

File: 2122-U0055-3 February 16, 2024

TO: All PSAC members working as postdoctoral fellows at Dalhousie University

RE: Ratification of tentative agreement

Friday, February 9th, after 15 months of negotiations, your bargaining team reached a tentative agreement with Dalhousie University for a new collective agreement for postdoctoral fellows. The agreement addresses core goals set by our bargaining team at the outset of negotiations. Highlights of the agreement and a copy of the new language is below. A full explanation of the new agreement will be provided at ratification meetings held virtually at the following dates/times:

- 1. Tuesday, February 20 at 12pm
- 2. Tuesday, February 20 at 6pm
- 3. Wednesday, February 21 at 3pm
- 4. Thursday, February 22 at 10am
- 5. Thursday, February 22 at 12pm

Members will have two choices on the ballot - a yes vote in favour of ratification of the agreement, or a no vote to reject the agreement.

HIGHLIGHTS OF TENTATIVE AGREEMENT

Duration of Agreement

• This is a four-year collective agreement with an expiration date of December 31, 2025.

Wages

- Employees shall be entitled to a minimum annualized salary from all combined sources of \$45,000 on January 1, 2024 to be paid retroactively to all active employees, and \$50,000 on January 1, 2025
- Employees shall be entitled to a general wage increase of 1% on January 1, 2024 to be paid retroactively to all active employees, and 2.5% on January 1, 2025

Union Security

• Employer shall provide new postdocs with a link to the union membership card included with the letter of appointment

Respectful Engagement

 Updated protections against discrimination and harassment to reflect the Nova Scotia Human Rights Act and expanded protections in line with those of other unionized employees at the university

Job Postings and Appointments

- Minimum contract length of 1 year except in particular circumstances
- Improvements to letter of appointment

 Notice of contract extension of at least 60 calendar days except where funding has not been secured

Probationary Period

• Proper feedback and time to improve given to postdocs during probation

Hours of Work

- Time off in lieu for all hours worked beyond 40h/week
- Process for taking this compensatory leave

Evaluations and Employee Relations

- Consistent job evaluations
- Opportunity for exit interviews

Discipline and discharge

• Removal of disciplinary records from personnel file after 18 months rather than 24

Outside Professional Activities

• Removal of current limits on outside professional activities

Vacations

• Increased vacation from 15 days/year to 20 days for those with 2 or more years of service

Paid Holidays

Added National Day of Truth and Reconciliation

Leaves of Absence

- New paid leave of 1 week for surgery, hospitalization and serious illness
- Supplemental parental leave benefit improvement to 100% of postdoc's salary rather than 100% of minimum floor salary, as well as option for further unpaid leave
- Additional persons added to bereavement leave, gender neutral language and ability for employer to grant additional leave
- Improvements to union leave including increase from 5 to 12 days per year and salary continuance
- New leave with pay for postdocs participating in labour proceedings/meetings
- New paid leave for family illness of up to 5 days
- New paid leave for domestic leave of up to 2 weeks

New Article – Termination of Employment

- Notice of postdoc resignation of 10 days
- Deemed resignation for an employee who is absent from work without approval or justification for more than 10 consecutive days
- Dismissal only for just cause
- If employer ends contract early, postdoc receives at least 4 weeks' notice or pay in lieu, with benefits continuance

New Article – Training and Professional Development

 Employer shall provide appropriate onboarding for postdoc to carry out their job duties and responsibilities

- · Commitment by employer to training and professional development of postdocs
- Time spent engaging in professional development activities shall be considered time worked, except in instances where those activities are performed as part of a separate employment contract (for example, a part-time instructor position)
- Postdocs may be appointed with Adjunct (Scholar) FGS Membership requests shall not be unreasonably denied

New Article – Technological Change

- No loss of employment or hours due to new technology
- Training on new technologies

Health Benefits

- Additional enhanced mental health benefit (coverage at 80% to a combined max of \$1500 per coverage year for the services of psychologists, social workers, clinical counsellors, psychoeducators, and psychotherapists) for increase in monthly premiums of \$1.18/month for individuals and \$2.82/month for families.
- Increase to Health Care Spending Account from \$400 to \$500 per year, effective July 1, 2024.

Your bargaining team, consisting of:

- Matthew Stoyek Bargaining Team Member
- Val Webber Bargaining Team Member
- Robyn Wright Bargaining Team Member
- Erin Sirett PSAC Negotiator

unanimously recommends the acceptance of the tentative agreement.

In Solidarity,

Christopher Di Liberatore Regional Executive Vice-President, Atlantic

cc. Laura Haywood, Regional Political Action and Communication Officer, Atlantic Negotiations Section Dan Fisher, A/Director, Representation and Legal Services Branch Holmann Richard, Regional Coordinator, Atlantic Reine Zamat, Supervisor, Membership Administration Megan Whitworth, Administrative Assistant, Membership Administration ROB National Mobilization Chantal Wilson, Member Information Officer Louise Casselman, Social Justice Fund Officer Laura Avalos, Social Justice Fund Advisor

ARTICLE 5 – UNION SECURITY

5.01 The Employer shall provide new Postdoctoral Fellow Employees with a link to the union membership card included with the letter of appointment. No Postdoctoral Fellow Employee is required to join PSAC the Union as a condition of employment with the Employer.

ARTICLE 7 – RESPECTFUL ENGAGEMENT

- 7.02 The Employer and the Union are committed to safeguarding Postdoctoral Fellow Employees against all forms of prohibited discrimination, in accordance with the *Nova Scotia Human Rights Act* and Dalhousie University's *Statement on Prohibited Discrimination*, as amended from time to time. The Parties agree that there shall be no discrimination or harassment exercised or practiced with respect to any Employee by reason of age, race, colour, religion, creed, ethnic, national or Indigenous origin, sex (including pregnancy and pay equity), sexual orientation, physical disability, mental disability, family status, marital status, source of income, harassment and sexual harassment, irrational fear of contracting an illness or disease, association with protected groups or individuals, political belief, affiliation or activity, gender identity, gender expression, retaliation, place of residence, criminal record prior to employment at Dalhousie University (providing such a record has not been misrepresented by the Employee), language (if the language is adequate to carry out required duties), Union affiliation or involvement.
- 7.06 A Postdoctoral Fellow Employee alleging a violation of this Article may seek resolution through the Employer's policies referred to in Articles 7.02, 7.04 and 7.05 and/or. If the Postdoctoral Fellow Employee is not satisfied with the resolution through this process, they may file a grievance in accordance with Article 18 Grievance Procedure.

ARTICLE 12 – JOB POSTINGS AND APPOINTMENTS

- 12.01 The Parties acknowledge that postdoctoral candidates come to the attention of and are selected by Faculty Supervisors through a number of appropriate venues, including direct communication with a candidate(s) and/or with colleagues.
- 12.02 Except in the above circumstances, the Employer agrees that positions for Postdoctoral Fellow Employees shall be posted for a period of not less than ten (10) days, and no offer of employment shall be made until the posting has closed. This requirement to post shall not limit the Faculty Supervisors' ability to hire under Article 12.01 above.

- 12.03 Such positions will be posted on the relevant Dalhousie University website and an electronic copy of the posting will be provided to the Local <u>upon request at the same time</u>.
- 12.04 A posting will identify the following: job title, description of the area or topic of research, salary range, Faculty Supervisor and academic unit, date of posting and application deadline, start date and duration of the appointment, required qualifications, the application procedure, required documentation (e.g., CV, references, publications, etc.) and any employment equity statement.
- 12.05 Initial appointments shall normally be for periods of twelve (12) months or more. Appointments shall be for periods of at least twelve (12) months <u>save for</u> <u>exceptional</u> circumstances <u>such as</u>:
 - a) Funding for the position is for a period of less than twelve (12) months;
 - b) Employee is available for a period of less than twelve (12) months;
 - c) Supervisor is available for a period of less than twelve (12) months;
 - d) Research project is expected to conclude in a period of less than twelve (12) months;
 - e) Any circumstances that are beyond the University's control including but not limited to immigration status, travel and/or relocation of the Postdoctoral Fellow Employee, required permits and protocols, and availability of research infrastructure.
- 12.06 All Postdoctoral Fellow Employees shall receive a letter of appointment, signed by the Faculty Supervisor and accepted by the Postdoctoral Fellow 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, salary, name of Faculty Supervisor, and academic unit(s) and the probationary period. The letter shall also include a link to the Collective Agreement. The Employer will provide the Union with copies of Postdoctoral Fellow Employees' letters of appointment upon request hire.

NEW

12.07 The Employer shall provide Postdoctoral Fellow Employees with written notice of extension at least sixty (60) calendar days prior to completion of the stated term date of the Postdoctoral Fellow Employee's current appointment, except in instances where funding has not been secured by this time.

ARTICLE 13 – PROBATIONARY PERIOD

13.02 The probationary period is intended to be a period of time for the Faculty Supervisor to evaluate the Postdoctoral Fellow Employee's skills and abilities and to provide the Postdoctoral Fellow Employee with feedback regarding their performance. If, during the probationary period, a Faculty Supervisor considers that a Postdoctoral Fellow Employee's performance is unsatisfactory, the Faculty Supervisor shall provide such feedback in writing and give the Postdoctoral Fellow Employee the opportunity to improve their performance.

ARTICLE 14 – HOURS OF WORK

- 14.01 The Parties recognize that Postdoctoral Fellow Employees are primarily involved in research and scholarly activity. As such, there must be some flexibility with respect to the hours of work required to allow for the specific needs of that research and scholarly activity. The Parties recognize that this arrangement is mutually beneficial for both Postdoctoral Fellow Employees and Faculty Supervisors.
- 14.02 Postdoctoral Fellow Employees shall not regularly be required to work more than forty (40) hours per week.
- 14.03 In no case shall a Postdoctoral Fellow Employee be required to work more than fifty (50) hours in any one work week unless mutually agreed upon in advance. As part of this mutual agreement, the Postdoctoral Fellow Employee shall be entitled to equivalent time off in lieu of the hours worked beyond the regular hours of work as per clause 14.02. Such time will be scheduled by mutual agreement between the Postdoctoral Fellow Employee and the Faculty Supervisor. An Employee will not be subject to discipline for refusing to work in excess of fifty (50) hours per week.

ARTICLE 15 – EVALUATIONS AND EMPLOYEE RELATIONS

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- 15.02 An evaluation proposed by of the Postdoctoral Fellow Employee or by the Faculty Supervisor shall **normally** be scheduled **annually** and take place within a reasonable period of time.
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- 15.05 The Employer will conduct aAn exit interview for proposed by the Postdoctoral Fellow Employees upon request shall be conducted in a reasonable period of time, either with a representative of Human Resources, the Faculty Supervisor, or the Dean or designate of the relevant Faculty, as decided by the Postdoctoral Fellow Employee. The Employer shall inform the Postdoctoral Fellow Employee that the Postdoctoral Fellow Employee may invite a union representative to these meetings.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Personnel Files

16.07 A Postdoctoral Fellow Employee's disciplinary record shall be removed from their file after the Postdoctoral Fellow Employee works for 24 <u>eighteen (18)</u> calendar months as a member of the Bargaining Unit with no further disciplinary action recorded. If the Employer is required to investigate allegations concerning a Postdoctoral Fellow Employee prior to the expiry of the 24 <u>eighteen (18)</u> calendar months of work as a member of the Bargaining Unit, the disciplinary record of the Postdoctoral Fellow Employee will be maintained until the investigation is completed.

ARTICLE 21 – OUTSIDE PROFESSIONAL ACTIVITIES

- 21.01 The Employer agrees that Postdoctoral Fellow Employees may engage in professional activity with the community outside the University, provided that such activity does not conflict or interfere with the Postdoctoral Fellow Employee's duties or responsibilities to the Employer. Postdoctoral Fellow 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.
- 21.02 Any Postdoctoral Fellow Employee engaging in **substantial** professional consulting practice or other related employment outside Dalhousie University, shall discuss these activities in advance with their Faculty Supervisor, to ensure that it is mutually agreed that these activities are compatible with the University responsibilities of the Postdoctoral Fellow Employee concerned. **The Employer shall not unreasonably deny an Employee's pursuit of outside professional activities.**

ARTICLE 25 - VACATIONS, PAID HOLIDAYS AND LEAVES

Vacation

25.01 Postdoctoral Fellow Employees with less than two (2) years of service shall be entitled to fifteen (15) days annual vacation, which may be taken in one or more parts, and which shall be pro-rated for the FTE and duration of contract period of employment. Postdoctoral Fellow Employees with two (2) or more years of service shall be entitled to twenty (20) days annual vacation, which may be taken in one or more parts, and which shall be pro-rated for the FTE and duration of contract.

ARTICLE XX - PAID HOLIDAYS

Paid Holidays

Renumber the subsequent articles

25.02 The following shall be paid holidays for all Postdoctoral Fellow Employees:

New Year's Day	Labour Day
Munro Day	National Day of Truth and Reconciliation
Nova Scotia Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Halifax Natal Day	

and any other day declared as a national holiday by the Federal Government or as a public holiday by the Provincial Government. When one of the above days falls on a Saturday or Sunday, the University shall declare the preceding Friday or the following Monday to be observed in substitution. Additionally, one half holiday will be scheduled by the University on a day other than the holidays listed above. In the event that a Postdoctoral Fellow Employee is required to work on any of these days, the Postdoctoral Fellow Employee will normally be entitled to equivalent time off in lieu thereof without loss of pay. Such time will be scheduled by mutual agreement between the Postdoctoral Fellow Employee and the Faculty Supervisor.

ARTICLE XX – LEAVES OF ABSENCE

Include and renumber the subsequent articles:

Court Leave

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Sick Leave

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New Surgery, Hospitalization and Serious Illness Leave

XX.0X Upon provision of a medical certificate from a licensed healthcare practitioner to Accessible Employment, confirming that the Postdoctoral Fellow Employee is unable to attend work and/or perform duties due to a serious illness, required surgery and/or hospitalization may be granted up to one (1) week of paid leave at the Postdoctoral Fellow Employee's regular rate of pay during the period of the Postdoctoral Fellow Employee's appointment. For clarity, this includes leaves pertaining to gender affirmation, and is in addition to the sick leave provided in Clause 25.04.

Pregnancy and Parental Leaves

25.06 Postdoctoral Fellow 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, are eligible to receive supplemental parental leave benefits for up to twenty-six (26) weeks. The benefit payable by the Employer shall be the difference between 95% of the Postdoctoral Fellow 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).

Postdoctoral Fellow Employees who qualify for pregnancy and/or parental leave(s) in accordance with the Nova Scotia Labour Standards Code, are eligible to receive supplemental parental leave benefits for up to twenty-six (26) weeks. The benefit payable by the Employer shall be the difference between 100% of the minimum floor salary stipulated in Appendix A and the amount the **y** Postdoctoral Fellow Employee receives 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).

- a) The amount of supplemental parental leave benefits will be pro-rated based on the Postdoctoral Fellow Employee's full-time equivalency.
- b) Payment of supplemental parental leave benefits shall not extend beyond the original period of the Postdoctoral Fellow Employee's appointment.
- c) Postdoctoral Fellow Employees may receive supplemental parental leave benefits funded by an external source or agency in excess of their entitlement under Article 25.07.

d) Further unpaid leave shall not be unreasonably denied.

For clarity, this Article applies to both adoptive and biological parents.

Bereavement Leave

25.07 (a) In the event of the death of a Postdoctoral Fellow Employee's spouse, parent (including step-parent), guardian, child (including step-child), ward, grandparent, grandchild, sister, brother sibling, mother-in-law, father-in-lawparent-in-law, son- in-law, daughter-in-lawchild-in-law, sister-in-law, or brother-in-lawsibling-in-law, or any person for whom the Employee has legal responsibility, or any person with whom the <u>Postdoctoral Fellow</u> Employee permanently resides the Postdoctoral Fellow Employee shall be entitled to up to five (5) days of paid bereavement leave.

(b) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with or without pay for a period greater than and/or in a manner different than that provided above, and such request shall not be unreasonably denied.

Compassionate Care Leave

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Union Leave

25.09 Postdoctoral Fellow Employees serving on the Union Executive Committee or serving as a Union officer may request shall be granted leave without pay for a maximum of five (5) twelve (12) days annually in order to serve the Union, participate in Union education or training programs, or attend Union conferences or conventions. At no time shall there be more than one Postdoctoral Fellow Employee on Union Leave. Where leave with pay is granted under this Article, PSAC will reimburse the Employer for the salary costs of the Postdoctoral Fellow Employee during the period of approved leave with pay.

NEW

- XX.XXThe Employer shall grant leave with pay for a Postdoctoral Fellow Employee participating as a party, a witness, or a representative of the Local in respect to:
 - (a) any proceeding before the Nova Scotia Labour Board in respect to PSAC Local 86001;
 - (b) any proceedings under Article 18 Grievance Procedure and Article 19 Arbitration; and
 - (c) scheduled meetings with the Employer on behalf of the Union.

NEW

Leave for Family Illness

XX.XX In the case of illness of a Postdoctoral Fellow Employee's parent, spouse, or child, or any relative who permanently resides with the Postdoctoral Fellow Employee, a Postdoctoral Fellow Employee may be granted leave with pay for up to five (5) days per calendar year for the purpose of caring for such family member(s) provided such family member(s) requires care. The Employer may require proof of the need for such leave as they consider necessary.

NEW Domestic Violence Leave

XX.XXA Postdoctoral Fellow 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 two (2) weeks paid leave per calendar year.

Other Leaves

25.10 Other leaves, including Domestic Violence Leave, will be granted to Postdoctoral Fellow Employees in accordance with the Nova Scotia Labour Standards Code.

ARTICLE 27 – DURATION AND RENEWAL

27.01 This Collective Agreement shall continue in full force and effect until December 31, 2021 2025, and thereafter shall automatically renew itself for periods of one (1) year each unless either Party notifies the other in writing within the period of sixty (60) calendar days prior to any expiry date that it desires to amend or terminate this Collective Agreement.

NEW ARTICLE – TERMINATION OF EMPLOYMENT

Resignation from the University

XX.01 Postdoctoral Fellow Employees will provide as much advance written notice of their resignation as possible, and in no case less than ten (10) days.

End of Contract

XX.02 Employment ends automatically upon completion of the term, as stated in the letter of appointment, without written notice from the Employer. Where the Employer intends to extend a Postdoctoral Fellow Employee's contract, the Employer shall do so in accordance with Article 12.07.

Deemed Resignation

XX.03 Any Postdoctoral Fellow Employee who is absent from work without authorization for more than ten (10) consecutive days, and does not establish that a request for such authorization was not possible due to circumstances beyond their control, shall be deemed by the **Employer** to have resigned without notice effective the commencement of the absence. The **Employer** in reviewing a Postdoctoral Fellow Employee's explanation shall reasonably assess the validity of the explanation given.

Employer Initiated Termination

- XX.04 The Employer reserves the right to terminate the employment of <u>a</u> <u>Postdoctoral Fellow Employee</u> for just cause. Dismissal for just cause must be conducted in a manner consistent with Article 16 – Discipline and Discharge.
- XX.05 The Employer reserves the right to terminate the employment of a probationary Postdoctoral Fellow Employee without using the progressive discipline process outlined in Article 16. Dismissal during the probationary period must be conducted in a manner consistent with Article 13 – Probationary Period.
- XX.06 When a Postdoctoral Fellow Employee's position ends prior to its stated end date due to frustration of contract, including but not limited to the loss of funding for the position, the Postdoctoral Fellow Employee shall be provided a minimum of four (4) weeks' notice or pay in lieu of notice. The Postdoctoral Fellow Employee shall have access to all Benefits under Article 26 during the period of salary continuance.

NEW ARTICLE - TRAINING AND PROFESSIONAL DEVELOPMENT

- XX.01 The Employer will provide Postdoctoral Fellow Employees <u>with appropriate</u> <u>onboarding</u> to carry out their job duties and responsibilities.
- XX.02 The Employer will encourage Postdoctoral Fellow Employees to participate in professional development activities such as courses, lectures, conferences, exchanges, congresses, workshops, observing a class, guest lecturing, and instructing. A Postdoctoral Fellow Employee's request to participate in such activities shall not be unreasonably denied.
- XX.03 If approved by the Faculty Supervisor in advance, time spent engaging in professional development activities shall be considered time worked, except in instances where those activities are performed as part of a separate employment contract (for example, a part-time instructor position).
- XX.04 Postdoctoral Fellow Employees may be appointed with Adjunct (Scholar) FGS <u>Membership</u> subject to the applicable policies and procedures. Requests for such appointments shall not be unreasonably denied.

NEW ARTICLE – TECHNOLOGICAL CHANGE

XX.01 The parties recognize that Postdoctoral Fellow Employees' work may include developing, using and/or implementing new technologies. No Postdoctoral

Fellow Employee will suffer any loss of employment or have their hours reduced because of the introduction of a new technology.

XX.02 Where the introduction of a new technology is required as a component of a Postdoctoral Fellow Employee's duties, training will be provided at no cost to the Postdoctoral Fellow Employee. All hours spent in such training shall be considered time worked.

NEW ARTICLE – TEMPORARY ACCOMMODATIONS

XX.01 Upon appointment, the Employer shall offer provide Postdoctoral Fellow Employees with a link to information about temporary housing accommodations with in the University's accommodations, where it is available.

NEW ARTICLE – INTELLECTUAL PROPERTY

XX.01 Intellectual property is governed by the University's Intellectual Property policy, as amended from time to time.

IMPROVEMENTS TO HEALTH AND DENTAL INSURANCE

Add the enhanced mental health benefit (coverage at 80% to a combined max of \$1500 per coverage year for the services of psychologists, social workers, clinical counsellors, psychoeducators, and psychotherapists).

To confirm, with the applicable cost share, the new rates would be as follows:

	Current rates		Proposed rates	
	Employer	Employee	Employer	Employee
Single	22.49	15.00	24.27	16.18
Family	53.59	35.72	57.81	38.54

ARTICLE 26 - BENEFITS

The Health Care Spending Account for Postdoctoral Fellow Employees shall be increased to **\$500** per year, **effective July 1, 2024**.

APPENDIX A

The stated minimum applicable annualized salary from all combined sources to each Postdoctoral Fellow Employee shall be as follows, effective upon the ratification of this Collective Agreement:

Effective date	Minimum salary
January 1, 2022	\$38,500
January 1, 2023	\$38,500
January 1, 2024	\$45,000
January 1, 2025	\$50,000

The minimum floor salary stipulated in this Appendix A shall be pro-rated in accordance with the Postdoctoral Fellow Employee's full-time equivalence **and duration of contract**.

The minimum salary increases shall be retroactive to the effective dates above.

Employees at or over the new minimum salary will receive the following salary increases:

Effective date	Economic increase
January 1, 2022	-
January 1, 2023	-
January 1, 2024	1.0%
January 1, 2025	2.5%

Employees below the new set minimum will receive either the salary increases or be brought up to the minimum, whichever is the highest.

The economic increases shall be retroactive to the effective dates above.