

COLLECTIVE AGREEMENT

between

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

Local 60550

THE POST-DOCTORAL FELLOW BARGAINING GROUP

and

UNIVERSITY OF NEW BRUNSWICK

FREDERICTON AND SAINT JOHN CAMPUSES



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

Expiry date: April 30, 2021

Table of Contents

ARTICLE 1 - PURPOSE.....	5
ARTICLE 2 – DEFINITIONS.....	5
ARTICLE 3 – UNION RECOGNITION.....	6
ARTICLE 4 - UNION SECURITY	7
ARTICLE 5 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT	9
ARTICLE 6 – MANAGEMENT RIGHTS.....	9
ARTICLE 7 - SERVICES AND FACILITIES	10
ARTICLE 8 - CORRESPONDENCE.....	11
ARTICLE 9 - NO DISCRIMINATION, NO HARASSMENT AND WHISTLEBLOWER PROTECTION	12
ARTICLE 10 - NO STRIKE, NO LOCKOUT	14
ARTICLE 11 – JOINT UNION-MANAGEMENT COMMITTEE	15
ARTICLE 12 - REPRESENTATION ON UNIVERSITY BODIES	15
ARTICLE 13 – APPOINTMENT AND RENEWAL	15
ARTICLE 14 – PROBATION.....	17
ARTICLE 15 – TERMINATION OF EMPLOYMENT.....	18
ARTICLE 16 – HOURS OF WORK	19
ARTICLE 17 – RESEARCH PLAN AND ASSOCIATED DUTIES.....	20
ARTICLE 18 - TECHNOLOGICAL CHANGE	20
ARTICLE 19 - EVALUATIONS	21
ARTICLE 20 – PERSONNEL FILES	22
ARTICLE 21 - DISCIPLINE	22
ARTICLE 22 – GRIEVANCE PROCEDURE	23
ARTICLE 23 – ARBITRATION	25
ARTICLE 24 – ACADEMIC FREEDOM.....	26
ARTICLE 25 – SCHOLARLY CONDUCT	27
ARTICLE 26 - INTELLECTUAL PROPERTY RIGHTS.....	27
ARTICLE 27 - OUTSIDE PROFESSIONAL ACTIVITIES	29
ARTICLE 28 – LEGAL LIABILITY	29
ARTICLE 29 - HEALTH AND SAFETY	30
ARTICLE 30 – UNIVERSITY HOLIDAYS	31

ARTICLE 31 – VACATION	32
ARTICLE 32 - LEAVES	32
ARTICLE 33 – BENEFITS.....	37
ARTICLE 34 – TRAINING.....	37
ARTICLE 35 – RESEARCH AND PROFESSIONAL EXPENSES.....	37
ARTICLE 36 – WAGES AND PAY ADMINISTRATION.....	38
ARTICLE 37 - DURATION AND RENEWAL.....	39
APPENDIX A – WAGE RATES.....	40
APPENDIX B - POST-DOCTORAL FELLOW INFORMATION SHEET.....	41
APPENDIX C – RESEARCH PLAN AND ASSOCIATED DUTIES	42
Memorandum of Understanding #1	43
Memorandum of Understanding #2.....	44
SIGNATURES	45

ARTICLE 1 - PURPOSE

- 1.1 The general purpose of this Collective Agreement is to establish orderly collective bargaining between the University of New Brunswick (hereafter referred to as the Employer or the University) and those Employees represented by the Public Service Alliance of Canada and its Local 60550; to ensure the prompt resolution of disputes and grievances; and to establish an agreement covering rates of pay and other working conditions.
- 1.2 The Parties recognize their mutual interest in promoting and enhancing the working relationships between the Employer, the Union and its members consistent with the principles of mutual respect and co-operation.
- 1.3 The parties recognize the importance of Employees' contribution to research and to advancing the University.

ARTICLE 2 – DEFINITIONS

- 2.01 For the purpose of this Collective Agreement:

"Academic Term" means the period defined from time-to-time by Senate corresponding, approximately, to the periods from September to December (Fall term), January to April (Winter term) and May to August (Summer term).

"Academic Year" means the period from September 1 to August 31 of the following calendar year, inclusive of both dates.

"Bargaining Unit" means the group of Employees as recognized in Clause 3.01.

"Collective Agreement" refers to the Collective Agreement entered into between the PSAC and the Employer.

"Days" means, unless otherwise specified, days exclusive of Saturday, Sunday, University Holidays and any other partial or full day when the relevant campus of the University is closed for administrative business.

"Employee" means a person who is a member of the Bargaining Unit.

"Employer" means the University of New Brunswick, that is, the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the Acts 22 Victoria (1859), as amended, and continued by the University of New Brunswick Act (1968), as amended, and any person(s) duly appointed by it to act on its behalf.

"Employment Contract" for a Post-doctoral Fellow means a Letter of Offer under Article 13 after it has been accepted by the Post-doctoral Fellow in accordance with that Article.

"Employment Supervisor" means the UNB Faculty Member to whom an Employee normally reports regarding matters pertaining to their employment in the Bargaining Unit. Overarching responsibility rests with the Vice-President (Research).

"Employment Unit" means the administrative unit of UNB with which the Post-Doctoral Fellow's Employment Supervisor is affiliated and in which a Post-doctoral Fellow is employed. An Employment Unit is typically an academic department, faculty, research centre, or research institute.

"Intellectual Property" refers to inventions, discoveries or creations that may be primarily of scholarly value or commercial value, or both, and includes, but is not limited to, copyright, patents, trade secrets, industrial design, and trademarks.

"Local" means the PSAC Directly Chartered Local 60550.

"Members" refers to Employees of the Bargaining Unit pursuant to Article 3 of this Collective Agreement.

"Post-doctoral Fellow"(PDF) is a member of the Bargaining Unit as described above.

"UNB Faculty Member" for the purposes of this Collective Agreement includes those with the following designations at UNB who are not also Post-doctoral Fellows: regular Full-time Faculty, Professors Emeriti, Honorary Research Professors, Adjunct Professors, and Honorary Research Associates.

"Union" means the Public Service Alliance of Canada and its Local 60550.

"University" means the University of New Brunswick.

ARTICLE 3 – UNION RECOGNITION

- 3.1 The Employer recognizes the Public Service Alliance of Canada and its Local 60550, the Union of Graduate Student Workers, as the sole and exclusive bargaining agent for the Bargaining Unit as set out in the Certification Order IR-016-15 dated November 10, 2017 which reads, in part, as follows:

"All Post-doctoral Fellows employed by the University of New Brunswick except those excluded by section 1(1) of the Industrial Relations Act, those persons covered by other collective agreements and those

persons who secure their own transferable funding from external sources, including grant-funding agencies, and for whom this is the primary source of funding."

- 3.2 The Employer shall not create any new classification for Post-doctoral Fellows nor amend the job duties, working conditions, salary or benefits of an Employee for the purpose of excluding them from the Bargaining Unit.
- 3.3 The Employer shall not bargain with or enter into any agreement with any Employee or group of Employees concerning terms and conditions of employment or any matter in conflict with the terms of this Collective Agreement except as expressly authorized in writing by the Union.
- 3.4 The Union agrees that no Employee or group of Employees shall undertake to represent the Union to the Employer without proper authorization of the Union. The Union shall provide the Employer, in writing, with the names and position titles of its Officers, the names and jurisdictions of its Stewards, including the person designated as Chief Steward, and the names of its Regional Representative and its Negotiator. The Union will be notified of the names and position titles of senior university administrators.
- 3.5 The Employer will provide notification to the Union when new Post-doctoral Fellow funding opportunities arise, or existing Post-doctoral Fellow funding opportunities end.

ARTICLE 4 - UNION SECURITY

- 4.01 (a) No Employee is required to join the Union as a condition of employment. However, each Employee, whether or not a member of the Union, shall pay the equivalent of Union dues to the Union.
- (b) The Union shall receive a copy of all signed Employment Contracts within ten (10) days of receipt of the signed copy from the Post-doctoral Fellow.
- (c) The Employer shall deduct Union dues and assessments levied by the Union on members of the Bargaining Unit covered by this Collective Agreement. The Employer shall remit the amount deducted to the PSAC biweekly following the biweekly period in which deductions were made. This shall be accompanied by an electronic spreadsheet, with a unique identification number for each Employee, name, birth date, gender, residency status (Canadian citizen/permanent resident or work permit), bi-weekly earnings, date of hire, end date, rate of pay, e-mail address, campus, local mailing address, local phone number(s) and Employment Unit. Other

details can be added to the spreadsheet by agreement between the Employer and the Union.

- 4.2 For the purpose of applying this Article, deductions from pay for each Employee will start with the first full biweekly pay period to the extent that earnings are available.
- 4.3 The PSAC shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each Employee.
- 4.4 All new Employees shall become members of the Union on their date of hire, unless that Employee opts out of membership by written notice to the Union within thirty (30) days of the date their appointment begins. New Employees shall be advised in their letter of offer that they are included in the Bargaining Unit represented by the Union and that their employment is on the terms and conditions set out in the Collective Agreement. A Union membership form and information package provided by the Union shall accompany the letter of offer.
- 4.5 For the purpose of administering the Collective Agreement, the University shall provide the Union, on May 1 of each year, \$2,000.

DUES CHECK OFF

- 4.6 No employee organization, other than the PSAC, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of Employees for work in this Bargaining Unit.
- 4.7 The PSAC agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, and such claim or liability would be limited to the amount actually involved in the error.
- 4.8 Where an Employee does not have sufficient earnings in a bi-weekly period to permit deductions to be made under this Article, the Employer shall not be obligated to make such deductions in that period.
- 4.9 The Employer shall provide a statement of Union dues deducted for each calendar year on the Employee's T-4 statement.
- 4.10 The Union shall provide at least 30 days' notice of any change in membership dues and/or assessments.

INFORMATION FOR THE UNION

- 4.11 The Employer shall provide the Union, in electronic format, the same electronic spreadsheet provided to the PSAC under Article 4.01(c), by

copying the Union on the Employer's e-mails to PSAC. Other information may be added by mutual agreement of the Parties. The confidentiality of individual data shall be respected by the Union and shall not be shared with third parties.

COLLECTIVE AGREEMENT

- 4.12 When a Collective Agreement has been signed, the Parties shall post the text of the Collective Agreement in searchable Portable Document Format on their websites within ten (10) days. Within thirty (30) days of signing this Collective Agreement the Employer shall provide the Union with 300 printed copies of the Collective Agreement. A printed copy of the Collective Agreement shall also be made available in each department and faculty office. The Employer will inform new Employees in their letter of offer that the Collective Agreement for Post-doctoral Fellows is available on-line at unb.ca and at ugs.w.ca.

RIGHT TO PARTICIPATE IN UNION ACTIVITIES

- 4.13 The Employer recognizes the right of every member to participate in any activities of the Union, and shall not interfere with this right. Unless otherwise agreed with the Employer, all formal Union activities will be done outside the work schedule of the Employee.
- 4.14 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the University, on University property, provided such business shall not interfere with the normal operations of the University.

ARTICLE 5 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 5.01 If any law now in force or enacted during the term of this Collective Agreement renders null and void any provision of this Collective Agreement, the remaining provisions shall remain in effect for the life of the Collective Agreement. The Parties shall thereupon negotiate substitute provisions which are in conformity with the applicable law. Any agreed upon changes shall remain in effect until the legislative change is no longer applicable, in which case the previous language, unless otherwise mutually agreed, or amended, by the Parties, shall be reinstated.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.1 The Union recognizes the power, authority, right, privilege and responsibility of the Employer, the University of New Brunswick, to manage the operations of the University of New Brunswick in all respects, as set out in the *University of New Brunswick Act*, except as specifically abridged or modified by the Collective Agreement.

- 6.2 The University shall not exercise its management rights in a manner that is arbitrary, discriminatory or in bad faith.

ARTICLE 7 - SERVICES AND FACILITIES

UNION RIGHTS

- 7.1 The Union may post notices of meetings and other notices of interest to Employees on the Employer's bulletin boards.
- 7.2 The Employer agrees to provide the Local with a suitably serviced and maintained office on the UNB Fredericton and Saint John campuses.
- 7.3 The Union may use the campus mail service on the same basis and at the same rates as University Departments.
- 7.4 The Union shall have access to the following services of the Employer subject to the protocols determined by the Employer for internal users: telephone, postal, e-mail, duplicating, copying, printing and audio-visual.
- 7.5 The Employer shall not charge the Union for the use of meeting rooms that are currently available to internal users at no cost when required for Union business, provided reasonable notice is given and space is available.
- 7.6 The Employer will provide one guest parking pass to a PSAC official on occasions when the official is visiting either UNB campus on Union business.

EMPLOYEE RIGHTS

- 7.7 Each Employee shall be provided with an appropriately furnished work space (lab, workstation, and/or office) where the Employee's personal belongings and research materials can be secured. The Employer agrees to provide Employees with access to and use of, available libraries, books, laboratories, duplicating services, office supplies, computers and peripherals, computing facilities, electronic resources, audio-visual equipment and any other University facilities, free of charge, when the Employer determines they are required in the performance of the Employees' contractual duties and responsibilities. Reimbursement of any expenses incurred in the foregoing is subject to the written approval of the person designated in the Department, School or Faculty. Each Employee is eligible to obtain a University ID card.
- 7.8 Provided prior written approval for travel has been given by the person designated by the Department, the Employer shall reimburse the Employee for all reasonable travel expenses incurred for employment

related activities in accordance with the UNB Financial Services Travel Policy. An Employee may request an advance of funds to be provided prior to departure in accordance with this policy. The Employer agrees to consult with the Local in accordance with Article 11 – Joint Union Management Committee at least thirty (30) days prior to implementing any changes to the Travel Policy which may affect the members of the Bargaining Unit. The web address to the UNB Financial Services Travel Policy shall be included each Employee's offer of appointment.

ARTICLE 8 - CORRESPONDENCE

8.1 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union may be given by regular mail, campus mail, or electronically as follows:

To the Employer:

Associate Vice-President
Human Resources &
Organizational Development
University of New Brunswick
P.O. Box 4400
Fredericton, NB E3B 5A3

To the Union:

Local President
PSAC Local 60550
P.O. Box 612, Station A
Fredericton, NB E3B 5A6
Email: postdoc@ugsw.ca

Email: hrandod@unb.ca

The Employer shall normally copy the PSAC Regional Executive Vice-President – Atlantic and PSAC Regional Representative on such correspondence at the addresses provided under Article 8.03.

8.2 The Employer agrees to provide to the Union the following information:

- (a) a copy of the University of New Brunswick budget approved by the Board of Governors;
- (b) a copy of the University of New Brunswick's audited financial statements;
- (c) a copy of the agenda and the minutes, at the time of distribution, of any open meetings of the Board of Governors and any supporting documents to these agenda items;
- (d) the names of all persons appointed or elected to positions of the Board of Governors;
- (e) the names of all persons appointed to any committee formed in accordance with any of the clauses of this Collective Agreement;

- (f) the names and titles of individuals appointed to senior administrative positions, including the President and Vice-President Research.

8.3 The Union agrees to provide to the University the following information:

- (a) the names of all persons appointed or elected to positions in the Union;
- (b) the name, e-mail address and regular mail contact information of the PSAC Regional Representative;
- (c) the name, e-mail address and regular mail contact information of the PSAC Regional Executive Vice-President – Atlantic;
- (d) the names of all persons appointed to any committee formed in accordance with any of the clauses of this Collective Agreement.

ARTICLE 9 - NO DISCRIMINATION, NO HARASSMENT AND WHISTLEBLOWER PROTECTION

NO DISCRIMINATION

- 9.1 There shall be no discrimination, interference, restriction, coercion, intimidation, or disciplinary action exercised or practiced with respect to or by an Employee (except as permitted by the New Brunswick Employment Standards Act and/or the New Brunswick Human Rights Act) by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, social condition, sex, sexual orientation, gender identity or expression, political affiliation, political activity, pregnancy, family status, marital status, mental or physical disability, place of residence, membership or activity in the Union, or a conviction for which a pardon has been granted.
- 9.2 This Article does not preclude any Employment Equity measures agreed to by the Parties or required by law.
- 9.3 The Parties acknowledge that the Employer has a duty to accommodate and the Union has an obligation to assist in that accommodation, consistent with the New Brunswick Human Rights Act and the evolving jurisprudence. In situations where an Employee requires an accommodation, the Employer, the Union and the Employee shall meet and make every reasonable effort to reach the required resolution.

NO HARASSMENT

9.4 The Employer, the Union and the Employees are committed to a working and learning environment free from harassment on grounds that are prohibited by the New Brunswick Human Rights Act, free from personal and sexual harassment as defined in this Collective Agreement and free from abuse of authority as defined in this Collective Agreement. The parties undertake to ensure that no form of harassment or abuse of authority, or violence, or retaliation against any Employee who is a complainant, witness or otherwise involved with the making or processing of a claim of harassment under this Article is tolerated in the workplace.

"Personal harassment" is a form of harassment and means: any vexatious behaviour that is known or ought reasonably to be known to be unwelcome. It may take the form of repeated hostile or unwanted conduct, physical assault, verbal or written comments, or abuse of authority, actions or gestures (including bullying) that affect an Employee's dignity, or psychological or physical integrity, and which results in a harmful work environment for the Employee. A single serious incidence of such behaviour may also constitute personal harassment.

"Sexual harassment" is a form of harassment and means: conduct of a sexual nature such as, but not limited to, abuse or threats of a sexual nature, unwelcome sexual invitations or requests, demands for sexual favours, or repeated innuendos or taunting about a person's body, appearance or sexual orientation when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or,
- (b) submission to, or rejection of, such conduct by an individual is used as the basis for employment; or,
- (c) such conduct interferes with an individual's work performance; or,
- (d) such conduct creates an intimidating, hostile, or offensive working environment.

"Abuse of authority" is a form of harassment and occurs when an individual improperly uses the power and authority inherent in their position to endanger an Employee's job, undermines the Employee's ability to perform that job, threatens the economic livelihood of the Employee or in any way interferes with or influences the career of the Employee. It includes vexatious behaviour, intimidation, threats, bullying, blackmail or coercion.

"Poisoned work environment" is a form of harassment and means: activities or behaviours not necessarily directed at anyone in particular, that creates a hostile or offensive workplace. Examples of a poisoned work environment may include but are not limited to: graffiti, sexual, racial or religious insults or jokes, abusive treatment of an Employee and the display of pornographic or other offensive material.

- 9.5 An Employee who feels that they have been a victim of discrimination or harassment may file a complaint under the University's Harassment Policy or may file a grievance under Article 22 – Grievance Procedure.
- 9.6 An Employee who is disciplined under this Article or under the University Harassment Policy shall have the right to grieve such discipline under Article 22 – Grievance Procedure.
- 9.7 The Employer shall include the PSAC in any University-wide consultative process for the development of a policy on Preventing and Dealing with Violence in the Workplace.

WHISTLEBLOWER PROTECTION

- 9.8 There shall be no retaliation or threat of retaliation against an Employee who, on the basis of a reasonable belief, reports wrongdoing by any member of the campus community or who gives information or evidence in relation to the reported wrongdoing.

An Employee who files a malicious report may be disciplined; however a report that is determined to be unfounded does not necessarily constitute a complaint filed in bad faith.

ARTICLE 10 - NO STRIKE, NO LOCKOUT

- 10.1 The Parties agree that there will be no strike or lockout as defined by the New Brunswick Industrial Relations Act during the life of this Collective Agreement.
- 10.2 If members of the Bargaining Unit are prevented from performing their duties because of a strike or lockout on the premises of the Employer or of another Employer, the member shall report the matter to the Employer and the Employer shall make every reasonable effort to ensure safe access to the workplace or make alternative work arrangements. The member shall suffer no loss of wages or benefits as a result of this situation.
- 10.3 Within a reasonable time period but no later than when notice of a strike or lockout of another bargaining unit has been served, the Employer shall notify the Local Union executive and the Parties shall meet at a mutually agreeable time to discuss the impact, if any, on this Bargaining Unit.

ARTICLE 11 – JOINT UNION-MANAGEMENT COMMITTEE

- 11.1 There shall be a Joint Union-Management Committee consisting of three (3) Bargaining Unit representatives appointed by the Union and three (3) representatives appointed by the Employer. The Parties shall endeavour to ensure representation from the Saint John campus.
- 11.2 The purpose of this Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of grievance or negotiation.
- 11.3 The Committee shall meet at least once per Academic Term and whenever the need arises, upon five (5) days written notice given by either Party.
- 11.4 The Committee shall have Co-Chairpersons appointed by the respective Parties.
- 11.5 Minutes of each meeting of the Committee shall be prepared and agreed upon by both Parties and then signed by the Co-Chairpersons and distributed to all Committee members. Draft minutes shall be distributed to all Committee members within one (1) calendar month.

ARTICLE 12 - REPRESENTATION ON UNIVERSITY BODIES

- 12.1 The Union shall be entitled to representation on University committees that are structured to include representation of all unionized employee groups.
- 12.2 Notwithstanding Article 12.01, the Parties agree that there may be other University committees where Union representation is appropriate and desirable. In such cases, the Parties shall discuss the Union's request for representation and such requests shall not be unreasonably denied.

ARTICLE 13 – APPOINTMENT AND RENEWAL

APPOINTMENT

- 13.1 The parties acknowledge that Post-doctoral Fellow candidates come to the attention of and are selected by Employment Supervisors through a number of appropriate venues, including direct communication with a candidate(s) and/or with colleagues.
- 13.2 Post-doctoral Fellows under this Collective Agreement may also secure appointments through external granting agencies and internal University awards that have selection processes specific to those respective agencies and awards.

- 13.3 Except in the above circumstances, the Employer agrees that Post-doctoral Fellow positions shall be posted for a period of not less than ten (10) days, and no offer of employment shall be made until the posting has closed. This requirement to post shall not limit the Employment Supervisors' ability to hire under Article 13.01 above.
- 13.4 Such positions will be posted on the University of New Brunswick employment opportunities website and on any bulletin boards reserved for this purpose. An electronic copy of the posting will be provided to the Local at the same time.
- 13.5 A posting will identify the following: job title, description of the area or topic of research, the name of the Employment Supervisor, employment unit, campus location, remuneration, date of posting and application deadline, start date and duration of the appointment, required skills and qualifications, the application procedure, required documentation (e.g., CV, references, publications, etc.), and an employment equity statement.
- 13.6 Initial appointments shall normally be for periods of twelve (12) months or more. The parties acknowledge that there may be specific circumstances when short-term appointments of less than 12 months may be appropriate. However, the Employer shall not use a series of short-term appointments to avoid the hiring of a single Employee for a period of twelve (12) months or more.
- 13.7 At least sixty (60) calendar days prior to the commencement of an appointment, successful candidates for a Post-doctoral Fellowship shall receive a Letter of Offer signed by the Employer which shall include, at a minimum, the following information: start date of contract, end date of contract, salary, name of Employment Supervisor, employment unit, campus location, a brief job description, any conditions that must be met prior to appointment, and instructions on enrolling in the group benefits for which they are eligible as per Article 33 of the Collective Agreement. The Letter of Offer shall also include a link to the Collective Agreement, a link to the current University website for Post-doctoral Fellows, and a link to the PSAC Local 60550 website. The Letter of Offer, once signed and returned by the Post-doctoral fellow, shall constitute acknowledgement and agreement with the terms of appointment. After acceptance, the Employer shall provide a completed Post-doctoral Fellow Information Sheet (Appendix B) to the Employee. The Employer shall also provide the Union with electronic copies of the signed Letter of Offer and the completed Post-doctoral Fellow Information Sheet within ten (10) days of receipt.
- 13.8 Acceptance of the appointment by the successful candidate for a Post-doctoral Fellowship must be received by the Employer at least

thirty (30) calendar days prior to the commencement of the Post-doctoral Fellow's term.

RENEWAL

- 13.9 Post-doctoral Fellow appointments may be renewed. The total duration of all Post-doctoral Fellow appointments for an Employee will not normally exceed a period of three (3) years.
- 13.10 The Employer shall provide an Employee with an offer of renewal in writing at least sixty (60) calendar days prior to the projected expiry of a current term. The offer of renewal shall include the information that would be in a Letter of Offer as described by Article 13.07.
- 13.11 Employees shall respond to offers of renewal within ten (10) days of receipt of the offer.
- 13.12 The Employer shall provide an Employee with an updated Post-doctoral Fellow Information Sheet (Appendix B) at least thirty (30) calendar days prior to the projected expiry of the current term.
- 13.13 The Employer shall provide the Union with electronic copies of the offer of renewal and the updated Post-doctoral Fellow Information Sheet (Appendix B) within ten (10) days of receipt.
- 13.14 To ensure compliance with Canadian immigration laws, the first day of work for a Post-doctoral Fellow cannot predate either the date of issue of a required work permit or the letter of offer's start date. No compensation shall be provided if there is a delay in obtaining a work permit and no Post-doctoral Fellow shall work (nor shall the University require such Post-doctoral Fellow to work) until a valid work permit has been obtained and provided to the University.

ARTICLE 14 – PROBATION

- 14.1 An Employee shall be considered to be on probation for the first three (3) full months of active employment. Employees on renewed appointments shall be deemed to have fulfilled the probationary period.
- 14.2 The Probationary Period is intended to be a period of time for the Employment Supervisor to adequately evaluate the Employee's skills and qualifications and to provide the Employee with feedback regarding their performance and suitability for the appointment.
- 14.3 The parties recognize that there may occasionally be circumstances in which the initial Probationary Period is not sufficient. In such circumstances, the Employment Supervisor may

extend the Probationary Period by a further period not to exceed three (3) full months of active employment. Reasons for such extension must be provided to the Employee and the Union in writing no later than two (2) weeks prior to the end of the initial Probationary Period.

- 14.4 In the event of a discharge of a Probationary Employee, a meeting will be held to advise the Employee. The Employee shall be given twenty-four (24) hours' notice of such meeting and shall be informed of his/her right to Union Representation.
- 14.5 Reasons for the dismissal of a Probationary Employee shall be in writing with a copy to the Union within five (5) days of the meeting, and such Employee shall be provided with at least one (1) week's notice or pay in lieu of notice.
- 14.6 The dismissal of a probationary Employee shall only be subject to grievance if such dismissal is exercised in a manner that is arbitrary, discriminatory, or in bad faith.

ARTICLE 15 – TERMINATION OF EMPLOYMENT

RESIGNATION FROM THE UNIVERSITY

- 15.1 Whenever possible, an Employee must provide written notice at least one (1) month in advance of resignation.

END OF CONTRACT

- 15.2 Employment ends automatically upon the expiration of the stated term date, without notice. Where the Employer intends to renew an Employee's contract, the Employer shall do so in accordance with Article 13.

EMPLOYER INITIATED TERMINATION

- 15.3 The Employer reserves the right to dismiss any member for just cause. Dismissal for just cause must be conducted in a manner consistent with Article 21 - Discipline.
- 15.4 The Employer may terminate an Employee during their probationary period pursuant to Article 14 – Probationary Period.
- 15.5 In the case of multiple-year Post-doctoral fellow contracts, the Employer may terminate an Employee at the end of any funding year should the funding for subsequent years cease to be available. In such cases the Employer shall provide at least four (4) weeks' notice. For clarity, when such notice is given, the Employment Contract shall terminate at the end contract year in which the notice is given.

- 15.6 An Employee whose position ends prior to its stated expiration date due to a frustration of contract shall be provided a minimum of four (4) weeks' notice or pay in lieu of notice of termination.
- 15.7 Should an Employee who received pay in lieu of notice obtain another appointment with the Employer during the notice period, arrangements to reimburse the appropriate amount of monies to the Employer will be required before another employment can recommence.

ARTICLE 16 – HOURS OF WORK

- 16.1 The parties recognize that Employees are primarily involved in research and scholarly activity. As such, there must be some flexibility with respect to the hours of work required to allow for the specific needs of that research and scholarly activity. The parties recognize that this arrangement is mutually beneficial for both Employees and Employment Supervisors.

WORKWEEK AVERAGING AND OVERTIME

- 16.2 The normal hours of work shall be thirty-seven decimal five (37.5) hours per week, Monday to Friday, recognizing that the needs of the research and the needs of the Employment Supervisor's research program may require flexibility in the performance of these hours.
- 16.3 Without advance written approval from the Employment Supervisor, an Employee shall not work more than one hundred and fifty (150) hours in a period of four (4) consecutive weeks, starting with the first week worked. An Employee shall not be required to work more than one hundred and seventy (170) hours, in a period of four (4) consecutive weeks, starting with the first week worked, without his or her written agreement.
- 16.4 If an Employee is required to work in excess of one hundred and fifty (150) hours in a four (4) consecutive week period, starting with the first week worked, the Employee will be entitled to either overtime pay or compensatory time off in lieu of overtime pay, at the Employee's election. This shall be calculated at a rate of 1.5 hours for every additional hour worked provided that all such additional hours, and form of compensation, were approved in advance and in writing by the Employee's Employment Supervisor.
- 16.5 Compensatory time off in accordance with Article 16.04 and 30.04 shall be scheduled at a time mutually agreeable to the Employee and the Employment Supervisor. Compensatory time shall be taken within six (6) months of the date it is earned unless the Employee and the Employment Supervisor agree to extend the time period, but in all cases prior to the end of the Employment Contract. If Employment ends

before the time off is taken, the Employee shall be paid for all such hours worked.

- 16.6 When an Employment Supervisor requires an Employee to attend a conference, seminar, or workshop as part of the Employee's research responsibilities, time spent travelling to and from such events and time spent attending such events shall be deemed to be part of the Employee's normal hours of work.

ARTICLE 17 – RESEARCH PLAN AND ASSOCIATED DUTIES

- 17.1 Upon appointment, an Employee and their Employment Supervisor shall convene a meeting to discuss the research plan and associated duties, and the Employee's career objectives. Details of the discussions shall be recorded on Appendix C and signed by the Employee and the Employment Supervisor.
- 17.2 The Employee and the Employment Supervisor shall meet to review the research plan and associated duties at least once per year, if requested by either the Employment Supervisor or the Employee, and shall make adjustments to the Appendix C as necessary.
- 17.3 No Employee shall be required by the Employer to perform duties that are not related to the research plan or be disciplined or subject to reprisals of any kind for refusing to do so.
- 17.4 Post-doctoral Fellows may be allowed to serve as co-supervisors of graduate student theses.

ARTICLE 18 - TECHNOLOGICAL CHANGE

DEFINITION

- 18.1 The Parties define Technological Change as being a change in the Employer's operation, which could include a change in work processes, directly related to the introduction of equipment or material of a different nature or kind than that previously utilized by the Employer where such change will result in changes to the employment status or significant changes in working conditions of Employees.

NOTICE

- 18.2 The Employer will give the Union written notice of at least sixty (60) days prior to the introduction of Technological Change, except where this is not possible due to unforeseen or emergency circumstances, in which case the Union will be given as much notice as possible including the reasons for the shorter notice.

CONTENT

- 18.3 (a) The notice will provide information regarding:

- (i) The nature of the Technological Change;
 - (ii) its likely changes to employment status or likely significant changes in working conditions of Employees;
 - (iii) the rationale for the change;
 - (iv) the Employees who will be affected; and,
 - (v) the expected date of implementation of the change.
- (b) Upon request by the PSAC for additional information relating to a Technological Change, the Employer shall make every reasonable effort to provide the information requested.

CONSULTATION AND TRAINING

- 18.4 During the notice period, the parties shall hold meaningful consultations on the implications arising from Technological Change. Where such consultations involve technological change which is likely to affect the income and/or security of employment, the Parties agree to make every reasonable effort to avoid or minimize adverse effects on members of the Bargaining Unit.
- 18.5 When the Employer introduces Technological Change that results in a significant change to the core functions of an Employee's job, the Employer will provide the necessary retraining or upgrading, at the Employer's expense, in the operation of such equipment or material. All hours spent in training shall be considered hours worked.

ARTICLE 19 - EVALUATIONS

- 19.1 The parties agree that the purposes of evaluation are to assess the performance of Employees; to assist Employees in improving the quality of their research skills; and to discuss and comment on the scope of work and the research performed.
- 19.2 An evaluation may be initiated by the Employee or by the Employment Supervisor. At an Employee's request, they shall be entitled to at least one evaluation within each six-month period.
- 19.3 The written results of any evaluation conducted by the Employer shall be shared with the Employee, and if the Employee so desires, they may share the results with the Union.
- 19.4 An Employee shall be entitled to append their comments to any written evaluation.
- 19.5 At the request of an Employee nearing the conclusion of a Post-doctoral Fellow appointment, a meeting shall be held between the Employee and their Faculty Supervisor, and a final evaluation shall be conducted.

ARTICLE 20 – PERSONNEL FILES

- 20.1 There shall be only one official Personnel File for each Employee.
- 20.2 An Employee, together with a Union Representative when requested by that Employee, shall have access to the Employee's Personnel File during regular working hours and upon reasonable notice, (normally two (2) days or up to five (5) days if required), twice a year and during the grievance and arbitration process. The Employee and/or the Union will be provided with a copy of the Employee's Personnel File upon request.
- 20.3 Employees shall acknowledge receiving an evaluation, in accordance with Article 19, or a disciplinary report, in accordance with Article 21, by signing the copy to be filed in the Employee's Personnel File. Such acknowledgment does not signify agreement with the content of the evaluation or disciplinary report. The Employee may attach comments to the evaluation or report, which shall become a part of the evaluation or report.
- 20.4 Any document or written statement related to a record of discipline shall be removed from an Employee's Personnel File and given to the Employee upon request, after a period of twelve (12) months, providing that there has been no further disciplinary action in that time period.
- 20.5 If an Employee has an academic file at the University, the Employee's Personnel File shall be kept separate from their academic file.

ARTICLE 21 - DISCIPLINE

- 21.1 No Employee shall be disciplined except for just and sufficient cause. Disputes over what constitutes just and sufficient cause shall be resolved through the grievance and arbitration procedure contained in the Collective Agreement.
- 21.2 An Employee shall have the right of Union representation during any meeting for disciplinary purposes with the Employer, including any meeting to investigate an incident for possible disciplinary action. The Employer shall give advance notice in writing to the Employee (with a copy to the President of the Union Local or designate) of the nature of the meeting, shall advise the Employee of the right to Union representation, and shall provide a reasonable period of time (at least two (2) days), for the Employee to acquire such representation. The Employee and/or Union Representative (if present) shall be given an opportunity to be heard at such meeting.
- 21.3 The above does not preclude an Employee from requesting Union representation at any meeting called by the Employer. During any such meeting, either party may terminate it where it appears the

meeting must change to an investigation for disciplinary purposes. In this case, notice shall be provided in accordance with Article 21.02. Failure to terminate a meeting under this Article shall not be subject, first, to Article 22 -Grievance Procedure or Article 23 -Arbitration; and second, shall have no impact on the outcome of a subsequent disciplinary investigation.

PROGRESSIVE DISCIPLINE

21.4 The value of progressive discipline, with the aim of being corrective in application, is recognized by all parties. Disciplinary action may include, but is not limited to:

- written reprimand
- suspension
- dismissal

Oral reprimand or oral counselling do not constitute disciplinary action.

21.5 All documents with respect to the discipline of an Employee will be provided to the Employee and copied to the Union Local within three (3) days. At that time a copy, subject to the grievance and arbitration process, shall be placed in the Employee's Personnel File. Confidential copies shall only be distributed as required for administrative purposes related to employment. In such cases the Employee and the Local President, or designate, shall also receive a copy indicating the distribution list.

ARTICLE 22 – GRIEVANCE PROCEDURE

22.1 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.

22.2 Grievances shall be classified as follows:

- (a) Individual grievance shall mean a grievance involving an Employee and particular to that Employee;
- (b) Group grievance shall mean a grievance involving a group of Employees and common to all Employees in that group, which shall be processed as a single grievance;
- (c) Policy grievance shall mean a grievance initiated by the Union which has general application to the Bargaining Unit as a whole, or to a clearly definable group within the Bargaining Unit;

- (d) Employer grievance shall mean a grievance initiated by the Employer.
- 22.3 No person shall be subject to reprisal for the exercise, in good faith, of their rights under this Collective Agreement.
- 22.4 A grievance shall state in writing the article(s) or clause(s) of this Collective Agreement which are alleged to have been contravened and must also specify the remedy sought.
- 22.5 The grievor shall be entitled to Union representation and shall be entitled to be present at every step of the grievance and arbitration procedure.
- 22.6 No grievance shall be defeated or denied solely on the basis of a clerical, typographical or similar error.
- 22.7 The grievor and/or the representative of the Local shall be permitted the required time off without loss of pay to attend grievance meetings.
- 22.8
 - (a) Informal Complaint Stage: The Parties agree that every reasonable effort should be made to resolve a complaint expeditiously and without prejudice through informal discussion. Any Employee or Group of Employees is encouraged to present a verbal complaint to their employment supervisor(s), or to the Dean of their Faculty or designate in the case of grievances which are to be initiated at Step 2, in an attempt to settle such complaints through informal discussion before the formal grievance procedure is initiated. An informal complaint shall be initiated within ten (10) days after the alleged grievance has arisen. There is no requirement for formal documentation or correspondence at this informal complaint stage.
 - (b) Grievance Stage: If the complaint is not resolved under 22.08(a), the written grievance is to be submitted within twenty-five (25) days after the alleged grievance has arisen to the Vice-President (Research) who will direct the grievance to either Step One or Step Two as soon as possible and in no case later than five (5) days following receipt of the grievance. The Vice-President will inform the grievor and the Union as to the appropriate Employer's Representative at Step One and/or Step Two.
- 22.9 Grievances concerning discipline or any Group or Policy grievance arising directly between the Employer and the Union shall be directed to Step Two by the Vice-President (Research).

22.10 **STEP ONE.**

The Employer's Representative at Step One shall arrange and hold a meeting to hear the grievance within ten (10) days of receiving the grievance. The Employer's Representative shall render their disposition within ten (10) days of the hearing. If the disposition does not resolve the grievance to the satisfaction of the Union, then the grievance may proceed to Step Two.

22.11 **STEP TWO.**

(a) The Union has ten (10) days from the expiration of the ten (10) day period referred to in Step One to notify the Employer of its desire to proceed to Step Two. Such notice must be in writing to the Vice-President (Research).

(b) The Employer's representative at Step Two shall arrange and hold a meeting to hear the grievance within ten (10) days of receiving the grievance. The Employer's representative shall render the disposition within ten (10) days of the hearing.

22.12 **STEP THREE.**

If the disposition at Step Two does not resolve the grievance to the satisfaction of the Union then the grievance may proceed to arbitration. The written notice of the Union's wish to proceed to arbitration shall be received by the Vice-President (Research) within thirty (30) days from the ten (10) day time limit stated for reply or settlement under Step Two.

22.13 In the case of an Employer grievance, the grievance shall be stated in writing to the President of the Union and shall be considered a Step Two grievance.

22.14 For clarity, in determining the time in which any step under the foregoing proceedings is to be taken days is as defined in Article 2.01.

22.15 Time limits in this agreement shall be considered mandatory. However, either party may request, in writing, an extension of any time limit specified in this Article, and such request shall not be unreasonably denied.

ARTICLE 23 – ARBITRATION

23.1 If the Union wishes to refer a matter to arbitration, it shall within thirty (30) days from the date of the Step Two decision, make such request in writing addressed to the Associate Vice-President of Human Resources & Organizational Development. If the Employer wishes to refer a matter to arbitration, it shall within thirty (30) days from the date of the Step

Two decision, make such request in writing addressed to the PSAC Regional Vice-President Atlantic with a copy to the Local Union President.

- 23.2 The Parties agree to the use of a sole Arbitrator. If the Parties to this agreement cannot agree on the Arbitrator within fifteen (15) days, the Minister of Post-Secondary Education, Training and Labour of the Province of New Brunswick will be asked to appoint one.
- 23.3 The Arbitrator shall hear and determine the difference or allegation (including any question as to whether a matter is arbitrable) and shall issue a decision. The decision shall be final and binding upon the Parties and upon any Employee affected by it.
- 23.4 The Arbitrator shall have all the powers vested in an Arbitrator by the *New Brunswick Industrial Relations Act* and by the Collective Agreement, including, in the case of discipline or discharge, the power to substitute for the discipline or discharge such other penalties that the Arbitrator feels are just and reasonable in the circumstances. The Arbitrator shall not change, modify or alter the terms of the Collective Agreement.
- 23.5 Unless mutually agreed, no person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 23.6 Each of the Parties will equally bear the expense of the Arbitrator.
- 23.7 At any stage of the grievance procedure, including arbitration, the conferring Parties may have the assistance of the Employee or Employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring Parties to have access to the Employer's premises to view disputed operations and to confer with the necessary witnesses.
- 23.8 Any and all time limits fixed by this section may be extended by mutual agreement, in writing, between the Employer and the Union. If either Party fails to refer a grievance to arbitration within the time limits, it shall be deemed to have been abandoned.
- 23.9 Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may within fifteen (15) days after the decision is received, apply to the Arbitrator to clarify the decision.

ARTICLE 24 – ACADEMIC FREEDOM

- 24.1 The unimpeded search for knowledge and its free exposition are vital to the Employer and to the common good of society. To this end, the Parties agree to strive to uphold and to protect the principles of

academic freedom and not to infringe upon or abridge academic freedom as set out in this Article.

- 24.2 Subject to Article 26, all Employees shall have:
- (a) freedom of discussion, freedom to criticize, including criticism of the Employer, freedom from censorship, and freedom to consider and research all available expressions of creativity, knowledge, and intellectual activity, including those which may be considered by some elements of society to be unconventional, unpopular or unacceptable;
 - (b) freedom in the choice and pursuit of research and freedom to disseminate or to withhold dissemination of the results and conclusions of such research;
 - (c) freedom to state their views on matters relating to their discipline, and, where applicable, in the choice and pursuit of teaching methods.
- 24.3 Academic freedom does not require neutrality; rather, academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research, teaching and scholarship on an honest search for knowledge.
- 24.4 Academic freedom does not confer legal immunity, nor does it diminish the obligation of Employees to meet their responsibilities to the Employer. Employees shall not be hindered or impeded in any way, by the Employer, from exercising their legal rights, nor shall they suffer any penalties because of the exercise of such legal rights.

ARTICLE 25 – SCHOLARLY CONDUCT

- 25.01 All members of the University community are required to adhere to the highest standards of honesty, integrity and ethical behaviour in all aspects of scholarly conduct. Post-doctoral Fellows, like all members of the University community, must adhere to the generally accepted standards of scholarly conduct in their own field or discipline, and are under positive obligation to report instances of scholarly misconduct, in accordance with the Tri-Agency Framework on Research Misconduct, as amended from time-to-time.

ARTICLE 26 - INTELLECTUAL PROPERTY RIGHTS

- 26.1 “Intellectual Property Rights” or “IP Rights” means any right relating to Intellectual Property as defined in Article 2.01, such as but not restricted to copyrights, rights to obtain patents, rights under patents, rights to protect or register trade-marks, rights under protected or registered trade-marks, rights to register artistic or literary works or industrial designs; rights under registered artistic, literary, or industrial designs;

rights to protect trade secrets and confidential information; and other similar rights in any country.

- 26.2 The University of New Brunswick, in keeping with longstanding academic custom, recognizes the ownership by the Employee(s) of copyright in traditional works of authorship such as textbooks, scholarly monographs and articles, works of non-fiction and fiction or artistic works such as dramatic works and performances, musical compositions and performances, visual works of art, sculpture and poetry, and lectures whether such works are disseminated visually, in print, or electronically. These copyrights shall not be subject to any commercialization and revenue sharing requirements.
- 26.3 The Post-doctoral Fellow will retain exclusive ownership of all Intellectual Property rights in the Post-doctoral Fellow's work except in the following circumstances:
- a) joint ownership of IP Rights will apply if the intellectual property has been created jointly;
 - b) if the Post-doctoral Fellow elects to enter into an assignment of IP Rights, joint ownership of IP rights, commercialization and/or revenue sharing agreement(s) with the Employer;
 - c) IP Rights may reside with the Employer, licensor, or a third-party research sponsor when required as a condition of a funding contract or as a necessary component of maintaining the IP Rights under another agreement with the University.
- 26.4 In cases of joint ownership of IP Rights under Article 26.03, the Employee shall have ownership of Intellectual Property in proportion to their creative contribution to the project. To define formally the proportion of ownership which shall accrue to the Employee based on the planned effort and duration of the Employee's involvement, the Employee and Employment Supervisor shall discuss, mutually agree upon and produce an agreement in writing (with confidential copies to the Union and to be placed in the Personnel File). Such agreement is ideally done in advance of the project but may be created or revised at any time.
- 26.5 Both the Employee and the Employment Supervisor are responsible for on-going disclosure of activities which could reasonably be expected to lead to the creation of shared Intellectual Property.
- 26.6 Employees shall receive name recognition consistent with their contribution to the creation of Intellectual Property.
- 26.7 The Employee shall be entitled to Union representation at any meeting under this Article.
- 26.8 The Employee shall grant the Employer a non-exclusive, unrestricted, royalty-free license to use Intellectual Property for internal purposes including, but not limited to, research, educational and administrative purposes.

ARTICLE 27 - OUTSIDE PROFESSIONAL ACTIVITIES

- 27.1 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.
- 27.2 Accepting employment in the Bargaining Unit shall not restrict an Employee from engaging in any activity outside the Employer, as long as the Employee does not represent themselves as acting on behalf of the Employer. However, nothing shall prevent the Employee from stating the nature and place of their employment, rank and title at the University.
- 27.3 Should outside professional activities involve the use of University Employees, facilities, equipment, supplies, or services, such use shall be subject to the prior written approval of the Vice-President (Research). The request for such approval shall include information on the nature and scope of outside activities for which support is requested. If approval is granted, the charges for Employees, facilities, equipment, supplies, or services shall be at the prevailing rates unless the Vice-President (Research) agrees in writing to waive all or part of the charges.
- 27.4 Employees shall be free to engage in any other professional activities outside working hours, provided that such activities do not conflict or interfere with their PDF responsibilities. If such activities have the potential to conflict or interfere with the Employee's PDF responsibilities, the Employee will discuss those activities in advance with the Employment Supervisor. No Employee shall make use of his or her relationship with the University in the course of such activities without permission.

ARTICLE 28 – LEGAL LIABILITY

- 28.1 The Employer undertakes to indemnify any Post-doctoral Fellow who incurs liability by virtue of the normal performance of their duties, in the context of the regulations, standards and procedures in effect at the University, and it agrees not to exercise any claims against a Post-doctoral Fellow in that regard.
- 28.2 Post-doctoral Fellow(s) agree to indemnify and save harmless the Employer from any claim, action or cause of action for any reason whatsoever brought, threatened or made by any person relating to the intellectual property which the Post-doctoral Fellow(s) solely own. When Intellectual Property is jointly owned in accordance with the provisions of 26.03, the costs to defend shall likewise be jointly shared. Should a claim be advanced where the intellectual property right has been transferred to the Employer, the liability to defend shall be that of

the Employer and not the Post-doctoral Fellow(s) although the Post-doctoral Fellow(s) shall give every reasonable support to the University for its defence.

ARTICLE 29 - HEALTH AND SAFETY

- 29.1 The Employer and the Union agree that the health and safety of Employees, including office ergonomics, is an important mutual concern. The Parties shall co-operate in developing and promoting rules and practices to maintain a safe and healthy workplace. The Employer shall take every reasonable precaution to ensure the occupational health and safety of Employees.
- 29.2 The Employer acknowledges its responsibility to provide a safe and healthy workplace and to protect the health, safety and security of Employees as they carry out their obligations. Employees shall conduct themselves to ensure their individual health and safety and that of other persons in the workplace.
- 29.3 The Employer and Employees shall comply with all provisions of the *New Brunswick Occupational Health and Safety Act* and regulations, as well as with all Employer policies related to health and safety.
- 29.4 Employees have a right to know about any hazards and risks in their working environment. The person designated by the Faculty or Department, or the Employee's Employment Supervisor, shall be responsible for ensuring that Employees:
- (a) are advised of the existence of hazards and risks which the Employer is aware, or ought reasonably to be aware, are associated with the Employee's duties. Such hazards and risks may include chemical, biological, radiological and physical agents, and noise;
 - (b) are informed of any relevant procedures or policies established by the Employer, including those associated with the safe handling of materials or equipment;
 - (c) are advised of the right to refuse as referred to in 29.05; and
 - (d) are aware of the requirement to use any protective devices, clothing and/or equipment as provided by the Employer.
- 29.5 An Employee may refuse to do any act where that Employee has grounds for believing that the act is likely to endanger the Employee's health or safety or the health or safety of another person. An Employee who becomes pregnant, believes she is pregnant and/or who is lactating, may request precautionary measures, including a modified work program, to protect the Employee, the fetus and/or the child. An

appropriate modified work program will be implemented for the duration of pregnancy and/or the period of lactation, with no loss of pay or benefits or seniority during the period of modified work.

29.6 Where there is a reasonable risk of exposure to an infectious agent from within the workplace, such as within a laboratory or clinic or fieldwork site where the Employee may be performing work, the Employer agrees that the cost of any required vaccination or prophylactic shall not be borne by the Employee. It is understood that the cost of any vaccination that is required as a prerequisite of registration in any program of study will not be paid pursuant to this provision.

29.7 Where an Employee is injured in a manner that causes or may cause a fatality, loss of limb, occupational exposure or occupational disease, or that may require admission to hospital, the Employer shall notify WorkSafe NB immediately after the occurrence thereof. The Employer shall provide immediate first aid to any Employee who has suffered a work-related injury on its premises and, if necessary, have the injured Employee taken to a medical facility, a health-care professional or to the Employee's residence, depending on what the Employee's condition requires. Transportation costs (if any) shall be borne by the Employer.

29.8 **JOINT HEALTH AND SAFETY COMMITTEE**

The Union shall be entitled to appoint an Employee Representative and an alternate to the Joint Health and Safety Committee on each campus.

29.9 The Employer shall compensate Union Representatives at their normal hourly rate for all hours spent in training required by WorkSafe NB.

ARTICLE 30 – UNIVERSITY HOLIDAYS

30.1 Employees shall not be required to work, but 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) Victoria Day
- (f) Canada Day
- (g) New Brunswick Day
- (h) Labour Day
- (i) Thanksgiving Day
- (j) Remembrance Day (except if it falls on a Saturday or Sunday)
- (k) Christmas Eve Day
- (l) Christmas Day

- (m) Boxing Day
- (n) New Year's Eve Day
- (o) Any additional day duly proclaimed as a New Brunswick or Canadian statutory holiday.

- 30.2 Should any of these holidays (except Remembrance Day) fall on a Saturday or Sunday, the Employer shall declare an alternative day as the holiday. This will normally be the Friday preceding or the Monday following the holiday. The Union shall be advised of the holiday schedule.
- 30.3 The parties agree that the Employees shall suffer no loss of pay or benefits for any other University-wide holidays or closures.
- 30.4 In the event that an Employee is required to work on any of these holidays, the Employee will normally be entitled to compensatory time off with pay at time and one half (1.5) for each hour worked in addition to their regular pay for the holiday itself. If the Employee and the Employment Supervisor agree, instead of this time off with pay, they can receive pay at time and one half (1.5) for each hour worked in addition to the regular pay for the holiday itself.

ARTICLE 31 – VACATION

- 31.1 Post-doctoral Fellows shall be entitled to three (3) weeks annual vacation, pro-rated for the period of employment.
- 31.2 Post-doctoral Fellows shall schedule vacation at times mutually agreeable to the Postdoctoral Fellow and his or her Supervisor.
- 31.3 The Post-doctoral Fellow and the Employment Supervisor shall ensure that full vacation entitlement is taken during the term of the appointment. Up to one (1) week of unused vacation time may be carried forward into subsequent years only with the written consent of the Employment Supervisor. Requests to carry unused vacation time forward shall not be unreasonably denied.

ARTICLE 32 - LEAVES

32.1 GENERAL

In addition to the leaves outlined in this Article, the Employer may, in its sole discretion grant leaves of absence with or without pay to Employees for legitimate reasons. Requests for such leave shall not be unreasonably denied.

32.2 **ACADEMIC CONFERENCE LEAVE**

Subject to the approval of the Employment Supervisor to attend an academic conference relevant to the Employee's discipline, an Employee shall be granted Academic Conference Leave with pay up to once per Academic Term, but normally no more than ten (10) calendar days per year of an Employment Contract, and normally no more than five (5) calendar days per request. The available leave shall be pro-rated if the length of an Employment Contract is less than one year. At least two (2) weeks' notice must be provided to the Employment Supervisor. Subject to prior written approval of the Employment Supervisor, travel, registration, and/or related expenses may be paid by the Employer in accordance with applicable University policies.

32.3 **BEREAVEMENT LEAVE**

An Employee may apply for, and shall be granted, bereavement leave with pay in the event of the death of the Employee's spouse, common-law spouse, same-sex partner, parent (including a person who is acting in loco parentis), child (including stepchild and foster child), siblings (including step-siblings), grandparent, grandchild, mother-in-law, father-in-law, or any relative permanently residing in the same temporary or permanent residence of the Employee, for a maximum of five (5) consecutive days. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.

An Employee may apply for, and shall be granted, bereavement leave with pay in the event of the death of the Employee's aunt, uncle, cousin, niece, nephew, brother-in-law or sister-in-law, for a maximum of one (1) day. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.

Upon request, an Employee may defer some or all of the bereavement leave to a later date to coincide with the funeral or memorial service.

32.4 **CRITICALLY ILL CHILD, CRITICALLY ILL ADULT, AND COMPASSIONATE CARE LEAVES**

Employees may, if eligible, take the various unpaid leaves provided for under the New Brunswick *Employment Standards Act* for taking care of critically ill children and adults and compassionate care leaves according to the terms and conditions specified in that Act.

For reference, the current unpaid leaves provided in that Act are:

- (a) Up to thirty-seven (37) weeks to provide care and support to a critically ill family member under 18 years old;
- (b) Up to sixteen (16) weeks to provide care and support to a critically ill family member 18 years or older; and
- (c) Up to twenty-eight (28) weeks to provide care and support to a family member at significant risk of death within twenty-eight weeks.

The above is intended to be a summary only for ease of reference of the Employee. Specific terms and conditions of eligibility, sharing among multiple persons, etc. for each leave shall be per the Act.

32.5 **COURT LEAVE**

Upon written request to the person designated by the Faculty or Department where the Employee works, an Employee shall be granted leave without loss of pay or benefits, less what the court or judicial body pays for the performance of the required duties, when summoned or subpoenaed to appear as a witness, when attending jury selection or when serving for jury duty, or equivalent in legal proceedings to which the Employee is not a party, but only to the extent that the service actually conflicts with the Employee's duties, and provided that upon return to work the Employee provides the person designated by the Faculty or Department with written confirmation of the date(s) and time(s) on which the Employee is served and the amount of pay received for jury service.

32.6 **LABOUR CONFERENCES, CONVENTIONS AND UNION TRAINING**

Upon written request to the Post-doctoral Fellow's Employment Supervisor, the Employer shall grant a leave of absence without pay for up to five (5) Employees at one time and a maximum of ten (10) Employees per contract year who may be elected or selected by the Union to attend labour conferences or conventions.

The Employer shall grant a leave of absence without pay, not to exceed four (4) weeks per Academic Year, to a Union representative who is attending a Union training session. At least two (2) weeks notice must be provided to the Post-doctoral Fellow's Employment Supervisor.

32.7 **MATERNITY AND CHILD CARE LEAVE**

- (a) Employees may, if eligible, take unpaid Maternity and/or Child Care leave according to the terms and conditions specified in *New Brunswick Employment Standards Act*.

For reference, the current unpaid Maternity and Child Care leaves provided in that Act are:

- (i) Up to seventeen (17) weeks Maternity leave; and
- (ii) Up to sixty-two (62) weeks Child Care leave.

The above is intended to be a summary only for ease of reference of the Employee. Specific terms and conditions of eligibility, sharing among multiple persons, etc. for each leave shall be per the Act.

(b) Post-doctoral Fellows who qualify for Maternity and/or Child Care leave(s) in accordance with the New Brunswick *Employment Standards Act* and who apply for and are eligible to receive Employment Insurance benefits will be eligible to receive supplemental maternity and/or child care benefits as follows:

- (i) The total length of the benefit is for up to fifteen (15) consecutive weeks (regardless of whether the Post-Doctoral Fellow takes Maternity Leave, Child Care Leave or both).
- (ii) Such benefit may be shared by two (2) employed parents recognizing the total top-up paid for both will be fifteen (15) weeks.
- (iii) The benefit payable by the Employer shall be the difference between 100% of the minimum floor salary stipulated in Appendix A and the amount the Employee receives from all other combined sources (including but not limited to Employment Insurance benefits as defined in (v) below, and/or supplementary benefits funded by an external source or agency).
- (iv) Payment of supplemental benefits shall not extend beyond the original period of the Employee's Employment Contract.
- (v) The benefit payable under (iii) will be calculated using the weekly Employment Insurance benefit that would be payable to the Post-doctoral Fellow (i.e., 55%) without regard to any election by the Post-doctoral Fellow to receive a lower Employment Insurance benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

32.8 **RELIGIOUS OBSERVANCE LEAVE**

Employees shall be entitled to up to three (3) days of leave with pay each year to observe their spiritual or holy days. If possible, an Employee shall attempt to make up this time off or attempt to arrange an exchange of the Employee's duties with another qualified individual. If the above is not possible, the Employee shall be entitled to leave with pay and shall give at least two weeks' notice of the leave to the Employee's Employment Supervisor.

32.9 **SICK LEAVE**

Employees shall accrue up to one (1) and one-quarter (¼) days of paid sick leave per month up to a maximum of ten (10) days at any given time. To qualify for sick leave, the Employee must notify the person designated by the Faculty or Department where the Employee works as to the expected duration of the illness or injury. The Employer may require a medical certificate from the Employee for absences of more than three (3) days. The Employer shall reimburse the cost of the medical certificate.

The Employer shall grant a leave of absence without pay for long-term sick leave provided medical evidence of such need is submitted to the person designated by the Faculty or Department.

32.11 An Employee who applies for leave to perform military service shall be placed on Leave Without Pay for Military Service for the duration of their Employment Contract or military service, whichever is less.

32.12 An Employee will not experience a reduction in pay as a result of a University decision to close due to inclement weather or other unforeseeable circumstances.

32.13 **DOMESTIC VIOLENCE, INTIMATE PARTNER VIOLENCE OR SEXUAL VIOLENCE LEAVE**

Employees may, if eligible, take leave of absence if they or their child are victims of domestic, sexual or intimate partner violence according to the terms and conditions specified in *New Brunswick Employment Standards Act and Regulations*.

For reference, the leaves provided in that *Act and Regulations* for domestic violence, intimate partner violence or sexual violence for each calendar year are not to exceed the total of the following:

- (a) Up to ten (10) days which the Employee take intermittently or in one (1) continuous period; and
- (b) Up to sixteen (16) weeks in one continuous period.

The first five (5) days of this leave may be paid according to the terms and conditions of the *Act and Regulations*.

The above is intended to be a summary only for ease of reference of the Employee. Specific terms and conditions of eligibility, sharing among multiple persons, etc. for each leave shall be per the *Act and Regulations*.

ARTICLE 33 – BENEFITS

33.1 GROUP BENEFIT PLANS

Post-doctoral Fellows are eligible to enroll in the Graduate Student Association (GSA)'s extended health and dental benefits (which currently includes prescription drug, extended health, dental and travel coverage) within the first three (3) weeks of the commencement of their appointment by contacting the GSA.

33.2 The total cost of the premiums and administration fee for a Post-doctoral Fellow's enrollment in the GSA's extended health and dental benefits are shared on an equal basis (50/50) by the Employer and the Post-doctoral Fellow.

33.3 In the event that the GSA's extended health and dental benefits cease to be available to Post-doctoral Fellows, the University will, after consultation with the Union, obtain a substitute plan with substantially the same or better coverage. The total cost of premiums of any substitute plan will be shared on an equal basis (50/50) by the Employer and the Post-Doctoral Fellow.

33.4 Post-doctoral Fellows can access the University's Employee and Family Assistance Program (EFAP) on the same basis as other full-time employees of the University.

ARTICLE 34 – TRAINING

34.1 In compliance with its mission and existing regulations, the Employer will provide necessary training for all Employees and encourage them to participate in developmental activities. Employment-related training required by the Employer shall be deemed time worked.

34.2 The Employee and the Employment Supervisor may agree that other Employment-related training will be deemed as time worked. Such agreements shall be in writing.

ARTICLE 35 – RESEARCH AND PROFESSIONAL EXPENSES

35.1 Employees shall seek prior approval for all research related expenses before they are incurred. The Employer recognizes that unanticipated

expenses may arise in the course of conducting research. Any claims submitted for such unanticipated expenses must be considered for approval by the Employment Supervisor in accordance with University policies and regulations, and shall not be unreasonably denied.

- 35.2 Provided prior approval has been given by the Employment Supervisor and the applicable campus's department of financial services, the Employee will be reimbursed for personal certification, licensing or registration fees that are required to complete the research.
- 35.3 Employees shall be reimbursed for fees, passes and/or permits for access to particular research environments required for the research and approved by the Employment Supervisor.
- 35.4 When an Employment Supervisor requires an Employee to attend a conference as part of the Employee's research responsibilities, the Employer shall reimburse travel, registration, and/or related expenses in accordance with applicable University policies. Employee attendance at such conferences shall not count as Academic Conference Leave in accordance with Article 32.02.

ARTICLE 36 – WAGES AND PAY ADMINISTRATION

- 36.1 While Employment Supervisors retain the flexibility to determine the appropriate salary for each Post-doctoral Fellow, having regard to available funding, a candidate's specific qualifications, experience, references, academic record and market trends, in no case shall a Post-doctoral Fellow's total annual salary from all combined funding sources, including internal and external sources, be less than the amount stipulated in Appendix A. A Post-doctoral Fellow who is working less than full-time hours or whose appointment is for less than twelve (12) months shall be paid a prorated equivalent of the total annual salary.
- 36.2 No Post-doctoral Fellow who holds an appointment on the date that this Agreement is ratified by both parties shall have his or her salary reduced as a result of the implementation of this Collective Agreement.
- 36.3 Post-doctoral Fellows shall be paid in bi-weekly installments by direct deposit in the account of the Post-doctoral Fellow at the Canadian banking institution of their choice. An electronic pay statement shall be made available and shall include all deductions made from the Post-doctoral Fellow's pay.
- 36.4 No deductions, except those required by law, shall be made from a Post-doctoral Fellow's pay without his or her written authorization. In the event an error is made by the University that results in an overpayment to a Post-doctoral Fellow, the University will contact the individual in

writing to discuss a reasonable repayment schedule, subject to Canada Revenue Agency and University budgetary guidelines. The Post-doctoral Fellow shall have the right to consult a PSAC representative before a decision is made.

ARTICLE 37 - DURATION AND RENEWAL

- 37.1 This Collective Agreement comes into effect on the date of ratification and shall expire on April 30, 2021.
- 37.2 Either Party may, within ninety (90) days of the expiry date of the Collective Agreement, give notice in writing to the other Party of its desire to bargain with a view to renewal or revision of the Collective Agreement.
- 37.3 When a Party gives notice according to Article 37.02 above, the Parties shall, within thirty (30) days after the notice has been given, or such further time as the Parties may agree upon, meet and commence to bargain collectively and make every reasonable effort to conclude a renewal or revision of the Collective Agreement.
- 37.4 This Collective Agreement shall remain in full force in effect from year to year until such time as a new agreement has been reached or until such time as a legal strike or lockout occurs.

APPENDIX A – WAGE RATES

Effective May 1, 2020, the minimum total annual salary from all combined funding sources for all Post-doctoral Fellows shall be \$36,000 per year.

The salary of a Post-doctoral Fellow receiving more than the minimum annual salary shall increase by 1.6% on May 1, 2020.

Former employees shall have ninety (90) days from the date of signing to contact the Employer to request payment of any retroactive pay entitlement.

APPENDIX B - POST-DOCTORAL FELLOW INFORMATION SHEET

Name of Post-Doctoral Fellow	
Name of Employment Supervisor	
Employment Unit	
Campus	
Job Description	
Salary	
Start Date	
End Date	

Your appointment as a Post-doctoral Fellow and the terms and conditions of your employment are covered under the Collective Agreement between the Union, Public Service Alliance of Canada (PSAC) Local 60550, and the Employer, UNB. You are encouraged to review this Collective Agreement on the Local 60550 website at ugsw.ca or the UNB Human Resources website at unb.ca/hr.

Once the Letter of Offer is accepted and you have begun your appointment, you will then be an Employee, and will be represented in this employment relationship by the PSAC and assigned to Local 60550. Union dues (current rates can be found at ugsw.ca) will be deducted from your biweekly pay, remitted to the Union, and will be shown as a deduction from taxable income on your Statement of Remunerations Paid (T-4).

The Employer will provide you with a Union Information Package and the names, e-mail, and phone numbers of Union Representative(s) that have been provided to UNB by the Union. The Union Representative will assist you in understanding and completing the Union Application form and will introduce you to your Union's role in the employment relationship with the Employer and the Collective Agreement. You can contact the Union directly at any time via e-mail to postdoc@ugsw.ca or by leaving a confidential voice message on the Union's telephone (506) 451-6882.

After you arrive at UNB, you and your Employment Supervisor will discuss the research plan and associated duties in accordance with Article 17: Research Plan and Associated Duties, completing Appendix C.

APPENDIX C – RESEARCH PLAN AND ASSOCIATED DUTIES

As the primary responsibility of the Post-doctoral Fellow is research, this research plan is intended to anticipate areas of responsibilities, expectations, and development of the Post-doctoral Fellow in their employment. The form shall be reviewed and updated in accordance with Article 17 – Research Plan and Associated Duties.

SECTION A (For Departmental Use Only)	
Name of Post-doctoral Fellow:	
Employment Unit:	
Employment Supervisor:	
SECTION B	
Post-doctoral Fellow Research Plan and Associated Duties	Notes
1. Research and Associated Training E.g. the nature of the research to be undertaken; projects such as primary, collaborative and affiliated projects; all work associated with research such as publications/grant writing, administrative, fieldwork and lab work, etc.	
2. Professional, Career, and Employee Development Activities and Objectives E.g. participating and/or organizing conferences, workshops, seminars, etc.; training opportunities, etc	
3. Supervisory Duties E.g. Supervision of students, staff such as lab technicians, research assistants, volunteers, etc.	
4. Other	
_____ Employment Supervisor	_____ Post-doctoral Fellow
_____ Date	_____ Date

Memorandum of Understanding #1

Between

The University of New Brunswick

and

The Public Service Alliance of Canada

Orientation for Postdoctoral Fellows

The Parties agree that all Post-doctoral Fellows would benefit from an orientation to the University. Therefore, during the life of this Collective Agreement, the University shall deliver two Employee Orientation Sessions per year for Post-doctoral Fellows, to be held during the months of September and January, provided that no Employee Orientation Session shall occur within sixty (60) days of ratification. The Union shall be entitled to up to thirty (30) minutes at the conclusion of each Employee Orientation Session to provide an overview of the role of the Union. There shall be no loss of pay for Post-doctoral Fellows who attend.

To this end, the Parties shall consult about the contents of the Employee Orientation Session within sixty (60) days of ratification.

Memorandum of Understanding #2

Between

The University of New Brunswick

And

The Public Service Alliance of Canada

Equity Survey

Whereas the University of New Brunswick and the Public Service Alliance of Canada have a joint interest in achieving equity in the workplace so that all employees are treated with dignity and respect and are provided the opportunity to achieve their full potential;

And whereas, the first step to achieving and maintaining a fair and representative work force is evaluating the existing workforce through an equity lens;

UNB agrees to consult with the Union as to any potential changes to the questions and, then after making applicable changes, deliver its voluntary 2017 Employment Equity survey to the bargaining unit within ninety (90) days of ratification of this Collective Agreement with the goal of identifying the current representation and distribution of members from designated equity seeking groups.

SIGNATURES

The Parties have executed this Agreement as of the 1st day of September, 2020

For the University



Paul J. Mazerolle
President, UNB



Ryan Johnston
Counsel, HROD



Drew Rendall
Dean, SGS



James Kieffer
Associate Dean, SGS

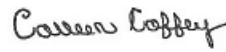


Renée Audet-Martel
Research Administration Officer, VPR

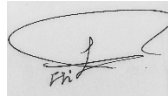


Whitney Benoit HR
Assistant, HROD

For the Union



Colleen Coffee
REVP-Atlantic, PSAC



Ismael Foroughi
Co-Director, Local 60550



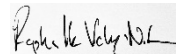
Suzanne Lanery



John Eustace
PSAC Negotiator



Silja Freitag
PSAC Research Officer



Raphaëlle Valay-Nadeau
PSAC Regional Representative