

**Article 1: Definitions**

1.09 The words "designated group" shall mean:

- (a) the groups designated by the Employment Equity Act, meaning women, disabled persons, Aboriginal Peoples and visible minorities; and
- (b) persons protected under Clause 4.01 on the basis of sexual orientation, gender identity and gender expression.

Mi'kmaq people will be given preference among Aboriginal Peoples and African Nova Scotians will be given preference among visible minorities.

Agreed Nov 22  
j Walsh  
R/C

*Alard  
Jan 20, 2018*

*Maise  
Jan 30 2018*

Board to DFA 26 June 2017

Article 5: Recognition

- 5.01 The Board, pursuant to the certification by the Nova Scotia Labour Relations Board, recognizes the Association as the sole and exclusive bargaining agent for all Members described in Certificate No. 2478, dated 24 November 1978, and its accompanying letter of clarification, as amended by Certificate No. 2885, dated 19 August 1982, with its letter of clarification of that same date, and as amended by Certificate No. 4173, dated 21 April 1993, and as amended by Certificate No. 4544, dated 11 December 1997 and as amended by Certificate No. 0582, dated 19 November 2014 as may be further amended from time to time. A copy of Certificate No. 2478 and its letter of clarification, and of Certificate No. 2885 and its letter of clarification and Certificates Nos. 4173 and 4544 and Certificate No. 0582 are given in Appendix II.
- 5.02 In addition to the exclusions described in the Nova Scotia Labour Relations Board's Certificates and the Memorandum of Agreement, additional exclusions from the bargaining unit are:
- Associate Deans
  - Associate University Librarians
  - Director, Counselling Services**

Article 7: Rights of the Association

- 7.06 The Board agrees to print the annual amount of dues deducted from each person's salary in accordance with Clauses 7.02 and 7.04, on behalf of the Association, on that person's T4 slip. ~~The Board shall provide the Association, by 15 February of each year, a list of names, employee numbers, social insurance numbers and the amount of dues deducted, in accordance with Clauses 7.02 and 7.04, from each person's salary in the preceding year.~~

Aug 29 2017  
maed  
R

Article 11: Professional Librarians

- 11.07 In the case of an application for reappointment, appointment without term, or promotion, those Members who identify as Aboriginal or African Nova Scotian may elect to have an Aboriginal or African Nova Scotian non-voting representative on their Library Appointments Committee. The representative will be chosen by the Member and must be arms length and have an academic appointment at Dalhousie University. The role of the representative is to provide advice to the Committee on any aspect of the Member's application that may be a reflection of the Member's heritage and/or identity. The representative may prepare an independent report to be added to the Member's file.

## Article 12: Instructors

- 12.03 (a) There shall be a job description, including related workloads, prepared by the appropriate Department **Chairperson** in consultation with the Member concerned for each current position held by instructor Members. ~~Where an instructor Member is employed during any twelve-month period for less than twelve (12) months, the legitimate requirements as provided in Clause 12.14, shall be included in the instructor Member's job description.~~ **Job descriptions shall set out in as much detail as is reasonable the teaching, service and scholarly other academic responsibilities (if appropriate) of the instructor Member.** For all part-time instructor Members, the job description shall include the single fraction of full-time duties associated with the position and this fraction shall not be less than one-half. ~~In the event of any disagreement, the matter will be resolved at a Departmental meeting which all Members in the Department shall have the right to attend. If a vote is taken on the resolution of the disagreement, all Members present shall be entitled to vote.~~
- (b) When a new position is created, a job description shall be prepared by the Department prior to posting of the notice referred to in Clause 12.10(a). At the time of posting or advertising, a copy of the job description shall be provided to the Association. Such job description shall comply with Clause 12.03(a).
- (c) **The appropriate Department Chairperson will make reasonable effort by March 1 of each year to inform each instructor Member of the details of their workload for the next academic year.**
- ~~(e) A job description for a new position or a revision to an existing job description shall be provided to an instructor Member upon appointment and annually by March 1 of each year where a revision is made.~~
- ~~(d) Job descriptions required by Clause 12.03 or Clause 12.05 shall be set out in detail specifying the teaching duties and service requirements of the instructor Member; specific teaching duties include the number and, and where appropriate identity of courses and whether a course is a new course which requires extra preparation.~~
- 12.10 (c) **The process in Clause 12.10(a) shall not be required when the Board seeks to renew the appointment of an instructor Member provided that reappointments without further posting or advertising under this Clause are granted to permit a maximum of six years consecutive service before the process in Clause 12.10(a) is required.**

~~Clauses 12.04, 12.05, 12.11, 12.14 per 12 October 2017 proposal.~~

Agreed  
Nov 15 2017  
Maer  
R(u)

**Article 12: Instructors**

12.05 Reasonable revisions to the job description shall be made, when appropriate, by the Department in consultation with the instructor Member involved. ~~In the event of disagreement, the matter will be resolved using the mechanism given in Clause 12.03(a).~~ The instructor Member and the Association shall each be provided with a revised copy.

Article 12: Instructors

Appointments, Reappointments, and Continuing Term Appointments

12.12 (a) A Departmental Appointments Committee shall make recommendations to the Dean through the Chairperson regarding all appointments, reappointments, continuing appointments, and promotion to University Teaching Fellow and such committee shall include an instructor Member (other than the individual under consideration) from the Department. When no other instructor Member is available from the Department, then an instructor Member shall be named by the Association to serve on the Departmental Appointments Committee. No instructor Member shall be appointed or reappointed or promoted to University Teaching Fellow unless he or she has been recommended by such a committee. Each Department shall develop written procedures for the evaluation and assessment of instructor Members, based upon the criteria set out in this Article 12, and such evaluation and assessment shall normally take place no later than 31 October. In the case of reappointment or consideration for a continuing appointment or promotion to University Teaching Fellow the instructor Member shall have the right to be heard by and submit a written statement to the Departmental Appointments Committee.

- (i) **In the case of an application for reappointment, continuing appointment, or promotion to University Teaching Fellow those Members who identify as Aboriginal or African Nova Scotian may elect to have an Aboriginal or African Nova Scotian non-voting representative on their Department-level Committee. The representative will be chosen by the Member and must be arm's length and have an academic appointment at Dalhousie University. The role of the representative is to provide advice to the Committee on any aspect of the Member's application that may be a reflection of the Member's heritage and/or identity. The representative may prepare an independent report to add to the Member's file.**

Agreed Nov 15 2017  
maeol  
R/C

Article 13: Professional Counsellors

- 13.03 (a) There shall be a Counsellor Appointments Committee composed of all professional counsellor Members. Its procedure with respect to appointments and reappointments are given in Clause 14.11 of this Collective Agreement. In case of consideration of continuing appointment, the Director shall make a recommendation after consulting with the Counsellor Appointments Committee, which for this purpose shall be augmented by a person mutually agreeable to the Director and the Vice-Provost (Student Affairs).
- (i) **In the case of an application for reappointment or continuing appointment, those Members who identify as Aboriginal or African Nova Scotian may elect to have an Aboriginal or African Nova Scotian non-voting representative on their Counsellor Appointments Committee. The representative will be chosen by the member and must be arm's length and have an academic appointment at Dalhousie University. The role of the representative is to provide advice to the Committee on any aspect of the Member's application that may be a reflection of the Member's heritage and/or identity. The representative may prepare an independent report to add to the Member's file.**

Agreed Nov 15 2017

maese  
A/U



## Article 14: Appointments and Reappointments

- 14.15 (a) Unless early consideration for tenure has been agreed, a probationary or probationary tenure-track appointee shall be considered for reappointment no later than the fall term of his or her third year but, with the mutual consent of the Member and the Chairperson, Head, Director, Chief Librarian or Dean, may be considered as soon as the spring term of his or her second year. The procedures used shall be those given in Clause 14.11 **and 14.15**. A decision shall be reported to the Member by 31 October of that year if there is fall consideration and 30 April if there is spring consideration. If reappointment is not offered, the reasons shall be given in writing, to the Member upon his/her request at the same time as he or she is informed of the decision not to reappoint.

Assessment of a candidate for reappointment shall be based on evidence that:

- (i) the relevant provisions of the previous appointment have been respected and fulfilled, where appropriate;
  - (ii) the quality of the teaching, librarianship, research, scholarly, artistic and/or professional activity has been satisfactory. Particular strength in some characteristics may be considered to counterbalance relative lack of strength in others so that decisions taken are based on an overall assessment of performance and worth. No Member may be reappointed, however, if performance in any characteristic is less than satisfactory;
  - (iii) programme and budgetary considerations have been satisfied, in accordance with the provisions of Articles 25, 26 and 27 of this Collective Agreement.
- (b) Where a time limit relating to reappointment of a Member is stipulated in this Article 14, the Board and Members affected by or involved in the procedure shall take reasonable steps to ensure that the time limit can be met. Nevertheless, where appropriate reasons are demonstrated, the time limit for a decision and the option for an extension of the Member's appointment may be made by agreement of the Parties at the Association-Board Committee. However, the person requiring the extension must give appropriate reasons and notice of the requested extension in a timely manner to the Member affected by the procedure, to the Board and the Association-Board Committee.
- (c) **In the case of an application for reappointment, those Members who identify as Aboriginal or African Nova Scotian may elect to have an Aboriginal or African Nova Scotian non-voting representative on their Department-level Committee. The representative will be chosen by the Member and must be arm's length and have an academic appointment at Dalhousie University. The role of the representative is to provide advice to the Committee on any aspect of the Member's application that may be a reflection of the Member's**

**heritage and/or identity. The representative may prepare an independent report to add to the Member's file.**

Agreed Nov 15, 2017  
maese  
A(u)

Article 15: Tenure, Continuing Appointment and Appointment Without Term

Procedures for Considering Tenure.

15.20 Before the Chair, Head, or Director of a Department formally considers a Member for tenure, he or she shall inform the Member concerned. In Faculties where Departmental tenure committees are provided for, the Member shall have the opportunity to be heard by, and to submit a written statement to, the appropriate Departmental committee. The Chair, Head, or Director of the Department or School shall in due time make a recommendation to the Dean and in doing so shall indicate any dissent from his or her recommendation among members of the appropriate Departmental committee, or, if there is no committee, among other members of the Department. If the recommendation of the Chair, Head or Director is that tenure not be granted, the Member concerned shall be advised by the Chair, Head or Director of the recommendation made to the Dean.

- (i) **In the case of an application for tenure, those Members who identify as Aboriginal or African Nova Scotian may elect to have an Aboriginal or African Nova Scotian non-voting representative on their Department-level Committee. The representative will be chosen by the member and must be arm's length and have an academic appointment at Dalhousie University. The role of the representative is to provide advice to the Committee on any aspect of the Member's application that may be a reflection of the Member's heritage and/or identity. The representative may prepare an independent report to add to the Member's file.**

Agreed Nov 15 2017  
jmaese  
N/uu

Article 16: Promotion

16.01 A Member who requests consideration for promotion shall submit such request, together with the documentation which the Member believes is relevant, to the Member's Chairperson, Head, Director or Chief Librarian no later than 15 September in the academic year in which such consideration is to occur.

For instructor Members, promotion shall occur when a probationary appointment is converted to a continuing appointment or a University Teaching Fellow. Procedures for instructor Member promotions and/or converting a probationary appointment to a continuing appointment are given in Articles 12 and 15 of this Collective Agreement.

Consideration for promotion shall be by a committee within the Member's Department, School, Library or similar unit, elected by the members of that unit, and by the Chairperson, Head or Director, and professional librarian Members by the Chief Librarian. In no case shall deliberations 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.

For Continuing Education Members, consideration for promotion shall be by the College of Continuing Education Promotions and Tenure Committee as set out in Article 37. Except to the extent as modified by the said Article 37, the provisions of this Article 16 shall apply to Continuing Education Members.

The recommendation of the committee, and of the Chairperson, Head, Director or Chief Librarian, together with all documents and other evidence on which they are based, shall be passed to the Faculty level as provided by Clause 16.02 by 30 November of each year.

- (i) **In the case of an application for promotion, those Members who identify as Aboriginal or African Nova Scotian may elect to have an Aboriginal or African Nova Scotian non-voting representative on their Department-level Committee. The representative will be chosen by the member, in consultation with the Committee, and must be arm's length and have an academic appointment at Dalhousie University. The role of the representative is to provide advice to the Department Head on any aspect of the Member's application that may be a reflection of the Member's heritage and/or identity. The representative may prepare an independent report to add to the Member's file.**

Agreed Nov 15 2017  
Jnaese

Article 17: Rights, Responsibilities and Professional Relationships

Research, Scholarly, Artistic and/or Professional Activity.

17.17 All research, scholarly, artistic and/or professional activity conducted by Members in the course of their duties shall have as its primary objectives the increase of knowledge and understanding, artistic creation, the improvement of the scholarly or professional competence of the Member as a member of the academic staff of the University, and the improvement of teaching. When research, scholarly, artistic and/or professional activities are reviewed and assessed in relation to reappointment, tenure, promotion, or salary increases, they shall be assessed in relation to these primary objectives. Such review and assessment shall likewise take due account of the quality and not merely the quantity of such activities. **In keeping with the Boyer model, scholarship includes the scholarship of discovery, the scholarship of integration, the scholarship of application and/or the scholarship of teaching. Review and assessment of scholarship should take into consideration differences in discipline and culture. Review and assessment of scholarship should recognize non-traditional forms of scholarship and traditional ways of knowing.**

~~The parties recognize that certain Members or groups of Members may engage in non-traditional forms of scholarship such as:~~

- ~~(i) — Aboriginal or non-Western forms of scholarship and teaching;~~
- ~~(ii) — Public dissemination of scholarly work through engagement with government or community organizations;~~
- ~~(iii) — Technology transfer of discoveries, innovations and inventions (including patents and licensing);~~
- ~~(iv) — Work that bridges traditionally academic and traditionally artistic forms of knowledge production;~~
- ~~(v) — Products of community-engaged scholarship that bridge the boundaries of teaching, research and service.~~

Academic Administration Within Dalhousie University.

17.20 The Parties recognize that the self-governance of the University depends upon the willing participation of Members in the activities of their Departments, Schools, Colleges, Faculties, and in the Senate and other bodies to which a Member may be elected or appointed. Insofar as such is consistent with their primary responsibilities in teaching and research, Members have the right and the responsibility to participate in such bodies when called upon to do so or when elected to such bodies. Service to the Association shall be treated neither more nor less favourably by Departments and other units of Dalhousie University than committee and similar duties performed for Departments, Faculties and Dalhousie University generally, for purposes of assessing and evaluating a Member's contribution to academic administration within Dalhousie University. **Aboriginal and African Nova Scotian Members who provide higher than normal academic administrative service shall be provided with appropriate teaching/research assistants.**

Agreed Nov 15 201  
Draese  
R. C.

Article 20: Workload

20.09 With the Agreement of the Member concerned and in accordance with the policies and procedures existing within the Department or other teaching 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 also 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 ~~an equity-seeking~~ 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 ~~an equity-seeking~~ group and who are providing higher than normal academic administrative service whose composite workload for the year is otherwise considered to be full time.**

Agreed Nov 15 2017  
J. Halse  
N/C

DFA to Board

Alard  
January 30, 2017

Madse  
Jan 30 2018

11 October 2017

**Article 28: Disciplinary Actions, Suspension and Dismissal**

- 28.01 (a) Any disciplinary action, including a letter of reprimand or warning, shall be taken only for just and proper cause. Causes for disciplinary action include: gross misconduct; misrepresentation of credentials; persistent neglect of duty to students or to the University; failure to maintain an acceptable standard of competence and performance in duties appropriate to the appointment; malicious damage to University property. Causes for suspension include an immediate threat to the functioning of the University. Illness, including drug addiction, alcoholism and psychological disorders, are not causes for disciplinary action and shall be considered in accordance with the provisions of Clauses 30.05 to 30.07.
- (b) Where disciplinary action, including suspension or dismissal, has been recommended pursuant to the procedures set out in the Sexual Harassment Policy approved by the Board on 16 March 1999, and the Statement on Prohibited Discrimination issued by the President on January 2001, the Member and the Association shall be given a copy of all relevant materials, including the decision(s) referred to in Clause 28.10, prior to the initiation of the procedures contained in this Article 28.

**Procedure for Those Holding Appointments as Instructor (Except U.T.F.) or Professional Counsellor Members.**

28.02 The step procedure for disciplinary action shall be:

- (a) Verbal warning. A Member shall be warned at a meeting of the Dean, the Chairperson and the Member in question. The Board may indicate what disciplinary remedy the Board intends to take. If agreement is reached as to the disposition of the matter, it shall be reduced to writing, countersigned by the Dean and the Member, and forwarded to the Association within five (5) days.

or

- (b) Written warning. If the procedure of Clause 28.02(a) is not successful in resolving the problem, within thirty (30) days (unless the Board has initiated proceedings at this step) a written warning may be given by the Dean to the Member. A written warning shall include details of the cause of discipline and

any proposed remedy, and a copy of the warning and proposed remedy shall be sent to the Association within five (5) days. If agreement is reached as to the disposition of the matter, it shall be reduced to writing, countersigned by the Dean and the Member, and forwarded to the Association within five (5) days.

- (c)
  - (i) Suspension. If the matter is not resolved by the procedures of Clause 28.02(b), the Vice-President shall meet with the Member and the Chairperson. The Vice-President shall state the alleged violation(s) included in the written warning that remains unresolved, which may include the Member's failure to take remedial actions specified therein. No matter may be brought forth as reason for disciplinary action unless it has been previously stated in the written warning as provided in Clause 28.02(b). The Vice-President may then inform the Member of the Board's intention to suspend and the duration of the suspension. The suspension may not commence earlier than thirty (30) days from the date of the meeting.
  - (ii) If a grievance is not filed within thirty (30) days of the meeting, the suspension is deemed accepted and shall be without pay for a period of up to three (3) weeks.
  - (iii) If a grievance is filed, the Board may suspend the Member from some or all duties at Dalhousie University and the suspension shall be with pay. A letter to the Vice-President from the Member and/or the Association that denies the alleged violation(s) of this Collective Agreement and/or contests the remedy sought by the Board as inappropriate or unjust shall be deemed notification of filing a grievance pursuant to Clauses 29.05(a) and 29.07.
- (d) Dismissal. If the procedures of Clause 28.02(c) have been carried out but the matter that was the subject of the provisions herein continues when the Member returns, within sixty (60) days of the Member's return to his or her duties and responsibilities at Dalhousie University, the Vice-President may give written notice to the Member of the Board's intention to dismiss, and a copy shall be forwarded to the Association. This written notice shall contain a complete statement of the grounds for dismissal, but no matter may be stated as grounds for dismissal unless it was included in the written warning pursuant to Clause 28.02(c). Within twenty (20) days of such notice having been given, the Member shall inform the Vice-President in writing of a decision either to accept dismissal or to oppose the dismissal through the grievance procedure in Article 29. Failure to inform the Vice-President within twenty (20) days shall be deemed to represent acceptance of dismissal.

28.03 Notwithstanding the procedures provided in Clause 28.02, the Vice-President may suspend a Member by written notice for stated cause involving extraordinary circumstances. Such circumstances include an immediate physical threat by the Member to any individual in Dalhousie University, or an immediate and serious threat to the functioning of Dalhousie University or the property of Dalhousie University. The suspensions may be from some or all duties at Dalhousie University and shall be with pay; however, some privileges may be withdrawn. Within twenty (20) days of the date of suspension, the Board shall notify the



Member by registered mail, of what further action it intends to take, if any, with a copy to the Association. If no notice is received in the aforementioned twenty (20) day period, the suspension is deemed to terminate.

- 28.04 When disciplinary proceedings are dismissed, withdrawn or resolved without disciplinary action or remedy, no records of disciplinary proceedings that identify the Member concerned shall be kept. When a disciplinary action or remedy is upheld or agreed to, unless further disciplinary penalties are assessed within the period of eighteen (18) months following imposition of discipline, the record of such action, including but not limited to letters of reprimand and warnings, and anonymous complaints shall be removed from the Member's Principal Personal File (pursuant to Article 18).
- 28.05 The Vice-President, upon recommendation of the Dean, may suspend a Member for reasons of health if there is reason to believe that the Member's health is seriously interfering with his or her ability to carry out duties and responsibilities and if the Member refuses to accept reasonable arrangements for leave or variation of duties and responsibilities that may be proposed by the Dean. Suspension of this sort shall not lead to disciplinary proceedings; however, the Member may initiate grievance proceedings to question the Vice-President's decision of suspension. Suspension invoked in these circumstances will terminate when the Member presents medical evidence, including a certificate from an examining doctor named by the Member and acceptable to the Association-Board Committee, indicating that the Member is fit to resume duties and responsibilities. The Dean may vary such duties in light of the medical report and in consultation with the Member's Department.
- 28.06 Notwithstanding Clause 28.02, disciplinary action may be commenced at the succeeding step of Clause 28.02 if a Member has, within the preceding eighteen (18) months, been assessed a disciplinary penalty in accordance with this Article 28; for the purpose of this Clause 28.06, Clause 28.02(b) shall be the succeeding step to Clause 28.02(a). In such a circumstance, the Board may initiate the disciplinary action at the next step succeeding that where the last disciplinary action was terminated. The Member shall be advised in writing of all incidents and other alleged violations upon which the Board is relying in taking disciplinary action. Matters either not contained in the Board's aforementioned written statement or unrelated to the incidents and/or alleged violations referred to shall not be introduced in any step of the grievance procedure.
- 28.07 The onus shall be on the Board to establish just cause for any disciplinary action.
- 28.08 The Association shall have the right to be present at all steps, and, if so requested by the Member, to represent the Member at all steps. It is understood that the Member shall also be present at all steps.

Procedure for Members Holding Appointments as **University Teaching Fellow, Professional Librarian or Professor Other Than as Instructor or Professional Counsellor Members.**

**28.09** When the Dean of the Faculty in which a Member holds an appointment, or a Vice-President if there is no appropriate Faculty, has reason to consider disciplinary action, he or she shall invite the Member concerned and any person the Member may wish to accompany him or her to meet and discuss the matter. The Dean or Vice-President concerned shall also invite the President of the Association or his or her designate to attend that meeting as an observer. If the matter is resolved to the satisfaction of the Dean or Vice-President and the Member, then, with the concurrence of the President of the Association, the formal procedures of this Article 28 need not be invoked.

**28.10** If the matter is not resolved in accordance with Clause 28.09, then formal disciplinary procedures may be initiated and the responsibility for laying a complaint shall rest with the Dean of the Member's Faculty or Vice-President if there is no appropriate Faculty. The Dean or Vice-President laying the complaint shall advise the Member in writing of the complaint and that the matter is being referred to a Dalhousie University Hearing Committee. This letter to the Member shall give detailed particulars of the complaint, including references to times and places where appropriate, names of witnesses to be called and any sanction being sought.

The complaint shall be formally laid as soon as possible, but in no case later than three months after the alleged incident has come to the attention of the Dean or Vice-President. A copy of the letter to the Member shall be sent at the same time to the President of the Association.

Where the recommendation for disciplinary action arises from an investigation established pursuant to the procedures as set out in the Sexual Harassment Policy, the decision under section 40 of that Policy, which shall be conveyed in writing, shall be deemed the alleged incident referred to in this Clause 28.10 for purposes of establishing time limits. Where the recommendation for disciplinary action arises from an investigation established pursuant to the procedures as set out in the Statement on Prohibited Discrimination, the decision under paragraph 18 of that Statement, which shall be conveyed in writing, shall be deemed the alleged incident referred to in this Clause 28.10 for purposes of establishing time limits.

**28.11** There shall be a Dalhousie University Hearing Committee composed of two members named by the Association, two members named by the President acting on behalf of the Board, and two Members elected by the Senate. Each of the members named shall serve for two years. Members' terms shall automatically extend to the conclusion of any case in which they have been concerned prior to the date fixed for their ordinary retirement, if the case continues beyond that time. The committee shall name its own chairperson and vice-chair person and the

chairperson or vice-chairperson shall designate any three members including himself or herself to serve as a Hearing Committee to consider any allegation of cause for disciplinary action from a

Dean or Vice-President. The three members designated must include one from each of the three nominating parties.

- 28.12 Within seven days of the charge being laid the chairperson of the committee shall contact the Member and arrange for an initial meeting at a time convenient to the Member. That initial meeting shall take place as soon as possible but not later than one month from the date the charge was laid.
- 28.13 The Dalhousie University Hearing Committee shall conduct its proceedings in accordance with the rules of natural justice. It shall conduct hearings in camera unless the Member, the Dean or Vice-President concerned and the committee agree that hearings shall be open. The committee shall permit the Member and the Dean or Vice-President concerned to be assisted by a representative and shall permit the Association to be represented by an observer designated by the President of the Association. The committee shall keep a taped record of any hearings if requested by the Member, the Dean or Vice-President concerned, or the Association. This taped record shall be made available to any grievance and arbitration proceeding that may arise. The committee shall determine whether just and proper cause for disciplinary action does or does not exist. It shall make a recommendation whether disciplinary action or some other action such as voluntary leave is justified. It shall consider the charges and the evidence adduced to support the charges. It shall provide full opportunity for the Member concerned to adduce evidence, to cross-question and to present argument, including argument in rebuttal. The committee may seek and consider additional evidence that bears upon the charges. A Member's having used the grievance and arbitration procedures shall not be used as evidence against that Member.
- 28.14 The charges may be withdrawn by the Dean or Vice-President concerned and the hearing by the committee may be terminated at any time if a settlement satisfactory to the Member and the Dean or Vice-President concerned is reached. In any event, the committee shall report on its proceedings, giving written reasons for its decision and shall state its findings of fact relevant to the particulars of the charge in question and to any recommended disciplinary action. As soon as possible this report shall be presented to the President of the University and at the same time a copy of the report shall be sent to the Member, to the Dean or Vice-President concerned and to the President of the Association.
- 28.15 The President, upon reviewing any report of a Dalhousie University Hearing Committee which records the findings of fact and makes recommendations concerning disciplinary action, shall invite the Member concerned and any person the Member may wish to accompany him or her, the Dean or Vice-President concerned, and the President of the Association or his or her designate to meet to discuss the report of the Dalhousie University Hearing Committee. The Member concerned shall be given the opportunity to make an oral or written statement or representations within a reasonable period. The President may then decide to take no action or to invoke disciplinary action which shall not exceed in severity that recommended by the Dalhousie University Hearing Committee, and the President shall advise the Member concerned

in writing of his or her decision as soon as possible, but in no case later than thirty days after the meeting with the Member as provided in this Clause 28.15 or alternatively within thirty days of receipt of representations, if any, from the Member following the meeting with the President. A copy of the letter to the Member from the President shall be sent to the Dean or Vice-President concerned and to the President of the Association.

28.16 When disciplinary proceedings are dismissed, withdrawn or resolved without disciplinary action, no records of disciplinary proceedings that identify the Member concerned shall be kept. Where there is a settlement of the matter (as specified in Clause 28.09) resulting in the Member's agreeing to accept disciplinary action, or where there is a report of a Dalhousie University Hearing Committee recommending disciplinary action and the disciplinary action is taken by the President, records of the proceedings may be maintained in a special file for the purpose. Letters of reprimand or warning shall be removed from the Member's Principal Personal File when no further penalties have been imposed on the Member for eighteen months from the date of the reprimand or warning. Any Committee of Hearing may rule that any extant letters of warning or reprimand, whether in the Member's Principal Personal File, or in a special file, are admissible to their considerations at the time of deciding on the sanction to be imposed on a Member found guilty of a charge.

28.17 If an accused Member cannot be found at any stage of the proceedings carried out pursuant to this Article 28, written statements shall be sent to the Member's last-known home address by registered mail. The President of the Association shall be sent a copy of these written statements at the same time and the President of the Association may appoint someone to represent the Member during his or her absence.

The President of the Association shall also have the right to refer decisions made in accordance with this Article 28 to the grievance and arbitration procedures in Article 29, whether the accused Member has been found or not.

Suspension.

28.18 The President may suspend a Member by written notice for stated cause involving extraordinary circumstances. Such circumstances include an immediate physical threat by that Member to any individual in Dalhousie University or to the property of Dalhousie University, or an immediate and serious threat to the functioning of the University. The suspension may be

from some or all duties in Dalhousie University and may withdraw some privileges except salary and benefits.

28.19 When the President has acted to suspend a Member, the President shall invite the Member concerned, any person the Member may wish to accompany him or her, the Dean or Vice-President concerned, and the President of the Association or his or her designate to meet and discuss the matter. If the matter is resolved to the satisfaction of the President and the Member,

then with the concurrence of the President of the Association the matter shall be considered settled as agreed by the President and the Member.

- 28.20 the matter is not resolved in accordance with Clause 28.19, the President shall advise in writing the Member and the President of the Association whether disciplinary proceedings are to be initiated. If they are not to be initiated by the President and the Member wishes to question the President's decision on suspension, the Member may initiate grievance proceedings. In any grievance proceedings the onus shall be on the President to establish cause for suspension.
- 28.21 In addition to the provisions of Clauses 28.18 to 28.20, the President may suspend a Member for reasons of health if there is good reason to believe that the Member's health is seriously interfering with his or her ability to carry out duties and responsibilities and if the Member refuses to accept reasonable arrangements for leave or variation in duties and responsibilities that may be proposed by the President. Suspension of this sort shall not lead to disciplinary proceedings. The Member may initiate grievance proceedings to question the President's decision of suspension. Suspension invoked in these circumstances will terminate when the Member presents medical evidence, including a certificate from an examining doctor named by the Member and acceptable to the Association-Board Committee, indicating that the Member is fit to resume duties and responsibilities. The Chief Librarian, Dean or Vice-President concerned may vary such duties in the light of the medical report and in consultation with the Department or other similar unit.

Dismissal.

- 28.22 A Member holding an appointment with tenure, **continuing** or without term, or for a term not yet expired, may be dismissed for cause, including causes set out in Clause 28.01.
- 28.23 Dismissal for cause shall not be initiated unless such action is consistent with the recommendations of a University Hearing Committee, which has considered the matter and reported, in accordance with Clauses 28.14 and 28.15.
- 28.24 After receipt of the report of the University Hearing Committee in accordance with Clause 28.14, the President and the Member's Dean, Chairperson, Head, Director or Chief Librarian shall meet with the Member affected in the presence of a colleague in the University whom the Member may have selected as adviser and the President of the Association or his or her designate, shall explain the cause for the dismissal, shall review the matter and the President shall indicate whether a recommendation for termination of the Member's appointment will be made to the Board of Governors.
- 28.25 If the Member does not accept termination of his or her employment as proposed and discussed in the meeting with the President, and if the President determines that termination remains justified, the President shall within twenty-one days of the meeting serve written notice of

## **DFA to Board**

**11 October 2017**

intention to initiate procedures to dismiss the Member concerned. The notice shall include the reasons for the decision in sufficient detail to enable the Member to prepare his or her response.

- 28.26 Within thirty days of such notice having been given, the Member shall inform the President in writing of his or her decision either to accept termination or to oppose the proposed termination. Failure to inform the President within thirty days shall be deemed to represent acceptance of termination.

DFA to Board

Neal  
Jan 30, 2018

Maese  
Jan 29 2018

11 October 2017

**Article 29: Grievance and Arbitration**

- 29.10 (a) Within ten (10) days of receipt of the grievance form, the President shall convene a meeting with the President of the Association and any individuals directly involved, for the purpose of resolving the grievance. At the meeting there shall be a full discussion of all of the particulars of each party's position and a full exchange of all information and documentation related to the grievance under consideration. In the case of a grievance against the Board, the President shall respond in writing to the grievor within ten (10) days of the meeting and any adjournments thereof indicating a decision in relation to the grievance alleged and the reasons therefor. Such reasons shall be set out in sufficient particularity to allow the grievor to respond. In the case of a grievance by the Board, the appropriate respondent shall respond in writing to the President within ten (10) days of the meeting and any adjournments thereof indicating a decision in relation to the grievance alleged and the reasons therefore. Such reasons shall be set out in sufficient particularity to allow the grievor to respond. A copy of the response shall be sent to the Association and to the Member or Members concerned.
- (b) If the grievance is resolved at this meeting, the agreed resolution shall be reduced to writing by the President and countersigned by the President of the Association, within and not later than twenty-five days from the formal submission of the grievance as specified in Clauses 29.08 or 29.09.
- (c) If the grievance is not resolved at this meeting, the parties may agree on further procedures to aid in the resolution of the grievance. These may include the following:
- ~~(i)~~ — referral of the issues under contention to the University Grievance Committee established for this purpose in Clause 29.12;
  - ~~(ii)~~(i) referral of some or all of the issues in dispute to a mutually agreed mediator, with a deadline for the resolution of the grievance mutually agreed upon;
  - ~~(iii)~~(ii) further meetings of the President and the President of the Association and individuals directly involved, with a deadline for the resolution of the grievance mutually agreed upon;
  - ~~(iv)~~(iii) further meetings of the President and the President of the Association with the written consent of the individual Member or Members directly involved, with a deadline for the resolution of the grievance mutually agreed upon;
  - ~~(v)~~(iv) referral of some or all of the issues in dispute to an appropriate University Committee.

University Grievance Committee.

~~29.11—The Parties agree that the sole mandate of a grievance committee is to deal with the dispute presented to it as regards the provisions of the Collective Agreement, and its report shall state whether the grievance was upheld, denied, or remained unresolved, and why.~~

~~29.12—The University Grievance Committee shall continue and shall consist of four persons appointed by the Board and four persons appointed by the Association. All members of the committee shall hold an academic, academic/administrative, or a professional librarian position at the University. After their appointment, members of the committee are not “representing” a party, but shall use their independent judgment in attempting to resolve cases.~~

~~Each grievance will be heard by four members of the committee, two from among those appointed by the Board, and two from among those appointed by the Association. The four members appointed by a Party shall determine which two will hear a grievance. The four members of a grievance committee hearing a grievance shall render the decisions referred to in Clauses 29.15, 29.16 and 29.21.~~

~~29.13—An appointee of the Board and an appointee of the Association shall be designated as joint chairpersons of the University Grievance Committee and shall alternate in presiding over meetings or grievances as appropriate.~~

~~29.14—Subject to Clause 29.17(i), the University Grievance Committee shall serve so long as this Collective Agreement continues to operate. No person shall sit on the committee in relation to any grievance which would involve a conflict of interest because of his or her personal involvement in the matter that gives rise to the grievance. Should a member of the committee resign, be unable to serve his/her full term of office, or be disqualified by conflict of interest, then the Party appointing him/her shall replace him/her temporarily as necessary, or for the remainder of that member's term by an alternate appointment in the same way as members of the University Grievance Committee in accordance with Clause 29.12.~~

~~When a grievance is submitted to the University Grievance Committee, the grievor shall send the following materials simultaneously to the chairpersons of the committee, the Association, the President and the Member or Members directly involved:~~

~~(a)——a copy of the written grievance as specified in Clause 29.08 or Clause 29.09;~~

~~(b)——the response received; and~~

~~(c)——a written statement as to why the disposition of the grievance proposed in the response is unsatisfactory.~~



~~29.15—The members of a grievance committee as determined by Clause 29.12, within and not later than five days of receipt of the written grievance, shall meet for preliminary consideration of the grievance. If in its unanimous opinion, the committee decides that the subject matter of the grievance is outside the scope of this Collective Agreement, it shall so inform the grievor and the Parties. The decision of the committee shall be subject to confirmation by the Association Board Committee within ten days, whereupon that decision shall constitute full resolution of the matter and shall be final and binding settlement in accordance with Section 42 (1) of the Trade Union Act of Nova Scotia, and shall not be subject to further review or consideration by any process. If the Association Board Committee does not confirm the decision of the committee, the committee shall then hear and decide the matter.~~

~~29.16—If the grievance committee is to hear a grievance pursuant to Clause 29.15, it shall notify the parties within one day. The parties shall submit the following materials to the committee within ten days of initial submission by the grievor of a written grievance to the University Grievance Committee:~~

- ~~(a) — the name of a person who will represent the party at hearings;~~
- ~~(b) — a statement of facts; and~~
- ~~(c) — a list of witnesses to be called initially in support of the case.~~

~~The committee shall commence a hearing within and not later than thirty days after receipt by it of the written grievance, and shall render its decision within and not later than ten days after the conclusion of the hearing. If the members of the committee unanimously agree that there is good reason to extend any of the time limits, they shall notify the parties in writing, specifying their reasons for, and the number of the days of, the extension. In no case shall the decision of the committee be reported later than sixty (60) days after receipt by the University Grievance Committee of the written grievance, except with the written consent of the grievor.~~

~~29.17—The Parties agree that a grievance committee shall proceed according to the rules of natural justice to hear the arguments on both sides of the dispute. The following rules and procedures shall be observed by the committee:~~

- ~~(a) — the committee shall meet to consider all grievances presented to it and shall receive all evidence presented by the parties in respect of those grievances. It shall determine its own rules of procedure and evidence, and shall give reasonable opportunity to the parties to the proceedings to present evidence and/or make submissions to it, and shall permit the parties to be present and to represent themselves, or be accompanied by and represented by persons of their choice;~~

- ~~(b) — a quorum of the committee shall be four members hearing a grievance as specified in Clause 29.12;~~
- ~~(c) — the committee shall give reasonable notice of hearings to the Association, the Board, and any Member or group of Members directly involved. The committee shall not be barred from hearing a grievance because of failure by one of the parties to submit all or a part of the materials listed in Clause 29.16 (a), (b) and (c);~~
- ~~(d) — the committee shall conduct any hearing in camera in the presence of the parties or their representatives unless all parties at the hearing agree in writing to an open hearing;~~
- ~~(e) — the committee shall have full access to confidential documents. The committee may order the production of relevant documents, and may provide them to the parties subject to the requirements of confidentiality in release of documents to Members in Clause 18.11;~~
- ~~(f) — transcripts, if any, of hearings of the committee, and copies of any documents presented to or considered by the committee shall be for the sole use of and remain in the possession of the committee;~~
- ~~(g) — the committee shall strive to maintain confidentiality at all times;~~
- ~~(h) — the committee shall report its decision and the reasons therefor in writing and shall send copies to the Association, the Board and any Member directly involved or affected by the grievance. If the decision is not unanimous, both majority and minority opinion or opinions shall be stated with the number of votes supporting each.~~

~~The report of the committee shall:~~

- ~~(i) — list the issues agreed by the parties to have been in dispute;~~
- ~~(ii) — summarize the evidence and argument;~~
- ~~(iii) — report the vote numerically;~~
- ~~(iv) — state whether the grievance is upheld, denied or remains unresolved and why;~~
- ~~(v) — if the grievance is upheld, the report shall state the remedy awarded and the reasons for this award;~~
- ~~(i) — the membership of the committee in process of hearing a particular grievance shall not change until its decision is rendered except with the written consent of the Association and the Board, and such consent shall not be unreasonably denied.~~

~~29.18 — A grievance committee shall confine itself to the grievance submitted to it and shall have no authority to determine any other issue or issues not submitted to it.~~

- ~~29.19~~ A grievance committee shall not have jurisdiction to amend or add to any of the provisions of this Collective Agreement, nor to give any decision inconsistent with the terms of this Collective Agreement.
- ~~29.20~~ (a) A grievance committee shall not be barred from hearing and deciding the substance of a grievance because of a technical violation, irregularity or failure to follow procedures in this Collective Agreement.
- (b) When dealing with grievances involving claims of non-compliance with procedures in this Collective Agreement, if the committee finds that the procedures have not been complied with, it shall direct that the matter be considered again by an appropriate body in accordance with the procedures in this Collective Agreement, unless the committee determines that such reconsideration would be inappropriate.
- (c) Where by the terms of this Collective Agreement, judgment or discretion is to be exercised by the Board or any person or body, the committee shall not substitute its own judgment for that already made unless it finds such judgment or discretion to have been unreasonable or improper.
- ~~29.21~~ A unanimous decision of a grievance committee shall constitute full resolution of the matter and shall be final and binding in accordance with Section 42 (1) of the Trade Union Act of Nova Scotia and shall not be subject to further review by any process, except in the case of any grievance alleging violation of Article 3 (Academic Freedom) or Article 4 (No Discrimination). In the case of grievances of these two types, whether or not the Association supports the grievance, if the C.A.U.T. advises that the matter, despite the unanimous decision of the committee, is one that should be subject to further consideration by arbitration and if the decision of the committee is not accepted by the Association, the Member or Members concerned, or the Board, the matter may be submitted to arbitration.

Arbitration.

- ~~29.22~~ **29.11** Cases specified in the following may be submitted to arbitration:
- (a) any grievance which has not been resolved by means of the procedures set forth in Clauses 29.08, 29.09 or 29.10, may be submitted to arbitration within and not later than fifteen days of:
- (i) — notice of the decision of a grievance committee;
- ~~(ii)~~(i) the expiry of the deadline for resolution of the grievance agreed to in Clauses 29.10(b) or 29.10(c)(~~ii~~) (i), or ~~(iii)~~ (ii), or ~~(iv)~~ (iii);
- ~~(iii)~~(ii) the meeting of Presidents as specified in Clause 29.10 (a) if no steps beyond those listed in Clause 29.10 were agreed;

## DFA to Board

11 October 2017

- (b) cases involving alleged violation by the Board of Article 3 (Academic Freedom) or Article 4 (No Discrimination) ~~if a unanimous decision of a grievance committee as provided in Clause 29.21 is not satisfactory to the grievor.~~ In these cases, a Member or group of Members may submit the matter to arbitration and shall have a right to whatever services C.A.U.T. is willing to provide;
- (c) cases where a Member is subject to dismissal in accordance with Clause 28.25, regardless of the support of the Association;
- ~~(d) cases where decisions of the committee have not been implemented in accordance with Clause 29.21.~~

~~29.23~~ **29.12** Except for the provisions in Clause ~~29.22(b)~~ **29.11 (b)** and (c), submission to arbitration shall be initiated by the Association or the Board. All submissions to arbitration shall be within and not later than fifteen days of the receipt of the response ~~or report~~ as specified in Clauses 29.08, 29.09, ~~29.17(h)~~, or pursuant to the provisions in Clause ~~29.22(a)~~ **29.11(a)**, and written notice shall be given to the other Party of submission of the matter to arbitration.

~~29.24~~ **29.13** Unless the parties agree to have an Arbitration Board, as provided in Clause ~~29.25~~ **29.14**, a Single Arbitrator shall determine the arbitration, and the following shall apply:

- (a) the Parties agree that the following persons serve as a panel of Single Arbitrators on a rotating basis so long as this Collective Agreement continues to operate:
  - (i) Owen Shime;
  - (ii) ~~R.L. MacDougall~~;
  - (iii) Brian Bruce;
  - (iv) Thomas S. Kuttner ~~(see Appendix VIII - Letter of Understanding)~~;
  - (v) Susan Ashley;
  - (vi) ~~Gail Brent~~; **Louisa M. Davie**
  - (vii) ~~Bernard L. Adell~~; **Paula Knopf**
  - (viii) Pamela Picher;
  - (ix) S. Bruce Outhouse;
  - (x) ~~Kenneth Swan~~; **William Kaplan**
  - (xi) Donald Carter;

- (xii) Kevin M. Burkett;
  - (xiii) Anne-LaForest; Gus Richardson
  - (xiv) Terry Reane;
- (b) the persons specified in (a) above shall serve as Single Arbitrators in rotation according to the order in which they are listed. Prior to the selection of an arbitrator, the Grievor shall advise the other party of the person to be contacted. The responding party shall have five (5) working days to notify the Grievor of their disagreement with the selection, failing which they will be deemed to consent to the selection of the arbitrator named. Copies of all correspondence with a person specified in (a) above shall be sent to the other party (or their counsel). If an arbitrator is not available or agreeable to commence hearings within and not later than thirty days of being notified of his or her requested appointment, the parties (or their counsel) shall consult to determine whether an agreement to waive the thirty (30) day requirement can be achieved. If no agreement to waive the thirty (30) day requirement is achieved, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in the sequence of selection. However, by mutual consent in writing, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list;
- (c) if none of the persons on the list specified in (a) above can or will act within the required time, and if the parties do not agree on another arbitrator in accordance with (b) above, the parties, within and not later than fifteen days of commencement of the selection process, shall ask the Minister of Labour for the Province of Nova Scotia to appoint such Single Arbitrator, and if that request is not fulfilled within and not later than fifteen days of the date the Minister is requested to act, the Single Arbitrator shall be named in accordance with the Arbitration Act of Nova Scotia.

**29.25 29.14** In the event the parties agree in writing that an Arbitration Board determine the grievance, the Arbitration Board shall be composed of three persons: a nominee of each of the parties and a chairperson to be chosen jointly by the two nominees. The nominee of the Association may be a Member and the nominee of the Board may be a member of the Board or a member of the University staff not included in the bargaining unit. Such nominees shall not be deemed to be advocates for the parties on the Arbitration Board and neither party shall object to such appointment. At the time of giving notice of submission to arbitration the grievor shall indicate the name of its nominee to the Arbitration Board. A Member or group of Members submitting the matter to arbitration without being supported by the Association pursuant to Clause 29.22 (b) and (c) shall give notice to the Association in addition to the Board and shall select a member of the Arbitration Board in the same way as the Association. Within and not later than seven

days of receipt of such notice, the other party shall name its nominee. Within and not later than a further five days the two nominees shall select a chairperson for the Arbitration Board. If they are unable to agree upon a chairperson within such time, the Minister of Labour for the Province of Nova Scotia shall be asked to appoint the chairperson and if that request is not fulfilled within and not later than fifteen days of the date the Minister is requested to act, the chairperson shall be named in accordance with the Arbitration Act of Nova Scotia. If an Arbitration Board is agreed upon, the remaining provisions of this Article 29 pertaining to the Single Arbitrator shall likewise apply to such an Arbitration Board.

~~29.26~~ **29.15** The Single Arbitrator shall commence the arbitration hearing within and not later than thirty days after being appointed.

~~29.27~~ **29.16** Except as provided in Clause 29.04, any difference between the Parties relating to the interpretation, application, alleged violation or administration of this Collective Agreement, including whether a matter is arbitrable, may be submitted to arbitration.

~~29.28~~ **29.17** The Single Arbitrator shall be confined to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues.

~~29.18~~ **The Single Arbitrator shall be a mediator-arbitrator in accordance with Section 46D of the Trade Union Act.**

~~29.29~~ **29.18** The Single Arbitrator shall be subject to the same following limitations as a university grievance committee, as provided in Clause 29.20:

- (a) **The Single Arbitrator shall not be barred from hearing and deciding the substance of a grievance because of a technical violation, irregularity or failure to follow procedures in this Collective Agreement.**
- (b) **When dealing with grievances involving claims of non-compliance with procedures in this Collective Agreement, if the Single Arbitrator finds that the procedures have not been complied with, s/he shall direct that the matter be considered again by an appropriate body in accordance with the procedures in this Collective Agreement, Unless the Single Arbitrator determines that such reconsideration would be inappropriate.**
- (c) **Where by the terms of this Collective Agreement, judgment or discretion is to be exercised by the Board or any person or body, the Single Arbitrator shall not substitute her/his own judgment for that already made unless s/he finds such judgment or discretion to have been unreasonable or improper.**

- ~~29.30~~ **29.19** The Single Arbitrator shall not have jurisdiction to amend or add to any of the provisions of this Collective Agreement, nor to give any decision inconsistent with the terms of this Collective Agreement. The Parties may agree in advance that, notwithstanding any other Clause of this Collective Agreement, where the Arbitrator concludes the decision of the University to deny tenure is wrong, the Arbitrator may substitute a decision on the merits and award tenure.
- ~~29.32~~ **29.20** No person may be appointed as a Single Arbitrator in relation to any grievance which would involve a conflict of interest because of his or her personal involvement in the matter that gives rise to the grievance.
- ~~29.33~~ **29.21** In any arbitration involving a matter of academic freedom (Article 3), the arbitrator must be selected in order from the following list: Brian Bruce, Thomas Kuttner (~~see Letter of Understanding in Appendix VIII~~), Susan Ashley, **Louisa M. Davie, Bernard L. Adell, Paula Knopf, William Kaplan**, Donald Carter, ~~Anne LaForest~~. However, by mutual consent in writing, the parties may select a listed arbitrator out of turn or select an arbitrator not on this list.
- ~~29.34~~ **29.22** An individual Member submitting a matter to arbitration pursuant to Clause ~~29.22~~ **29.11(b)** or (c) shall have the right to whatever services the Canadian Association of University Teachers is willing to provide. In the event that an individual Member elects to so proceed, the individual shall give written notice to the President of the University and the President of the Association of his or her intention to proceed to arbitration.
- ~~29.35~~ **29.23** In addition to those instances in which, according to arbitral jurisprudence, there is an established practice with respect to burden of proof, the burden shall be on the Board to establish just cause in all cases involving dismissal for cause.
- ~~29.36~~ **29.24** Where a Single Arbitrator determines that a Member has been dismissed or otherwise disciplined by the Board for cause, the Single Arbitrator may substitute any other penalty that to the Single Arbitrator seems just and reasonable in all the circumstances.
- ~~29.37~~ **29.25** Without limiting the operation of other appropriate provisions of this Article 29, the fact that a grievance has been presented as an Association grievance shall not prevent a Single Arbitrator from awarding a remedy to an individual Member directly affected by a proven breach, to the same extent as if the individual Member had presented the grievance as an individual grievance, and had succeeded at arbitration.
- ~~29.38~~ **29.26** Each party shall bear the costs of its nominee to an Arbitration Board and the costs of the Single Arbitrator, or chairperson of an Arbitration Board, shall be paid in accordance with the provisions of the Trade Union Act of Nova Scotia.
- ~~29.39~~**29.27** When a Member proceeds to arbitration without the support of the Association in any case of dismissal in accordance with Clause ~~29.22~~ **29.11(c)** or in any case involving Article 3 (Academic Freedom) or Article 4 (No Discrimination) in accordance with Clause ~~29.22~~ **29.11(b)**, the Member and the Board shall each bear the costs of their nominee and pay

the costs of the chairperson or Single Arbitrator in accordance with the Trade Union Act of Nova Scotia.

- 29.40 29.28** In cases involving termination of a Member's appointment where a violation of Article 3 (Academic Freedom) or Article 4 (No Discrimination) is established, the costs of the arbitration, including the costs of the arbitrators, shall be borne by the Board.
- 29.41 29.29** In the case of an Arbitration Board, a decision of the majority shall be the decision of the Arbitration Board, and where there is no majority decision, the decision of the chairperson shall be the decision of the Arbitration Board. The decision of the Arbitration Board or Single Arbitrator shall be final and binding on all parties.

Process Provisions and Precedent.

- 29.42 29.30** The time limits as established by this Article 29 may be extended by mutual agreement, in writing, between the Association and the Board in any particular case. The Single Arbitrator or the Arbitration Board shall have the power to relieve against non-compliance with time limits.
- 29.43 29.31** Failure by the respondent or respondents to a grievance to respond within the time limit allows the grievor to proceed to the next stage of the grievance or arbitration procedures.
- 29.44 29.32** If the grievor fails to proceed with the grievance, either initially, or during the processing thereof through the grievance and arbitration procedures in this Article 29, the grievance shall be conclusively deemed to have been finally resolved.
- 29.45 29.33** Any grievance resolved at any stage of the procedures outlined in this Article 29 other than a unanimous decision by a grievance committee or a decision by an Arbitration Board or a Single Arbitrator shall not constitute a precedent in any arbitration proceeding unless agreed to in writing by the Board and the Association.
- 29.46 29.34** The Board recognizes the right of the Association to appoint up to twenty (20) Members as grievance officers. The Association will notify the Board in writing of the name of any officer so appointed, and a copy of such notification shall be sent to the Chairperson, Head, Director or Chief Librarian concerned.
- 29.47 29.35** Grievance officers shall be entitled to relief from their normal duties for the purpose of investigating and processing grievances, except in the case of scheduled teaching duties for which relief may be arranged for the purpose of attendance at grievance and arbitration hearings. Should participation in such activities conflict with the duties and responsibilities of the Member then mutually satisfactory arrangements shall be made in advance within the Department.



Article 30: Vacations, Holidays and Leaves

- 30.08 (g) By written notice to the Chair, Head, Director or Associate University Librarian of their academic unit, a Member on parental leave may elect to defer for one year consideration of decisions relating to their continuing appointment, appointment without term or tenure. The Member's appointment shall be extended by the period of the deferral.

Agreed Nov 22  
Jual  
N/CU

Mark  
Jan 20, 2018

Mark  
Jan 30 2018

Board to DFA 22 January 2018

## Article 30: Vacations, Holidays and Leaves

### Sabbatical Leave

30.15 The Board agrees to grant sabbatical leave to a Faculty Member or instructor Member at the rank of University Teaching Fellow **with a career stream appointment** on the following conditions:

- (a) that the leave is expected to benefit the Member and the University, following the Member's return, through future teaching, research, scholarly, artistic and/or professional work, as defined in Articles 17, 20 and, in the case of Continuing Education Members, 37, and is not merely to recognize previous service;
- (b) that before commencement of leave, the Member will submit to the Dean or Vice-President concerned a statement outlining the programme to be followed during leave and including a statement of any salary or earnings from services expected to be rendered, or any external research grant or other support received, in connection with the planned programme;
- (c) that upon return to the University following sabbatical leave the Member will submit a report to the Dean or Vice-President concerned regarding the programme of research, scholarly, artistic and/or professional work, as defined in Articles 17 and 20, pursued during leave;
- (d) that the Member has completed service at Dalhousie University in accordance with Clause 30.17.

30.16 Sabbatical leave, when granted, may be for the following periods, provided that it does not begin or end in the middle of a normal teaching term for the Member:

- (a) for a full year, from 1 July to the following 30 June;
- (b) for a half year which may be from 1 January to 30 June or from 1 July to 31 December;
- (c) for a full year, from 1 January to the following 31 December, provided satisfactory arrangements can be made to maintain essential responsibilities within the Member's Department, School, College, Institute or Faculty.

In special circumstances the period of sabbatical leave may be altered as agreed by the Member and the Dean or Vice-President.

30.17 Initial sabbatical leave and associated salary depends on a Faculty Member's or instructor Member at the rank of University Teaching Fellow's years of service on the academic staff of Dalhousie University **in a career stream appointment** or any other university just prior to taking up an appointment at Dalhousie University, normally as follows:

(a) two years of full-time service with an academic appointment to which sabbatical leave attached at another university since the last sabbatical leave granted to the Member at that university shall be counted as one year of service at Dalhousie University, up to a maximum of two years (or three years for a person appointed with tenure) and such allowance for prior service shall be set out in the person's letter of appointment at Dalhousie University;

(b) a minimum of three years of actual service at Dalhousie University shall be required of those Members holding appointments with tenure, and a minimum of four years of actual service at Dalhousie University shall be required of other Members, before commencement of an initial sabbatical leave;

**(c) Service in a limited term appointment at Dalhousie in the six academic years preceding a tenure stream appointment or appointment or promotion to the rank of University Teaching Fellow will count towards eligibility for sabbatical leave at a ratio of 1:1 provided that the Member succeeds in achieving a tenure stream appointment or appointment or promotion to the rank of University Teaching Fellow at Dalhousie University.**

~~(e)~~(d) subject to Clause 30.17(f), after a total of six years of service, including credit for service elsewhere, a Member may have leave as in Clause 30.16(a) or (c) with 85% of regular salary, or may have leave as in Clause 30.16(b) with regular salary;

~~(d)~~(e) subject to Clause 30.17(f), after three years of actual service by a Member holding an appointment with tenure, or after four years of actual service by other Members, leave as in Clause 30.16(b) may be granted with 85% of regular salary;

~~(e)~~(f) subject to Clause 30.17(f), after a total of six years of service, including credit for service elsewhere, a Member may choose to have leave as in Clause 30.16(b) with 85% of regular salary, and after the use of this option the Member shall retain three accumulated years of service towards sabbatical leave;

~~(f)~~(g) if salary support for leave granted by external agencies brings the Member's salary above ~~his or her~~ **their** regular salary rate then the sabbatical leave may be reduced providing:

(i) not less than 60 percent of regular salary rate or, in the case of a part-time Member, of ~~his or her~~ **their** regular salary, shall be paid; and

(ii) the reduction shall not exceed the amount by which the Member's salary with support exceeds the regular salary rate;

~~(g)~~(h) in the case of those Members who hold or who have held part-time

Board to DFA 22 January 2018

appointments, the fraction of full-time duties which shall be relevant in determining sabbatical salary (subject to the other provisions of this Clause 30.17) shall be the average of such fractions (as determined in accordance with Clause 14.06) over the qualifying years.

**Article 31: Salaries**

Salary Maxima

31.56 The salary maxima are intended as limits on C.D.I. and step progression and are to be construed as absolute maxima, with the following exceptions: adjustment of the regular salary rate by the I.M.C. component specified in Clauses 31.06(a), 31.10(a), 31.14(a), 31.17(a), 31.23(a), 31.27(a), 31.31(a), 31.34(a), 31.40(a), 31.44(a), 31.48(a) and 31.51(a); or salary upon appointment for Full Professors; or the adjustment of a regular salary rate in accordance with the provisions of Clause 8.01 (a); or an adjustment in accordance with Clause 31.61; or a comparability adjustment specified in Clauses 31.06(d) and 31.23(d); or a promotion adjustment specified in Clauses 31.06(c), 31.23(c) and 31.40(c).

Agreed Nov 5 2017  
jrase  
R(u)

**Article 31: Salaries**

31.65 All Directors and Heads of Departments or other units who are Members shall be paid an administrative stipend, in addition to regular salary, on the same basis as specified for Chairpersons in Clauses 31.62, 31.63 and 31.64.

Agreed Nov 15 2017  
Raul Jha

*Rule  
Jan 30, 2018*

*John  
Jan 30, 2018*

**DFA to Board**

**26 June 2017**

**Article 32: Benefits**

32.12 The Board agrees to reimburse the costs of moving household and other effects of a newly-appointed Member when estimates of costs are submitted in advance to the Dean or Vice-President concerned who shall approve the amount of reimbursement to be paid either in advance subject to satisfactory accounting thereafter, or upon presentation of receipts following the Member's move to Halifax, subject to the following limitations:

- (c) the reimbursement of moving costs shall take the form of an interest-free loan. One-third of the loan shall be forgiven on the date the Member commences employment, a second third shall be forgiven on the first anniversary of employment commencement and the last third shall be forgiven on the second anniversary of employment commencement. In the event the Member ceases employment prior to any of the dates mentioned, the amount owing shall be paid on those dates to the Board. **Members with limited term appointments for less than three years shall have their moving costs forgiven on the date of completion of their appointment.**

The Association agrees that if, through a procedure which is acceptable to the Association-Board Committee and in consultation with the Association's nominees to that Committee, the Board contracts with a company for moving services and if that contract is endorsed by the Association-Board Committee by concurrent majority, the Board shall include the offer of moving services (including applicable discounts) from that company to each newly-appointed Member. The Board agrees that if a newly-appointed Member agrees to use the services of the contracted company, estimates from other companies of the costs of the move shall not be required.

Article 33: Health and Safety

- 33.01 The Board, consistent with its rights and obligations in law, recognizes its responsibility to provide a safe environment in which to carry out the University's functions.
- 33.02 (a) The Board agrees to continue the ~~Dalhousie~~ University Environmental **Health and Safety Committees. There shall be two committees, one for the Halifax campuses and one for the Agricultural campus.** Each bargaining unit within Dalhousie University shall be invited to appoint one member **to each** of the committees, except the Association ~~may~~ **shall** appoint two members **to the Halifax committee**, one of whom shall be an instructor Member. **Members shall request alternates to participate in their absence.** The Board shall appoint members of the committees, not to exceed in number those named by the bargaining units. The committees shall be empowered to add from time to time those further members it deems necessary for its function in such a manner as to preserve the principle of parity between the bargaining units and the Board. The chairperson of ~~the each~~ committee shall be elected ~~annually~~ from amongst its members, and shall have a vote. The committees may **each** invite a nonvoting observer from the Dalhousie University Student Union, and from each interested non-union staff group which applies.
- (b) A Director of Safety **or Campus Principal** shall be ~~appointed who shall be~~ a non-voting member of the Environmental Safety Committee. The Director **or Campus Principal** normally shall attend all meetings of the committee, and shall normally provide a written record on issues of safety relayed to the Director's office, and shall report on the steps being taken to deal with those issues, and any additional measures required. This record shall form part of the minutes of the committee meetings.
- (c) A copy of the minutes of the committee meetings shall be provided to the Association.
- 33.03 (a) The Environmental Safety Committee shall be empowered to recommend policies, guidelines and/or codes of practice for all aspects of health and safety within the University, including work practices. Without limiting the generality of the foregoing, the committee may identify any toxic, radioactive or otherwise dangerous substances present on the campus, and recommend policies, guidelines and/or codes of practice for the presence, use, transportation and disposal of all such substances.
- i) **Recommendations that impact university-wide policies, guidelines and/or codes of practice must be approved by the Halifax campus committee before being made to the Board.**
- (b) The Environmental Safety Committee shall be empowered to make recommendations to the Board for alterations to physical facilities or actual work



practices, if it deems such alterations necessary or desirable for carrying out the University's functions in a safe and healthy manner.

- (c) The Environmental Safety Committee shall be empowered to make recommendations on mechanisms that the committee considers necessary for investigating any complaints or allegations about unsafe or unhealthy working conditions.
- (d) The Environmental Safety Committee shall be empowered to set its own procedures.

33.04 The Board shall consider the recommendations of the committee pursuant to Clause 33.03; if the action of the Board varies from the recommendations of the committee it shall report its decision and reasons in writing to the committee. All original policies, recommendations, guidelines and/or codes or practice recommended to the Board by the committee and the Board's above-mentioned report to the committee shall be maintained by the chairperson of the committee who shall advise the Board and the Association of the location of these documents which shall be available to members upon reasonable request; a copy shall also be kept in the Association office. No Member shall be penalized or have his or her employment terminated due to any of the Board actions resulting from recommendations of the committee.

33.05 The Board agrees to publish to all appropriate employees any policies, guidelines, and/or codes of practice adopted or approved by the Board pursuant to Clause 33.04.

33.06 Subject to Clause 33.04, Members shall assume appropriate responsibilities to respect, comply with, and assist in the implementation of Board-approved policies, guidelines and/or codes of practice as provided in Clause 33.05, and the Association shall encourage Members to comply with these policies, guidelines and/or codes of practice. Willful disregard of such policies, guidelines and/or codes of practice shall be grounds for disciplinary proceedings.

33.07 (a) No Member shall be laid-off, have ~~his or her~~ **their** employment terminated, or be disciplined for refusing to work where in the reasonable opinion of the Member there is an imminent danger to health, or for refusing to participate in any work practice which does not conform to guidelines provided in Clause 33.05. Any evidence of such health or safety hazard shall be reported immediately to the appropriate authority for investigation and remedy, and the committee shall be notified of any such report. The Member(s) involved may be requested to accept temporary assignment to appropriate alternative duties and/or workplace pending investigation and any necessary remedial action, and such requests shall not be unreasonably denied.

(b) Where a Member believes that a health or safety hazard may exist in the working environment or in work practices, the circumstances shall be reported to the committee for immediate assessment, and to any appropriate authority. Where

the committee confirms that a health or safety hazard exists, the Member(s) affected may be requested to accept temporary assignment to appropriate alternative duties and/or workplace until any necessary remedial action is taken, and such requests shall not be unreasonably denied.

Article 37: Continuing Education Members

- 37.03 (c) **In the case of an application by a Continuing Education Member for reappointment, tenure, and/or promotion, those Members who identify as Aboriginal or African Nova Scotian may elect to have an Aboriginal or African Nova Scotian non-voting representative on their College of Continuing Education Promotions and Tenure Committee. The representative will be chosen by the Member and must be arm's length and have an academic appointment at Dalhousie University. The role of the representative is to provide advice to the Committee on any aspect of the Member's application that may be a reflection of the Member's heritage and/or identity. The representative may prepare an independent report to add to the Member's file.**

Agreed Nov 15, 2017  
J. Macleod  
N.W.

Appendix ##

Letter of Understanding

Academic Renewal

Whereas:

- A. The Parties agree that Dalhousie University benefits from the contributions of Members at all stages of their careers.
- B. The Parties are interested in implementing a time limited renewal incentive program that permits Deans to renew departing academic staff in their Faculties on a 1:1 basis.

Therefore:

- 1. The Board agrees to fund a time limited renewal incentive program for faculty.
  - a. **Twenty (20)** renewal incentives shall be available. The value of each renewal incentive shall be equivalent to **six (6) months' salary** for the Member receiving the incentive.
  - b. Members who are tenured and who would be eligible to retire with a pension without actuarial reduction on or before June 30, 2018 shall be eligible for consideration for a renewal incentive.
  - c. Deans shall invite all eligible Members to apply for renewal incentives. The deadline for applications will be August 31, 2018, or August 31 in subsequent years should any of the **twenty (20)** renewal incentives remain available.
  - d. Applications will be assessed by Deans and recommendations at the Dean's discretion will be submitted to the Provost and Vice President Academic and the Vice President Finance and Administration on or before December 31, 2018, or by December 31 in subsequent years should any of the **twenty (20)** renewal incentives remain available.
  - e. Every effort shall be made by the Vice President Finance and Administration and the Provost and Vice President Academic to distribute the renewal incentives equitably. Five renewal incentives will be reserved and awarded within the Faculty of Arts and Social Sciences. If fewer than five applications are received from the Faculty of Arts and Social Sciences the reserved renewal incentives will be available within the common pool.
  - f. A Member who accepts an offer for a renewal incentive shall retire on or before June 30 of the year in which the renewal incentive is offered, in consultation with, and by approval of the Dean of their Faculty.

RL December 2017

OW  
Jan 12/18

- g. The Board agrees to commence recruitment for one (1) tenure stream academic appointment for every renewal incentive that is awarded, within the following academic year and within the Faculty where the renewal incentive is awarded. **All searches will be on-going until the renewal appointments are filled. Ten (10) of these renewal appointments shall be recruited using hiring processes to increase the representation of underrepresented designated groups within the Faculties where they are made. The usual recommendations are required (Committee, Head/Chair/Director, and Dean).**
- 2. In addition to the renewal incentive program, the Board agrees to replace all tenure stream Members who retire **or resign** during the lifetime of this Agreement with bargaining unit tenure stream appointments within the overall complement of the University.
- 3. The Association and the Board Agree to transfer \$240,000 of the surplus that has accumulated in the Anomalies Fund effective June 30, 2018 to the Academic Initiatives Fund to increase the number of Dalhousie Diversity Faculty Awards by an additional four (4) tenure stream awards. To ensure that appointments are made without undue delay, funds will be made available to fill awards for the life of this Agreement and active searches shall be underway before the expiry of the Agreement.

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

IN WITNESS WHEREOF the Parties hereto have signed this Letter of Understanding at Halifax, Nova Scotia this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

DALHOUSIE FACULTY ASSOCIATION

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

Per: \_\_\_\_\_

BOARD OF GOVERNORS OF DALHOUSIE UNIVERSITY

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

Per: \_\_\_\_\_

*DL*  
*December 20, 2017*  
*AW*  
*Jan 12/18*

The DFA agrees to withdraw the following proposals regarding Academic staffing:

Career Stream

(i), (ii), (iii)

Limited Term

1. 1. (i), (ii), (iii)

2. 2. ~~(iv)~~

Any other proposals relating to Academic staffing remain unresolved.

RC  
December 20, 2017  
JW  
Jan 12 / 2018

*New*  
*Jan 30, 2018*

*Maize*  
*Jan 30, 2018*

Board to DFA 22 January 2018

Appendix ##

Letter of Understanding

Pay Equity  
Internal Comparability Adjustment

WHEREAS:

- A. There is a statistically significant difference between the pay of Members who are women and Members who are men at the rank of Professor.
- B. There is a shared interest between the Parties to resolve this inequitable distribution of resources.

THE PARTIES AGREE THAT:

- 1. Effective July 1, 2017 all eligible female Members at the rank of Professor will receive an equity adjustment.
- 2. The adjustment will be calculated based on a regression line analysis that compares the salaries of male and female Members at the rank of Professor, excluding Members who are former Deans and Members whose salaries exceed the salary maxima.
- 3. Each eligible salary will be adjusted by the difference between the male and female regression lines for the appropriate Y value. All affected salaries will be capped at the salary maxima.

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

The Parties and their witnesses have signed this Letter of Understanding on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ in Halifax, Nova Scotia.

Dalhousie Faculty Association

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

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

Board to DFA 22 January 2018

Board of Governors of Dalhousie University

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

per:

\_\_\_\_\_



*Malkin*  
*Jan 30 2018*

*Alcu*  
*Jan 30, 2018*

Letter of Understanding

**Academic staffing – Limited term (cont'd)**

2. Clause 14.18(a)

Teaching duties performed by part-time or other staff excluded from the Bargaining Unit shall not be considered to have been redistributed if they are performed by:

- (i) persons excluded from the Bargaining Unit under the managerial or confidential exclusion provisions of the Trade Union Act;
- (ii) persons who are replacing Members whose workload is reduced under Clause 7.13 or because of requirements stipulated by research grants;
- (iii) former Members who have retired from Dalhousie University
- (iv) For the purpose of the calculation of Clause 14.18 (a), the term "Member" shall also include instructor Members holding probationary or continuing appointments. For the purpose of clarity, it is understood that instructor Members holding limited-term appointments are not included in the calculation in Clause 14.18(a).
- ~~(v) The calculation required under Clause 14.18 shall not apply to Members or part-time or other staff excluded from the bargaining unit in the Faculty of Agriculture.~~
- ~~(vi) The Association Board Committee shall consider the impact of this Letter of Understanding on the administration of Clause 14.18 and make recommendations to the Parties before the expiry of this Agreement.~~

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 \_\_\_\_\_, 201\_\_.

DALHOUSIE FACULTY ASSOCIATION

Per: \_\_\_\_\_

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

BOARD OF GOVERNORS OF DALHOUSIE UNIVERSITY

Per: \_\_\_\_\_

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

DLAW  
 30, 2018  
 Same  
 01 30 18

DFA to Board 30 January 2018  
 12:00pm

GENERAL PROPOSALS	2017-18	2018-19	2019-20	
Income Maintenance Change (IMC)	1.5	1.25	1.25	
*with pension adjustment	-.55	-.55	-.55	This 0.55/year is from the estimated annual savings to the current service cost associated with the proposed change to the PRLA holdback.
Career Development Increment (CDD)/ Step	IMC	IMC	IMC	
Librarians Comparability Adjustment for ranks of Librarian II and III	\$1,200			*Subject to agreement to Board proposal January 22, 2018
Comparability - Pay equity	.42			Assuming agreement on monetary deal
Comparability - Professors		\$250		
Comparability- Associate Professors		\$250		
Salary Minima	Increase by IMC			All ranks
Salary Maxima	Increase by IMC			All ranks
Market Differential (per Clause 31.57)	Law, Medicine, Faculty of Computer Science, Faculty of Engineering, and School of Business - increased each year by the IMC percentages (above).			
Anomalies Fund	Increase by the IMC			
Overload Stipends	Increase by the IMC			
Administrative Stipends	Increase by the IMC			

Travel Funds	Increase by the IMC
Supplemental Leave Grants	Increase by the IMC
PDA	Increase by the IMC
Health Spending Account	Increase to \$750 effective July 1, 2018
PSA	Board proposal 29 November 2017
Structural Pension Change	Board proposal 26 June 2017 tentative
DIVERSITY PROPOSALS	
SSI	Board proposal 26 June 2017 tentative
Internal Comparability Adjustment (Pay Equity LOU)	\$ 500,000.00 or .42% (see attached LOU)
ACADEMIC RENEWAL PROPOSALS	
LOU	Agreed December 20, 2017
EDI	Board proposal 27 November 2017 (Article 31)