

MEMORANDUM OF UNDERSTANDING
B E T W E E N
PUBLIC SERVICE ALLIANCE OF CANADA
(“Union”)
and
DALHOUSIE UNIVERSITY
("Employer")

Collectively referred to as the “parties”

RE: Wage increases during the statutory freeze period

WHEREAS the Public Service Alliance of Canada was certified on February 24, 2022, as the bargaining agent for all full time and regular part time employees of Dalhousie University who work in or out of Halifax, and for whom a majority of their wages from Dalhousie University is derived from internal and/or external grants, or other external funding, but excluding those covered exclusively by another collective agreement, employees covered by the Dalhousie Professional and Managerial Group (“DPMG”), casual employees, full-time students, internship and co-op students, undergraduate and graduate student research assistants, student summer seasonal employees who are enrolled in a degree-granting program, and those excluded by s.2(2) of the *Trade Union Act* (the “Bargaining Unit”).

AND WHEREAS Principal Investigators are the University representatives who manage the grants and set terms and conditions of employment subject to direction from Dalhousie University Human Resources department;

AND WHEREAS employees in the Bargaining Unit sign individual contracts that set out their terms and conditions of employment including salary increases and thus there is no single wage grid that applies to employees in the Bargaining Unit regarding their hourly rates, salaries or increases to the hourly rates or salaries;

AND WHEREAS the Union served Notice to Bargain on February 25, 2022 in accordance with the Nova Scotia *Trade Union Act*;

AND WHEREAS the parties are currently discussing dates for bargaining to commence;

AND WHEREAS on May 12, 2022, Dalhousie University issued a memorandum to all Principal Investigators informing them that they should not increase or decrease rates of pay unless they obtain permission from the Nova Scotia Labour Board;

AND WHEREAS on May 26, 2022, the PSAC wrote to Dalhousie University asserting that the Employer's actions were in violation of the *Trade Union Act*;

AND WHEREAS on July 15, 2022, the Union filed a complaint under section 36(1) of the *Trade Union Act* alleging a violation of the statutory freeze provisions (the "Complaint");

AND WHEREAS the parties wish to resolve the dispute regarding wage increases during the statutory freeze period on a without prejudice or precedent basis;

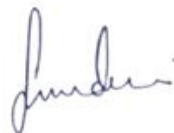
NOW THEREFORE, the parties agree to the following terms and conditions:

1. For the duration of the statutory freeze period, Principal Investigators will continue to determine and implement wage increases in the normal course and in accordance with past practice, taking into consideration those factors historically considered.
2. Any wage increases provided to bargaining unit members under paragraph 1 will be without prejudice and will be implemented on the date the increase would have been implemented pursuant to past practice or the employee's contract subsequent to February 25, 2022, when Notice to Bargain was served. For greater certainty, any increases that were not made that would have been made but for the Notice to Bargain will be implemented retroactively to the usual date of increase.
3. For the purpose of collective bargaining and considering proposals for standardization of wages and any wage increases, the increases made after the Notice to Bargain may be taken into consideration.
4. Within five (5) working days from the signing of this Memorandum of Understanding, Dalhousie University will issue a memo to all Principal Investigators informing them of this Memorandum of Understanding.
5. Upon signing of this Memorandum of Understanding by the parties, the Union will request the Complaint be held in abeyance. This Memorandum of Understanding is without prejudice to the rights of the parties to proceed with the Complaint under the *Trade Union Act* to resolve disputes arising from its implementation.

Dated this 12 day of AUGUST, 2022



For the Union



For the Employer