

FUNSCAD

Unit II

Handbook

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Welcome to the Faculty Union of NSCAD University!

FUNSCAD was certified in 1986 under the Trade Union Act for both Unit I (Faculty) and Unit II (Technician, Library and Gallery staff). 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 like your Unit II representative or send an email to 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 II includes technicians, gallery staff and educational resource support staff. Please review your Collective Agreement to learn more about your contract with the employer.

In this handbook we are highlighting some key areas that Unit II staff should note. If you have any other questions about what your rights and responsibilities are you can always reach out to your Unit II representative (check funscad.ca 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 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 which usually includes at least one more Unit II member

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.

Salary Scale and Benefits

Salary Grid – Appendix F and Appendix G

Each position within the bargaining unit has a “Group” allocation. There are groups between 1-8 with most positions falling within groups 2-5.

Each group then has a “Step” allocation between 1-7. Each step indicates a year of experience in the position. Each year staff will move one step higher on July 1st until they reach the highest step.

Separate from each Group and Step are 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.

Benefits – See Article 27

Unit II 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.

Professional and Scholarly Activity Account - See Article 29

Unit II members are eligible for up to \$1785 per year to be between April 1 and March 31 (fiscal budget year). Eligible expenses include:

- *Equipment and / or materials related to your employment or university curriculum.
- Travel to a professionally related conference or seminar.
- Books, magazines, computer software, scholarly journals and technical materials or publications.
- Professional memberships and course fees.

**(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).*

Requests for reimbursement must be **pre-approved** by the Vice President Academic and Research and should include a statement indicating how the courses / materials / equipment contribute to your professional development and / or service to the university.

If you are in a position that is working a minimum of 9 months and 25 hours per week you will be entitled to the full fund amount.

If you are in a position that is working a minimum of 25 hours per work but less than 9 months the funds available will be prorated as follows:

Hours worked per year x annual maximum benefit = total divided by 1820 (total hours worked if a full time employee)

For example, if you are working 25 hours per week for 28 weeks multiply these two number to get 700 (hours) x \$1785 (fund amount) = 1,249,500 divide this by 1820 = \$686.55 your allowable amount.

The PDA system can be daunting for the first time. Your union representative can help you better understand how to submit a request and what to expect in response to the request.

Holidays – See Article 24

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 supervisor in advance of the observed holiday.

If a holiday falls on a day you would not normally be working, you can take a day either immediately following the last day off; the day following your annual vacation; or another day mutually agreed to by both you and your supervisor.

Vacation – See Article 25

Vacation days are prorated based on the number of hours per year worked. In the first 5 years of service you are entitled to 18 days (7 hour days) per year.

Since not all Unit II members work regular full time hours it is best to use this formula when calculating your vacation entitlement:

First 5 years

Take the total number of hours worked (excluding overtime) multiply by 18 (number of days) and divide this number by 1820 (number of hours worked if in a regular full time role).

Example – I work 9 months of the year at 35 hours per week and then I work 4 months at 25 hours per week. My total hours for the year would be 36 weeks x 35 + 16 weeks x 25 = 1660 hours.

$1660 \times 18 \text{ days} = 29880 \text{ divide by } 1820 = 16.4 \text{ days}$

After 5 years and less than 10 years use 23 days in the formula; after 10 years and less than 15 years use 25 days; 15 years and less than 20 years use 27 days; after 20 years use 30 days in the formula.

Vacation year starts July 1 and ends June 30th. If you are hired in January for example, you will have earned vacation up to June 30th.

Vacation requests must be submitted to your supervisor by May 1st each year if taken in June, July and August. For other vacation requests it must be submitted at least one month in advance. Supervisors will review and consider vacation schedules if there are multiple unit II members in one area like the library or in the learning commons.

Sick Leave – See Article 26

Unit II members are entitled to a maximum of 15 days per year for casual illness. Unused sick days can be carried forward to the next year at a maximum of 10 days (to total 25 days). The eligibility is outlined in the collective agreement as you must earn the time before using the time.

Should you become ill, and it will be more than 10 consecutive days from work, you should discuss short term disability coverage with Human Resources.

Leaves of Absence – See Article 28

Unit II members are entitled to family bereavement leave, compassionate care leave, critically ill childcare leave, critically ill adult care leave, and special leaves as approved. For members who become parents they can consider family leave, pregnancy leave, spousal leave, and / or parental leave.

The collective agreement also outlines standard leaves such as voting leave, domestic violence leave, day leave (appointments or other personal emergencies).

Job Descriptions, Evaluation and Assignments – See Article 23

Upon hire you will be provided a job description. Newly created positions will have a job evaluation completed by the Job Evaluation Committee within 20 days of the position creation. Should time restraints impact the committee's ability to rank the position prior to hiring, a "provisional" ranking will be determined. After 60 days the position will be evaluated for a final ranking.

Should your position responsibilities shift to a significant degree, you can request a "job evaluation". When requested, you will be asked to complete a Job Questionnaire that will be reviewed with your immediate supervisor for accuracy before being submitted to Human Resources. Upon receipt of the job questionnaire, Human Resources will call the Job Evaluation Committee to a meeting to review and determine if any ranking changes are necessary. If your position is moved to a higher rank and your salary is to be adjusted, the adjustment will be made back to the date that Human Resources receives your questionnaire.

If your position changes and your rank is lowered, you will be "red circled" and maintain the rate of pay you are currently receiving but will not progress through steps.

Health and Safety – See Article 31

NSCAD has a Joint Occupational Health and Safety Committee which requires representation from all working groups within in the institution. As a Unit II member you are encouraged to consider committee appointments like OHS as the changes made by this committee can directly impact your working environment.

Safety protocols in the studios, workshops, library and gallery are often under the scope of the unit II staff members job descriptions. The article on OHS is extensive and you are strongly encouraged to thoroughly read the material and ask questions when necessary.

Teaching Assignments – See Article 45

Not all Unit II members are eligible to teach a course at NSCAD, however, this could be presented to you if you have an active practice that relates to course delivery in your area. This article outlines your responsibilities when dividing your time between your unit II position and a teaching assignment.

Supervision – See Article 47

Each staff member in the Unit II group is assigned a direct or “immediate” supervisor. NSCAD is obligated to provide your supervisor with training and information on your position and duties. Yearly, in September, the employer is obligated to notify the union of the list of supervisors for each member of Unit II. If you are not sure who your direct supervisor is you can reach out to the union via the office or your unit II representative.

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>