**PSAC 901 UNIT 2 COLLECTIVE AGREEMENT**

**FOR POSTDOCTORAL FELLOWS**

**QUESTIONS AND ANSWERS**

During training sessions on the Postdoctoral Fellow Collective Agreement, and in the time since, several questions have been raised and answers provided. This is a summary of Q & As which you may find useful.

The questions and corresponding answers are organized as follows:

1. Inclusions/Exclusions from Bargaining Unit
2. Appointments Processes and Documentation
3. Pay and Hours
4. Benefits
5. Discipline and Discharge
6. Evaluation
7. Other

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| 1. Inclusions/Exclusions from Bargaining Unit
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| QA1. | Is there a minimum top-up that puts someone into the Bargaining Unit? | **AA1.** | If by “top up” you are referring to a payment by a Faculty Supervisor to a Postdoc, the answer to the question is, no, because the recipient of any such payment would not have a sole source of funding and would, therefore, be included in the bargaining unit.  |
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| QA2. | If a Postdoc is funded entirely through a grant and, under the terms and conditions of said grant, he/she is eligible to transfer to another University and the funding can transfer with them, would this Postdoc be included in the Bargaining Unit? | **AA2.** | No. Persons who secure their own transferable funding from external grant-funding agencies and for whom this is the sole source of funding are excluded from the Bargaining Unit, meaning that their terms and conditions of employment are not set out in the PSAC Unit 2 Collective Agreement. If, however, by way of example, the Faculty Supervisor provides any top-up to the Postdoc, such payment would result in the Postdoc being included in the Bargaining Unit because the Postdoc’s funding would not be sourced solely from an external grant-funding agency. |
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| QA3. | Some Postdocs are appointed as Term Adjuncts for teaching. How does this affect Postdocs and which Bargaining Unit are they in? | **AA3.** | They would be in two Bargaining Units ( i.e., PSAC Unit 2, and QUFA) and should receive two, separate Letters of Appointment, one offering an appointment as a Postdoc, the other offering an appointment as a Term Adjunct.  |
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| QA4. | Is there an upper limit to the number of years a Postdoc can be an Employee in the Bargaining Unit? | **AA4.** | There are no such limits prescribed in the Collective Agreement. Stated differently, this means that the Collective Agreement does not currently constrain the University’s ability to appoint by setting a limit on years. |

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| 1. Appointments Processes and Documentation
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| QB1. | Are all Postdoc positions posted? | **AB1.** | No, but if it is posted, you must follow the procedures outlined in Article 12 of the PSAC Unit 2 Collective Agreement. All Postdoc postings are on a centralized posting document on the HR site. Postings are made on Unit websites and the centralized posting document contains links to these websites. |
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| QB2. | Is there a template for the Letter of Appointment? | **AB2.** | Yes. There is a template on the Faculty Relations website that will require modification so that it is appropriate for each situation. For the time being, it is suggested that you contact Jada McNaughton (ext. 78746) for appointments in Arts and Science, and Dan McKeown (ext. 78286) for appointments in other faculties. |
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| QB3. |  Article 12.06 of the Collective Agreement states that the Letter of Appointment should be signed by the “Employer”. Who should sign on behalf of the Employer? | **AB3.** | Letters of Appointment should be signed by the Department Head or the Dean. |
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| QB4. | The Collective Agreement provides that appointments shall not normally be for periods of less than twelve months. Is this flexible? | **AB4.** | If funding is secured, the appointment should be for a minimum of twelve months. The relevant provision in the Collective Agreement provides that there may be situations that are other than normal. |
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| QB5. | Is there a time frame to complete the Postdoc Form? | **AB5.** | The Form should be completed when first meeting with your Postdoc after his/her appointment in order to set your expectations, confirm what they will be working on, etc. |
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| 1. Pay and Hours
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| QC1. | If I rehire a Postdoc on May 1,2015 and give them an increase from their previous appointment, am I still required to give them an increase on July 1, 2015? | **AC1.** | Yes. The Collective Agreement must be followed, and there is an across-the board increase that is scheduled to happen in 2015. According to “Appendix A—Wages”, the minimum base salary of Postdocs, and their then current salary is scheduled to increase by 2% effective July 1, 2015. |

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| 1. Benefits
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| QD1. | Is LTD mandatory for Postdocs covered by this collective agreement?  | **AD1.** | No, LTD is not mandatory. Postdocs may choose to enrol in the LTD plan. If they decide to enrol, the cost of premium is 100% paid for by the Employee. |
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| QD2. | Is participation in the dental plan paid by the Faculty Supervisor? | **AD2.** | Yes. The University is responsible for paying the premium cost of this benefit. This would be charged to the postdoc grant if the terms of the grant so permit. |
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| QD3. | What percentage of the Postdoc’s salary should we budget to cover benefits?  | **AD3.** | The ballpark figure would be about 24% (assuming that the Postdoc is not participating in the pension plan).  |
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| QD4. | Can the HR vacation calculator be used for Postdocs? | **AD4.** | No. |
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| 1. Discipline and Discharge
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| 1. Evaluation
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| QF1. | Is there a structured format for evaluation? | **AF1.** | No. |
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| QF2. | What if the Postdoc feels their evaluation is not reflective? | **AF2.** | Article 15 provides that a Postdoc may share evaluation results with their bargaining agent (PSAC). To the extent that an evaluation constitutes a “difference” or “dispute” arising out of the Collective Agreement, a Postdoc may also initiate a grievance using the procedure outlined in Article 19. |
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| 1. Other
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| QG1. | If the Collective Agreement refers to ten days, does this refer to Calendar Days? | **AG1.** | The Collective Agreement has a definition of “Calendar Day” and “Business Day”. The latter definition provides that we should assume that “Business Day” will apply if another meaning is not specified. |