

COLLECTIVE AGREEMENT BETWEEN
UNIVERSITÉ DE MONTRÉAL
AND

THE SYNDICAT DES EMPLOYÉ(E)S DE LA
RECHERCHE DE L'UNIVERSITÉ DE
MONTRÉAL,
UNITÉ DES POSTDOCTORANT(E)S
(POSTDOC)

2021-2026



Mise en garde – Cautionary note

Attendu que le texte de la présente convention collective a été négocié en français et subséquemment traduit en anglais, prenez note que :

- Seule la version française de la présente convention collective sera considérée comme étant le texte officiel ;
- En cas de divergence entre le texte anglais et la version française, la version française a préséance.

Whereas the text of this Collective Agreement was negotiated in French and subsequently translated to English, take note that :

- Only the French version of this Collective Agreement shall be considered the official text. However ;
- In the event of a discrepancy between the English and French versions, the French version shall prevail.

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ARTICLE 1: PURPOSE

- 1.01 The purpose of this Collective Agreement is to set out the working conditions of the postdoctoral fellows in the bargaining unit, as well as maintain and promote harmonious relations between the University, the Union, the postdoctoral fellows and their supervisors, in a spirit of openness, dialog and good faith with a view to facilitating the settlement of problems that may arise between the University and the postdoctoral fellows covered by the provisions hereof.
- 1.02 The University and Union acknowledge that the postdoctoral fellows are an integral part of the university community and make a significant contribution to the University's mission of training, research and creation.

ARTICLE 2: DEFINITIONS

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

- 2.01 "Posting" means the procedure used by the University to advertise a postdoctoral fellowship, in accordance with clause 13.02.
- 2.02 "Public Service Alliance of Canada (PSAC)" means the bargaining agent.
- 2.03 "Fiscal year" means the period corresponding to the University's fiscal year, i.e., May 1 of the current year to April 30 of the subsequent year.
- 2.04 "Certificate of Accreditation" means the document provided in Appendix A and any amendment made thereto.
- 2.05 "Spouse" means:
 - a) the person who is bound to the postdoctoral fellow by marriage or common-law union and cohabits with said postdoctoral fellow;
 - b) the person of the same or opposite sex who lives in a marital relationship with the postdoctoral fellow who, together, are the parents of the same child;
 - c) the person of the same or opposite sex who has been living in a marital relationship for at least one year with the postdoctoral fellow.
- 2.06 "Research fund" means the funding obtained from a recognized external agency by a faculty member, managed by the University and earmarked for research.
- 2.07 "Grievance" means any disagreement regarding the interpretation or application of the Collective Agreement.
- 2.08 "Working days" means the working days from Monday to Friday inclusively, except for the holidays set out in clause 22.01.
- 2.09 "Parties" means the University and the Union.
- 2.10 "Union representative" means any person duly authorized by the Union to represent it.

- 2.11 “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 “Postdoctoral fellow” means any employee covered by the Certificate of Accreditation and enrolled as a postdoctoral fellow in the Faculty of Graduate and Postdoctoral Studies of Université de Montréal, in accordance with the policy in effect, who has been hired for a set period of time.
- 2.13 “Full-time postdoctoral fellow” means any postdoctoral fellow who ordinarily works 35 hours or more a week.
- 2.14 “Part-time postdoctoral fellow” means any postdoctoral fellow who works fewer than 35 hours a week.
- Part-time postdoctoral fellows enjoy the benefits set out in this Collective Agreement on a pro-rated basis, depending on time worked.
- 2.15 “Supervisor” means a faculty member who supervises a postdoctoral fellow.
- 2.16 “Union” means the Syndicat des employé(e)s de la recherche de l’Université de Montréal (SERUM).
- 2.17 “Unit” means any of the following units: non-departmental faculty, department, school or research centre.
- 2.18 “University” means Université de Montréal.

ARTICLE 3: APPLICATION

- 3.01 The Collective Agreement applies to all postdoctoral fellows covered by the Certificate of Accreditation and as defined in this Collective Agreement.
- 3.02 To be valid, any specific agreement which is reached after the signing of this Collective Agreement between one, several or all postdoctoral fellows and the University, and which pertains to working conditions different from those in this Collective Agreement, must obtain approval in writing from the Union.

The provisions of the preceding paragraph do not apply to the individual severance agreements that call for the payment of severance pay to the postdoctoral fellows affected. No provisions of the Collective Agreement may be amended without the Union’s consent in these individual severance agreements. In such cases, the postdoctoral fellow may refer to his/her Union.

ARTICLE 4: UNION RECOGNITION

- 4.01 For the purposes of bargaining and application of the Collective 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 Certificate of Accreditation issued by the Department of Labour and any amendment thereto.
- 4.02 All postdoctoral fellows who were members of the Union on the date the Agreement was signed or subsequently joined the Union must remain members for the duration of this Collective 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 at the Annual General Membership Meeting with respect to regular or special Union dues, as well as a copy of the by-laws.
- 4.06 Each month, the University shall submit to the Union the amounts that have been deducted along with a statement in electronic format showing the dues deducted from the pay of each postdoctoral fellow and their name.
- 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 come to an agreement with the postdoctoral fellow concerned as to how this deduction shall be made on subsequent paycheques.

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 Collective Agreement.
- 5.02 When the University discloses to the Union nominative information as defined in the *Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1) concerning postdoctoral fellows for the application of the Collective Agreement, this information shall be provided

confidentially and solely for the purpose of informing the Union, which will only use it to conduct comprehensive analyses, unless otherwise authorized by the postdoctoral fellows concerned.

- 5.03 a) Every month, the University shall provide the Union with a list of the names of any new postdoctoral fellows covered by the Certificate of Accreditation and a list of postdoctoral fellows covered by the Certificate of Accreditation who have left their jobs.
- b) Every month, the University shall provide the Union with an up-to-date alphabetical list of all postdoctoral fellows covered by the Certificate of Accreditation.

These lists shall include the following information:

- first and last name
- sex
- salary
- bonus
- start date
- work unit
- Address
- telephone number
- number of work hours per week
- email address at the University
- name of supervisor

- c) Upon agreement with the Human Resources Department and the Union, the University shall submit to the Union all lists containing the information requested, within a reasonable period following said request. The requested information shall be relevant to the bargaining unit.
- 5.04 The University shall permit a meeting between the postdoctoral fellow and a Union representative. Said meeting shall not exceed 30 minutes. The timing of the meeting shall be agreed upon 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 the standards in force and after obtaining authorization from the authorities concerned, the Union shall be permitted to hold meetings at available University premises at no charge.
- 5.07 The Union may post notices, newsletters or other documents of interest to its members in locations designated for that purpose. The posting locations shall be selected in accordance with University by-laws. All posted documents shall be clearly identified as having come from the Union.
- 5.08 The Union may enter into an agreement with the University to use University printing/copying, 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 services 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 scheduling an appointment with the Human Resources Department, any postdoctoral fellow may consult his/her file in the presence of a Human Resources Department representative during regular working hours with no loss of regular salary. Such appointments shall be arranged within a reasonable time. Postdoctoral fellows have the option of being accompanied by their Union representative. Upon request and at their own expense, postdoctoral fellows may obtain copies of any documents appearing in their file.
- 5.12 The University, through its representatives, and the Union, through its membership, agree that they shall not subject postdoctoral fellows, either directly or indirectly, to any threats, pressure, restrictions, discrimination or any unjust distinctions because of race, colour, sex, pregnancy, sexual orientation, marital status or age except as provided for by law, or because of political, religious or union opinions or actions, language, ethnic or national origin, social status, disability or use of the means to overcome this disability, or the exercise of any right accruing to them under the terms of the Collective Agreement or according to law.
- 5.13 The University shall defend, which shall include covering any resulting legal fees, any postdoctoral fellow who is being prosecuted 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 Collective 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 All labour relations communications shall be conducted in French.
- 5.17 The University shall forward to the Union a copy of any notice or directive from the Human Resources Department addressed to a group of postdoctoral fellows or to all postdoctoral fellows covered by this Collective Agreement.

ARTICLE 6: UNION LEAVE

- 6.01 Only postdoctoral fellows with a mandate from the Union are authorized to request Union leave for the purposes of this article.

Subject to all other provisions of this Collective Agreement, the University acknowledges that Union representatives may properly and reasonably fulfil their Union duties during regular work hours.

- 6.02 The Bargaining Committee shall consist of three postdoctoral fellows designated by the Union.

For the purpose of preparing for the renewal of the Collective Agreement, the University shall allocate 30 days to all members of the Bargaining Committee.

These days of absence may be used within the 12 months preceding the expiration of the Collective Agreement, but no later than the date of signing of the new Collective Agreement.

Except in exceptional circumstances, requests for Union leave under this clause must be submitted to the Human Resources Department five working days in advance.

Postdoctoral fellows who take such leave shall be paid their regular salary.

- 6.03 The Labour Relations Committee shall be made up of:

- three Union representatives, including at least one postdoctoral fellow; and
- three University representatives.

The Labour Relations Committee:

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

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

The members of the Committee provided for under this clause shall be given leave, with no loss of regular salary, to take part in meetings of the Labour Relations Committee.

Except in exceptional circumstances, requests for Union leave under this clause must be submitted to the Human Resources Department five working days in advance.

The University shall not refuse any such request for leave, if it does not seriously disrupt the activities of the supervisor.

- 6.04 The University agrees to grant the Union a maximum of 200 days per fiscal year. Such leave may be taken in half-day segments with no loss of regular salary.

As a general rule, a written request including the name of the postdoctoral fellow shall be submitted to the Human Resources Department with a copy to the postdoctoral fellow's supervisor, at least one month in advance. The request must include the dates and length of the absence.

The University shall not refuse any such request for leave, provided it does not seriously disrupt the activities of the supervisor.

Any unused leave days in a given fiscal year may be carried over to no more than 50 days into the next fiscal year.

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 invoicing.

6.05 In any case relating to the interpretation or application of the Collective Agreement, all Union members have the right to be accompanied by a Union representative at any meeting with a University representative. The University representative must agree to receive the Union representative accompanying the postdoctoral fellow.

6.06 At the Union's request, the University shall authorize postdoctoral fellows to be absent from work without pay for the purpose of Union business.

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 dates and length of the absence.

The University shall not refuse any such request for leave, provided it does not seriously disrupt the activities of the supervisor.

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

6.07 The Union cannot request that more than one postdoctoral fellow working for the same supervisor be allowed to take leave simultaneously.

6.08 Twice a year, after notifying the Human Resources Department and generally, at least two weeks in advance, the University shall authorize postdoctoral fellows to leave work for up to one and one-half hour, 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 means any vexatious behaviour, in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects a postdoctoral fellow's dignity or psychological or physical integrity, and that results in a harmful work environment for the postdoctoral fellow. Only one incidence of serious misconduct can constitute psychological harassment, if it is undermining to the same degree and produces the same harmful effect on the postdoctoral fellow concerned.

The University and its representatives must take reasonable means to prevent psychological harassment. When such conduct is brought to the University's attention, it must take all reasonable means to stop 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 Current institutional directives and policies governing intellectual property 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 supervisors 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 supervisors for this absence, which shall not include any loss of salary.

Postdoctoral fellows authorized by their supervisors 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 supervisors for this leave.

Postdoctoral fellows who are specifically requested by their supervisors 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).

- 9.02 On May 1 of each year, the University shall earmark for development and retraining a provision of 0.5% of the payroll of postdoctoral fellows covered by the Collective Agreement.

ARTICLE 10: TECHNOLOGICAL CHANGES

- 10.01 The University shall inform the Union in writing at least two weeks in advance when it makes changes such as modifications to administrative structures or the reorganization of a work sector, that could significantly affect the duties and/or working conditions of the postdoctoral fellows concerned.
- 10.02 The University shall cover the cost of all training for the technological changes it requires.

ARTICLE 11: TRAVEL AND ACCOMMODATION EXPENSES

- 11.01 The University shall reimburse the travel and accommodation expenses incurred by a postdoctoral fellow authorized beforehand by the University to do so, in accordance with current regulations, which are summarized as follows:
- a) to be reimbursed for travel and accommodation expenses, postdoctoral fellows must comply with the procedure established by the University and complete the appropriate forms;
 - b) the University shall determine the mode of transportation to be used;
 - c) upon their return, postdoctoral fellows shall provide the details of their expenses, including supporting documents (hotel, motel, taxi, meal receipts, transportation tickets, etc.);
 - d) when necessary, the University shall provide postdoctoral fellows who have made a request to this effect an advance that approximately covers all expenses they may incur;
 - e) the amounts owing under this article shall be reimbursed within 15 working days following the date the postdoctoral fellow made the request.

ARTICLE 12: GROUP INSURANCE

12.01 Health/medical insurance plan:

- a) A group health/medical insurance plan shall be put in place no later than six months after the signing of this Collective Agreement. During the implementation period of the new plan, the University shall pay an allowance equal to 3% of salary at each pay period. The payment of said allowance shall cease on the date of implementation of the new plan.
- b) Enrollment in the group plan is compulsory for postdoctoral fellows who have completed three months of continuous service with the bargaining unit, unless they are insured under an equivalent plan and can prove it.
- c) The benefits provided by the plan will not be scaled down for the duration of this Collective Agreement, unless the parties have agreed otherwise.
- d) The employer shall cover the cost of the entire individual premium at the time the health/medical insurance plan is implemented. Postdoctoral fellows may enroll in a single-parent or family plan and shall cover the difference in cost between the coverage they have selected and individual coverage. In regard to future renewals during the term of the Collective Agreement, the employer shall cover any increase in the annual premium to a maximum of 5%, and the postdoctoral fellows covered by the plan shall assume the cost of any excess increase.
- e) Postdoctoral fellows who are on leave without pay may continue to benefit from health/medical insurance coverage, provided they cover the entire cost.

ARTICLE 13: RECRUITMENT OF POSTDOCTORAL FELLOWS

- 13.01 The parties recognize that postdoctoral fellows are recruited and selected by 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 ten days.

The job posting shall include the following information:

- 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
 - name of supervisor
 - unit
 - expected term of employment
 - application process

13.03 Hiring shall be confirmed by an offer letter, which shall include the following information:

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

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 A supervisor who is 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 service, as follows:

<u>Duration of continuous service</u>	<u>Notice period</u>
Three months to one year	One week
One to five years	Three weeks
Five to ten years	Four weeks

A supervisor who does not provide a notice of termination of employment or whose notice is too short shall pay the postdoctoral fellow compensation in lieu of notice that is equivalent to their regular salary, not including 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 service;
- whose contract for a set term or for a given project is expiring;
- whose work contract is ending due to unavoidable circumstances.

ARTICLE 16: SALARIES

16.01 Pay structure and indexation

- a) On the date of signing of this Collective Agreement, or by February 1, 2021 at the latest, the minimum annual salary for full-time employment as at that date shall be indexed at 6.5%, thus bringing it to thirty-five thousand six hundred and sixty-two dollars (\$35,662). The minimum is subsequently indexed at 2% on May 1, 2022, May 1, 2023, May 1, 2024 and May 1, 2025.

- b) On the date of signing of this Collective Agreement, or by February 1, 2021 at the latest, the maximum annual salary for full-time employment as at that date shall be indexed at 1.5%, thus bringing it to fifty-nine thousand two hundred and forty-one dollars (\$59,241). The maximum is subsequently indexed at 1.5% on May 1, 2021, May 1, 2022, May 1, 2023, May 1, 2024 and May 1, 2025.

16.02 Annual salary increase

- a) The salary of a postdoctoral fellow shall increase by 3% as of May 1, 2021, provided they were hired prior to December 1 of the previous year; it shall not, however, exceed the maximum salary set out in clause 16.01b).
- b) The salary of a postdoctoral fellow shall subsequently increase by 2.5% as of May 1, 2022, May 1, 2023 and May 1, 2024, and by 2% as of May 1, 2025, provided they were hired prior to December 1 of the previous year; it shall not, however, exceed the maximum salary set out in clause 16.01b).

16.03 Management of red-circled postdoctoral fellow salaries

As of May 1, 2021, "red-circled" postdoctoral fellows still employed in that position as at that date shall receive a lump sum amount of 2% of their earned salary for the previous reference year, excluding bonuses, paid at each pay period, on May 1 of each year until May 1, 2025, provided they are still employed at that date.

This lump sum shall not be in addition to the base salary but must be considered for the purposes of the voluntary retirement savings plan (VRSP).

16.04 Market adjustment

Research supervisors may offer postdoctoral fellows a market adjustment in accordance with the criteria set out in section 67, namely Paragraph 4, of the *Pay Equity Act*.

16.05 Accelerated salary increase

A supervisor may, at his/her discretion, when exceptional circumstances so justify and as a single increase not exceeding 5% of the annual base salary received by the postdoctoral fellow for the term of this Collective Agreement, grant a salary increase that exceeds the rates set out in this section; it shall not, however, exceed the maximum salary set out in clause 16.01b).

16.06 Signing bonus

A non-recurring, lump-sum signing bonus of 1.5% of the annual base salary in effect as at January 31, 2021 under this Collective Agreement shall be paid within 90 days of the signing on February 1, 2021 to any postdoctoral fellow employed as at May 1, 2020 and still employed as a postdoctoral fellow on February 1, 2021.

- 16.07 The postdoctoral fellow shall be paid by direct deposit into a single account at the Canadian financial institution of his/her choice.

16.08 Payroll correction procedures

The pay period is bi-weekly and extends from Friday morning to the subsequent second Thursday night. The postdoctoral fellow shall be paid the morning of the last Thursday of each pay period. If a pay day should coincide with a designated paid holiday, the postdoctoral fellow shall be paid on the preceding working day.

If the University makes an error of more than two hundred dollars (\$200.00) in the postdoctoral fellow's regular pay, the University shall make the necessary correction within five working days of the postdoctoral fellow's written request.

If the University makes an error of less than two hundred dollars (\$200.00), or makes an error on an item other than the postdoctoral fellow's regular pay, the University shall make the necessary correction during the subsequent pay period, provided that the postdoctoral fellow has sent a request within the required time.

New postdoctoral fellows shall receive their first pay no later than four calendar weeks following their start date.

Before requiring a postdoctoral fellow to reimburse an amount of money they were not entitled to, the University shall come to an agreement with the postdoctoral fellow concerning the terms and conditions of reimbursement. Failing such agreement, the University shall set the terms and conditions for reimbursement.

Such terms and conditions shall provide that a postdoctoral fellow shall never reimburse more than 15% of the gross amount of their pay, except if such provision could result in the inability to recoup the overpaid amount, or if the postdoctoral fellow has acted negligently by accepting the overpayment.

The provisions of this clause shall not apply in the case of a work stoppage.

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 140 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.

- 17.04 On special agreement with their supervisors, postdoctoral fellows may be exempted from being physically present at the workplace to carry out their duties, with the understanding that they shall, nonetheless, complete all their regular work hours. Such agreements shall be made on an occasional and short-term basis and shall not disrupt research or the supervisor's activities.

ARTICLE 18: DISCIPLINE

- 18.01 Disciplinary action against a postdoctoral fellow can take the form of a written reprimand, suspension or dismissal, depending on the seriousness or frequency of the violation committed.

- 18.02 Postdoctoral fellows called to a meeting by the University for disciplinary reasons have the right to be accompanied by a Union representative.

The University representative must agree to receive the Union representative accompanying the postdoctoral fellow.

- 18.03 Postdoctoral fellows who are the subject of disciplinary action can submit their case to the grievance procedure.

- 18.04 When the University decides to discipline a postdoctoral fellow, it shall notify him/her in writing of the disciplinary action to be taken and the reasons for it within 25 working days of the incident or the University's knowledge of the facts relating to it.

- 18.05 No disciplinary action of which a postdoctoral fellow has not been informed in writing can be introduced during arbitration.

- 18.06 No disciplinary action recorded in the file of a postdoctoral fellow shall be used against him/her and shall be removed from the file after 24 months, provided that no similar violations of the same nature have been put on file.

In addition, all disciplinary action where the ruling has gone in the postdoctoral fellow's favour shall be removed immediately from his/her file.

ARTICLE 19: GRIEVANCE PROCEDURE

- 19.01 The parties sincerely wish to resolve grievances as fairly and promptly as possible.

- 19.02 Nothing in this article shall be considered as preventing a postdoctoral fellow accompanied by his/her Union representative from discussing any labour relations problem with his/her supervisor prior to resorting to the grievance procedure. The

supervisor shall agree to receive the Union representative accompanying the postdoctoral fellow.

Every grievance shall follow the procedure below:

- Step I: The grievance shall first be submitted in writing by the postdoctoral fellow concerned to his/her supervisor before referral to Step II. The postdoctoral fellow may be accompanied by one Union representative.
- Step II: A grievance not resolved within eight working days after being submitted in writing at Step I can be referred to the Labour Relations Director in the Human Resources Department, which summarizes the facts resulting in the grievance, the name of the postdoctoral fellow concerned, the clauses that were reportedly violated and the redress sought.

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.

All grievances relating to psychological or sexual harassment shall be submitted to the University's attention within two years after the last occurrence of said conduct, in accordance with the law.

In the event of a grievance, the Union shall obtain copies of all relevant documents put in the file of the postdoctoral fellow concerned, such as a medical certificate or record of attendance, provided that the postdoctoral fellow has given written permission.

- 19.04 The Union may file any grievance, whether group or Union, directly at Step II and follow the regular procedure from there 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 Leave)
- Application of Article 7 (Workplace Harassment)
- Application of Article 10 (Technological Changes)
- Application of Article 13 (Recruitment of Postdoctoral Fellows)
- Application of Article 16 (Salaries)
- Application of Article 17 (Hours of Work)
- Application of Article 18 (Discipline)
- Application of Article 24 (Parental Leave)
- Application of Article 28 (Occupational Health and Safety)

- Application of Article 29 (Occupational Accidents and Illness)
 - Application of Article 30 (Pension Plan)
 - Application of Article 31 (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. Any technical error shall be brought to the attention of the other party as soon as it is detected.
- 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.

ARTICLE 20: ARBITRATION

- 20.01 Party to this Collective Agreement that wishes to submit 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 II, 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 Collective Agreement and shall hear individual grievances in rotation:
- Nathalie Faucher
 - Yves Saint-André
 - Denis Provençal
 - Patrice Boudreau
- b) In the event that someone 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 time frame, 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 Labour Department 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 shall proceed ex parte, if either party does not show up on the date of the arbitration hearing.
 - 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 In disciplinary matters, the arbitrator can uphold, amend or quash the University's ruling. If necessary, he/she shall replace the decision with one he/she feels is fair and reasonable, given all of the circumstances of the case. The arbitrator can render any other fair and equitable decision under the circumstances, including determining, if necessary, the amount of compensation or damages a postdoctoral fellow who has been subject to unfair treatment could be entitled to.
- 20.06 In rendering a decision with regard to a grievance, the arbitrator may not delete, amend or change anything in this Collective Agreement.

In the case of a grievance, the arbitrator shall order the payment of interest in compliance with the provisions of 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 issue his/her final substantiated ruling in writing within twenty (20) days of the end of the hearing. Said ruling shall be executory and binding on the parties and shall not be invalidated by the failure to comply with this time frame.
- 20.08 a) Postdoctoral fellows called upon to testify or represent the Union in arbitration are authorized to be away from work, without loss of salary, for the time this testimony or representation requires. The University shall authorize the absence of a maximum of three postdoctoral fellows at the same time, including the grievor, for purposes of this clause.
- b) In the case of a hearing before a common law court, such as following the appeal of an arbitration ruling, the University shall authorize the absence from work, without loss of salary, for one Union member to represent the Union and the postdoctoral fellow assigned by the court as a witness for the duration of said testimony or representation.
- c) If the hearing takes place during one of the postdoctoral fellow's weekly days of rest or during his/her vacation, he/she shall be credited with the corresponding time on a date agreed on with his/her supervisor.

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

20.09 No admission signed by a postdoctoral fellow may be used against them in arbitration, except in the following cases:

- a) The admission was signed before a Union representative;
- b) The admission was signed in the absence of a Union representative but not denounced in writing by the postdoctoral fellow within seven days of the date it was signed.

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

- The grievance must be heard on its substance, and the arbitrator's decision must be founded 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 an equitable 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 ruling shall constitute a specific case. It does, however, have the same effect as an arbitration ruling 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 enjoys all the powers vested in him/her under the Labour Code.
- The arbitrator shall render his/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 purposes of calculating annual leave, postdoctoral fellows hired between the first and the fifteenth day of the month inclusive shall be considered as having accumulated a 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 because 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 29 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 exceeding one month: Postdoctoral fellows shall be 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 The choice of the vacation period shall be made following an agreement with the supervisor, with consideration given to the preference expressed by the postdoctoral fellow in question and the requirements relating to research activities.
- 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 Postdoctoral fellows who have been hospitalized or immobilized due to an illness or an accident that takes place prior to the scheduled start of their vacation shall be able to postpone their vacation to a subsequent period. However, they must advise their supervisor as soon as possible prior to the date the vacation leave is scheduled to start. Leave shall then be deferred, on arrangement with the supervisor, either until after their disability or to a later date arranged with the supervisor. Postdoctoral fellows who are 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 severance date (taking into account vacation days already taken).
- 21.10 Postdoctoral fellows who are called back to work from their vacation by the University 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

	2020–2021	2021–2022	2022–2023	2023–2024	2024–2025	2025–2026
National Patriots Day	Monday, May 18, 2020	Monday, May 24, 2021	Monday, May 16, 2022	Monday, May 15, 2023	Monday, May 20, 2024	Monday, May 19, 2025
Fête nationale	Wednesday, June 24, 2020	Thursday, June 24, 2021	Friday, June 24, 2022	Friday, June 23, 2023 (deferred)	Monday, June 24, 2024	Tuesday, June 24, 2025
Canada Day	Wednesday, July 1, 2020	Thursday, July 1, 2021	Friday, July 1, 2022	Friday, June 30, 2023 (deferred)	Monday, July 1, 2024	Tuesday, July 1, 2025
Labour Day	Monday, September 7, 2020	Monday, September 6, 2021	Monday, September 5, 2022	Monday, September 4, 2023	Monday, September 2, 2024	Monday, September 1, 2025
Thanksgiving Day	Monday, October 12, 2020	Monday, October 11, 2021	Monday, October 10, 2022	Monday, October 9, 2023	Monday, October 14, 2024	Monday, October 13, 2025
Christmas Eve	Thursday, December 24, 2020	Friday, December 24, 2021	Tuesday, December 27, 2022 (deferred)	Wednesday, December 27, 2023 (deferred)	Tuesday, December 24, 2024	Wednesday, December 24, 2025
Christmas Day	Friday, December 25, 2020	Thursday, December 23, 2021 (deferred)	Wednesday, December 28, 2022 (deferred)	Monday, December 25, 2023	Wednesday, December 25, 2024	Thursday, December 25, 2025
Boxing Day	Monday, December 28, 2020 (deferred)	Monday, December 27, 2021 (deferred)	Monday, December 26, 2022	Tuesday, December 26, 2023	Thursday, December 26, 2024	Friday, December 26, 2025
1st floating holiday	Tuesday, December 29, 2020	Tuesday, December 28, 2021	Thursday, December 29, 2022	Thursday, December 28, 2023	Friday, December 27, 2024	Monday, December 29, 2025
2nd floating holiday	Wednesday, December 30, 2020	Wednesday, December 29, 2021	Friday, December 30, 2022	Friday, December 29, 2023	Monday, December 30, 2024	Tuesday, December 30, 2025
New Year's Eve	Thursday, December 31, 2020	Friday, December 31, 2021	Tuesday, January 3, 2023 (deferred)	Wednesday, January 3, 2024 (deferred)	Tuesday, December 31, 2024	Wednesday, December 31, 2025
New Year's Day	Friday, January 1, 2021	Thursday, December 30, 2021 (deferred)	Wednesday, January 4, 2023 (deferred)	Monday, January 1, 2024	Wednesday, January 1, 2025	Thursday, January 1, 2026
Day after New Year's Day	Monday, January 4, 2021 (deferred)	Monday, January 3, 2022 (deferred)	Monday, January 2, 2023	Tuesday, January 2, 2024	Thursday, January 2, 2025	Friday, January 2, 2026
Good Friday	Friday, April 2, 2021	Friday, April 15, 2022	Friday, April 7, 2023	Friday, March 29, 2024	Friday, April 18, 2025	Friday, April 3, 2026
Easter Monday	Monday, April 5, 2021	Monday, April 18, 2022	Monday, April 10, 2023	Monday, April 1, 2024	Monday, April 21, 2025	Monday, April 6, 2026

The University agrees to recognize and observe as paid statutory holidays any other days decreed as civil holidays by governments, after this agreement has been signed.

22.02 If one of the statutory holidays in clause 22.01 coincides with the postdoctoral fellow's vacation period, or with one of his/her weekly days of rest other than Saturday and Sunday, he/she shall have the statutory holiday deferred to a date agreed on between him/her and his/her supervisor.

22.03 Non-worked holiday pay

- Pay for each holiday listed in clause 22.01 of this article, when it is a non-worked day, shall be equivalent to the postdoctoral fellow's regular daily salary rate in effect at the time.

- b) The provisions in paragraph 22.03 a) shall not apply if the 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 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 compensation, at the University's choice, the postdoctoral fellow shall be entitled to either compensation for the statutory holiday not worked in clause 22.03 (a) or a new deferral of the statutory holiday to a date agreed on between the postdoctoral fellow and his/her 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 of this clause shall apply to the following days:

- 2020–2021: December 26 and 27, 2020 and January 2 and 3, 2021
- 2021–2022: December 25 and 26, 2021 and January 1 and 2, 2022
- 2022–2023: December 31, 2022 and January 1, 2023
- 2023–2024: December 30 and 31, 2023
- 2024–2025: December 28 and 29, 2024
- 2025–2026: December 27 and 28, 2025

- 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 The supervisor may grant a postdoctoral fellow leave without pay of up to three months for any purpose they consider reasonable.

- 23.02 Barring an agreement that has been made or provisions to the contrary, postdoctoral fellows on leave without pay cannot avail themselves of the benefits in this Collective Agreement.

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

On agreement with their supervisor, a postdoctoral fellow who submits 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 Leave

- Temporary assignment and special leave
- Other special leave

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 I – General Provisions

24.01 Unless otherwise stipulated, 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 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 20th week preceding the expected delivery date, she shall also be entitled to this maternity leave.
- 24.05 The 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 their departure date. Such notice shall be accompanied by a medical certificate attesting to the pregnancy and the due date.
- 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 only be suspended once and shall be considered completed when the infant is able to go home.
- 24.08 If the 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 occurs after the due date, the postdoctoral fellow is entitled to an extension of her maternity leave for the length of time the birth is overdue, unless she already has at least two weeks of maternity leave left after the birth.

General provisions

- 24.10 Maternity leave may be shorter than 25 weeks, if the postdoctoral fellow prefers.
- 24.11 In the fourth week before the maternity leave expires, the University shall 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. However, a postdoctoral fellow who is unable to report to work owing to a disability covered by the provisions of article 27 (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;
- accrual of seniority;
- the right to apply for and obtain a posted position, 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, the 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 he/she would have had if he/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 shall be entitled, during their maternity leave, to the following:

- a) As an advance on the allowance payable by the University, postdoctoral fellows shall receive an amount corresponding to 90% of their salary no more than two weeks before their leave begins.
- b) While receiving *Québec Parental Insurance Plan* benefits, postdoctoral fellows shall receive 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 is receiving from the *Québec Parental Insurance Plan*.

Employers that 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. However, it may provide this top-up if the postdoctoral fellow can prove, through a letter to this effect from the employer that 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;
- 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 the vacation period for which the postdoctoral fellow is being paid.
- b) The advance on payable allowances set out in paragraph a) of clause 24.16 shall be paid to the postdoctoral fellow no more than two weeks 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 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*;
- Any other agency listed in Schedule 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 A pregnant or breastfeeding postdoctoral fellow may request temporary assignment to other duties if her 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 reassignment, it shall advise the Union immediately and provide the name of the postdoctoral fellow concerned and the rationale for the application.

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 takes place subsequently and puts an end to it, the special leave shall end, for a pregnant postdoctoral fellow eligible for QPIP benefits, four weeks prior to the anticipated delivery date. A pregnant postdoctoral fellow not eligible for QPIP benefits shall see her special leave end the date she gives birth. The special leave for a breastfeeding postdoctoral fellow who is not assigned to other employment shall end when she is no longer breastfeeding¹.

24.25 In the case of protective reassignment 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 postdoctoral fellow's allowance shall be governed by the provisions in article 29 (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.

¹ To verify her eligibility for QPIP benefits, a pregnant postdoctoral fellow on protective reassignment must submit her application for benefits no later than six weeks prior to the anticipated delivery date, or as soon as her special leave comes into effect, if she stops work after the sixth week preceding the anticipated delivery date.

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 20th 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 27 (Disability) and shall continue to enjoy the benefits provided in clauses 24.13 and 24.14.

In the case of the visits described in paragraph 24.27 c), however, postdoctoral fellows shall first have a special social leave, with pay, 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, provided the spouse is a postdoctoral fellow in the Syndicat des employés de la recherche de l'Université de Montréal/unité des postdoctorant(e)s and is eligible for this leave, or is 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 Québec, the leave may begin at the earliest two weeks before the child's arrival in Québec.

24.31 To obtain the adoption leaves provided in 24.29, postdoctoral fellow 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 regular 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 the Human Resources Department 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;
- 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 Postdoctoral fellows who travel 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 is effectively under their responsibility.

During this leave, postdoctoral fellows 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 20th 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 15th 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. This leave shall start no later than the week the child is born and end 52 weeks following the birth of the child.

The postdoctoral fellow must advise the University in writing as soon as possible prior to 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 regular 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 the Human Resources Department 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 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;
- 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 to 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 employee 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 seniority².
- During the partial parental leave without pay, the work performed by the postdoctoral fellow shall be subject to the applicable provisions in the Collective 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 postdoctoral fellow's preferred distribution of work hours must be approved by the University. 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 Postdoctoral fellows who wish 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 he/she would have had if he/she had been at work at the time.

² *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.*

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 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 the Human Resources Department 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. However, 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 their 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 postdoctoral fellow.
- 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 Collective 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 term of the Collective Agreement.

Should the length of the leave be increased as a result of a legislative amendment, the parties agree to meet to adjust the numbers accordingly.

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

N.B.: The QPIP Supplemental Benefits Plan set out in this Article shall remain subject to the *Act respecting Parental Insurance and Regulations*.

ARTICLE 25: OTHER FAMILY OR PARENTAL LEAVE

25.01 Postdoctoral fellows can be away from work up to 10 working days per fiscal year to perform obligations relating to the custody, health or education of their children or their spouse's children, or to tend to matters relating to the health of their spouse, father, mother, brother, sister, a grandparent, or someone for whom the postdoctoral fellow acts as a caregiver, as defined in the *Labour Standards Act*.

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

Days can be divided into hours and deducted from the accumulated overtime bank or taken without pay, as the postdoctoral fellow so chooses.

Postdoctoral fellows must advise their supervisor as soon as possible and produce proof to justify their absence.

25.02 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, a grandparent, or a person for whom the postdoctoral fellow acts as a caregiver under the *Act respecting labour standards*, because of illness or an 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 he/she would have had if he/she had been at work at the time.

- 25.03 During the leave without pay or partial leave without pay, the postdoctoral fellow shall retain their seniority³.

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

ARTICLE 26: SOCIAL LEAVE

- 26.01 All postdoctoral fellows are entitled to the following personal leaves, at no loss of regular salary, in accordance with the provisions set out in this section.

26.02 In the event of the death:

- a) Of his/her spouse, his/her child, or the spouse's child, the postdoctoral fellow shall be entitled to seven consecutive calendar days;
- b) Of his/her father or mother, the spouse's father or mother, or a father-in-law or mother-in-law, the postdoctoral fellow shall be entitled to five consecutive calendar days;
- c) Of his/her brother, sister, brother-in-law or sister-in-law, the postdoctoral fellow shall be entitled to three consecutive calendar days;
- d) Of his/her grandparents or grandchildren, the postdoctoral fellow shall be entitled to two consecutive calendar days;
- e) Of his/her daughter-in-law, son-in-law, uncle, aunt, nephew or niece, the postdoctoral fellow shall be entitled to one working day;
- f) If the funeral is held more than 160 kilometres from the residence of the postdoctoral fellow, he/she shall be entitled to one additional working day;
- g) The postdoctoral fellow may use non-consecutively one of the days of leave provided in paragraph a) to d) for the burial and/or the cremation.

³ *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.*

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.

Notwithstanding clause 26.06 b), if a death referred to in 26.02 a), b) or c) occurs during their vacation, postdoctoral fellows 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.

26.03 In the event of the wedding:

- a) Of the postdoctoral fellow, he/she shall be entitled to five working days. He/she may add leave without pay of up to 15 working days and/or banked vacation days to this period;
- b) Of his/her father, mother, son, daughter, sister or brother, the postdoctoral fellow shall be entitled to take the day of the wedding.

26.04 Moving

When the postdoctoral fellow changes his/her home address permanently, he/she is entitled to one day on the day of the move. However, he/she cannot take more than one day per fiscal year for this purpose.

26.05 Legal duties

- a) If a postdoctoral fellow is called to serve on a jury or to be a witness in a case he/she is not a party to, he/she shall not lose any regular salary the time he/she is required to act in that capacity. However, the postdoctoral fellow must turn over to the University, for each working day, the stipend he/she received to carry out these duties. 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 called on to testify as part of his/her duties in a case he/she is not a party to, he/she shall not lose any regular salary the time he/she is required to act in that capacity.
- c) If the postdoctoral fellow is required to appear before a civil, administrative or penal court in a case he/she is party to, he/she shall be eligible to take leave without pay or accumulated vacation days.

- 26.06 a) When a postdoctoral fellow must be absent for one of the reasons cited in this article, he/she must inform his/her supervisor as soon as possible and produce, on request, proof or a certificate in justification.
- b) Social leaves shall not be allocated if they coincide with any other leave or vacation provided for in this Collective Agreement.

- c) Unless otherwise stipulated, the term “a leave day” means one complete 24-hour period.

ARTICLE 27: DISABILITY

- 27.01 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 eight working days per fiscal year with no reduction in salary.
- 27.02 Postdoctoral fellows who are unable to work because of illness or injury shall inform their supervisor as soon as possible and promptly submit the reasonable supporting documentation required.
- 27.03 The University may require a statement from the attending physician. If the University feels it is necessary, the postdoctoral fellow must submit to a medical examination in the office of a doctor it has designated and shall pay for.
- 27.04 The University shall treat medical certificates and the results of medical examinations confidentially.
- No postdoctoral fellow shall be required to disclose to his/her supervisor the nature of his/her illness or injury, or the diagnosis appearing on the medical certificate.
- 27.05 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 28: OCCUPATIONAL HEALTH AND SAFETY

- 28.01 The University and the Union shall cooperate to maintain the best possible workplace health and safety conditions to prevent occupational illness and accidents.
- 28.02 The University shall take the necessary measures to protect the health and ensure the safety and physical integrity of postdoctoral fellows, in accordance with the provisions of the applicable legislation and regulations.
- 28.03 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 absences shall not disrupt the supervisor's activities;
- Such absences shall not be allowed simultaneously for more than one

postdoctoral fellow 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. The absent postdoctoral fellow shall continue receiving his/her regular salary.

28.04 The duties of the Committee provided for in clause 28.03 are:

- To review and investigate any matter related to health, safety and improvement of the physical workplace;
- To formulate appropriate recommendations for the departments involved, which shall pay priority attention thereto; and
- 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 28.03 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 resolved satisfactorily, it shall be deferred to the CNESST, whose ruling is binding.

28.05 The Committee provided for in clause 28.03 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 feels is suited to its internal matters.

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

28.06 If a postdoctoral fellow notes that a safety rule has been violated, he/she shall inform the management of the area concerned and the prevention representative. If the problem is not settled satisfactorily, the case shall then be referred to the Health and Safety Committee provided for in clause 28.03.

28.07 The University will ensure a first-aid service during working hours and will, at the University's expense, have the postdoctoral fellow transported to the hospital of their choice, where possible, if their condition warrants it.

The University shall facilitate the postdoctoral fellow's return to the workplace or home, as the case may be.

28.08 If special protective devices or collective or individual protective equipment items are required by law for postdoctoral fellows' protection, these devices or items shall be provided by the University.

28.09 Management of each area shall inform postdoctoral fellows of the safety standards and regulations in force in the area in which they work.

28.10 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.

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

When a medical is required by law or by the Safety Committee under clause 28.03, the University shall cover the cost of the medical. This medical shall be performed during regular working hours at no loss of regular salary to the postdoctoral fellow.

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

28.13 Postdoctoral fellows have 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 shall not exercise the right accruing to him/her under this paragraph, if the refusal to perform the work immediately endangers the life, health, safety or physical integrity of another person or if the conditions under which this work is done are normal for the type of work he/she does.

28.14 The University agrees to make available to the Health and Safety Committee provided for in clause 28.03 the relevant air quality information available.

ARTICLE 29: OCCUPATIONAL ACCIDENTS AND ILLNESS

29.01 In the case of a disability covered by the *Act respecting industrial accidents and occupational diseases*, the University shall pay the 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 not exceeding the first 52 weeks of their total disability. If there is an increase in salary during this time, the postdoctoral fellow concerned shall receive the salary increase he/she is entitled to. As far as the rest is concerned, the postdoctoral fellow is subject to the provisions of the said legislation.

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 CNESST 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 of the Act.

When issuing income tax forms, the University shall send the postdoctoral fellow a notice indicating the amount of the allowance payable by the CNESST during the year.

ARTICLE 30: PENSION PLAN

30.01 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 tax limits. 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 tax limits.

ARTICLE 31: EMPLOYEE ASSISTANCE PROGRAM

31.01 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 32: WORKLOAD

32.01 The parties recognize that a postdoctoral fellow is not required to continuously and regularly perform more than one normal workload.

ARTICLE 33: CLOSURE OF THE ESTABLISHMENT

33.01 If, as a result of circumstances beyond its control, the University decides to authorize the majority of postdoctoral fellows to leave their work before the end of their scheduled work day, the postdoctoral fellows shall not suffer any loss of regular salary because of this. Postdoctoral fellows who remain at work at the specific request of the University shall be entitled to take either time off equal to the number of hours actually worked between the authorized time of departure and the end of the regular work day at a mutually agreed time, or to payment, at the regular rate, of the hours actually worked between the authorized time of departure and the end of the regular work day, in addition to their regular salary for that work day.

ARTICLE 34: STRIKE OR LOCKOUT

34.01 The parties agree that there shall not be any strike or lockout for the duration of this Collective Agreement.

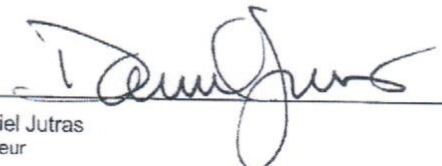
The Union shall not order, encourage or support any work slowdown for the purpose of reducing the normal performance of postdoctoral fellows.

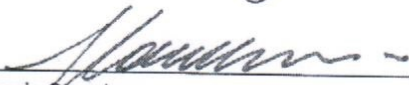
ARTICLE 35: TERM OF THE COLLECTIVE AGREEMENT


35.01 This Collective Agreement shall come into force on the date it is signed and shall not have any retroactive effect, unless specifically provided for. The term of this Collective Agreement shall end on April 30, 2026.


IN WITNESS WHEREOF the parties have signed in Montréal, this 26th day of March 2021.

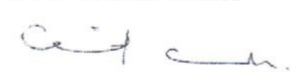
UNIVERSITÉ DE MONTRÉAL



Daniel Jutras
Recteur

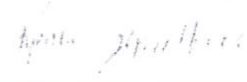

François Courchesne
Vice-recteur aux ressources humaines et aux affaires professorales

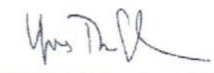

Isabelle Dufour
Directrice générale
Direction des ressources humaines


Sébastien Sauvé
Vice-doyen, Recherche et création
Faculté des arts et sciences



Clément Arsenault
Directeur - Études supérieures et postdoctorales
Décanat

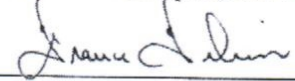

Ginette Pelletier
Chef de section - Administration et ressources humaines
Institut de recherche en immunologie et oncologie

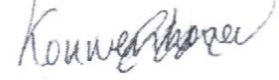

Karine Gauthier
Conseillère en relations du travail
Direction des ressources humaines


Yves Du Sablon
Directeur - Relations professionnelles et santé au travail
Direction des ressources humaines

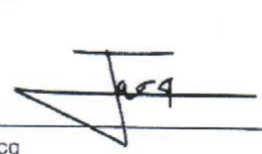
SYNDICAT DES EMPLOYÉ(E)S DE LA RECHERCHE DE
L'UNIVERSITÉ DE MONTRÉAL - PROFESSIONNELS

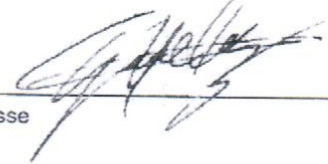

Yvon Barrière
Vice-président exécutif régional - AFPC

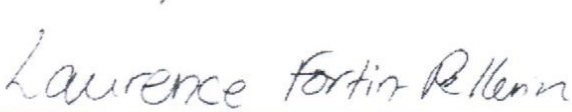

France Filion
Présidente


Willemieke Kouwenhoven
Représentante de l'unité des postdoctorants


Anthony Bosson
Postdoctorant


Maxime Jacq
Postdoctorant


Gweltaz Agaesse
Postdoctorant


Laurence Fortin-Pellerin
Conseillère syndicale


Geneviève Deschênes
Conseillère syndicale


Alain Lachapelle
Négociateur - AFPC

APPENDIX A: CERTIFICATE OF ACCREDITATION

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

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

Montréal, le 8 avril 2014

AGENT DE RELATIONS DU TRAVAIL : Éric Frappier

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

DÉCISION

[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

ACCRÉDITE 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.




Éric Frappier

M^e Jacques Lamoureux
LAMOUREUX, MORIN, LAMOUREUX, AVOCATS – S.E.N.C.
Représentant du requérant

M^e André Baril
MCCARTHY TÉTRAULT S.E.N.C.R.L., S.R.L.
Représentant de l'employeur

Agreement No. 1

Use of provisions covering absences for Union activities

Agreement between

UNIVERSITÉ DE MONTRÉAL,
hereinafter called "the Employer,"

and
the Syndicat des employés de la recherche
de l'Université de Montréal/Professionnels,
hereinafter "SERUM/Professionnels,"

and
the Syndicat des employés de la recherche
de l'Université de Montréal/Personnel de soutien et d'administration,
hereinafter called "SERUM/PSA,"

and
the Syndicat des employés de la recherche
de l'Université de Montréal/Stagiaires postdoctoraux,
hereinafter called "SERUM/Stagiaires postdoctoraux."

Subject: Use of the provisions covering leave time set out in clause 8.06 of the
SERUM/PSA Collective Agreement and clause 6.04 of the SERUM/Stagiaires
postdoctoraux Collective Agreement

The Parties agree as follows:

1. Employees working for the aforementioned bargaining units shall be entitled to the leave time set out in the aforementioned clauses, irrespective of the bargaining unit they belong to, but subject to the following conditions:
 - a. Barring an agreement to the contrary, none of the three unions may request simultaneous leave time for more than one employee working for the same supervisor or immediate supervisor.
 - b. In no case may a bargaining unit use the entire provision that applies to the other bargaining unit to its own members.