

**ARBITRATION AWARD RENDERED BY  
ARBITRATOR FRANÇOIS HAMELIN  
ON FEBRUARY 22, 2016  
IN THE MATTER OF THE**

**COLLECTIVE AGREEMENT BETWEEN**

**THE UNIVERSITÉ DE MONTRÉAL**

**AND**

**THE SYNDICAT DES EMPLOYÉ(E)S DE LA RECHERCHE  
DE L'UNIVERSITÉ DE MONTRÉAL(SERUM-AFPC-FTQ)**

**POSTDOCTORAL FELLOWS UNIT**

**2016-2019**



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## **ARTICLE 1: PURPOSE OF THE AGREEMENT**

- 1.01 The purpose of this Agreement is to establish the working conditions for the postdoctoral fellows in the Bargaining Unit, and to foster and promote good relations between the University, the Union, the postdoctoral fellows and their supervisors, in an atmosphere conducive to openness, dialogue and good faith, to facilitate the resolution of any problems that may arise between the University and the postdoctoral fellows which are covered by these presents.

## **ARTICLE 2: DEFINITIONS**

For the purpose of the application of the Collective Agreement, the following terms shall have the following meaning:

- 2.01 Affichage (“posting”): means the procedure used by the University to advertise a postdoctoral fellowship, in accordance with clause 13.02.
- 2.02 Alliance de la Fonction publique du Canada (AFPC) (“Public Service Alliance of Canada (PSAC”): means the bargaining agent.
- 2.03 Année financière (“fiscal year”): means the accounting period of the University; i.e., from May 1 of the current year to April 30 of the subsequent year.
- 2.04 Certificat d’accréditation (“accreditation certificate”): means the accreditation certificate reproduced in Appendix A and any amendment made thereto.
- 2.05 Conjoint (“spouse”): means:
- a) a person living in a marital or civil union relationship with the postdoctoral fellow;
  - b) a person of the opposite or same sex living in a marital relationship with the postdoctoral fellow; they are the father and mother of a child;
  - c) a person of the opposite or same sex who has been living in a marital relationship with the postdoctoral fellow for at least one year.
- 2.06 Fonds de recherche (“research fund”): means any funding from an external granting agency that is recognized as having been obtained by a member of the faculty, managed by the University and intended for research.
- 2.07 Grief (“grievance”): means any disagreement regarding the interpretation or application of the Collective Agreement.
- 2.08 Jours ouvrables (“working days”): means the working days from Monday to Friday inclusively, except for the holidays set out in clause 22.01.
- 2.09 Parties (“parties”): means the University and the Union.
- 2.10 Représentant du Syndicat (“Union representative”): means any person authorized by the Union to represent it.

- 2.11 Salaire (“salary”): means the regular salary paid to a postdoctoral fellow excluding any bonus, allowance, additional remuneration, etc., which are discontinued when they no longer have a purpose.
- 2.12 Stagiaire postdoctoral (“postdoctoral fellow”): means any employee registered as a postdoctoral fellow at the Faculty of Graduate and Postdoctoral Studies of the Université de Montréal, in accordance with the policy in effect, who has been hired for a set period of time.
- 2.13 Stagiaire postdoctoral à temps complet (“full-time postdoctoral fellow”): means any postdoctoral fellow who ordinarily works 35 hours or more a week.
- 2.14 Stagiaire postdoctoral à temps partiel (“part-time postdoctoral fellow”): means any postdoctoral fellow who works less than 35 hours a week.
- Part-time postdoctoral fellows enjoy the benefits set out in this Agreement on a pro-rated basis depending on time worked.
- 2.15 Superviseur (“supervisor”): means a faculty member who supervises a postdoctoral fellow.
- 2.16 Syndicat (“Union”): means the Syndicat des employé(e)s de la recherche de l’Université de Montréal (SERUM).
- 2.17 Unité (“unit”): means any of the following units: non-departmental faculty, department, school or research centre.
- 2.18 Université (“University”): means the Université de Montréal.

### **ARTICLE 3: APPLICATION**

- 3.01 The Agreement shall apply to all postdoctoral fellows covered by the accreditation certificate and as defined by this Agreement.
- 3.02 In order to be valid, any special agreements subsequent to February 22, 2016 among one, several or all postdoctoral fellows and the University concerning working conditions different from those set out in this Agreement must receive written approval from the Union.

The provisions in the foregoing paragraph shall not apply to individual departure agreements providing for separation pay for postdoctoral fellows. No provisions in the Collective Agreement may be amended without the Union’s agreement in these individual departure agreements. In such cases, a postdoctoral fellow may consult their Union.

#### **ARTICLE 4: UNION RECOGNITION**

- 4.01 For the purposes of bargaining and the application of the Agreement, the University recognizes the Public Service Alliance of Canada as the only official representative and bargaining agent for the postdoctoral fellows covered by the accreditation certificate issued by the Department of Labour and any amendment thereto.
- 4.02 All postdoctoral fellows who, as at February 22, 2016, are members of the Union, or who become members thereafter, must maintain their membership in the Union for the term of this Agreement, subject to the provisions of the *Labour Code*.
- 4.03 Each pay period, the University shall deduct from the salary of each postdoctoral fellow an amount equal to the regular and/or special dues set by the Union.
- 4.04 For the purposes of clause 4.05, these deductions shall be made no later than 30 days after receipt of the notice to this effect, which shall include the amount or the contribution rate.
- 4.05 The Union shall forward to the University a copy of any resolutions passed by the Annual General Membership Meeting with respect to regular or special Union dues, as well as a copy of the by-laws.
- 4.06 The University shall provide the Union with a monthly statement of the name and deduction amount of each postdoctoral fellow from whom union dues have been deducted. The statement will be provided in a workable format.
- 4.07 In case of any miscalculation or omission in the deduction of union dues due to administrative or technical error, the University agrees, upon written notice from the Union to this effect, to collect the non-remitted amount.

The University shall make an agreement with the postdoctoral fellow concerning the method used to collect the dues from their subsequent pay entitlements.

Under no circumstances shall this collection apply to more than three months of arrears.

- 4.08 Any administrative correspondence concerning these deductions shall be between the University and the Public Service Alliance of Canada, with a copy to the Union.

#### **ARTICLE 5: RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 5.01 The University shall have and retain all the rights and privileges which allow it to effectively manage and administer its activities, in accordance with its obligations, subject to the provisions of this Agreement.
- 5.02 Whenever the University communicates nominative information, as defined in *An Act respecting Access to documents held by public bodies and the protection of personal information, L.R.Q. c. A-2.1*, to the Union with respect to postdoctoral fellows for purposes of the application of the Agreement, this information shall be

provided confidentially for the sole purpose of informing the Union, which shall use it only for comprehensive review, unless authorized by the postdoctoral fellows concerned.

- 5.03 a) The University shall provide the Union, every month, with a list of the names of new postdoctoral fellows covered by the accreditation certificate and a list of postdoctoral fellows covered by the accreditation certificate who have resigned from their positions.
- b) The University shall provide the Union, every month, with an up-to-date alphabetical list of all postdoctoral fellows covered by the accreditation certificate.

These lists shall include the following information:

- first and last names;
- salary;
- start date;
- work unit;
- address;
- telephone number;
- number of hours per week;
- email address at the University;
- supervisor's name.

- 5.04 The University shall allow new postdoctoral fellows to meet with their union representative or, in his or her absence, the representative's replacement. Said meeting shall not exceed 30 minutes, and the time of the meeting shall be agreed with the supervisor.
- 5.05 The Union shall provide the University with a written list of its authorized representatives and their union function.
- 5.06 Subject to applicable standards and with prior authorization from the authority concerned, the Union may use available university premises free of charge for meetings.
- 5.07 For this purpose, the Union may post notices, newsletters or other documents of interest to its members in designated locations. The posting locations shall be selected in accordance with university by-laws. The Union must be clearly identified as the source of any posted document.
- 5.08 The Union may enter into an agreement with the University to use University duplicating, communication, IT, audiovisual and other services, subject to the policies in place governing their use by members of the university community.
- 5.09 The Union may use the University's internal mail and email to send postdoctoral fellows notices of meetings or useful information provided its source is clearly identified, in accordance with the policies in place.

- 5.10 The University shall provide the Union with premises with the usual furnishings. The University reserves the right, after consultation with the Union, to change the location of the premises made available to the Union, if necessary.
- 5.11 After making an appointment with Human Resources, postdoctoral fellows may consult their record in the presence of a representative from Human Resources, during regular work hours, with no loss of their regular salary. Such meeting shall be arranged within a reasonable time. Postdoctoral fellows may be accompanied by their steward or Union representative and may obtain, on request, at their own expense, a copy of any document in their record.
- 5.12 The University, through its representatives, and the Union, through its members, agree to refrain, directly or indirectly, from any threat, pressure, coercion, discrimination or unfair distinction against a postdoctoral fellow because of their race, colour, sex, pregnancy, sexual orientation, marital status, age except as provided for by law, political, religious or union-related opinions or activities, language, ethnicity or nationality, social status, disability or the use of any means to palliate the disability or the exercising of any right to which they are entitled under the Collective Agreement or by-law.
- 5.13 The University shall defend, including covering any resulting legal fees, any postdoctoral fellow who is being pursued by a third party for any act performed as part of their fellowship unless they are guilty of wilful misconduct or personal fault that does not fall within the performance of their duties. In such case, the University agrees not to pursue any claim against the postdoctoral fellow in this regard.
- 5.14 The University and the Union may, at any time, jointly agree to amend, delete or otherwise correct all or part of any article or articles in this Agreement.
- 5.15 Postdoctoral fellows have the right not to sign a document executed in the course of their duties if they believe it contravenes the ethical performance of their duties.
- 5.16 Labour relations communications are made in French.

#### **ARTICLE 6: UNION RELEASE TIME**

- 6.01 Only postdoctoral fellows with a mandate from the Union are authorized to request release time for the purposes of this article.
- 6.02 The bargaining committee shall consist of three postdoctoral fellows appointed by the Union.

For purposes of the preparation for the renewal of the Collective Agreement, the University shall allocate 30 days to all members of the bargaining committee.

These days of absence are provided for use within the nine months prior to the expiration of the Collective Agreement.

Except in exceptional circumstances, release time requests under this clause must be made to Human Resources five working days in advance.



Postdoctoral fellows who are so absent shall be paid in accordance with their regular salary.

6.03 The Labour Relations Committee shall consist of:

- three representatives of the Union including at least one postdoctoral fellow;
- three representatives of the University.

The Labour Relations Committee:

- may be asked to meet by either party;
- may discuss all labour relations matters including grievances, and
- as applicable, guests may join the Committee to discuss matters of shared interest.

The Committee shall meet at least six times each fiscal year.

The representatives on the Committee provided for in this clause shall be released with no loss of regular salary to take part in meetings of the Labour Relations Committee.

Except in exceptional circumstances, release time requests under this clause must be made to Human Resources five working days in advance.

The University shall not refuse such request for absence if the absence does not seriously impede the smooth operation of the supervisor's activities.

6.04 The University agrees to grant the Union a maximum provision of 200 days per fiscal year. These absences may be taken in blocks of at least four hours, with no loss of regular salary.

Of this provision, no more than 100 days may be used by either SERUM/Professionnels and/or SERUM/Personnel de soutien et d'administration.

The Union agrees to notify Human Resources at least one month in advance of the name of the postdoctoral fellow concerned.

The University shall not refuse such request for absence if the absence does not seriously impede the smooth operation of the supervisor's activities.

When all the allotted days have been used, the University shall invoice the Union for the cost of any additional absences under this clause.

The Union shall reimburse the University within 15 working days of the invoicing.

6.05 At the Union's request, the University shall authorize absence from work without pay for postdoctoral fellows for Union administration purposes.

As a rule, postdoctoral fellows must submit the request for absence to their supervisor at least five working days before the absence begins. The request must include the date and length of the absence.

The University shall not refuse such request for absence if the absence does not seriously impede the smooth operation of the supervisor's activities.

Unless otherwise agreed with Human Resources, no postdoctoral fellow shall be absent for more than 10 consecutive working days.

- 6.06 The Union may not request simultaneous release time for more than one employee working for the same supervisor.
- 6.07 Twice a year, after notifying Human Resources, in general at least two weeks in advance, the University shall authorize postdoctoral fellows to leave work for up to one and one-half hours, including travel, with no loss of regular salary, to attend the Union's General Meeting. Basic service must continue to be provided, if necessary.

## **ARTICLE 7:      WORKPLACE HARASSMENT**

The University and the Union shall cooperate to foster a workplace free from harassment. Accordingly, the parties may discuss any harassment-related issue, including any measure designed to prevent it.

### 7.01   a)   Sexual Harassment

The University and the Union seek to ensure a workplace free from sexual harassment. Sexual harassment is defined as unwanted or forced sexual advances that may take the form of verbal, written, iconographic or gestural solicitation. The University gives the Union the right to conduct an investigation, with no loss of regular salary, during working hours in the case of sexual harassment complaints. The parties agree to meet, if needed, to discuss any complaints of sexual harassment.

### b)   Psychological Harassment

The University and the Union seek to ensure a workplace free from psychological harassment. Psychological harassment refers to vexatious behaviour in the form of repeated behaviour, verbal comments, actions or gestures that are hostile or unwanted, that adversely affect a postdoctoral fellow's dignity or psychological or physical integrity and that create a hostile work environment for the postdoctoral fellow. A single serious instance of such behaviour may also constitute psychological harassment if it has such adverse effect and if it produces a lasting harmful effect on the postdoctoral fellow.

The University and its representatives shall take all reasonable steps to prevent psychological harassment and, when such conduct is brought to the University's attention, it shall take all reasonable steps to put a stop to it.

The University gives the Union the right to conduct an investigation, with no loss of regular salary, during working hours in the case of psychological harassment complaints. The parties agree to meet, if needed, to discuss any complaints of psychological harassment.

**ARTICLE 8: INTELLECTUAL PROPERTY**

8.01 The institutional directives and policies governing intellectual property that are in effect shall apply.

Any changes to these directives and policies shall comply with the Charter and Statutes of the University.

**ARTICLE 9: PROFESSIONAL ACTIVITIES**

9.01 Postdoctoral fellows authorized by their supervisor to take part in any formal (courses, presentations, lectures, etc.) or informal (discussions, conferences, workshops, etc.) activities in their area of study shall make arrangements with their supervisor for this absence, which shall not include any loss of salary.

Postdoctoral fellows authorized by their supervisor to deliver courses or lectures or to take part in paid research on topics related to their area of study must make arrangements with their supervisor for this leave.

Postdoctoral fellows who are specifically requested by their supervisor to take part in research or attend conferences in their area of study shall be reimbursed for any expenses incurred in this respect, in accordance with Article 11 (Travel and Accommodation Expenses).

**ARTICLE 10: TECHNOLOGICAL CHANGE**

10.01 The University shall cover the costs of any training it requires that is related to technological change.

**ARTICLE 11: TRAVEL AND ACCOMMODATION EXPENSES**

11.01 The University shall reimburse the travel and accommodation expenses incurred by any postdoctoral fellow pre-authorized by the University, in accordance with the regulations in effect, as summarized below:

- a) Postdoctoral fellows shall follow the procedure established by the University for the reimbursement of travel and accommodation expenses, and shall complete the appropriate forms.
- b) The University shall determine the mode of transportation to be used.

- c) Upon their return, postdoctoral fellows shall submit itemized expenses, including supporting documentation (hotel, motel, taxi and meal receipts, travel tickets, etc.).
- d) Where necessary, the University shall provide postdoctoral fellows who request it with an advance covering an approximation of all the expenses they may incur.
- e) The amounts owing under this Article shall be reimbursed within 15 working days of the postdoctoral fellow's request.

## **ARTICLE 12: GROUP INSURANCE**

12.01 In compensation for the lack of a group insurance plan and other leaves, the University shall pay an allowance equal to 3% of salary at each pay period.

## **ARTICLE 13: RECRUITMENT OF POSTDOCTORAL FELLOWS**

13.01 The parties recognize that postdoctoral fellows are recruited and selected by future supervisors, who use a variety of appropriate methods; i.e., communicating directly with candidates or vice versa, or with colleagues, or both.

13.02 If a supervisor must submit a posting to a University website, it shall be posted for at least 10 days.

The job advertisement shall include:

- title of the position;
- description of the research field or topic;
- qualifications required;
- the University's statement of commitment to employment equity;
  
- the following information, for reference purposes only:
  - salary information;
  - supervisor's name;
  - unit;
  - expected term of employment;
  - application process.

13.03 Hiring shall be confirmed by an offer letter which includes the following particulars:

- title of the position;
- employment scheme;
- salary;
- start date;
- expected term of employment, if known;
- supervisor's name.

**ARTICLE 14: ACCESS TO UNIVERSITY POSITIONS**

14.01 Postdoctoral fellows may apply for any University posting. The University agrees to review postdoctoral fellows' applications when these postings are displayed.

Decisions relating to this clause are not grievable under the Collective Agreement.

**ARTICLE 15: TERMINATION**

15.01 Supervisors who are dismissing a postdoctoral fellow must give the postdoctoral fellow written notice prior to terminating their position, the notice period to depend on the length of continuous employment, as follows:

| <u>Length of Continuous Employment</u> | <u>Notice Period</u> |
|--|----------------------|
| 3 months to one year                   | 1 week               |
| 1-5 years                              | 2 weeks              |
| 5-10 years                             | 4 weeks              |

Supervisors who do not provide a notice of termination of employment or whose notice is too short shall pay postdoctoral fellows compensation in lieu of notice that is equivalent to their regular salary, minus any overtime, for a period equal to that of the termination notice or the remaining notice to which they were entitled.

This clause shall not apply to postdoctoral fellows:

- who have not worked three months of continuous employment;
- whose contract for a set term or for a given project is expiring;
- whose work contract is ending through unavoidable circumstances.

**ARTICLE 16: SALARIES**

16.01 The minimum annual salary for a postdoctoral fellow is \$32,500 and the maximum annual salary for a postdoctoral fellow is \$55,000, for full-time work. The minimum is indexed at 1% as at May 1, 2016, May 1, 2017 and May 1, 2018. The maximum is indexed at 2% as at May 1, 2016, May 1, 2017 and May 1, 2018.

16.02 Salary Integration

A postdoctoral fellow's salary as at February 22, 2016 shall be maintained and shall become their annual rate as provided in clause 16.01.

Moreover, if a postdoctoral fellow's salary is higher than the maximum provided in clause 16.01, the postdoctoral fellow's salary shall be guaranteed and shall be considered "red-circled" until the maximum stipulated in clause 16.01 matches the postdoctoral fellow's salary rate or their fellowship ends, whichever comes first.

16.03 Annual Salary Increase

Period from May 1, 2016 to April 30, 2017

The salary of a postdoctoral fellow, employed as at May 1, shall increase by 2% provided they were hired prior to December 1 of the previous year; it shall not, however, exceed the maximum salary set out in clause 16.01.

A “red-circled” postdoctoral fellow, employed as at May 1, shall receive a lump sum amount of \$100 per month, prorated to their hours worked, paid at each pay period, provided they were hired prior to December 1 of the previous year.

Period from May 1, 2017 to April 30, 2018

The salary of a postdoctoral fellow, employed as at May 1, shall increase by 2% provided they were hired prior to December 1 of the previous year; it shall not, however, exceed the maximum salary set out in clause 16.01.

A “red-circled” postdoctoral fellow, employed as at May 1, shall receive a lump sum amount of \$100 per month, prorated to their hours worked, paid at each pay period.

Period from May 1, 2018 to April 30, 2019

The salary of a postdoctoral fellow, employed as at May 1, shall increase by 2% provided they were hired prior to December 1 of the previous year; it shall not, however, exceed the maximum salary set out in clause 16.01.

A “red-circled” postdoctoral fellow, employed as at May 1, shall receive a lump sum amount of \$100 per month, prorated to their hours worked, paid at each pay period.

16.04 Market Adjustment

Supervisors may offer postdoctoral fellows a market adjustment in accordance with the criteria set out in section 67(4) of the *Pay Equity Act*.

**ARTICLE 17: HOURS OF WORK**

17.01 The work week depends on the requirements of a research project, the nature of the duties performed and professional dedication. Postdoctoral fellows are also asked to take part outside their regular hours of work in research-related professional activities.

A postdoctoral fellow’s hours of work are 160 hours spread over a four-week period and, in general, the work schedule is from 7 a.m. to 6 p.m. Monday to Friday, although after discussion, depending on requirements relating to the research activities or the unit, the work schedule may be different.

17.02 The base period for calculating hours of work and overtime is 13 successive periods of four weeks starting with the first pay period following May 1 of each year.

- 17.03 Postdoctoral fellows who voluntarily perform activities outside their regular schedule shall do so without requiring compensation.

Whenever a postdoctoral fellow is specifically requested by their supervisor to work more than 160 hours within the period stipulated in clause 17.02, these hours shall be compensated with pay or time off equivalent to 1.5 times the hours. The postdoctoral fellow and the supervisor shall agree on the time when hours accrued in time off are to be taken.

## **ARTICLE 18: DISCIPLINARY MEASURES**

- 18.01 Written reprimand, suspension and dismissal may be imposed on postdoctoral fellows depending on the gravity and frequency of the wrongful act in question.
- 18.02 Postdoctoral fellows called to a meeting by the University for disciplinary reasons shall have the right, if they wish, to be accompanied by their steward or Union representative.

The University representative must accept the postdoctoral fellow's accompaniment by a steward or Union representative.

- 18.03 Postdoctoral fellows who are being disciplined may grieve their case.
- 18.04 When the University decides to discipline a postdoctoral fellow, it shall notify the postdoctoral fellow in writing of the disciplinary measure selected and the reasons within 25 working days of the incident or the University's knowledge of the facts relating to it.
- 18.05 No disciplinary measure of which a postdoctoral fellow has not been informed in writing can be introduced during arbitration.
- 18.06 No disciplinary measure recorded in a postdoctoral fellow's file shall be cited against them and shall be removed from the file if, in the ensuing 24 months, no similar infraction is recorded in the file.

Moreover, any disciplinary measure which a postdoctoral fellow has challenged successfully shall be removed from the file immediately.

## **ARTICLE 19: GRIEVANCE PROCEDURE**

- 19.01 The parties agree that they are interested in resolving grievances as fairly and promptly as possible.
- 19.02 Nothing in this article shall be construed as preventing a postdoctoral fellow accompanied by his steward or Union representative from discussing any labour relations issue with their supervisor prior to using the grievance procedure. The supervisor must in such case accommodate a steward or Union representative who is accompanying the postdoctoral fellow.

Every grievance shall follow the procedure below:

- Step I: All grievances must first be submitted in writing by the postdoctoral fellow concerned to their supervisor, before referral to Step II. The postdoctoral fellow may be accompanied by a steward or Union representative.
- Step II: If a grievance is not settled within eight working days after its submission in writing at Step I, it may be referred to the Manager (Labour Relations) at Human Resources in a written statement summarizing the facts that resulted in the grievance, the name of the postdoctoral fellow concerned, the clause or clauses that have allegedly been contravened and the remedy sought.
- Step III: If a grievance is not settled within 10 working days after it has been filed at Step II, it may be referred to arbitration, in accordance with the applicable legislation and the provisions of Article 20.

19.03 All grievances shall be submitted to the University's attention within 35 working days after learning of the causal event and no later than 180 days after the occurrence of the event.

In the case of a grievance, the Union, with the written authorization of the postdoctoral fellow concerned, may obtain copies of all relevant documents in the postdoctoral fellow's file, such as medical certificates and attendance records.

19.04 The Union may file any grievance, whether group or Union, directly at Step II and follow the regular procedure from that step on.

19.05 Grievances arising from any of the following may be filed directly at Step II:

- Application of Article 3 (Application);
- Application of Article 4 (Union Recognition);
- Application of Article 5 (Rights and Obligations of the Parties);
- Application of Article 6 (Union Release Time);
- Application of Article 7 (Workplace Harassment);
- Application of Article 10 (Technological Change);
- Application of Article 13 (Recruitment of Postdoctoral Fellows);
- Application of Article 16 (Salaries);
- Application of Article 17 (Hours of Work);
- Suspension and dismissal;
- Application of Article 24 (Parental Leave);
- Application of Article 27 (Occupational Health and Safety);
- Application of Article 28 (Occupational Accidents and Illness);
- Application of Article 29 (Pension Plan);
- Application of Article 30 (Employee Assistance Program)

19.06 Any settlement reached by the parties at Step I or Step II of the grievance procedure shall be recorded in a written agreement between the parties' authorized representatives.



- 19.07 No technical error in the filing of a grievance shall affect its validity. As soon as it is detected, the technical error shall be communicated to the other party.
- 19.08 The deadlines set out in this Article are mandatory, unless the parties decide, by mutual agreement, to change them.
- 19.09 Postdoctoral fellows who have resigned from their position shall retain the right to submit a grievance to claim any amounts owing to them by the University.
- 19.10 Any postdoctoral fellow who makes use of the provisions in the Harassment Policy of the Université de Montréal may ask the Union to reach an agreement with the University concerning deadlines, in accordance with clause 19.08.

## **ARTICLE 20: ARBITRATION**

- 20.01 Either party to this Agreement which wishes to refer a grievance to arbitration shall be required to give the other party written notice within 45 working days after the deadline set out in clause 19.02, Step III, has passed.
- 20.02 The parties shall give precedence to cases of suspension or dismissal when setting arbitration dates.
- 20.03 a) The parties agree that the arbitrators listed below shall be appointed to hear and rule on all grievances filed under this Agreement and shall hear individual grievances in rotation:
- Nathalie Faucher
  - Robert Choquette
  - Denis Provençal
  - Lyse Tousignant
- b) If anyone stops practising or dies, the parties shall appoint a replacement and add that person's name to this list.
- c) When a grievance is referred to arbitration by either of the parties, that party shall inform the arbitrator in writing of his or her appointment.
- d) If the arbitrator is not available within a reasonable timeframe, depending on the nature of the grievance (no more than three months after his or her appointment), the parties may agree to refer it to another arbitrator on the aforementioned list who is more readily available. If none of the arbitrators listed in the Collective Agreement is available, the parties shall agree on an arbitrator. If necessary, the parties shall ask the Minister of Labour to appoint one.
- e) An arbitrator who has been appointed or selected shall convene the parties promptly if the latter have failed to reach agreement on a reasonable deadline for beginning the proceedings.

- f) The arbitrator may proceed ex parte if either party is not present on the day of the arbitration.
  - g) The arbitrator's fees and expenses shall be divided equally between the parties.
- 20.04 In rendering a decision with regard to a grievance presented to him or her, the arbitrator must take into account the letter and spirit of the Collective Agreement.
- 20.05 The arbitrator may uphold, amend or overturn any disciplinary decision by the University and may, where necessary, substitute a decision he or she considers fair and reasonable, given all of the circumstances in the matter. The arbitrator may render any other decision that is fair and reasonable in the circumstances, including determining, where applicable, the amount of compensation or damages to which an unfairly treated postdoctoral fellow may be entitled.
- 20.06 In rendering a decision with regard to a grievance, the arbitrator may not delete, amend or change anything in this Agreement.

In the case of a grievance, the arbitrator may order the payment of interest in accordance with the provisions in section 100.12 of the *Labour Code*.

In the case of a resignation, the arbitrator may evaluate the circumstances surrounding the resignation of a postdoctoral fellow and the value of said consent.

- 20.07 The arbitrator must render a final written award, with reasons, within 20 days after the hearing has ended. The award shall be enforceable and binding on the parties and shall not be invalidated by failure to observe this deadline.
- 20.08 a) Postdoctoral fellows who are asked to testify or to represent the Union during arbitration shall be authorized to be absent from work, with no loss of salary, for the time required by this testimony or representation. The University shall authorize the absence of up to three postdoctoral fellows at the same time, including the grievor, for the purposes of this clause.
- b) In the case of a hearing before a common law court further to the appeal of an arbitration award, the University shall authorize the absence from work, with no loss of salary, of one member of the Union to represent the Union as well as the postdoctoral fellow assigned as a witness by the court for the time required by this testimony or representation.
- c) If the hearing takes place during one of the postdoctoral fellow's days off in the week or during their vacation, the postdoctoral fellow shall receive corresponding time off at a date arranged with their supervisor.

The postdoctoral fellow shall inform the supervisor, at the latest, by noon (12 p.m.) on the working day preceding the date of the hearing.

- 20.09 No confession signed by a postdoctoral fellow may be used against them in arbitration unless:

- a) the confession was signed in the presence of a Union representative;
- b) the confession was signed without a Union representative being present, but was not retracted in writing by the postdoctoral fellow within seven days after being signed.

20.10 The parties may agree to proceed to the expedited arbitration of any grievance, as follows:

- the grievance must be heard on its merits and the arbitrator's decision must be based on the merits of the grievance;
- any preliminary objection must be decided on immediately or be taken under advisement, so that it does not delay the hearing;
- the hearing shall not last more than one day. The arbitrator must ensure that each party has the same amount of time to present its arguments concerning the grievance. Unless otherwise agreed by the parties at the hearing, all documents must be submitted to the arbitrator by the parties within three days after the hearing;
- the arbitrator's decision shall constitute an individual case, but shall have the same effect as an arbitration award rendered in accordance with the regular arbitration procedure;
- the other provisions of this Article shall apply *mutatis mutandis* to the expedited grievance procedure as described above;
- the arbitrator shall have all of the powers granted to him or her by the *Labour Code*;
- the arbitrator shall render his or her decision in writing within 15 days after the hearing.

20.11 In the event of the administrative dismissal of a postdoctoral fellow who is not at work, the case shall be processed in the same manner as a disciplinary dismissal.

## **ARTICLE 21: VACATION**

21.01 Postdoctoral fellows shall accrue vacation at a rate of two days per month worked, up to 23 working days. Vacation credit shall be calculated annually on May 1 of the current year.

21.02 For the purpose of calculating annual vacation, postdoctoral fellows hired between the first and 15<sup>th</sup> day of the month inclusively shall be considered to have one full month of service.

21.03 Postdoctoral fellows who are absent from work for any of the following reasons in the same year shall accrue vacation credit as follows:

**Illness:** postdoctoral fellows absent from work for reasons of illness shall accrue vacation credit during the first six consecutive months of their absence.

**Occupational accidents and illness:** postdoctoral fellows absent from work as provided in Article 28 shall accrue vacation credit during the first 12 consecutive months of their absence.

**Maternity, adoption and paternity:** postdoctoral fellows shall accrue vacation credit during their maternity, adoption or paternity leave.

**Leave without pay of more than one month:** postdoctoral fellows are entitled to vacation prorated to the number of months worked.

21.04 Vacation can be split into weeks or, on arrangement with the supervisor, into days.

21.05 Vacation time is selected on arrangement with the supervisor, taking into account the postdoctoral fellow's stated preference and the research requirements.

21.06 Annual vacation must be taken during the fiscal year in which it is earned, unless a special arrangement is made with the supervisor.

21.07 Annual vacation accrued in time cannot be replaced by a salary supplement.

21.08 A postdoctoral fellow who is hospitalized or immobilized because of an illness or accident that occurred before their scheduled vacation period began can defer their vacation to a later time, but must inform their supervisor as soon as possible before the scheduled start of their vacation period. This shall then be deferred, on arrangement with the supervisor, either until after their disability or to a later date arranged with the supervisor. A postdoctoral fellow who is hospitalized or immobilized because of an illness or accident during their vacation period can, on arrangement with the supervisor, defer the rest of their vacation until after their disability or to a later date.

21.09 In the case of permanent termination of employment, the postdoctoral fellow concerned is entitled to vacation severance of 9.2% of earnings between May 1 of the current year and the date of departure (taking into account vacation days already taken).

21.10 If a postdoctoral fellow is called back to work from their vacation by the University, they are entitled to take two vacation days for each day of work provided.

21.11 In the event of a postdoctoral fellow's death, the University shall pay their beneficiaries or legal heirs the vacation severance earned.

**ARTICLE 22: HOLIDAYS**

22.01

|  | <b>2015-2016</b> | <b>2016-2017</b>                                 | <b>2017-2018</b>                                 | <b>2018-2019</b>                          |
|--|------------------|--|--|---|
| <b>Journée nationale des Patriotes</b> |                  | Monday,<br>May 23, 2016                          | Monday,<br>May 22, 2017                          | Monday,<br>May 21, 2018                   |
| <b>Fête nationale</b>                  |                  | Friday,<br>June 24, 2016                         | Friday,<br>June 23,<br>2017<br>(deferred)        | Monday,<br>June 25,<br>2018<br>(deferred) |
| <b>Canada Day</b>                      |                  | Friday,<br>July 1, 2016                          | Friday,<br>June 30,<br>2017<br>(deferred)        | Monday,<br>July 2, 2018<br>(deferred)     |
| <b>Labour Day</b>                      |                  | Monday,<br>September 5,<br>2016                  | Monday,<br>September 4,<br>2017                  | Monday,<br>September 3,<br>2018           |
| <b>Thanksgiving Day</b>                |                  | Monday,<br>October 10,<br>2016                   | Monday,<br>October 9,<br>2017                    | Monday,<br>October 8,<br>2018             |
| <b>Christmas Eve</b>                   |                  | Tuesday,<br>December 27,<br>2016<br>(deferred)   | Wednesday,<br>December<br>27, 2017<br>(deferred) | Monday,<br>December<br>24, 2018           |
| <b>Christmas Day</b>                   |                  | Wednesday,<br>December 28,<br>2016<br>(deferred) | Monday,<br>December<br>25, 2017                  | Tuesday,<br>December<br>25, 2018          |
| <b>Boxing Day</b>                      |                  | Monday,<br>December 26,<br>2016                  | Tuesday,<br>December<br>26, 2017                 | Wednesday,<br>December<br>26, 2018        |
| <b>1<sup>st</sup> floating holiday</b> |                  | Tuesday,<br>January 3, 2017                      | Thursday,<br>December<br>28, 2017                | Thursday,<br>December<br>27, 2018         |
| <b>2<sup>nd</sup> floating holiday</b> |                  | Wednesday,<br>January 4, 2017                    | Friday,<br>December<br>29, 2017                  | Friday,<br>December<br>28, 2018           |
| <b>New Year's Eve</b>                  |                  | Thursday,<br>December 29,<br>2016<br>(deferred)  | Wednesday,<br>January 3,<br>2018<br>(deferred)   | Monday,<br>December<br>31, 2018           |
| <b>New Year's Day</b>                  |                  | Friday,<br>December 30,<br>2016<br>(deferred)    | Monday,<br>January 1,<br>2018                    | Tuesday,<br>January 1,<br>2019            |
| <b>Day after New Year's Day</b>        |                  | Monday,<br>January 2, 2017                       | Tuesday,<br>January 2,<br>2018                   | Wednesday,<br>January 2,<br>2019          |

|                      | 2015-2016                 | 2016-2017                 | 2017-2018                    | 2018-2019 |
|----------------------|---------------------------|---------------------------|------------------------------|-----------|
| <b>Good Friday,</b>  | Friday,<br>March 25, 2016 | Friday,<br>April 14, 2017 | Friday,<br>March 30,<br>2018 |           |
| <b>Easter Monday</b> | Monday,<br>March 28, 2016 | Monday,<br>April 17, 2017 | Monday,<br>April 2, 2018     |           |

The University agrees to recognize and observe, as paid holidays, the other days declared civic holidays by the governments, after February 22, 2016.

22.02 If one of the holidays listed in clause 22.01 coincides with a postdoctoral fellow's vacation period, or with one of their weekly days off other than Saturday and Sunday, their holiday shall be deferred to a date arranged by them with their supervisor.

22.03 Non-Worked Holiday Pay

- a) Pay for each holiday listed in clause 22.01 of this Article, when it is a non-worked day, shall be equivalent to a postdoctoral fellow's regular daily salary rate in effect at the time;
- b) The provisions in paragraph 22.03 a) shall not apply if a postdoctoral fellow is already receiving a benefit under one of the provisions in this Collective Agreement.

22.04 Worked Holiday Pay

Postdoctoral fellows who are required to work one of the holidays listed in clause 22.01 of this Article shall be paid at their regular daily salary rate in effect at the time, plus 100%, or receive equivalent compensatory leave.

22.05 Pay for Work on a Deferred Holiday

Postdoctoral fellows who are required to work one of the deferred holidays listed in clauses 22.02 and 22.04 of this Article shall be paid at 150% of their regular salary.

In addition to this pay, the postdoctoral fellow shall be entitled, at the University's choice, to either the non-worked holiday pay as set out in clause 22.03 a), or re-deferral of the holiday to a date arranged between the postdoctoral fellow and their supervisor.

22.06 Pay for Saturdays and Sundays during Holiday Season Leave

Postdoctoral fellows who are required to work on a Saturday or Sunday during the holiday season leave shall be paid at their applicable salary rate, plus 50% of their regular salary.

The provisions in this clause shall apply to the following days:

- 2016-2017: December 31, 2016 and January 1, 2017;
- 2017-2018: December 30 and 31, 2017;
- 2018-2019: December 29 and 30, 2018.

22.07 Postdoctoral fellows may extend the period allocated for lunch by one hour, with no loss of regular salary, to take part in activities organized on campus for International Women's Day (March 8). Basic service must continue to be provided.

## **ARTICLE 23: LEAVE WITHOUT PAY**

23.01 Supervisors may grant a postdoctoral fellow leave without pay of up to three months for any reason they consider reasonable.

23.02 Unless otherwise agreed or provided, postdoctoral fellows on leave without pay may not enjoy the benefits set out in this Agreement.

23.03 When the postdoctoral fellow returns to work, the University shall reinstate them in their previous position if it is still available.

On agreement with their supervisor, postdoctoral fellows who submit a request in writing may return to their previous position before their leave without pay is over, as long as the position is still available.

## **ARTICLE 24: PARENTAL LEAVE**

Section I General Provisions

Section II Maternity Leave

- maternity leave
- general provisions

Maternity Allowance

- eligible for the Québec Parental Insurance Plan
- ineligible for the Québec Parental Insurance Plan

Section III Special Leaves

- temporary assignment and special leave
- other special leaves

Section IV Adoption Leave

Adoption Leave Allowance

- eligible for the Québec Parental Insurance Plan
- ineligible for the Québec Parental Insurance Plan

Section V Paternity/Spousal Leave

Paternity/Spousal Leave Allowance

- eligible for the Québec Parental Insurance Plan
- ineligible for the Québec Parental Insurance Plan

Section VI Parental and Partial Parental Leave without Pay

Section VII Miscellaneous Provisions

Section VIII Other Family or Parental Leaves

Section I - General Provisions

24.01 Unless specifically stipulated otherwise, this Article may not confer on a postdoctoral fellow any benefit, monetary or otherwise, that they would not have had if they had continued at work.

24.02 If leave is granted to one spouse only, this restriction shall be in effect if the other spouse is also a salaried university, public or parapublic sector employee.

Section II - Maternity Leave

Maternity Leave

24.03 A pregnant postdoctoral fellow shall be entitled to a maternity leave of 25 weeks, to be taken consecutively, subject to clause 24.07.

24.04 If a postdoctoral fellow's pregnancy is terminated after the start of the 20<sup>th</sup> week preceding the expected delivery date, she shall also be entitled to this maternity leave.

24.05 A postdoctoral fellow shall determine the distribution of her maternity leave, pre- and post-delivery, which includes the day of the delivery. To benefit fully from Québec Parental Insurance Plan benefits, however, the leave must begin no more than 16 weeks before the expected delivery date.

24.06 To obtain maternity leave, postdoctoral fellows shall provide the University with written notice at least two weeks before the departure date, along with a medical certificate confirming the pregnancy and the expected date of the birth.

Shorter notice is possible with a medical certificate stating that the postdoctoral fellow must leave her position earlier than anticipated. If an unforeseen circumstance arises, the postdoctoral fellow shall not be required to submit formal notice, provided the University receives a medical certificate stating that she must leave her position immediately.

24.07 If the infant cannot leave the health facility or is hospitalized within 15 days after the birth, the postdoctoral fellow may suspend her maternity leave and return to



work. The leave may be suspended once only. It is completed when the infant is able to come home.

- 24.08 If a postdoctoral fellow returns to work within two weeks after the birth, she must provide, at the University's request, a medical certificate stating that she is sufficiently recovered to resume work.
- 24.09 If the birth takes place after the expected date, a postdoctoral fellow is entitled to extend her maternity leave by the period of the delay, unless she already has at least two weeks of maternity leave after the birth.

#### General Provisions

- 24.10 Maternity leave may be shorter than 25 weeks, if a postdoctoral fellow prefers.
- 24.11 In the fourth week before the maternity leave expires, the University must send the postdoctoral fellow a notice stating the leave's scheduled expiry date.
- 24.12 A postdoctoral fellow to whom the University has sent the aforementioned notice must report to work when her maternity leave has expired, unless she is extending it as provided in clause 24.40. A postdoctoral fellow who is unable to report to work owing to a disability covered by the provisions of Article 26 (Disability), however, is subject to the provisions of said Article.

A postdoctoral fellow who does not comply with the preceding paragraph shall be considered to be on leave without pay for up to four weeks. At the end of this period, a postdoctoral fellow who has not reported to work shall be presumed to have resigned.

- 24.13 During the maternity leave and the extensions set out in this section, the postdoctoral fellow shall have the following benefits, provided she is ordinarily entitled to them:
- accrual of vacation;
  - accumulation of seniority;
  - right to apply for and obtain a posting, as though she were at work. If she obtains the position, she must take it up at the end of her maternity leave.
- 24.14 When she returns from maternity leave, a postdoctoral fellow shall resume her position or, where applicable, the position that she obtained when it was posted during her leave. If the position has been abolished, the postdoctoral fellow shall be entitled to the benefits she would have had if she had been at work at the time.

#### Maternity Allowance

- 24.15 The maternity leave allowances set out in this section are paid only as a supplement to Québec Parental Insurance Plan benefits or as payment during a pregnancy-related work stoppage for which the Québec Parental Insurance Plan provides no benefits.

### Eligible for the Québec Parental Insurance Plan

24.16 Postdoctoral fellows who have accumulated 20 weeks of service before the start of their maternity leave and have applied and been declared eligible for Québec Parental Insurance Plan benefits, are entitled during their maternity leave to receive:

- a) as an advance on the allowance payable by the University, postdoctoral fellows shall receive an amount corresponding to 90% of their salary two weeks or less before the leave begins.
- b) while receiving Québec Parental Insurance Plan benefits, an additional allowance equal to the difference between 90% of their salary and their weekly Québec Parental Insurance Plan benefits rate. The additional allowance shall be based on the Québec Parental Insurance Plan benefits that a postdoctoral fellow is entitled to receive, irrespective of the deductions from such benefits for benefit reimbursements, interest, penalties and other recoverable amounts under the Québec Parental Insurance Plan or in accordance with any legislation.

However, when a postdoctoral fellow works for more than one of the employers listed in paragraph c) of clause 24.20, she shall receive an additional allowance from each of these employers. This additional allowance is equal to the difference between 90% of the salary paid by the University and the percentage of Québec Parental Insurance Plan benefits corresponding to the amount of the weekly salary paid out to her compared to the weekly salary amounts paid by all of the employers. For this purpose, the postdoctoral fellow shall provide each employer with a statement of the weekly salary paid by each of the other employers, as well as the amount of the benefits she receives from the Québec Parental Insurance Plan.

Employers which pay the usual amount set out in the preceding paragraph must, at the postdoctoral fellow's request, give her this letter.

The University may not top up, through the allowance it pays out, the decrease in Québec Parental Insurance Plan benefits due to the salary earned from another employer, but it may provide this top-up if the postdoctoral fellow can prove, through a letter to this effect from the employer which pays it, that the salary earned from another employer is a usual salary. If only a portion of the salary paid by this other employer is usual, the top-up shall be restricted to this portion.

24.17 When a maternity leave suspended under clause 24.07 is resumed, the University shall pay the postdoctoral fellow the allowance to which she would have been entitled if she had not used such suspension.

24.18 The total amounts received by a postdoctoral fellow during her maternity leave in Québec Parental Insurance Plan benefits, allowances and salaries may, however, not exceed 90% of the salary paid by her employer or, where applicable, her employers.

### Ineligible for the Québec Parental Insurance Plan

24.19 Postdoctoral fellows who are disqualified from receiving or declared ineligible for Québec Parental Insurance Plan benefits are also disqualified from receiving any allowance provided for in this section.

However, postdoctoral fellows who have accumulated 20 weeks of service before the start of their maternity leave are also entitled to an allowance equal to 90% of their salary for 13 weeks, if they are not eligible for Québec Parental Insurance Plan benefits for either of the following reasons:

- i) they have not contributed to the Québec Parental Insurance Plan or, if an agreement in this respect has been negotiated by the Conseil de gestion de l'assurance parentale, they have not contributed to the Employment Insurance plan or a plan established for the same purposes by another province or territory; or
- ii) they do not meet the eligibility criteria for the Québec Parental Insurance Plan.

24.20 In all cases covered by this section:

- a) No allowance can be paid during a paid vacation period.
- b) The advance on payable allowances set out in paragraph a) of clause 24.16 shall be paid to the postdoctoral fellow two weeks at the earliest before the leave begins. Subsequently, the allowance from the University shall be paid on the regular pay dates, although the first payment shall not be due until 15 days after the University has obtained proof that the postdoctoral fellow is receiving Québec Parental Insurance Plan benefits. For the purposes of this paragraph, proof is considered to be a benefit statement and the information provided by the Québec Parental Insurance Plan to the postdoctoral fellow. If the postdoctoral fellow is not eligible for the Québec Parental Insurance Plan, she must provide the University with the notice to this effect issued by the Québec Parental Insurance Plan.
- c) Absent postdoctoral fellows shall accrue service if their absence has been authorized; i.e., for disability, and includes benefits or pay.

Moreover, the requirement of 20 weeks of service stipulated in this section shall be considered satisfied, where applicable, when a postdoctoral fellow has met this requirement for an employer in the university, public or parapublic sector (Public Service, Education, Health and Social Services) and the following agencies:

- Commission des droits de la personne et des droits de la jeunesse;
- Commission des services juridiques;
- regional legal aid centres;
- Commission de la construction du Québec;
- Régie de l'énergie;
- Régie des installations olympiques;
- Société des loteries du Québec;

- Société des traversiers du Québec;
- Société immobilière du Québec;
- and any other agency listed in Appendix C of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., chapter R-8.2).

d) For the purposes of calculating the allowances in this section, a postdoctoral fellow's salary shall be her salary for a regular week of work on the theoretical date of payment of the allowance, as though she were at work, but excluding any additional bonus, allocation or remuneration, even for overtime.

Notwithstanding which:

- i) if the annual salary increase date falls during the maternity leave, the salary shall increase on that date, based on the applicable adjustment formula;
- ii) a postdoctoral fellow who becomes pregnant while already on leave without pay or partial leave without pay before her maternity leave begins shall be entitled to maternity leave and the allowances provided, as though she had resumed work at the start of the leave;
- iii) if, within the 20 weeks before the start of the maternity leave, a postdoctoral fellow's status has changed (either from full time to part time, or vice versa, or from one part-time position to another part-time position with a different number of hours), the allowance shall be adjusted, prorated to the number of weeks worked full time or part time in full-time equivalent during the 20 weeks.

Payments of guaranteed annual remuneration, deferred remuneration or severance pay shall not be increased or decreased by allowances received under the terms of this section.

### Section III – Special Leaves

#### Temporary Assignment and Special Leave

24.21 Pregnant or breastfeeding postdoctoral fellows may request temporary assignment to other duties if their working conditions present a risk of infectious disease or physical danger for her or the infant.

24.22 The postdoctoral fellow must present a medical certificate to this effect as promptly as possible.

When the University receives an application for protective re-assignment, it shall immediately inform the Union, giving the name of the postdoctoral fellow and the reasons for the application for protective re-assignment.

24.23 A postdoctoral fellow assigned to other duties for this reason shall retain the rights and privileges of her position.

- 24.24 If the assignment does not take place immediately, the postdoctoral fellow shall be entitled to a special leave that begins immediately. Unless the temporary assignment commences afterwards and ends it, the special leave for a pregnant postdoctoral fellow who is eligible for Québec Parental Insurance Plan benefits shall end four weeks before the expected date of her delivery. For a pregnant postdoctoral fellow who is not eligible for Québec Parental Insurance Plan benefits, the special leave shall end on the date of her delivery. The special leave for a breastfeeding postdoctoral fellow who is not assigned to other employment shall end when she is no longer breastfeeding.<sup>1</sup>
- 24.25 In the case of protective re-assignment covered by the *Act respecting occupational health and safety*, the postdoctoral fellow shall receive, for the first five working days of her special leave, an allowance equal to 100% of her salary. For the remaining time until the end of her special leave, the employee's allowance shall be governed by the provisions in Article 28 (Occupational Accidents and Illness).
- 24.26 In addition, at the request of a pregnant or breastfeeding postdoctoral fellow who is assigned to work at a cathode ray screen, the University shall study the possibility of temporarily adjusting her duties, with no loss of rights, to reduce the work at the cathode ray screen to no more than two hours per half-day and assign her, for the rest of her work time, to other duties that she can carry out reasonably well.

#### Other Special Leaves

- 24.27 Postdoctoral fellows shall also be entitled to special leave in the following cases:
- a) when a pregnancy complication or the risk of pregnancy termination requires a work stoppage for a period prescribed by a medical certificate; this special leave may not, however, be extended past the day before the delivery, when the maternity leave comes into effect;
  - b) on presentation of a medical certificate prescribing its length, in the event of a natural or induced pregnancy termination before the start of the 20<sup>th</sup> week preceding the expected delivery date;
  - c) for pregnancy-related visits to a health care professional, as stated in a medical certificate.
- 24.28 During the special leaves granted under this subsection, postdoctoral fellows shall be governed by the provisions in Article 26 (Disability) and shall continue to enjoy the benefits provided in clauses 24.13 and 24.14.

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<sup>1</sup> *To verify her eligibility for Québec Parental Insurance Plan benefits, a pregnant postdoctoral fellow on protective re-assignment shall submit her application for benefits no later than six weeks before the expected date of her delivery or as soon as she is granted special leave if her work stoppage takes place after the 6<sup>th</sup> week before the expected date of her delivery.*

In the case of the visits described in paragraph 24.27c), however, postdoctoral fellows shall first have a special social leave, with salary maintenance, for up to two days. These days may be taken in hours.

#### Section IV – Adoption Leave

- 24.29 a) Postdoctoral fellows who legally adopt a child, other than their spouse's child, shall be entitled to leave with no loss of salary for up to five working days.
- b) Postdoctoral fellows who legally adopt a child, other than their spouse's child, shall also be entitled, in addition to the leave provided in paragraph a), to adoption leave of up to five consecutive weeks.

Subject to the provisions in clause 24.02, the leave may be split between the parents if the spouse is a postdoctoral fellow in the Syndicat des employés de la recherche de l'Université de Montréal/Postdoctoral Fellows who is eligible for this leave or a regular employee represented by another bargaining unit who is eligible for corresponding leave under the working conditions applicable to them.

- 24.30 The leave set out in 24.29 b) shall begin in the week during which the child is actually placed with the postdoctoral fellow, or at another time arranged with the University. In the case of an adoption outside Quebec, the leave may begin at the earliest two weeks before the child's arrival in Quebec.
- 24.31 To obtain the adoption leaves provided in 24.29, postdoctoral fellows must, where possible, give the University written notice at least two weeks before the departure date. This notice must be accompanied by satisfactory proof of the child's placement date.

#### Adoption Leave Allowance

##### Eligible for the Québec Parental Insurance Plan

- 24.32 a) Postdoctoral fellows who have accumulated five weeks of service before the start of their adoption leave shall be entitled to receive, while receiving Québec Parental Insurance Plan benefits, an additional allowance equal to the difference between 90% of their salary and their weekly Québec Parental Insurance Plan benefits rate. The additional allowance shall be based on the Québec Parental Insurance Plan benefits that the postdoctoral fellow is entitled to receive, irrespective of the deductions from such benefits for benefit reimbursements, interest, penalties and other recoverable amounts under the Québec Parental Insurance Plan or in accordance with any legislation.

The postdoctoral fellow shall be responsible for forwarding a benefit statement to Human Resources in addition to the information provided by the Québec Parental Insurance Plan.

The allowance from the University shall be paid on the regular pay dates, although the first payment shall not be due until 15 days after the University

has received the benefit statement and the information sent by the Québec Parental Insurance Plan to the postdoctoral fellow.

#### Ineligible for the Québec Parental Insurance Plan

- b) Postdoctoral fellows who are disqualified from receiving or declared ineligible for Québec Parental Insurance Plan benefits are also disqualified from receiving any allowance provided for in this section.

However, postdoctoral fellows who have accumulated five weeks of service before the start of their adoption leave shall also be entitled to an allowance equal to 90% of their salary for three weeks, if they are not eligible for Québec Parental Insurance Plan benefits for either of the following reasons:

- i) they have not contributed to the Québec Parental Insurance Plan or, if an agreement in this respect has been negotiated by the Conseil de gestion de l'assurance parentale, they have not contributed to the Employment Insurance plan or a plan established for the same purposes by another province or territory; or
- ii) they do not meet the eligibility criteria for the Québec Parental Insurance Plan.

To receive the allowances provided in this article, a postdoctoral fellow who is not eligible for the Québec Parental Insurance Plan or another government plan must provide the University with a notice to this effect issued by the Québec Parental Insurance Plan or another plan set up for the same purpose.

- 24.33 During the leaves set out in paragraphs a) and b) of clause 24.29, postdoctoral fellows shall enjoy the same benefits as those provided in clauses 24.13, 24.14 and 24.20 d) i and iii.

#### Adoption Leave without Pay

- 24.34 A postdoctoral fellow who travels outside Quebec to adopt a child, other than their spouse's child, shall, on written request to the University if possible two weeks in advance, receive leave without pay for the necessary travel time or, where applicable, until the child has actually been picked up.

During this leave, the postdoctoral fellow shall enjoy the same benefits as those pertaining to parental and partial parental leave without pay, as set out in Section VI.

#### Section V – Paternity/Spousal Leave

- 24.35 a) A postdoctoral fellow whose spouse is giving birth or has experienced a pregnancy termination after the start of the 20<sup>th</sup> week preceding the expected delivery date shall be entitled to leave with no loss of salary for up to five working days. This leave may be discontinued and must be taken between

the start of the delivery and the 15<sup>th</sup> day following the mother's or the child's return home.

One of the five days may, however, be used for the baptism or birth registration.

- b) A postdoctoral fellow whose spouse is giving birth shall also be entitled, in addition to the leave provided in paragraph a), to paternity leave (spousal leave) of up to five consecutive weeks, beginning at the earliest the week of the child's birth and ending at the latest 52 weeks after the child's birth.

The postdoctoral fellow must give the University written notice as soon as possible before the departure date. The notice must be accompanied by satisfactory proof of the child's birth.

#### Paternity/Spousal Leave Allowance

#### Eligible for the Québec Parental Insurance Plan

- 24.36 a) Postdoctoral fellows who have accumulated five weeks of service before the start of their paternity leave (spousal leave) shall be entitled to receive, while receiving Québec Parental Insurance Plan benefits, an additional allowance equal to the difference between 90% of their salary and their weekly Québec Parental Insurance Plan benefits rate. The additional allowance shall be based on the Québec Parental Insurance Plan benefits that the postdoctoral fellow is entitled to receive, irrespective of the deductions from such benefits for benefit reimbursements, interest, penalties and other recoverable amounts under the Québec Parental Insurance Plan or in accordance with any legislation.

The postdoctoral fellow shall be responsible for forwarding a benefit statement to Human Resources in addition to the information provided by the Québec Parental Insurance Plan.

The allowance from the University shall be paid on the regular pay dates, although the first payment shall not be due until 15 days after the University has received the benefit statement and the information sent by the Québec Parental Insurance Plan to the postdoctoral fellow.

#### Ineligible for the Québec Parental Insurance Plan

- b) Postdoctoral fellows who are disqualified from receiving or declared ineligible for Québec Parental Insurance Plan benefits are also disqualified from receiving any allowance provided in this section.

However, postdoctoral fellows who have accumulated five weeks of service before the start of their paternity leave (spousal leave) shall also be entitled to an allowance equal to 90% of their salary for three weeks, if they are not eligible for Québec Parental Insurance Plan benefits for either of the following reasons:

- i) they have not contributed to the Québec Parental Insurance Plan or, if an agreement in this respect has been negotiated by the Conseil de gestion



de l'assurance parentale, they have not contributed to the Employment Insurance plan or a plan established for the same purposes by another province or territory; or

- ii) they do not meet the eligibility criteria for the Québec Parental Insurance Plan.

To receive the allowances provided in this Article, a postdoctoral fellow who is not eligible for the Québec Parental Insurance Plan or another government plan must provide the University with a notice to this effect issued by the Québec Parental Insurance Plan or another plan set up for the same purpose.

24.37 During the leaves set out in paragraphs a) and b) of clause 24.35, postdoctoral fellows shall enjoy the same benefits as those provided in clauses 24.13, 24.14 and 24.20 d) i and iii.

#### Section VI – Parental and Partial Parental Leave without Pay

- 24.38 a) Parental leave without pay for up to two years shall be granted to postdoctoral fellows as an extension of their maternity leave, an extension of their paternity leave (spousal leave) of up to five weeks or an extension of their adoption leave of up to five weeks.
- b) Postdoctoral fellows who do not take this parental leave without pay shall be entitled to partial parental leave without pay to be taken over a maximum period of two years.
- c) The parental leave without pay or partial parental leave without pay covered in paragraphs a) and b) of this clause shall end no more than two years after the end of the maternity leave, the paternity leave (spousal leave) of up to five weeks or the adoption leave of up to five weeks.
- d) During the parental leave without pay or partial parental leave without pay, the postdoctoral fellow shall be authorized, on submission of a written request at least 30 days in advance, to change their parental leave without pay to partial parental leave without pay or vice versa, as applicable, unless otherwise agreed with the University.
- e) A postdoctoral fellow who takes neither the parental leave without pay nor the partial parental leave without pay provided above may, for the portion of the leave that their spouse has not taken, choose to take either parental leave without pay or partial parental leave without pay, in accordance with the procedures described. The postdoctoral fellow may take this leave at a time of their choosing after the birth or adoption, but the leave must end, at the latest, by the deadline of two years after the birth or adoption.

24.39 During the parental leave without pay, the postdoctoral fellow shall retain their seniority.<sup>2</sup>

During the partial parental leave without pay, the work performed by the postdoctoral fellow shall be subject to the applicable provisions in the Agreement.

24.40 The leaves in this section shall be granted after a written request has been submitted to the University at least two weeks in advance, except for the partial parental leave without pay which must be requested at least 30 days in advance.

24.41 In the case of partial parental leave without pay, the request must state how the leave will be scheduled to accommodate the employment held by the postdoctoral fellow, unless otherwise agreed with the University. In the event of disagreement with the University concerning the number of days a week, the postdoctoral fellow shall be entitled to leave of up to two and one-half days a week, or the equivalent, for up to two years. The University must approve the postdoctoral fellow's preferred distribution of work hours. Notwithstanding the foregoing, the postdoctoral fellow must work at least 14 hours a week.

24.42 Postdoctoral fellows to whom the University has sent a four-week notice of the expiry date of their parental leave without pay shall provide notice of their return at least two weeks before the expiry of said leave, failing which they shall be presumed to have resigned.

24.43 A postdoctoral fellow who wishes to end their parental leave without pay or partial parental leave without pay before the scheduled date shall provide written notice of their intent at least 30 days before their return.

24.44 Upon return from their parental leave without pay or partial parental leave without pay, the postdoctoral fellow shall resume their position. If the position has been abolished, the postdoctoral fellow shall be entitled to the benefits they would have had if they had been at work at the time.

#### Allowance for Partial Parental Leave without Pay

24.45 The allowances for partial parental leave set out in this section are paid only as a supplement to Québec Parental Insurance Plan benefits.

24.46 During the first 10 consecutive weeks of the parental leave without pay granted in accordance with paragraph a) of clause 24.38, a postdoctoral fellow who is eligible for the paid leaves in clauses 24.16, 24.32a) and 24.36a) shall be entitled, while receiving Québec Parental Insurance Plan benefits, to receive an additional allowance equal to the difference between 90% of their salary and their weekly Québec Parental Insurance Plan benefits rate.

24.47 The additional allowance shall be based on the Québec Parental Insurance Plan benefits that the postdoctoral fellow is entitled to receive, irrespective of the

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<sup>2</sup> *Subject to the "Salary" article, the annual salary increase shall be maintained during this Collective Agreement, for the first 12 months of the parental leave without pay.*

deductions from such benefits for benefit reimbursements, interest, penalties and other recoverable amounts under the Québec Parental Insurance Plan or in accordance with any legislation.

- 24.48 The postdoctoral fellow shall be responsible for forwarding a benefit statement to Human Resources in addition to the information provided by the Québec Parental Insurance Plan.
- 24.49 The allowance from the University shall be paid on the regular pay dates, although the first payment shall not be due until 15 days after the University has received the benefit statement and the information sent by the Québec Parental Insurance Plan to the postdoctoral fellow.

#### Section VII - Miscellaneous Provisions

- 24.50 A postdoctoral fellow may defer to a date agreed upon with the University any vacation which, because of the application of this Article, could not be taken by the end of the fiscal year in which it is payable.
- 24.51 A postdoctoral fellow who requests it may, immediately before or during their parental leave without pay or partial parental leave without pay, receive payment equivalent to the number of vacation days to which they are entitled as of the payment date, at the salary rate in effect on that date. The number of days so paid may not, however, be greater than the number of days of parental leave without pay or partial parental leave without pay granted to the employee.
- 24.52 The University agrees to guarantee that a postdoctoral fellow may, during their maternity leave, adoption leave or paternity leave (spousal leave), receive the allowances or partial allowances payable by the University in accordance with Section II or clauses 24.32, 24.36 or 24.46, irrespective of any changes to the eligibility criteria for the Québec Parental Insurance Plan that may arise after the signing of this Agreement, provided the whole is eligible, where applicable, as a plan of supplementary benefits to the Québec Parental Insurance Plan.

Moreover, the parties shall meet to discuss any items of concern in either of the following cases:

- i) if the Conseil de gestion de l'assurance parentale has additional requirements for recognizing the plan of supplementary benefits to the Québec Parental Insurance Plan;
- ii) if the Conseil de gestion de l'assurance parentale subsequently changes its requirements during the Collective Agreement.

If the duration of paid leave is enhanced as a result of amendments to the law, the parties agree to meet to adjust the amounts accordingly.

It is understood that these discussions shall not constitute a re-opening of the Collective Agreement.

N.B.: The plan of supplementary benefits to the Québec Parental Insurance Plan in this Article shall remain subject to the *Act respecting parental insurance* and the regulations thereunder.

### Section VIII - Other Family or Parental Leaves

24.53 Postdoctoral fellows may be absent from work for up to 10 working days per fiscal year to carry out obligations relating to the custody, health or education of their child or their spouse's child, or because of the health of their spouse, father, mother, brother, sister or a grandparent.

Days used for this purpose shall be deducted from the annual vacation credit or banked overtime or taken without pay, as the postdoctoral fellow prefers.

The days may also be split into hours, which shall then be deducted from banked overtime or taken without pay, as the postdoctoral fellow prefers.

The postdoctoral fellow must inform their supervisor as promptly as possible and, on request, provide supporting documentation for the absence.

24.54 Postdoctoral fellows shall be entitled to leave or partial leave without pay of up to one year, to be with their child, spouse, spouse's child, father, mother, father's spouse, mother's spouse, a brother, a sister or a grandparent because of an illness or accident.

This leave shall also be granted to a postdoctoral fellow whose minor child has a socio-emotional disorder, disability or long-term illness, requiring their presence.

If, however, the minor child of the postdoctoral fellow has a serious, potentially life-threatening illness, as confirmed by a medical certificate, the postdoctoral fellow shall be entitled to extend their absence to up to 104 weeks after the onset of the illness.

In the case of partial leave without pay, the leave shall be scheduled as provided in clause 24.41.

The postdoctoral fellow must inform the University of their absence as soon as possible and, at its request, provide supporting documentation. A postdoctoral fellow who wishes to end their leave without pay or partial leave without pay before the scheduled date shall submit written notice of their intent at least two weeks before their return.

When the postdoctoral fellow returns to work, the University shall reinstate them in their previous position. If the position has been abolished, the postdoctoral fellow shall be entitled to the benefits they would have had if they had been at work at the time.

24.55 During the leave without pay or partial leave without pay, the postdoctoral fellow shall retain their seniority.<sup>3</sup>

During the partial leave without pay, the work performed by the postdoctoral fellow shall be subject to the applicable provisions in the Agreement.

## **ARTICLE 25: SOCIAL LEAVE**

25.01 Any postdoctoral fellow who has completed 60 working days of service for the University shall enjoy the following social leaves with no loss of regular salary.

In the cases set out in clause 25.02, however, the requirement to have completed 60 working days of service shall not apply.

25.02 In the event of the death:

- a) of a postdoctoral fellow's spouse, child or spouse's child, the postdoctoral fellow shall be entitled to seven consecutive calendar days;
- b) of a postdoctoral fellow's father, mother, spouse's father, spouse's mother, father-in-law or mother-in-law, the postdoctoral fellow shall be entitled to five consecutive calendar days;
- c) of a postdoctoral fellow's brother, sister, brother-in-law, sister-in-law, spouse's brother or spouse's sister, a postdoctoral fellow shall be entitled to three consecutive calendar days;
- d) of a postdoctoral fellow's grandparents or grandchildren, a postdoctoral fellow shall be entitled to two consecutive calendar days;
- e) of a postdoctoral fellow's daughter-in-law, son-in-law, aunt, uncle, nephew or niece, a postdoctoral fellow shall be entitled to one working day;
- f) if the funeral takes place more than 160 kilometers away from the postdoctoral fellow's residence, they shall be entitled to one additional working day;
- g) postdoctoral fellows may use one of the leave days provided in paragraphs a) to d) non-consecutively for the interment and/or cremation.

In the case of paragraphs a), b), c) and d), postdoctoral fellows may also add banked vacation days and/or leave without pay of up to 15 working days to this period. In the case of paragraph e), they may also add banked vacation days and/or leave without pay of up to 15 working days to this period, depending on research requirements.

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<sup>3</sup> *Subject to the "Salary" article, the annual salary increase shall be maintained during this Collective Agreement, for the first 12 months of the leave without pay.*

Notwithstanding clause 25.06 b), if a death referred to in 25.02 a), b) or c) occurs during their vacation, a postdoctoral fellow may interrupt the vacation as long as they inform their supervisor promptly. The vacation days in question shall be deferred to either the end of the postdoctoral fellow's vacation or a later date, as agreed with the supervisor.

25.03 In the event of the wedding:

- a) of the postdoctoral fellow, they shall be entitled to five working days. They may add leave without pay of up to 15 working days and/or banked vacation days to this period;
- b) of a postdoctoral fellow's father, mother, son, daughter, sister or brother, they shall be entitled to the day of the wedding.

25.04 Moving

When a postdoctoral fellow makes a permanent change of home address, they shall be entitled to one day of leave for the move. They shall not be entitled, however, to more than day per financial year for this reason.

25.05 Legal Matters

- a) If a postdoctoral fellow is summoned as a juror or witness in a matter to which they are not a party, they shall not suffer any loss of regular salary for this reason during the time they are required to so act. They must, however, turn over to the University, for each working day, the equivalent of the money they receive in payment for the duties they perform on these days. If the amount is higher than their regular salary, the difference shall be returned to them by the University.
- b) If a postdoctoral fellow is summoned to testify in the performance of their duties in a matter to which they are not a party, they shall not suffer any loss of regular salary for this reason during the time they are required to so act.
- c) If a postdoctoral fellow is required to appear before a civil, administrative or criminal court in a matter to which they are a party, they shall be eligible for either leave without pay or banked vacation days.

- 25.06
- a) When a postdoctoral fellow must be absent for one of the reasons set out in this Article, they must inform their supervisor as soon as possible and, on request, provide proof or confirmation of these facts.
  - b) Social leaves shall not be allocated if they coincide with any other leave or vacation provided in this Agreement.
  - c) Unless otherwise stipulated, the term "a leave day" means one complete 24-hour period.

## **ARTICLE 26:     DISABILITY**

- 26.01 Postdoctoral fellows who have completed 90 days of service and are unable to work because of an illness or injury may be absent for up to seven working days per fiscal year with no reduction in salary.
- 26.02 Postdoctoral fellows who are unable to work because of an illness or injury must inform their supervisor as soon as possible and promptly submit the reasonable supporting documentation required.
- 26.03 The University may require a statement from the attending physician. If the University considers it appropriate, it may require the postdoctoral fellow to undergo a medical examination at the office of the designated physician, at its expense.
- 26.04 The University shall treat medical certificates and the results of medical examinations in confidence.

Postdoctoral fellows shall not be required to disclose the nature of their illness or injury, nor the diagnosis on the medical certificate, to their supervisor.

- 26.05 For the purposes of this Article, disability means a temporary or permanent condition resulting from an illness or injury (including an accident, pregnancy complication, non-reversible tubal ligation or vasectomy, or organ donation) that requires medical care and renders the postdoctoral fellow completely incapable of performing the usual duties of their position.

## **ARTICLE 27:     OCCUPATIONAL HEALTH AND SAFETY**

- 27.01 The University and the Union shall jointly maintain the best possible safety and sanitation conditions in the workplace, to prevent occupational illness and accidents.
- 27.02 The University shall take the steps required to protect the health, safety and physical well-being of postdoctoral fellows, in accordance with the applicable provisions in the law and the by-laws.
- 27.03 One Union representative and one University representative may be appointed to the Health and Safety Committee provided for in the Agreement of the Syndicat des employés de la recherche de l'Université de Montréal/unité des professionnels.

The University shall authorize the postdoctoral fellow serving on the Health and Safety Committee to be absent from work to investigate and discuss health- and safety-related issues and to attend joint meetings of said Committee and any other meetings with a University representative or representatives, as provided below:

- such absence shall not affect the smooth functioning of the supervisor's activities;
- permission for such absence may not be granted simultaneously for more than one employee working for the same supervisor.

If the Health and Safety Committee member referred to in this clause must be absent

from their position during their regular hours of work for investigation purposes, they shall make arrangements in advance with the University's designated occupational health and safety representative. A postdoctoral fellow who is absent from work for this purpose shall continue to receive their regular salary.

27.04 The duties of the Committee provided for in clause 27.03 are:

- to review and investigate any matter related to health, safety and improvement of the physical workplace;
- to make appropriate recommendations to the departments concerned, for their priority consideration;
- to ensure that the University and the postdoctoral fellows comply with their obligations in accordance with workplace health and safety laws and by-laws.

Should the members of the Health and Safety Committee provided for in clause 27.03 disagree concerning the measures required, the Union representatives shall send their recommendations in writing to the University representatives, who shall provide a written response clarifying the areas of disagreement. If the dispute is not settled satisfactorily, it shall be referred to the C.S.S.T., whose decision is binding.

27.05 The Committee provided for in clause 27.03 shall meet at least six times during the University's financial year, or at the written request of one of the parties, on a date and at a location agreed by the parties. It shall adopt any procedure it considers appropriate to its internal management.

The University shall draft minutes after each meeting of the joint committee and shall forward a copy to the Union representatives on the Committee.

27.06 If a postdoctoral fellow observes any infraction of the safety regulations, they shall inform the management of the sector concerned and the health and safety representative. If the problem is not settled satisfactorily, the case shall then be referred to the Health and Safety Committee provided for in clause 27.03.

27.07 The University shall provide first aid during hours of work and arrange transportation at its expense for a postdoctoral fellow whose condition requires it to the hospital of their choice, where possible.

The University shall assist the postdoctoral fellow to return to work or home, as applicable.

27.08 If special protective devices or other items are required by law for a postdoctoral fellow's protection, these devices or items shall be provided by the University.

27.09 The management of each sector shall be responsible for informing postdoctoral fellows concerning the safety standards and by-laws in effect for the sector in which they are working.

27.10 The University shall post prominently, in the appropriate locations, the safety standards and by-laws, and the emergency instructions for the facilities, equipment



and products in these locations.

- 27.11 Postdoctoral fellows who are exposed to specific health risks may be required to undergo a medical examination.

When such examination is required by law or by the Health and Safety Committee provided for in clause 27.03, the University shall cover the cost of the examination, which shall take place during regular hours of work, with no loss of the postdoctoral fellow's regular salary.

- 27.12 The management of each sector shall be responsible for providing postdoctoral fellows with an adequate first aid kit, stored in a readily accessible location at all times.

- 27.13 A postdoctoral fellow has the right to refuse to perform work if they have reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger another person. The postdoctoral fellow may not, however, exercise the right granted in this paragraph if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the conditions for performing this work are inherent in the kind of work they do.

- 27.14 The University agrees to make available to the Health and Safety Committee provided for in clause 27.03 the relevant air quality information available.

## **ARTICLE 28: OCCUPATIONAL ACCIDENTS AND ILLNESS**

- 28.01 In the case of a disability covered by the *Act respecting occupational health and safety*, the University shall pay a postdoctoral fellow the income replacement benefit provided for in the Act and shall, if necessary, make up the difference between this benefit and the postdoctoral fellow's net salary for a period up to the first 52 weeks of their total disability. If the salary increase date falls during this period, the postdoctoral fellow shall have the salary increase to which they are entitled. The postdoctoral fellow shall be subject to the provisions of the Act for the remainder.

For the purposes of this Article, the term "net salary" means salary remaining after provincial and federal taxes and Québec Pension Plan and Employment Insurance plan contributions have been deducted.

The University shall declare to the C.S.S.T. the higher of the following two amounts: either the gross annual salary in effect as of the first day of absence, or the total earnings in the preceding 12 months calculated in accordance with the provisions in the Act.

When the tax forms are issued, the University shall send the postdoctoral fellow a notice stating the benefit amount payable by the C.S.S.T. during that year.

**ARTICLE 29: PENSION PLAN**

29.01 Postdoctoral fellows shall have access to a voluntary retirement savings plan (VRSP) offered by the University. Each postdoctoral fellow may contribute to the VRSP through salary deductions, subject to the applicable financial limitations. The University shall contribute an amount equal to the contribution made by the postdoctoral fellow through salary deductions, up to a maximum employer contribution equal to 5% of the postdoctoral fellow's salary and subject to the applicable financial limitations. When the University has appointed the VRSP administrator, it shall inform each postdoctoral fellow, as required in the *Act respecting voluntary retirement savings plans*, as well as the Union. The VRSP shall be set up within 90 days after February 22, 2016.

**ARTICLE 30: EMPLOYEE ASSISTANCE PROGRAM**

30.01 The University agrees to continue to provide postdoctoral fellows with an Employee Assistance Program for the term of the Collective Agreement. The University recognizes the Union as a valid negotiator and partner.

**ARTICLE 31: STRIKE OR LOCKOUT**

31.01 The parties agree that there shall be no strike or lockout for the term of this Agreement.

The Union shall not order, encourage or support any work slowdown intended to reduce postdoctoral fellows' regular performance.

**ARTICLE 32: TERM OF THE COLLECTIVE AGREEMENT**

32.01 This Agreement shall come into force as of the date of the arbitration award rendered by arbitrator François Hamelin; i.e., February 22, 2016, and shall not have any retroactive effect, unless specifically provided. It shall expire on February 21, 2019.

## APPENDIX A: ACCREDITATION CERTIFICATE

[English translation follows, on pages 46-47]

### COMMISSION DES RELATIONS DU TRAVAIL (Division des relations du travail)

Dossier : AM-2001-4797  
Cas : CM-2013-6240

Montréal, le 8 avril 2014

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AGENT DE RELATIONS DU TRAVAIL : **Éric Frappier**

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**Syndicat des employé(e)s de la recherche de l'Université de Montréal (SÉRUM) /  
Alliance de la fonction publique du Canada (AFPC)**

Requérant  
c.

**Université de Montréal**

Employeur

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#### DÉCISION

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[1] Le 5 décembre 2013, le requérant dépose une requête en vertu de l'article 25 du *Code du travail* chez l'employeur.

[2] L'employeur et le requérant se sont entendus sur l'unité de négociation décrite ci-dessous et sur les personnes qu'elle vise.

« Tous les stagiaires postdoctoraux inscrits à l'Université de Montréal, salariés au sens du Code, dont la rémunération provient de bourses ou de salaires octroyés à partir de fonds de recherche de l'Université de Montréal, à l'exclusion de ceux déjà visés par une autre accréditation. »

[3] L'examen du dossier d'accréditation indique que les conditions prévues au Chapitre II du *Code du travail* sont satisfaites et que le requérant jouit du caractère représentatif requis par la loi.

**EN CONSÉQUENCE, la Commission des relations du travail**

**ACCREDITE** Syndicat des employé(e)s de la recherche de l'Université de Montréal (SÉRUM) / Alliance de la fonction publique du Canada (AFPC) pour représenter :

« Tous les stagiaires postdoctoraux inscrits à l'Université de Montréal, salariés au sens du Code, dont la rémunération provient de bourses ou de salaires octroyés à partir de fonds de recherche de l'Université de Montréal, à l'exclusion de ceux déjà visés par une autre accréditation. »

De : **Université de Montréal**  
Case postale 6128, succursale Ville-Marie  
Montréal (Québec) H3C 3J7

Établissement visé :

Tous les établissements.



*Eric Frappier*  
\_\_\_\_\_  
Éric Frappier

M<sup>e</sup> Jacques Lamoureux  
LAMOUREUX, MORIN, LAMOUREUX, AVOCATS – S.E.N.C.  
Représentant du requérant

M<sup>e</sup> André Baril  
MCCARTHY TÉTRAULT S.E.N.C.R.L., S.R.L.  
Représentant de l'employeur

**APPENDIX A: ACCREDITATION CERTIFICATE**

[English translation]

**COMMISSION DES RELATIONS DU TRAVAIL  
(Labour Relations Branch)**

File: AM-2001-4797  
Case: CM-2013-6240

Issued at Montreal on April 8, 2014

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**LABOUR RELATIONS OFFICER: Éric Frappier**

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**Syndicat des employé(e)s de la recherche de l'Université de Montréal (SERUM) /  
Public Service Alliance of Canada (PSAC)**

Applicant

v.

**Université de Montréal**

Employer

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**DECISION**

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[1] On December 5, 2013, the Applicant filed an application in accordance with section 25 of the *Labour Code* at the Employer's premises.

[2] The Employer and the Applicant have agreed on the bargaining unit described below and on the employees covered by it.

**“All postdoctoral fellows registered at the Université de Montréal who are employees as defined by the Code, the source of whose remuneration is scholarships or salaries paid out of Université de Montréal research funds, excluding those already covered by another accreditation.”**

[3] A review of the accreditation file indicates that the terms and conditions stipulated in Chapter II of the *Labour Code* have been satisfied and that the Applicant possesses the representative character required by the Act.

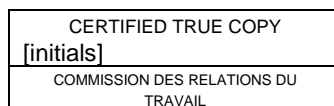
**ACCORDINGLY, the Commission des relations du travail**

**ACCREDITS**                    **Syndicat des employé(e)s de la recherche de l'Université de Montréal (SERUM) / Public Service Alliance of Canada (PSAC)**  
to represent:

**“All postdoctoral fellows registered at the Université de Montréal who are employees as defined by the Code, the source of whose remuneration is scholarships or salaries paid out of Université de Montréal research funds, excluding those already covered by another accreditation.”**

From: **Université de Montréal**  
P.O. Box 6128, Ville-Marie Station  
Montreal, QC H3C 3J7

Applicable institution:  
All institutions.



[Signed] *Éric Frappier*  
Éric Frappier

Jacques Lamoureux  
LAMOUREUX, MORIN, LAMOUREUX avocats, GP  
For the Applicant

André Baril  
MCCARTHY TÉTRAULT, LLP  
For the Employer