

Collective Agreement

Between

The Board of Governors of the
University of Calgary



**UNIVERSITY OF
CALGARY**

and

The Postdoctoral Fellows Association
of the University of Calgary



**The Postdoctoral Fellows Association
Of The University of Calgary**

January 1, 2024 – June 30, 2028

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CONTACT INFORMATION PAGE

To contact the Postdoctoral Association of the University of Calgary:

Email: labour.relations@pdacalgary.com

Website: www.pdacalgary.com

Office Location: Education Classroom Block (EDC) 176/176A

For questions related to appointments or new hires, please contact the Postdoctoral Office:

Email: postdoc@ucalgary.ca

Website: <https://research.ucalgary.ca/postdocs>

PREAMBLE

The Board and the Postdoctoral Association of the University of Calgary recognize the important contribution that Postdoctoral Scholars, as members of the University's research community, make to the University's vision to be recognized as one of Canada's top research universities, grounded in innovative learning and teaching, and integrated with the community of Calgary.

DEFINITIONS

AGREEMENT means this collective agreement between the Board and the Association covering the employment relationships between the Board and Employees.

ASSOCIATION or PDAC refers to the Postdoctoral Fellows Association of the University of Calgary.

BOARD refers to the Board of Governors of The University of Calgary.

BUSINESS DAY refers to the days of the week Monday through Friday and does not include Saturday, Sunday, or any official holiday observed by the University. Unless otherwise specified in this Agreement, references to days in this Agreement shall be presumed to be a Business Day.

CONSULTATION means the process by which the Employer actively engages the Association in a collegial exchange of information in order to examine and discuss issues of mutual concern that may impact future or established sections of the collective agreement. Meaningful consultation depends on those being consulted having adequate information and time to consider the issue at hand. Merely providing information does not constitute consultation.

DEAN means the head of a faculty at the University.

DEPARTMENT HEAD or EQUIVALENT means a person who is authorized to lead a department such as an associate dean, assistant dean, or other in non-departmentalized faculties of the University.

EMPLOYEE means members of the bargaining unit as described in Article 2.

EMPLOYER means the Board of Governors of The University of Calgary.

GUEST POSTDOCTORAL SCHOLARS are awarded a fellowship from an external granting agency following a competitive process. The University does not administer funds on behalf of the granting agency and these individuals do not have an employment relationship with the University unless they also hold a Postdoctoral Associate appointment pursuant to Article 5.13.

POSTDOCTORAL ASSOCIATES are employees of the University and receive funding through a supervising member grant, a University grant, or an endowment/donation administered by the University.

POSTDOCTORAL FELLOWSHIP HOLDERS are funded by a fellowship from an external granting agency following a competitive process. The University administers funds on behalf of the granting agency. These individuals do not have an employment relationship with the University unless they also hold a Postdoctoral Associate appointment pursuant to Article 5.13.

POSTDOCTORAL SCHOLARS or POSTDOCTORAL FELLOWS refers to the various postdoctoral appointments which are distinguished by the funding source and includes Postdoctoral Associates, Postdoctoral Fellowship Holders and Guest Postdoctoral Scholars.

PRINCIPAL INVESTIGATOR or SUPERVISOR means the academic staff member who is responsible for the direction and supervision of an Employee and with whom the Employee carries out research projects.

LETTER OF APPOINTMENT refers to the contract between the Board and the Employee outlining the parameters of the postdoctoral appointment.

PARTIES are the parties to this Agreement, namely the Board and the Association.

UNIVERSITY means the University of Calgary.

ARTICLE 1: PURPOSE

- 1.1 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Board of Governors of the University of Calgary (hereafter referred to as the Board or the Employer) and its Employees represented under this Agreement by the Postdoctoral Association of the University of Calgary (hereinafter referred to as the Association or PDAC), to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement on conditions of employment.
- 1.2 Both parties recognize that it is in their common interest to promote and enhance the working relations between the Board, the Association, and its members, consistent with the principles of mutual respect, cooperation, and academic freedom. It is the intent of the Parties to create a workplace environment that fosters dignity and respect for all.

ARTICLE 2: SCOPE AND RECOGNITION

- 2.1 Pursuant to the Order in Council issued by the Honourable Lieutenant Governor of Alberta Lois E. Mitchell dated the 29 of May 2018, the Employer recognizes the Association as the exclusive bargaining agent for all persons employed as Postdoctoral Associates by the Board, in the city of Calgary, effective the start date of their Letter of Appointment.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 PDAC recognizes that the Board retains the right to manage the University in all respects except to the extent specifically modified by the terms of this Agreement. The Board agrees to exercise these management rights in a manner which is reasonable, nonarbitrary and consistent with the provisions of this Agreement.

ARTICLE 4: PDAC MEMBERSHIP

Maintenance of Association Membership

- 4.1 All Employees shall pay dues as a condition of employment with the Board to maintain membership in the PDAC during the term of this Agreement.

PDAC Dues

- 4.2 The Board shall deduct, on a monthly basis, an amount equal to PDAC dues, membership application fees and/or assessments for all Postdoctoral Associates covered by this Agreement, as directed by PDAC.

- 4.3 All PDAC dues shall be deducted by the Board from Employee's pay and shall be remitted to PDAC by electronic fund transfer to PDAC's bank account.
- 4.4 The amount of such dues shall be determined by PDAC, and PDAC shall notify the Board not less than thirty (30) Calendar Days prior to any change in deduction of any such PDAC dues.
- 4.5 The Board shall provide PDAC with a list of Employees and the corresponding dues deduction no later than the fifteenth (15th) of the month following all such deductions. The payment is made and shall be accompanied by a monthly remittance report including the following information:
- name of Postdoctoral Associate;
 - University of Calgary email address;
 - period of appointment;
 - faculty;
 - department;
 - salary amount; and
 - dues deducted.
- 4.6 PDAC will indemnify and save the Board harmless against any claims or liability arising out of the application of this Article.

ARTICLE 5: APPOINTMENTS

- 5.1 To be eligible for a postdoctoral appointment, the applicant must normally have received a postgraduate doctoral degree or its equivalent awarded within the seven (7) years immediately preceding the end date of a postdoctoral appointment, or a doctor of medicine degree, doctor of dental surgery degree, doctor of veterinary medicine degree or their equivalent awarded within the ten (10) years immediately preceding the end date of a postdoctoral appointment.
- 5.2 The date of degree completion is used to determine the eligibility of applicants. This is the date on which the degree requirements were met, including successful defense and submission of the corrected copy of thesis (in accordance with the degree granting institution's regulations).
- 5.3 The Parties acknowledge that postdoctoral candidates come to the attention of and are selected by Faculty Supervisors through a number of venues, including direct communication with a candidate(s) and/or with colleagues. The Parties agree that the recruitment, selection and appointment (including the Letter of Appointment) of Postdoctoral Scholars will be in accordance with the most current Postdoctoral Scholar

Appointment Guidelines and for Postdoctoral Associates in accordance with the provisions of this Agreement.

- 5.4 A Postdoctoral Associate may submit a written request to the Postdoctoral Office to extend the timeframes stipulated in Article 5.1 for the Board to consider. Based on satisfactory performance, funds availability and eligibility, a Postdoctoral Associate appointment may be extended but usually cannot exceed seven (7) years in duration from the date the PhD or equivalent degree was completed. Extensions under this section are solely at the discretion of the Board.

Duties / Workload

- 5.5 Postdoctoral Associate appointments are full-time appointments. Part-time appointments may be considered and are reviewed and approved by the Postdoctoral Office on a case-by-case basis. Written justification from the Principal Investigator and Postdoctoral Associate is required. In cases where a Part-time appointment is being considered, the Postdoctoral Office shall inform the candidate of the benefit eligibility and entitlements associated with that appointment before the candidate accepts such appointment.
- 5.6 Employees are expected to engage in full-time research activities as per the Letter of Appointment which shall include the duties and responsibilities of the position. Work assignments should normally be consistent with the duties and responsibilities outlined in the Letter of Appointment or as discussed as per Article 5.7.
- 5.7 Upon appointment, an Employee and their supervisor shall convene a meeting to discuss the duties and expectations of the appointment and the Employee's career objectives. Subsequent meetings shall occur at least once per year, if requested by the Employee.
- 5.8 An Employee may be involved in undergraduate and graduate student mentoring if approved by the Principal Investigator.
- 5.9 Under exceptional circumstances, Employees may be eligible to serve on a graduate supervisory committee. Eligibility is determined on a case-by-case basis at the sole discretion of the Faculty of Graduate Studies.
- 5.10 An Employee may engage in teaching duties provided:
- a) the maximum load of teaching duties for an Employee is one half-course per term; and
 - b) the teaching arrangement adheres to any granting agency restrictions on the amount of teaching permitted.

- 5.11 Exceptions to the teaching load set out in 5.10 may be considered on a case-by-case basis subject to approval by the Postdoctoral Office and reported to Human Resources for documentation and immigration compliance purposes. Written justification from the Principal Investigator and Employee is required.
- 5.12 An Employee who is the Instructor of Record for a course will receive a sessional appointment separate from the Letter of Appointment. This is a sessional appointment under the collective agreement between the Governors and the Faculty Association and the Postdoctoral Associate is entitled to additional compensation for this sessional appointment.
- 5.13 A Postdoctoral Associate who is awarded additional external funding during the term of their Postdoctoral Associate appointment will retain their Postdoctoral Associate appointment at a reduced percentage (minimum of 5% of the original appointment) and will be extended a second appointment as a Postdoctoral Fellowship Holder or a Guest Postdoctoral Scholar to account for the additional funding. These Letters of Appointment are subject to approval of the Postdoctoral Office. Effective July 1, 2024, the minimum Postdoctoral Associate appointment will increase from 5% to 10% of the original appointment.

Training

- 5.14 Each department will provide training for all Employees appropriate to the duties required. Required training shall occur as paid time as part of regular work hours.

ARTICLE 6: PROBATION

- 6.1 An Employee is on probation for the first three (3) months of service. An Employee shall serve probation only once.
- 6.2 The probationary period is intended to be a period of time for the Supervisor(s) to adequately evaluate the Employee's skills, qualifications and fit and to provide the Employee with feedback regarding their performance and suitability for the appointment. If, during the probationary period, a Supervisor considers that an Employee's performance is unsatisfactory, the Supervisor shall provide such feedback in writing and give the Employee the opportunity to improve their performance.
- 6.3 The Parties recognize that there may occasionally be circumstances in which the initial probationary period is not sufficient. In such circumstances, the Supervisor(s) may extend the probationary period by a further period, not to exceed one (1) month. Reasons for such extension, must be provided to the Employee, the Postdoctoral Office and the Association in writing no later than two (2) weeks prior to the end of the initial probationary period.

- 6.4 In the event of a decision to dismiss a probationary Employee, the Employer will hold a meeting to advise the Employee. The Employee shall be given two (2) business days' notice of such a meeting and shall be informed of their right to Association representation. In such cases, the probationary Employee will not have recourse to the grievance or arbitration procedure unless the dismissal is exercised in a manner that is arbitrary, discriminatory or in bad faith.
- 6.5 Reasons for dismissal of a probationary Employee shall be in writing. The Employee may forward this letter to the Association. The Employer shall notify the Association if an Employee is dismissed during their probationary period. An Employee who is dismissed during the probationary period is not entitled to termination pay, notice or payment in lieu of notice under Article 14 – Terminations.

ARTICLE 7: HOURS OF WORK

- 7.1 The Parties recognize that Employees are primarily involved in research and scholarly activity. As such, there must be flexibility with respect to the hours of work to allow for the specific needs of research, scholarship, and an Employee's individual needs. The parties recognize that this arrangement is mutually beneficial for both Employees, the Supervisors and the Board. Therefore, Employees will manage their schedule in accordance with their responsibilities.
- 7.2 The normal hours of work for an Employee are 40 hours per week, recognizing that the needs of the Employee and the needs of the Supervisor's research program may require flexibility in the scheduling of the work.
- 7.3 Employees shall not regularly be required to work more than 40 hours per week, and in no case shall Employees be required to work more than forty-eight (48) hours in any one work week unless mutually agreed upon between the Employee and Supervisor. As part of this mutual agreement, the Employee and Supervisor should consider appropriate paid time off work to recognize the additional hours worked. An Employee will not be subject to discipline for refusing work in excess of forty-eight (48) hours a week.
- 7.4 If a Supervisor and an Employee agree that an Employee will attend a conference, seminar, course or workshop, the time spent attending such events, including time travelling to and from such events, shall be deemed to be part of the Employee's normal hours of work.

ARTICLE 8: COMPENSATION AND BENEFITS

Compensation

- 8.1 Rates of pay are expressed as annual rates of pay which include funds from all sources, including a Principal Investigator's grant, a University grant, or an endowment/donation and are as established in Appendix A.
- 8.2 Each payment shall be accompanied by an electronic pay statement that includes an itemized list of all deductions made from Postdoctoral Associate's pay.
- 8.3 Payment to Postdoctoral Associates pursuant to this Agreement shall be less all applicable deductions and with holdings required by law.

Extended Health Benefits

- 8.4 All Employees whose appointments are greater than six (6) months are entitled to be enrolled in either the single, or family, Postdoctoral Fellow Employee Group Benefit plan (Plan C benefits) provided that they meet the plan requirements. The benefits of this plan are summarized on the Human Resources, Benefits website.
- 8.5 Premiums for either the single, or family, Postdoctoral Fellow Employee Group Benefit plan will be paid by the Supervisor.
- 8.6 In managing the benefits program for Employees, the Board agrees not to implement any substantial changes which would reduce the benefits to Employees without the agreement of the Association.

Tuition Support Benefit for Employee, Spouse and Dependent Children

- 8.7 Subject to the conditions in Clause 8.9, a full-time Employee who has completed six (6) months or more of continuous service before the start date of the academic session shall be entitled to a tuition fee remission relating to courses taken at the University in an amount equivalent to:
 - a) the Canadian Student Tuition rate per Undergraduate or Graduate Academic credit course as referenced in the University Tuition and General Fee Guide to a maximum of four (4) credit courses.
 - b) In the case of a part-time Employee, the entitlement in 8.7(a) shall be prorated the Employee's hours of work as set out in the Letter of Appointment.

- 8.8 Subject to the conditions in Clause 8.9, the spouse and each dependent of a full-time Employee who has completed one (1) year or more of continuous service before the start date of the academic session shall be entitled to a tuition fee remission relating to courses taken at the University in an amount equivalent to:
- a) the Canadian Student Tuition rate per Undergraduate or Graduate Academic credit course as referenced in the University Tuition and General Fee Guide to a maximum of Three (3) credit courses; or
 - b) In the case of a spouse and each dependent of a part-time Employee, one half (½) of the value of the entitlement under Clause 8.8(a).

8.9 Conditions of Tuition Support:

- a) The Employee must be actively employed on the fee deadline date.
- b) The Employee, spouse or dependent child shall satisfy all academic and registration requirements and also pay such other general compulsory fees as are normally assessable to students.
- c) The application for tuition fee remission must be received prior to the fee payment deadline date for the applicable academic session.
- d) The Employee provides evidence satisfactory to the Board that the child is a dependent.

A child shall be considered a dependent child if, during the period for which tuition fee remission is being sought, such child is included as an eligible dependent on the same Alberta Health Care registration as the Employee. The Board in its discretion may accept other forms of proof of child dependency.

- 8.10 No Employee, spouse or dependent child shall be eligible for more than one tuition fee remission benefit in respect of any one academic year unless both spouses are employees of the University, in which case each spouse has full access to the benefits of this Article.
- 8.11 Where the spouse or dependent child is enrolled as a full-time student, any unspent portion of the tuition fee remission may be carried forward and added to a subsequent year's entitlement during the four-year period commencing with the year in which the spouse or dependent child first registers as a full-time student.
- 8.12 The amount of the tuition fee waived for an Employee, spouse or dependent will be reported as a taxable benefit on the Employee's Revenue Canada T4 information slip for the year in which the remission is made.

Flexible Spending Account

- 8.13 The Board will contribute five hundred dollars (\$500) into a Flexible Spending Account for eligible full-time Employees whose appointments are longer than six (6) months. The Board will contribute up to five hundred dollars (\$500) into a Flexible Spending Account on a pro rata basis for eligible part-time Employees whose appointments are longer than six (6) months.
- 8.14 Terms and conditions of the Flexible Spending Account will be available from Human Resources and will be posted online.

ARTICLE 9: HOLIDAYS

- 9.1 Employees shall not be required to work, and shall suffer no loss of pay or benefits, on any of the following University holidays:
- a) New Year's Day
 - b) Family Day
 - c) Good Friday
 - d) Easter Monday
 - e) Heritage Day
 - f) Victoria Day
 - g) Canada Day
 - h) Labour Day
 - i) Thanksgiving Day
 - j) Remembrance Day
 - k) Christmas Day
 - l) Boxing Day
 - m) General holidays not listed above but recognized by the Board of Governors.

- 9.2 Should any of these holidays fall on a Saturday or Sunday, the University shall declare an alternative day as the holiday. This will normally be the Friday preceding or the Monday following the holiday.
- 9.3 When an Employee is required by the Employer to perform work on a holiday, the Employee shall be allowed time off work for the actual hours worked. Time will be taken or scheduled as mutually agreed between the Employee and their Supervisor.
- 9.4 When the University is closed between December 25th and January 1st, Employees will be given three (3) Business Days designated by the Board off work without loss of pay and without any requirement to use any additional leave. If, due to the requirements of the appointment, the Employee must work during this period, they shall be given equivalent time off for all time worked at a future, mutually agreeable date.

ARTICLE 10: LEAVES

Personal Leave Days

- 10.1 Time off is an important benefit that contributes to a healthy and balanced lifestyle. By fully using personal leave time, not only do Employees contribute to their own physical and mental well-being, they also assist the University in maintaining a sustainable organization.
- 10.2 Employees are entitled to a minimum of paid personal leave days according to the following schedule:

Years 1 & 2	15 Business Days
Year(s) 3+	20 Business Days

Personal leave days may be taken consecutively and are in addition to the holidays listed in Article 9.1 and periods where the University is closed.

- 10.3 These are minimum requirements and Employees may negotiate a greater personal leave day entitlement with their Supervisor. The amount of personal leave days agreed to will be set out in the Letter of Appointment.

Sick Leave

Casual Illness

- 10.4 The Parties acknowledge that regular attendance at work is a fundamental condition of employment and that Casual Illness benefits are intended to provide income protection in circumstances where an Employee is unable to attend work due to illness or injury (other

than injuries covered by WCB). Casual Illness, which is an injury of illness causing an Employee to be absent from work for five (5) consecutive Business Days or less is a departmental matter and should be dealt with between the Employee and the Supervisor.

10.5 Employees must advise their Supervisor as soon as possible when absent from work due to Casual Illness.

10.6 During a period of Casual Illness an Employee is entitled to full salary and benefits.

General Illness

10.7 General Illness is an illness or injury which causes an Employee to be absent for more than five (5) consecutive Business Days.

10.8 Employees must advise their Supervisor and Staff Wellness (or the equivalent delegated body as determined by the Board) when absent from work due to General Illness.

10.9 Staff Wellness, or the equivalent delegated body as determined by the Board, may request medical documentation to support a leave due to General Illness. Staff Wellness, or the equivalent delegated body as determined by the Board, will inform the Supervisor of the likely duration of leave and whether there are any other restrictions or limitations applicable to the Employee.

10.10 The Supervisor, in consultation with the Postdoctoral Office, will determine whether the General Illness leave will be paid or unpaid giving consideration to the length of leave, the reasons for the leave, the time remaining in the appointment, the availability of EI Sickness Leave benefits and the availability of project funds. Decisions with respect to General Illness leave must be approved by both the Supervisor and the Postdoctoral Office.

10.11 The Supervisor's contributions to the Employee's extended health benefit plans will continue.

Leaves Without Pay

General Leave

10.12 Employees who have completed ninety (90) days of service, may be granted general leaves of absence without pay up to a maximum of six (6) months. Requests must be submitted in writing to both the Principal Investigator and the Postdoctoral Office. Requests will be evaluated on a case-by-case basis and may be approved at the sole discretion of the Board. For clarity, both the Principal Investigator and the Postdoctoral Office must approve the request.

- 10.13 The Parties agree that an Employee may use General Leave for reasons of any of the job protected leaves listed under Division 7 of the Employment Standards Code subject to the same conditions as provided by the Employment Standards Code and associated Regulations.
- 10.14 An Employee who is absent from work without authorization from the Board for a period of three (3) consecutive Business Days shall be deemed to have resigned their employment and their appointment shall automatically terminate.

Maternity and Parental Leave

- 10.15 Employees contribute to Employment Insurance and are eligible to apply for maternity of parental leave under the terms and conditions of the EI Maternity and Parental benefits.
- 10.16 The Supervisor's contributions to the Employee's extended health benefit plans may continue during these periods at the sole discretion of the Supervisor. Where Supervisor contributions do not continue, or continue for a portion of the leave period, Employees may elect to continue their benefits plan at their own expense. Details can be found on the HR website.

Maternity Leave

- 10.17 A pregnant Employee who has been employed at the University for ninety (90) days is entitled to unpaid maternity leave for a period of eighteen (18) weeks commencing any time during the twelve (12) weeks immediately before the estimated date of delivery.
- 10.18 An Employee whose pregnancy ends prematurely for reasons other than a live birth within sixteen (16) weeks of the estimated due date shall continue to be eligible for maternity leave.
- 10.19 An Employee who takes maternity leave must take at least six (6) weeks of leave immediately following the delivery of the child unless:
- (i) the Employee and the Board agree to a lesser period, and
 - (ii) the Employee submits medical documentation to Staff Wellness, **or** the equivalent delegated body as determined by the Board, confirming that the resumption of work will not compromise the Employee's health.
- 10.20 A pregnant Employee who presents medical evidence from their physician which satisfies the Board that continued employment in the Employee's present position may be hazardous to the Employee or to their unborn child, may request accommodation under the Workplace Accommodation Policy and Procedure.

If during the twelve (12) week period immediately preceding the estimated date of delivery the pregnancy of an Employee interferes with the performance of the Employee's duties, the Board may, by notice in writing to the Employee, require that the Employee start their leave.

- 10.21 A pregnant Employee must give the Board as much notice as possible, but in any case, at least two (2) weeks' written notice of the date the Employee will start their maternity leave.

A pregnant Employee may be required to submit a medical certificate to Staff Wellness, or the equivalent delegated body as determined by the Board, certifying the estimated date of delivery.

Parental Leave

- 10.22 An Employee who has completed ninety (90) days of continuous service and who has or will have the actual care or custody of the newborn or newly adopted child, will be granted up to sixty-two (62) weeks of Parental Leave without pay within seventy-eight (78) weeks after the child's birth. The Employee shall provide proof of the birth or adoption of the child and give the Board reasonable notice in writing of the date on which the leave is to start. The date of the return to work shall be established before the start of the leave.
- 10.23 Where both parents of the child are University employees, the Board may restrict the combined total Parental Leave to a maximum of sixty-two (62) weeks.

Maternity and Parental Leave Top-Up

- 10.24
- a) If an Employee has access to maternity or parental leave top-up benefits through their funding agency that is equal to or greater than what is provided under this section, the Employee must access that benefit. An Employee cannot access both the University and the funding agency's benefits.
 - b) Notwithstanding 10.24(a), if an Employee has a Postdoctoral Associate appointment pursuant to Article 5.13, they may be eligible to receive parental leave top-up benefits from the University prorated to the full-time equivalent (FTE) associated with their Postdoctoral Associate appointment and maternity/parental leave top up benefits through their funding agency for their Postdoctoral Fellowship Holder or Guest Postdoctoral Scholar appointment.
 - c) For clarity, an Employee cannot receive parental leave top-up benefits from the University and an external funding agency for the same portion of their FTE.

- 10.25 The Board will provide Top-Up Benefits to eligible Employees for the purpose of income replacement for a parent staying home to care for a child in the first year of life or first year of adoption. To be eligible for Top Up Benefits an Employee must:
- (a) be a birth parent or adoptive parent on an approved maternity leave or parental leave;
 - (b) establish to the Board that the Employee is the primary care giver of the child; and
 - (c) have completed six (6) months of continuous services.
- 10.26 The Top-Up Benefit is a weekly benefit designed to bring an Employee's income up to a maximum of ninety-five percent (95%) of the Employee's normal income paid for a period of up to eighteen (18) weeks. The Top-Up Benefit is calculated as follows: ninety-five percent (95%) of the Employee's normal salary as set out in the Letter of Appointment less the amount the Employee receives as Employment Insurance benefits.
- 10.27 Notwithstanding any other clause in this section, if the Employee does not qualify for Employment Insurance benefits, or qualifies for extended parental Employment Insurance benefits, the University will only provide the difference between the standard parental Employment Insurance benefits and the ninety-five percent (95%) rate.
- 10.28 An Employee is not eligible to receive more than eighteen (18) weeks of Top-Up Benefits in one year.
- 10.29 Where both parents are employees of the University, their combined total Top-Up Benefits may not exceed a maximum of eighteen weeks.
- 10.30 Top-Up Benefits for part-time Employees shall be provided on the same basis as full-time Employees but proportionate to the Employee's hours of work as set out in the Letter of Appointment.
- 10.31 To be eligible for Top-Up Benefits, an Employee must give the Board notice in writing of the intended date of return to work at the time the leave is commenced.

ARTICLE 11: PROFESSIONAL ACTIVITIES AND DEVELOPMENT

Professional Activities

- 11.1 The Board acknowledges that Employees receive appointments at the University based on their expertise and competence in their respective professional fields. Outside professional activities may enhance the professional and scholarly competence of the Employee as well as the reputation of the University.
- 11.2 Employees may engage in professional activity with the community outside the University, provided that such activity does not interfere with the Employee's duties or responsibilities of their appointment and does not violate the University's Code of Conduct. Outside professional activity that presents a conflict of interest, a conflict of commitment or the appearance of such conflict, will be disclosed by the Employee in accordance with the Procedure for Conflict of Interest.

Professional Development

- 11.3 Employees may request to attend academic conferences or other educational events. Such requests must be approved by an Employee's Supervisor in writing.
- 11.4 Subject to the written approval of the Supervisor, travel, registration and related expenses, in accordance with the University's travel and expense policies and any related policies of the granting agency, shall be paid by the Employer.
- 11.5 The Postdoctoral Office will inform Employees of professional development opportunities they organize or become aware of.

ARTICLE 12: EVALUATIONS

- 12.1 The Parties recognize the benefit of ongoing performance feedback and agree that the purposes of evaluations are to assist Employees in improving the quality of their work; assess the performance of Employees; and to document the work performed by the Employee.
- 12.2 The Supervisor will conduct an evaluation once per year during the period of the Employee's appointment. At the conclusion of this evaluation, the Supervisor should consider whether an increase to the Employee's wage or a one-time lump sum payment is warranted, however, any wage increase (beyond any increase stipulated in Appendix A of this Collective Agreement) or one-time lump sum payment is at the sole discretion of the Supervisor. The decision to grant or withhold a wage increase will not be subject to the grievance procedure unless such decision was arbitrary, discriminatory or made in bad faith.
- 12.3 Nearing the conclusion of an Employee's appointment an additional meeting and final evaluation shall be conducted if requested by the Employee.
- 12.4 The results of any evaluation shall be shared with the Employee and discussed between the Employee and their Supervisor. Any documented performance feedback will be included in the Employee's personnel file and will be retained in accordance with the University's document retention rules.
- 12.5 An Employee shall be entitled to append their comments to any evaluation.
- 12.6 Any performance feedback documents are developmental in purpose and shall not be considered part of the disciplinary process.

ARTICLE 13: DISCIPLINE

- 13.1 As a matter of practice and general principle, the Board endorses the concept of progressive discipline.
- 13.2 No Employee who has completed the probationary period shall be disciplined or terminated without just cause, except as otherwise set out in Article 14.2 and 14.4.
- 13.3 Nothing in this Article shall be construed to preclude normal discussions between Supervisors and Employees concerning standards, expectations, or performance of work.
- 13.4 The disciplinary actions that may be taken by the Employer include, letter(s) of warning or reprimand, suspension without pay, and dismissal. Such disciplinary

actions shall be in accordance with the principles of progressive discipline and be reasonable and commensurate with the seriousness of the behaviour. Letters of Expectation shall not be considered disciplinary.

- 13.5 Employees are entitled to Association representation at any disciplinary meeting or any meeting that has a reasonable prospect for becoming disciplinary. Employees will be provided a minimum of two (2) Business Days' notice of any such meeting and shall be advised that they are entitled to bring Association representation to this meeting.
- 13.6 Employees who would not like Association representation for a disciplinary meeting must provide a written or electronic copy of the signed "waiver of representation" form to the Association's office.
- 13.7 If not provided in writing during the disciplinary meeting, the Employee shall be notified in writing of the nature of any disciplinary action(s) taken and the reasons for such action(s) within five (5) days of the disciplinary meeting. The Employee may forward a copy of the letter to the Association.
- 13.8 Prior to the issuance of discipline, the University may pursue an anonymous or unattributed complaint provided the details of the complaint are investigated and substantiated under the terms of the relevant policy and/or procedure.
- 13.9 An Employee may be placed on a non-disciplinary leave with pay pending investigation provided written notice is given to the Employee. The Employer shall notify the Association if an Employee is placed on a non-disciplinary leave with pay pending investigation.
- 13.9 All disciplinary meetings, interviews, and investigations shall be treated as confidential subject to any limits to confidentiality in the respective University policy. Should the results of an investigation find the allegations against the Employee are unsubstantiated, all records of such investigation shall be removed from the Employee's personnel file.
- 13.10 The Employer shall remove all records of discipline from the Employee's personnel file eighteen (18) months after the date of discipline or at the end of the Employee's appointment term (whichever comes first), provided no further disciplinary action is taken.

ARTICLE 14: TERMINATION

- 14.1 Resignation from the University: Whenever possible, an Employee must provide written notice at least one (1) month in advance of resignation to the Employer.
- 14.2 End of Contract: Employment ends automatically upon the expiration of the stated term date, without notice. Where the Supervisor intends to extend an Employee's contract, the Supervisor shall make every reasonable effort to do so as far in advance as possible.
- 14.3 Supervisor Initiated Termination for Cause: The University reserves the right to dismiss any Employee for just cause without any entitlement to notice or payment in lieu of notice. Dismissal for just cause must be conducted in a manner consistent with Article 13 - Discipline.
- 14.4 Supervisor Initiated Termination Without Cause: Where the Supervisor terminates the appointment prior to the stated expiration date, the Employee shall be provided with notice, pay in lieu of notice, or a combination of notice and pay in lieu based upon the following schedule:

Seniority (continuous service)	Working Notice (or pay in lieu)
Less than 2 years	6 weeks
2 – 3 years	8 weeks
3 – 5+ years	10 weeks

- 14.5 Years of continuous service for Article 14.4 will include any continuous service as a Postdoctoral Scholar for the University, including separate, consecutive appointments or service in different positions or for different Supervisors. For purposes of determining continuous service, any leaves taken pursuant to Article 10 will not create a break in service.

ARTICLE 15: GRIEVANCES, MEDIATION AND ARBITRATION

- 15.1 The Parties confirm their mutual desire that grievances be dealt with promptly and progressively with the object of arriving at a proper settlement in accordance with the procedures hereinafter described.
- 15.2 The Association may act as an advocate for Employees. Employees have the right to seek advice and guidance from the Association at any time and are encouraged to do so. The Association may appoint a representative to assist, accompany or represent the Employee at any stage of the grievance procedures.
- 15.3 In the event that a dispute arises:
- a) between the Board and the Association; or
 - b) between the Board and one or more members of the Association; concerning the interpretation, application or alleged violation of this Agreement, or as to whether that dispute can be the subject of arbitration, such dispute (hereinafter referred to as a grievance) shall be settled in accordance with one of the following procedures as applicable, without stoppage of work, refusal to perform work, or lockout.
- 15.4 A grievance may be one of the following types:
- a) Individual grievance: an individual Employee grieves the actions of the Board.
 - b) Group grievance: two or more Employees grieve against the Board for the same or similar reason, or based on the same or similar event, transaction or decision.
 - c) Policy grievance: a Party grieves the general interpretation, application, administration, or alleged violation of this Agreement. A policy grievance may be brought by either the Association or the Board where the dispute is generally applicable. The regular grievance procedure should not be bypassed when an Employee(s) could themselves institute an Individual or Group grievance.
- 15.5 The Parties acknowledge that early discussions and resolution of disputes between the Employee and their Supervisor are encouraged as this is the key to maintaining a positive working relationship. Similarly, the Parties recognize the need to share information and openly discuss options for resolution at all levels of the grievance procedure. This will ensure a common understanding of the facts and will enhance the possibility for mutually acceptable resolution.

- 15.6 At the request of the Association, the grievor may be present at any or all of the meetings provided for in this Article. At the request of the Board, one of the following: Principal Investigator, Department Head or Equivalent, or the Postdoctoral Program Director, may be present for any or all of the meetings provided for in this Article.
- 15.7 Unless otherwise agreed, no matter may be submitted to arbitration which has not been properly processed through all the steps of the applicable grievance procedure as detailed in this Article.
- 15.8 Individual or Group Grievance Procedure

15.8.1 Step I - Informal Discussion

Whenever it is possible before a grievance is filed, the Employee should, in the first instance, seek clarification and resolution in consultation with the Principal Investigator. The Employee may seek guidance from the Association prior to raising the issue with the Principal Investigator. A meeting between the Employee and the Principal Investigator should occur within five (5) Business Days of the Employee becoming aware of the event, incident, or conduct that gave rise to the potential grievance. If the issue is not resolved at this stage, the Principal Investigator has five (5) Business Days to respond to the Employee in writing.

15.8.2 Step II – Written Grievance to Department Head or Equivalent

Within twenty (20) Business Days of the date that the individual becomes aware, or should reasonably have become aware, of the incident or circumstances causing the dispute, the Employee shall contact the Association, which will submit the grievance in writing to the Department Head or Equivalent with a copy sent to the Postdoctoral Program Director, setting forth:

- a) the nature of the grievance and the circumstances out of which it arose (including dates of the alleged incident or dates of discovery of the alleged incident);
- b) where applicable, attach the written response of the Principal Investigator under Step I;
- c) the remedy or corrective action requested; and
- d) the Article or Articles of this Agreement which are alleged to have been violated.

The written grievance is sent to the Department Head or Equivalent and the Postdoctoral Program Director, with a copy to the grievor. The Department Head or Equivalent, after consultation with the Postdoctoral Program Director, shall within ten (10) Business Days of receiving the written grievance, respond in writing to the Association.

15.8.3 Step III – Grievance Hearing with the Dean

If, in the opinion of the Association, the grievance is not resolved satisfactorily in Step II, and the Association wishes to proceed further, the Association may, within ten (10) Business Days, send the written grievance with the Step I and II responses to the Dean of the faculty affected with a copy to the grievor and Academic Labour Relations.

The Dean of the Faculty affected shall, within twenty (20) Business Days, schedule a meeting with representatives of the Association and the Board. The representative for the Association will present their position on the Grievance. Academic Labour Relations will present the position of the Board. No witnesses will be called or questioned. With the agreement of both Parties, written submissions may be considered. Following the meeting, the Dean of the Faculty affected shall have twenty (20) Business Days to provide a decision in writing to the Association and Academic Labour Relations. The Association is responsible for providing the grievor a copy of the decision.

15.8.4 Step IV – Referral to Mediation or Arbitration

If resolution of the grievance is not reached through the foregoing procedure, the Association may, within ten (10) business days of the date of the Step III decision letter, serve written notice upon the Board of its intention to submit the grievance to mediation or arbitration. This notice will be directed to the Provost and Vice-President (Academic).

15.9 Policy Grievance Procedure

15.9.1 Step I Grievance Meeting

The Party alleging that a grievance exists shall, within twenty (20) Business Days of the date that it becomes aware, or should reasonably have become aware, of the incident underlying the grievance, advise the other Party, in writing, of:

- a) the nature of the grievance and the circumstances out of which it arose (including dates of the alleged incident or dates of discovery of the alleged incident);
- b) the remedy or corrective action sought; and
- c) the Article or Articles of this Agreement which are alleged to have been violated.

The Parties shall meet within twenty (20) Business Days of receipt of such notice and attempt to resolve the grievance. In the event that the grievance is not resolved, the provisions of Step II shall apply.

15.9.2 Step II Grievance Hearing with Provost and Vice-President (Academic)

If the grievance is not resolved satisfactorily in Step I, and the grieving party wishes to proceed further, they may, within ten (10) Business Days, send the written grievance to the Provost and Vice-President Academic, with a copy to either the President of the PDAC or Academic Labour Relations, as applicable.

The Provost and Vice-President (Academic) shall, within twenty (20) Business Days, schedule a meeting with representatives of the Association and the Board. The President of the Association will present their position on the Grievance. Academic Labour Relations will present the position of the Board. No witnesses will be called or questioned. With the agreement of both Parties, written submissions may be considered. Following the meeting, the Provost and Vice-President (Academic) shall have twenty (20) Business Days to provide a decision in writing to the President of the Association and Academic Labour Relations.

15.9.3 Step III – Referral to Mediation or Arbitration

If the grievance has not been satisfactorily resolved, within ten (10) Business Days of the date of the decision letter in the preceding step, either Party may serve written notice upon the other Party of its intention to submit the grievance to mediation or arbitration.

15.10 Time Limits

- a) In the event that the Party initiating an action under either of the forgoing procedures fails to follow the time limits described therein, the grievance shall be deemed abandoned.
- b) Where the Party receiving the grievance fails to respond in accordance with the time limits established therein, the grievance shall advance to the next step.
- c) Either Party may request an extension of the time limits, provided that such extension is requested prior to the expiry of the time allowed. Where such extension is requested, it may not be unreasonably denied.

15.11 Mediation

- a) Mediation is an encouraged but optional step prior to Arbitration.
- b) Mediation is a process by which the Parties come together for open communication of their differences, assisted by a trained mediator, with the intention of reaching a mutual solution for the problem. The matters discussed in mediation are kept confidential and cannot subsequently be used by one Party against the other if mutual agreement is not reached. The discussions that take place during mediation

are confidential and private and information shared during the mediation process cannot be used against either Party after mediation has concluded, regardless of the outcome.

- c) If either Party in the dispute declines mediation or withdraws from the mediation, the Party which submitted the grievance may refer the grievance to arbitration.
- d) The Parties shall jointly appoint a mediator. If the Parties are unable to agree on a mediator, they will jointly request the Chair of the Labour Relations Board, under the Labour Relations Code, to appoint a mediator.
- e) Contacting the mediator is the responsibility of the Party who initiated the grievance.
- f) The following people are allowed to be present during the mediation process:
 - The mediator;
 - Both Parties involved in the dispute; and
 - One support person for each Party involved in the dispute.
- g) Normally, nothing in writing is brought to the mediation process. No witnesses are called and there is no testimony. The mediator is present to assist the Parties directly involved in the dispute to discuss the problem openly and to come to a solution that is agreeable to both Parties.
- h) Successful mediation is final and binding and results in a letter of agreement signed by all Parties to the dispute.
- i) The Association and the Board shall bear the fees and expense of the mediation process equally.

15.12 Arbitration

- a) Following submission to arbitration under 15.8.4 or 15.9.3, the grievance will normally be referred to a single arbitrator. In exceptional cases and with the agreement of both parties, a grievance may be submitted to an arbitration board.
- b) Within 20 Business Days, the Parties shall jointly appoint an arbitrator. If the Parties are unable to agree on an arbitrator, they will jointly request the Chair of the Labour Relations Board, under the Labour Relations Code, to appoint an arbitrator. Where the parties have agreed to an arbitration board, each party shall select one member of the arbitration board and the third member will be mutually agreed upon. All other provisions this article will apply equally to an arbitration board as a single arbitrator.

- c) No person shall be appointed as an arbitrator if the person is directly affected by the dispute, or if that person has been involved in an attempt to settle the dispute.
- d) At least ten (10) Business Days before the hearing, the Parties will provide a Joint Statement of Facts to the arbitrator. The Statement of Facts normally will consist of two sections. The first section will include all facts that can be mutually agreed upon.

The second section will outline the facts that cannot be mutually agreed upon but that each Party considers relevant and intends to bring forward at the hearing.

- e) The arbitrator will receive and consider written submissions and hear oral submissions from both Parties involved. Both Parties involved have the right to have witnesses give testimony, to cross examine such witnesses, and to present oral arguments. The arbitrator may request oral or written testimony from other parties involved in the dispute.
- f) The arbitrator shall confine their decision to the grievance submitted.
- g) The arbitrator shall not substitute their judgment for that of the Board, or any officer of the University acting on behalf of the Board, where the exercise of such judgment is not specifically limited by the terms of this Agreement.
- h) When dealing with grievances involving claims of non-compliance with the procedural requirements of an Article, if the arbitrator finds that the procedural requirements have not been complied with, the decision shall be limited to directing that the matter be reconsidered by the appropriate body in accordance with the proper procedures.
- i) When dealing with grievances concerning disciplinary action, if the arbitrator determines that sufficient grounds for discipline exist, the arbitrator may substitute some lesser disciplinary action specified in Article 13 that the arbitrator deems just and reasonable in the circumstances.
- j) The arbitrator shall issue a letter decision, usually not longer than five pages, within thirty (30) days with reasons to follow, where applicable. The decision of the arbitrator is final and binding.
- k) The arbitrator shall not have the authority to change this Agreement or alter, modify, or amend any of its provisions.
- l) The Association and the Board shall bear the fees and expenses of the arbitration equally.

ARTICLE 16: JOINT COMMITTEE

- 16.1 There shall be a Joint Committee consisting of up to four (4) representatives appointed by the Association and up to four (4) representatives of the Board.
- 16.2 The purpose of the Joint Committee is to review matters of mutual interest arising from the application of this Agreement and to foster communications and co-operation between the Parties with respect to matters applicable to all Postdoctoral Scholars, including those not subject to this Agreement. The Committee shall not have the power to deal with any matters which are properly the subject of a grievance.
- 16.3 The Joint Committee shall meet whenever the need arises, but at least once every academic semester.
- 16.4 The Committee shall have Co-Chairpersons appointed by the respective Parties. Each Co-Chairperson will alternately be responsible for convening and chairing meetings of the Committee.
- 16.5 The Parties are committed to respect the concerns of either Party and endeavour to resolve concerns in a mutually beneficial manner.

ARTICLE 17: ACADEMIC FREEDOM

- 17.1 The Parties agree that academic freedom is fundamental to the mandate of universities to discover and disseminate new knowledge, to educate students, and to enable free intellectual inquiry and exchange.
- 17.2 The Parties agree that Employees are developing their potential as independent scholars, and their Supervisors are responsible for providing them with appropriate measures of intellectual independence and academic freedom. As members of the academic community, Employees have the right to learn, to carry out research, to publish, to comment, to criticize, to examine, to question, to acquire and disseminate knowledge, to create, and to perform; all of these without deference to prescribed doctrine insofar as the Employee abides by the duties and responsibilities of their appointment(s) or as otherwise agreed to by the Supervisor and the Employee.
- 17.3 Academic freedom does not confer legal immunity, nor does it diminish the obligations of the Employee to fulfil the duties and responsibilities of their appointments. Employees are entitled to be free from reprisal for exercising their rights to academic freedom.
- 17.4 In their capacity as researchers and scholars, Employees shall not claim to speak on behalf of the University unless specifically authorized to do so. If there is likely to be confusion as to whether an Employee is speaking on behalf of the University, the Employee shall make clear that the views expressed are their own.

ARTICLE 18: INTELLECTUAL PROPERTY AND AUTHORSHIP

- 18.1 The Parties mutually recognize the important research contributions made by Postdoctoral Scholars.
- 18.2 Matters of intellectual property, including Employees' rights and responsibilities regarding intellectual property, are governed by the relevant university policies, which include but are not limited to, the university's Intellectual Property Policy.
- 18.3 Matters of authorship, including Employees' rights and responsibilities regarding authorship, are governed by the relevant university policies, which include but are not limited to, the university's Research Integrity Policy.

ARTICLE 19: HARASSMENT

- 19.1 The Board, the Association, and Employees are committed to having a safe and respectful workplace where discrimination, Sexual and Gender-Based Violence, and Harassment are not tolerated.
- 19.2 Harassment is defined in the University of Calgary's Harassment Policy, and Sexual and Gender-Based Violence is defined in the University of Calgary's Sexual and Gender-Based Violence Policy.
- 19.3 Complaints of Harassment and Sexual and Gender-Based Violence shall be dealt with in accordance with University policies.
- 19.4 The University's Harassment Policy and Sexual and Gender-Based Violence Policy, including the definitions of Harassment and Sexual and Gender-Based Violence, shall not be altered in any way that materially affects Employees prior to meaningful consultation with the Association.
- 19.5 The giving of negative performance feedback to an Employee or by an Employee to a student does not of itself constitute harassment. The reasonable exercise of administrative authority does not of itself constitute harassment.
- 19.6 Nothing in this Article precludes or is intended to discourage Employees from filing a Grievance in accordance with Article 15, Grievance Procedure, or a complaint with the Alberta Human Rights Commission.

ARTICLE 20: HEALTH AND SAFETY

- 20.1 The Parties recognize and acknowledge a joint responsibility in maintaining a safe and secure working environment for all members of the University community.
- 20.2 The Employer and Employees will comply with all requirements of the Occupational Health and Safety Act, Regulations, and Code and will comply with the University's Occupational Health and Safety Policy.
- 20.3 The Employer:
- a) Will provide a facility where Employees can safely perform their assigned duties;
 - b) Will make available any required workplace documents (identified under the Occupational Health and Safety Code for the Province of Alberta); and
 - c) Will provide appropriate training to Employees and Supervisors in safe work practices and safe operation of equipment; attendance at required training sessions shall be deemed time worked.
- 20.4 Employees:
- All Employees have:
- a) the right to receive workplace health and safety training appropriate to their role;
 - b) the right to be informed of work site hazards and the means to eliminate, mitigate or control those hazards;
 - c) the right to meaningful participation in health and safety activities pertaining to their work and work site, including the ability to express health and safety concerns;
 - d) the right to refuse dangerous work in accordance with the Occupational Health and Safety Act;
 - e) the obligation to immediately report unsafe work conditions or workplace injuries to their Supervisor; and
 - f) the ability to work without being subject to discriminatory action for exercising a right or fulfilling a duty imposed by the Occupational Health and Safety Act, Regulations or Code.
- 20.5 The Employer will maintain a Joint Worksite Health and Safety Committee made up of representatives of the Employer and other groups within the University, including representatives from the Association.

- 20.6 All workplace health and safety concerns shall be referred to the Joint Worksite Health and Safety Committee for resolution and not by way of the grievance procedure.
- 20.7 No Supervisor shall take any discriminatory action against an Employee, for acting in compliance with the Occupational Health and Safety Act, Regulation, and Code.
- 20.8 The Association will receive statistical information regarding occupational injuries and illnesses sustained by Employees and reported to WCB as regularly reported to the Joint Worksite Health and Safety Committee.

ARTICLE 21: OFFICIAL EMPLOYEE FILE

- 21.1 The Employee's official file will be maintained by the Postdoctoral Office. Upon request, an Employee, and/or a representative of the Association authorized by the Employee, shall have the right to consult the Employee's official file in the presence of a representative of the Board. Such requests will be granted within a reasonable time frame. An Employee shall have the right to respond in writing to any documents placed in the Employee's file and such response shall be included in the official Employee file.

ARTICLE 22: ASSOCIATION REPRESENTATIVES AND ACTIVITIES

- 22.1 The Board acknowledges the right of the Association to appoint or otherwise select Employees as PDAC representatives.
- 22.2 Whenever possible, a designated PDAC representative shall investigate Employee complaints or process a grievance or undertake any other Association business, outside of their scheduled work times. If this is not possible, the representative will obtain permission from their Supervisor prior to leaving work, and such requests shall not be unreasonably denied.
- 22.3 Duly authorized representatives of the Association shall be permitted to transact official business of the Association with members of the Association or with official representatives of the Board on University property, provided such business shall not interfere with the normal operations of the University.
- 22.4 An Association representative shall be entitled to up to fifteen (15) minutes to provide an overview of the role of the Association at all new Employee orientation assemblies. The Board will notify the Association at least ten (10) Business Days in advance of such orientation. Such orientations shall be convened at least two (2) times per year.

ARTICLE 23: ASSOCIATION RIGHTS AND PRIVILEGES

- 23.1 The Board agrees to provide the Association with the following in connection with the conduct of the business of the Association, at rates to be determined by the Parties: adequate office space, telephone service, electronic mail service, internet service, and electronic mail distribution service. Further, the Board will provide six (6) months' notice of any plan to move the Association offices. Any replacement office space shall be of comparable size and features and shall be provided without additional cost to the Association.
- 23.2 Subject to availability, the Board will allow the Association to use internal and external postal services of the University, printing facilities, computing facilities and audio-visual equipment and other office equipment consistent with the rates charged to the University's other certified bargaining agents.
- 23.3 Subject to availability and normal University regulations concerning the use of space, the Board agrees to provide the Association with access to suitable meeting rooms, upon request.
- 23.4 Subject to faculty or departmental policies, the Board agrees to provide the Association access to the departmental bulletin boards to post notices of meetings and other such notices as may be of interest to Employees.

ARTICLE 24: NO STRIKES AND NO LOCKOUTS

- 24.1 The Association agrees that there shall be no strike during the term of this Agreement.
- 24.2 The Employer agrees that there will be no lockout during the term of this Agreement.
- 24.3 Employees will not be required to perform duties beyond their normal responsibilities as a result of a labour dispute.

ARTICLE 25: LEGISLATION AND THE COLLECTIVE AGREEMENT

- 25.1 Where this Agreement confers a right or benefit which is superior to that provided by a statute passed by the Government of Canada or Alberta, such superior right or benefit shall prevail.
- 25.2 In the event that any statute passed by the Government of Canada or Alberta renders null and void, or alters, any provision of this Agreement, the Parties agree to address the effect of such change via a Letter of Understanding.

ARTICLE 26: DURATION

- 26.1 This Agreement shall take effect as of January 1, 2024, and shall remain in full force and effect until June 30, 2028, and from year to year thereafter until a new collective agreement is concluded by the Parties or another circumstance outlined in Section 130(1) of the Alberta Labour Relations Code.

ARTICLE 27: PUBLICATION OF THE COLLECTIVE AGREEMENT

- 27.1 The Collective Agreement will be hosted on the Association's and Human Resources website. The Postdoctoral Office will maintain a link on their website directing visitors to the Agreement.
- 27.2 The Board shall, at the time of appointment, provide each new Employee with a link to the Collective Agreement.

ARTICLE 28: BOARD – ASSOCIATION COMMUNICATIONS

28.1 Notices

Unless otherwise noted in this Agreement, any notice given shall be deemed to have been sufficiently served if emailed to:

Provost and Vice-President (Academic)
University of Calgary

and, in the case of the Association, to:

President
The Postdoctoral Fellows Association of the University of Calgary

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers on their behalf.



Dr. Ed McCauley
President
University of Calgary

May 13, 2024

Date



Dr. Nynke J. van den Hoogen
President
Postdoctoral Fellows Association of the University of
Calgary

May 7, 2024

Date



Dr. Penny Werthner
Interim Provost and Vice-President (Academic)
University of Calgary

May 10, 2024

Date



Dr. Ayan Chanda
Vice President - Finance
Postdoctoral Fellows Association of the University of
Calgary

May 7, 2024

Date

APPENDIX A

1.1 The minimum applicable annualized stipend/salary from all combined sources to each Employee shall be as follows:

Minimum Salary / Stipend	
January 1, 2024	\$40,000
July 1, 2024	\$45,000
July 1, 2025	\$49,000
July 1, 2026	\$51,000
July 1, 2027	\$53,000

1.2 There is no maximum salary rate for Postdoctoral Associates stipulated under the terms of this Collective Agreement.

1.3 Except as outlined in Clause 1.4, Employees who are paid a salary at or above the minimum salaries outlined in Clause 1.1 on the corresponding effective dates will receive the following increase to the salary/stipend associated with their Postdoctoral Associate appointment:

Across-the-Board Increase	
July 1, 2024	2%
July 1, 2025	2%
July 1, 2026	1.75%
July 1, 2027	1.75%

1.4 Employees whose appointments are paid through a funding agreement where the sponsor’s terms stipulate a fixed annual salary rate and do not include additional funds to increase that salary rate are not eligible to receive any across-the-board salary increase (e.g., Mitacs-funded Postdoctoral Associates).

1.5 For Employees who have a Postdoctoral Associate appointment under Article 5.13 of this Agreement, no increase will apply to their Postdoctoral Fellowship Holder or Guest Postdoctoral Scholar appointment.

LETTER OF UNDERSTANDING: INTELLECTUAL PROPERTY AND AUTHORSHIP

The University of Calgary is committed to increasing awareness and understanding of Postdoctoral Associates' rights and responsibilities related to intellectual property and authorship.

Accordingly, the university will develop one or more resources for Postdoctoral Associates which provides information about the university's Intellectual Property Policy and Research Integrity Policy, and Postdoctoral Associates' rights and responsibilities under these policies. These resources may include an 'FAQ' webpage, an overview of intellectual property and authorship during Postdoctoral onboarding, or other resources not listed here. The university shall consult with the Association in the development of these resources.

This Letter of Understanding shall expire on June 30, 2028.

LETTER OF UNDERSTANDING: ANNUAL PERFORMANCE EVALUATIONS

The Parties shall jointly review the application of Article 12.2 of the Collective Agreement which outlines the process for annual performance evaluations. The goal of this review is to improve the uptake and utility of annual performance evaluations.

The Parties shall meet within forty-five (45) calendar days of ratification to commence this review. Each Party may appoint up to four (4) representatives to attend these review meetings, and the group will meet a minimum of four (4) times. The content of the meetings will be confidential.

The recommendations of the working group will be submitted to university administration for consideration.

This Letter of Understanding shall expire on June 30, 2028.

LETTER OF UNDERSTANDING: HOURS OF WORK

The Parties shall meet periodically to review concerns related to Employees' hours of work. These meetings will provide the Association with an opportunity to identify areas of concern related to hours of work, and for the University to address those concerns as appropriate.

The Parties shall meet within sixty (60) calendar days of ratification to commence this review. Each Party may appoint up to four (4) representatives to attend these review meetings.

This Letter of Understanding shall expire on June 29, 2028.