

UNIT II

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”)

July 1, 2018 - June 30, 2022

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ARTICLE 1 - DEFINITIONS

1.01 For the purpose of this Agreement:

- (A) **“Agreement” shall mean the Collective Agreement between Unit II of the Union and the Board;**
- (B) **"Union" means the Nova Scotia College of Art and Design Faculty Union which includes Unit I and Unit II;**
- (C) **“Board” shall mean the Board of Governors of the Nova Scotia College of Art and Design;**
- (D) **"University" means the Nova Scotia College of Art and Design;**
- (E) **“Employer” means the Board of Governors of the Nova Scotia College of Art and Design, and persons designated or authorized to act on its behalf;**
- (F) **"Employee" when spelled with capital E means an Employee employed by the Employer in Bargaining Unit II;**
- (G) **"Bargaining Unit" means the bargaining unit described in Nova Scotia Labour Relations Board Certification Order No. 3296 attached as Appendix "A" to this Agreement;**
- (H) **“Technical and Educational Resource Personnel” means all people represented by FUNSCAD Unit II;**
- (I) **"Regular Full-Time Employee" means an Employee hired for an indefinite term and who works 35 hours per week;**
- (J) **"Regular Part-Time Employee" means an Employee hired for an indefinite term who is regularly scheduled to work fewer hours than a Regular Full-Time Employee. This Collective Agreement applies to Part-Time Employees according to the terms specified in Appendix "B";**
- (K) **"Casual Employee" means an Employee who is employed on an occasional basis or whose period of employment does not exceed six (6) weeks. Casual Employees are employed when Full-Time and/or Part-Time Employees are absent from work due to short-term illness or accident, vacation, bereavement leave, statutory holidays, approved leave of absence or in cases of emergencies or other unforeseen circumstances. A Casual Employee is not a member of the Bargaining Unit and is not covered by this Collective Agreement;**
- (L) **"Recurrent Sessional" means an Employee hired for an indefinite term, who works either regular full-time (35 hours per week) or part-time hours (25 hours per week), for nine (9) months (Fall and Winter semesters) and works no fewer than 25 hours per week in the Summer according to Appendix B - Recurrent Sessional Employees Only. This Collective Agreement applies to Recurrent Sessional Employees according to the terms specified in Appendix "B";**
- (M) **“Temporary Employee” means an Employee hired without the intention of becoming permanent, and who is employed for a specified period of time for a number of working days in excess of six (6) weeks;**

- (i) to fill a position which is vacant, due to the absence of a Regular or Recurrent Sessional Employee, through extended illness or accident, or approved leave of absence, or summer work refused, by a Recurrent Sessional Employee in accordance with Appendix "B". Any position occupied by a Temporary Employee shall be reassumed by the holder of the Regular or Recurrent Sessional position upon their return to duty; or
- (ii) to complete a specific project or extraordinary work requirements.

The terms and conditions of employment for Temporary Employees are as specified in Appendix "B" to this Agreement.

- (N) "Senior Administration" shall mean Vice-President, Academic and Research, the Vice-President, Finance and Administration, and the President of the University;
- (O) "Responsible Manager" means a senior administrator who is a Union exempt employee responsible for the management of a particular service/support area of the University in accordance with the established reporting lines in the University. The Vice-President, Academic and Research shall identify the reporting lines;
- (P) "Immediate Supervisor" means an employee, Division Chair, Librarian or an administrator who directly supervises Employees in this Bargaining Unit according to the established reporting lines in the University. The Vice-President, Academic and Research shall identify the Immediate Supervisor for each Employee. The Immediate Supervisors are listed in the Job Descriptions;
- (Q) "Division Chair" as defined in the FUNSCAD Unit I Collective Agreement;
- (R) "Program Director" as defined in the FUNSCAD Unit I Collective Agreement;
- (S) "Day" means working day, that is, days other than Saturday, Sunday or holidays, unless otherwise specified;
- (T) "Spouse" is defined as either of two persons who:
 - (i) are married to each other;
 - (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity;
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabitating or, where they have ceased to cohabit, have cohabited within the twelve-month period immediately preceding the date of entitlement;
 - (iv) are domestic partners within the meaning of Section 52 of the *Vital Statistics Act*, or
 - (v) not being married to each other, are cohabiting in a conjugal relationship with each other, and have done so continuously for at least:
 - (a) three years, if either of them is married; or

(b) one year, if neither of them is married.

- (U) **“Student Assistant” means a part-time or full-time student enrolled in a regular credit course at the Nova Scotia College of Art and Design, and who performs work which is limited in scope and responsibility, and is defined and limited by Article 3.03, and who is not an employee of the Nova Scotia College of Art and Design in any other capacity; and**
- (V) **“Vacancy Notice” means a written notice describing the position, the principle duties and qualifications, date of commencement, competition closing date, and salary range for the Unit II position.**
- 1.02 Unless any provisions of this Agreement otherwise specify, the plural includes the singular, and vice versa as the context may require.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Board and its designates shall exercise its management functions in a manner that is **fair, reasonable and** consistent with the provisions of this Agreement.
- 2.02 The Board shall insure that all staff that have supervisory functions follow principles of conduct as expressed in Article 47 – Unit II Supervision. The Board is committed to upholding the principles of equity, non-discrimination and freedom from harassment.
- 2.03 The Board preserves and retains solely and exclusively all its inherent rights to manage the University, except where limited by the terms of this Agreement.
- 2.04 Without restricting the generality of the foregoing, the Union acknowledges that it is the function of the Board to:
 - (A) maintain order, discipline and efficiency;
 - (B) hire, assign work, promote, transfer, demote, discipline, suspend, layoff, or discharge any Employee covered by this Agreement;
 - (C) judge the qualifications, competence and abilities of the Employees; and
 - (D) determine the nature and kind of services or programs to be provided by the Employer and the staffing requirements to be used in providing these services and programs.

ARTICLE 3 - RECOGNITION

- 3.01 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. 3296 attached as Appendix “A”. This will not prevent agreements from being made between individual Employees and the Employer as permitted by this Agreement. The Union shall be advised about all individual agreements before they are implemented and the Unit II Vice President and the Union shall be sent a copy of the contract details normally within two (2) weeks of date of hire.
- 3.02 Persons employed by the Employer outside the bargaining unit shall not perform bargaining unit work except in cases of emergency or training and except for student assistants as defined and limited by Article 3.03.

- 3.03 When Student Assistants do work for Unit II Employees, the following policies and procedures shall be followed:
- (A) Student Assistants shall not be hired as replacement staff for Unit II Employees.
 - (B) The work performed by Student Assistants will be to provide assistance when needed by and as directed by Unit II Employees.
 - (C) Student Assistants will work no more than fifteen (15) hours per week on a regular basis. In exceptional circumstances, area supervisors may request that student assistants work more than fifteen (15) hours [but not more than nineteen (19)] per week. Such requests must be approved by the Vice-President, Academic and Research or designate prior to the work being performed.
 - (D) Student Assistants are not members of the Bargaining Unit and shall be paid by time sheets.
 - (E) When the designated Unit II Supervisor for a Student Assistant is not available for providing direction regarding workplace issues, the Immediate Supervisor or Responsible Manager of said Unit II Supervisor shall provide direction for the Student Assistant.
 - (F) The Employer recognizes that Student Assistants may be hired in areas where there are potential risks and hazards. The Employer takes ultimate responsibility for the health and safety of Student Assistants.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 Neither the Employer nor the Union will discriminate against any Employee with respect to the application of the terms and conditions of employment on the basis of race, colour, sex, marital status, sexual orientation, **gender identity, gender expression**, citizenship (except as may be required by the *Immigration Act*), physical or mental disability, age, creed, ethnic, aboriginal or national origin, religion, family status, source of income, political affiliation, political activity, political beliefs (provided such do not interfere with the operation of the University), and/or 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 5 - UNION MEMBERSHIP AND DUES CHECKOFF

- 5.01 Membership in the Union shall not be a condition of employment at the University.
- 5.02 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 tenth (10) 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.
- 5.03 The Union shall indemnify the Employer for any dues improperly deducted and remitted to the Union pursuant to Article 5.02.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 Recognizing the dispute resolution mechanism referred to in Articles 11 and 12, until such time as a legal strike or lockout may occur, it is agreed that there shall be no strikes, job action pressures or other work stoppages by the Union or the Employees covered by this Agreement and it is agreed that there shall be no lockout by the Employer.
- 6.02 The Employer, the Union and the **Employees** agree that in the event of a legal strike or lockout as defined in the *Trade Union Act*, the parties will implement an orderly **shutdown** of the areas where there is likely to be harm to individuals or damage to University property, equipment or materials.

ARTICLE 7 - UNION-BOARD COMMITTEE

- 7.01 (A) The Union-Board Committee shall consist of two (2) **employees** selected **from and** by FUNSCAD Unit I, two (2) **Employees** 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.
- (B) 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.
- (C) The Committee shall meet at the request of either party.
- (D) The Committee shall determine its own operating procedures.
- 7.02 Union-Management Committee
- (A) The **Union-Management** Committee shall consist of two (2) Employees selected from and by FUNSCAD Unit II, one (1) **employee** selected from FUNSCAD Unit 1 by FUNSCAD Unit II, and up to three (3) representatives selected by the Employer.
- (B) The Committee shall attempt to foster good communication and effective working relationships between the parties and a spirit of cooperation and goodwill within the 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.

- (C) The Committee shall meet **a minimum of four (4) times per annum (quarterly)** **and** as necessary at the written request of either party, upon ten (10) **business days'** notice, to discuss matters of concern to either party.
- (D) The Committee shall determine its own operating procedures.

ARTICLE 8 - AMALGAMATION, CONSOLIDATION AND MERGER

- 8.01 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 the University is, in whole or part, merged, amalgamated, or consolidated with another employing body.
- 8.02 If the operations of the University are relocated to another location in the Province of Nova Scotia, this Agreement shall continue to apply.
- 8.03 In cases where the Employee's work location is to be changed, the Employer will consult with the Union and the Employee and provide as much advance notice as circumstances permit. In cases where an Employee's work location is to be changed to a location more than one (1) kilometer from the former work location, the Employer will provide thirty (30) days notice to the Employee and the Union.

ARTICLE 9 - UNION MATTERS

- 9.01 The Employer agrees to provide reasonable access to the University to representatives of CAUT, or a Provincial Counterpart, or legal counsel invited by the Union, provided such access does not in any way interfere with the normal operations of the University. Access under this provision shall not include the right of any such invited person to call meetings on the University's premises.
- 9.02 The Employer acknowledges the right of the Union to elect/appoint Employees as executives and representatives.
- 9.03 It is understood that Employee Union representatives have their regular work to perform on behalf of the Employer. If it is necessary to process a grievance during working hours, representatives will obtain authorization from the appropriate Immediate Supervisor before leaving their jobs. Such authorizations will not be abused by the representatives and will not be unreasonably withheld by the Employer.
- 9.04 The Employer agrees to recognize a negotiating committee to be appointed by the Union for the purposes of representing the Employees in negotiations for the renewal of this Collective Agreement. It is agreed that up to four (4) members of the Union negotiating committee shall not suffer any loss of wages for participating in bargaining scheduled during their normal working hours up to but not including any collective bargaining following the first day of any conciliation. The scheduling of negotiation meetings shall be by mutual agreement based on the operational requirements of the University. The Employer is not obliged to hire replacement staff; however, it may, at its discretion decide to hire such replacement staff in order to facilitate negotiations during normal working hours. The Employer shall be advised in writing of the names of the committee members prior to the commencement of negotiations.

- 9.05 The Employer agrees to provide the Union with information regarding the **name, position name, type of position (e.g. Regular Full-Time Employee, Regular Part-Time Employee, Recurrent Sessional, Temporary Employee), Salary Grid and Step**, of Employees in the Bargaining Unit. **This information shall be provided by October 15th and February 15th annually.** On a case-by-case basis, the Employer may consider a written request from the Union for additional information required for the negotiation of the Agreement. It is understood that the Employer will not be required to compile information and/or statistics in a form other than that in which such data are already compiled.
- 9.06 The Employer, at its expense, shall provide each Employee with a copy of this Agreement and shall provide the Union with a further **twenty (20)** copies within thirty (30) days of its signing. Further copies shall be made available at cost upon request of the Union. **In addition, the Employer agrees to supply the Union with a Word document of the Collective Agreement.**
- 9.07 The Union agrees to provide in writing to the Employer the names of current Union executives and representatives.
- 9.08 The Employer shall allow the Union to hold meetings on the University premises subject to other priorities and the availability of meeting rooms and lecture facilities.
- 9.09 The Employer agrees that certain Union activities shall be considered a form of service to the University. These Union activities shall be:
- (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 11;
 - (D) service on the Faculty Union Executive Committee;
 - (E) representing the Union in the capacity of either Union President or Vice-President Unit II, but not both.

When such activities result in the Employee's absence from **their** work location, as provided in this Agreement, the Employee will not be required to make up that time in the work location. Notwithstanding the foregoing, such absence will not exempt an Employee from meeting deadlines for specific obligations set out by the Immediate Supervisor or Responsible Manager.

- 9.10 The Employer agrees to continue to provide the Union with access to **University space** (subject to other priorities and availability), with suitably serviced office space, telephone service, and with use of the internal mail, **internet, and email services.** The Employer agrees to provide, and the Union agrees to pay, at the internal rates charged to Departments and Divisions, for external mail and reproduction services, long distance telephone service and office and computer supplies.

The Employer will continue to provide bulletin board space upon which the Union shall have the right to post notices pertaining to elections, appointments, meeting dates, news items, social and recreational events.

- 9.11 During the time that collective bargaining regarding the renewal of this Collective Agreement is in progress the Union's chief negotiator for this Bargaining Unit shall, on request, be exempt from University committee assignments.

Because of the work schedule required of Full-Time Unit II members, the Employer agrees to exempt, on request, a Full-Time Unit II member elected to the office of Union President from University committee assignments during the period of office with the understanding that the Union will ensure that there is adequate Employee representation on the committees concerned.

- 9.12 An Employee shall be allowed one (1) hour per month to attend Union meetings without loss of pay. Employees who are located away from the Fountain Campus shall be allowed two (2) hours per month to attend Union meetings without loss of pay. Up to five (5) Employees who are members of the Executive of the Union shall be allowed one (1) additional hour per month to attend Union meetings without loss of pay. Up to five (5) Employees who are members of the Executive of the Union who are located away from the Fountain Campus shall be allowed an additional two (2) hours per month to attend Union meetings without loss of pay.
- 9.13 Where operational requirements permit and upon reasonable notice, the Employer may grant special leave without pay to Employees to **attend CAUT and** Provincial Counterpart workshops and meetings for a maximum of **ten (10)** working days for the Bargaining Unit in any one (1) contract year.
- 9.14 The Employer shall for purposes of Article 9.09 recognize that an Employee who is elected President of the Union or Vice-President of Unit II, but not both shall be allowed such reasonable time as is necessary, during **their** normal working hours, with pay and with no loss of seniority or benefits to:
- (A) process grievances;
 - (B) have meetings with new Employees to explain benefits and Union matters;
 - (C) make Union conference calls and attend Union meetings; and
 - (D) have meetings with the Employer.
- 9.15 In order to facilitate mutually beneficial relations, the Director of Human Resources and/or Vice President, Academic and Research shall schedule a meeting with all new Employees on **their** first day of employment, or as soon as possible during the first week of employment, to which meeting the Unit II Vice-President will be invited. This meeting will be for the purpose of reviewing NSCAD policies, procedures and the Collective Agreement. The Employer may designate an alternate representative to attend. The Union may designate another Unit II Employee if the Unit II Vice-President is not available on the meeting day.

ARTICLE 10 - CORRESPONDENCE

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

- 10.02 Any correspondence related to Unit II matters shall be sent directly to the Vice-President of Unit II with a copy to the President of FUNSCAD.
- 10.03 All correspondence containing personal information shall be handled in accordance with Article 43 - Personal Information.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 A grievance is any dispute or difference arising out of the application, administration, interpretation, or alleged violation of the provisions of this Agreement.
- 11.02 The parties agree to make every reasonable effort to encourage an informal, amicable, and prompt settlement of grievances. An aggrieved Employee should therefore discuss a difference or dispute informally with **their** supervisor in an attempt to resolve the matter.
- 11.03 (A) an individual grievance is a grievance initiated by the **Union on behalf of** an individual Employee;
- (B) a Union grievance is a grievance initiated by the Union and shall normally concern matters of general application. In order to avoid duplication of grievances, a matter filed as a Union grievance shall not be initiated and processed as an individual grievance and vice versa;
- (C) an Employer grievance is a grievance initiated by the Employer.
- 11.04 Individual Grievances

Individual grievances shall be processed in the following manner:

Step 1 - The **Union** shall submit the grievance in writing to the Vice-President, Academic and Research with a copy to the Union President, within twenty-five (25) calendar days of the occurrence of the event giving rise to the grievance. In order to enable the Employer to properly investigate and respond to the grievances, the written grievance should be on the prescribed form (see Appendix "E"), should specify the section or sections of this Agreement alleged to have been misinterpreted, misapplied or violated, and should specify the redress sought.

Within ten (10) calendar days following receipt of the grievance, the Vice-President, Academic and Research or **their** designate shall meet with the grievant, who shall be accompanied by a Union representative, to attempt to resolve the grievance. A representative may also accompany the Vice-President, Academic and Research or **their** designate. The Vice-President, Academic and Research shall, within five (5) calendar days of the meeting, give a reply in writing to the Union. If the grievance is not remedied at Step 1, the grievance may proceed to Step 2.

Step 2 - Within twenty (20) calendar days from receipt of the decision, or the date the decision should have been given in Step 1, the **Union** shall present **the** grievance in writing either by personal service or by registered mail to the President of the University (the "President"). Within ten (10) calendar days following receipt of the grievance, the President shall meet with the Union representative(s) to attempt to resolve the grievance. A representative may also accompany the President. The President shall, within five (5)

calendar days of the meeting, give a reply in writing to the Union. If the Employee does not receive a reply or satisfactory settlement of the grievance from the President, the Union may refer the grievance to arbitration as provided in Article 12.01 herein.

11.05 Union Grievance

Step 1 – The Union shall file a Union grievance, as defined in Article 11.03, by forwarding a grievance in writing at Step 1 of the grievance procedure within twenty-five (25) calendar days of the date upon which the Union knew or ought to have known of the events giving rise to the grievance. In order for the Employer to properly investigate and respond to the grievances, the written grievance should be on the prescribed form (see Appendix "E"), should specify the section or sections of this Agreement alleged to have been misinterpreted, misapplied or violated, and should specify the redress sought. Within ten (10) calendar days following receipt of the grievance, the Vice-President, Academic and Research and/or a Responsible Manager who has not yet met with the Union regarding the Grievance shall meet with the Union's representative(s) to attempt to resolve the grievance. The Vice-President, Academic and Research shall, within five (5) calendar 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 proceed to Step 2.

Step 2 – Within twenty (20) calendar days from receipt of the decision, or the date the decision should have been given in Step 1, the Union shall present its grievance in writing either by personal service or by registered mail to the President of the University (the "President") with a copy to the Union President. Within ten (10) calendar 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 also be accompanied by a representative. The President shall, within five (5) calendar days of the meeting, give a reply in writing to the Union. If the Union does not receive a reply or satisfactory settlement of the grievance from the President, the Union may refer the grievance to arbitration as provided in Article 12.01 herein.

11.06 Employer Grievance

The Employer shall file an Employer grievance by forwarding a grievance in writing to the President of the Union within twenty-five (25) calendar days of the date upon which the Employer knew or ought to have known of the events giving rise to the grievance. In order for the Union to properly investigate and respond to grievances, the written grievance should be on the prescribed form (see Appendix "E"), should specify the section or sections of this Agreement alleged to have been misinterpreted, misapplied or violated, and should specify the redress sought. Within ten (10) calendar days following receipt of the grievance, the President of the Union shall meet with the Employer's representative(s) to attempt to resolve the matter. The President of the Union shall, within five (5) calendar 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 Article 12.01.

- 11.07 (A) The time limits and procedures referred to above may be extended or modified by mutual agreement of the Employer and the Union in writing.
- (B) A grievance should not be defeated by formal or technical objections and the parties should allow all necessary amendments to the grievance and waive formal procedural irregularities in the processing of the grievance in order to determine the real matter in dispute. However, if the grievant has not exercised due diligence in abiding by the applicable time limits, the grievance shall be considered abandoned and at an end.
- 11.08 (A) The Employer and the Union shall provide to the other, upon written request, copies of documents relevant to a grievance;
- (B) All correspondence pursuant to this Article shall be delivered by double registered mail or receipted delivery.

ARTICLE 12 - ARBITRATION

- 12.01 (A) No matter may be submitted to arbitration unless the grievance has been carried through all the steps of the grievance procedure. A grievant wishing to refer a grievance to arbitration shall, within and not later than fifteen (15) days of the day on which the grievant 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 at the same time, suggest a sole arbitrator.
- (B) The party receiving such notice shall, within and not later than ten (10) days of the receipt of such notice, advise the other party of its agreement or alternate suggestion of a sole arbitrator from the list below:

Susan Ashley
Lorraine Lafferty
John MacPherson
Bruce Outhouse
Gus Richardson
Scott Sterns

- (C) Where the parties are unable to agree upon a sole arbitrator within twenty-five (25) days of receipt of the written notice of intention to arbitrate, either party may, upon notice, nominate its nominee to a three-person 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 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 following list:

Susan Ashley
Lorraine Lafferty
John MacPherson
Bruce Outhouse
Gus Richardson

Scott Sterns

- (D) Should the nominees be unable to agree upon a chairperson from that list, the next arbitrator in rotation (as among the six (6) named above) shall be the chairperson. Each party shall pay one-third of the fees and expenses of the Sole Arbitrator, or shall pay the fees and expenses of their nominee and one-third of the fees and expenses of the chairperson of the Arbitration Board in accordance with Section 41 of the *Trade Union Act*.
- 12.02 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 Board. The decision of the Board shall be final and binding on the parties.
- 12.03 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, 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 13 - DISCIPLINARY ACTION AND DISMISSAL

- 13.01 No Employee who has completed **their** probationary period shall be disciplined or dismissed except for just cause. In cases of dismissal and/or discipline, except in the case of probationary Employees, the burden of proof of just cause shall rest with the Employer.
- 13.02 The Employer shall notify an Employee of any expression of dissatisfaction which it considers to be bona fide and which relates to the Employee's job performance within thirty (30) days of becoming aware of the event giving rise to the complaint. Anonymous or hearsay material cannot form any part of a notice of an expression of dissatisfaction. This notice shall be in writing and shall be sent to the Employee by **their** Responsible Manager and shall include particulars, which led to such dissatisfaction and, if appropriate, may suggest measures to remedy the problem indicated. Whenever the Employer is of the opinion that the nature of the problem, if not remedied, is one that may lead to dismissal or other disciplinary action, the Employer shall include such warning in the notice.

- 13.03 When disciplinary action is to be taken against an Employee, **they** will be notified in writing of the cause and of the action taken, or to be taken, with a copy forwarded to the Union.
- 13.04 An Employee shall have the right to a meeting with the Vice-President, Academic and Research to respond to any matter relating to suspension or discharge. A Union representative shall be present at any meeting between the Employer and Employee involving discipline, suspension or dismissal.
- 13.05 Pending investigation, suspensions shall be paid. After investigation has been completed, suspension may be either paid or unpaid. Suspensions shall normally not exceed two weeks. Should unpaid suspension be deemed appropriate, Article 28.07 will apply as leave of absence without pay.
- 13.06 When an Employee alleges that **they have** been disciplined or dismissed in violation of Article 13.01, a grievance may be lodged in accordance with Article 11. In the case of a dismissal, if after the conclusion of the grievance procedures such Employee submits **their** grievance to arbitration, the parties shall endeavor to expedite processing of the case so that the arbitration decision is rendered within three months after the date of the dismissal.
- 13.07 When no discipline is imposed after disciplinary proceedings have been initiated, or if disciplinary action is set aside following grievance and/or arbitration, no records of such proceedings or actions shall be placed in or remain in an Employee's Official Personal File.
- 13.08 All records of disciplinary notices, warnings or suspensions and letters of complaint shall be removed from the Employee's Official Personal File after two (2) years have elapsed without further disciplinary action having been imposed. All records of expression of dissatisfaction or letters of complaint, which do not lead to disciplinary action shall not become a part of the Employee's Official Personal File.
- 13.09 Employees shall have the right to refuse to perform the work of striking/locked out employees of the 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 employees at the University.

ARTICLE 14 - PROBATION AND PERFORMANCE REVIEW

14.01 Probationary Employees

- (A) A newly-hired Employee shall be on probation for a period of six (6) months worked from the date of hire, shall not have any seniority rights during that period, or be eligible for benefit plans identified in Article 27.01 **except that** Medical/Dental, and Short Term Disability coverage and EFAP plan which shall be made available to Employees after **one (1) month** of service. It is recognized that a probationary Employee is serving a trial period to determine competence and suitability for a particular position and may be dismissed if, after careful review and in the Employer's judgment, **they do** not meet acceptable standards.
- (B) The Employer shall evaluate a probationary Employee's performance during the probationary period as per Article 14.01 using the Probationary Period Review Form (Appendix D) at two (2) month intervals and such evaluation shall be in writing with a copy to the Employee and the Director of Human Resources.

- (C) The entire probationary review process shall be administered by the Responsible Manager and the Director of Human Resources. To initiate the review, the Director of Human Resources shall notify the Responsible Manager and the Immediate Supervisor that a review is necessary. The Probationary Review Form shall be completed by the Immediate Supervisor who shall meet with the Employee to review the completed Probationary Period Review Form.
- (D) Comments based on hearsay and anonymous materials shall not be allowed. Where neither the Immediate Supervisor nor the Responsible Manager has regular contact with the Employee being reviewed, faculty input from the area in which the Employee works shall be sought, and such input shall be in writing.
- (E) The Employer reserves the sole right to make the decision regarding the retention or dismissal of a Probationary Employee at any time during the probationary period. The Employer agrees to notify the Union when termination action is to be taken.
- (F) The Director of Human Resources shall inform Employees in writing of the successful completion of their probationary period, with a copy to the Union.
- (G) After successfully completing the probationary period the Employee shall receive credit for seniority purposes from the original date of hire and be eligible for enrolment in all benefit plans.
- (H) All probationary forms, reports and supporting materials shall become part of the Employee's Official Personal File. The Employee shall be given a copy of the material and shall sign the original form to indicate that **they have** received a copy.

14.02 Performance Reviews

- (A) A Post-Probationary Performance Review will take place no sooner than one (1) year after completion of the probationary period.
- (B) After the Post-Probationary Performance Review has occurred, further Performance Reviews shall normally not be required but shall take place at the initiative of the Employer or upon request of the Employee.
- (C) Performance Reviews shall normally be completed within twenty (20) days from the date the Employer initiates or the Employee requests the Review. Should the Employer initiate the Review, the Employee and the Union shall be so informed.
- (D) To initiate the Review, the Director of Human Resources shall convene a meeting with the Responsible Manager and the Immediate Supervisor.
- (E) The entire Review process shall be administered by the Responsible Manager and the Director of Human Resources.
- (F) Where neither the Responsible Manager nor the Immediate Supervisor works in the Employee's area and does not have regular daily contact, a NSCAD University employee shall be appointed who is acceptable to the Employee and the Employer to carry out the Review. The Employee shall review **their** selection with the Union prior to the appointment; however, the Employee's failure to do so shall not invalidate the Review.

14.03 For each Performance Review:

- (A) The performance expectations shall be set out on the review form (see Appendix D) by the Immediate Supervisor or person appointed as per Article 14.02(F);
- (B) A draft review form (Appendix D) commenting on the qualifications, competence, and ability of the Employee, together with evaluative comments sufficient in scope so as to provide an independent and impartial review shall be completed (comments based on hearsay and anonymous materials shall not be allowed). All input for the Performance Review shall be in writing. A copy of the draft review form shall be forwarded to the Employee at least one (1) week prior to the meeting.
- (C) There shall be one (1) formal Performance Review meeting with the Employee to discuss the evaluation and the draft review form. Normally the Performance Review meeting will include the Immediate Supervisor or person appointed as per Article 14.02(F) and the Employee. The Employee may request that a representative of the Union be present as an observer;
- (D) At this meeting the performance expectations shall be discussed with the Employee.
- (E) After the discussion of the evaluation with the Employee, the final evaluation shall be set out on the review form.
- (F) The final evaluation shall be signed by the Immediate Supervisor or person appointed as per Article 14.02(F) and the Responsible Manager; and
- (G) The completed review form shall go into the Employee's Official Personal File and the Employee shall be given a copy. **The** Employee shall sign the original form to indicate that **they** received a copy and the Employee may add additional comments to the final performance review form.

14.04 The Employer shall not institute an unscheduled performance review while a grievance procedure is underway to which the Employee is a party.

14.05 Where the Vice-President Academic and Research is of the opinion that a problem exists in the review being carried out by the Immediate Supervisor, a person shall be appointed who is acceptable to the Employee and the Employer to carry out the Review.

ARTICLE 15 - OFFICIAL PERSONAL FILES

15.01 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. The Official Personal Files shall be kept secure in the office of the Director of Human Resources.

15.02 Only documents relating to the employment of an Employee shall be placed in the Official Personal File. No documentation recording grievance(s) or the proceedings of grievance hearings shall be included in an Employee's Official Personal File.

15.03 Upon request of an Employee, and on reasonable notice, the Official Personal File of that Employee shall be made available for **their** examination. Also, upon reasonable request and notice, an Employee shall receive copies of any documents (prepared at the Employer's expense) from **their** Official Personal File.

- 15.04 An Employee may include in **their** Official Personal File any written comments relating to the accuracy, relevancy or meaning of any of the contents of **their** file. After written request by the Employee to the Director of Human Resources, the Employer shall immediately remove from the Employee's file information or commentary, which cannot be substantiated.
- 15.05 Copies of any letters of complaint shall be given to the Employee and shall form part of the Employee's Official Personal File. Letters of complaint, which cannot be substantiated, shall not be included in an Employee's Official Personal File or used for any purpose related to review or discipline. No anonymous material or material based on hearsay shall be included in an Employee's Official Personal File, other than the aggregated results of the Instructional Assessment Form where applicable.
- It is agreed that the Employer will not introduce into evidence at arbitration any letters of complaint or notices of discipline, of which the Employee was not aware at the time of the disciplinary action.
- 15.06 No document contained in any file shall be released or made available to any other person or institution, except for internal University administrative purposes, without the written consent of the Employee, or as required by law.
- 15.07 All material added to an Employee's Official Personal File, after December 22, 1998, shall show the date of inclusion in the file.
- 15.08 All records of disciplinary notices, warnings or suspensions and letters of complaint shall be removed from the Employee's Official Personal File after two (2) years have elapsed without further disciplinary action having been imposed.

ARTICLE 16 - SENIORITY

- 16.01 Seniority is defined as the length of active service with the Employer. For the purposes of this Article only, **all Employer approved paid or unpaid leave shall** be deemed to be days of active service. All indefinite term Employees regardless of hours worked per year will be credited with one full year seniority for each academic year worked. Effectively Employees will be credited with a full step on the wage scale for each year worked.
- 16.02 The Employer and the Union agree on a seniority list (see Appendix "I") showing the commencement date and the total accumulated seniority for each Employee. The Director of Human Resources will provide an updated seniority list to the Vice-President of Unit II of the Union no later than July 31st of each year.
- 16.03 A newly hired Employee shall have no seniority rights during **their** probationary period as defined in Article 14.01. At the conclusion of the probationary period, an Employee's seniority will **be retroactive to their initial** hiring date.
- 16.04 An Employee shall not lose seniority rights if **they are** absent from work because of sickness, disability, accident, layoff [up to twenty-four (24) months], or leave of absence approved by the Employer. An Employee shall lose **their** seniority and **their** employment shall terminate in the event that:
- (A) **they terminate their** employment;
 - (B) **they are** discharged for just cause and not reinstated;

- (C) **they are** laid off for a period of more than twenty-four (24) consecutive months;
- (D) **they are absent** from work for more than two (2) consecutive working days without securing leave of absence from the Employer when it would have been possible to secure such leave; or
- (E) **they fail** to return to work within ten (10) working days after recall notice is given pursuant to Article 21.07.

ARTICLE 17 - JOB POSTING

17.01 Job Posting

- (A) When the Employer determines a vacancy is to be filled within the Bargaining Unit, the Vice-President, Academic and Research shall convey this to **the Director of Human Resources, who shall facilitate the hiring process and undertake consultations as required to fill the vacancy, including, but not limited to, interviewing the Responsible Manager and the Immediate Supervisor (where there is one) of the area concerned. They may also consult with other Employees of the University.**
- (B) **The Union shall be given the opportunity to provide input on whether a position formerly occupied by an incumbent should be filled and on what terms. The University shall take the Union's input into consideration before making a final decision. The Union will be provided with such notification within sixty (60) calendar days of the position becoming vacant. Upon the Union's request, the Union must notify the Employer in writing within five (5) business days of receiving the Employer's notification if they wish to meet to discuss the vacant position, upon receipt of such notification, the Employer shall meet with up to two (2) Union representatives to discuss the impact of the vacancy including:**
 - (i) Potential impact on the Department/Division;
 - (ii) Any reduction of hours to the existing position;
 - (iii) Assignment of any remaining duties should the position not be filled.

Should the parties agree, further meetings may be held to ensure any necessary clarification. The Employer shall take the Union's input into consideration before making any final decision. Within thirty (30) **calendar** days following the requested meeting, the Employer will advise the Union of its decision.

- 17.02 The Employer shall post notices of the position **internally** via email, with a copy to the Union Office and the Unit II Vice President, for one (1) week before advertising externally. **Internal applicants shall submit their resume with a cover letter to the Director of Human Resources within the one week posting period.** The Employer shall post notices within thirty (30) **business** days of the date the position became vacant. If the posting is to be deferred, the Employer shall inform the Union of its decision within the above-mentioned time frame.

Where a temporary vacancy exists, or Temporary staff are not fulfilling the full scope of the position, the Employee, Responsible Manager and Immediate Supervisor (where there is one) shall reprioritize the duties of the remaining Employee(s) concerned. If the decision is made not to fill the vacancy, or the vacancy is deferred to a later date, the Responsible Manager and Immediate Supervisor (where there is one) shall redistribute and prioritize the required duties with the remaining Employee(s) affected. Should the duties substantially increase the responsibilities of the Employee, the Employee may request a re-evaluation according to Article 23.

- 17.03 Upon the expiration of the normal one-week posting period referred to in Article 17.02, the Employer may advertise externally for potential candidates for the position. Advertising shall include the NSCAD University **web site**, and may include publications, which are pertinent to the area involved.
- 17.04 The Employer shall review and short-list applicants. This process shall take place in consultation with the Immediate Supervisor where there is one, of the area concerned. The Immediate Supervisor shall review the applications and shall forward a short-list to the Vice-President, Academic and Research **and** the Responsible Manager who shall review the short-listed applicants. When possible, this process shall take place in consultation with faculty, administrators and senior Employees in those areas, which in the Employer's judgment, are directly affected by the vacancy.
- 17.05 During the period of interviewing and selection, and before the Employer makes a final decision with respect to applications for a vacant position, the Director of Human Resources shall arrange for short-listed candidates to meet with the Vice-President, Academic and Research and/or the Responsible Manager and the Immediate Supervisor of the area concerned so that they may be introduced to the work location and specific job responsibilities. The Vice-President, Academic and Research and/or the Responsible Manager will consult with the Immediate Supervisor of the area concerned at the conclusion of the meeting.

In cases when a position becomes vacant in a situation in which the Immediate Supervisor does not work exclusively in the immediate work location of the vacant position, before the Employer makes a final decision with respect to an application, the Responsible Manager shall provide an opportunity for the Employees and faculty in those areas which, in **their** judgment, are directly affected by the vacancy to meet the short-listed candidates and to express their views concerning them.

- 17.06 (A) The Employer shall make appointments from within the ranks of its existing Employees on the basis of past satisfactory job performance when such Employees apply for a posted position, provided such Employees have the necessary skills, ability and knowledge as set out by the Employer in the notice of the position, and determined through the hiring process. If two or more existing Employees are found to be satisfactory candidates according to the foregoing criteria, seniority shall be the deciding factor.
- (B) The Employer may consider the appointment of an Employee who does not meet all of the requirements of a posted vacant position where the Employer determines that an internal applicant can meet the requirements as posted in the notice of the position in a period of time on the job that would not adversely affect the function

or service operations in the affected unit, and with the agreement of the Responsible Manager.

- 17.07 (A) If a vacancy is filled by an existing Employee, that Employee shall not go through a probationary period, but shall have a thirty (30) **business** day trial period during which there will be no loss of seniority, benefits or rights under this Agreement. If the Employee feels **they are** not capable of fulfilling the responsibilities of **their** new position or if it is determined by the Employer that an Employee is not performing satisfactorily during **their** trial period, the Employee shall be returned to **their** former position at **their** former rate of pay and without loss of seniority. It is understood that any other Employee hired, promoted or transferred because of any rearrangement of positions within the Bargaining Unit shall be returned to **their** former position (if any) at **their** former rate of pay and without loss of seniority.
- (B) An existing Employee who is promoted shall be placed on the salary scale in effect on the date that the promotion becomes effective as follows:
- (i) An Employee whose salary and step placement at **their** former position is below the floor of the new position, the Employee shall move to the floor of the new position.
 - (ii) An Employee whose salary and step placement is higher than the floor of the new position shall move to the next step in the new position which allows for an increase in salary.
- 17.08 Within ten (10) **business** days of the date of appointment to the new or vacant position, the **office of Human Resources shall communicate the name of the successful applicant in writing via e-mail and to the staff and faculty of the University.**
- 17.09 The Employer may suspend normal job posting procedures in order to consider the re-employment of an Employee who has been laid off under Article 21.
- 17.10 The Employer shall hire replacement staff when it considers there is a deficiency in staffing levels as determined by the Employer. In identifying such deficiency, **both the Employer and the Union shall bring any concerns of deficiency to the Union-Management Committee to review staffing levels of Unit II Employees and to consider case-by-case requests for changes in existing levels of staffing. When a staffing concern is brought to the Union-Management Committee, the Employer shall inform the Union of any decisions within thirty (30) business days.**
- 17.11 As of the date of signing of this Agreement, a copy of all future Unit II vacancies and Employee contracts shall be sent to the Vice-President of Unit II and the Union by electronic mail, normally within two (2) weeks of the hire.

ARTICLE 18 - RESIGNATION

- 18.01 A Full-Time Employee may resign voluntarily at any time on twenty (20) working days written notice.

ARTICLE 19 - RETIREMENT

- 19.01 Employees may retire on or after fifty-five (55) years of age, with appropriate notice to the Employer.
- 19.02 Subject to priorities and availability, the Employer may permit retired Employees to make reasonable use of University facilities. **The retired Employee shall request permission from the Vice-President, Academic and Research, explaining the purpose, procedure(s), duration, and material needs of their project, and demonstrate that they have liability insurance coverage for their activities on the University premises. The retired Employee may be required to pay a fee established by the University for use of common supplies stocked by the lab or studio to support the work of students, faculty, and staff in the area.**
- 19.03 Employees who work past age sixty-five (65) shall be eligible for benefits under Article 27 – Benefits.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

- 20.01 (A) The normal hours of work for Full-Time Employees shall be thirty-five (35) hours per work week, consisting of seven (7) hours per work day from Monday to Friday inclusive with an unpaid hour for lunch/meal to be scheduled where circumstances permit as close as possible to the middle of the work day. Each Employee shall be entitled to one fifteen (15) minute break in each half shift.
- (B) **Subject to operational necessity, the Employer will make every reasonable effort to adapt an Employee's work schedule to accommodate an Employee who is granted a teaching assignment in Extended Studies, an Individual Course Appointment or a Regular Part-Time Faculty appointment.**
- (C) Notwithstanding the foregoing, the Employee and **their** Immediate Supervisor may mutually agree to create a work schedule with longer days, providing:
- (i) that operational requirements are met;
 - (ii) the modified work schedule has the approval of the Responsible Manager;-and
 - (iii) the total **scheduled Technician** hours per week do not exceed thirty-five (35).
- 20.02 All Employees shall work hours consistent with their established schedules. Normally Employees' scheduled work hours shall remain the same for the duration of each semester. The Employer may change an Employee's established work schedule when operational requirements necessitate it, if one (1) month's notice is given to the Employee affected. Notwithstanding the foregoing, an Employee's regularly scheduled hours of work may be changed with less than one (1) month's notice when there is mutual agreement of the Employer and the Employee concerned.
- 20.03 Overtime means all work outside of the Employee's regularly scheduled work hours that is authorized in advance by the Responsible Manager and which is:
- (A) beyond thirty-five (35) hours per week, or
 - (B) beyond seven (7) hours per day, or beyond the maximum work day hours for specific work days which have been mutually agreed upon in accordance with Article 20.01, or

- (C) beyond five (5) days per week, or
 - (D) to be carried out on a University holiday as defined in Article 24.01.
- 20.04 The Employer agrees to give a minimum of one (1) hour's advance notice of overtime as circumstances permit and to allocate overtime work equitably among qualified Employees with preference given to the Employees who normally do the work required. Overtime will be requested and approved by the Responsible Manager or Immediate Supervisor (where there is one).
- 20.05 An Employee who is required to work overtime fifteen (15) minutes beyond **their** normal daily hours of work shall be compensated at the rate of time and one half (1 ½ times) **their** normal hourly rate of pay for all such overtime worked. In computing overtime compensation, a period of fifteen (15) minutes or less shall be counted and paid as one complete quarter hour. Overtime compensation shall be based on the rate of pay in effect at the time the overtime is worked. An Employee shall be paid double (2 times) **their** normal hourly rate of pay for all overtime worked on Sunday, or **their** second scheduled day of rest. The Employer shall not require an Employee to work an unreasonable amount of overtime against **their** wishes.
- 20.06 Employees will normally receive remuneration for overtime hours worked at the applicable rate. Taking into account the operational requirements of the University, the Employer may grant compensation for overtime hours worked in equivalent time off at the applicable rate. If time off is requested and granted, it shall be taken at a time mutually agreed upon between the Employee and the Employer. If a mutually agreed time cannot be determined within ten (10) days of the overtime worked, pay will be given. If pay is requested it shall be given within thirty (30) days of the date overtime was worked.
- 20.07 "Call-back" means all work hours that are discontinuous and apart from the Employee's scheduled work hours, are authorized by a Responsible Manager, are not scheduled in advance, and require the Employee to return to the work premises. An Employee who is "called back" to work shall receive a minimum of five (5) hours pay at **their** straight time rate for the period worked or the applicable overtime rate for the hours worked, whichever is greater plus return cab fare or **kilometrage** at the current University rate. In exceptional personal circumstances, an Employee may refuse such call-back work.
- 20.08 An Employee may make a request for reduced workload. Such requests shall be considered by the Employer on a case-by-case basis taking into account the operational requirements of the University. If the request is approved, the parties shall enter into a written reduced workload agreement, a copy of which shall be forwarded to the Union. It is understood that such reduced workload agreements may alter the benefit entitlements of the Employee concerned.
- 20.09 There shall be no pyramiding of wages or benefits under this Agreement.

ARTICLE 21 - RECURRENT SESSIONAL TEMPORARY LAYOFFS

- 21.01 An Employee may be laid off ("a suspension in active employment expected to be of less than four (4) months duration followed by recall") for a shortage of work due to summer program cancellation in the Employee's department.

- 21.02 When it appears that a layoff is probable, the Employer will advise the Union as soon as possible of this fact and will discuss the layoff with the Union with a view to minimizing the adverse effects of the decision to layoff.
- 21.03 Unless the Employer determines in consultation with the Union that a specific Employee lacks the skills necessary to perform the remaining work, the Employees shall be laid off in reverse order of seniority.
- 21.04 The Employer shall not lay off an Employee without having first given two (2) months' notice in writing.
- 21.05 When less notice in writing is given than provided in Article 21.04, the Employee shall continue to receive **their** pay for the number of days for which **they were** required to be in receipt of such notice.
- 21.06 Unless the Employer determines in consultation with the Union that special skills and qualifications are required for the available work, the Employees on layoff will be recalled in reverse order of layoff.
- 21.07 Notice of recall shall be given to an Employee personally or by registered mail **or by electronic mail to their address** on file with the Employer. It shall be a condition of possible future recall from layoff that all Employees keep the Employer informed of their current mailing address, **email address** and telephone number. An Employee entitled to recall must return to the service of the Employer within ten (10) **working** days of receipt of the notice of recall and failure to report within that time will result in loss of recall and seniority rights and **their** employment shall terminate.

ARTICLE 22 - TERMINATION DUE TO PROGRAM CHANGES OR FINANCIAL EXIGENCY

- 22.01 It is recognized that Employees may be terminated due to a permanent redundancy in their positions caused by program changes or financial exigency at the University. The University reserves the right to determine which positions within the University will be terminated due to permanent redundancy.
- 22.02 For the purpose of this Article:
- (A) "program change" means a significant and permanent change in an academic program offered by the University resulting in a permanent redundancy in the Bargaining Unit;
 - (B) "permanent redundancy" means that the functions of a position performed by a particular Employee are no longer required; and
 - (C) "financial exigency" means a financial condition which threatens the financial viability of the University, after efforts to alleviate such a financial condition by economies in the budget have been undertaken and after reasonable means of improving the University's revenues have been pursued.
- 22.03 When it appears that a termination under this Article is probable, the Employer will advise the Union as soon as possible of this fact and will discuss the termination with the Union with a view to minimizing the adverse effects of the decision to terminate.

- 22.04 The Employer shall not terminate an Employee without having first given notice in writing as follows:
- (A) two (2) months' notice if the period of employment in the bargaining unit is two (2) years or less; and
 - (B) five (5) additional days' notice for every year of employment in the bargaining unit in excess of two (2) years.
- 22.05 When less notice is given than provided in Article 22.04, the Employee shall continue to receive **their** pay and benefits for the number of days for which **they are** required to be in receipt of such notice.
- 22.06 An Employee terminated pursuant to this Article shall receive severance pay (in addition to the required notice or pay in lieu thereof specified in Articles 22.04 and 22.05 above) on the following basis: employees shall be entitled to three (3) weeks' pay per year of service to a maximum of thirty-three (33) weeks.
- 22.07 (A) An Employee who is terminated shall be entitled to exercise seniority to displace a more junior Employee, provided that, in the determination of the Employer, with reference to the Job Descriptions and in consultation with the Union, the Employee has the necessary qualifications for such position.
- (B) For a period of up to eighteen (18) months following termination pursuant to this Article, an Employee so terminated shall be kept on a re-employment list and shall be notified of all bargaining unit positions that become available during that period. The Employee, if qualified for such position, as determined by the Employer, with reference to the Job Descriptions and in consultation with the Union, shall be given the right of first refusal for such positions over other equally qualified applicants with less seniority who have or have not been terminated from the University pursuant to this Article.
- (C) Notification of all bargaining unit positions that become available shall be given to the Employee personally or by registered mail to **their** address on file with the Employer.
- (D) It shall be the responsibility of all Employees to keep the Employer informed of their current mailing address and telephone number.
- 22.08 An Employee who is on temporary layoff pursuant to Article 21 may become subject to this Article if during such layoff **their** position becomes permanently redundant pursuant to the provisions of this Article. In such event, only the provisions of Article 22.06 and 22.07 shall apply to such Employee.

ARTICLE 23 - JOB DESCRIPTIONS, EVALUATIONS, AND ASSIGNMENTS

- 23.01 Every **position in the Bargaining Unit** shall have a **job description that has been evaluated** using the **Job Evaluation System ratified by the Employer and the Union**.

The Job Evaluation System includes:

- (i) **The Job Evaluation Questionnaire;**
- (ii) **The Job Evaluation Manual; and**

(iii) **The Weighted Job Evaluation Factor Sheet (template only).**

The Job Evaluation Manual and Job Evaluation **Questionnaire** shall not be modified without mutual agreement of the Employer and the Union. Each position evaluation **will result in a point value**, which shall be used to **determine the salary group placement of the position. Position titles are set forth in Appendix H - Titles and Groups for Technical and Educational Resource Personnel.**

23.02 (A) Agreed job descriptions summarising the present duties and responsibilities of the **positions** covered by this Agreement are **referenced** in Article 42 – Job Descriptions. Existing Job Descriptions for positions and their evaluations will not be modified or eliminated without written consent of the Union and the Employer. However, changing **operational needs or** financial circumstances for the University may require modifications to positions and position descriptions in the future.

(B) Duties relating to an Employee's job description and group/rank may be assigned from time to time as may be necessary to the operation of NSCAD. Employees whose duties have changed shall be provided with necessary training.

(C) When substantial changes to job duties occur permanently, **the** Employee or **their** Immediate Supervisor may request a re-evaluation and review of **the position** through the Joint Evaluation Committee. Requests shall be assessed within sixty (60) **business** days of a written request to the Director of Human Resources.

23.03 Joint Evaluation Committee

(A) A Joint Evaluation Committee shall consist of two (2) Employees **selected by the Union, and** two (2) University employees selected by the Employer. The Joint Evaluation Committee shall use the Job Evaluation Manual, **completed Job Evaluation Questionnaire, job description** and Job Evaluation Factor Sheet with Weights in assessing all job positions. **The Joint Evaluation Committee can also interview incumbents, supervisors, and managers to better understand the roles and responsibility of the position.**

(B) The Joint Evaluation Committee shall choose one of the Employer representatives to act as a chairperson. The Chairperson shall have a vote.

(C) Decisions will be made by majority vote. Where the Joint Evaluation Committee is unable to render a majority decision, the matter will be referred to a mutually agreed third party whose decision shall be final. The third party shall be appointed within sixty (60) days of the date that the Joint Evaluation Committee is unable to render a majority decision.

(D) The Employer and the Union shall each pay one-half (1/2) the expenses of the third party.

23.04 Evaluations for New Positions

When a new position is to be established, the Employer shall submit the new full job description (which includes position summary, title, responsibilities and duties, qualifications and requirements, supervisory responsibilities, reporting line and contacts) to the Joint Evaluation Committee for assessment of points and pay rate. The Joint

Evaluation Committee shall meet within twenty (20) calendar days of receiving the new full job description to determine the assessment points total.

When time constraints prevent the Joint Evaluation Committee from establishing a rating for the position, the Employer shall determine a provisional rating for the position. The Joint Evaluation Committee will meet within sixty (60) days after posting the position to review the provisional rating. Should the review result in the position moving to a higher evaluation, the salary adjustment shall be retroactive to the date of hire in the new position. Should the review result in the position moving to a lower evaluation, Article 23.06 shall apply.

23.05 Assignment of Point Values to New Hires

All positions shall have assessment points evaluated independently of the incumbent. **In order to determine initial placement on the salary grid for new hires, the following terms shall apply:**

- (A) **The maximum initial grid placement shall be Step 3 of the position's designated pay group;**
- (B) **A copy of the rationale for determining the initial grid placement for each new hire shall be sent to the Union.**

23.06 Re-evaluation of Existing Positions

A request for review of a position may be initiated by:

- (A) the Employee, or
- (B) the Responsible Manager.

Such request shall be in writing and forwarded to the Director of Human Resources stating:

- (i) the position's title
- (ii) the Department
- (iii) the position's present evaluation
- (iv) the reason(s) why the present evaluation is considered to be incorrect.

Upon receipt of a request for Job Evaluation review and receipt of the completed Job Evaluation Questionnaire, the Director of Human Resources shall convene a meeting of the Joint Evaluation Committee. The Joint Evaluation Committee shall schedule an interview with the Employee and may interview **their** Immediate Supervisor. The Joint Evaluation Committee shall then meet and make a determination regarding the request within sixty (60) **business** days of receipt of such request.

Any salary adjustments resulting from the Job Evaluation of a position shall be retroactive to the date the completed job questionnaire is received by Human Resources.

Where, as a result of a job position evaluation, a position is given a lower assessment point total resulting in a lower rate of pay, the incumbent shall be identified as "red-circled" (that is, their current pay rate is frozen). Such identification shall continue until the position is vacated or until the maximum pay rate of the re-evaluated position, as revised from time to time, becomes greater than the "red-circled" pay rate of the Employee.

Employees identified as “red-circled” shall not receive **their step** increases but shall be entitled to receive one-half of any percentage increases to the salary scales.

If the **outcome of a Job Evaluation results in a reclassification to a different salary group**, the Employee affected shall be placed at the same step on the Salary grid in the new group.

The Joint Evaluation Committee shall not consider a request for review if:

- (a) A similar request for review from the same Employee was considered by the Committee within two (2) years **unless** substantial changes to the position duties **have been added since the last review; and**
- (b) The review involves a position, which has been restructured or reorganized less than three (3) months prior to the written request.

23.07 Temporary Assignments

Temporary Assignment is defined as the temporary posting of an Employee in this Unit to the position of another Employee who is a member of this Unit subject to the following conditions:

- (A) The posting will be short in duration, normally not longer than six (6) months;
- (B) An Employee will not be considered to be on Temporary Assignment while filling in for another Employee on vacation;
- (C) Compensation shall be as described in this Article;
- (D) The Employee has the right to return to **their** original position at the end of the assignment; and
- (E) An Employee shall normally be relieved of **their** normal duties.

When an Employee is temporarily assigned to perform in a position with a higher evaluation assessment point value and pay rate, **they** shall be paid for the entire period of the assignment at the rate of the higher pay rate, provided **they have** worked in the higher evaluation group for a period in excess of five (5) days. If the first step of the higher job position is equal to or less than the Employee’s previous rate, **they** shall be paid at a rate not less than ten (10) percent more than **their** previous rate.

When an Employee is temporarily assigned to perform work in a job position with a lower evaluation assessment point value and pay rate, **they** shall be paid at **their** regular pay rate.

23.08 Extended Assignment Outside the Bargaining Unit

Upon offer and acceptance, an Employee of this Unit may be assigned the duties of a person who is not a member of this Unit but is a member of the Union, in which case the duties, duration and compensation shall be the subject of negotiations between the Employer and the Union.

Upon offer and acceptance, an Employee of this Unit may be assigned the duties of a person who is excluded from the Union. In this instance, the duties, duration and compensation shall be the subject of negotiation between the Employer and the Employee, provided and the Employer shall notify the Union of its intention to commence negotiations with such

Employee. The Employee is entitled to have a representative of the Union available for the negotiations.

- (A) The assignment shall be defined as an "Extended Assignment Outside the Bargaining Unit";
- (B) Article 23.07 of this Agreement shall not apply;
- (C) The assignment shall not exceed one (1) year;
- (D) Other than terms relating to duties, classification and compensation, the provisions of the Collective Agreement apply to the Employee;
- (E) The Employee has the right to return to their original position at the end of the assignment;
- (F) For greater certainty, an Employee on Extended Assignment Outside the Bargaining Unit shall continue to accrue seniority at the normal rate.

23.09 Assignment of New Duties

The Employer shall train any Employee who is temporarily assigned duties, which such Employee has not previously performed.

The Employer recognizes that Temporary Assignments will have an impact upon staffing in an area or department. The Employer shall consult with the Immediate Supervisor of any area affected by a Temporary Assignment to determine the resulting impact on services and to determine if replacement staff, if any, is necessary.

ARTICLE 24 - HOLIDAYS

24.01 The following shall be paid holidays:

New Year's Day	Halifax Natal Day
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any days other than those listed above between December 20 and January 2 when the University is officially closed and any other day designated by the President as a general holiday throughout the University. **In addition, for those Employees wishing to observe a religious holiday not included in 24.01, the Employer both understands and is committed to fulfilling its obligations under the *Nova Scotia Human Rights Act* in regard to the duty to accommodate.**

24.02 If any of the foregoing holidays occurs during a weekend, the President of the University shall declare either the preceding Friday or the following Monday a holiday, in lieu thereof.

24.03 When a holiday falls within an Employee's vacation period, the holiday shall not be counted as part of the vacation but shall be added to the end of the Employee's vacation period, or credited to **their** vacation leave, as determined by the Employer.

24.04 When a holiday coincides with an Employee's day off, the Employer shall grant a holiday with pay on either:

- (A) the working day immediately following the Employee's last day off; or
 - (B) the day following the Employee's annual vacation; or
 - (C) another day mutually agreeable to the Employer and Employee.
- 24.05 When a holiday falls within a period when an Employee is on authorized sick leave or other authorized leave, as provided for in Article 28, a holiday is considered a holiday and no credit for any other type of leave will be given for that day. There shall be no pyramiding of any rates of pay or benefits under this Agreement.
- 24.06 (A) When an Employee is required to work on a holiday **they** shall be granted, in addition to **their** regular pay, two (2) days off in lieu of that day or be paid for the hours worked on the holiday at the rate of two (2) times **their** normal hourly rate of pay.
- (B) An Employee who works on Easter Sunday shall be paid in accordance with Article 24.06 (A).

ARTICLE 25 - VACATIONS

25.01 An Employee shall earn annual vacation leave with pay:

- (A) each vacation year during the Employee's first five (5) years of active service with the Employer at the rate of

$$\frac{\text{Total annual regular hours worked (excluding overtime)} \times 18 \text{ days}^*}{1820}$$
- (B) each vacation year after five (5) years of active service with the Employer at the rate of

$$\frac{\text{Total annual regular hours worked (excluding overtime)} \times 23 \text{ days}^*}{1820}$$
- (C) **each vacation year after ten (10) years of active service with the Employer at the rate of**

$$\frac{\text{Total annual regular hours worked (excluding overtime)} \times 25 \text{ days}^*}{1820}$$
- (D) each vacation year after fifteen (15) years of active service with the Employer at the rate of

$$\frac{\text{Total annual regular hours worked (excluding overtime)} \times 27 \text{ days}^*}{1820}$$
- (E) each vacation year after twenty (20) years of active service with the Employer at the rate of

$$\frac{\text{Total annual regular hours worked (excluding overtime)} \times 30 \text{ days}^*}{1820}$$

* these are full 7 hour working days

For the purpose of this Article, an Employee's years of service shall be computed by using the first (1st) day of the Employee's appointment.

- 25.02 Request for vacation periods must normally be given to the Employee's Immediate Supervisor by May 1st for vacations to be taken in June, July and August or one month before the vacation dates to be taken in other months. The Immediate Supervisor shall, in consultation with the Employee(s), prepare a proposed vacation schedule for the Employee(s).

The Employer will endeavour to schedule the vacation period in accordance with seniority and at a time that is suitable to the Employee. The requested vacation time may be rejected when the operational requirements do not permit. If a vacation request is refused, the Employer shall normally advise the Employee(s) of its decision within ten (10) days of receipt of the request.

Employees who work up to ninety percent (90%) of regular working hours are entitled to request and be granted vacation pay instead of scheduled time off.

Employees with more **than one (1) year** of active service are entitled to the scheduling of **at least** two (2) consecutive **calendar** weeks of vacation. Employees with more than eight (8) years of active service are entitled to the scheduling of three (3) consecutive **calendar** weeks of vacation.

- 25.03 The "Vacation Year" for the purposes of this Article, including the earning of vacation and the taking thereof, shall be from July 1 to the following June 30 inclusive.

Employees may use vacation credits during the vacation year in which they are earned or in the immediately following vacation year. Vacations and credits will not be carried over beyond the 12 months following the vacation year in which they are earned. In exceptional cases an Employee may request vacation time in advance of earning such vacation credits. The granting of such vacation time shall be at the sole discretion of the Employer and if granted shall be charged against the Employee's future vacation credits.

- 25.04 An Employee whose employment with the Employer ceases (e.g. Employee quits, dies, etc.) shall be compensated for vacation leave earned but not taken. An Employee whose employment with the Employer ceases **because they have quit or have been dismissed for cause** shall compensate the Employer for vacation leave taken but which **they** at the time had not earned. When an Employee, who has been granted more vacation with pay than **they have** earned, dies, the Employee will be considered to have earned the amount of leave with pay granted to **them**.

- 25.05 If during vacation, an Employee becomes ill, suffers accident or injury **and is unable** to work for a period of three (3) or more consecutive days and such illness, accident, or injury is supported by a medical certificate from a legally qualified medical practitioner, which is satisfactory to the Employer, the Employee may apply for and may be granted sick leave or short term disability, if the terms of the plan permit, and have **their** vacation credit restored to the extent of the period of the leave that occurs within the vacation period.

- 25.06 If during vacation, an Employee requires bereavement leave or court leave of three (3) or more consecutive days, the Employee shall be granted, upon written application, the required leave and **their** vacation credit restored to the extent of the period of the leave that occurs within the vacation period. In cases of court leave, the Employee will supply appropriate supporting documentation.

ARTICLE 26 - SICK LEAVE

- 26.01 Sick Leave is available to provide protection for an Employee from loss of earnings due to casual illness or injury. Sick leave with pay will be granted in accordance with Article 26.07 during periods when an Employee is absent from work due to casual illness or injury.
- 26.02 In all cases of absence due to illness or injury, it is the responsibility of the Employee to notify **their** Immediate Supervisor, when possible, prior to the commencement of the Employee's normal starting time, but in any case, no later than one hour after that time.
- 26.03 In special cases the Employer may require an Employee to submit medical documentation in support of a claim for sick leave.
- 26.04 An Employee or a potential Employee may be required to undergo, **without cost**, medical examination(s) by a physician chosen by the Employee in the following instances:
- (A) when it is considered by the Employer that an Employee is unable to satisfactorily perform **their** duties due to disability or illness; or
 - (B) in support of an application for insurance under one or more of the insurance plans of the University; or
 - (C) in support of a claim for disability under one or more of the salary continuance plans of the University (disability insurance).
- Documentation of such physical examinations shall be provided in a form satisfactory to the Employer.
- 26.05 Any requests for medical information provided pursuant to this Article shall be limited to the specific condition causing the absence and shall be forwarded by the Employee directly to the Director of Human Resources. The Employer recognizes it has a responsibility to treat this information in the strictest confidence. The Employer agrees to restrict the access to this information to those management personnel who are directly involved in the administration of its benefit plans. All clerical work related to confidential medical documentation will be performed by the Director of Human Resources. Upon written request and on reasonable notice the Employer shall advise the Union of the names of the management personnel directly involved in the administration of its benefit plans.
- 26.06 Sick leave shall not apply when an Employee is already on a leave of absence, including vacation (except as provided in Article 25.05), maternity leave, or any other leaves specified in this Agreement.
- 26.07 (A) An Employee shall be entitled to sick leave at the rate of one and one-quarter (1.25 times) days of sick leave per month of employment to a maximum of fifteen (15) days per year to cover casual illness or injury. An Employee's unused annual sick leave entitlement may be carried over year-to-year to a maximum of ten (10) days;
- (B) Absences for casual illness of more than fifteen (15) days annually or more than twenty-five (25) days where sick leave has been carried over in accordance with Article 26.07 (A), must either be taken as unpaid leave or as a charge against accumulated vacation credits;
- (C) Employees absent because of illness or injury shall submit, at the first opportunity, a completed Staff **Leave** Form for sick leave to the Director of Human Resources; and

- (D) Employees who suffer illness of more than ten (10) consecutive days duration, serious injury, or hospitalization shall be covered from the first day of such illness, injury or hospitalization by the University's Short and Long Term disability plans in accordance with the terms and conditions of such plans.

ARTICLE 27 - BENEFIT PLANS

27.01 For the purpose of this Article, the Benefit Plans refer to the following:

Pension
Life Insurance/Accidental Death and Dismemberment
Short Term Disability
Long Term Disability
Medical
Dental
EFAP
Travel Insurance
Supplemental Employment Insurance for Pregnancy and Adoptive Parental Leave

- 27.02 (A) The Employer shall continue the existing arrangements for insured benefit plans, with the following exception:

Drug – co-pay	\$3.00
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Eligibility for participation in benefit plans shall be in accordance with the terms and conditions of those plans.

- (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
Accidental Death and Dismemberment	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	\$3.00, ceasing at age 70
Dental	Co-insurance 100% – Basic No deductible Major – 70% Ceasing at age 70
Travel Coverage	Out of country coverage, ceasing at age 70

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

27.03 The Union shall continue to have the right to appoint two representatives to be members of the Joint Benefits Committee.

- 27.04 The Director of Human Resources shall maintain information on benefit plans and employment practices, which shall be provided to each new Employee and to other Employees upon request.
- 27.05 Employees shall be eligible to participate in Canada Savings Bonds and the Registered Retirement Savings Plans as presently established by the Employer through payroll deductions.
- 27.06 Additional Life Insurance will be made available to Employees who wish to participate at their own total expense and subject to the terms and conditions of the plans currently available through the Employer.
- 27.07 (A) Notwithstanding Articles 27.01 and 27.02, 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 six percent (6%) of **their** annual salary. An Employee may make additional contributions into the Pension Plan up to the limit allowed by Canada Revenue Agency.
- (B) Canada Revenue Agency rules govern and may limit the Employee's ability to contribute to pension based on the Employee's age.

ARTICLE 28 - LEAVES OF ABSENCE

- 28.01 All requests for leaves of absence under this Article shall be made with as much notice as circumstances allow. All leave requests shall normally be authorized in advance of the anticipated absence, failing which an Employee shall be considered absent without permission. In cases of Bereavement Leave or Court Leave, when circumstances do not allow for advance notice, an Employee shall request authorization at the earliest time possible.

Requests for leaves are to be made on the Staff Report Form and records of leaves granted shall be kept in the Employee's Official Personal File.

28.02 Family Bereavement Leave

- (A) When there is a death of a family member of an Employee or **their** spouse, the Employee concerned shall be entitled to up to five (5) days of Bereavement Leave with full salary and benefits. The Employee shall notify **their** Immediate Supervisor that such leave is required. **For the purposes of this article** the term "family member" means children, parents, siblings, grandparents, and grandchildren.
- (B) In cases where extraordinary circumstances prevail, the Employer may, in its sole discretion, grant additional leave with or without pay for bereavement or compassionate reasons.

28.03 Compassionate Care Leave

- (A) An Employee who has been employed for a period of at least three months **is entitled to an unpaid leave of absence of up to twenty-eight (28) weeks** to provide care or support to a family member of the Employee if a legally qualified

medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six weeks **from:**

- (i) **the day the certificate is issued; or**
 - (ii) **where the leave was begun before the certificate was issued, the day the leave was begun.**
- (B) **An Employee who qualifies for Compassionate Care Leave shall take up to twenty-eight (28) weeks of leave in periods not less than one (1) week in duration and within fifty-two (52) weeks from the first week of the leave.**
- (C) **An Employee taking Compassionate Care Leave shall give written notice to the Employer as soon as possible of the date when the leave will commence. Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate referred to in Clause 28.03(A).**

28.04 Critically Ill Child Care Leave

- (A) **An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to thirty-seven (37) weeks to provide care or support to a critically ill child, if a legally qualified medical practitioner issues a certificate:**
- (i) **stating that the child is a critically ill child and requires the care and support of the Employee; and**
 - (ii) **setting out the period during which the child requires the care or support.**
- (B) **An Employee shall provide written notice to the Employer as soon as possible of any intention to take critically ill childcare leave, which shall include a written plan indicating the weeks in which the Employee will take the leave.**
- (C) **Where an Employee must begin critically ill childcare leave before providing written notice to the Employer, the Employee shall provide written notice as soon as possible.**
- (D) **Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate referred to in Clause 28.04(A).**
- (E) **An Employee who qualifies for critically ill child care Leave shall take the leave in periods not less than one (1) week in duration and within fifty-two (52) weeks from the first week of the leave. The medical certificate shall state the duration of the Employee's leave, up to a maximum of thirty-seven (37) weeks within a fifty-two (52) week time frame.**
- (F) **Where an Employee requires further leave, an additional medical certificate must be issued by a legally qualified medical practitioner and provided to the Employer. The total combined leaves of these certificates must not exceed thirty-seven (37) weeks within a fifty-two (52) week time frame.**
- (G) **Where an Employee stops providing care to the critically ill child, the leave ends the week in which the Employee stops providing such care.**

- (H) Where an Employee chooses to return to work prior to the end of the leave period, the Employee shall provide the Employer at least fourteen (14) days written notice.

28.05 Critically Ill Adult Care Leave

- (A) An Employee who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence of up to sixteen (16) weeks to provide care or support to a critically ill adult who is a family member of the Employee, if a legally qualified medical practitioner issues a certificate:
 - (i) stating that the adult is a critically ill adult and requires the care and support of the Employee; and
 - (ii) setting out the period during which the adult requires the care or support.
- (B) An Employee shall provide written notice to the Employer as soon as possible of any intention to take critically ill adult care leave, which shall include a written plan indicating the weeks in which the Employee will take the leave.
- (C) Where an Employee must begin critically ill adult care leave before providing written notice to the Employer, the Employee shall provide written notice as soon as possible.
- (D) Where requested in writing by the Employer, the Employee must provide the Employer with a copy of the certificate referred to in Clause 23.05(A).
- (E) An Employee who qualifies for critically ill adult care leave shall take the leave in periods not less than one (1) week in duration and within fifty-two (52) weeks from the first week of the leave. The medical certificate shall state the duration of the Employee's leave, up to a maximum of sixteen (16) weeks within a fifty-two (52) week time frame.
- (F) Where an Employee requires further leave, an additional medical certificate must be issued by a legally qualified medical practitioner and provided to the Employer. The total combined leaves of these certificates must not exceed sixteen (16) weeks within a fifty-two (52) week time frame.
- (G) Where an Employee stops providing care to the critically ill adult, the leave ends the week in which the Employee stops providing such care.
- (H) Where an Employee chooses to return to work prior to the end of the leave period, the Employee shall provide the Employer at least fourteen (14) days written notice.

28.06 Paid Leave for Compassionate Care, Critically Ill Child Care, and Critically Ill Adult Care Leave

- (A) When an Employee's family circumstances necessitate Compassionate Care Leave, Critically Ill Child Care Leave, or Critically Ill Adult Care Leave, the Employee concerned may arrange, with the approval of the Employer, for up to five (5) days of paid leave with full salary and benefits if a family member is

affected. The term “family member” means spouse, children, parents, siblings, grandparents, and grandchildren.

- (B) An extension of paid leave referred to in 28.06(A) may be arranged with the approval of the Vice-President, Academic and Research.

28.07 Special Leaves

Extended special leaves with or without pay may be granted by the Employer upon terms and conditions prescribed by the Employer. The Employee shall normally give at least three (3) months written notice in requesting a special leave. A special leave shall normally not exceed one year in duration.

28.08 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.

28.09 Court Leave

Employees shall be entitled to leave of absence with **full salary and benefits** if subpoenaed to attend court as a witness or as a juror.

28.10 Family Leave

Family Leave consists of a combination of Pregnancy Leave and Parental Leave. Employees are entitled to Pregnancy Leave and Parental Leave in accordance with the Nova Scotia Labour Standards Code.

28.11 Pregnancy Leave

- (A) A pregnant Employee is entitled to a leave of absence of up to seventeen (17) weeks upon:
- (i) giving the Employer written notice of the date that the Employee will begin the pregnancy leave and the date the Employee will return to work; and
 - (ii) providing to the Employer a certificate of a legally qualified medical practitioner stating that the Employee is pregnant and specifying the expected date of delivery.
- (B) Pregnancy leave begins on such date, not sooner than sixteen (16) weeks preceding the expected date of delivery, as the Employee determines, and not later than the date of delivery.
- (C) Pregnancy leave ends on such date
- (i) not sooner than one (1) week after the date of delivery; and
 - (ii) not later than seventeen (17) weeks after the pregnancy leave began.
- (D) Where duties of **their** position cannot reasonably be performed by the 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.

- (E) **An Employee who experiences illness or injury during their pregnancy is entitled to sick leave, pursuant to Clause 28.01, at any time during their pregnancy up to the date of delivery.**
- (F) The Employee shall advise **the Employer** that **they are** 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.
- (G) 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 seventeen (17) weeks during the Employee's pregnancy leave.
- (H) Before proceeding on pregnancy leave, each Employee claiming benefits shall sign an undertaking on the **prescribed form that they** will return to work at the end of their pregnancy leave, or any authorized extension thereof, and remain in the NSCAD University's employ for a period of at least seventeen (17) weeks thereafter.
- (I) When the Employee reports for work upon the expiration of the period of **pregnancy** leave, **they** shall resume work in the same position or, if the position has been eliminated, a comparable position to that which they 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.
- (J) Where there is a newborn child and there is continuous hospitalization or death of the mother who is the spouse of an Employee of the University, a period of leave up to seventeen (17) weeks shall be available to the Employee under the provisions of the pregnancy leave clause **28.11**.

28.12 **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.

28.13 **Parental Leave**

- (A) **An Employee who** 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,
- is entitled to an unpaid leave of absence, of up to seventy-eight (78) weeks upon giving the Employer written notice of the date that the Employee will begin the leave and the date that the Employee will return to work.**

- (B) The Employee shall provide **the Employer**:

- (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 **parental** leave will begin and end.
- (C) Where an Employee takes pregnancy leave pursuant to Article **28.11** 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 **sixty-one (61)** weeks after the parental leave began, as determined by the Employee.
- (D) Where Article **28.12** (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 **seventy-seven (77)** weeks after **the child or children first arrive in the Employee's home**.
- (E) **The maximum combined pregnancy leave and parental leave to which an Employee is entitled is seventy-eight (78) weeks.**
- (F) Where an Employee has begun parental leave pursuant to Article **28.12** (A) and the child **or children** 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.
- (G) The Employee shall advise the **Employer** that **they are** 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 **they** will begin parental leave; and
 - (ii) the date **they** 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 Article **28.12** (E).
- (H) When the Employee reports for work upon the expiration of the period of parental leave, **they** shall resume work in the same position or, if the position has been eliminated, a comparable position to that which **they** 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.
- (I) **Subject to the terms 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 twelve (12) weeks during the Employee's parental leave.**

28.14 Voting Leave

In the event of an election, national or provincial plebiscite, or national or provincial referendum, all Employees who are electors and whose employment hours do not allow them three (3) consecutive hours of their own time for voting shall be allowed such additional time with pay from required employment hours as may be necessary to provide the three (3) consecutive hours. Such additional time for voting shall be granted to the Employee at the time of day that, in the judgment of the Immediate Supervisor, best accommodates the Employee's duties.

28.15 Domestic Violence Leave

- (A) **An Employee, who has been employed by the Employer for a period of at least three (3) months is entitled to an unpaid leave of absence if the Employee or an under-aged child of the Employee experiences domestic violence and the leave of absence is taken:**
 - (i) **to seek medical attention for the Employee or the child of the Employee for a physical or psychological injury or disability caused by the domestic violence;**
 - (ii) **to obtain services for the Employee or the child of the Employee from a victim services organization, an employee of a transition house or a person employed by the Department of Justice, a municipal police department or the Royal Canadian Mounted Police who provides victim services;**
 - (iii) **to obtain psychological or other counselling from a qualified person for the Employee or the child of the Employee;**
 - (iv) **to relocate temporarily or permanently;**
 - (v) **to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence; or**

- (vi) for a purpose prescribed by the regulations of the Labour Standards Code.
- (B) An Employee is entitled to take, in each calendar year, Domestic Violence Leave for
 - (i) up to ten (10) days, which the Employee may take intermittently or in one (1) continuous period; and
 - (ii) up to sixteen (16) weeks in one continuous period.

An Employee shall not be precluded from taking Domestic Violence Leave to which they are entitled to, at any time, irrespective of when the domestic violence occurred.
- (C) An Employee shall advise the Employer as soon as possible of their intention to take Domestic Violence Leave, and the anticipated start and end dates of the leave.
- (D) Where an Employee takes any part of a day as Domestic Violence Leave, the Employer:
 - (i) May count that day as one (1) day of leave; and
 - (ii) Shall pay the Employee for the part of the day worked.
- (E) Where an Employee takes Domestic Violence Leave of up to ten (10) days intermittently or in one (1) continuous period, the Employee may end this leave early by giving as much notice to the Employer as reasonably practicable of the intention to end the leave.
- (F) Unless the Employee and the Employer agree otherwise, where an Employee take Domestic Violence Leave of up to sixteen (16) weeks in one continuous period, the Employee shall provide the Employer written notice of:
 - (i) at least fourteen (14) days before the Employee wishes to end the leave early; or
 - (ii) as is reasonably practicable if there are fewer than fourteen (14) days remaining in the leave period.
- (G) The Employer shall provide full salary and benefits for up to three (3) days of Domestic Violence Leave, per calendar year.

28.16 Day Leave

Time off for medical or dental appointments, family or medical emergencies, storms, unexpected school closings or other personal emergencies may be granted by the Employer. Employees are expected to inform their Immediate Supervisors or Responsible Managers as soon as possible that an absence is necessary. Provided such absences are of short duration, normally part of a working day but not in excess of one (1) working day and infrequent in nature, Employees will not lose pay as a result of such absence.

28.17 Moving Day

When an Employee, who has worked at the University for at least one year, physically moves **their** household to a new residence, one moving day with full salary and benefits shall be granted.

28.18 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 the required premiums and make arrangements for payment in advance of commencing the period of leave. The Employer must provide ten (10) days written notice before the option to keep up Employee benefits is no longer in effect.

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.

28.19 Seniority - Leaves of Absence

An Employee on a paid leave of absence, unpaid parental leave, or unpaid professional development leave shall continue to accrue seniority.

28.20 Other Leaves

For Professional Development Leaves see Articles **29.07 Professional Development Leave, **29.08 Training Leave** and **29.10 On-the-Job Study Leave**.**

ARTICLE 29 - PROFESSIONAL DEVELOPMENT AND TECHNOLOGICAL CHANGE

29.01 The University recognizes that continued professional development of Employees is important to the effectiveness of Employees and beneficial to the University. Professional Development may be a wide variety of specialized training, formal education, or advanced professional learning intended to help educators improve their professional knowledge, competence, skill, and effectiveness. Some examples of Professional Development are as follows:

- Training or mentoring in specialized techniques that can be used in many different subject areas, such as differentiated instruction (varying techniques based on student learning needs and interests).**
- Earning certification in a particular skilled approach or program, usually from a university or other credentialing organization, such as technical programs that culminate in students earning an industry-specific certification.**
- Developing technical, quantitative, and analytical skills that can improve the functioning of a program area.**

- **Learning new technical skills, such as how to use interactive whiteboards or course-management systems in ways that can improve effectiveness, safety, student skills' acquisition, student performance.**

29.02 Professional Development Allowance

- (A) Eligible expenses under this Program shall be:
- (i) Equipment and/or materials related to employment or College Curriculum;
 - (ii) Travel to a professionally related conference or seminar;
 - (iii) Books, magazines, computer software, scholarly journals, and technical materials or publications; or
 - (iv) Professional memberships and course fees.
- (B) **Requests for reimbursement must be pre-approved by the Vice President, Academic and Research and should include a statement indicating how the courses, materials, or equipment contribute to the Employee's professional development and/or their service to the University.**
- Notwithstanding Article 29.02(D) the eligibility of claims for reimbursement under this clause shall be at the discretion of the Employer and shall be neither grievable nor arbitrable.**
- (C) Employees who work a minimum of nine (9) months per year, and twenty-five (25) hours per week will receive a full year of Professional Development Allowance (PDA).
- (D) Each Employee shall be entitled to be reimbursed for up to the maximum PDA of pre-approved receipted expenditures per year (**April 1 to March 31**) for eligible expenses where:
- PDA: \$1,785 (one thousand seven hundred and eighty-five dollars)**
- (E) Regular Part-Time Employees who work less than a minimum of twenty-five (25) hours per week, nine (9) months per year, will have their Professional Development Allowance calculated on a pro-rated basis.
- Hours worked per annum x annual maximum benefit = individual benefits divided by 1820*
- * (1820 is the number of hours normally worked by a Full-time Employee in a twelve (12) month period)
- The twelve (12) month period of calculation for the maximum or pro-rated Professional Development Allowance begins **April 1 and ends March 31** of each year.
- (F) **If the Employer requests additional information regarding the Employee's PDA claim, this request shall be communicated to the Employee's NSCAD email address within two (2) weeks of the date of this communication to provide additional material to the Office of the Vice President, Academic and Research in support of their claim.**

- (G) **If the Employer denies an Employee's request for PDA, the Employer shall provide, within two (2) weeks of the Employee's last submission of information regarding the PDA request, a written explanation of why the claim was disqualified.**
- (H) **NSCAD is obligated to follow Canada Revenue Agency policy as it pertains to Employee taxable benefits. Purchases of software, hardware or equipment will be taxable in accordance with the legislation.**

29.03 In order to facilitate the processing of claims, Employees should collect receipts so that a single benefit request will total no less than one hundred dollars (\$100.00). A cheque for the benefit will be issued to the Employee by the Office of Finance and Administration. All cheques for benefits will be processed in accordance with the normal Office of Finance and Administration schedule for cheque preparations.

29.04 Course Fee Reduction

- (A) Employees, spouses and dependents in the immediate family of Employees may enroll in credit or non-credit courses at the University at one-half the usual tuition fee (studio fees and other fees are to be paid in full) and may audit classes offered by the University without credit and without charge. All audits are subject to the permission of the instructor(s), when space is available after all paying students have had an opportunity to enroll.
- (B) Employees shall be entitled to a reduction of one hundred percent (100%) in tuition for credit courses, subject to the following:
 - (i) the Employee must register for the course during the second week of the semester in which the course is offered; the course must then have a seat available for that Employee;
 - (ii) the course meeting times may not conflict with the previously established work hours for that Employee; and
 - (iii) registration forms must be signed by the Vice-President, Academic & Research prior to registration.
- (C) **Employees who work less than twenty-five (25) hours per week will have their tuition fee allowance calculated on a pro-rated basis.**

29.05 Employer Initiated Professional Development

- (A) Where the Employer requests that an Employee participate in a professional development activity, the Employer shall pay tuition costs and other related expenses associated with the activity. The Employee shall not suffer any loss of pay or benefits as per Article 27, and shall not be required to use their Professional Development Allowance **for such purposes**.
- (B) When the activity initiated by the Employer as per Article 29.07 takes place at a location other than the Campus of the Nova Scotia College of Art and Design, the Employer shall reimburse the Employee for travel, meals and accommodation expenses as per standard University practices at standard University rates.
- (C) Professional Development activity initiated by the Employer shall normally take place during work hours. When the activity takes place outside the Employee's

normal hours of work, equal time off will be arranged with the Employee's Immediate Supervisor to ensure minimal disruption of service.

29.06 Employee Initiated Professional Development

An Employee may request that **they** participate in a professional development activity. Such requests shall be considered on a case-by-case basis.

29.07 Professional Development Leave

- (A) The Employer supports the concept of professional development for the purposes of enabling Employees to upgrade their job-related skills and knowledge.
- (B) The Employer will consider, on a case-by-case basis, applications for Professional Development Leave with or without pay for periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable an Employee to meet the requirements of **their** current position or to undertake studies in another area which may be beneficial to the University.
 - (i) Written application for Professional Development Leave shall be submitted to the Vice-President, Academic and Research three (3) months prior to the commencement of the leave, with a copy to the Union.
 - (ii) Employees granted Leave under this Article shall suffer no loss of seniority and upon return to the University, shall return to their former position.
 - (iii) The University shall maintain coverage for its share of the Employee's benefits according to the terms and conditions of those plans while Employees are on Professional Development Leave.
 - (iv) The decision of the Employer regarding an application for Professional Development Leave shall be neither grievable nor arbitrable.

29.08 Training Leave

In exceptional circumstances where there has been a significant change in work methods or the introduction of new equipment, the Employer will consider on request of the Immediate Supervisor, relief from normal duties in order to obtain training in the use of new methods or equipment. The Training Leave must be scheduled so that operational requirements of the area are met.

29.09 Technological Change

- (A) For purposes of this Article "Technological Change" is defined as a significant change in equipment, materials or processes to an area or facility which would alter in a substantive way the working conditions, duties, and/or responsibilities of an Employee working in that area or facility.
- (B) The Employer agrees to provide as much advance notice as is reasonably practicable, but not less than three (3) months notice, to the Union of a technological change in equipment or methods which would result in a change in employment status or a significant change in working conditions of Employees as provided for in this Agreement. In addition, the Employer agrees to meet with the

Union with the view to discussing problems which might arise as a result of the introduction of such Technological Change.

- (C) In the event of Technological Change or other change causing **potential** job elimination, **downgrading, or reduction in hours**, the Employer will seek ways and means, including training, of minimizing adverse effects on Employees which might result from such change.
- (D) The parties acknowledge that Technological Change may result in a reclassification of existing jobs.

29.10 On the Job Study Leave

Each Full-Time or Part-Time or Recurrent Sessional Employee who works a minimum of twenty-five (25) hours per week and nine (9) months per year shall have one (1) day per semester worked of on-the-job study time to be scheduled in consultation with **their** Immediate Supervisor. The purpose of this scheduled on-the-job study period is to allow uninterrupted time for each Employee to learn new technologies and to do research relevant to **their** position. The Employee shall submit a plan of study to **their** Immediate Supervisor. The Immediate Supervisor shall schedule the study leave time and arrange for normal work duties to be rescheduled. Each study period shall be concluded with a report and presentation of research material to relevant staff members.

ARTICLE 30 - PROTECTIVE APPARATUS

- 30.01 Where protective clothing or equipment are required, the Employer will provide Employees with the necessary items at no cost to the Employee. Where there is a dispute on the need for protective clothing or equipment, the matter shall be referred to the Health and Safety Committee.
- 30.02 Where safety boots are required the Employees affected shall be reimbursed for the cost of the safety boots to a maximum value of two hundred and twenty dollars (\$220.00) every two (2) years upon presentation of a receipt of purchase. Such safety boots must be worn during working hours in the work location.

ARTICLE 31 - HEALTH AND SAFETY

- 31.01 (A) The Employer and the Union agree to continue to support the existing **Joint Occupational** Health and Safety Committee at the University, and the Employer agrees to take the appropriate steps to maintain a safe and healthy working environment at the University.
 - (B) The Employer supports the concept of a workplace free from discrimination, harassment and bullying, **and retaliation**. To further support these principles and to encourage a productive workplace, Article 47 - Unit II Supervision shall be distributed to all Unit II Immediate Supervisors, Responsible Managers and Employees by September 30 of each year and **at least two weeks** prior to the yearly Unit II Supervisors' Orientation.
- 31.02 Accommodation for Disability

The Employer is committed and understands its obligations under the *Nova Scotia Human Rights Act* in regard to the duty to accommodate. Employees who have a disability may request accommodation or re-assignment by forwarding a written request to the Vice-President, Academic and Research or the Director of Human Resources (with a copy to the Employee's Immediate Supervisor) along with the certificate from a duly qualified medical practitioner certifying that the Employee requires accommodation or re-assignment. Upon receipt of the request, the Employer, **as per the *Nova Scotia Human Rights Act*** will make reasonable efforts to **accommodate** the Employee **based on the limitations or restrictions of their specific disability. The Employer will first attempt to accommodate the Employee within their** Department, or another Department included in the Bargaining Unit. **Failing this, the Employer will explore accommodation within the University.** Factors to be considered include the type of work performed, the interchangeability of job duties, the financial ability to accommodate, the impact of the Collective Agreement and the impact on employee morale.

- 31.03 (A) The Employer agrees to provide each Employee with **a St. John Ambulance Standard** First Aid Training course within **their** probationary period.
- (B) The Employer agrees to provide WHMIS training for all Employees **within their initial probationary period and thereafter when required**, where their work involves working with potentially hazardous materials.
- (C) The Employer agrees to provide a refresher St. John Ambulance **Standard** First Aid Training **recertification** course commencing on the third anniversary of the initial course and each three years thereafter.
- (D) The Employer will make every reasonable effort to provide student assistants with an initial St. John Ambulance **Standard** First Aid Training course and with WHMIS training, **when it is deemed the student is working in a high risk area.**
- (E) **Both parties accept a mutual responsibility in maintaining up-to-date safety training certification. The Employer will provide safety training as required and maintain records. Employees are responsible for confirming with their Immediate Supervisor when they require safety training or when their certification has expired.**
- 31.04 The Employer agrees to provide and maintain first aid kits in each area in which Employees work. It shall be the responsibility of Employees to **notify their Immediate Supervisor or the Director, Facilities Management that** specific hazards require special equipment. In areas where specific hazards may warrant special equipment (e.g., chemical blankets, eye-wash stations, fume hoods, et cetera) the Employer shall ensure that these items are present and maintained in good working order. If there is no resolution the Employee shall **report the** matter to the **Joint** Occupational Health and Safety Committee.
- 31.05 The Employer shall provide emergency shower stations at every campus location.

31.06 The Employer shall ensure that new Employees are introduced to the current NSCAD Health and Safety policy and that current Employees are apprised of the existing NSCAD Health and Safety policy and any changes made to said policy. The Human Resources Office shall ensure that each Employee receives an up-to-date copy of the NSCAD Health and Safety Policy.

31.07 Occupational Health and Safety Act

- (A) The Employer agrees to be bound by the provisions of the *Occupational Health and Safety Act*, S.N.S. 1996, c7, together with any regulations or amendments thereto.
- (B) An Employee may refuse to do any act at the Employee's place of employment if such Employee has reasonable grounds to believe that such act is likely to endanger the Employee's health or safety (unless the danger is inherent in the work of the Employee) or the health or safety of any other person.
- (C) An Employee who exercises the right to refuse shall immediately report such refusal to their Immediate Supervisor and provide a written incident report **to NSCAD's Joint Occupational Health and Safety Committee** in accordance with NSCAD's Health and Safety Policy requirements.
- (D) An Employee who **exercises their right to refuse may be reassigned to other tasks for which the Employee** is qualified.
- (E) The Employer shall not take or threaten to take disciplinary or other action against an Employee because of that Employee's assertion of rights pursuant to this Article or pursuant to the *Occupational Health and Safety Act*.
- (F) In consultation with the **Director, Facilities Management and pursuant to the *Occupational Health and Safety Act***, an Employee shall have the right to shut down areas or processes related to **their** work area, where there is likely to be harm to individuals or damage to University property, equipment or materials. This may include times when the Employee is absent from the work area.

31.08 The Employer agrees to post all full minutes of the Joint Occupational Health and Safety Committee on the NSCAD University **website**.

ARTICLE 32 - COPYRIGHTS AND PATENTS

32.01 The Employer waives all right (including copyright), title to and interest in any of the work, intellectual property, products, techniques or inventions created by its Employees, save:

- (A) Any right, title to and interest in the work, intellectual property, product, technique or invention which is contractually conveyed by the Employee to the University; or
- (B) The non-exclusive, royalty-free, irrevocable, indivisible and non-transferable right to use for institutional purposes the product, technique or invention created during and as part of the Employee's regular employment at the University.

- 32.02 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.
- 32.03 The Employer shall not record, in writing or by tape recording, the lecture(s), orientation(s), or demonstration(s) of any Employee without 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 is vested in the Employee.

ARTICLE 33 - SEXUAL HARASSMENT

- 33.01 The Employer and Union are committed to a working and learning environment that is free of sexual harassment. Both the Employer and the Union understand and are committed to fulfilling their obligations under the *Nova Scotia Human Rights Act*.

ARTICLE 34 - RIGHTS, DUTIES AND RESPONSIBILITIES

- 34.01 It is recognized that Technical and Educational Resource Personnel play an important role in the delivery of the educational programs and services of the University.
- 34.02 Employees assist faculty, students, and staff in the use of the specialized facilities in which they work. Employees are responsible for the maintenance and security of, and instruct in the use of specialized equipment, facilities, and technology. As part of their duties, Employees provide assistance, advice, guidance, and information concerning the use of the resources within their areas. Employees may also contribute to the general functioning of the University through service on committees.
- 34.03 While Employees have the freedom to select, present, and discuss material needed to allow individuals to make informed and responsible use of areas and facilities and related techniques, the Employee's right to this freedom carries with it the duty to carry out this work in a professional and ethical manner.
- 34.04 The Employer recognizes that Employees have a right to pursue professional art and design activities outside of normal work hours without being subject to prescribed doctrine and institutional censorship **and that this activity contributes to the Employee's professional development**. It is understood that any such work produced in University technical facilities shall **be undertaken in consultation with the Employee's Immediate Supervisor, with notice to the Vice President, Academic and Research. Such work shall** not interfere with the normal use of such facilities by other members of the University community and that Employees shall be respectful of the rights and duties of other members of the University community in the production of such individual work. **The Employee may be required to pay a posted fee established by the university, for this use of common supplies stocked by the lab or studio to support the work of students, faculty, and staff in the area. Some activities may not be covered by the University's insurance coverage. In such cases, the Employee must provide to the Vice President, Academic and Research proof of personal liability insurance coverage.**
- 34.05 It is recognized that Employees may express opinions including criticism of the University provided that in doing so the Employee shall show respect for the opinion of others, the Employee shall have due regard for the best interests of the University, the Employee shall

make every effort to indicate that **they are** not acting as a spokesperson for the University, and such expression shall not interfere with the duties and responsibilities of the Employee under this Agreement and with the performance of their specific work tasks.

ARTICLE 35 - OPENNESS AND TRANSPARENCY

- 35.01 The parties agree that openness and transparency encourage collegiality and foster accountability and responsibility. In addition, openness and transparency safeguard fairness and due process in accordance with good employer/employee relations.
- 35.02 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; and
 - (ii) the salaries and perquisites of all members of Bargaining Unit II.
 - (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 36 - VALIDITY

- 36.01 If any article in this Agreement or part thereof is altered or rendered invalid by the operation of existing or future legislation, the remainder of this Agreement shall remain in full force and effect for its term.
- 36.02 Any portion of this Agreement that is so altered or invalidated 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 37 - PROGRAM CHANGES

- 37.01 The Employer shall advise Employee(s) in an area that may be affected by proposed programming changes. The Employee(s) concerned shall have an opportunity to express **their** views on the proposed program change(s) before they are enacted by the Employer.
- 37.02 An Employee who is affected by a **planned** program change shall be advised of the program change at least one semester before the change is enacted.
- For purposes of this Article, “program change” shall mean a significant and permanent change in an area of study or academic program offered at the University.

ARTICLE 38 - WAGES

See Appendix “F”

ARTICLE 39 - ENTIRE AGREEMENT

39.01 This Agreement, including any changes mutually agreed upon in writing or any document expressly incorporated into this Agreement by virtue of being specifically identified below, represents the entire agreement between the parties:

Appendices to this Agreement

Letter of **Agreement I**– Article 23 – Job Descriptions, Evaluations and Assignments

Letter of **Agreement II**– Use of University Van

Letter of **Agreement III**– Pension

Memorandum of Settlement between the Board of Governors of the Nova Scotia College of Art and Design (Employer) and the Faculty Union of Nova Scotia College of Art and Design, Unit II (Employees)

ARTICLE 40 - COMMITTEES

40.01 There shall be two (2) Employees selected by the Union appointed to the Joint **Pension and Benefits Advisory** Committee of the University.

40.02 There shall be two (2) Employees selected by the Union appointed to the University's Joint Occupational Health and Safety Committee.

40.03 **There shall be two (2) Employees selected by the Union** appointed to the Joint Evaluation Committee.

40.04 There shall be two (2) Employees selected by the Union appointed to the Union/Board Committee.

40.05 There shall be two (2) Employees selected by the Union and one (1) FUNSCAD Unit I **employee** selected by the Union appointed to the Union-Management Committee.

ARTICLE 41 - LEGAL INDEMNIFICATION

41.01 The Employer shall indemnify and save harmless all members of the Bargaining Unit from legal liability and all actions, causes of action, claims or demands whatsoever arising out of any occurrence occurring during the course of their activities performed pursuant to and within the scope of their employment, provided timely notice is given to the Employer of any occurrence giving rise to or likely to give rise to a claim against a member of the Bargaining Unit and/or the Employer.

ARTICLE 42 - JOB DESCRIPTIONS

42.01 The Job Descriptions which have been agreed upon by the Employer and the Union shall be kept in the office of the Director of Human Resources.

ARTICLE 43 - PERSONAL INFORMATION

43.01 The parties agree that they will comply with provincial and federal legislation with respect to personal information. 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 to allow Employees access to their personal information on file, to not 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.

ARTICLE 44 - DEFERRED SALARY LEAVE

44.01 Purpose

The purpose of the Deferred Salary Leave Plan is to afford Employees the opportunity to take a leave of absence of six (6) months to one (1) year and, through the deferral of salary, finance the leave.

44.02 Eligibility

Participation in this Plan is limited to Regular Full-Time Employees and Regular Part-Time Employees and Recurrent Sessional Employees. An Employee may apply for such leave after six (6) years of continuous service. Additional Deferred Salary Leaves shall not be more frequent than every six (6) years thereafter.

44.03 Application

An application to participate in this Plan must be submitted to the Director of Human Resources not later than four (4) months prior to the month in which the salary deferment is to commence.

44.04 Approval

- (A) Approval to participate in this Plan is at the sole discretion of the Employer.
- (B) The Employer shall inform the Employee of its decision not later than three (3) months prior to the month in which the salary deferment would commence.
- (C) The Union shall be notified of the Employer's decision on each application.

44.05 Conditions

- (A) The terms and conditions governing the deferred salary leave arrangements will be mutually agreed to, in writing, by the Employer, Union and Employee and shall conform to all laws and government legislation applicable to such plans.
- (B) While an Employee is enrolled in the Plan and not on Leave, any benefits tied to salary shall be structured according to the salary the Employee would have received had the Employee not been enrolled in the Plan. All other benefits shall be in accordance with the Collective Agreement.
- (C) Unless otherwise instructed in writing by the Employee, all benefits of the Employee shall be maintained during the Leave; however, the full costs of all benefits shall be paid by the Employee during the Leave from the monies retained for the Employee by the University to finance the Leave, save those required to be paid by the University by law.

- (D) While the Employee is on Leave, any benefits tied to salary level shall be structured according to the salary the Employee would have received in the equivalent period prior to taking the leave had the Employee not been enrolled in the Plan.
- (E) During the leave, the Employee shall not accumulate nor be entitled to the following:
 - (i) vacation, statutory holidays, pregnancy leave, parental leave, adoption leave, sick leave or other leaves;
 - (ii) credit for service for severance pay for the period of the leave; and
 - (iii) credit for the leave period for seniority purposes.

44.06 Return to Regular Assignment

- (A) Upon completion of the leave the Employee shall return to the University for a period that is not less than the period of the leave.
- (B) Upon completion of the leave, the Employee shall be reinstated to the position held immediately prior to the leave. If the position no longer exists, the Employee shall be subject to the provisions and terms of the Collective Agreement.

44.07 Withdrawal from the Deferred Salary Leave Plan

- (A) An Employee who ceases to be employed by the University or is laid off in accordance with the Collective Agreement during the period of the deferral shall withdraw from the Plan.
- (B) In extenuating circumstances such as, but not limited to, financial hardship or serious illness and with the approval of the Employer, an Employee may withdraw from the Plan not later than three (3) months prior to the date established for the Leave. Notwithstanding the three (3) month notice period, the University may, where operational requirements permit, accept a lesser notice period. Such approval shall not be unreasonably withheld.
- (C) If an Employee withdraws from the Plan, the Employee shall be paid a lump sum adjustment equal to any monies deferred plus 1.5% annual interest accrued. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
- (D) Should an Employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the beneficiary specified in the life insurance policy of health and welfare benefits or to the Employee's estate within two (2) bi-weekly pay periods where possible.

44.08 Where in the opinion of the University, a replacement for the Employee on Leave is required, the appointment shall be in accordance with the Collective Agreement.

ARTICLE 45 - TEACHING ASSIGNMENTS

45.01 Subject to the limitations of Article 45.02, Unit II Employees may **request or** be offered teaching assignments in accordance with the Collective Agreement between the Employer and FUNSCAD Unit I. **This article pertains to teaching assignments scheduled during the Employee's normal working hours. Employees are free to accept teaching**

assignments outside of their normal working hours at NSCAD subject to Employer approval to ensure there is no infringement of Employment Standards legislation.

45.02 In each Fall, Winter and Summer semesters, **the Employer may offer Employees up to one (1) half-day course** in accordance with the following limitations:

(A) **Employees may be offered one (1) half-day course scheduled during an Employee's regular hours in which case Employees will have their regular hours rescheduled or reduced by mutual agreement. When the course is scheduled during the Employee's regular hours, the Employee may have their regular hours rescheduled or reduced by the number of scheduled in-class contact hours of that course, pursuant to 45.03 (A) or 45.03 (B);**

(B) **As a function of operational necessity as determined by the Employer, a second half-day course may be assigned in which case:**

(i) the Employee may have **their** regular hours rescheduled or **reduced**; or

(ii) a second half-day course during the Employee's regular work hours may be assigned at the sole discretion of the Employer, **with the regular work hours to be made up within the current academic year at mutual agreement.**

45.03 Subject to the limitations of Article 45.02, Employees who are also Regular Part-Time Faculty or have been offered an Individual Course Appointment, shall be entitled to exercise the following options regarding hours of work. Employees will be asked to choose **one of the following** options for a one-year period commencing in September.

(A) **Option to Reschedule:**

An Employee who is scheduled to teach classes during normal Unit II work hours, shall extend their normal Unit II hours of work, in a manner satisfactory to the Employer and in consultation with the Immediate Supervisor of the area in which the Employee works as a Unit II Bargaining Unit member, to make up the scheduled contact teaching hours. A schedule of these make-up hours shall be forwarded to Human Resources by the Immediate Supervisor.

(B) **Option to Reduce Hours:**

If it is agreeable to both the Employee and the Employer, and in consultation with the Immediate Supervisor of the area in which the Employee works as a Unit II Bargaining Unit member, the Employee may have their normal Unit II work hours reduced by the number of hours of scheduled in-class contact hours. If this option is chosen, the total yearly income of the Employee shall be reduced by the number of scheduled in-class contact hours multiplied by their Unit II hourly wage. If the Employer and Employee agree to reduce the Employee's Unit II hours of work, according to this option, the Employer may hire **Temporary or Casual Technicians** for the area affected (up to a maximum of the number of reduced Unit II hours), if the Immediate Supervisor in that area submits a request for assistance.

45.04 **Pension Contributions for Employees who have Regular Part-Time Faculty Appointments or Individual Course Appointments**

- (A) Employees who have Regular Part-Time Faculty Status are entitled to Pension contributions based on their earnings from regular employment and teaching assignments. Contributions shall be made in accordance with Article 27.07.
- (B) **If an Employee enrolled in the Pension Plan is offered an Individual Course Appointment, and if they choose Article 45.03(B) - Option to Reduce Hours, they will be entitled to Pension contributions for all earnings received from any technician hours worked and teaching assignment hours worked. Contributions shall be made in accordance with Article 27.07 and the number of hours for which Pension contributions are made shall not exceed thirty-five (35) hours per week.**

45.05 The Office of the Vice-President, Academic and Research accepts applications and curriculum vitae from **Employees** who wish to be considered for teaching.

ARTICLE 46 - SPACE TO PERFORM OFFICE DUTIES

46.01 The Employer will endeavour to provide reasonable space to perform office duties for Full-Time Unit II Employees. Should a Full-Time Unit II Employee not be satisfied with their office arrangements, the Employee can make a request to the Employer for modifications. The Employer will review such requests and decide what action, if any, will be undertaken.

ARTICLE 47 - UNIT II SUPERVISION

47.01 Before September 1 of every year, the Employer shall provide the Union with an updated list of the reporting lines for all job positions in the Bargaining Unit. This updated list shall specify the names of all the Immediate Supervisors and Responsible Managers for each position.

Unit II work areas require general directives from academic staff based on the curricular needs of NSCAD University. Normally, the Unit II reporting line structure is considered consistent from year-to-year for each position but appointments of new Immediate Supervisors may occur yearly, or more often, for Unit II positions with Immediate Supervisors who are also Chairs.

When an Immediate Supervisor will be absent in excess of thirty (30) calendar days, other than vacation, the Employer agrees, within five (5) days of the commencement of the leave, to designate an acting Immediate Supervisor for the Employee, who will be available for the duration of the absence.

In the event that there are conflicting work assignments, the Immediate Supervisor will determine the priority of the work being performed. The Employer shall assign one Immediate Supervisor for each Employee. The Immediate Supervisor shall draft Probationary and Performance Reviews and be included in any Disciplinary Action and Dismissal procedure related to the Employee.

47.02 Orientation Sessions for Unit II Supervisors

- (A) The Employer agrees to conduct orientation sessions each year, no later than October 15, for Immediate Supervisors of Unit II Employees. The Vice-President of Unit II shall be invited to the sessions.
- (B) The Executive of the Union and/or the Vice-President of Unit II shall assist the Employer in identifying relevant topics to be covered in the orientation session.

The Employer is committed to upholding the principles of non-discrimination and freedom from harassment. To support these principles, Immediate Supervisors of Unit II Employees shall be educated and informed of University policies and Collective Agreements specific to dealing with Unit II Employees. Normally, all Unit II Supervisors shall attend an orientation session before being given supervisory responsibilities.

47.03 Information to be provided to Unit II Supervisors

The Employer agrees to post and maintain current versions of the following documents on the NSCAD web site:

- (A) the Unit II Collective Agreement;
- (B) NSCAD University Policy on Discrimination and Harassment;
- (C) NSCAD University Policy on Health & Safety;
- (D) Unit II Probation Review Forms and Performance Review Forms; and
- (E) all other NSCAD University Policies

The Employer shall notify the Union and all Employees by email of any changes made to these documents. The Employer retains the right to make changes to University policies as required. Where health and safety concerns exist, areas affected will be consulted fully before any changes are made.

47.04 Meetings/Communications with Employees

Immediate Supervisors shall be responsible for scheduling and conducting staff meetings.

All communication related to discipline, qualifications, competence and abilities of Employees shall be conducted in privacy between the Unit II Supervisor and the Employee. Union representation for any such meeting shall follow Collective Agreement guidelines. The Employer agrees to maintain the highest degree of confidentiality when dealing with disciplinary actions and performance evaluations.

47.05 Supervisor/Employee Relations

Unit II Supervisors shall make every effort to assign a reasonable workload, which can be completed within the normal work hours for each Employee.

ARTICLE 48 - UNIVERSITY POLICIES

- 48.01 Where an Employer policy conflicts with, is inconsistent with, or interferes with any of the terms and conditions of this Collective Agreement, this Agreement shall be followed.
- 48.02 All policies will be placed on the NSCAD web site with a posting date and will be considered communicated in full to all Employees after a three (3) month time period has transpired from the posting date. When policy changes are posted on the NSCAD web site, all Unit II Employees shall be notified by email. Employees will not be disciplined for a violation of a policy during that three (3) month period, nor will they be retroactively disciplined.

ARTICLE 49 - DURATION

- 49.01 This Agreement shall apply from and after the date of signing noted below and shall continue in effect until June 30, **2022**, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party in the last ninety (90) days prior to the expiration of this Agreement or any renewal thereof. Any notice required to be given under this Article shall be deemed to have been sufficiently served if personally delivered or sent by Registered Mail.

Signed at Halifax, Nova Scotia this _____ day of _____, 20__

On Behalf of the Employer

On Behalf of FUNSCAD, Unit II

Witness

APPENDIX A - CERTIFICATION ORDER

APPENDIX A – CERTIFICATION ORDER



L.R.B. No. 3296
(Sec. 22)

LABOUR RELATIONS BOARD NOVA SCOTIA

IN THE MATTER of the Trade Union Act of Nova Scotia, and

IN THE MATTER of Nova Scotia College of Art & Design
Faculty Union Applicant
- and
Nova Scotia College of Art & Design Respondent

APPLICATION having been made to the Labour Relations Board (Nova Scotia) on November 5, 1986, for Certification of the Applicant as Bargaining Agent for certain employees of the Respondent pursuant to the Trade Union Act;

AND the Board having conducted a vote on November 13, 1986, in accordance with Section 24 (1) of the Trade Union Act, R.S.N.S. 1972, c.19, s.24, as am. by S.N.S. 1977, c.70;

AND the Board having considered the Application and the documents filed by the Applicant and the Respondent, and the agreement between the parties as set out by their counsel, Gordon N. Forsyth for the Applicant and Eric Durnford for the Respondent, at a Hearing held on February 25, 1987;

AND the Board having approved the agreement, which concerned the appropriate bargaining unit as hereinafter set forth, in the wording used by counsel because of the unusual circumstances relating to the Nova Scotia College of Art and Design;

AND the Board having been satisfied that forty percent or more of the employees of the Respondent in the appropriate bargaining unit are members in good standing of the Applicant in accordance with Section 24 (7) (b) of the Trade Union Act and with Regulation 10 governing procedure of the Board;

AND the Board having been satisfied that the majority of those employees in the Unit determined by the Board to be appropriate cast ballots in favour of the Applicant;



L.R.B. No. 3296
(Sec. 22)

NOVA SCOTIA

Page 2

LABOUR RELATIONS BOARD

THEREFORE, the Labour Relations Board (Nova Scotia) does hereby certify Nova Scotia College of Art and Design Faculty Union as the Bargaining Agent for a Bargaining Unit consisting of all full-time and regular part time employees employed by the Board of Governors of the Nova Scotia College of Art and Design as support staff in the following job classifications:

- Gallery Coordinator
- Assistant to Gallery Coordinator
- Woodshop Technician
- Director of Audio Visual Services
- Audio Visual Assistant
- Audio Visual Services Technician
- Audio Visual Technical Assistant
- Visual Communications Workshop Coordinator
- Assistant Graphic Technician
- Technical Director of Photographic Services
- Technical Assistant/Photographic Services
- Photographic Technical Assistant
- Ceramics Technician
- Jewellery Technician
- Textiles Technician
- Computer Centre Technical Assistant
- Metalshop Technician
- Non-print Assistant
- Library Assistant
- Circulation Supervisor
- Cataloguing Supervisor

and similar job classifications for technicians and library support staff which the College may establish in future at or from its premises in Halifax, Nova Scotia, but excluding all employees included in the bargaining unit as set out in L.R.B. Order No. 3134, and all other employees holding academic appointments, and all maintenance, clerical and secretarial staff, and all student and casual employees, and excluding the following classifications:

- President
- Vice President/Finance
- Dean of Student and Academic Services
- Dean of Academic Affairs
- Director of Information Services
- Assistant to Registrar
- Manager of Buildings and Grounds
- Secretary to Dean of Student and Academic Services
- Director of Admissions
- Director of Continuing Education
- Secretary to Dean of Academic Affairs
- Director of Student Services



L.R.B. No. 3296
(Sec. 22)

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LABOUR RELATIONS BOARD
NOVA SCOTIA

Cafeteria Manager
Mini Computer Systems Manager
Secretary to President
Registrar
Director of Off Campus Services
Store Manager
Office Manager/Business Office
Division Chairperson
Director of Master of Fine Arts

and those employees excluded by Paragraphs (a) and (b) of Subsection (2) of Section 1 of the Trade Union Act.

MADE BY THE LABOUR RELATIONS BOARD (NOVA SCOTIA) AT HALIFAX, THIS TWENTY-THIRD DAY OF MARCH, 1987, AND SIGNED ON ITS BEHALF BY THE CHIEF EXECUTIVE OFFICER.

Chief Executive Officer
K. H. Horne

Applicant

Nova Scotia College of Art &
Design Faculty Union
Halifax, Nova Scotia

Solicitor:
Mr. Gordon N. Forsyth
Patterson, Kitz
P. O. Box 247
Halifax, Nova Scotia
B3J 2N9

Respondent
Nova Scotia College of Art
& Design
5163 Duke Street
Halifax, Nova Scotia

Solicitor:
Mr. Eric Durnford
McInnes, Cooper & Robertson
P.O. Box 730
Halifax, Nova Scotia
B3J 2V1

APPENDIX B - REGULAR PART-TIME, RECURRENT SESSIONAL AND TEMPORARY EMPLOYEES

Regular Part-Time and Recurrent Sessional Employees

The Collective Agreement applies to Regular Part-Time and Recurrent Sessional Employees on the terms indicated below. Unless the applicability of a particular Article is qualified in some way, the Article applies in all respects to the Regular Part-Time and Recurrent Sessional Employees. Qualified Articles are listed below:

Article 18 - Resignation

Applies except that a Regular Part-Time Employee and Recurrent Sessional Part-Time Employee may resign voluntarily at any time on twenty (20) calendar days written notice.

Article 20 - Hours of Work and Overtime

Applies except that Article 20.01 (excluding final sentence) and 20.08 do not apply to Regular Part-Time and Recurrent Sessional Employees. The normal hours of work for Regular Part-Time and Recurrent Sessional Employees will be stated in the vacancy notice for the position, or for current Employees, the normally scheduled hours as of the date of the signing of the Collective Agreement.

Article 21 - Recurrent Sessional Temporary Layoffs

Applies to Recurrent Sessionals.

Article 24 - Paid Holidays

Applies to Regular Part-Time and Part-time Recurrent Sessional Employees except that:

- (A) When a holiday falls on a day normally scheduled for work they are entitled to be paid holiday pay for those hours they would normally have worked;
- (B) When a holiday falls on a day that is normally their day off, Article 24.04 applies except that holiday pay shall be prorated according to the following formula:

$$\frac{\text{\# of hours regularly worked per week} \times \text{hourly pay rate} \times 7}{35}$$

35

Article 25 - Vacations

For Recurrent Sessionals - see section titled Recurrent Sessional Employees Only in Appendix B.

Article 26 - Sick Leave

Applies to Regular Part-Time and Recurrent Sessional Employees except that:

- (A) With respect to Article 26.07(A), these Employees will be entitled to a pro-rated number of casual sick days to be determined in accordance with the formula:
$$\frac{\text{Actual Hours Worked} * + \text{Regular Full-Time vacation entitlement} + \text{Holidays during the contract period (24.01)}}{1820} \times 15$$

* Paid casual sick hours will be deemed hours worked.

- (B) With respect to 26.07(D), the applicability of short-term and long-term disability plans to Regular Part-Time and Recurrent Sessional Employees depends upon the terms and conditions of such plans.

Article 27 - Benefit Plans

Indefinite Part-Time Employees who do not work the minimum required hours for eligibility for the University's insurance plans shall not be covered.

Article 28 - Leaves of Absence

- (A) Article 28 applies to Regular Part-Time Employees except that:
 - (i) With respect to Article 28.02, Regular Part-Time Employees will only be paid bereavement leave for hours they would have worked during the five (5) consecutive days of bereavement leave.
 - (ii) **Pregnancy and Parental leave** benefits - Regular Part-Time Employees will receive pro-rated S.E.B. payments during their **Pregnancy and Parental leave**, i.e. up to 95% of their Regular Part-Time earnings, **for the number of weeks noted in article 28.11(G) for Pregnancy leave and article 28.13(I) for Parental leave.**
- (B) Any Employee on a temporary layoff or unpaid leave will not be eligible for other leaves or benefits during the period of that temporary layoff or unpaid leave.

Recurrent Sessional Employees Only

- (A) All Recurrent Sessional Employees shall work a minimum of twenty-five (25) hours per week in the summer semester.
- (B) Recurrent Sessional Employees' work shall have a designated, paid vacation period.
- (C) **Recurrent Sessional Employees are entitled to refuse summer employment without affecting their Recurrent Sessional employment status at the College.**
- (D) **Recurrent Sessional Employees shall advise the Employer no later than three (3) months prior to the commencement of the summer semester whether they will work during the summer.** Normally, vacation pay shall be withheld to accumulate the funds necessary for a vacation period. Recurrent Sessionals who give notice on or before August 15th of the year prior to their next vacation period may choose to have their vacation pay included in each bimonthly pay period.
- (E) A Recurrent Sessional Employee may be temporarily laid off for a shortage of work due to summer program cancellation in the Employee's department. The lay off shall take place in accordance with Article 21 and the notice period stipulated in Article 21.04 (Recurrent Sessional Temporary Layoffs) shall apply commencing on the date the Employee received notice of such cancellation.

Temporary Employees

- (A) The specified period of employment for a Temporary Employee shall normally not exceed one (1) year. If a temporary position is to be offered for a continuous period

of more than twelve (12) months, or if a temporary position is to be extended beyond twelve (12) months the Employer shall consult with the Union. If a temporary position is to be offered for a continuous period of more than twelve (12) months or if a temporary position is to be extended beyond twelve (12) months, the Temporary Employee shall receive Health and Dental Benefits available to Unit II Employees for the period beyond one (1) year and the Employer shall pay the Employer portion of all the required premiums.

- (B) If the position for which the Temporary Employee was hired becomes vacant or when a temporary position is made permanent, the position shall be posted in accordance with Article 17 – Job Posting of this Agreement.
- (C) Temporary Employees shall be covered by this Agreement except that the following articles do not apply to them, and shall not be the subject(s) of any grievance(s) or arbitration(s):
 - (i) Article 13.01 shall not apply to the termination of the Temporary Employee due to the expiry of **their** specified period of employment;
 - (ii) Article 14 (Probation and Performance and Review) does not apply to Temporary Employees hired for a specified term of six (6) months or less;
 - (iii) Article 16 (Seniority) in its entirety. A Temporary Employee shall not accumulate seniority, with the exception that if a Temporary Employee is hired to a substantially similar permanent position where employment is continuous with the temporary position, seniority will be retroactive to the initial date of hiring;
 - (iv) Article 17 (Job Posting) in its entirety does not apply to the filling of temporary positions;
 - (v) Article 18 (Resignation) applies except that a Temporary Employee may resign voluntarily at any time on fourteen (14) calendar days written notice.
 - (vi) Article 19 (Retirement) in its entirety, does not apply;
 - (vii) Article 20.08 (Reduced Workload) does not apply;
 - (viii) Article 21 (Recurrent Sessional Temporary Layoffs) does not apply;
 - (ix) Article 22 (Termination Due to Program Changes or Financial Exigency) does not apply;
 - (x) Article 23 (Temporary Assignment) does not apply;
 - (xi) Article 25 (Vacation) applies except that Temporary Employees hired for a specified period of one (1) year or less will not be entitled to a vacation period. They receive their vacation **as a percentage of their hourly rate and included in their pay**;
 - (xii) Article 28 (Leaves) Temporary Employees shall only be entitled to bereavement leave, court leave, voting leave and day leave under this Article;
 - (xiii) Article 29 (Professional Development Allowance and Technological Change) does not apply;
 - (xiv) Article 31.03 (Health and Safety First Aid Training) – Temporary Employees who have not already obtained First Aid and WHMIS Training shall be provided with this training as soon as possible when such training is required for the position;

- (xv) Article 37 (Program Changes) does not apply;
- (xvi) Retroactive Pay: Notwithstanding Article 43 (Duration) Temporary Employees hired for a specified term of four (4) months or less shall not be entitled to receive retroactive pay.

APPENDIX C - SUPPLEMENTARY EMPLOYMENT BENEFIT PLAN

Purpose

The purpose of the plan is to supplement Employment Insurance benefits paid during periods of Pregnancy and Parental leave to Employees of the Faculty Union of the Nova Scotia College of Art and Design (FUNSCAD), Unit II, certified by the Nova Scotia Labour Relations Board.

Term of Agreement

The term of the plan will coincide with the term of the Collective Agreement signed May 15, 2013, 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 June 30, 2022 subject to extensions as may be provided under successor collective agreements.

Administration

The College 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

The College'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

Any Employee, as defined in the Collective Agreement who is granted pregnancy leave consistent with Article **28.11** of this Collective Agreement will be eligible for benefits under the plan, or

Any Employee, as defined in the Collective Agreement who is granted Parental Leave consistent with Article **28.13** of this Collective Agreement will be eligible for benefits under the plan, provided the Employee has:

- (A) applied for the Employment Insurance benefits;
- (B) complied with the reporting requirements of Human Resources Development Canada and the College; and
- (C) 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 **they qualify** for Employment Insurance benefits and **are** 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 the College under the plan is a bimonthly amount, which combined with the Employment Insurance benefit and any other earnings will equal 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 seventeen (17) consecutive weeks for Pregnancy Leave or twelve (12) weeks for Parental Leave. 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 without pay as per Article 13.01 of the Collective Agreement;
 - (ii) the Employee has terminated **their** 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;
 - (v) the Employee is receiving Insurance benefits under the College's Long Term Disability plan.

Application for Benefits

- (A) An Employee may make application to the College 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 **Employment and Social** Development Canada.
- (B) An Employee wishing to apply for parental leave should provide the College with as much information as possible regarding the probable dates of the leave.

Benefit Adjustment

If the College 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 the College 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 the College up to a maximum of seventeen (17) weeks.

Modifications

The College will inform **Employment and Social** 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 **Employment and Social** Development Canada portion of the benefit will be subject to the formal grievance procedure provided for in the Collective Agreement between the College and FUNSCAD, Unit II, acting as bargaining agent for the Employees covered by the plan.

APPENDIX D - PROBATION & PERFORMANCE REVIEW FORMS

APPENDIX D - PERFORMANCE REVIEW FORM NSCAD University

Name of Employee	Position
Department	Review Period

When responding to the items below, please consider the duties outlined in the Job Description.	REVIEW OF THIS SKILL <i>Specific examples of the Employee's work performance, skills or accomplishments which may have exceeded the requirements of the position.</i>	FINAL EVALUATION RATING <i>Check the appropriate rating</i> ✓
1. job knowledge		EXCEEDS expectations
		MEETS expectations
		DOES NOT MEET expectations
2. quality and quantity of work		EXCEEDS expectations
		MEETS expectations
		DOES NOT MEET expectations
3. judgement/decision making		EXCEEDS expectations
		MEETS expectations
		DOES NOT MEET expectations
4. motivation and initiative		EXCEEDS expectations
		MEETS expectations
		DOES NOT MEET expectations
5. responsibility		EXCEEDS expectations
		MEETS expectations
		DOES NOT MEET expectations
6. conduct and relationships with Immediate Supervisor, Responsible Manager, co-workers and faculty		EXCEEDS expectations
		MEETS expectations
		DOES NOT MEET expectations

If aspects of the Employee's work performance have not met the requirements, complete the following sections.	EMPLOYEE'S SKILL DEVELOPMENT	
1. GENERAL goals for the Employee's work performance and skill development.		
2. SPECIFIC goals for improving the Employee's work performance and skill development.		
TARGET DATE for the attainment of these goals	day	month year

Comments Section:

Responsible Manager:

Immediate Supervisor (Responsible Manager if there is no Immediate Supervisor):

Faculty in the area in which the Employee works, if required, as per Article 14:

Employee:

.....
Immediate Supervisor (where applicable)

.....
Responsible Manager

.....
Employee

.....
Date

My signature acknowledges that I have been informed of my performance ratings, but does not necessarily indicate agreement.

APPENDIX E - GRIEVANCE FORM

1. Grievant's Name _____

2. Description of the event giving rise to the Grievance:

3. Statement of the nature of Grievance (should refer to applicable clauses of the Agreement)

4. Remedy sought:

5. Signature of Grievant:

Date

APPENDIX F - SALARY SCALES:

Salary Scale - July 1, 2018

1.60% increase

	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
Step	0 to 460	461 to 510	511 to 560	561 to 610	611 to 660	661 to 710	711 to 760	761+
1	\$42,296							
2	\$43,809	Step						
3	\$45,323	1	\$45,323					
4	\$46,837	2	\$46,837	Step				
5	\$48,351	3	\$48,351	1	\$48,351			
6	\$49,865	4	\$49,865	2	\$49,865	Step		
7	\$51,379	5	\$51,379	3	\$51,379	1	\$51,379	
		6	\$52,892	4	\$52,892	2	\$52,892	Step
		7	\$54,406	5	\$54,406	3	\$54,406	1
				6	\$55,920	4	\$55,920	2
				7	\$57,434	5	\$57,434	3
						6	\$58,948	4
						7	\$60,462	5
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Salary Scale - July 1, 2019

1.50% increase

Group 1		Group 2		Group 3		Group 4		Group 5		Group 6		Group 7		Group 8	
Step	0 to 460		461 to 510		511 to 560		561 to 610		611 to 660		661 to 710		711 to 760		761+
1	\$42,930														
2	\$44,467	Step													
3	\$46,003	1	\$46,003												
4	\$47,540	2	\$47,540	Step											
5	\$49,076	3	\$49,076	1	\$49,076										
6	\$50,613	4	\$50,613	2	\$50,613	Step									
7	\$52,149	5	\$52,149	3	\$52,149	1	\$52,149								
		6	\$53,686	4	\$53,686	2	\$53,686	Step							
		7	\$55,222	5	\$55,222	3	\$55,222	1	\$55,222						
				6	\$56,759	4	\$56,759	2	\$56,759	Step					
				7	\$58,296	5	\$58,296	3	\$58,296	1	\$58,296				
						6	\$59,832	4	\$59,832	2	\$59,832	Step			
						7	\$61,369	5	\$61,369	3	\$61,369	1	\$61,369		
								6	\$62,905	4	\$62,905	2	\$62,905	Step	
								7	\$64,442	5	\$64,442	3	\$64,442	1	\$64,442
										6	\$65,978	4	\$65,978	2	\$65,978
										7	\$67,515	5	\$67,515	3	\$67,515
												6	\$69,051	4	\$69,051
												7	\$70,588	5	\$70,588
														6	\$72,124
														7	\$73,661
														8	\$75,198

Salary Scale - July 1, 2020

1.50% Increase

	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
Step	0 to 460	461 to 510	511 to 560	561 to 610	611 to 660	661 to 710	711 to 760	761+
1	\$43,574							
2	\$45,134	Step						
3	\$46,693	1	\$46,693					
4	\$48,253	2	\$48,253	Step				
5	\$49,812	3	\$49,812	1	\$49,812			
6	\$51,372	4	\$51,372	2	\$51,372	Step		
7	\$52,932	5	\$52,932	3	\$52,932	1	\$52,932	
		6	\$54,491	4	\$54,491	2	\$54,491	Step
		7	\$56,051	5	\$56,051	3	\$56,051	1
			6	\$57,610	4	\$57,610	2	\$57,610
			7	\$59,170	5	\$59,170	3	\$59,170
				6	\$60,730	4	\$60,730	2
				7	\$62,289	5	\$62,289	3
					6	\$63,849	4	\$63,849
					7	\$65,408	5	\$65,408
						6	\$66,968	4
						7	\$68,528	5
							6	\$70,087
							7	\$71,647
								6
								7
								8

Salary Scale - July 1, 2021

1.60% Increase

	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
Step	0 to 460	461 to 510	511 to 560	561 to 610	611 to 660	661 to 710	711 to 760	761+
1	\$44,271							
2	\$45,856	Step						
3	\$47,440	1	\$47,440					
4	\$49,025	2	\$49,025	Step				
5	\$50,609	3	\$50,609	1	\$50,609			
6	\$52,194	4	\$52,194	2	\$52,194	Step		
7	\$53,778	5	\$53,778	3	\$53,778	1	\$53,778	
		6	\$55,363	4	\$55,363	2	\$55,363	Step
		7	\$56,948	5	\$56,948	3	\$56,948	1
			6	\$58,532	4	\$58,532	2	\$58,532
			7	\$60,117	5	\$60,117	3	\$60,117
				6	\$61,701	4	\$61,701	2
				7	\$63,286	5	\$63,286	3
					6	\$64,870	4	\$64,870
					7	\$66,455	5	\$66,455
						6	\$68,039	4
						7	\$69,624	5
							6	\$71,209
							7	\$72,793
								6
								7
								8

APPENDIX G - SALARY SCALES: Grid Application

New Employees hired will be entitled to a full step on July 1st of the following calendar year.

APPENDIX H - TITLES AND GROUPS FOR TECHNICAL AND EDUCATIONAL RESOURCE PERSONNEL

Unit II – Faculty Union NSCAD

Group	TITLE
1	Textiles Technician, Level I
2	Printmaking Technician
2	Exhibitions Coordinator
2	Media/Academic Computing Technician
2	Multimedia Technician, Academic Computing
3	Painting/Drawing Technician
3	General and Digital Fabrication Technician
3	Sculpture Technician
3	Fashion Technician
3	Jewellery Technician
3	Photo Media Technician, Light Sensitive Processing
4	Photography Technician, Digital Processes and Infrastructure
4	Inter Library Loans/Serials Technician
4	Academic Computing Technician
4	Multimedia Technician, Educational Technology
4	Film/Media Technician
4	Ceramics Technician
4	Supervisor, Circulation
5	Textiles Technician, Level 5
5	Design Print & Publishing Technician
5	Metalshop Technician
5	Woodshop Technician

APPENDIX I - SENIORITY LIST (July 1, 2018)

No.	Start Date	NAME
1	01-Jul-84	GRAHAM, SANDY
2	01-Sep-84	TETLOCK, KATHLEEN
3	22-Jul-91	FRALIC-BROWN, J.
4	20-Nov-89	WRY, JEFF
5	17-Aug-92	CHISHOLM, ALEX
6	04-Jan-99	KENNEDY, JOHN
7	16-May-00	KULESZA, MONIKA
8	10-May-95	FOX, ANKE
9	15-Aug-05	RYAN, NATHAN
10	01-Sep-06	STAPPAS, RENIA
11	28-May-07	MORRISON-PHILLIPS, B.
12	03-Jul-07	THOMPSON, DONALD
13	09-Jun-08	GUSHUE, CHANTEL
14	01-Aug-10	VAUGHAN, JEREMY
15	14-Sep-11	HAMILTON, LEESA
16	05-Sep-13	ROBINSON, WILLIAM
17	01-Sep-14	WALCHUK, KATE
18	27-Oct-14	GRAHAM, JILL
19	21-Mar-16	GAUDET, ANNIK
20	20 Sep-17	BROOKBANK, STEPHEN
21	01-Oct-17	MARTIN, FENN

Based on the seniority list of July 2007 forward (contained in the Collective Agreement between the Employer and FUNSCAD Unit II for 2007 to 2011), all indefinite term Employees are credited with one full year seniority for each academic year worked, regardless of the number of hours worked per year.

Letter of Understanding I - Job Descriptions, Evaluations and Assignments

The agreed upon, existing job evaluation assessments will remain in place to the end of this contract except when job duties change substantially and permanently as a result of the Employer's action pursuant to Article 23.02.

FUNSCAD, Unit II

Date

Nova Scotia College of Art and Design

Date

Letter of Understanding II - Use of University Van

A Unit II Employee may be added to the NSCAD vehicle insurance policy, upon approval from the Vice-President, Academic and Research, to complete NSCAD **assigned** work **using the University Van**. **Employees** shall bring **their** current driver's license to the **Controller to obtain insurance coverage**. Several business days may be required in order to complete the vehicle insurance coverage process. **A valid driver's license is required to use the van. If the validity of an Employee's driver's license should change, the Employee must notify the Controller immediately.**

The **Director of Facilities** shall be notified of the names of the Employees authorized to use NSCAD vehicles. Bookings for NSCAD vehicles shall be arranged through the Port Campus Facilities Manager.

FUNSCAD, Unit II

Date

Nova Scotia College of Art and Design

Date

Letter of Understanding III - Pension

See Article 27 – Benefits

The Parties agree to form a committee to research options for transitioning from our current Pension Plan as specified in Clause 27.07 to a Public Service Superannuation Plan.

- (A) The Joint Benefits Committee shall be tasked with conducting the research and shall report its findings to the Parties within six (6) months of the signing of this Agreement.**
- (B) The Parties shall meet to review the committee’s findings within six (6) months of the receipt of the committee’s report, and shall have an additional six (6) months for each Party to confer with its principals. Within twelve (12) months of the signing of this Agreement, the Parties will meet to decide whether to keep the pension plan status quo or *attempt to transition to a Public Service Superannuation Plan. Both parties must agree to the transition before PSSP officials are contracted.***
- (C) If the Parties agree to transition to a Public Service Superannuation Plan at this meeting, the Parties will also agree upon the terms, conditions and schedule by which the transition process will be conducted, and the date by which it shall be implemented.**
- (D) *The transition to the PSSP is ultimately subject to the conditions for entry under that plan.***

FUNSCAD, Unit II

Date

Nova Scotia College of Art and Design

Date