List - See Article 37.06

Each year the precedence list is reviewed and adjusted (based on the previous years' contracts) by the VP Academic and Research Office and distributed to the union for review. The union sends the updated list to all RPTs for review. If you see any issue with your placement (ie you have taught more courses than they are counting), you notify your union representative. That information is discussed with the VPAR office. This process takes place in the Fall term and includes teaching until the end of summer of the preceding term.

Precedence is calculated based on the sum of the number of half-day courses (or equivalent) that the RPT has taught and the number of years of service.

Placement on the precedence list entitles you to "first right of refusal" for courses you have taught previously should they not already be staffed by regular full-time, regular prorated, sessional faculty or RPT faculty at a higher RPT level who also hold "right of first refusal" for the same course.

Regular Part-Time Teaching Assignments - See Article 37.07

Once you have taught 6 half-day courses in one academic year (starting Fall, Winter, then Summer), you cannot be offered more teaching. For example, if you teach 3 half-day courses (maximum for one term) in the Fall and 3 half-day courses in the Winter, you have met the 6 half-day courses per academic year quota. You cannot be offered teaching in the Summer.

You may opt to teach 2 half-day courses in either Fall or Winter (if you have precedence on the offerings) and then have room to accept another half-day course in the summer term to meet the 6 half-day course maximum. However, because course planning year by year is not always planned this far in advance, it is not always clear whether a course for which you have precedence will be offered in the upcoming Summer term.

It is assumed you are eligible to accept the maximum of 6 half-day courses in one academic year unless you have notified your Division Chair and the Vice President, Academic and Research (VPAR) before November 1st. Let's say you only want to teach one half-day course each semester; you need to notify the Division Chair and VPAR on November 1st of the previous year of the limitation.

Teaching offerings will be sent to the NSCAD email account with as much notice as possible but with a final deadline of at least no less than 6 weeks' notice before the start of the Fall and Winter semesters. In the case of summer, the latest is April 15th. Acceptance of course offerings must be submitted within 21 days of receipt of the offer. If you fail to respond, the courses will be offered to another RPT below you on the precedence list who has eligibility to teach the course or advertised for other qualified RPT and external individual course appointees to apply.

Under the new collective agreement to be signed for 2022-2026, RPTs are to be notified of the courses they have been recommended to teach for the upcoming Academic year starting in March when the new timetable for the upcoming year has been published. This is not intended as an official contract but rather notice so you can plan accordingly. The employer retains the right to cancel or adjust teaching schedules up until the issuing of contracts 6 weeks prior to the commencement of the term.

New Courses

RPT faculty may be asked to teach new courses from time to time. Should they accept a new course, it will be counted towards their precedence after it is taught **two** times. Please note, new courses do not have to be offered to RPT faculty individually. Unstaffed, new courses could also be filled based on the model below.

Courses that are unstaffed are advertised to RPT faculty, and they may choose to apply to teach a course for which they have the skills and abilities. These postings will be on the NSCAD website, and an email will be sent to all RPT faculty. Posting deadlines are May 15 for Fall, September 15 for Winter, and January 15 for Summer. An application needs to include a recent resume, and any other optional material, such as a list of courses taught and samples of instructional materials, specifying the course(s) for which they wish to be considered.

A Regular Part-Time faculty member may propose a new workshop or a special topic course to a Division Chair in their area of particular expertise. If the course is approved, it will be exempt from the selection process described above and shall be offered to the individual who proposed it.

Independent Study and Internship Supervision

In the Summer (May–August) semesters, RPT faculty are eligible to work with independent study and internship students. This approval must be processed through the Division Chair and VPAR before confirmation and contract can be issued. For this work, RPTs are compensated at the following rate: \$500 per student. Internship student supervision will be compensated at the rate of \$350 per student.

Graduate Student Supervision

RPT faculty may be eligible to supervise graduate students as long as they meet the criteria for this responsibility and have been approved to do so through appropriate channels. If you are interested in this work, please speak with your Division Chair and read article 16.14 on the process. Compensation for supervising a graduate student is \$400 per term to a maximum of \$1600 per individual student.

Workload Expectations for RPTs

In the Collective Agreement under article 13.05, the workload expectation is determined to be 9 hours per week per 3-credit course over a 14-week semester. This includes class meeting time, course preparation and supporting students outside of class. If a term is compressed to 7 weeks, as is the case in the summer term, this time is doubled to equate to the same calculation. This means that in a 7-week term, you have 18 hours per week to meet the class, prepare the class and support students outside of class time.

Salary and Benefits

Salary - See Article 32.05 (D) (see clauses i through vi for more information on salary) and Article 37.10 for more information on courses with high enrolments

RPT Faculty are remunerated for each Half-Day Course (or equivalent) at a rate based on their level on the Precedence list. There are 3 RPT levels, with Level 3 denoting the highest level of precedence and pay rate. Placement to a level is based on how many courses have been previously taught. Faculty are compensated at RPT Level 1 during the period they are teaching their first 20 courses. This includes the number of courses taught prior to receiving RPT status. Level 2 is for the 21st through 40th Half-Day course or equivalent and Level 3 is for the 41st course and all subsequent courses. Appendix "J" of the Collective Agreement notes the salary grid for each Academic Year according to level.

Leave of Absence

RPT faculty may choose to not take on contracts for 12 months without penalty. Placement of the precedence list will not be affected. With written request this leave can be extended to 24 months.

Normally, requests for leaves of absence shall be submitted by May 30 of the Academic Year preceding the requested leave.

Health Spending Account - See Article 32.20

Each Regular Part-Time faculty will be provided a health spending account in the amount of Eighty Dollars (\$125.00) per Half-Day course taught starting July 1, 2021. 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. Any unused credits at the end of the twelve (12) month policy period will be rolled over into the next twelve (12) month policy period. In no event can credits be used after two (2) years. Best to keep track of this account. After 2 years, your funds are returned to the institution.

In order to access your funds, you will need to use your Medavie Blue Cross card. This card should be sent to you via Human Resources when you become eligible, which will be the September following completion of your first year of RPT status (i.e., if you obtain RPT status on May 2023, you will be eligible in September of 2024). If you do not receive this card within the first 6 weeks of your status change, please notify the union for follow-up.

Sick Leave

If you become ill and are unable to teach your class you should notify your class and the Chair of your absence for that session. This is for an illness of 3 days or less. In the event that you become ill and will be unable to continue to teach your class for the semester you should notify your Chair and the Vice President Academic and Research. If you can continue teaching with an accommodation that can be discussed with HR to support your continued teaching. But if your doctor has indicated you will be unable to teach for a period in excess, then you will need to consider a sick leave. In this case the employer is required to 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.

Professional and Scholarly Activity Account - See Article 32.16

RPT faculty are entitled to \$200 per half day course taught in an academic year that is to be used towards enhancing their professional practice. The funds are calculated based on the courses taught each term and are distributed at the conclusion of the term (i.e., for Fall 2022 you received your funds in December 2022). Employees who receive funds from the Regular Part-Time Professional and Scholarly Activity Fund will have this benefit recorded as taxable income on their T-4 form.

Pension

Regular Part-Time faculty are eligible to join the NSCAD Pension plan after continuous teaching of 24 months post appointment and must meet the earnings threshold to be eligible. For further clarity the eligibility requirement is as follows:

1. Continuous (no break on employment); for RPT fall and winter each year they must teach for 2 years.
2. Lesser of earnings of at least 35% of YMPE or 700 hours
The YMPE for 2023 is \$66,600; 35% of this figure is \$23,310.

In 2023 an RPT1 teaching the equivalent of 6 credits per term for Fall and Winter you will have earned \$26,652.

Please speak with your RPT representative to learn more about how to join.

In 2022 the Collective Agreement included a provision that approved the application by the institution to the Public Service Superannuation Plan (PSSP). Over the course of the 2023 academic year, the Joint

Benefits Committee of NSCAD University will be working towards the application for members to this plan. Until that has been completed, the current Manulife Defined Contribution Pension Plan remains in effect.

Tuition Rebate

In the collective agreement (article 32.17) indicates that 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 university. In order to be reimbursed for the tuition rebate members should complete the form linked here (<https://navigator.nscad.ca/wordpress/wp-content/uploads/2017/12/TuitionReductionForm.pdf>). If link is broken please see the navigator page and look for “forms” “tuition reduction”.

Link to the Collective Agreement in its entirety: <https://www.funscad.ca/wp-content/uploads/UNIT-I-Collective-Agreement-July1-2018-June-30-2022-Signed.pdf>