

# **COLLECTIVE AGREEMENT**

**Between**

**Dalhousie University**

**and**

**Public Service Alliance of Canada (PSAC)  
Representing Dal Grant Paid Employees**

**April 1, 2022 to March 31, 2026**



**DALHOUSIE  
UNIVERSITY**



Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada

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## **Article 1: Purpose**

- 1.01 The general purpose of this Collective Agreement is to establish an orderly collective bargaining relationship between Dalhousie University (hereafter referred to as the Employer) and its Employees represented under this Collective Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union), to set out minimum terms and conditions of employment for members of the Bargaining Unit, including an agreement covering rates of pay which shall supersede all other agreements between the Employer and the Employees represented by the Union, and to provide a method of settling any differences which arise between the parties hereto.
- 1.02 The Parties recognize that it is in their common interest to promote and enhance the working relations between the Employer, the Union, and its members, consistent with the principles of mutual respect and cooperation. It is the intent of the Parties to create a workplace environment that fosters dignity and respect for all Employees and an environment appropriate to the promotion of excellence and respectful exchange.
- 1.03 The Employer and the Union recognize the important contribution of the Bargaining Unit members to the University in the achievement of its stated mission. As members of the University's academic community, these Employees make a significant contribution to the delivery of high-quality research, professional, administrative and technical services, while providing vital support to Faculty, and enhance the stature of the University.

## **Article 2: Definitions**

- 2.01 For the purpose of this Agreement:
- "Board" refers to the Board of Governors of Dalhousie University.
- "Designate" refers to a person authorized to act on behalf of an officer of the University, or an officer of the Union.
- "Bargaining Unit" is the bargaining unit as defined in the certificate #LB-1952 issued by the Nova Scotia Labour Board.
- "Collective Agreement" or "Agreement" when printed with uppercase initial letters refers to this Collective Agreement entered into between the Union and the Employer.
- "Employee" means a member of the Bargaining Unit.

"Employer" and "University" means Dalhousie University.

"FTE" means full-time equivalency based on weekly hours of work.

"Membership Dues" means those monies established pursuant to the Constitution of the Union as the dues payable by Employees covered by this Agreement.

"Party" or "Parties" means the Union and/or the Employer.

"Principal Investigator" is the Dalhousie staff, or faculty member(s) who has primary responsibility for the program design, execution, management, and control of the grant(s), contract(s), or funding from which the Employee is paid.

"Service" the length of employment of an Employee in the Bargaining Unit unbroken by more than six (6) months.

"Supervisor" refers to the employee's supervisor(s), who has managerial authority over the Employee (including but not limited to hiring, firing, and disciplining employees). The Supervisor may be the Principal Investigator.

"Spouse" means a person who is either:

married through religious or civil ceremony to an Employee, or  
although not married to an Employee, cohabits with the Employee for at least 12 months in a conjugal relationship.

"Temporary employee" means an employee hired to fill a temporary vacancy or temporary job for a period of less than six (6) months or for the purpose of replacing a member of the Bargaining Unit during a temporary absence from their position. Temporary employees are not members of the Bargaining Unit.

"Union" means the Public Service Alliance of Canada and/or its Local 86001.

"Working Day" means Monday to Friday, excluding holidays as per the Holiday article, unless expressed otherwise in this Collective Agreement.

### **Article 3: Union Recognition**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent of all Employees employed by Dalhousie University as ordered in the Nova Scotia Labour Board certificate #LB-1952.

- 3.02 The Employer recognizes the Union as the sole representative of its members. Furthermore, no member or group of members in this Bargaining Unit shall be required or permitted to enter into any written or verbal agreement with the Employer which may conflict with the terms of this Collective Agreement.

#### **Article 4: Management Rights**

- 4.01 The Employer, consistent with its rights and obligations in law, retains the powers to manage and operate Dalhousie University, except as explicitly limited by this Collective Agreement.
- 4.02 The Union acknowledges that the primary function of the Employer is to provide teaching and research services and facilities for students.
- 4.03 The Union acknowledges that management and administration of services and facilities within the University are decentralized and that it is the function of the Employer to determine the authority delegated to those directly concerned with the provision of services and facilities.

#### **Article 5: No Strike, No Lockout**

- 5.01 There shall be no strikes or lockouts during the term of this Collective Agreement.
- 5.02 Refusals to perform the work of other striking or locked out Employees and to handle the work normally performed by other Employees during any dispute with the Employer, shall not be considered as a strike as defined in the Labour Act. These refusals shall not be considered as grounds in themselves for disciplinary action. An Employee who is unable to report for work because of a reasonable apprehension of personal injury resulting from picket line activity shall suffer no loss in pay nor be subject to discipline.
- 5.03 The Employer shall not refuse to re-employ an Employee solely as a consequence of a strike declared by the Union, or a lockout imposed by the Employer.
- 5.04 As a means of continuing the services indicated in Clause 8.05 after this Collective Agreement is no longer in force, the Parties agree to maintain, during any strike or lockout, the Joint Labour Management Committee.

- 5.05 In the event of a legal strike or lockout, to prevent irreparable damage (such as danger to human, plant, model organisms, animal life, decomposable material, or critical equipment) Employees who are required to perform duties shall be granted access to University facilities and shall perform such duties, if approved by the Joint Labour Management Committee.

## **Article 6: Respectful Engagement: No Discrimination, No Harassment**

- 6.01 All members of the University community share responsibility for establishing and maintaining a climate of respect and for taking appropriate steps to address situations which violate the principles under this Article.
- 6.02 The Employer and the Union are committed to a working and learning environment that is free from, and safeguards Employees against, all forms of prohibited discrimination, personal harassment, and sexual harassment in accordance with the Nova Scotia Human Rights Act, Dalhousie University's Statement on Prohibited Discrimination, Dalhousie University's Personal Harassment Policy, and Dalhousie University's Sexualized Violence Policy, as amended from time to time.
- 6.03 The Parties further agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised with respect to any Employee in regard to any terms and conditions of employment on any ground prohibited by the Nova Scotia Human Rights Act, federal human rights legislation, or any grounds outlined in this article, which currently includes, but is not limited to:
- a. race or colour;
  - b. creed;
  - c. nationality, national or indigenous origin;
  - d. ethnic background or origin;
  - e. sex
  - f. sexual orientation;
  - g. gender identity and gender expression;
  - h. marital or family status;
  - i. physical or mental disability (including non-visible disability)
  - j. religion
  - k. age;

- l. language (except where the lack of language competence clearly prevents the Employee from fulfilling their professional obligations and duties);
- m. political belief, political association or political activity;

- 6.04 In accordance with the legislation mentioned in Clause 6.03 above, the correction of inequities shall not constitute discrimination.
- 6.05 The Employer recognizes that its obligation to provide a working environment free from prohibited discrimination includes the obligation to make accommodations for Employees in instances where an Employee's work environment has a discriminatory effect on the Employee's ability to fully participate in work-related activities. Requests for accommodation made by Employees to Accessibility, Accommodation, and Wellness, People and Culture shall be considered in accordance with the University's Accommodation Policy, as amended from time to time.
- 6.06 The Employer shall take reasonable action to prevent harassment and, when made aware of such behaviour, take appropriate action to end it as quickly as possible.
- 6.07 The Employer and the Union agree that it is of mutual benefit to support the procedures and recommendations outlined in the Dalhousie University Sexualized Violence Policy, Statement on Prohibited Discrimination, and Personal Harassment Policy, referred to in this Article as the "Policies". It is recognized that such procedures and recommendations may be modified in accordance with the Policies. An Employee may make a complaint of sexualized violence, discrimination, or personal harassment through the procedures outlined in the Policies.
- 6.08 An Employee alleging a violation of this Article may seek resolution through the Employer's policies referred to in Clauses 6.05 and 6.07. If the Employee is not satisfied with the resolution through this process, they may file a grievance in accordance with the Grievance Procedure article.
- 6.09 The time limits for filing the same complaint under the Grievance Article shall be extended by ten (10) Working Days from the date on which the investigation report is submitted to the relevant parties, or from the date the Employee withdraws from the procedure, whichever is applicable.



- 6.10 An Employee taking action or responding to a complaint of discrimination, harassment or sexualized violence under this Collective Agreement or an Employer Policy is, at their option, entitled to Union representation, including during any meetings held with the Employer.
- 6.11 The Parties agree that protection from discrimination and harassment includes protection from retaliation on any of the above identified protected grounds against an Employee for their having taken action either as a complainant or griever, or for assisting a complainant or griever in taking action, or for acting as a witness or advocate on behalf of an individual in a legal or other proceeding to obtain a remedy for an action of discrimination by the University.
- 6.12 Nothing in this Article precludes the Employer from conducting an investigation into an allegation of harassment or discrimination. The Employer shall notify the Union of any investigation pursuant to the policies referred to in Clauses 6.05 and 6.07 into an allegation of discrimination, personal harassment, and/or sexual harassment made against an Employee.
- 6.13 The Employer shall inform Employees implicated in any discrimination or harassment complaints of their right to Union representation.
- 6.14 An Employee who is disciplined as the result of any investigation pursuant to the policies referred to in Clauses 6.05 and 6.07 shall have the right to grieve such discipline in accordance with the Grievance Procedure article.

## **Article 7: Employment Equity**

- 7.01 The Employer is committed to employment equity and will institute active measures to eradicate discrimination, both personal and systemic, and to reverse the historic underrepresentation on its faculty and staff of members of designated groups in accordance with the Employment Equity Policy, as amended from time to time.
- 7.02 The Bargaining Unit shall have the right to appoint a representative, with full standing, to the Council on Employment Equity.

## **Article 8: Job Postings and Appointments**

- 8.01 When the Employer is required to fill a position within the Bargaining Unit, the Employer shall post the position for a minimum of seven (7) days and no offer of employment shall be made until the posting has closed. Such positions will be posted on the relevant Dalhousie University website, and an electronic copy of the posting will be provided to the Local at the same time.
- 8.02 In exceptional circumstances where the funding of a particular position is contingent on the appointment of a particular individual, such hire may be made without posting.
- 8.03 When posted, the Employer will only consider applications from outside the Bargaining Unit after it has been determined that no Employee will be appointed to the position in accordance with this Article.
- 8.04 A posting will identify the following: job title, job duties and responsibilities, salary range, job Supervisor, location, date of posting and application procedure and deadline, duration of the appointment, required qualifications, required documentation, any employment equity statement and that this is a unionized position.
- 8.05 All Employees shall receive a letter of appointment, signed by the Principal Investigator or designate and accepted by the Employee, either by signing the contract or indicating acceptance by email, which shall include, at a minimum, the following information: start date of contract, end date of contract, probationary period, salary, name of Supervisor, group benefits (if applicable), and RRSP (if applicable) and other terms and conditions of employment. The letter shall also include a link to the Collective Agreement. The Employer will provide the Union with copies of Employees' letters of appointment upon request.
- 8.06 Positions in the Bargaining Unit will be filled based on the relevant qualifications, experience, skills, and abilities as per the job requirements and the Employment Equity Policy. Where two or more candidates are equal in the assessment of these factors, members of the Bargaining Unit will be considered before external candidates.
- 8.07 Positions will be filled based on the relevant qualifications, experience, skills, and abilities as per the job requirements and the Employment Equity Policy. Where two or more Employees are equal in the assessment of these factors, seniority will be the determining factor.

- 8.08 When an Employee is unsuccessful in an application for a posting, and the Employee requests reasons thereof in writing, the Employer shall provide a written response.
- 8.09 An Employee may be required to undergo, without cost to such Employee, medical examinations by a physician of the Employer's choice prior to employment, but following an offer of employment, provided the medical information sought relates to a bona fide occupational requirement for the position applied for. Determining a bona fide occupational requirement for any given position shall be discussed and agreed to with the Union.

## **Article 9: Probationary Period**

- 9.01 Upon commencement of employment with Dalhousie University, all Employees are subject to an initial probationary period of six (6) months' continuous employment, excluding any absences. It is recognized that a probationary Employee is serving a trial period to determine competence and suitability for a particular position and may be terminated if, in the Employer's judgment, they do not meet reasonable standards established by the Employer.
- 9.02 Should a Dalhousie University employee, including an Employee, who has successfully served a probationary period, commences another position within the Bargaining Unit, a six (6) month period of assessment, excluding absences, shall apply. An Employee serving an assessment period shall be entitled to all rights and privileges of the Collective Agreement.
- 9.03 When a probationary Employee has been employed for three (3) months, their work performance will be discussed by the Supervisor / PI and the Employee and a written assessment will be provided to the Employee, but this shall not preclude appraisal of performance at other times should the Employer require it.
- 9.04 An Employee shall serve probation only once with the same Principal Investigator.
- 9.05 Credit toward the probationary period shall be given in consideration of time served performing the full scope of the role (e.g., as a Temporary Employee), subject to the consultation and approval of People and Culture.

- 9.06 The purpose of the probationary period is to ensure that Employees have the necessary aptitude, ability, skill, competence, interest, and suitability to perform in the position to which they have been appointed. Being a period of mutual assessment, it also provides the Employee an opportunity to assess the position.
- 9.07 The Supervisor and Employee shall meet to review performance and discuss any areas for development on an ongoing basis. At a minimum, meetings should take place approximately three (3) months and six (6) months post-start date.
- 9.08 The probationary period may be extended based on unsatisfactory performance, attendance and/or conduct, provided the Employee has been given on-going feedback and training on the deficiencies identified by the Supervisor and given opportunity to improve their performance.
- 9.09 The Employer reserves the right to terminate employment at any time during the probationary period. A probationary Employee whose employment is terminated by the Employer shall be given a minimum of two weeks' working notice, or payment in lieu thereof. The dismissal of a probationary Employee shall only be subject to a grievance if such dismissal is exercised in a manner that is arbitrary, discriminatory or in bad faith.

## **Article 10: Seniority**

- 10.01 **Transitional Seniority**
- a. For those Employees who had completed their Probationary Period as of April 1, 2022 and who have been continuously employed pursuant to the definition of Service since that date, the order of their Seniority will be determined pursuant to the Service Date List on April 1, 2022. If two Employees have the same Service date, they will be listed in alphabetical order (last name, first name, initials).
  - b. For those Employees who were hired on or after April 1, 2022 but before the date of the First Contract Award and who have been continuously employed pursuant to the definition of Service until the date of the First Contract Award, the order of their Seniority will be determined pursuant to the definition of Service and the most senior Employee in this group will be listed immediately after the least senior employee in paragraph a.

- c. The process outlined in paragraphs a. and b. will create the Transitional Seniority List effective the date of the First Contract Award and thereafter the Seniority List will be updated as set out in section 10.02 Seniority below.

**10.02 Seniority**

- a. For those Employees hired after the date of the First Contract Award, seniority shall mean the length of the most recent continuous paid employment in the Bargaining Unit.
- b. Where seniority is the determining factor, the Employer shall utilize the Seniority List as agreed to jointly by both Parties pursuant to section 10.08.
- c. Seniority shall be established upon completion of the probationary period and shall commence from the date of hire into the Bargaining Unit.

10.03 Seniority for an Employee working part-time hours shall be pro-rated based on the percentage of full-time hours.

10.04 Seniority is adjusted based on paid service in the Bargaining Unit per Clause 10.01 and 10.02.

10.05 An Employee who proceeds on an approved unpaid leave of absence shall retain the seniority acquired up to and including the last day of work provided that the period of absence does not exceed twelve (12) months. Seniority shall not accumulate during the period of such absence. Approved unpaid leaves of absence of up to ten (10) consecutive Working Days per year shall not affect an Employee's seniority.

10.06 Employees temporarily appointed to a position, or an acting assignment, outside the bargaining unit shall retain seniority for a period not to exceed one (1) year from the date of appointment or assignment.

10.07 An Employee shall lose all accumulated seniority if they:

- a. resign;
- b. retire;
- c. are laid off in accordance with Clause 13.06 – Redeployment
- d. are discharged for just and sufficient cause;

- e. abandon their position by failing to report for duty for five (5) consecutive working days without notifying their Supervisor unless the Employee provides an explanation for such absence which is satisfactory to the Employer;
- f. cease to be employed at the end of their term of employment unless they obtain another position within the bargaining unit within six (6) months.
- g. waive their right to stay on the lay-off and redeployment list; or
- h. are on an unpaid leave of absence for a period in excess of twelve (12) months, or eighteen (18) months if taking pregnancy/parental leave.

#### 10.08 **Seniority and Service Date Lists**

- a. Within six (6) months of the signing of this Agreement and annually thereafter by September 1st, the Employer shall post and shall provide to the Union, a list setting out each Employee's seniority date as of June 30th calculated in accordance with the terms of this agreement and based on records available in People and Culture as of the date such calculations are made.
- b. Upon posting of the initial seniority list, each Employee shall have three (3) months to challenge their seniority date in writing to People and Culture, with evidence of any past paid service in the Bargaining Unit from the effective date of this Collective Agreement (April 1, 2022) which has not been included in the calculations. Otherwise, the seniority list as posted shall be deemed to be correct.
- c. Upon posting of the initial Service date list, each Employee shall have three (3) months to challenge their Service date in writing to People and Culture, with evidence of any past paid employment at the University which has not been included in the calculations. Otherwise, the Service date list as posted shall be deemed to be correct. The Service date list will be updated annually.
- d. Annually thereafter, an Employee, the Union, or the Employer will have thirty (30) Working Days from the date that the list was posted to challenge the seniority date in writing, to People and Culture with evidence of any past paid service in the Bargaining Unit for the applicable year which has not been included in the calculation. Otherwise, the seniority list as posted shall be deemed to be correct.

## **Article 11: Job Classification**

- 11.01 During the term of this Agreement, a Job Evaluation Plan will be developed and established in accordance with Letter of Intent #1 (LOI #1).
- 11.02 Upon request, an employee and/or a union representative will be provided with the following documents related to their position: job description, salary information, and organizational chart.
- 11.03 Until the Job Evaluation Plan is established, for existing positions, if the duties and responsibilities of the employee's position have changed substantively since the start of the employee's current contract, the employee may submit a written request, with rationale, for a position review to the immediate Supervisor / Principal Investigator (PI). The Supervisor will forward the request to People and Culture, who will conduct the position review aimed at assessing whether the current salary is appropriate for the scope of the position. People and Culture will provide a written response to the Employee and the PSAC within fifteen (15) days of the request. If the review determines that the position has changed substantively, People and Culture will make recommendations for an appropriate salary adjustment to the PI. Any salary change (including range where applicable) will be retroactive to the date on which the Employee requested the review. In the event that the Employee and the PSAC disagree with the outcome of the review, the matter will be referred to a joint appeals committee comprised of two representatives appointed by the Bargaining Unit, and two representatives appointed by the Employer, and chaired by the Vice President, People and Culture or designate. If the outcome of the appeals committee is unsatisfactory, the matter may be addressed by a third-party intervention.
- 11.04 Until a job evaluation plan (job classification system) is created, established salary adjustment and job classification processes will continue to be in place for all Employees.

## **Article 12: Official Employee File**

- 12.02 For the purpose of this Article, official Employee files shall be those records pertaining to the employment of individual members of the Bargaining Unit as may be maintained by their current Departments and/or People and Culture.

- 12.03 Employees shall have the right to review their personnel file by submitting such requests in writing to People and Culture. Such information will be provided electronically within five (5) Working Days of receipt of such a request.
- 12.04 Upon request, a representative of the Union shall have the right to examine the personnel file of an Employee in the latter's absence, if such a representative has the necessary permission with an original signature of the Employee.
- 12.05 No anonymous material shall be placed in the Official Employee File.
- 12.06 None of the contents of the Official Employee File shall be released or made available to any person without the consent of the Employee, except when required:
- a. for official University administrative purposes;
  - b. for grievance and arbitration purposes;
  - c. by this Collective Agreement; or
  - d. by law.

## **Article 13: Termination of Employment**

### **Resignation**

- 13.01 Employees will provide as much advance written notice of their resignation as possible, and in no case less than ten (10) Working Days, which shall exclude any scheduled period of vacation. The Supervisor may waive this requirement or may accept a shorter period of notice.
- 13.02 Resignation notice(s) shall be provided in writing to the Supervisor with a copy to People and Culture.

### **Layoff**

- 13.03 Employees who are to be laid off shall be given minimum notice or pay in lieu of notice as follows:
- a. for Employees with ten (10) or fewer years of paid service, twenty (20) Working Days' notice or pay in lieu of notice;
  - b. for Employees with more than ten (10) years of paid service, forty (40) Working days' notice or pay in lieu of notice.
- 13.04 If lay-offs become necessary, such lay-offs shall take place from among those Employees doing similar work under the same Principal Investigator and the



same grant-funded project in the reverse order of seniority, the Employee with the least seniority being laid off first.

- 13.05 In each case a copy of such notice will be sent to the Union.

### **Redeployment**

- 13.06 When an Employee receives a notice of lay-off, their name, address, telephone number, department, classification and seniority date shall be placed on a redeployment/recall list. This list shall be maintained by the Employer, but it shall be the responsibility of the Employee, or laid off Employee, to keep the Employer informed of their current address, email address, and telephone number. The Union shall be provided with the up-to-date redeployment/recall list and shall be advised of changes as they may occur. The name of such an Employee or laid off Employee shall remain on the redeployment/recall list for a period of six (6) months following their last day of work as determined in the lay-off notice, unless they obtain another position.
- 13.07 An Employee on the redeployment list will retain their seniority.
- 13.08 Employees who have been given notice of lay-off shall be given priority redeployment for all positions for which they are qualified, including but not limited to those under the same Principal Investigator, within the same research group, department, or similar, requiring same or similar qualifications, subject to research needs, operational requirements, or academic needs.
- 13.09 If more than one Employee meets the requirements of an available position as per Clause 8.07 - (Job Posting and Appointments), the Employee with the most seniority shall be offered the position in accordance with Clause 10.02 (Seniority).

### **End of Contract**

- 13.10 The Employer shall provide the Employee with written notice of extension at least sixty (60) calendar days prior to completion of the stated term date of the Employees' current appointment except in instances where funding has not been secured by this time.
- 13.11 Employment ends automatically upon completion of the contract, as stated in the letter of appointment, without additional written notice from the Employer. The Lay-off clause will not apply in this case.

### **Employer Initiated Termination**

- 13.12 The Employer reserves the right to terminate the employment of an Employee for just cause. Dismissal for just cause must be conducted in a manner consistent with the Discipline and Discharge Article.

The Employer reserves the right to terminate the employment of a probationary Employee without using the progressive discipline process outlined in the Discipline and Discharge Article. Dismissal during the probationary period must be conducted in a manner consistent with the Probationary Period Article

### **Article 14: Hours Of Work**

- 14.01 Subject to the exceptions noted in this Article, the regular workday and regular work week for Full-time Employees shall be either seven (7) and thirty-five (35) hours or seven and one-half (7.5) and thirty-seven and one-half (37.5) hours respectively, exclusive of meal breaks.
- 14.02 The regular workweek shall usually be five (5) days per week from Monday to Friday inclusive with two (2) consecutive days off and with a minimum of one-half (1/2) hour for a meal break. An Employee may be scheduled by the Employer for a regular work week other than Monday to Friday and other than between the hours of 8:00 a.m. and 6:00 p.m.
- 14.03 The regular work week may be extended for equivalent time off, at a mutually agreed time and subject to operational requirements, if agreed upon by both the Employee, and the Supervisor.
- 14.04 Expectations regarding hours of work should be discussed and mutually agreed to by the Employee and Supervisor as appropriate.

### **Article 15: Overtime**

- 15.01 All work done in excess of an Employee's regular working hours must be assigned and authorized in advance by the Employee's Principal Investigator or Supervisor.
- 15.02 Overtime for Employees shall mean all authorized time of at least fifteen (15) minutes assigned to and worked by such Employees in excess of a regular working day, as defined in the Hours of Work Article.

15.03 The Employer shall:

- a. make every reasonable effort to equitably distribute overtime among qualified Employees in a department taking appropriate account of seniority when making any initial allocation,
- b. give a minimum of one (1) hour's advance notice of overtime as circumstances permit.

15.04 An Employee shall be advised of the form of compensation when overtime is assigned and / or authorized. Overtime shall be paid either at a rate of one and a half (1 ½) times for the hours worked or time off in lieu at a rate of one and a half (1 ½) times for hours worked, provided the granting of such time can be accomplished at no extra cost to the Employer. Such time shall be taken within thirty (30) days of the overtime worked unless mutually agreed otherwise by the Employee and their Supervisor.

15.05 By prior mutual agreement with the Supervisor, an Employee may make up time missed from work which would otherwise be deducted from pay. Such time may be worked in excess of the regular workday and shall not be computed as overtime.

## **Article 16: Call In**

16.01 An Employee called in to work without previous notice outside their scheduled working hours shall be paid as per the *Nova Scotia Labour Standards Code*.

## **Article 17: Sick Leave and Long-Term Disability**

17.01 The end date of the employment contract will remain unchanged by any leave of absence taken, unless mutually agreed otherwise between the Parties.

### **Sick Leave**

17.02 Employees shall accumulate paid sick leave of fifteen (15) Working Days per year, beginning June 1st, pro-rated based on the FTE and duration of contract. Healthcare Appointments are deducted from this accumulated sick leave bank. Paid leaves shall be considered days worked for purposes of this accumulation.

- 17.03 Any unused portion of paid sick leave shall be carried forward to the following year, to a maximum of forty-five (45) Working Days of paid sick leave accumulated at any time.
- 17.04 No Employee shall be disciplined for bona fide use of sick leave.
- 17.05 The Employer may require medical documentation for periods of five (5) consecutive Working Days or longer. Requests for such confidential medical documentation shall be made in writing by a representative of People and Culture. Required medical documentation must be sent to People and Culture.

**Absence Due to Family Illness**

- 17.06 Where no one other than the Employee can provide care for the Employee's child, spouse, parent, or any relative who permanently resides with the Employee who is ill, an Employee shall be granted up to a maximum of five (5) paid Working Days per calendar year for this purpose. Unused Family Illness days cannot be carried over. The Employer may require proof of the need for such leave as they consider necessary. Requests for this leave shall not be unreasonably denied.

**Healthcare Appointments**

- 17.07 The Employer recognizes the need for Employees to periodically visit recognized health care practitioners. Employees shall make every reasonable effort to arrange their medical and dental appointments outside of their regular working hours. Employees must inform their Supervisor in advance of any medical or dental appointment made during working hours. Under this Clause, such Employees need not reveal the nature of the health care appointment. The Employee may utilize sick leave for this purpose, which shall be deducted from the Employee's sick leave bank.

**Long-Term Disability (LTD)**

- 17.08 For Employees who are enrolled in the Long-Term-Disability (LTD) plan, in the event of an ongoing/critical long-term illness, a Qualifying Disability Period (QDP) of 90 calendar days must be served to be eligible for LTD. Depending on availability of the accumulated unused paid sick leave, an Employee may need to apply for Employment Insurance to serve the eligibility period to qualify for LTD.

Employees who work beyond the age of qualification cannot apply for LTD.

- 17.09 If an Employee's position is eliminated while they are on sick leave or LTD, they shall receive notice of lay-off on the same basis as other Employees in accordance with the Layoff Clause.
- 17.10 Employee Accommodation
- a. An Employee experiencing a barrier due to characteristics protected by human rights legislation, may request accommodation in accordance with the Employee Accommodation Policy, as amended from time to time.
  - b. It is the responsibility of the Employee requiring accommodation to self-identify to the Employer. In situations where an Employee seeks accommodation, the Employer and Employee shall meet and make every reasonable effort to reach an accommodation. As per the Accommodation Policy, the Employee may request representation from the Union at this meeting.

## **Article 18: Pregnancy / Parental Leaves**

- 18.01 The end date of the employment contract will remain unchanged by any leave of absence taken unless mutually agreed otherwise between the Employee and the Parties.
- 18.02 Pregnancy leave is leave granted to an Employee who gives birth. Parental leave is granted to an Employee when they adopt a child, for the care of a young child following birth, or when the Employee obtains care or custody of a child for the first time.
- 18.03 A qualified Employee shall be granted pregnancy and/or parental leave(s) consistent in timing and duration with the *Nova Scotia Labour Standards Code*.
- 18.04 The Employer shall not terminate the employment of an Employee because they are pregnant.
- 18.05 Employees who qualify for pregnancy and/or parental leave(s) in accordance with the *Nova Scotia Labour Standards Code* and parental benefits under the *Employment Insurance Act*, and have successfully completed their probationary period, are eligible to receive supplemental parental leave benefits for up to seventeen (17) weeks. The benefit payable by the Employer shall be the difference between 95% of the Employee's salary and the amount they receive from all other combined sources (including but not limited to

Employment Insurance Benefits, and/or parental leave supplementary benefits funded by an external source or agency).

- 18.06 An Employee in receipt of supplemental employment benefits during pregnancy leave and/or parental leave, shall continue to accrue seniority for purposes of lay-off and/or job posting.
- 18.07 Employee may return to work from such leave within the original period of appointment upon giving at least four (4) weeks' notice in writing of their intention to return.
- 18.08 Insured benefit coverage and RRSP contributions can be maintained for pregnancy/parental leaves, provided the Employee pays the total monthly premium cost and/or total RRSP contribution amount for the duration of the leave of absence, subject to qualifying conditions under specific plans.
- 18.09 The *Nova Scotia Labour Standards* requires that if an Employee is taking both pregnancy and parental leaves, the Employee must take one right after the other, and the Employee cannot go back to work between the two leaves.

**Leave for Parent Not Accessing Parental Leave**

- 18.10 Employees who become a parent, including through adoption, but are not taking parental leave benefits under the *Employment Insurance Act*, shall be granted a leave of absence with pay for a maximum of five (5) days after the child comes into their care.
- 18.11 This leave may be granted on non-consecutive days. Employees will also be eligible for additional unpaid leave in accordance with the *Labour Standards Code*.

**Article 19: Other Leaves With Or Without Pay**

- 19.01 The end date of the employment contract will remain unchanged by any leave of absence taken, unless mutually agreed otherwise between the Employee and the Parties.
- 19.02 The Employer will grant other leaves in accordance with the provisions of the *Nova Scotia Labour Standards*.

### **Domestic Violence Leave**

- 19.03 A qualified Employee shall be granted Domestic Violence Leave in accordance with the provisions of the *Nova Scotia Labour Standards Code*. The Employer will provide up to ten (10) weeks paid leave per calendar year.

### **Court Leave**

- 19.04 Leave of absence without loss of pay shall be given to every Employee, who would otherwise be at work, who is required to:
- a. serve on a jury, provided the Employee reimburses the Employer any monies received for sitting on the jury, excluding payment for travel, meals, or other expenses; or
  - b. attend by reason of being a plaintiff or defendant, unless the Employer is a principal party in the action; or
  - c. attend, by subpoena or summons, as a witness in any proceedings held:
    - i. in or under the authority of a court; or
    - ii. before an arbitrator, or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it for the actual time required to give evidence; or
    - iii. before a legislative council, legislative assembly or any committee thereof that is authorized by law to compel the attendance or witnesses before it.

### **Leave for Traditional Indigenous Practices**

- 19.05 An Employee who is Indigenous and who has completed their probationary period shall be granted leave of absence of up to five (5) days per every calendar year, of which three (3) will be with pay, to permit the Employee to engage in traditional Indigenous practices, including:
- a. hunting;
  - b. fishing;
  - c. harvesting
  - d. any practice prescribed by regulation.

For the purposes of this article, an Indigenous person means First Nations, Inuit or Métis. Unless otherwise informed by the Employer, a statement signed by the employee stating that they meet the conditions of this article shall, when delivered to the Employer, be considered as meeting the requirements of this article.

### **Bereavement Leave**

- 19.06 In the event of the death of an Employee's spouse, parent (including step-parent), guardian, child (including step-child), ward, grandparent, grandchild, sibling, parent-in-law, child-in-law, sibling-in-law, or any person for whom the Employee has legal responsibility, or any person permanently residing in the Employee's household or with whom the Employee permanently resides the Employee shall be entitled to up to five (5) days of paid bereavement leave.

### **Article 20: Holidays**

- 20.01 The following are paid holidays for all Employees who are not on unpaid leave.
- a. New Year's Day
  - b. Munro Day
  - c. Good Friday
  - d. Victoria Day
  - e. Canada Day
  - f. Halifax Natal Day
  - g. Nova Scotia Heritage Day
  - h. National Day for Truth and Reconciliation
  - i. Labour Day
  - j. Thanksgiving Day
  - k. Remembrance Day
  - l. Christmas Day
  - m. Boxing Day
  - n. One half holiday to be scheduled by the Employer on a day other than the holidays listed above.
  - o. And any other day that may be legislated by the Federal or Nova Scotia government as a national or provincial holiday.
- 20.02 When one of the above holidays falls on a Saturday or Sunday, the Employer shall declare the preceding Friday or the following Monday to be observed in substitution.
- 20.03 When an Employee is assigned and / or authorized to work on a holiday, as set out in Clause 20.01 they shall be paid at the rate of one and a half (1 ½) times,



for all hours worked. This pay shall be in addition to the regular holiday pay set out in Clause 20.01.

- 20.04 Instead of receiving pay, an Employee who is assigned and /or authorized to work on a holiday shall have the option of receiving time off at a rate of one and a half (1 ½) times for hours worked, provided the granting of such time-in-lieu can be accomplished at no extra cost to the Employer.
- 20.05 Where a holiday which the Employee is entitled to falls within an Employee's vacation period, the holiday shall not be counted as part of the vacation.

#### **Additional Days Off**

- 20.06 The Employer shall select at least two (2) scheduled days off without loss of pay in the period between Boxing Day and New Year's Day in addition to the statutory holidays. If an Employee is required to work on any of these days, they shall be entitled to equivalent time off with pay. This time is to be taken within the next thirty (30) days, unless mutually agreed otherwise by the Employee and their Supervisor / PI.

### **Article 21: Vacation**

- 21.01 The vacation year shall be from June 1 to May 31 inclusive. Employees earn and normally take vacation in the same vacation year.
- 21.02 Vacation shall not be taken during the probationary period. Upon completion of the probationary period, Employees are entitled to their full annual vacation entitlement based on the assumption that their employment will continue to the end of their contract.
- 21.03 Vacation entitlement shall be calculated based on the Employee's continuous compensated service ("CCS") at the University. For the purpose of this Article, CCS shall include all periods of compensated service at the University not broken by more than six (6) months. For greater certainty, an Employee with a break in compensated service of six (6) or more months will receive vacation calculated on their CCS at the University since their most recent date of hire. The Employee is entitled to vacation according to the following:

#### Years of Service

1 up to 5  
5 up to 20  
20 up to 25  
25 years or more

#### Weeks of Vacation

3 (15 Working Days)  
4 (20 Working Days)  
5 (25 Working Days)  
27 Working Days

- 21.04 Annual vacation entitlement shall be pro-rated based on FTE for part-time Employees and the duration of the contract for appointments of less than one (1) year.
- 21.05 Where possible, vacation requests and approvals will be discussed between Supervisor and Employee at least two (2) weeks in advance of the commencement date. Vacation requests shall be made in writing to the Supervisor. A Supervisor will not unreasonably deny vacation requests, nor unduly delay responding to a vacation request. When considering such requests, the Supervisor will take into account operational requirements, requests from other Employees of the team/project and seniority.
- 21.06 All vacation entitlement is expected to be used prior to the end date of the contract. When necessary, the Supervisor and Employee shall agree to schedule any unused vacation to meet this requirement.
- 21.07 In the event of a consecutive appointment, a maximum of five (5) Working Days of unused vacation may be deferred to the following vacation year. The maximum carryover for five (5) Working Days of vacation does not apply when an Employee is commencing a pregnancy and/or parental leave; by mutual agreement with the Employer, they may carry over up to one (1) year's vacation entitlement (based on the length of the leave they are taking and the end date of the contract).
- 21.08 If an Employee is unable to work due to illness or injury, as determined by Accessible Employment, or experiences a bereavement during their vacation, the period of vacation that is impacted shall be replaced by sick leave or bereavement leave, as appropriate.
- 21.09 Any planned vacation that an Employee takes will not be cancelled in the event of an unanticipated university closure as per the Policy on University Closure or Class/Examination Cancellation, as amended from time to time.

**Vacation upon Termination**

- 21.10 In the event of termination by the Employer with due notice, accrued and unused vacation must be paid out.
- 21.11 In the event of resignation by the Employee, where due notice is not provided, payment will be at the minimum prescribed under the applicable *Nova Scotia Labour Standards*, unless the Supervisor agrees to accept less notice

- 21.12 Should an Employee have a negative balance of vacation upon termination or resignation, the Employee shall be required, by payroll deduction or otherwise, to pay back the amount of overpayment of earnings.

## **Article 22: General Leave of Absence Without Pay**

- 22.01 The end date of the employment contract will remain unchanged by any leave of absence taken, unless mutually agreed otherwise between the Parties.
- 22.02 Any general leave of absence without pay will be considered on an individual basis and permission for such leave shall not be unreasonably denied.
- 22.03 Such leave shall not affect seniority accrued prior to the date of leave of absence.

## **Article 23: Employee Benefits**

- 23.01 The Employer offers a comprehensive range of insured or subsidized benefits which are available to Employees with a contract of eight (8) months or more at 50% FTE or more. The group benefit plan for regular full-time and regular part-time employees in effect at the University shall apply for employees who meet the eligibility criteria. Eligibility criteria for Employees with multiple contracts is determined as per MOU #3.
- 23.02 Insured benefit coverage can be maintained for eligible unpaid leave types, provided the employee pays the total monthly premium cost for the duration of the unpaid leave. This understanding is subject to any limitations incorporated in individual plans.
- 23.03 The bargaining unit shall select one (1) Union representative to serve on the Employee Benefit Advisory Committee. Representatives shall request alternates to participate in their absence.

### **Wellness Allowance**

- 23.04 Employees with a contract of eight (8) months or more at 50% FTE or more will receive an annual Wellness Allowance as of April 1 in the amount of \$500.00 to be prorated and paid with their monthly pay. Employees commencing employment within the bargaining unit after April 1 shall receive only the prorated amount.

## **Article 24: Tuition Waiver**

- 24.01 Subject to the conditions set forth in this article, all non-probationary full-time or part-time (50% FTE or greater) Employees with a contract of at least one (1) year shall be entitled to Tuition Waiver up to twelve (12) credit hours in the twelve (12) month period ending August 31 of each year in any Faculty of Dalhousie University.
- 24.02 For purposes of tuition waiver administration "Tuition Fee" shall mean the basic tuition or auditing fee applicable to specific programs and shall include auxiliary fees which are for required instruction but shall exclude any other fees such as international student differential fees, co-op fees, and student union fees.
- 24.03 All requests for tuition waivers must be approved in advance of registration by the Employee's Supervisor and Department Head, or designate.

## **Article 25: Group Registered Retirement Savings Plan (GRRSP)**

- 25.01 Only Employees with a contract of eight (8) months or more at 50% FTE or more have the option to participate in the Group Registered Retirement Savings Plan (GRRSP) at the time of hire. Eligibility criteria for Employees with multiple contracts is determined as per MOU #2.
- 25.02 All employees have the option to participate in the GRRSP at the time of hire. It is mandatory for the Employer to offer the GRRSP and if the employee chooses to contribute, the Employer will match an eligible employee's contribution into the Plan up to a maximum amount of five percent (5%) of the employee's earnings. An Employee shall be able to increase their contribution rate at the time of contract renewal as per the Plan text.

## **Article 26: Professional Development**

- 26.01 The University encourages professional development and personal growth in an environment focused on lifelong learning. Employees are encouraged to maintain their competencies and knowledge through professional development programs.
- 26.02 Any mutually agreed upon professional development activity which impacts the Employee's existing work schedule will be in accordance with the

University's Guidelines for Flexible Work Arrangements and / or the General Leave of Absence Without Pay Article.

## **Article 27: Research, Professional Expenses, Facilities**

- 27.01 Employees shall seek prior approval for all expenses, including travel and mileage, in accordance with applicable University policies, as amended from time to time.

### **Reimbursement for Research / Professional Related Certification and Expenses**

- 27.02 Provided prior approval has been given by the Principal Investigator, and the cost is an eligible expense, the Employee will be reimbursed for certifications, memberships, registrations, licenses, and professional fees.

### **University Facilities**

- 27.03 Employees shall be provided with appropriate facilities, equipment and materials necessary, within reasonable limits as determined by the Principal Investigator, or their designate, to perform their job duties at the University or at their remote work location, when applicable.

### **Directed Attendance**

- 27.04 Where an Employee is required by the Employer to attend conferences, seminars, or training sessions, meetings or courses, time off with pay shall be granted. All eligible expenses shall be paid by the Employer for travel, meals, accommodation, and registrations.

## **Article 28: Technological Change**

- 28.01 The Employer shall inform the Employee and the Union in writing at least one (1) month in advance of the decision to make technological changes that could significantly affect the duties and/or working conditions of the Employee. No Employee will suffer any loss of employment or have their hours reduced because of the introduction of a new technology.
- 28.02 Where the introduction of new technology is required as a component of an Employee's duties, training will be provided at no cost to the Employee. All hours spent in such training shall be considered time worked.

## **Article 29: Confidentiality**

- 29.01 Employees within certain research projects may be required to sign a Confidentiality Agreement(s) and/or Non-Disclosure Agreement(s). This shall occur only as dictated by funding agreements or for the protection of privacy and intellectual property, as per the University's Intellectual Property Policy.
- 29.02 The Employer agrees that Employees may engage in professional activity with the community outside the University, provided that such activity does not conflict or interfere with the Employee's duties or responsibilities to the Employer. Employees shall not represent themselves as acting on behalf of the University. However, nothing shall prevent the Employee from stating the nature and place of their employment at the University.
- 29.03 Any Employee engaging in substantial professional consulting practice or other related employment outside Dalhousie University, shall discuss these activities in advance with their Supervisor, to ensure that it is mutually agreed that these activities are compatible with the University responsibilities of the Employee concerned. The Employer shall not unreasonably deny an Employee's pursuit of outside professional activities.

## **Article 30: Intellectual Property and Academic and Intellectual Freedom**

- 30.01 Intellectual property is governed by the University's Intellectual Property Policy, as amended from time to time.
- 30.02 Dalhousie University recognizes academic and intellectual freedom as indispensable to its purposes. Academic and intellectual freedom is fundamental to the mandate of universities to pursue truth, educate students and disseminate knowledge and understanding. The University must remain the center of such free intellectual inquiry and exchange.
- 30.03 As members of the University community, Employees have responsibilities as well as rights. The right to academic / intellectual freedom carries with it the duty to use that freedom in a responsible way, with due regard to the rights of others. Freedom does not confer legal immunity, nor does it diminish the obligation of Employees to meet the duties and responsibilities of their appointments.
- 30.04 Unless authorized by the Employer, Employees shall not purport to represent the views of the University.

## **Article 31: Professional Conduct**

- 31.01 All members of the University community are expected to aspire to the highest standards of honesty, integrity and ethical behaviour in all aspects of professional conduct. Employees, like all members of the University community, must adhere to the accepted standards of professional conduct, and are obligated to report instances of misconduct, in accordance with the University's policies, as amended from time to time.
- 31.02 There will be no retaliation against Employees who, in good faith, report illegal or unethical behavior, or provide assistance or information in relation to the investigation of an allegation of any misconduct.

## **Article 32: Health And Safety**

- 32.01 The Employer and the Union agree that the protection of the health and safety of Employees and other persons in the workplace is an important matter of mutual concern.
- 32.02 The Employer and the Employees shall comply with all of the provisions of the *Nova Scotia Occupational Health and Safety Act* (hereinafter the "Act") as well as all applicable federal, provincial and municipal health and safety legislation and regulations, and the University's Environmental Health and Safety Policy, as amended from time to time.
- 32.03 The Union may, from time to time, bring to the attention of the Employer any suggestions regarding health and safety and any other suggestions for improvements in conditions of work.

### **Environmental Health and Safety Committees**

- 32.04 The Employer and the Union are committed to providing a safe working environment and will comply with the Terms of Reference of the Environmental Health and Safety Committees, as amended from time to time.
- 32.05 The Bargaining Unit may select one (1) Employee representative to serve on the Halifax committee and one (1) Employee representative to serve on the Agricultural Campus committee, when applicable. Representatives shall request alternates to participate in their absence.

### **Article 33: Joint Labour Management Committee**

- 33.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Joint Labour-Management Committee (the "Committee") consisting normally of three (3) representatives from each Party.
- 33.02 The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communication, cooperation, understanding, and confidence between the Parties. For clarity, the Committee shall not have the power to intervene in collective bargaining.
- 33.03 The Committee shall meet whenever the need arises and shall endeavour to schedule a meeting promptly following notice from either the Employer or the Union that a meeting is desired, but in any event, at least once per calendar year.
- 33.04 The Committee shall have Co-Chairpersons appointed by the respective Parties.
- 33.05 The keeping and format of minutes shall be at the discretion of the Committee.
- 33.06 The Committee shall additionally function as a forum in which the Employer shall advise the Union of anticipated or actual policy changes which may have a major impact on the Bargaining Unit.

### **Article 34: Discipline And Discharge**

- 34.01 The Employer shall not discipline, suspend or discharge an Employee without just and sufficient cause.
- 34.02 The disciplinary actions that may be taken by the Employer shall be in accordance with the principles of progressive discipline and be reasonable and commensurate with the seriousness of the violation. Progressive discipline normally follows these steps:
  - a. verbal reprimand;
  - b. written warning;
  - c. suspension; and



d. termination.

- 34.03 Discipline, where warranted, shall only be imposed at a meeting with the Supervisor and a person designated by the Employer convened for this purpose. Employees shall be given at least forty-eight (48) hours' notice of such a meeting and shall be offered to be accompanied at this meeting by a representative of the Union. Employees are entitled to be heard at such a meeting and shall be entitled to append comments to any disciplinary letter.
- 34.04 A copy of any disciplinary letter shall be provided to the Union within three (3) Working Days of such a meeting.
- 34.05 Where an Employee alleges that they have been disciplined or discharged in violation of Clauses 34.01, 34.02 and 34.03, a grievance may be lodged in accordance with the Grievance Procedure article, provided that, in the case of a discharge, a grievance may be lodged at Step Two of the grievance procedure.
- 34.06 Where it is determined that an Employee has been disciplined or discharged without just cause, all records held by the Employer dealing with such discipline or discharge shall be removed from the files and destroyed.
- 34.07 The Employer shall provide liability coverage of an Employee's liability while performing duties or tasks required and authorized by the Employer. Such liability coverage shall be within the terms and conditions of the insurance policies of the Employer.
- 34.08 If notice of termination has been given in accordance with this article, the Employer shall pay the Employee all pay to which the Employee is entitled at the expiry of the period of notice.

#### **Disciplinary Records**

- 34.09 An Employee's disciplinary record shall be removed from their file after the Employee works for eighteen (18) calendar months provided no further disciplinary action has been recorded during this period. If the Employer is required to investigate allegations concerning an Employee prior to the expiry of the eighteen (18) calendar months of work, the disciplinary record of the Employee will be maintained until the investigation is completed.
- 34.10 The Employer shall initiate disciplinary action within twenty-one (21) Working Days after the date of the Employee's alleged infraction, or of its coming to the attention of the Employer, or of the Employer's alleged source of

dissatisfaction with the Employee. The time limits specified herein may be extended by mutual agreement of the Parties.

- 34.11 The Employer shall not introduce as evidence in a disciplinary meeting any document from the file of an Employee, the content of which the Employee was not aware.

### **Article 35: Grievance Procedure**

- 35.01 The Parties acknowledge that early discussions and resolution of disputes between the Employee and their Supervisor are encouraged as this is the key to maintaining a positive working relationship. Similarly, the Parties recognize the need to share information and openly discuss options for resolution at all levels of the grievance procedure. This will ensure a common understanding of all the facts and will enhance the possibility of a mutually acceptable resolution.
- 35.02 For the purpose of this Collective Agreement, a grievance shall be defined as any dispute arising out of the interpretation, application, administration, or alleged violation of the specific terms of this Collective Agreement.
- 35.03 The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting grievances, and the Employee shall be entitled to be present at every step of the grievance procedure.
- 35.04 The Employee and a representative of the Union who accompanies this Employee under this Article will not suffer a loss of pay as a result of attendance at meetings between the Employer and the Employee as provided for under this Article. Both the Employee and the representative of the Union will provide as much advance notice as possible to their Supervisor(s) of any such meetings that conflict with their responsibilities.
- 35.05 No Employee shall be disciplined for exercising their right to present a grievance as provided in this Collective Agreement or for exercising their rights under the Nova Scotia Trade Union Act.
- 35.06 After a grievance has been filed, negotiations of the grievance shall take place exclusively between the Employer and the Union. The resolution of any grievance shall require agreement between the Employer and the Union.

- 35.07 No grievance shall be defeated or denied by any technical objection occasioned by a clerical or typographical error.
- 35.08 The time limits set out in this Article shall be strictly adhered to unless extended by mutual agreement between the Employer and the Union.

**Informal Discussion**

- 35.09 Before a grievance is filed, and whenever it is possible, the Supervisor shall be given the opportunity to resolve the matter in accordance with the following:
- a. The Employee may initiate an informal discussion by making a written request for a meeting. This request shall be provided to their Supervisor, with a copy to the Principal Investigator and the Director of Labour and Employee Relations or their Designate, within twenty-one (21) Working Days after its occurrence, or from the date the Employee ought reasonably to have been aware of the occurrence of the circumstance giving rise to the matter.
  - b. The discussion shall take place within five (5) Working Days of receipt of the written request, and shall include the Employee, a representative of the Union if the Employee wishes, their Supervisor, and the Director of Labour and Employee Relations, or their Designate. If requested, the Supervisor shall give a reply in writing within five (5) Working Days of the discussion.
  - c. The Parties agree that this meeting may take place by teleconference.
  - d. The time limits specified in this Article may be extended by mutual agreement of the Parties.

35.10 **Step One**

- a. If the matter is not resolved by the informal discussion process provided for by Clause 35.09 above, a grievance shall be submitted in writing to the Principal Investigator's supervisor or their Designate, and copied to the Director of Labour and Employee Relations, or their Designate and to the Supervisor, within ten (10) Working Days of the response provided for in Clause 35.09 above. The grievance shall outline the facts of the grievance, the Article(s) of the Collective Agreement alleged to have been violated, and the relief sought. It shall be signed and dated by the Employee and a representative of the Union.
- b. The Employer shall convene a meeting of the Parties, including the Director of Labour and Employee Relations or their Designate, within ten (10) Working Days of the receipt of the grievance, and shall respond

to the grievance in writing within seven (7) Working Days of this meeting. The Employee shall be accompanied and/or represented by a representative of the Union at this meeting.

- c. Where the knowledge of the perceived violation was not available to the Union, these time limits shall be extended to the date at which the Union reasonably ought to have become aware of the violation.

### **Step Two**

- 35.11 The Union (or the Employer in the case of an Employer grievance) may refer the grievance to arbitration by written notice within thirty (30) Working Days of an unsatisfactory response at Step One provided for in Clause 35.10 above.

### **Group or Union Policy Grievances**

- 35.12 A Group grievance is one involving two or more Employees. A Union Policy grievance is a grievance involving the Union as a whole. Such grievances shall be initiated at Step One of the grievance procedure and shall then follow the process in Clause 35.10 above.

### **Employer Grievance**

- 35.13 An Employer grievance shall be submitted to the President of the Union and shall be initiated at Step One of the grievance procedure. The Union shall convene a meeting of the Parties within ten (10) Working Days of receipt of the grievance and shall respond to the grievance in writing within seven (7) Working Days of this meeting.

### **Suspension and Discharge Grievances**

- 35.14 A disciplinary suspension or discharge grievance shall be initiated at Step One of the grievance procedure.

## **Article 36: Arbitration**

- 36.01 Any grievance alleging a violation of this Collective Agreement, including any question as to whether a matter is arbitrable, which has been processed but not settled through the grievance procedure may be submitted to arbitration in accordance with this Article.
- 36.02 The Party applying for arbitration shall provide the responding Party with a list of up to four (4) Arbitrators for consideration. Within ten (10) Working Days of the receipt of the list of recommended Arbitrators, the other Party will either accept one (1) Arbitrator from the list or submit a list of up to four (4) Arbitrators to the aggrieved Party for consideration. If no sole Arbitrator can be

agreed on from this list within a further ten (10) Working Days, either Party may request the Minister of Labour to appoint an Arbitrator.

- 36.03 The Arbitrator shall have all the powers vested in them by the Nova Scotia Trade Union Act and by the Collective Agreement, including, in the case of discipline or discharge, the power to substitute for the discipline or discharge such other penalties that the Arbitrator feels just and reasonable in the circumstances.
- 36.04 The Arbitrator shall not have any power to change, modify, or alter the terms of the Collective Agreement.
- 36.05 The Employer and the Union shall equally share the cost of the Arbitrator. The grievor(s) and Employees and/or Union officers who are required to attend arbitration proceedings as witnesses or representatives shall be given leave with regular pay and without loss of benefits in order to do so.

## **Article 37: Union Rights**

### **Information**

- 37.01 The Employer shall provide the Union with a list of all Employees three (3) times per year, normally in March, July, and November. Such list shall include first name, last name, start date of appointment, end date of appointment, academic unit, salary, full-time equivalence, job title, and Dalhousie email address, and if provided by the Employee, mailing address and telephone number. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit for Union business.

### **Facilities**

- 37.02 The Employer shall provide a dedicated office space to the Union.
- 37.03 The Employer shall provide the Union with suitable meeting rooms for meetings of the Union as required, on the same basis as voluntary organizations within Dalhousie University, provided reasonable notice is given, and space is available.
- 37.04 The Union shall have the right to post information to its members on electronic and physical public posting boards.

- 37.05 The Employer recognizes the right of every Employee to participate in any lawful activity of the Union. The Employer shall not unreasonably deny the opportunity for Employees to participate in such activities, provided Employees give advance notice of a minimum of two (2) Working Days to their Supervisor, where possible.

**Union Access to Employees**

- 37.06 The Employer recognizes the right of designated representatives of the Union in addition to the Union's regional office staff to have access to the premises of the University for reasonable consultation with members and Local officers, to address Union meetings, and to participate in discussions, grievance meetings and negotiations with the Employer, provided such meetings are planned in advance.

**Union Representation**

- 37.07 Employees covered by this Collective Agreement shall be entitled to Union representation at any meeting convened with the Employer pursuant to an Article in this Collective Agreement.
- 37.08 The Union may attend all Senate meetings, Board meetings and other public consultations on matters of policy and/or conditions of employment.
- 37.09 Any changes to the University's policies, procedures, and guidelines that are relevant to the terms and conditions of employment will be communicated to Employees, and to the Union.

**Article 38: Union Security**

- 38.01 The Employer shall advise Employees that they are included in the Bargaining Unit represented by the Union and that their employment is subject to the terms and conditions set out in this Collective Agreement. The Employer shall provide new Employees with a link to the union membership card included with the letter of appointment.
- 38.02 When a new Collective Agreement has been signed, the Employer shall post the text of the Collective Agreement on its website, with a printed or electronic copy available through the People and Culture Department at the Employee's request.

- 38.03 The Employer normally holds monthly orientation sessions (except in the month of December) for new Employees. The Employer shall advise Employees of the orientation sessions in their letter of appointment.

### **Article 39: Time Off for Union Business**

- 39.01 Employees serving on the Union Executive Committee or serving as a Union officer shall be granted leave with pay for a maximum of twelve (12) days annually in order to serve the Union, participate in Union education or training programs, or attend Union conferences or conventions. Where leave with pay is granted under this Article, PSAC will reimburse the Employer for the salary costs of the Employee during the period of approved leave with pay.
- 39.02 The Employer, upon written notification by the Union, will grant time off with pay for up to five (5) Employees of the Bargaining Unit to participate in the collective bargaining process with the University. PSAC will reimburse the Employer for the salary costs of the Employee during the period of approved leave with pay.
- 39.03 Requests for leave outlined in this Article will be made in advance, in writing, and must be approved by the Employee's Supervisor. Such requests shall not be unreasonably denied.
- 39.04 Where operational requirements permit, an Employee who has been elected or appointed to a full-time office of the PSAC, or the Local Union shall be granted a leave of absence without pay.

### **Article 40: Union Deductions / Dues Check-Off**

- 40.01 The Employer agrees to deduct on a monthly basis an amount equal to the Membership Dues and any assessments of the Union from the salary of each Employee and shall remit the amount deducted to the Union by the 15th day of the month following the month in which the deductions were made. The Union shall provide the Employer with up-to-date direct deposit information, and dues shall be remitted by electronic transfer.
- 40.02 Such remittance shall be accompanied by an electronic spreadsheet that includes a unique identification number for each Employee in the Bargaining Unit from whose salary the deductions have been made, as well as the Employee's name, department or faculty and full-time equivalency. Other

details can be added to the spreadsheet by agreement between the Employer and the Union.

- 40.03 Where an Employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent earnings.
- 40.04 Deductions from pay for each Employee for each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 40.05 The Employer shall provide a statement of Union dues deducted for each calendar year on the Employee's T4 statement.
- 40.06 The Union must provide at least sixty (60) calendar days' written notice to the Employer of any change in the monthly Membership Dues or assessments.

#### **Article 41: Pay Administration**

- 41.01 Employees shall be paid on a monthly basis.
- 41.02 For the life of this Collective Agreement, established salary adjustment, pay administration, and job classification processes as per Article 11 - Job Classification will continue. All annual cost of living adjustments will be in accordance with those negotiated in this Collective Agreement.
- 41.03 Upon initial appointment, a new employee shall be paid at the rate deemed appropriate by the Employer, acting fairly and reasonably, taking into consideration the employee's relevant qualifications and related work experience.

#### **Article 42: Duration of Agreement**


- 42.01 This Agreement shall be in effect for a term beginning April 1, 2022, to and including March 31, 2026, and shall be renewed thereafter unless either party gives to the other party notice in writing consistent with Section 34 of the *Trade Union Act of Nova Scotia*, that it desires to amend its provisions.



## Letter of Understanding - Remote Work

The Parties are committed to the successful ongoing application of the University's Flexible Work Guidelines and agree to discuss opportunities for improving the application of the guidelines at the Joint Labour Management Committee. This includes a commitment to establishing parameters for providing appropriate notification when an Employee's remote or hybrid work arrangement is modified or terminated.

For the Employer



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Sundari Pashupathi

Date: July 28, 2025

For the Union



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Hassan Hussein

## **Letter of Intent - Job Classification**

**BETWEEN**  
**DALHOUSIE UNIVERSITY**  
**- and -**  
**PUBLIC SERVICE ALLIANCE OF CANADA**

WHEREAS the Employer has not been operating with a job classification system for the Grant-Paid Employees, and

WHEREAS the PSAC advocates the use of job classification systems compliant with legal requirements and the principles of pay equity, and

WHEREAS the Parties recognize the benefits of a mutually established job classification system,

THEREFORE, the Parties agree to add two (2) representatives chosen by the Union after the signing of the Collective Agreement, to the Job Design Steering Committee (JDSC) responsible for jointly developing a Job Evaluation tool and structure applicable to all positions within the bargaining unit. The development and implementation of the new system will be guided and agreed upon by the JDSC.

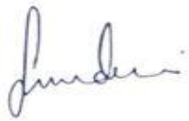
**IT IS AGREED THAT:**

1. The employees who participate as Committee Members do so without loss of salary, including preparation for and attendance at meetings. All Committee Members shall respect the confidentiality of the proceedings and shall not prematurely release the results of the new system of classification as it pertains to individual employees or positions. The results of the new system of classification as it pertains to individual positions shall be released simultaneously to all employees in the Bargaining Unit.
2. The Job Evaluation plan will comply with all relevant legislation and regulations.
3. The Employer will make available to the JDSC consulting services deemed necessary as required to carry out its activities. Such a consultant must have a proven record in ensuring both the elimination of gender bias and meeting pay equity requirements; and the PSAC will assign a PSAC Classification Officer to advise the PSAC members of the committee.
4. In finalizing the jointly developed classification system in the next round of collective bargaining the Parties will negotiate any additional conversion rules as deemed appropriate, the point boundaries, the number of levels, the classification grievance procedure, the conversion rates of pay, as well as processes for the

subsequent on-going review of existing position classifications, the classifications of new positions and reviewing requests for reclassification and any other matter which the Parties agree is required.

This Letter of Intent will be deemed to be part of the Collective Agreement.

For the Employer



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Sundari Pashupathi

For the Union



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Hassan Hussein

Date: July 28,, 2025

## **Memorandum of Understanding #1 - Field Work/Ship Time**

**BETWEEN:**  
**DALHOUSIE UNIVERSITY**  
**- and -**  
**PUBLIC SERVICE ALLIANCE OF CANADA**

*Re: Field Work / Ship Time*

The above-named parties agree as follows:

Employees may be required to participate in field work or at-sea missions which involves working outside of normal business hours at a location outside of normal workspace. For such situations, the following applies:

### **Adjusted work week**

For work performed outside of normal working hours, the Employee's regular work week will be adjusted with a minimum of twenty (20) Working Days' notice.

### **Lieu Time**

For work performed in excess of regular daily working hours of seven (7) or seven and one-half (7 ½), Employees will receive equivalent time in lieu. Lieu time must normally be taken within thirty (30) calendar days of accrual once approved by the Supervisor. If it is not operationally feasible to be taken within the thirty (30) calendar days, it shall be scheduled by mutual agreement. Lieu time must be pro-rated based on the position's FTE and must be used by the end of the term appointment.

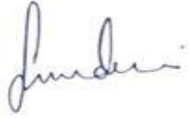
### **Lieu Time - Ship Time**

For consecutive/continuous time on duty involving overnight(s) at sea, Employees will receive one-half (1/2) Working Day for every twenty-four (24) hours on a vessel. In the event of extended time at sea (more than fourteen (14) days), a one-time equivalent exception payment may be issued instead of time in lieu. Such situations will be addressed on a case-by-case basis by the PI.

For multi-day at-sea missions that allow for return to land each night:

- Monday through Friday (or five (5) consecutive working days): one (1) working day in lieu
- For working over a complete weekend (Saturday + Sunday): one (1) working day in lieu

For the Employer



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Sundari Pashupathi

Date: July 28, 2025

For the Union



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Hassan Husseini

## **Memorandum of Understanding #2 - Group Registered Retirement Savings Plan**

**BETWEEN:**  
**DALHOUSIE UNIVERSITY**  
**- and -**  
**PUBLIC SERVICE ALLIANCE OF CANADA**

*Re: Eligibility for Group Registered Retirement Savings Plan (GRRSP) for Employees with cumulative FTE of fifty percent (50%) and contract length of eight (8) months or more*

This Memorandum of Understanding (MOU) sets forth the agreement between Dalhousie University and the Public Service Alliance of Canada regarding the Group Registered Retirement Savings Plan (GRRSP) for Regular Full-Time and Regular Part-Time Employees per Article 25 - GROUP REGISTERED RETIREMENT SAVINGS PLAN (GRRSP).

### **Terms and Conditions:**

1. Eligibility Criteria: Eligibility for the GRRSP is conditional upon the following:
  - a. The Employee must be employed on a full-time or part-time basis, with cumulative employment at fifty percent (50%) or more Full-Time Equivalent (FTE) in one or more positions, and
  - b. Cumulative employment must have continued or be anticipated to continue for a period of eight (8) months or more.
2. Tracking Employment Status: Both the Employer and the Union have a shared responsibility to track the employment status of Employees for the purpose of providing benefits under the group benefit plan.
3. Enrollment Process: Should an Employee provide documentation proving their eligibility based on:
  - a. Cumulative employment at fifty percent (50%) FTE or more, and
  - b. An overlap of eight (8) months or more between cumulative contracts.  
The Employee will be able to enroll in the GRRSP program.

4. Employer Responsibilities:

- a. The Employer shall ensure that eligible employees are informed about their eligibility for the group benefit plan.
- b. The Employer shall facilitate the enrollment process for eligible Employees who provide the necessary documentation.

5. Union Responsibilities:

- a. The Union shall assist its members in understanding the eligibility criteria and the enrollment process.
- b. The Union shall work with the Employer to ensure that Employees' employment status is accurately tracked.

This MOU shall be effective as of the date of the First Collective Agreement Award and shall remain in effect until amended or terminated by mutual agreement of both parties.

For the Employer



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Sundari Pashupathi

For the Union



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Hassan Husseini

Date: July 28, 2025

## **Memorandum of Understanding #3 - Benefits**

**BETWEEN:**  
**DALHOUSIE UNIVERSITY**  
**- and -**  
**PUBLIC SERVICE ALLIANCE OF CANADA**

*Re: Eligibility for insured benefits for employees with cumulative FTE of fifty percent (50%) and contract length of eight (8) months or more*

This Memorandum of Understanding (MOU) sets forth the agreement between Dalhousie University and the Public Service Alliance of Canada regarding the group benefit plan for Regular Full-Time and Regular Part-Time Employees per Article 23 - EMPLOYEE BENEFITS.

**Terms and Conditions:**

1. **Benefit Plan Coverage:** The group benefit plan for Regular Full-Time and Regular Part-Time Employees in effect at Dalhousie University shall apply to Employees who meet the eligibility criteria set forth in this MOU.
2. **Eligibility Criteria:** Eligibility for the group benefit plan is conditional upon the following:
  - a. The Employee must be employed on a full-time or part-time basis, with cumulative employment at fifty percent (50%) or more Full-Time Equivalent (FTE) in one or more positions, and
  - b. Cumulative employment must have continued or be anticipated to continue for a period of eight (8) months or more.
3. **Tracking Employment Status:** Both the Employer and the Union have a shared responsibility to track the employment status of Employees for the purpose of providing benefits under the group benefit plan.
4. **Enrollment Process:** Should an Employee provide documentation proving their eligibility based on:
  - a. Cumulative employment at fifty percent (50%) FTE or more, and



- b. An overlap of eight (8) months or more between cumulative contracts.  
The Employee will be able to enroll in the insured benefits program.

5. Employer Responsibilities:

- a. The Employer shall ensure that eligible Employees are informed about their eligibility for the group benefit plan.
- b. The Employer shall facilitate the enrollment process for eligible Employees who provide the necessary documentation.

6. Union Responsibilities:

- a. The Union shall assist its members in understanding the eligibility criteria and the enrollment process.
- b. The Union shall work with the Employer to ensure that Employees' employment status is accurately tracked.

This MOU shall be effective as of the date of the First Collective Agreement Award and shall remain in effect until amended or terminated by mutual agreement of both parties.

For the Employer



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Sundari Pashupathi

For the Union



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Hassan Hussein

Date: July 28, 2025

## **Memorandum of Understanding #4 - Legacy Employees**

**BETWEEN:**  
**DALHOUSIE UNIVERSITY**  
**- and -**  
**PUBLIC SERVICE ALIANCE OF CANADA**

"Legacy Employees" are Employees who were hired into a current bargaining unit position prior to the date of the Award.

*Re: Legacy Employees*

The parties agree as follows:

Legacy Employees shall retain insured benefit premium arrangements, defined benefit pension plans, paid leaves, and vacation accrual ("Retained Benefits") they enjoyed prior to the date of the Award, if those benefits exceed the benefits provided within this Collective Agreement. In order to maintain such benefits, they must submit substantiating written evidence to People and Culture by three months after the date of this Award, and People and Culture must be able to substantiate these benefits. Notwithstanding the foregoing, Legacy Employees in the following four groups may also retain established practices defined within existing operational handbooks administered by the following:

Canadian Centre for Vaccinology (CCfV)

Ocean Tracking Network (OTN)


Ocean Frontier Institute (OFI)

Dallaire Institute for Children, Peace and Security

Legacy Employees who are currently part of a salary structure which includes established increases beyond those agreed between the Employer and the Union as set out in Appendix A - Economic Adjustments, such as merit-based pay or step increments, will remain entitled to these adjustments until the expiry of the first Collective Agreement. Legacy Employees shall not be entitled to receive Economic Adjustments as set out in Appendix A unless they are receiving less than the Economic Adjustments set out in Appendix A. For greater certainty, upon the expiry of this Collective Agreement, any salary structures or merit-based pay or step increments will only continue thereafter until a new Collective Agreement is concluded.

Any new Employee hired after the date of the Award will not be considered Legacy Employees. The University will provide a list of Legacy Employees with their Retained Benefits to the Union annually.

For the Employer



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Sundari Pashupathi

For the Union



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Hassan Hussein

Date: July 28, 2025

## **APPENDIX A - Economic Adjustments**

The following wage rates shall apply:

**April 1, 2022          lump sum of 0.5%**

**April 1, 2023          lump sum of 1%**

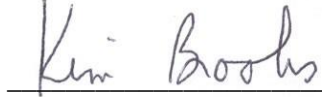
**April 1, 2024          lump sum of 3.5%**

April 1, 2025 wage adjustment of 2.5% for those employees who did not receive an increase on April 1, 2025 or after, until the date of the Award. Employees receiving an increase of less than 2.5% during the period shall receive the difference, i.e. if the employee received a 1 % increase, they will receive 1.5% retroactive to April 1, 2025.

This contract was signed in Mi'kma'ki, the ancestral and unceded territory of the Mi'kmaq People. DATED at Halifax Regional Municipality, in the Province of Nova Scotia, this 28th day of July, 2025.

SIGNED in the presence of:

DALHOUSIE UNIVERSITY



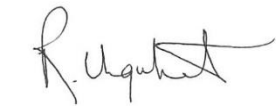
Kim Brooks, President



Sundari Pashupathi



Miriam Breslow



Robin Urquhart



Lisa Morrison



Mark Obrovac



Bobbi Bowering

PUBLIC SERVICE ALLIANCE OF CANADA



Chris Di Liberatore, Regional Executive Vice-President, Atlantic



Hassan Hussein



Jarman Ley



Matt Stoyek