

**Package Proposal**

**Non-Monetary Proposals**

**Article 1 (Definitions):**

Withdrawn by DFA.

**Article 11 (Professional Librarians):**

Agreed:

11.08 In addition, there shall be a Library System Appointments Committee consisting of ~~six~~ **five** professional librarians, ~~five~~ **four** of whom shall be elected annually by all professional librarian Members at Dalhousie University. Not less than three of the members shall have appointments without term, and each of the libraries (the Killam Memorial, the Sir James Dunn Law, ~~Sexton Design & Technology, the MacRae~~ and the W.K. Kellogg Health Sciences Libraries) shall be represented on this committee. **The Sexton Design & Technology and the MacRae Libraries shall have a representative in alternate years.** The ~~sixth~~ **fifth** member shall be a continuing member from the previous committee. The Library System Appointments Committee shall choose its own chairperson from among its members, and shall choose one of its members to be a continuing member, who shall serve a second term without the need of election. No member may serve more than two consecutive years. In no case shall the deliberations of the Library System Appointments Committee be transacted in the absence of a quorum, which shall be two-thirds (2/3) of the members of the Committee (rounded to the nearest whole number). In the event of a resignation from the Committee before the Committee has begun to interview candidates, the resulting vacancy shall be filled by election. If interviews with candidates have commenced, the vacancy shall remain unfilled for the balance of the deliberations. It shall be the responsibility of the continuing member to initiate and oversee the election of the Library System Appointments Committee in the spring of each year and to call a meeting of the committee no later than 1 October of each year.

**Article 12 (Instructors):**

Agreed.

12.20 A Technology Instructor Member who obtains a university degree shall be promoted automatically to the rank of Technology Instructor II from the beginning of the academic year in which the university degree is obtained. **Consideration of promotion from**

**Technology Instructor I to Technology Instructor II may be requested if the Member has completed four years of service, demonstrates a high level of teaching effectiveness and is a registered veterinary technologist in good standing.**

**Article 14 (Appointments and Reappointments):**

Withdrawn by DFA

**Article 17 (Rights, Responsibilities and Professional Relationships):**

Withdrawn by DFA.

**Article 20 (Workloads):**

Agreed.

**Designated Group Administrative Overload**

20.09 With the agreement of the Member concerned and in accordance with the policies and procedures existing within the Departments or other units for establishing a normal teaching workload and establishing a normal academic administrative workload, the Dean may approve or authorize:

- a. overload teaching within a Member's Department, School, College or Faculty, or off-campus as provided in Article 21, for a Member whose composite workload for the year is otherwise considered full-time. In such cases Members shall be entitled to an overload stipend. Overload teaching in another unit of Dalhousie University is dealt with in Article 22;
- b. overload academic administration within Dalhousie University for Members who belong to a designated group and who are providing higher than normal academic administrative service whose composite workload for the year is otherwise considered to be full time. In such cases Members shall be entitled to an overload stipend; and/or
- c. supports for teaching and/or research for Members who belong to a designated group and who are providing higher than normal academic administrative service whose composite workload for the year is otherwise considered to be full time.

~~(d) If the Dean does not have sufficient funds to cover overload stipends under 20.09(b) or (c), the Dean may apply to the Provost for additional funds. If the Dean does not have sufficient funds to cover overload stipends under 20.09(b) or (c), the Dean may apply to the Provost for additional funds will provide the funds. Requests made under 20.09(b) or (c) shall not be unreasonably denied.~~

#### Article 23 (Copyrights, Patents and Author's Rights):

Agreed:

23.03 (a) Members are sole copyright holders in their own lectures. The Board shall give every reasonable assistance to Members to prevent publication, recording or broadcasting of lectures not authorized by the Members concerned.

(b) Consistent with existing protections in the collective agreement, Members are sole copyright holders of their on-line lectures, teaching materials and examinations and shall retain the exclusive right to use, revise, rework and amend the copyrighted materials regardless of any support from the Board for production of the materials or of the manner of recording, storing, transmitting or broadcasting them.

#### Article 25 (Changes in Programme Staffing for Academic Reasons):

Withdrawn by DFA.

#### Article 30 (Vacations, Holidays and Leaves):

Agree to the language changes in Article 30.18:

30.18 Subject to Clauses 30.19 and 30.20, after an initial sabbatical leave a Member may be granted further such leaves after additional periods of service at Dalhousie University, and these additional periods of services and inter-related leave and salary shall be those specified in Clauses 30.17(c), (d) and (e) counted from the resumption of regular duties by the Member following the period of sabbatical leave and shall include any period of pregnancy or parental leave specified in Clause 30.08. **When a Member cancels or postpones their sabbatical or educational leave to take a pregnancy or parental leave, the Member shall retain leave credit for years of service spent on pregnancy and parental leave for use following a planned sabbatical or educational leave.**

Agree to an LOU, forming a Joint Committee to examine the protected leaves under the Labour Standards Code and make recommendations on the Collective Agreement's amendments before the next round of bargaining.

**Recognition of Instructor's service**

30.32 (a) The Board agrees to grant educational leave to pursue academic studies that complement their work at Dalhousie University and which will also benefit their Department to instructor Members on the conditions set out in this Clause 30.32. In order to be eligible for the granting of education leave, a Member must have ~~been classified as a Senior Instructor and also shall have~~ completed six (6) years of service at Dalhousie University, or shall have completed seven (7) years of service at Dalhousie University calculated from the initial date of the previous educational leave project.

**(i) Up to three (3) years of service in a limited term appointment at Dalhousie in the six academic years preceding a continuing stream appointment or appointment to the rank of Senior Instructor will count towards eligibility for educational leave at a ratio of 1:1 provided that the Member succeeds in achieving a continuing stream appointment or appointment to the rank of Senior Instructor at Dalhousie University.**

**Article 32 (Benefits):**

Withdrawn by DFA.

**Article 33 (Health and Safety):**

Agreed:

**33.07 (c) Upon request from a Member, the Board shall, at the Board's expense, provide the appropriate personal protective equipment needed to protect them from hazards in their workplace. Where possible, PPE for research activities should be covered by research funds.**

**Article 35 (Transition, Term and Duration):**

Agreed:

35.01 Except as may otherwise be specified, this Collective Agreement shall take effect from the date it is signed and remain in force until the end of 30 June **2022** but including any

period of negotiation until a new Collective Agreement is signed or the right to strike and lock-out accrues.

**35.01A Members who have retired or terminated employment before the signing of this Collective Agreement shall receive the increases in regular salary rates in Article 31 that apply up to the date of their retirement or termination.**

**Appendix III - LOU re 14.16 and 14.18**

Withdrawn by DFA

**Appendix II - Calculation of Y-Value**

Agreed

**The Board agrees to recognize non-traditional scholarship and traditional ways of knowing in the calculation of y-values and proposes the parties agree to an LOU, forming a Joint Committee to consider how non-traditional scholarship and traditional ways of knowing will be assessed and weighted. The Joint Committee will be composed of the Academic Staff Relations Manager, DFA's Administrative Officer, a representative from each of the Dalhousie Black Faculty & Staff Caucus and the Indigenous Faculty Caucus ~~and they will consult with relevant faculty caucuses~~. The Committee will provide recommendations to be approved by ABC and implemented, effective ~~September 1~~, July 1, 2021.**

**COVID LOU**

Agreed

**COVID-19 Letter of Understanding**

1. As many Members are required to work remotely, the Board will make its best efforts to provide necessary home office equipment and supports. With approval of the Dean, Members may request reimbursement for the purchase of reasonable home office equipment and supports to enable completion of essential work tasks **that they incur or have incurred since March 16, 2020**. As appropriate, the Dean may alternatively recommend that the member utilize/borrow existing campus-based equipment for home

use. Equipment purchased with Faculty funds is the property of the Faculty and needs to be returned to campus when virtual operations end.

2. Members who are required to have in person contact with students, other faculty and/or staff shall be provided with the appropriate personal protective equipment, at the Board's expense.
  - a) Where possible, PPE for research activities should be covered by research funds.
3. Upon request to the Dean, Members have a right to defer applying for reappointment, tenure, continuing appointment, or appointment without term for up to two (2) years. This request must stem from COVID-19 work disruption and current appointments will be extended accordingly.
4. With the approval of their Dean, a Member may elect to defer approved sabbatical, educational or special leave during the 2020/2021 academic year for reasons relating to COVID-19 disruptions. Member(s) will retain the duration of the deferral, up to a maximum of 1 year, for use toward their subsequent leave.
  - a) Requests to defer a leave beginning July 1, 2020 should be made to the Dean by June 1, 2020.
  - b) Requests to defer a leave beginning January 1, 2021 should be made to the Dean by August 1, 2020.

This provision does not remove or contravene a Member's rights under Clause 30.21.

5. The parties waive the 10% carry-forward maximums relating to the DFA travel fund under Clause 30.33 for 2019/2020. Unspent balances will be returned to each unit's travel fund for the 2020/2021 year. The 30% maximum carry-forward for amounts accumulated over three years are waived for 2019/2020.
6. Costs for travel cancelled because of COVID-19 (including the university's cancellation of all university-related travel) that cannot be refunded will be paid out of supplemental leave grants for sabbatical, educational and special leaves and travel grant funding that had already been approved; Members will continue to have access to travel funds, including the DFA travel fund.
7. Members with Parking permits will receive a rebate of 1/6<sup>th</sup> of their annual parking fees for the 2019/20 year.
8. The parties agree that the DFA Travel fund may be used to pay for fees associated with attending conferences that have moved to an on-line format due to travel restrictions from the COVID-19 pandemic.

9. Consistent with existing protections in the collective agreement, Members have the academic freedom right to determine the appropriate method of delivery of online classes they are scheduled to teach, including how to best deliver a class or program, subject to applicable health directives and safety considerations.
10. The parties waive the requirement under Clause 18.09 that student surveys/evaluations from Winter, Spring, and Summer terms 2020 be placed in any special file for a Member created for the specific purposes of consideration of the Member for reappointment, promotion, tenure, continuing appointment or appointment without term. The student surveys/evaluation shall be provided in confidence to the Member.
11. The parties approve the extension of the timeline for determining workload in those cases where a Member's workload, for the academic year 2020/2021 was finalized by the 1 March deadline, but the Department Chair/Head/Director and Dean wish to negotiate a revised teaching workload, which must be in place no later than 1 July 2020.
12. Member(s) who are required to work from home may request an accommodation due to family, health or other matter covered by the Dalhousie Accommodation Policy. Those entitled to an accommodation under the Policy will be accommodated to the point of undue hardship.
13. In recognition of the additional demands placed upon a Member during the COVID pandemic, all Members shall be granted an additional five (5) days of vacation in the 2021-2022 vacation year.
  - a. With the approval of their Dean, Members who are unable to take some/all vacation for the academic year 2019/2020 due to workload resulting from COVID will be able to carry forward remaining vacation to the year 2020/2021.
14. ~~Members shall have the option of working remotely or on campus until the Nova Scotia Medical Officer of Health declares an end to the COVID-19 health emergency. Members shall be permitted to return to campus to access their regular places of work or work at their regular places of work provided they comply with the requirements imposed by the Medical Officer of Health and orders under the Occupational Health and Safety Act. Such permission shall not be unreasonably denied.~~

Withdrawn by DFA

15. Consistent with existing protections in the collective agreement, unless otherwise agreed, Members are sole copyright holders of their on-line lectures, teaching materials and examinations and shall retain the exclusive right to use, revise, rework and amend

the copyrighted materials regardless of any support from the Board for production of the materials or of the manner of recording, storing, transmitting or broadcasting them.

This Letter of Understanding shall form part of the Collective Agreement.

**Monetary Proposals**

**Salary**

IMC effective July 1, 2020 = **1.0%**

IMC effective July 1, 2021 = **1.25%**

**CDI**

Increase by IMC

**Harmonize CDI**

Withdrawn by DFA

**Promotion adjustment:**

Withdrawn by DFA

**Salary Scales:**

Increase by IMC

**Salary Maxima:**

Increase by IMC

**Overload stipends:**

Increase by IMC

**Supplemental Leave Funds:**

Increase by IMC



### Health Spending Account

Increase to \$1000

### Anomalies Fund, Administrative Stipends, Market Differentials, Travel Funds, Supplemental Leave Fund, PDA:

Increase by IMC

### Cessation of transfers:

Agreed

- The parties agree to commission an independent report to examine the indexing of pensions under the Pension Plan, **the costs of indexing, and the** potential impacts of cessation of transfers on current and future retirees, as well as any steps that can be taken to mitigate these impacts.
- The DFA's agreement to commission the independent report does not mean that the DFA accepts cessation of transfers.
- The report shall be commissioned on or before January 1, 2021 and submitted to the parties on or before **April 1, 2022**.
- ~~The parties will share the~~ The costs of this independent report will be borne by the Pension Plan, if feasible, and if not, by the Board.

### CPP:

Agreed

Proposed language:

### Letter of Understanding-Canada Pension Enhancement Integration

The DFA **and the Board** agrees in principle to integrate the enhanced portion of the Canada Pension Plan with the Dalhousie University Staff Pension Plan effective **January 1, 2022 2023**. The DFA and the Board agree to refer the matter to the Pension Advisory Committee with a request to report back to the parties within one year from the date of signing of this letter of understanding with ~~recommendations on how to implement this agreement in principle~~ an accrual formula that is easy to administer/communicate and that ~~results in cost savings equivalent to integrating with the CPP enhancement.~~ reflects integration of the CPP

enhancement. ~~Any cost savings will go to the Board~~ be shared between the ~~parties~~ Board and active Plan members.

~~The Pension Advisory Committee recommendations shall provide for a move to a formula of 1.75% of earnings up the BA-3 YAMPE and 2.0% of earnings above the BA-3 YAMPE, effective January 1, 2022, include draft amendments to the calculation of the lifetime pension in Rule 8 of the plan to provide for future service accrual of 1.8% of Average Best 3 Year Salary up to the YMPE5\* (plus .2% up to the YMPE5\* for a bridge benefit up to age 65), 1.2% of Average Best 3 Year Salary between the YMPE5\* and YAMPE5\* (plus .8% between YMPE5\* up to the YAMPE5\* for a bridge benefit up to age 65) and 2% of Average Best 3 Year Salary above the YAMPE5\*, with a corresponding reduction in regular employee contributions in Sub-Rule 13, as amended, to offset increases in employee's CPP contributions.~~

~~YMPE5 and YAPME5 refer to the average 5 year values of YMPE and YAMPE.~~

~~For greater certainty, the DFA and the Board intend to maintain a stacked Dalhousie pension and have has not agreed to full integration of the Dalhousie University Staff Pension Plan with the Canada Pension Plan.~~

If CPP enhancement is cancelled, there shall be no amendments. If CPP enhancement is modified, the Pension Advisory Committee shall make recommendations that also reflect the modifications.