

**Package Proposal**

**Salary**

IMC effective July 1, 2020 = 0.25%

IMC effective July 1, 2021 = 0.25%

IMC effective July 1, 2022 = wage reopener

**CDI**

No change (as stated in the 2017-2020 collective agreement)

**Promotion adjustment:**

Not agreed

**Salary Scales:**

No change (as stated in the 2017-2020 collective agreement)

**Salary Maxima:**

No change (as stated in the 2017-2020 collective agreement)

**Overload stipends:**

No change (as stated in the 2017-2020 collective agreement)

**Supplemental Leave Funds:**

No change (as stated in the 2017-2020 collective agreement)

**Health Spending Account**

No change (as stated in the 2017-2020 collective agreement)

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

No change (as stated in the 2017-2020 collective agreement)

**Cessation of transfers:**

Language proposed by the Board on August 31, 2020

**CPP:**

Integration of full CPP

**Article 1 (Definitions):**

Not agreed

**Article 11 (Professional Librarians):**

Agreed, language proposed by DFA on July 16, 2020

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):**

Not agreed

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

Not agreed

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

Not agreed

**Article 20 (Workloads):**

Not agreed

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

Agreed to the language, as proposed by DFA on August 17, 2020, with a slight alteration to the numbering.

- 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):**

Not agreed

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

Agree to the language changes in Article 30.18, as proposed by DFA on July 16, 2020. The other sub articles are not agreed.

- 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.**

**Article 32 (Benefits):**

Not agreed

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

Proposed language:

**33.03(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):**

Proposed language:

**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 2023, but including any period of negotiation until a new Collective Agreement is signed or the right to strike and lock-out accrues.**

**35.01 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 II - Calculation of Y-Value**

Not agreed

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

Not agreed

**COVID LOU**

Proposed language:

**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. The Board may be required to make decisions to protect the health and safety of all employees. The Board will consult with DFA before making health and safety decisions that significantly alter the terms and conditions of employment of DFA members.
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.

IN WITNESS WHEREOF the Parties hereto have signed this Letter of Agreement at Halifax, Nova Scotia this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Dalhousie Faculty Association

\_\_\_\_\_  
Witness to Dalhousie Faculty  
Association

per: \_\_\_\_\_

Board of Governors of Dalhousie  
University

\_\_\_\_\_  
Witness to Board of Governors  
of Dalhousie University

per: \_\_\_\_\_