

DALHOUSIE UNIVERSITY

and

PUBLIC SERVICE ALLIANCE of CANADA, Local 86001

COLLECTIVE AGREEMENT

(Postdoctoral Fellow Employees)

January 1, 2019 to December 31, 2021

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and its Postdoctoral Fellow Employees represented under this Agreement by the Union, and to set out terms and conditions of employment for Postdoctoral Fellow Employees.
- 1.02 The parties recognize that it is in their mutual interests to promote and to enhance the working relations between the Employer and the Union and its members on the principles of mutual respect and cooperation, and to foster a research environment appropriate to the promotion of excellence and respectful intellectual exchange.
- 1.03 The Employer and the Union recognize the important contribution of Postdoctoral Fellow Employees to the University in the achievement of its stated mission. Postdoctoral Fellow Employees hold appointments for a period of mentored research and skills development while they support the research goals of their Faculty Supervisor.
- 1.04 The Employer and the Union recognize the important role of Faculty Supervisors in supporting the career goals and day-to-day work of Postdoctoral Fellow Employees while they pursue their career objectives.

ARTICLE 2 – DEFINITIONS

- 2.01 In this Collective Agreement:
 - a) “Academic Year” refers to the period from 1 July of one calendar year to 30 June of the next.
 - b) “Bargaining Unit” is the bargaining unit as defined in the Certificate # LB-0804 issued by the Nova Scotia Labour Board.
 - c) “Collective Agreement” when printed with uppercase initial letters refers to this Collective Agreement entered into between the Union and the Employer.
 - d) “Day”, unless indicated otherwise, means a working day, exclusive of Saturdays, Sundays and holidays.
 - e) “Employer” means Dalhousie University.
 - f) “Faculty Supervisor” means the faculty member who acts as the supervisor for the work of the Postdoctoral Fellow Employee.
 - g) “Membership Dues” means those monies established pursuant to the Constitution of the Union as the dues payable by Employees covered by this Agreement.

- h) “Party” or “Parties”, when printed with an initial upper-case letter, means the Union and/or the Employer.
- i) “Postdoctoral Fellow Employee” means a member of the Bargaining Unit.
- j) “Union” means the Public Service Alliance of Canada and/or its Local 86001.
- k) “University” means Dalhousie University.

ARTICLE 3 – UNION RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent of all Postdoctoral Fellow Employees employed by Dalhousie University as ordered in the Nova Scotia Labour Board certificate # LB-0804.

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.

ARTICLE 5 – UNION SECURITY

- 5.01 No Postdoctoral Fellow Employee is required to join PSAC as a condition of employment with the Employer.
- 5.02 The Employer once in each month shall deduct from the salary of every Postdoctoral Fellow Employee such regular monthly dues or their equivalents as shall be authorized by this Article of the Collective Agreement.
- 5.03 The Parties shall consider any objections raised to paying dues by Postdoctoral Fellow Employees on religious or other protected grounds at a meeting of the Joint Labour Management Committee. Where an objection is upheld, the Postdoctoral Fellow Employee shall make contributions, equal to dues, to a charitable organization registered pursuant to the Income Tax Act.
- 5.04 The Employer shall provide each Postdoctoral Fellow Employee with a link to an electronic copy of the Collective Agreement in their letter of appointment. An updated, searchable version shall be maintained on the Employer’s website.

- 5.05 The Employer recognizes the right of every Postdoctoral Fellow Employee to participate in any lawful activities of the Union, and it shall not interfere with this right.
- 5.06 No Postdoctoral Fellow Employee shall be required by the Employer to perform duties that are not related to the scope of work for which the Postdoctoral Fellow Employee has been hired.
- 5.07 The Employer normally holds monthly orientation sessions (except in the month of December) for new employees. The Employer shall advise Postdoctoral Fellow Employees of the orientation sessions in their letter of appointment.

Collective Agreement Renewal

- 5.08 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 Human Resources Department at the Postdoctoral Fellow Employee's request.

Dues Check Off

- 5.09 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 Postdoctoral Fellow 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.
- 5.10 Such remittance shall be accompanied by an electronic spreadsheet that includes a unique identification number for each Postdoctoral Fellow Employee in the Bargaining Unit from whose salary the deductions have been made, as well as the Postdoctoral Fellow 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.
- 5.11 Where a Postdoctoral Fellow 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.
- 5.12 Deductions from pay for each Postdoctoral Fellow Employee for each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 5.13 The Employer shall provide a statement of Union dues deducted for each calendar year on the Postdoctoral Fellow Employee's T-4 statement.

- 5.14 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.

Information for the Union

- 5.15 The Employer shall provide the Union with a list of all Postdoctoral Fellow Employees in the Bargaining Unit **four (4)** times per year, normally in **October**, January, **April** and **July**. Such list shall include **first name, last name, start date of appointment, end date of appointment, academic unit, salary, full-time equivalence, and Dalhousie e-mail address**, and if provided by the Postdoctoral Fellow 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.

Union Access to Employees

- 5.16 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.

Union Representation

- 5.17 Postdoctoral Fellow 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.

Indemnification

- 5.18 The Union agrees to indemnify and save the Employer harmless against any and all claims or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

ARTICLE 6 – CORRESPONDENCE

- 6.01 All regular correspondence between the Parties arising out of or incidental to this Collective Agreement, except where otherwise expressly provided, shall pass between the President of the Local Union (or designate) and the individual designated by the Employer (or designate). Such correspondence may either be delivered directly by e-mail or be forwarded through the University's internal postal service as follows:

To the Employer:

Director, Academic Staff Relations
Henry Hicks Building, room 150
Dalhousie University
PO Box 15000
Halifax, Nova Scotia
B3H 4R2

To the Union:

President
PSAC Local 86001
LSC room 5267,
Dalhousie University
Halifax, Nova Scotia
B3H 4R2

The Employer shall normally copy the PSAC Regional Representative on such correspondence.

6.02 Where a Postdoctoral Fellow Employee is on leave in accordance with the current collective agreement, the Employer shall forward any notice or other documentation related to the Postdoctoral Fellow Employee to their last known address.

6.03 It is the obligation of the Postdoctoral Fellow Employee to maintain a current and correct address with the Employer and to advise the Employer of any change to their address.

6.04 The Employer agrees to provide to the Union the following information:

the names, titles and contact information of all persons appointed to any committee formed in accordance with any of the Articles of this Collective Agreement.

6.05 The Union agrees to provide to the Employer the following information:

(a) the names, titles and contact information of all persons appointed or elected to positions in the Union and authorized to represent it in its relationship with the Employer;

(b) the name and contact information of the PSAC Regional Representative; and,

(c) the names, titles and contact information of all persons appointed to any committee formed in accordance with any of the Articles of this Collective Agreement.

ARTICLE 7 – RESPECTFUL ENGAGEMENT

7.01 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.

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.

- 7.03 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 Postdoctoral Fellow Employees shall be considered in accordance with the University's *Accommodation Policy*, as amended from time to time.
- 7.04 The Employer and the Union are committed to a working and learning environment that is free from personal harassment in accordance with the Dalhousie University's *Personal Harassment Policy*, as amended from time to time.
- 7.05 The Employer and the Union are committed to a working and learning environment that is free from sexual harassment in accordance with the Dalhousie University's ***Sexualized Violence Policy***, as amended from time to time.
- 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 may file a grievance in accordance with Article 18 – Grievance Procedure.
- 7.07 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 Articles 7.02, 7.04 and 7.05 into an allegation of discrimination, personal harassment, and/or sexual harassment made against a Postdoctoral Fellow Employee. In all investigations involving Postdoctoral Fellow Employees, they shall be notified of their right to Union representation prior to any meeting with the Employer.
- 7.07 A Postdoctoral Fellow Employee who is disciplined as the result of any investigation pursuant to the policies referred to in Articles 7.02, 7.04 and 7.05 shall have the right to grieve such discipline under Article 18 – Grievance Procedure.

ARTICLE 8 - EMPLOYMENT EQUITY

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

ARTICLE 9 – STRIKE OR LOCK-OUT

- 9.01 In addition to the expectation that Postdoctoral Fellow Employees are required to live up to their obligations and responsibilities under this Collective Agreement, the Parties agree that there shall be no form of strike, no concerted interruption of normal work performance and no form of lock-out so long as this Collective Agreement continues to operate.
- 9.02 As a means of continuing the services indicated in Article 9.03 after this Collective Agreement is no longer in force, the Parties agree to maintain, during any strike or lock-out, the Joint Labour Management Committee.
- 9.03 In the event of a legal strike by Postdoctoral Fellow Employees, or during a lock-out of Postdoctoral Fellow Employees, those Postdoctoral Fellow Employees who require access to University facilities in order to prevent irreparable damage (such as danger to human, plant or animal life or decomposable material) shall be granted such access, if their request is approved by the Faculty Supervisor and by the Joint Labour Management Committee. Requirements for such access shall be made known to the Joint Labour Management Committee, prior to any such work interruption.
- 9.04 No Member shall be subject to any disciplinary action for refusing to carry out the non research-related duties of an employee of the University who is on legal strike, or of one who is prevented from performing duties by a lock-out.
- 9.05 Where individuals in a labour dispute, other than those in the Bargaining Unit, are involved in a strike or lock-out and maintain picket lines, and where Postdoctoral Fellow Employees in the Bargaining Unit could suffer personal harm, the Employer will endeavour to safeguard such Postdoctoral Fellow Employees.
- 9.06 The Parties recognize that there may be broad civil and social actions, other than civil and social issues which are specific to the University, in which Postdoctoral Fellow Employees acting in good conscience feel they must participate. The Parties also concede that such actions must not disrupt the University's functions or the function of the Postdoctoral Fellow Employee's research group. Subject to these considerations and the prior approval of the Faculty Supervisor if the activity could have an impact on the Postdoctoral Fellow Employee's work responsibilities, no Postdoctoral Fellow Employee shall be disciplined in any way for participating in such actions.

ARTICLE 10 - JOINT LABOUR-MANAGEMENT COMMITTEE

- 10.01 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 of up to three (3) representatives from each Party.

- 10.02 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.
- 10.03 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 Academic Year.
- 10.04 The Committee shall have Co-Chairpersons appointed by the respective Parties.
- 10.05 The keeping and format of minutes shall be at the discretion of the Committee.
- 10.06 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 11 – SERVICES

- 11.01 The Employer agrees to provide the Union, free of charge, with the use of reasonable, serviced office space on Dalhousie University premises.
- 11.02 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.
- 11.03 The Employer shall not unreasonably deny opportunity for Postdoctoral Fellow Employees to attend meetings and to attend to Union business.
- 11.04 The Employer will permit the posting of notices, which have been approved by the Union, on notice boards with the appropriate approval where required.

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 at the same time.
- 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.
- 12.06 All Postdoctoral Fellow Employees shall receive a letter of appointment, signed by the Faculty Supervisor, 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). 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.

ARTICLE 13 – PROBATIONARY PERIOD

- 13.01 A Postdoctoral Fellow Employee shall be considered to be on probation for the first six (6) full months of active employment. A Postdoctoral Fellow Employee shall serve probation only once with the same Faculty Supervisor in the instance of continuous term appointments.
- 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.
- 13.03 The Employer may directly discharge a probationary Postdoctoral Fellow Employee without using the progressive discipline process outlined in Article 16. The Postdoctoral Fellow Employee may have a Union representative present at a discharge meeting if the Postdoctoral Fellow Employee so chooses. The dismissal of a probationary Postdoctoral Fellow Employee shall only be the subject of a grievance if such dismissal is exercised in a manner that is arbitrary, discriminatory or in bad faith.
- 13.04 Reasons for the dismissal of a probationary Postdoctoral Fellow Employee shall be in writing, with a copy to the Union, and such Postdoctoral Fellow Employee shall be provided with at least **two (2) weeks'** notice or pay in lieu of notice.

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.

ARTICLE 15 – EVALUATIONS AND EMPLOYEE RELATIONS

15.01 The Parties agree that the purposes of evaluation are to assess the performance of Postdoctoral Fellow Employees and to assist Postdoctoral Fellow Employees in improving the quality of their work.

15.02 An evaluation proposed by the Postdoctoral Fellow Employee or by the Faculty Supervisor shall be scheduled and take place within a reasonable period of time.

15.03 The results of any evaluation conducted by the Employer shall be shared with the Postdoctoral Fellow Employee, and if the Postdoctoral Fellow Employee so desires, the Postdoctoral Fellow Employee may share the results with their Union representative.

15.04 A Postdoctoral Fellow Employee should be offered to append their comments to any evaluation.

15.05 The Employer will conduct an exit interview for Postdoctoral Fellow Employees upon request.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

16.01 The Employer shall not discipline, suspend or discharge a Postdoctoral Fellow Employee without just and sufficient cause.

16.02 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:

- (i) verbal reprimand;
- (ii) written warning;
- (iii) suspension; and
- (iv) termination.

16.03 Discipline, where warranted, shall only be imposed at a meeting with the Faculty Supervisor or a person designated by the Employer convened for this purpose. Postdoctoral Fellow Employees shall be given at least **forty-eight (48)** hours' notice of such meeting, and shall be offered to be accompanied at this meeting by a representative of the Union. Postdoctoral Fellow Employees are entitled to be heard at such meeting, and shall be entitled to append comments to any disciplinary letter.

16.04 A copy of any disciplinary letter shall be provided to the Union within three (3) days of such a meeting.

Personnel Files

16.05 Postdoctoral Fellow Employees shall have the right to review their personnel file once per year by submitting such request in writing to Human Resources. An appointment to review the file will be arranged within five (5) working days of receipt of such request. The Postdoctoral Fellow Employee may be accompanied by a representative of the Union if the Postdoctoral Fellow Employee so wishes.

16.06 Upon request, a representative of the Union shall have the right to examine the personnel file of a Postdoctoral Fellow Employee in the latter's absence, if such representative has the necessary permission with an original signature of the Postdoctoral Fellow Employee.

16.07 A Postdoctoral Fellow Employee's disciplinary record shall be removed from their file after the Postdoctoral Fellow Employee works for 24 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 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 17 – SCHOLARLY MISCONDUCT

17.01 All members of the University community are expected to aspire to the highest standards of honesty, integrity and ethical behaviour in all aspects of scholarly conduct. Postdoctoral Fellow Employees, like all members of the University community, must adhere to the generally accepted standards of scholarly conduct in their own field or discipline, and are under positive obligation to report instances of scholarly misconduct,

in accordance with the University's *Scholarly Misconduct Policy*, as amended from time to time.

- 17.02 There will be no retaliation against Postdoctoral Fellow Employees who, in good faith, report illegal or unethical behavior, or provide assistance or information in relation to the investigation of an allegation of scholarly misconduct.

ARTICLE 18 – GRIEVANCE PROCEDURE

- 18.01 The Parties acknowledge that early discussions and resolution of disputes **between the Postdoctoral Fellow 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 of the facts, and will enhance the possibility of a mutually acceptable resolution.
- 18.02 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.
- 18.03 The Employer acknowledges the right and duties of the representatives of the Union to assist Postdoctoral Fellow Employees in preparing and presenting grievances, and the Postdoctoral Fellow Employee shall be entitled to be present at every step of the grievance procedure.
- 18.04 The Postdoctoral Fellow Employee and a representative of the Union who accompanies this Postdoctoral Fellow Employee under this Article will not suffer a loss of pay as a result of attendance at meetings between the Employer and the Postdoctoral Fellow Employee as provided for under this Article. Both the Postdoctoral Fellow Employee and the representative of the Union will provide as much advance notice as possible to their Faculty Supervisors of any such meetings that conflict with their Postdoctoral Fellow Employee responsibilities.
- 18.05 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*.
- 18.06 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.
- 18.07 No grievance shall be defeated or denied by any technical objection occasioned by a clerical or typographical error.

18.08 The time limits set out in this Article shall be strictly adhered to unless extended by mutual agreement between the Employer and the Union.

18.09 Informal Discussion

Before a grievance is filed, and whenever it is possible, the **Faculty Supervisor** shall be given the opportunity to resolve the matter in accordance with the following:

- (a) The Postdoctoral Fellow Employee **may initiate an informal discussion by making a written request for a meeting. This request shall be provided to their Faculty Supervisor, with a copy to the Director of Academic Staff Relations** within twenty-one (21) days after its occurrence, or from the date the Postdoctoral Fellow 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) days **of receipt of the written request, and shall include the Postdoctoral Fellow Employee, accompanied and/or represented by a representative of the Union if the Postdoctoral Fellow Employee wishes, their Faculty Supervisor, and the Director of Academic Staff Relations.** If requested, the **Faculty Supervisor** shall give a reply in writing within five (5) days of the discussion.
- (c) The Parties agree that this meeting may take place by teleconference.

18.10 Step One

- (a) If the matter is not resolved by the informal discussion process provided for by Article 18.09 above, a grievance shall be submitted in writing to the **Dean of the Postdoctoral Fellow Employee's primary faculty, and copied to the Director of Academic Staff Relations and to the Faculty Supervisor,** within ten (10) days of the response provided for in Article 18.09 (b) 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 Postdoctoral Fellow Employee and a representative of the Union.
- (b) The **Dean or delegate** shall convene a meeting of the Parties, **including the Director of Academic Staff Relations,** within ten (10) days of the receipt of the grievance, and shall respond to the grievance in writing within seven (7) days of this meeting. **The Postdoctoral Fellow 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.

18.11 Step Two

The Union (or the Employer in the case of an Employer grievance) may refer the grievance to arbitration by written notice within 30 days of an unsatisfactory response at Step One **provided for in Article 18.10 above.**

Group or Union Policy Grievances

18.12 A Group grievance is one involving two or more Postdoctoral Fellow 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 18.10 above.

Employer Grievance

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

Suspension and Discharge Grievances

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

ARTICLE 19 – ARBITRATION

19.01 Any grievance alleging a violation of this Collective Agreement, and including any question as to whether a matter is arbitrable, which has been processed but not settled through the above Grievance Procedure may be submitted to arbitration in accordance with this Article.

19.02 The Party applying for arbitration shall provide the responding Party with a list of up to four (4) Arbitrators for consideration. Within ten (10) 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) days, either Party may request the Minister of Labour to appoint an Arbitrator.

19.03 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.

- 19.04 The Arbitrator shall not have any power to change, modify, or alter the terms of the Collective Agreement.
- 19.05 The Employer and the Union shall equally share the cost of the Arbitrator. The grievor(s) and Postdoctoral Fellow 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 20 – ACADEMIC FREEDOM

- 20.01 Dalhousie University recognizes academic freedom as indispensable to its purposes. Academic freedom is fundamental to the mandate of universities to pursue truth, educate students and disseminate knowledge and understanding. The University must remain the centre of such free intellectual inquiry and exchange.
- 20.02 The Parties agree that Postdoctoral Fellow Employees are developing their potential as independent scholars, and their Faculty Supervisors are responsible for providing them with appropriate measures of intellectual independence and academic freedom. As members of the academic community, Postdoctoral Fellow Employees have the right to learn, to carry out research, to publish, to comment, to criticize, to examine, to question, to acquire and disseminate knowledge, to create, and to perform, insofar as the Postdoctoral Fellow Employee abides by the duties and responsibilities of their appointment(s) or as otherwise agreed to by the Faculty Supervisor and the Postdoctoral Fellow Employee.
- 20.03 As members of the academic community, Postdoctoral Fellow Employees have responsibilities as well as rights. The right to academic freedom carries with it the duty to use that freedom in a responsible way, with due regard to the rights of others. Academic freedom does not confer legal immunity nor does it diminish the obligation of Postdoctoral Fellow Employees to meet the duties and responsibilities of their appointments.
- 20.04 In their capacity as researchers and scholars, Postdoctoral Fellow Employees shall not purport to represent the views of the Employer.

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.

21.02 Any Postdoctoral Fellow Employee engaging in 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.

ARTICLE 22 – RESEARCH, PROFESSIONAL EXPENSES, FACILITIES

22.01 Postdoctoral Fellow Employees should seek prior approval for all research related expenses before they are incurred.

Travel and Mileage

22.02 Postdoctoral Fellow Employees shall be reimbursed for travel expenses in accordance with the *University Travel Policy*.

Reimbursement for Research Related Certification and Expenses

22.03 Provided prior approval has been given by the Faculty Supervisor, the Postdoctoral Fellow Employee will be reimbursed for personal certification, professional membership, licensing (e.g., professional, motor vehicle) and/or a registration fee that is related to the field of research.

University Facilities

22.04 Each Postdoctoral Fellow Employee shall be provided with appropriate work space (lab and/or workstation), and access to computing resources, equipment and materials necessary for the performance of the Postdoctoral Fellow Employee's work. Postdoctoral Fellow Employees shall have, within reasonable limits determined by the Faculty Supervisor, access to facilities for the printing, photocopying, faxing and mailing, and basic office, laboratory and research supplies.

ARTICLE 23 – HEALTH AND SAFETY

23.01 The Employer and the Union agree that the protection of the health and safety of Postdoctoral Fellow Employees and other persons in the workplace is an important matter of mutual concern.

23.02 The Employer and the Postdoctoral Fellow 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.

- 23.03 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

- 23.04 The Employer has two Environmental Health and Safety Committees established in accordance with the Act, one for the Halifax campuses and one for the **Agricultural campus in Truro**.

- 23.05 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.

- 23.06 The Union may select one (1) Postdoctoral Fellow Employee representative to serve on the Halifax committee and one (1) Postdoctoral Fellow Employee representative to serve on the **Agricultural Campus** committee. Representatives shall request alternates to participate in their absence.

ARTICLE 24 – WAGES AND PAY ADMINISTRATION

- 24.01 All Postdoctoral Fellow Employees shall be paid by direct deposit on the twenty-seventh (27th) day of each month or, in the event that this is a non-working day, on the working day immediately preceding the twenty-seventh (27th). In December of each year, Postdoctoral Fellow Employees shall be paid prior to Christmas Day but not earlier than December seventeenth (17th).

- 24.02 The Employer may increase the frequency of the pay period provided Postdoctoral Fellow Employees receive at least 60 calendar days' notice prior to the change.

- 24.03 Postdoctoral Fellow Employees are to be paid by direct deposit into the account and institution of their choosing provided the institution is licensed to accept deposits in Canada. Postdoctoral Fellow Employees are responsible for providing and maintaining accurate banking information through the University's Payroll department.

- 24.04 In no case shall Postdoctoral Fellow Employee's total base annualized salary from all combined sources including internal and external sources be less than the amount stipulated in Appendix A, or a prorated equivalent thereof for a Postdoctoral Fellow Employee who is working less than full-time equivalency in the Bargaining Unit, or whose appointment is for less than twelve (12) months.

ARTICLE 25 – VACATIONS, PAID HOLIDAYS AND LEAVES

Vacation

25.01 Postdoctoral Fellow Employees 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 period of employment. Vacation shall be scheduled at times mutually agreeable to the Postdoctoral Fellow Employee and the Faculty Supervisor. The full vacation entitlement shall be taken annually, and prior to the end of the contract. Postdoctoral Fellow Employees may carry over up to five (5) days of vacation to the subsequent vacation year only in extenuating circumstances and only with the prior written approval of the Faculty Supervisor.

Paid Holidays

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

New Year's Day	Halifax Natal Day
Munro Day	Labour Day
Nova Scotia Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing 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.

Court Leave

25.03 A Postdoctoral Fellow Employee who is required to perform jury duty or is required by subpoena or summons to attend as a witness at a place other than their place of employment, shall be granted unpaid leave for the period requiring absence from the University. The Postdoctoral Fellow Employee shall give the Faculty Supervisor as much notice as possible of the anticipated absence.

Sick Leave

25.04 Postdoctoral Fellow Employees are entitled to receive **eight (8)** days of paid sick leave each year. This leave may be used to care for an ill parent, child, or family member for whom the Postdoctoral Fellow Employee is the primary caregiver. **This leave may** also be used for medical, dental, or other similar appointments.

Pregnancy and Parental Leaves

25.05 Postdoctoral Fellow Employees shall be eligible for pregnancy and/or parental leave(s) consistent in timing and duration with the *Nova Scotia Labour Standards Code*, as amended from time to time, upon provision of appropriate documentation confirming the need for such leave. Application for such leave shall be submitted in writing to the Faculty Supervisor at least two (2) weeks in advance, indicating the date on which the leave is to begin. A Postdoctoral Fellow 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.

25.06 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 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.**

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

Bereavement Leave

25.07 In the event of the death of a Postdoctoral Fellow Employee's spouse, parent, guardian, child, ward, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, the Postdoctoral Fellow Employee shall be entitled to up to five (5) days of paid bereavement leave.

Compassionate Care Leave

25.08 Following at least three months of continuous service, a Postdoctoral Fellow Employee is entitled to an unpaid leave of absence in accordance with the *Nova Scotia Labour Standards Code*, as amended from time to time.

Union Leave

25.09 Postdoctoral Fellow Employees serving on the Union Executive Committee or serving as a Union officer may request leave without pay for a maximum of five (5) days annually in order to serve the Union. At no time shall there be more than one Postdoctoral Fellow Employee on Union Leave.

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 26 – BENEFITS

26.01 The group benefit plan for Postdoctoral Fellow Employees in effect at the University shall continue to apply for those Postdoctoral Fellow Employees who meet the eligibility criteria, **unless the Parties mutually agree to alter the existing plan or move to a different plan that offers mutual benefit to both Parties.**

26.02 Postdoctoral Fellow Employees who meet the eligibility criteria shall be enrolled in the Major Medical Health Insurance plan (Single or Family) and shall pay **40%** of the cost of the premium.

26.03 Postdoctoral Fellow Employees who meet the eligibility criteria shall have the option of joining the Dental Insurance plan (Single or Family) and shall pay **50%** of the cost of the premium.

26.04 Postdoctoral Fellow Employees who meet the eligibility criteria shall be enrolled in the Travel Insurance plan and shall pay 40% of the cost of the premium.

26.05 Payment of insurance premiums shall be through payroll deduction.

26.06 Annually on July 1st, each Postdoctoral Fellow Employee shall receive \$400 credited to a Health Spending Account. Claims to the Health Spending Account are approved at the discretion of the insurer and must be eligible under Canada Revenue Agency guidelines.

26.07 Postdoctoral Fellow Employees may participate in the Employee and Family Assistance Plan (EFAP). Participation is on a voluntary and confidential basis.

26.08 Postdoctoral Fellow Employees, their spouses and their dependents may access the sports, athletic and recreational facilities of the University on the same basis and at the same cost as for other University employees.

ARTICLE 27 – DURATION AND RENEWAL

27.01 This Collective Agreement shall continue in full force and effect until December 31, **2021**, 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.

IN WITNESS WHEREOF the Parties hereto have signed this Collective Agreement

as of the 10th day of October, 2019

FOR Dalhousie University


**FOR the Public Service Alliance of Canada,
Local 86001**



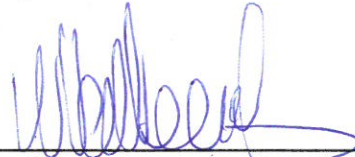
Dr. Marty Leonard
Dean, Faculty of Graduate Studies



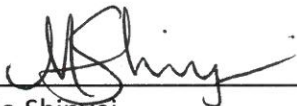
Colleen Coffey
Regional Executive Vice-President Atlantic



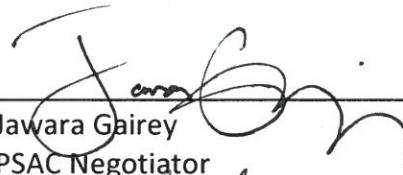
Jasmine Walsh
Assistant Vice-President
Human Resources



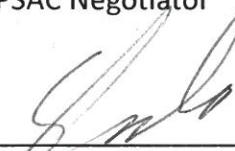
William Van Woensel
President, PSAC Local 86001



Marlo Shinyei
Academic Staff Relations Manager
Human Resources



Jawara Gairey
PSAC Negotiator



Sebastian Pardo Seguel
Bargaining Team Member

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:

January 1, 2019: Minimum Floor of \$36,000

January 1, 2020: Minimum Floor of \$36,000

January 1, 2021: Minimum Floor of \$38,500

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

APPENDIX B

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LB-0804

ORDER

2014 NSLB 225

LABOUR BOARD Nova Scotia

BETWEEN

Public Service Alliance of Canada

- Applicant

-and-

Dalhousie University

- Respondent

NATURE OF MATTER

Application for Certification under Section 23 of the *Trade Union Act*

DATE OF FILING

July 14, 2014

BEFORE

Douglas G. Ruck, Q.C., Chair

REPRESENTATIVES

David Wallbridge, for the Applicant
Rebecca Saturley, for the Respondent

ORDER

The Board was satisfied that forty percent or more of the employees in an appropriate Bargaining Unit were members in good standing of the Applicant in accordance with Section 23(1) of the *Trade Union Act* and with Regulation 10 governing procedure of the Board. The Board was also satisfied that the majority of those employees in the Unit determined by the Board to be appropriate cast ballots in favour of the Applicant Trade Union at the vote count on October 3, 2014.

Effective October 3, 2014 the Labour Board certifies the Public Service Alliance of Canada, as Bargaining Agent for a Bargaining Unit consisting of:

All Post-Doctoral Fellows employed by academic appointees of Dalhousie University who hold research funding with the exception of:

- a. Persons covered by other collective agreements;

LB-0804

- b. Persons excluded by Section 2(2) of the *Trade Union Act*; and
- c. Persons who secure their own transferable funding from external sources, including grant-funding agencies, and for whom this is the primary source of funding.

MADE BY THE LABOUR BOARD AT HALIFAX, NOVA SCOTIA ON THE SEVENTH (7TH) DAY OF OCTOBER, 2014 AND SIGNED ON ITS BEHALF BY THE CHIEF EXECUTIVE OFFICER.


MARY-LOU STEWART
CHIEF EXECUTIVE OFFICER

APPENDIX C

Appendix C

Memorandum of Settlement

between

Dalhousie University

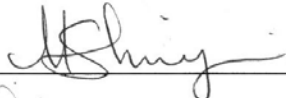
and

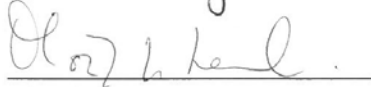
The Public Service Alliance of Canada Local 86001

1. The Parties herein have reached a tentative agreement in principle.
2. The undersigned representatives of the Parties do hereby agree to recommend complete acceptance of all terms of this memorandum to their respective principals. This settlement is subject to this ratification process.
3. The Parties agree that the term of the Collective Agreement shall be effective from the date of ratification by both Parties.
4. The Parties herein agree that said Collective Agreement shall include all matters settled and agreed to by the Parties, as summarized in the attached document.

Dated this 21st day of June, 2019.

For Dalhousie University, at Halifax:





Witness

For PSAC, at Halifax:





Witness

Summary of Settlement with Public Service Alliance of Canada (PSAC) Local 86001

The Collective Agreement is effective upon the date of ratification, to December 31, 2021. Negotiations began in March 2019 and concluded in June 2019.


Monetary

Minimum Floor Salary		January 1, 2019 - \$36,000 January 1, 2020 - \$36,000 January 1, 2021 - \$38,500
Benefits	Health	Major Medical Health Insurance Plan – increase to Employer-paid premium from 50% to 60% Added Travel Insurance (same cost-share as above)
	Dental	Dental Insurance Plan - increase to Employer paid premium from 0% to 50%
Parental leave top-up		Increase the top-up amount from 95% to 100% of the Minimum Floor Salary. Increase the duration of the top-up from 8 weeks to 26 weeks.

Non-Monetary

In addition to minor changes to language, the Collective Agreement includes the following non-monetary items:

Probationary period	Increase notice required to dismiss a Postdoctoral Fellow Employee (during the Probationary Period) from 1 week to 2 weeks	
Hours of work	Added: <i>Postdoctoral Fellow Employees shall not regularly be required to work more than forty (40) hours per week.</i>	
Leaves	Sick Leave	Increased annual entitlement from 6 days to 8 days

June 21/19


21/06/2019






APPENDIX D

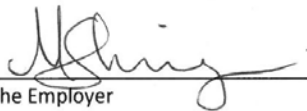
Dalhousie to PSAC

Friday, June 21st, 2019

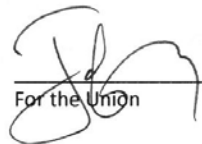
**Letter of Understanding
Between
Dalhousie University
And
Public Service Alliance of Canada Local 86001**

The Parties agree that a joint committee shall be constituted within 60 days of the ratification of this agreement to review and make recommendations to improve the onboarding and contract renewal processes for Postdoctoral Fellow Employees. Each Party shall appoint two members to this committee. The Union and the Employer will co-chair such meetings and will alternate chairing each meeting.

Committee recommendations will be made to Academic Staff Relations by April 1, 2020, and implemented, where possible, by July 1, 2020. The committee may agree to extend these timeline, where appropriate.



For the Employer



For the Union

June 21/19

Date

JUNE 21, 2019

Date

APPENDIX E

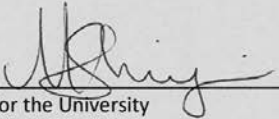
Dalhousie to PSAC

Friday, June 21st, 2019

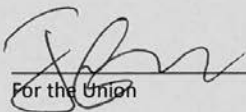
**Letter of Understanding
Between
Dalhousie University
And
Public Service Alliance of Canada Local 86001**

Intellectual Property

The Parties agree and acknowledge that the University is developing a policy on Intellectual Property that will apply to all members of the University community, including Postdoctoral Fellow Employees. The University agrees to include Postdoctoral Fellow Employees in the consultation process.



For the University



For the Union

June 21, 2019
Date

JUNE 21, 2019
Date