FUNSCAD Unit I Full Time Faculty and Librarian Handbook

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Welcome to FUNSCAD, the Faculty and Technician Union of NSCAD University

This booklet provides and overview of some of the key articles in our Collective Agreement governing your work conditions. In the event of disagreement between this handbook and the current collective agreement, the latter shall prevail.

INTRODUCTION

FUNSCAD was certified in 1986 under the Trade Union Act for both Unit I (Faculty) and Unit II (Technician, Library and Gallery staff). The vote to certify as a union came about after considerable concern over a lack of fairness and transparency in the management of the university. After certification, the employer refused to bargain with FUNSCAD, the legal bargaining agent, and a lengthy strike was required in order to reach the first contract. Since then, we have signed collective agreements with a usual term of three or four years. In 2019, faculty again went on strike in order to reach an agreement.

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 concerns are raised by FUNSCAD. If you have any questions or concerns that seem in contradiction to the collective agreement first speak to one of the executive members or send an email to the funscad office. When bringing issues to the executive please try to 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 include full time, pro-rated and regular part time faculty and librarians. Please review your Collective Agreement to learn more about your contract with the employer. Unit II include the technical and teaching support staff.

In this handbook we are highlighting some key areas that Unit I faculty should note. If you have any other questions about what your rights and responsibilities are you can always reach out to funscad via the office or to the President directly (check <u>funscad.ca</u> for details on executive members and representatives).

FUNSCAD is run by elected members who are nominated and voted by the membership as "executive members" at the Annual General Meeting (AGM) that is held each year near the end of the fall semester. 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 – additional positions which usually includes both Unit I and Unit II members.

In the year leading up to the expiration of the collective agreement, the executive will begin forming bargaining committees and appoint a "Chief Negotiator" for each Unit I and Unit II. Members of the committee conduct extensive discussions to identify areas of concern and determine how to approach these issues in bargaining.

FUNSCAD has an office at the Fountain campus as well as a Lounge area available for all members to use. FUNSCAD office and FUNSCAD Lounge are located at the top of the "North" block of buildings in N430 and N431. Please note that the lounge is not normally to be used for meeting with students.

Highlights from the Collective Agreement

Workload - See Article 13

In the fall and winter semesters you are expected to teach no more than 3 regularly scheduled courses (or equivalent). Meaning your teaching schedule will include $3 - \frac{1}{2}$ day courses. Your commitment to the University is to devote 35 hours per week to your teaching, service to the university, office hours and scholarly / research activity. The summer semester is normally dedicated to research and vacation.

New faculty are eligible for one course (3 credit) reduction in teaching in the first year. This has to be requested by your Division Chair, on your behalf, to the Vice President Academic and Research.

Faculty are expected to schedule 4 hours per week to be available to students outside of class time. This can be via email / text / phone / in person. At least 2 hours shall be posted on your office door. Your availability should be noted on your course outlines.

Service to the university includes committee work which can be both NSCAD committee work as well as union executive membership. Typically, faculty are assigned NSCAD committee work by the Vice President Academic and Research at the beginning of the fall semester. *Graduate student supervision also counts towards your service commitment.

Faculty can schedule 7 hours of their 35 hours in a week toward their own professional / scholarly research time. Typically, faculty will choose one day during the week that will be dedicated for this time.

Course development and preparation are included in your 35 hours per week of work. Course outlines / syllabus must be provided to the Division and VPAR office at least 7 days prior to the commencement of classes.

Absences during a Semester

Faculty must provide written notice to their Division Chair in advance of any scheduled absence during a semester. This would be for an absence to attend a conference, deliver a lecture elsewhere, attend an exhibition opening or similar. These scheduled absences will need to be announced to your students in a timely fashion. Any absence that would extend beyond 5 days in total will require the prior approval of the Vice President Academic and Research. See Article 13.08 (B)

Non-Teaching Semester Duties

Unless otherwise stipulated, the non-teaching semester is the summer. During this time, you are working on your professional practice, other than your scheduled vacation time. Although this is a non-teaching term there can sometimes be committee work for which you may need to be available. Any absences or vacation during this time should be communicated to your Division Chair and the Vice President Academic and Research Office.

Article 13 includes a great deal of material on course releases for research, scholarly activity outside the university, marking assistance and other duties and responsibilities. It is advised you take time to read this article in its entirety to have a solid understanding of expectations of employment.

Ranks and Promotion – See Article 15

NSCAD has the following ranks for full time / pro-rated faculty Lecturer Assistant Professor Associate Professor Professor

Appointments – See Article 16

New hires begin under a first appointment, At year three, a review for a second appointment. The third review, is conducted in year five and is the review that determines tenure.

Tenure and promotion to Associate (Librarian III) are combined in the third review.

Faculty hired at the level of Lecturer will automatically move to Assistant Professor rank following evidence of the following: appropriated education (terminal degree) and at least 2 years of teaching at the post-secondary level or equivalent or 3 years relevant professional experience post Master's degree or a combination of teaching and professional experience. Or completion of a PhD degree.

Assistant Professor to Associate Professor will be awarded once the faculty has demonstrated they have sustained a record of high-quality teaching / or professional activity; hold the highest

degree (or equivalent) generally required for their discipline; they have completed 6 years of teaching at the post-secondary level as an Assistant Professor.

Associate Professor to Professor will be awarded for a sustained, outstanding quality of teaching, service to the University and major recognition of the professor's work regionally, nationally, or internationally (as described in the collective agreement). The rank of Professor is not normally awarded to new hires but is also not limited to years of service.

Criteria for Promotion are outlined under article 15.04 and can be read for a more thorough understanding of the process for promotion.

Tenure – See Article 16

Initial appointments are awarded for 3 years, normally beginning July 1. Before February 1st of the third year of appointment, a review will be completed.

Second appointment, following an initial appointment, shall be for a further 3-year period. Before April 1st of the second appointment (5th year) a second review will be completed.

Third appointment, with tenure and promotion to Associate Professor, will include a review.

The requirements to meet tenure are outlined in Article 16.06.

Annual Performance Evaluation – See Article 16.09

Before May 1 each year all faculty in their first or second appointment phase will meet with their respective Division Chair to review their year's activities. A summary report of this meeting will be provided to the Vice President Academic and Research office. This report will be first reviewed by you as the faculty and signed as verification that you have read the review. Faculty in their first and second appointment will receive a summary report written by the VPAR that is compiled using the annual performance evaluation of the Chair along with the teaching evaluations submitted by students and the Professional Activities Report submitted by you as faculty.

Faculty in a third appointment with tenure are not required to have a meeting with the Vice President Academic and Research, but may choose to do so.

Sabbatical Leave – See Article 22

After a period of 6 years of service to the university during a period of continuous employment, faculty are eligible for an initial sabbatical leave of 12 months at 85% salary or 6 months at 100% salary. After 3 more years of service a 6-month leave is available or 6 years for a 12-month sabbatical.

Other Leaves – See Article 23

These include sick leave, bereavement leave, compassionate care leave, critically ill childcare leave, critically ill adult care leave, special leave, family leave, parental leave pregnancy leave, court leave, political service leave, spousal leave. These are all outlined under this article.

Health and Safety - See Article 28

NSCAD has a Joint Occupational Health and Safety committee with representation from all constituents on campus. The committee meets regularly to discuss health and safety on campus. If you have any questions or concerns about health and safety in your area it is best to first talk to the technical staff about those concerns. If there are no technical staff then it is recommended you speak with your Division Chair.

Should an incident happen on campus that impacts health and safety there is an incident reporting system that needs to be followed. For more information you can speak with the technician in your area and / or your Division Chair. <u>Incident Report form linked here</u>.

Vacation and Holidays - See Article 30

Full time and pro-rated faculty are entitled to an annual allotment of 23 regular work days as vacation in their first 10 years of service, 25 days for 10 – 15 years of service, 27 days for 15 – 20 years of service and 30 days after 20 years of service. Faculty are obligated to provide one month's written notice of their vacation time. Vacation is intended to be taken during the faculty's non-teaching semester (summer – May – August).

The collective agreement outlines the observable holidays for NSCAD University. If you observe a religious holiday not included, the employer is committed to fulfilling their obligations under the Nova Scotia Human Rights Act. You should discuss with your Chair in advance of the observed holiday.

Supervision of Graduate Students – See Article 32.10

Supervision of Graduate students is at the faculty member's discretion. For each graduate student you elect to act as Studio Advisor or Thesis Supervisor for you are remunerated at the rate of \$325 per student to a maximum of \$1300 (or 4 students).

Benefits - See Article 32.11

Full time and Pro-Rated Faculty members are entitled to be enrolled in the Pension, Medical and Dental plan. In addition, you receive life insurance, short term disability and long-term disability coverage (as eligible) and are part of the employee and family assistance plan. These benefits should have been explained to you upon hire and are outlined in the collective agreement. If you would like more details, please reach out to Human Resources or your union representative. You can also go here to read about the benefits packages.

Professional and Scholarly Activity Account - See Article 32.15

Full Time Faculty and Pro-Rated Faculty are eligible to receive professional development funds at the rate of \$1900 per year (*pro-rated for pro-rated faculty). Eligible expenses include travel for research, journal subscriptions, membership fees, conference registration fees, books, non-employer studio facilities, studio materials and equipment and/or materials related to your research and teaching. Equipment may be considered the property of the university. These funds may not be used for hiring research assistants unless certain conditions apply, such as HST registration (consult with the business office for clarification).

These expenses require approval for reimbursement by the Office of Vice President, Academic and Research. Upon approval, receipts must be submitted for reimbursement to be issued. There is a form in the NSCAD Forms Portal with a link for this permission and reimbursement request.

*(Canada Revenue Agency requires the employer to tax benefits for items like equipment. This means a reimbursement for these expenses will be included in your payroll for the period when you are requesting reimbursement and you will have taxes deducted in that pay cycle reflecting the overall pay and reimbursement).

Professional Activities Report – Appendix C

This appendix outlines what should be included in the yearly professional activities report that will be due May 1 each year. Reports are due to the Vice President Academic and Research no later than May 7th each year.

Guidelines for Class Size - Appendix H

This appendix outlines the guide for class limits.

Salary Scales - Appendix I

New hires are assessed for placement on the salary grid based on previous experience and education. This calculation is based on criteria set out in Article 15. After the initial placement is determined, faculty can expect to move one grid step each year (until they attain the final step) on the anniversary of their contract date (July 1).

New hires have up to one year to contest a grid placement. Please contact FUNSCAD if you believe your placement should be reviewed.

Separate from each Grid Step there is typically a yearly "increase". These increases are negotiated each time the union bargains with the employer at the expiration of the agreement. Increases are not guaranteed and fluctuate with each negotiation.

The collective agreement covers all aspects of your employment at NSCAD so we recommend you take time to read through the agreement in its entirety, so you are familiar with your responsibilities as well as the employer's obligations to you.

Link to the Collective Agreement in its entirety: https://www.funscad.ca/wp-content/uploads/UNIT-II-COLLECTIVE-AGREEMENT-2018-2022-SIGNED-1.pdf