

MEMORANDUM OF AGREEMENT

BETWEEN:

The Board of Governors of Dalhousie University

-and-

The Dalhousie Faculty Association

WHEREAS Dalhousie University and the Nova Scotia Agricultural College were merged by the Dalhousie University – Nova Scotia Agricultural College Merger Act, SNS 2012, c. 3 effective September 1, 2012;

AND WHEREAS, on July 9, 2014, the Labour Board made an Order under Section 31 of the *Trade Union Act* with the effect of including employees formerly covered by the Civil Service EDC Collective Agreement and certain employees covered by the Civil Service Master Agreement (“the Civil Service Collective Agreements”) with the bargaining unit recognized in Article 5 of the Collective Agreement between the Board of Governors of Dalhousie University and the Dalhousie Faculty Association (“the DFA Agreement”);

AND WHEREAS the Parties agree as follows:

1. Subject to the terms of this Memorandum of Agreement, the DFA Agreement shall apply to Bargaining Unit Employees in the Faculty of Agriculture effective July 1, 2014;
2. The Parties agree to amend Article 5 of the DFA Agreement to incorporate the Labour Board Order of July 9, 2014 and any further Order of the Labour Board implementing that Order;
3. All bargaining unit employees serving in indefinite terms of employment will be continued in appointments without term, continuing appointments or tenure, as appropriate;
4. The service of “Designated Employees” as defined in subsection 1(d) of the Dalhousie University- Nova Scotia Agricultural College Merger Act will apply to eligibility to be considered for the following processes as provided for in subsection 12(4) of the Dalhousie University – Nova Scotia Agricultural College Merger Act :
 - Continuing appointments;
 - Re-appointment;
 - Tenure;
 - Reclassification/promotion;
 - Sabbatical leave;

- Educational leave;
- Special Leave
- Other leaves;
- Administrative stipend;
- Public service awards.

Necessary processes must be concluded prior to an employee being entitled to reclassification/promotion/leave, etc., notwithstanding eligibility for consideration;

5. Dues deduction under Article 7.02 of the DFA Agreement shall begin with the first monthly deduction after the Labour Board Order dated July 9, 2014;
6. Instructor Members with indefinite term appointments under the Civil Service Agreements shall have continuing appointments under the DFA Agreement;
7. Members of the academic staff seeking reappointment, tenure or promotion shall have the option to be considered based on the criteria and standards which applied to them under the EDC Collective Agreement or the criteria and standards in the DFA Agreement;
8. Any existing intellectual property rights of members shall be recognized and preserved;
9. The Parties agree to amend Articles 24.04, 24.08, and 32.05 (1)F to include all Designated Employees as defined in subsection 1(d) of the Dalhousie University- Nova Scotia Agricultural College Merger Act who were members of the Public Service Superannuation Plan on September 1, 2012;
10. The service "Designated Employees" as defined in subsection 1(d) of the Dalhousie University – Nova Scotia Agricultural College Merger Act shall apply to service related benefits in Article 27 of the DFA Agreement;
11. All grievances which arose under the Civil Service Agreements before July 9, 2014 shall remain the responsibility of the Nova Scotia Government and General Employees Union and the DFA Agreement will apply to grievances which arose on or after July 9, 2014;
12. All vacation in Carry Forward and Accumulated banks on November 1, 2014 shall be paid out before adjustments;
13. Members on leaves of absence taken under the Civil Service Agreements shall be entitled to return to employment from their leave;
14. The terms of leaves under the DFA Agreement effective on July 1, 2014 shall apply to members on a leave of absence on or after July 1, 2014;

15. The funds in clauses 30.22, 30.32, and 30.34 shall be increased proportionately to reflect the new eligible Members effective July 1, 2014;
16. The Parties agree to amend Article 32 of the DFA Agreement to add the following Article 32.05(3):

Designated employees as defined in subsection 1(d) of the Dalhousie University- Nova Scotia Agricultural College Merger Act who became employees of Dalhousie University on September 1, 2012 shall be granted a Public Service Award in accordance with the following:

(i) An employee who ceases to be employed either by retirement or resignation from employment, and is immediately eligible for and immediately accepts a pension pursuant to the provisions of the *Public Service Superannuation Act*, shall be granted a Public Service Award equal to one (1) week's pay for each year of full-time service to a maximum of twenty-six (26) years. The amount will include a pro-rated payment for a partial year of service.

(ii) The amount of Public Service Award provide under Article 32.01 (a) shall be calculated by the formula:

$$\frac{\text{Annual Salary}}{52} = 1 \text{ week}$$

(iii) The entitlement of an employee to a Public Service Award shall be based on the service credited to the employee as an employee of Her Majesty in Right of the Province and the employee's service at Dalhousie University after September 1, 2012.

(iv) Where an employee dies and he/she would have been entitled to receive a Public Service Award if he/she had retired immediately before his/her death, the Public Service Award to which he/she would have been entitled shall be paid to the person who is eligible to receive the deceased's pension benefits or to his/her estate if there is no such beneficiary.

The salary which shall be used to calculate the amount of the Public Service Award in accordance with this Article shall be the salary which the employee was receiving on the date of the termination of his/her employment or the salary used in the calculation of a

pension under the *Public Service Superannuation Act*, whichever is greater.

17. Effective April 1, 2012 the Lecturers, Assistant Professors, Associate Professors and Professors formerly represented by NSGEU under the EDC Agreement ("Professors") will receive a 2% increase;
18. Effective September 1, 2012, the Professors will be paid according to the rates in the Collective Agreement between the Board of Governors of Dalhousie University and the Dalhousie Faculty Association;
19. Professors will be placed on the DFA salary scales at their Y value consistent with the salary administration practice in effect at Dalhousie University for faculty appointments.
20. Effective April 1, 2012, the DFA Instructors formerly represented by NSGEU under the *Civil Service Master Agreement* ("Instructors") will receive a 2% salary increase;
21. Effective July 1, 2013, the Instructors will receive a 1.75% salary increase;
22. Effective July 1, 2014 the Instructors will be placed on the DFA salary scales at the Instructor rank or the Technology Instructor rank in accordance with Article 12 of the DFA Agreement;
23. Instructors will be placed on the DFA salary scales at their Y value consistent with the salary administration practice in effect at Dalhousie University for Instructor appointments;
24. Instructors who successfully promote to Senior Instructor under the processes outlined in Clause 12.17 of the DFA Agreement within one year of the date of this Memorandum of Agreement will be paid at the level of Senior Instructor effective July 1, 2014. Teaching effectiveness and general competence of the Instructor Members shall be presumed to be at the norm of other Instructor Members unless there is convincing evidence to the contrary. Timelines for applications will be extended to January 31, 2015. Timelines for decision will be extended to April 30, 2015;
25. Designated employees as defined in subsection 1(d) of the Dalhousie University- Nova Scotia Agricultural College Merger Act who resigned or retired in the period between September 1, 2012 and the date of this Agreement will receive retroactive pay on the basis agreed to between the parties;
26. Article 32 shall apply effective July 1, 2014 wherever possible; coverage for insured benefits will be made available within a reasonable time for implementation in accordance with the requirements of the insurers.

This Agreement made this 16 day of October 2014



Dalhousie Faculty Association



The Board of Governors of
Dalhousie University