

September 5, 2025

Via email: LabourBoard@novascotia.ca

Nova Scotia Labour Board
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DFA and Dalhousie Board of Directors, LB-2860/2861 – Amendment to Complaint

Since the Dalhousie Faculty Association (the “**DFA**”) filed its complaints (LB-2860/2861), the Dalhousie Board of Directors (the “**Board**”) has engaged in further conduct that violates ss. 35 and 53(1) of the *Trade Union Act*, RSNS 1989, c 475. These violations are a continuation of the same type of conduct originally complained of.

The DFA writes in order to amend its complaint pursuant to s. 36 of the *Trade Union Act* by adding the following grounds:

1. On September 2, 2025, the DFA’s President, David Westwood, received a letter from Grace Jefferies, Vice-President, People and Culture of Dalhousie University: **Tab 1**. Ms. Jefferies’ letter put in writing some aspects of informal, off-the-record discussions, that Ms. Jefferies characterized as an “offer.” The letter asked that the DFA respond to the Board’s “offer” by noon on September 4, 2025.
2. Neither Ms. Jefferies nor Mr. Westwood are part of their respective parties’ bargaining teams. Ms. Jefferies’ correspondence was not copied to any members of the DFA’s bargaining team. According to the bargaining protocol that the DFA and the Board agreed to, all bargaining proposals are to be exchanged between the parties’ bargaining teams: **Tab 2**.
3. On September 4, 2025, the DFA replied to Ms. Jefferies’ letter within the deadline the Board imposed. The DFA requested that the exchange of proposals be done in accordance with the parties’ bargaining protocol and that the parties return to the bargaining table. The DFA reminded the Board that its practice of communicating directly to the DFA’s members was now the subject of a complaint before the Labour Board.
4. Later that day, the Board posted a labour relations update to its website, titled “Dalhousie Board welcomes conciliation opportunity with DFA, offers to meet earlier to resolve labour disruption,” which was then amended to link to Ms. Jefferies’ letter, characterized as a “revised formal offer”: **Tab 3**. The Board’s update is misleading. There was no “formal offer” in accordance with bargaining protocols: Ms. Jefferies’ letter presents only select aspects of the informal discussions between the parties, and it was delivered in violation of the bargaining protocols that the Board itself agreed to.

5. The Board's communications are calculated to influence the DFA's members and to undermine the DFA's bargaining team. By broadcasting informal, off-the-record discussions between the parties, the Board interferes with the DFA's representation of its members and seeks to bargain directly with the employees in contravention of the *Trade Union Act*. By purporting to be ready and willing to engage in discussions with the DFA about its "revised formal offer" ahead of conciliation, the Board glosses over the fact that the Board has not responded to the DFA bargaining team's last three requests to return to the bargaining table. The DFA says the Board has shown little willingness to bargain at all – let alone to do so in good faith.
6. The Board has attempted to sow division and confusion among the DFA's members. Not only has the Board failed to make every reasonable effort to conclude a collective agreement, but it has actually impeded the parties from doing so, thereby continuing the lockout. The DFA says that on the whole, the Board's conduct demonstrates bad faith. The Board has shown that it has no intent or interest in complying with the *Trade Union Act*.
7. The DFA respectfully repeats its request that the Labour Board:
 - a. Declare that the Board has breached ss. 35 and 53(1) of the *Act* by failing to bargain with the Union in good faith;
 - b. Order the Board and its agents to cease any further unfair labour practices;
 - c. Order the Board to return to the bargaining table; and
 - d. Order such further and other relief as may be requested at or before the hearing of this matter.

Yours truly,

David C. Wallbridge

cc. DFA; Nasha Nijhawan (nasha@nmbarristers.com)