POSTDOCTORAL FELLOWS
COLLECTIVE AGREEMENT

BETWEEN THE

POSTDOCTORAL FELLOWS ASSOCIATION

OF THE UNIVERSITY of ALBERTA

(THE “PDFA”)

AND

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

(THE “BOARD”)

January 1, 2025 to December 31, 2028

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PREAMBLE

The Employer and the Union recognize the important contribution that Postdoctoral Employees, as members of the University's academic and 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.

ARTICLE 1: PURPOSE AND SCOPE OF THIS AGREEMENT

1.01 This Agreement describes the terms and conditions that apply to the employment of postdoctoral scholars by the University of Alberta.

1.02 This Agreement is binding on the Employer and its representatives, the Union and its representatives, and postdoctoral scholars.

1.03 The terms and conditions of this Agreement will not apply to the appointments of postdoctoral scholars who are identified as PDS Visitors and PDS Awardees and secure their own transferable funding from external grant-funding agencies and for whom this is the sole source of funding.

1.04 If a conflict arises between this Agreement and the requirements of a funding agency, the requirements of the funding agency will apply, subject to the following provisions.

1.04.01 If a Supervisor determines an inability to meet any term or condition of employment, based on the requirements of the funding agency, the Supervisor will contact the Provost. The Provost will notify the Union of the conflict with the Funding Agency.

1.04.02 The Provost (or designee), following consultation with the Union, will request the Supervisor to consider option(s) that provide an outcome of comparable value. The decision to provide an alternative option is at the sole discretion of the Supervisor.

1.04.03 The Provost (or designee) will notify the Union of the reason(s) for the inability to meet any term or condition of the Collective Agreement.

ARTICLE 2: TERM AND VARIATION OF THIS AGREEMENT

2.01 The Agreement is binding upon the Employer, the Union, and each PDS Employee.

2.02 This Agreement is effective from January 1, 2025 to December 31, 2028 (the "Expiration Date") however, if notice to bargain is not given in accordance with Article 21.01, The Expiration Date shall be deemed to be extended by one (1) year.

2.03 During the term of this Agreement, the Provost and the PDFA President may mutually agree to waive or amend specific time limits. Such agreements will be confirmed in writing.

ARTICLE 3: DEFINITIONS

3.01 "**Agreement**" means this Collective Agreement.

3.02 "**Appointing Officer**" means the Dean or Department Chair responsible for appointing the postdoctoral fellow.

3.03 "**Department**" means an administrative unit, department or non-departmentalized faculty.

3.04 "The **Employer"** means the Governors of the University of Alberta.

3.05 **"GPS"** means the Faculty of Graduate & Postdoctoral Studies.

3.06 The **"Parties" or "Party"** mean collectively or singularly the Employer and the Union.

3.07 "**PDFA President**" means the elected President of The Postdoctoral Fellows Association of the University of Alberta, or their designee.

3.08 **"PDS Employee"** means a postdoctoral scholar who is employed by the University on a full or part time basis and is subject to the terms and conditions of this agreement.

3.09 **"PDS Awardee"** means a postdoctoral scholar who is designated by the University as an "Awardee", which is a postdoctoral scholar who has a grant(s) or award(s) of funding themself, for which the University acts only as administrator and/or paymaster. A PDS Awardee is not an employee of the University and is not subject to the terms and conditions of this agreement.

3.10 **"PDS Visitor"** means a postdoctoral scholar who is designated by the University as a "Visitor", which is a postdoctoral scholar who has a grant/award of funding themselves which is managed/administered by themself and for which the University does not act as administrator or paymaster. A PDS Visitor is not an employee of the University and therefore is not subject to the terms and conditions of this agreement.

3.11 "**Supervisor**" means the Academic Faculty member responsible for the supervision and coordination of the duties performed by the PDS Employee.

3.12 **"Provost"** means the Provost and Vice-President (Academic), or designee.

3.13 "**Union**" means The Postdoctoral Fellows Association of the University of Alberta.

3.14 "**Union Representative**" means an Executive member of The Postdoctoral Fellows Association of the University of Alberta or their designee.

ARTICLE 4: UNION RECOGNITION

4.01 The Postdoctoral Fellows Association of the University of Alberta is the exclusive bargaining agent for PDS Employees.

4.02 A PDS Employee appointed to a position under this agreement is a member of the Union when they commence work on their appointment date.

4.03 Union dues shall be deducted from the PDS Employee's pay and remitted to the Union following the pay period in which such monies are deducted.

4.04 The Employer will provide a monthly list of PDS Employees subject to dues and the changes (additions and deletions) that have occurred during the month. The list shall include: name, department, faculty, start date, anticipated end date, home address, U of A email address, dues deducted for the month, and phone number.

4.05 The Union will provide the Employer with at least one (1) full calendar month's written notice prior to the effective date of a change in the amount of dues to be deducted.

4.06 The Parties agree there will be no discrimination or coercion exercised or practiced with respect to any PDS Employee for reason of membership or legitimate activity in the Union.

4.07 Union activities during regular hours of work are subject to operational requirements. The primary function of a PDS Employee is to perform the duties assigned to their position. Requests for time to participate in Union activities will not be unreasonably withheld.

ARTICLE 5: MANAGEMENT RIGHTS

5.01 The Union and its members recognize the authority and responsibility of the Employer to manage the operation of the University of Alberta in accordance with the Post-Secondary Learning Act and to implement policies and procedures for that purpose.

5.02 All functions, rights, powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer and will be exercised in a reasonable manner.

ARTICLE 6: SAFETY, HEALTH AND WELLNESS

6.01 Discrimination and Harassment

All members of the University Community are responsible for creating and maintaining a respectful, productive work environment that is free of Discrimination and Harassment. Discrimination and Harassment will not be tolerated.

6.02 Health and Safety

6.02.01 It is the Employer's responsibility to develop a safe work environment.

6.02.02 A PDS Employee can reasonably expect to pursue their work in a safe

and respectful environment. The Parties recognize and acknowledge a joint responsibility for maintaining a safe workplace for all members of the University community.

6.02.03 The Employer and each PDS Employee recognize and accept their responsibilities to maintain a safe work environment through compliance with applicable health and safety legislation and regulations.

6.02.04 The Employer will ensure, as far as it is reasonably practicable for the Employer to do so, PDS Employees have Supervisors that are competent and familiar with their obligations related to safe work. The Employer will provide PDS Employees with training, orientation and information needed to perform their work duties in a safe manner.

6.02.05 If a PDS Employee considers their workplace to be unsafe or that another person is performing work in an unsafe manner, the PDS Employee will immediately report the condition to their Supervisor, the Supervisor of the work area, the Department Chair/Faculty Dean and/or an authority in charge of safety and seek a collaborative resolution to the concern.

6.02.06 A PDS Employee may choose to exercise their right to refuse unsafe work in accordance with the process defined in the Alberta Occupational Health and Safety Act.

6.02.07 PDS Employees have the right to contact the Office of Human Resources, Health, Safety and Environment and the Office of Safe Disclosure and Human Rights, if their concerns are not being addressed by the Department Chair/Faculty Dean to their satisfaction.

6.02.08 A PDS Employee who exercises their rights under this Article or under the Alberta Occupational Health and Safety Act, in good faith, will not be subject to the withholding of pay discipline or termination.

6.02.09 Workplace health and safety concerns not effectively addressed by the Department Chair/Faculty Dean or Supervisor may be referred to the Joint Health and Safety Committee.

6.02.10 The Employer will maintain a Joint Health and Safety Committee made up of Employer and worker representatives and will include a member from the Union.

6.02.11 The Union will be notified as soon as possible upon the Employer becoming aware of a serious incident which has caused a significant injury/illness. When the incident involves a significant exposure to a substance that has caused or could cause a serious health impact written information related to the nature and date of the exposure and

potential health impacts will be provided to the affected PDS Employees. Copies of this information and a list of affected PDS Employees will be provided to the Union. The Employer will retain records of these incidents, in accordance with required retention schedules, for future reference in the event of a Workers' Compensation Claim.

ARTICLE 7: APPOINTMENTS

7.01 The Appointing Officer shall make the appointments of PDS Employees in accordance with University policies and procedures. The appointment is normally within five (5) years of completion of a doctoral degree or ten (10) years from the completion of a MD, DDS, or equivalent degree, unless prior approval by the Provost or designee is obtained to exceed these time limits.

7.02 Appointments are for a limited period of time, from a minimum of three (3) months to a maximum of five (5) years. This five-year (5) time limit may only be extended in writing by the Provost, or designee, due to circumstances requiring an interruption in the PDS Employee's research career.

7.03 A letter of appointment executed by the Appointing Officer shall be provided to the PDS Employee. It will indicate the particulars of the appointment, which may include but are not limited to the title, start and end date, compensation and any other terms and conditions pursuant to the Collective Agreement between the Union and the Employer. The PDS Employee's employment and status as a member of the Union will only commence on the start date specified in the letter, upon receipt of a valid work permit authorizing employment (if required), and once work has commenced in Canada.

7.03.01 The PDS Employee will be provided a copy of their job description at the time the appointment letter is provided to them. During the period of Appointment, should the Supervisor and PDS Employee wish to change the job description, the Supervisor must contact GPS (and Immigration Services through the Staff Service Centre if required) to discuss the proposed changes.

7.03.02 Should there be delays with immigration or delays with the expected arrival of the PDS, the department will notify the Staff Service Centre - Shared Services.

7.04 PDS Employee appointments are full-time appointments. Part-time PDS Employee appointments may be considered and are reviewed and approved by the Provost (or designee) on a case-by-case basis. Written justification from the Appointing Officer is required.

Appointment Renewal and End

7.05 A PDS Employee's appointment will automatically cease on the end date indicated in the

Appointment Letter. In some instances, an appointment may be renewed provided that the PDS Employee still falls within the definition of a PDS Employee and that the renewal would not normally cause the aggregate duration of the appointments to exceed the total time limit of five (5) years. The renewal of the appointment will require a new appointment letter. When an appointment letter is renewed, the Supervisor will make every reasonable effort to provide the PDS Employee with at least six (6) weeks' notice.

7.06 The appointment shall be subject to a probationary period of three (3) months from the appointment start date. At any time during or at the end of this three (3) month period, the Appointing Officer, on the advice of the Supervisor, may terminate the appointment without cause. In this event, the PDS Employee will be provided with working notice or pay in lieu in accordance with Article 8.04 (a) and shall not be entitled to any other compensation.

7.07 If a PDS Employee is absent from their appointment for a period of seven (7) business days and has not contacted their Supervisor advising them of the reason for the absence, that shall constitute just cause for termination and the Appointing Officer may terminate the appointment without any notice or any pay or other compensation of any kind in lieu of notice.

7.07.01 The termination will be rescinded if the PDS Employee demonstrates to the satisfaction of the University that circumstances beyond their control prevented them from reporting to work their place of work and from contacting their Supervisor.

7.08 In all cases of termination by the Employer, unless otherwise indicated herein, the PDS Employee will not be entitled to payment of any funding/compensation beyond the effective date of termination.

ARTICLE 8: TERMINATION

8.01 Resignation: A PDS Employee will provide the Employer with a minimum of two (2) calendar weeks' notice of resignation.

8.02 End of Contract: Employment ends automatically upon the expiration of the stated termination date in the appointment letter, without notice. Where the Supervisor intends to extend a PDS Employee's appointment, the Supervisor will make every reasonable effort to provide the PDS Employee with at least six (6) weeks' notice.

8.03 Supervisor-Initiated Termination for Cause: The Employer reserves the right to dismiss any PDS 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 16 - Discipline.

8.04 Supervisor-Initiated Termination Without Cause: Where the Supervisor terminates the appointment prior to the stated expiration date, the PDS Employee will be provided with notice, pay in lieu of notice, or a combination of notice and pay in lieu based upon the following schedule:

a) employment of less than two (2) years, notice or pay in lieu of notice of six (6) weeks;

b) employment of two (2) years, but less than three (3) years, notice or pay in lieu of notice of eight (8) weeks;

c) employment of three (3) - five (5)+ years, notice or pay in lieu of notice of ten (10) weeks;

8.05 Years of service for Article 8.04 will include any continuous employment as a PDS Employee for the Employer, including service in different PDS Employee positions or for different Supervisors. For purposes of determining continuous employment, any breaks of employment of less than four (4) months or leave taken pursuant to Article 15 (Leave Without Pay) will not create a break in service.

ARTICLE 9: WORKLOAD

The Parties recognize that the PDS Employee is 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 the PDS Employee's individual needs. The Parties recognize that this arrangement is mutually beneficial for both PDS Employees and their Supervisors. Therefore, PDS Employees will manage their schedule in accordance with their responsibilities.

9.01 Upon commencement of the appointment, the PDS Employee and their Supervisor will convene a meeting to discuss the duties and expectations of the appointment and the PDS Employee's career objectives. Subsequent meetings will occur at least once per year, if requested by the PDS Employee.

9.02 The workload of a PDS Employee shall be fair and reasonable such that it enables the employee to maintain a healthy work/life balance. This should include recognition of the variable and unpredictable nature of the work, however, a PDS Employee will not normally be required to work beyond forty-four (44) hours per week.

9.03 Any PDS Employee who considers that their assigned workload does not support a healthy work/life balance shall have recourse to the Chair/ Dean and the Union for a workload review, whose decision shall be final and binding.

9.04 With the prior agreement of the Supervisor, a PDS Employee may undertake teaching responsibilities up to a maximum of one full course per term, which will be considered a distinct employment relationship and governed under a separate employment contract. To the extent that a PDS Employee does undertake teaching responsibilities, this Agreement does not apply to any matters related to the PDS Employee's teaching assignment.

ARTICLE 10: EVALUATION

10.01 The Parties recognize the benefit of ongoing performance feedback and agree that the purposes of evaluations are to assist PDS Employees in improving the quality of

their work; assess the performance of PDS Employees; and document the work performed by the PDS Employee. Evaluations may also identify potential learning and development opportunities.

10.02 The Supervisor will conduct an evaluation every twelve (12) months during the period of the PDS Employee's appointment. At the conclusion of this evaluation, the Supervisor should consider whether an increase to the PDS Employee's wage is warranted, however, any wage increase is at the sole discretion of the Supervisor. The decision to grant or withhold a wage increase will not be subject to the Dispute Resolution Procedure unless the decision was arbitrary, discriminatory or made in bad faith.

10.03 Nearing the conclusion of a PDS Employee's appointment an additional meeting and final evaluation will be conducted if requested by the PDS Employee.

10.04 The results of any evaluation will be shared with the PDS Employee and discussed between the PDS Employee and their Supervisor. Any documented performance feedback will be included in the PDS Employee's Personnel File. A PDS Employee will be entitled to append their comments to any evaluation.

10.05 Any performance feedback documents are developmental in purpose and will not be considered part of the disciplinary process.

ARTICLE 11: ACADEMIC FREEDOM

11.01 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.

11.02 The Parties agree that PDS Employees are developing their potential as independent scholars. Their Supervisors are responsible for providing them with appropriate measures of intellectual independence and academic freedom. As members of the academic community, PDS 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 PDS Employee abides by the duties and responsibilities of their appointment(s).

11.03 Academic freedom does not confer legal immunity, nor does it diminish the obligations of the PDS Employee to fulfill the duties and responsibilities of their appointments. When exercising academic freedom in accordance with this Article, PDS Employees are entitled to exercise or assert their rights of academic freedom without reprisal from their Supervisor.

11.04 In their capacity as researchers and scholars, PDS 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 a PDS Employee is speaking on behalf of the Employer, the PDS Employee shall make clear that the views expressed are their own.

ARTICLE 12: REMUNERATION AND BENEFITS

12.01 The minimum salary rate for a full time PDS Employee is:

- $45,000 per annum on January 1, 2025.

  All full time and part time PDS Employees with an active appointment on the date of ratification, will receive the increase to the new minimum salary rate (prorated for part time) or a salary increase of 3.00%, whichever is greater, retroactive to the later of January 1, 2025 or that respective PDS Employee's start date.

- $49,000 per annum effective January 1, 2026.

  All full time and part time PDS Employees with an active appointment on January 1, 2026, will receive the increase to the new minimum salary rate (prorated for part time) or a salary increase of 3.00%, whichever is greater.

- $51,000 per annum effective January 1, 2027

  All full time and part time PDS Employees with an active appointment on January 1, 2027, will receive the increase to the new minimum salary rate (prorated for part time) or a salary increase of 3.00%, whichever is greater.

- $53,000 per annum effective January 1, 2028.

  All full time and part time PDS Employees with an active appointment on January 1, 2028, will receive the increase to the new minimum salary rate (prorated for part time) or a salary increase of 3.00%, whichever is greater.

A PDS Employee can be funded through restricted funds (e.g. grants, fellowships, donations, and endowments) and/or unrestricted funds (operating funds).

12.02 All full time PDS Employees and their eligible dependents (as defined by the Benefit Plan) are entitled to be enrolled in the University Postdoctoral Scholars Benefit Plan (as amended from time to time), unless their spouse/partner has comparable coverage. If the PDS Employee does not wish benefit coverage, they must provide Shared Services with proof of comparable coverage. The cost of the benefits are covered by the Supervisor or Department.

12.02.01 The benefit year shall be January 1 to December 31. Effective three (3) months from date of ratification, in accordance with Article 12.02, the University will be amending the University Postdoctoral Scholars Benefit Plan.

12.03 The Benefit Plan for all full time PDS Employees will include an annual Health Spending Account (HSA) allowance of $500 for the reimbursement of Canada Revenue Agency eligible medical and dental expenses.

The HSA year is from January 1 to December 31. If an eligible PDS Employee is hired on a date other than January 1, such PDS Employee will have their full annual HSA allowance for the year in which they were originally hired. A PDS Employee will only receive one $500 HSA allowance per year.

Any unused allocation in a PDS Employee's HSA at the end of the HSA year will be carried forward to the next HSA year. The unused allocation cannot be carried forward beyond one HSA year. Any unused funds after the second year are forfeited back to the Employer in accordance with the Income Tax Act.

Outstanding expenses which exceed the annual HSA allocation shall not be carried forward to the next HSA year.

The HSA shall be administered in accordance with the Income Tax Act and all applicable regulations and guidelines. PDS Employees have ninety (90) days after the end of a calendar year to submit claims that were incurred during that year. After this window of time, claims for the previous year will be declined.

Upon termination of employment, PDS Employees have ninety (90) days to submit claims for eligible expenses incurred prior to the termination date.

12.04 The decision to provide a base pay adjustment will be in accordance with Article 10.02 (Evaluation).

12.05 The salary will be paid in arrears on a semi-monthly basis over the duration of the appointment.

12.06 The Employer is entitled to recover overpayment of salary (including reconciliation of entitlements) and the PDSs are entitled to recover underpayment of salary (including reconciliation of entitlements) resulting from errors. Both the Employer and PDS Employee are responsible for reporting overpayments or underpayments as soon as they become aware of the overpayment/underpayment. The University will correct underpayments of salary. Repayment schedules for PDS Employees will be based on the magnitude of the overpayment, length of time over which the error occurred, length of work time remaining, the taxation year and the impacts on the PDS Employee. The schedule will be mutually agreed to between the Supervisor and PDS Employee. Should the Parties not mutually agree the Dean will determine the repayment schedule.

ARTICLE 13: PAID LEAVE AND SICK LEAVE

13.01 A full time PDS Employee is entitled to paid days of leave per year commencing on the employee's initial day of employment (pro-rated for appointments of less than twelve (12) months), according to the following schedule:

First and second year of employment	Twenty (20) days
Third to fifth (or greater) year of employment	Twenty-five (25) days

There will be no carryover of unused days.

Sick Leave

13.02 A full time PDS Employee will be eligible for up to five (5) paid sick leave days during each year of employment. There is no carry forward of unused paid sick leave days.

13.03 Paid Leave and Sick Leave provisions are pro-rated for part-time PDS Employees.

ARTICLE 14: MATERNITY AND PARENTAL LEAVE

14.01 PDS Employees contribute to Employment Insurance and are eligible to apply for maternity or parental leave under the terms and conditions of the EI Maternity and Parental benefits.

14.02 The Supervisor's contributions to the PDS Employee's extended health benefit plans will not continue during these periods. Employees may elect to continue their benefits plan at their own expense. Details can be found on the University Human Resources, Health and Environment Services website.

Maternity Leave

14.03 A pregnant PDS 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. Subject to the employee's sick leave, the Employer will provide up to five (5) days paid leave for the illness related portion of the maternity leave.

14.04 A pregnant PDS Employee must give the Supervisor as much notice as possible, but in any case, at least two (2) weeks' written notice of the date the PDS Employee will start their Maternity Leave.

A pregnant PDS Employee may be required to submit a medical certificate to their Supervisor certifying the estimated date of delivery.

14.05 A PDS 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.

14.06 A PDS Employee who takes maternity leave must take at least six (6) weeks of leave immediately following the delivery of the child unless:

a) The PDS Employee and the Supervisor agree to a lesser period, and

b) The PDS Employee submits medical documentation to their Supervisor confirming that the resumption of work will not compromise the PDS Employee's health.

14.07 A pregnant PDS Employee who presents medical evidence from their physician which satisfies the Employer that continued employment in the PDS Employee's present position may be hazardous to the PDS Employee or to their unborn child, may request accommodation.

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

Parental Leave

14.08 A PDS 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 PDS Employee shall provide proof of the birth or adoption of the child and give the Supervisor 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.

14.09 Where both parents of the child are University employees, the Supervisor may restrict the combined total Parental Leave to a maximum of sixty-two (62) weeks.

ARTICLE 15: LEAVE WITHOUT PAY

15.01 All PDSs are eligible for Employment Standard Code (Division 7) leaves in accordance with the terms of the statute. Should a PDS require an unpaid leave of absence, as outlined in 15.01, they must inform their Supervisor in writing. The Division 7 unpaid leaves (as of the date of this Agreement) are as follows:

a) Maternity and Parental Leave
b) Reservist Leave
c) Compassionate Care Leave
d) Death or Disappearance of Child Leave
e) Critical Illness of Child Leave
f) Long-term Illness and Injury Leave
g) Personal and Family Responsibility Leave
h) Bereavement Leave
i) Leave for Citizenship Ceremony
j) Domestic Violence Leave

15.02 Other leaves may be requested in writing by the PDS Employee and are subject to approval of the Supervisor and Appointing Officer.

ARTICLE 16: DISCIPLINE PROCESS

As a matter of practice and general principle, the Employer endorses the concept of progressive discipline.

16.01 Discipline should be administered in a timely and respectful manner.

16.02 No PDS Employee who has completed the probationary period will be disciplined or terminated without just cause, except as otherwise set out in Termination Article 8.02 and 8.04.

16.03 Nothing in this Article will be construed to preclude normal discussions between Supervisors and PDS Employees concerning standards, expectations, or performance of work.

16.04 The disciplinary actions that may be taken by the Employer include letter(s) of warning or reprimand, suspension without pay, suspension with pay, and dismissal. Such disciplinary actions will be in accordance with the principles of progressive discipline and be reasonable and commensurate with the seriousness of the behavior. Letters of Expectation will not be considered disciplinary.

16.05 PDS Employees are entitled to Union representation at any disciplinary meeting or any meeting that has a reasonable prospect for becoming disciplinary. PDS Employees will be provided a minimum of two (2) work days' notice of any such meeting and will be advised that they are entitled to Union representation at this meeting.

16.06 If not provided in writing during the disciplinary meeting, the PDS Employee will be notified in writing of the nature of any disciplinary action(s) taken and the reasons for such action(s) within five (5) work days of the disciplinary meeting, and a copy of the letter will be forwarded to the Union at that time.

16.07 The PDS Employee may provide a written rebuttal to the Employer of any disciplinary action taken.

16.08 A PDS Employee may be placed on a non-disciplinary suspension with pay pending investigation provided written notice is given to the PDS Employee and the Union.

16.09 All disciplinary meetings, interviews, and investigations will be treated as confidential subject to any limits to confidentiality in the respective Employer policy. Should the results of an investigation find the allegations against the PDS Employee are unsubstantiated, all records of such investigation will be removed from the PDS Employee's personnel file.

16.10 The Employer will remove all records of discipline from the PDS Employee's personnel file twelve (12) months after the date of discipline or at the end of the PDS Employee's appointment term (whichever comes first), provided no further disciplinary action is taken.

16.11 The Union will have the right to Article 17 Dispute Resolution Process following any disciplinary action.

ARTICLE 17: DISPUTE RESOLUTION PROCESS

The Parties confirm that the purpose of this process is to resolve grievances between the Union and the Employer in a timely and effective manner and to promote harmonious working relationships.

17.01 Definitions

17 .01.01 “Grievance” means any dispute over the interpretation, application, operation or alleged violation of the Agreement, including whether the dispute is arbitral.

17.01.02 “Policy Grievance” means a dispute over the interpretation, application, operation or alleged violation of the Agreement by the Employer or the Union that is not limited to a specific PDS Employee or a group of PDS Employees.

17.01.03 For the purpose of this article, “work days” means consecutive days, excluding Saturdays, Sundays, or statutory holidays.

17.01.04 Time limits may be altered by mutual consent of the Parties.

17.02 Informal Resolution of Disputes

17.02.01 The Parties to a dispute will first make reasonable efforts to resolve the dispute through informal problem-solving.

17.02.02 PDS Employees and Supervisors are encouraged to resolve any dispute through one-on-one discussion to seek clarification and resolution. PDS Employees may seek guidance from the Union prior to speaking to their Supervisor. The discussion should take place within ten (10) work days of the time the PDS Employee should reasonably have become aware of the action or matters giving rise to a dispute and attempt to arrive at a mutually agreeable solution that is in accordance with the provisions of this Agreement.

17.02.03 If a PDS Employee brings a dispute to the Supervisor, and the dispute is not resolved, the PDS Employee may advance their concerns to the Department Chair, and if not resolved, to the Dean.

17.02.04 If a dispute arises between representatives of the Union and the Employer over the interpretation, application, operation or alleged violation of the Agreement, the Parties will make a reasonable attempt to resolve the dispute by informal problem solving before formalizing the dispute as a grievance. Informal problem-solving between the Union and the Employer will normally involve the Provost (or designee), and any other Parties determined by the Provost (or designee) and the Union President.

17.02.05 A PDS Employee will not be subject to reprisals as a result of raising a concern provided that such concerns are not frivolous, malicious, or

vexatious.

17.03 Grievances

17.03.01 The Union has the exclusive authority if it so chooses to file individual, group or policy grievances on behalf of a PDS Employee.

17.03.02 A formal grievance will be initiated in writing and will specify the details of the dispute, refer to the clause or clauses of the Agreement which are alleged to have been violated, and describe the desired resolution.

17.03.03 The formal grievance will be submitted to the Provost, with a copy to the Director, Faculty Relations and other Parties if relevant.

17.03.04 The formal grievance must be submitted within fifteen (15) work days of the date that the matters giving rise to the grievance are known or ought to have been known by the PDS Employee or the Union. This timeline applies regardless of the existence or progress of any informal resolution efforts, and may only be extended in accordance with Article 17.04.03.

17.03.05 The Provost (or designee) will convene a meeting involving representatives of the Employer and the Union within twenty (20) work days of receipt of the grievance. The participants will engage in an open, fair and balanced discussion of the issues, interests, options and potential solutions to the grievance. Additional meetings may be convened by the Provost (or designee) as required.

17.03.06 The Provost (or designee) will provide a written response to the grievance within twenty (20) work days of the final meeting.

17.03.07 Discussions, correspondence and agreements reached at this stage are confidential and without prejudice to the legal or contractual rights of the Parties, and any agreements shall be confirmed in writing.

17.03.08 If the decision of the Provost (or designee) fails to resolve the grievance, the Union may advance the grievance to arbitration in accordance with Article 18 by providing the Provost (or designee) with written notice within thirty (30) days following receipt of the Provost's (or designee) decision/response to the grievance.

17.03.09 The Provost may file grievances on behalf of the Employer. Such grievances will be submitted to the PDFA President (or designee) and processed in accordance with 18.03. The PDFA President will perform the equivalent role of the Provost in reviewing and responding to such grievances.

17.03.10 Mediation is an optional step prior to Arbitration, if mutually agreed to. Mediation will be in accordance with Article 17.05 Mediation.

17.04 Time Limits

17.04.01 In the event that the Party initiating an action under the foregoing procedures fails to follow the time limits described therein, the grievance will be deemed abandoned.

17.04.02 Where the Party receiving the grievance fails to respond in accordance with the time limits established therein, the grievance will advance to the next step.

17.04.03 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 will not be unreasonably denied.

17.05. Mediation

17.05.01 Upon mutual agreement of the Union and the Provost (or designee) the Parties may agree to mediate the grievance at any point of the grievance process.

17.05.02 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.

17.05.03 Any agreement reached by the Parties during the mediation will be in writing and will not create any precedent for future grievances or disputes.

ARTICLE 18: ARBITRATION

18.01 Grievance Arbitration

18.01.01 A matter referred to arbitration under this Article shall be heard by a single arbitrator except where the Employer and the Union agree to refer the matter to a three-person arbitration panel. Hereinafter all references to arbitrator shall be deemed to include an arbitration panel.

18.01.02 If a grievance is initiated by the Union, is properly considered in accordance with Article 17 and is not resolved, the Union will have sole authority to decide whether to refer the grievance to arbitration on behalf of the Union or one or more PDS Employees.

18.01.03 If a grievance is initiated by the Provost, is properly considered in accordance with Article 17 and is not resolved, the Provost may refer the unresolved grievance to arbitration on behalf of the Employer.

18.02 Arbitration Panel

18.02.01 a) In the case of a single arbitrator, the arbitrator shall be appointed by agreement of the Provost and the PDFA President.

b) In the case of a three-person arbitration panel, each Party will select its nominee to the binding arbitration panel and will notify the other of its nominee within ten (10) work days of receipt of a referral to arbitration. The Provost and the PDFA President will jointly select a third person to serve as chair.

c) If an agreement cannot be reached in either a) or b), either Party may apply to the Chair of the Alberta Labour Relations Board for the appointment of the arbitrator/chair.

18.02.02 The Parties may agree in writing to appoint one (1) person to serve as an arbitration panel as an alternative to a three-person panel.

18.02.03 The arbitration panel will review submissions, conduct hearings and render a decision that is final and binding on the Parties.

18.02.04 The decision of an arbitration panel constituted to resolve a grievance will not amend the terms of the Collective Agreement.

18.02.05 An arbitration panel constituted to resolve a collective bargaining dispute will not by its decision amend terms of the Agreement beyond the items referred to it by the Parties for resolution.

18.02.06 Hearings before the arbitration panel are private and confidential.

18.02.07 No person will 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.

18.02.08 The arbitrator will confine their decision to the grievance submitted.

18.02.09 The arbitrator will not substitute their judgment for that of the Employer, or any officer of the University acting on behalf of the Employer, where the exercise of such judgment is not specifically limited by the terms of this Agreement.

18.02.10 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 16 that the arbitrator deems just and reasonable in the circumstances.

18.02.11 The arbitration panel will not be bound by rules of evidence. Unless limited by this Agreement, the panel may establish procedures for the orderly conduct of the arbitration. Procedural rulings may be made by the panel chair but are subject to reversal by a majority vote of the arbitration panel.

18.02.12 The decision of the majority of members of the three-person arbitration panel will be the decision of the panel. If no majority exists, the decision of the chair will be the decision of the panel.

18.02.13 The costs of the arbitration panel chair will be shared equally by the Parties.

18.03 Time limits may be altered by mutual agreement of the Parties.

ARTICLE 19: LEGISLATION AND THE COLLECTIVE AGREEMENT

19.01 Where this Agreement confers a right or benefit which is superior to that provided by a statute passed by the Government of Canada or the Government of Alberta, such superior right or benefit will prevail.

19.02 In the event that any statute passed by the Government of Canada or the Government of 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 20: NO STRIKES OR LOCKOUTS

20.01 The Union agrees that there will be no strike during the term of this Agreement.

20.02 The Employer agrees that there will be no lockout during the term of this Agreement.

20.03 PDS Employees will not be required to perform duties beyond their normal responsibilities as a result of any labour dispute.

ARTICLE 21: COLLECTIVE BARGAINING

21.01 Notice to Commence Collective Bargaining

(a) Either Party may give the other notice in writing of its intention to commence bargaining with a view to striking a new Agreement not less than sixty (60) nor more than one hundred and twenty (120) calendar days prior to the expiry date of this Agreement. The notice will include the names of the bargaining team members. The other Party will acknowledge receipt of the notice within ten (10) work days, including the names of their bargaining team.

(b) Any notice required will be deemed to have been sufficiently given or served if personally delivered or emailed. Where notice is emailed to the appropriate Party, it is deemed to have been received within one (1) day of the date of sending.

(c) Notice for the purpose of this Agreement will be addressed in the case of the Employer, to the Provost, or in the case of the Union, to the Vice-President (Internal) of the Union.

Prior to the meeting to exchange written proposals, the chairs of the negotiating teams will meet to discuss and confirm procedures for upcoming negotiations,

including the format of proposals, the scheduling of negotiating sessions, the collection and exchange of relevant information, and other procedural matters the chairs believe are needed to facilitate effective, efficient and constructive bargaining.

(d) At the first meeting to begin negotiations, between the Parties following such notice, the Parties will simultaneously exchange their respective total proposal, whereupon neither Party will table any further new and unrelated proposal except by mutual agreement. Notwithstanding the above, the Parties may, by mutual agreement, adopt a different procedure.

21.02 The negotiating teams will bargain in good faith on behalf of the Parties in an effort to conclude a Memorandum of Agreement describing the terms of a new Agreement.

21.03 A Memorandum of Agreement concluded by the negotiating teams will be submitted to the Employer and the Union for ratification.

21.04 If a settlement is reached but not ratified by one or both Parties, collective bargaining shall resume in an effort to achieve a settlement of unresolved bargaining issues. In such a case, the Parties shall continue to bargain collectively in good faith and make every reasonable effort to enter into a collective agreement.

APPENDIX A

Minimum Full Time Annual Salaries

January 1, 2025	$45,000
January 1, 2026	$49,000
January 1, 2027	$51,000
January 1, 2028	$53,000

APPENDIX B

Letter of Understanding

Between

The University of Alberta (U of A)

and

The Postdoctoral Fellows

Association of the University of

Alberta (PDFA)

JOINT LABOUR/MANAGEMENT COMMITTEE

1. The Parties recognize the importance of harmonious relationships achieved through joint problem solving. The Parties agree to a Joint Labour/Management Committee.

2. The Committee will review matters of mutual interest arising from the application of the Collective Agreement. The Committee will not deal with issues which are appropriately addressed through the Article 17 Dispute Resolution Process or Article 21 Collective Bargaining.

3. The Committee will comprise an equal number of Employer and Union representatives, with each appointing a minimum of two and a maximum of four Committee members.

4. At any time, either Party may request to meet and the Parties shall meet at a mutually agreeable time. At the meetings each Party will designate its own representative to act as a joint chairperson.