



COLLECTIVE AGREEMENT

BETWEEN

ÉTS

ÉCOLE DE TECHNOLOGIE SUPÉRIEURE

AND

SEERÉTS – SPD

SYNDICAT DES EMPLOYÉES ET EMPLOYÉS DE RECHERCHE DE L'ÉCOLE DE
TECHNOLOGIE SUPÉRIEURE – POSTDOCTORAL FELLOWS UNIT

ATTENTION

Il nous fait plaisir de vous présenter une version traduite de la convention collective des stagiaires postdoctoraux. Veuillez noter que ce document n'a aucune valeur légale et qu'il pourrait comporter des erreurs de traduction.

Seule la version française de la convention collective est en vigueur et s'applique. Veuillez-vous y référer pour connaître vos droits et obligations.

WARNING

We are pleased to offer you a translated version of the collective agreement for postdoctoral fellows. Be aware that this document has no legal value and may contain translation mistakes.

The French version of the collective agreement is the only official version. Please refer to it to learn more about your rights and obligations.

In effect until March 20, 2026

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PART I – General

Chapter 1 – Purpose of the Agreement

- 1.01** This Agreement sets out the Employees' working conditions and is intended to maintain and promote harmonious relations between the Employees, the Union, the Employer and the Research Fund recipients in an atmosphere of openness, dialogue and good faith, taking into account the specific context of research, the origin of the Research Funds, the rules of the granting agencies and the fiduciary role of the Employer in this area.
- 1.02** The Employer and Union acknowledge that the Employees are an integral part of the university community and make a significant contribution to the mission of ÉTS.

Chapter 2 – Definitions

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

2.01 Public Service Alliance of Canada, or PSAC

Refers to the bargaining agent.

2.02 Agreement Year

Refers to the period from June 1 of the current year to May 31 of the subsequent year.

2.03 Certificate of Accreditation

Refers to Certificate of Accreditation AM-2002-2052, provided in **Appendix A – Accreditation Certificate**, and any amendments thereto.

2.04 Spouse

Means:

- a) a person living in a marital or civil union relationship with the Employee;
- b) a person of the opposite or same sex who lives in a marital relationship with the Employee and is the father or mother of a child with the Employee;
- c) a person of the opposite or same sex who has been living in a marital relationship with the Employee for at least one year.

2.05 Employer

Refers to the École de technologie supérieure, or ÉTS.

2.06 Alternative Funding

Means, in particular:

- a) Funds that come from funds administered by another institution, in particular an institution in the health and social services network or a research centre affiliated with such an institution, regardless of the initial recipient or manager of said funds;
- b) Funds paid directly to someone by a funding agency before the start of their fellowship or during their fellowship;
- c) Funds earmarked for an individual as a result of their own grant-writing work or granted directly to the individual, whether through a scholarship of excellence or as a result of their individual grant-writing work;
- d) Named scholarships or awards given directly to an individual by a granting agency. A scholarship is said to be named when it is assigned, by an organization other than ÉTS, to a specific person following a selection process or a decision by an award committee;
- e) Funds that are not Research Funds.

2.07 Research Funds

Refers to research funds administered by the ÉTS and consisting of grants, research contracts or non-recurring research funding, excluding Alternative Funding.

2.08 Grievance

Refers to any disagreement regarding the interpretation or application of this Collective Agreement.

2.09 Day

A Day begins at 12:00 a.m. (midnight) and ends at 11:59 p.m.

2.10 Working Days

Means the Days from Monday to Friday, inclusive, except for the statutory holidays set out in Article 25.02.

2.11 Parties

Means the Employer and the Union.

2.12 Employee

Means a postdoctoral fellow covered by the Certificate of Accreditation and residing in Quebec.

2.13 Full-time Employee

Means any Employee who usually works an average of forty (40) hours a week.

2.14 Part-time Employee

Means any Employee who works an average of less than forty (40) hours a week.

Except where indicated otherwise, Part-time Employees enjoy the benefits set out in this Collective Agreement, prorated to the number of hours worked.

2.15 Union Representative

Means an Employee who is a member of the union executive or any of the joint committees provided for in this Collective Agreement.

2.16 Research Supervisor

Means an authorized person at ÉTS who is not a member of the Bargaining Unit and who supervises the Employee. This person is the Employee's first level of authority.

2.17 Salary

Means the regular salary paid to the Employee excluding any bonus, allowance, additional remuneration, etc., which are discontinued when the reason for their payment no longer exists.

Any amount received by the Employee for research work from a source other than a Research Fund is not considered Salary.

2.18 Union

Refers to the *Syndicat des employées et employés de recherche de l'ÉTS – unité des stagiaires postdoctoraux*.

Chapter 3 – Scope and Union Recognition

- 3.01** This Collective Agreement applies to all Employees covered by the Certificate of Accreditation and as defined herein.
- 3.02** To be valid, any specific agreement between one, several or all Employees and the Employer which is reached after the effective date of this agreement and which pertains to working conditions different from those in this agreement must be approved in writing by the Parties.
- 3.03** The Parties may, at any time, jointly agree to amend, delete or otherwise correct all or part of any article or articles in this Collective Agreement.
- 3.04** For the purposes of bargaining and amending the Collective Agreement, the Employer recognizes the Public Service Alliance of Canada as the sole official representative and bargaining agent for Employees.
- 3.05** Each Employee, upon hiring, must become a member in good standing of the Union and electronically sign a membership form provided for that purpose in **Appendix 2 – Application Form**. The Employer shall send the Union a copy of the signed membership form within 30 days.
- 3.06** ÉTS shall provide the Union with an email account, a postal mailbox and a reasonably sized furnished room. These will be shared with the *Syndicat des employées et employés de la recherche de l'ÉTS – unité des assistants et associés de recherche*.

Chapter 4 – Management Rights

- 4.01** The Union recognizes that the Employer has and retains all rights and privileges to effectively administer, direct and control its activities in accordance with its rights and obligations subject to the provisions of this Collective Agreement.

Chapter 5 – Parties’ Rights and Obligations

- 5.01** The Parties, the Research Supervisors, the Union Representatives and the Employees shall not directly or indirectly exercise any discrimination prohibited by the *Quebec Charter of Human Rights and Freedoms*, as amended from time to time. Thus, every person has a right to full and equal recognition and exercise of their human rights and freedoms, without distinction, exclusion or preference based on race, colour, sex, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap.
- 5.02** The Parties agree that the first level of intervention, discussion and exchange concerning the application of the working conditions in this agreement and the work climate should take place between the Employee and their Research Supervisor.
- 5.03** All Employees shall perform their duties under the responsibility of a Research Supervisor and shall be governed by the regulations and policies of the Employer as amended from time to time.
- 5.04** All labour relations communications between the Employer and the Union or PSAC are to be in French.
- 5.05** The Employer and the Employee agree to observe the code of ethics of each professional order to which the Employee may belong.
- The Employer acknowledges the Employee’s right not to sign a document they have produced in the exercise of their duties if they believe it contravenes the ethical code of their profession.
- 5.06** Employees may be required to sign confidentiality or intellectual property assignment agreements, on a per-project basis, as a condition of employment. Such agreements may be signed prior to hiring or during employment.
- 5.07** After scheduling an appointment with the Human Resources Department, any Employee, accompanied or not, may consult their file in the presence of a Human Resources representative.

Transmission of information

- 5.08** Every month, the Employer shall provide the Union with an up-to-date alphabetical list in electronic format of all Employees covered by the Certificate of Accreditation.
- 5.09** This list must include the following information:
- a) last name and first name;
 - b) Salary;
 - c) bonuses;
 - d) job title;
 - e) current contract start and end dates;
 - f) work unit;
 - g) average number of hours a week;
 - h) email address at ÉTS.

5.10 When the Employer discloses to the Union Employees' personal information within the meaning of the *Act respecting access to documents held by public bodies and the protection of personal information*, CQLR c. A-2.1, for the application of the agreement, this information shall be provided confidentially and solely for the purpose of informing the Union, which will use it only to conduct general analyses, unless otherwise authorized by the Employees concerned.

PART II – Union

Chapter 6 – Union Dues

- 6.01** The Union shall send the Employer a copy of the resolutions made by the General Membership Meeting regarding regular or special union dues, along with a copy of its constitution and by-laws.
- 6.02** The Employer shall deduct from the salaries of all Employees, at each pay period, an amount equal to the regular or special dues determined by the Union.
- 6.03** These deductions are to be made no more than sixty (60) days after receipt of the General Meeting resolution signed by the Union executive and indicating the amount or the contribution rate. The Employer shall then send the amounts deducted to PSAC on a monthly basis, along with a statement, provided in a digital format, of the name and deduction amount of each Employee.
- 6.04** In the event of a miscalculation or omission in the deduction, the Employer undertakes, upon written notice from the Union to this effect, to collect the amount not remitted to PSAC.
- The Employer shall come to an agreement with the Employee concerning the method used to collect the dues from their subsequent pay entitlements.
- At no time shall such collections involve arrears of more than three (3) months, nor shall they cause prejudice to the Employer.
- 6.05** Any administrative correspondence concerning these deductions must be between the Employer and PSAC, with a copy to the Union.

Chapter 7 – Union Leave and Joint Committees

Union Leave

- 7.01** Only Union Representatives are entitled to request leave for the purposes of this Chapter for themselves or another Employee.
- 7.02** Subject to all other provisions of this Collective Agreement, the Employer acknowledges that Union Representatives may properly and reasonably fulfill their Union duties during work hours.
- 7.03** No union leave may have the effect of extending an Employee's employment.
- 7.04** The Union shall provide the Employer with a written list of its Representatives and their Union functions.
- 7.05** Barring exceptional circumstances or a delay specifically provided for in this Chapter, requests for Union leave under this Chapter must be submitted electronically by the Union Representative to the Employee's Research Supervisor and to Human Resources at least three (3) Working Days in advance. The request must include the reason for the leave as well as the date and duration. The leave must not affect the research activities or the proper conduct of the Employer's business.
- 7.06** Requests for Union leave may not be denied without valid reason.

- 7.07** A Union Representative released under **7.13**, **7.16**, **7.20** or **7.23** shall suffer no loss of Salary.
- 7.08** When all of an allowance is used, the Employer shall pay the released Employee's Salary as if it were time worked, and then invoice the Union for the total cost of such leaves (Salary, bonuses and benefits, and payroll deductions, if applicable).
- 7.09** The Union shall reimburse the Employer within fifteen (15) Working Days of invoicing.
- 7.10** Allowances not used at the end of the Agreement Year are not carried forward.
- 7.11** The Employee shall report absences or leaves taken under this Chapter on the Employer's computerized system.

Bargaining Committee

- 7.12** The Collective Bargaining Committee consists of three (3) Union Representatives.
- 7.13** As of the twelfth (12th) month prior to expiry of the Collective Agreement and during the bargaining period, the Employer shall grant a total of twenty-one (21) Days of Union leave to the Union Representatives on the Bargaining Committee for purposes of preparing the Collective Agreement renewal or attending bargaining sessions.

Labour Relations Committee

- 7.14** The Committee's mandate is to discuss any matter related to working conditions and to seek agreement on any dispute, Grievance or issue regarding working conditions or the application and interpretation of the Collective Agreement.
- 7.15** Prior to presenting a labour relations issue to the Labour Relations Committee, the Parties encourage Employees to discuss it with their Research Supervisor, and vice versa.
- 7.16** The Committee is composed of up to three (3) Union Representatives and three (3) Employer representatives.
- 7.17** Guests may join Committee meetings to discuss matters of shared interest, as needed.
- 7.18** A Labour Relations Committee meeting may be called by either Party with notice of ten (10) Working Days.
- 7.19** The Committee meets at least four (4) times a year. It shall adopt any procedure it considers appropriate for its internal management.

Health and Safety Committee

- 7.20** The Employer shall authorize twenty-one (21) hours of leave each quarter for the Union Representative appointed as Health and Safety Representative.
- 7.21** The Committee shall adopt any procedure it considers appropriate for its internal management, in accordance with the laws and regulations in effect.
- 7.22** The functions of the Health and Safety Committee are as set out in the Act and regulations.

Other Leave

- 7.23** The Employer shall grant the Union Representatives one hundred (100) hours of Union leave per Agreement Year to perform other work arising from the application of the Collective Agreement.
- 7.24** The Employer may authorize leave for up to three (3) Union Representatives for Union business. Such leaves are never to exceed three (3) consecutive Days.
- 7.25** Union Representatives who wish to meet with an Employee during work hours shall submit a request for Union leave under **Article 7.05**. However, the deadline for submitting the request is reduced to twelve (12) hours before the meeting.
- 7.26** The Employer may grant time off to a Union Representative to accompany an Employee to a meeting called by the Employer or agreed upon by the Parties. However, the deadline for submitting the request is reduced to twelve (12) hours before the meeting.

General Meeting

- 7.27** Twice (2) per Agreement Year, after notifying Human Resources at least ten (10) Working Days in advance, the Employer shall authorize Employees to leave work with no loss of Salary for up to one and one-half (1.5) hours, including travel, to attend the Union's General Meeting if it is held during regular work hours. Continuity of services must be ensured, where applicable.

PART III – Hiring and Employment Relationship

Chapter 8 – Probation

- 8.01** The probationary period for the first contract of an Employee is twelve (12) months (260 Days) worked.
- 8.02** The Employer may extend the probation by a number of Days equal to the number of Days of absence.
- 8.03** The duration of the probation for a Part-time Employee is as provided for in **Article 8.01**, extended in proportion to the Employee’s regular work schedule.
- 8.04** An Employee with a contract of less than twelve (12) months will continue the probation over subsequent contracts.
- 8.05** If an Employee has not been evaluated by their Research Supervisor, the probation will be considered successful.
- 8.06** The Employer may terminate the employment if the probation is not successful. The Employee may not contest the Employer’s decision nor avail themselves of a Grievance or arbitration.
- 8.07** An Employee on probation is entitled to all the benefits set out in this Collective Agreement, except where indicated otherwise.

Chapter 9 – Selection and Hiring

- 9.01** The Research Supervisor selects the person they feel best meets the job requirements, based on the criteria the Research Supervisor deems appropriate.
- 9.02** An Employee awarded a fixed-term contract cannot be selected for another fixed-term contract while the need for the filled position exists. However, the Employee may obtain another fixed-term contract at any time upon agreement with their current and future Research Supervisors.
- 9.03** Notwithstanding **9.02**, a Part-time Employee may be selected for another contract if the total number of contracts does not exceed an average of forty (40) hours a week.
- 9.04** Within twenty (20) Working Days of the selected candidate’s appointment, the Employer shall inform the Union of the selected candidate’s name.
- 9.05** The hiring shall be confirmed by a document that includes the following:
- a. job title;
 - b. average number of hours;
 - c. Salary;
 - d. start date;
 - e. expected term of employment, if known.

9.06 The Employee shall, as a condition of hiring and continued employment, provide the documents and meet the qualification criteria set out in the policy for postdoctoral fellows and remain, at all times, eligible to work in Canada.

Chapter 10 – Termination and Resignation

10.01 A Research Supervisor terminating an Employee’s contract shall provide written notice

10.02 based on length of service, as follows:

Length of continuous employment	Notice required
Three (3) months to one (1) year	Three (3) weeks
More than one (1) year	Five (5) weeks

10.03 A Research Supervisor who does not provide a notice of termination or whose notice is too short shall pay the Employee compensation in lieu of notice that is equivalent to their Salary for a period equal to that of the termination notice or the remaining notice to which they were entitled.

10.04 No notice of termination applies to an Employee:

- a) who does not have three (3) months of continuous service;
- b) whose contract for a fixed duration or for a given project is expiring;
- c) who has committed serious misconduct;
- d) whose layoff or contract termination is due to force majeure.

10.05 An Employee who wishes to resign must do so in writing to the Research Supervisor and the Human Resources Department and provide reasonable notice.

10.06 An Employee who wishes to obtain a Record of Employment must make a request to the Payroll Department.

PART IV – Working Conditions

Chapter 11 – Hours of Work

- 11.01** The length of the work week depends on the requirements of the research project, the nature of the duties performed, and the professional commitments of the Employee. The Employee may be asked to take part in research-related professional activities outside their regular hours of work.
- 11.02** Upon agreement with the Research Supervisor, an Employee may work part-time or reduce the normal work week to allow for other professional activities, such as teaching. The contract is then adjusted accordingly.

Distribution of Hours

- 11.03** The hours of work are one hundred and sixty (160) hours spread over a four (4)-week period and, in general, the hours are between 8 a.m. and 6 p.m. Monday to Friday. A different schedule could be agreed upon, according to the needs of the research project.
- 11.04** The base period for distributing work hours and calculating overtime is thirteen (13) successive four (4)-week periods commencing with the first pay period following June 1 of each year, as provided in **Appendix 3 – Distribution of Hours**.

Overtime

- 11.05** Employees who voluntarily perform tasks outside their regular schedule shall do so without requiring compensation.
- 11.06** Whenever an Employee is specifically asked by their Research Supervisor to work more than one hundred and sixty (160) hours within the period stipulated in **11.04**, these hours are compensated with time off at time and a half (1.5) starting with the one hundred sixty-first (161st) hour. However, upon approval by the Research Supervisor, they may be compensated with pay equivalent to time and a half (1.5).
- 11.07** The Employee and the Research Supervisor shall agree on the time when hours accrued in time off are to be taken. Hours thus accumulated and not taken in lieu are paid at the end of each contract, or at the payday following June 1 of each year.

Chapter 12 – Intellectual Property

- 12.01** Current institutional directives and policies governing intellectual property shall apply.
- 12.02** Any changes to these directives and policies shall be in accordance with ÉTS policies and rules regarding intellectual property.
- 12.03** The Employer shall inform the Union about any changes to directives or policies governing intellectual property.

Chapter 13 – Workplace Harassment

- 13.01** The Parties shall work together to foster a workplace free of psychological harassment. To this end, the Parties may discuss any harassment-related issue, including preventive measures.
- 13.02** Any person who wishes to report harassment or file a complaint must do so according to the procedures in effect.
- 13.03** The Parties recognize the definition of psychological harassment in the *Act respecting labour standards* as amended from time to time, which includes behaviour in the form of verbal comments, actions or gestures of a sexual nature.
- “Psychological harassment” means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee. For greater certainty, psychological harassment includes such behaviour in the form of such verbal comments, actions or gestures of a sexual nature.
- A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.
- 13.04** The Employer shall take reasonable action to prevent psychological harassment and, whenever it becomes aware of such behaviour, to put a stop to it.

Chapter 14 – Occupational Health and Safety

- 14.01** The Union, Employees, Research Supervisors and the Employer shall cooperate to promote compliance with all applicable occupational health and safety rules and regulations.
- 14.02** The Employer shall take the necessary measures to protect the health and ensure the safety and physical integrity of Employees, in accordance with the applicable legislation and regulations.
- 14.03** Employees shall comply with all applicable health and safety policies, rules and regulations.
- 14.04** One (1) Union Representative is delegated to the Health and Safety Committee.
- 14.05** The Employer shall release the Union’s Health and Safety Committee delegate, in particular to attend Committee meetings as provided for in **Chapter 7 – Union Leave and Joint Committees**.
- 14.06** The Health and Safety Committee adopts any procedure it considers appropriate for its internal management.
- 14.07** Employees who observe any contravention of the health and safety regulations shall report it to the person designated by the Employer and the Union member of the Health and Safety Committee. If the problem is not resolved satisfactorily, the matter may be referred to the Health and Safety Committee by the Union Representative.
- 14.08** The Employer shall provide Employees with an adequate first aid kit stored in a readily accessible location at all times.
- 14.09** The Employer shall ensure first aid during working hours and shall arrange transportation to a hospital centre, where possible, at its own expense for an Employee whose condition requires it.

14.10 If protective devices or equipment are required, the Employer shall provide them and retain ownership thereof.

14.11 Where required, the Employer shall post prominently, or in the appropriate locations, the safety standards and regulations and the emergency instructions for the facilities, equipment and products.

14.12 Employees who are exposed to specific health risks may be required to undergo a medical examination.

When such examination is required by law or by the Employer, the Employer shall cover its cost. The examination will take place during regular working hours with no loss of regular Salary to the Employee.

14.13 Under the *Act respecting occupational health and safety*, Employees have the right to refuse to perform work if they have reasonable grounds to believe that the performance of this work would endanger their health, safety or physical well-being or may similarly endanger another person. The Employee may not exercise this right if the refusal to perform such work immediately places the life, health, safety or physical integrity of another person in imminent danger or if the conditions for performing this work are inherent in the kind of work the Employee does.

14.14 Nothing in this Chapter may be construed as a waiver by an Employee, the Union or the Employer of their rights under the *Act respecting industrial accidents and occupational diseases* (CQLR c. A-3.001), the *Act respecting occupational health and safety* (CQLR c. S-2.1) or any other applicable health and safety regulation.

Chapter 15 – Technological Change

15.01 The Employer shall cover the cost of all training it requires for technological changes.

PART V – Pay and Benefits

Chapter 16 – Salaries

- 16.01** Article 16.05 does not apply to an Employee whose remuneration for research in a single Agreement Year is derived in part from Alternative Funding. An Employee in this situation shall declare to the Human Resources Department and to the Research Supervisor, as soon as possible, any Alternative Funding obtained and submit any supporting documentation.
- 16.02** A supplement to the Alternative Funding may be paid at the discretion of the Research Supervisor, in which case the Salary paid is subject to the annual increase provided for in **16.06**.
- 16.03** When an Employee obtains Alternative Funding during a contract, the Salary is then adjusted after discussion with the Employee to reflect the receipt of such funding. The sum of the adjusted Salary and the Alternative Funding cannot be less than the Salary paid prior to obtaining the funding. However, the term of the contract is not changed.

Compensation

- 16.04** The Salary of an Employee is paid from the Research Funds of a Research Supervisor.
- 16.05** The Research Supervisor determines the Salary of the Full-time Employee, which may not be less than the following amounts:

	Annualized Average
Effective date	\$37,000
June 1, 2024,	\$38,000
June 1, 2025,	\$39,000

- 16.06** When the Collective Agreement comes into force, the Employee's Salary will increase by two percent (2 %). On June 1, 2024, the Employee's Salary will increase by two point two five percent (2.25 %). On June 1, 2025, the Employee's Salary will increase by two point four percent (2.4 %). However, the Research Supervisor may grant a higher salary increase by taking into consideration the work accomplished, experience or any additional education acquired in the last year.
- 16.07** The Research Supervisor may grant a discretionary allowance or bonus of up to five percent (5 %) of the Employee's Salary. The Research Supervisor determines the amount and terms of application of this bonus.
- 16.08** The hourly rate for a Part-time Employee cannot be less than the annualized Salary provided for in **Article 16.05**, divided by 2080.

Payroll Administration

- 16.09** Employees are paid every other Thursday. If a payday coincides with a Statutory Holiday, the Employee is paid on the preceding Working Day. Payment is made by direct deposit in an account in the Employee's name at a Canadian financial institution.
- 16.10** If the Employer makes an error of more than two hundred dollars (\$200.00) in the payroll, it shall make the necessary correction within three (3) Working Days of the Employee's request.
- 16.11** If the Employer makes an error of less than two hundred dollars (\$200.00), or an error on an item other than Salary, it shall make the necessary correction at the subsequent pay period, provided that the Employee has sent a request within the required time.
- 16.12** In the event of an overpayment, the Employer shall reach an agreement with the Employee on the terms and conditions for repayment. If no agreement is reached, the amount is deducted or refunded over a period not to exceed eight (8) weeks unless the amount is greater than ten percent (10 %) of the gross amount of the Employee's pay.
- 16.13** New Employees receive their first pay no later than twenty (20) Working Days after their start date.

Chapter 17 – Group Insurance and Other Benefits

- 17.01** To compensate for the lack of a group insurance plan and other benefits, the Employer shall pay Employees an allowance equal to three percent (3 %) of Salary at each pay period.

Chapter 18 – Pension Plan

- 18.01** Employees shall have access to a group registered retirement savings plan (RRSP).
- 18.02** Each Employee may contribute to the group RRSP through salary deductions, subject to the applicable tax limits and rules.
- 18.03** The Employer shall contribute an amount equal to the Employee contribution up to a maximum of three percent (3 %) of the Employee's salary, subject to the applicable tax limits.
- 18.04** Once the Employer has selected the administrator of the group RRSP, or if the administrator is subsequently changed, the Employer shall notify the Employees and the Union.

Chapter 19 – Employee Assistance Program

- 19.01** The Employer agrees to provide Employees with an Employee Assistance Program.

Chapter 20 – Training Activities

- 20.01** The Employer undertakes to participate in the development of Employee skills by allotting a minimum of zero point seven five percent (0.75 %) of Employee payroll to eligible training expenditures.

20.02 The terms and conditions for establishing the payroll and eligible training expenditures are those set out in the *Act to promote workforce skills development and recognition, CQLR c D-8.3*, and its regulations, as amended from time to time. All formal activities (courses, presentations, conferences, etc.) and informal activities (exchanges, conventions, internships, meetings, visits, etc.) for the purpose of training and developing Employees are eligible.

20.03 An Employee who, at the express request of the Research Supervisor, attends training activities in order to acquire or improve skills, knowledge or abilities directly related to the job or made necessary by technological change shall be reimbursed for expenses incurred for these activities.

20.04 Group training and activities offered by the Employer are also offered to Employees.

Chapter 21 – Work-related Expenses

21.01 Any tools required by the Employer for the Employee's work shall be paid for by the Employer.

21.02 The Employer shall provide Employees with any uniform or special clothing it requires them to wear, at no cost.

21.03 Employees shall obtain the written agreement of the Research Supervisor before tacitly or formally incurring any expenses. The Research Supervisor is responsible for authorizing and covering expenses.

Chapter 22 – Travel, Accommodation and Meal Expenses

22.01 Any Employee who travels at the Employer's request will be reimbursed for travel, transportation and accommodation expenses in accordance with the Employer's policy.

22.02 Employees who, at the Research Supervisor's express request, provide work outside Quebec or travel for activities specifically related to their job shall be paid their straight rate for up to eight (8) hours per Day.

22.03 Employees who, at the Research Supervisor's express request, travel outside of Canada shall be granted one day of rest without loss of Salary for each six (6) hours of time zone difference.

PART VI – Leaves, Absences and Vacation

Chapter 23 – Vacation

- 23.01** The reference year is a period of twelve (12) consecutive months during which an Employee progressively acquires vacation credit. This period extends from June 1 of the previous year to May 31 of the current year.
- 23.02** At the end of a reference year, an Employee is entitled to a vacation bank equal to eight percent (8 %) of the regular time worked with pay during the reference year, but not to exceed four (4) continuous weeks.
- 23.03** Vacation pay is eight percent (8 %) of the Employee's Salary during the reference year.
- 23.04** For each vacation Day, the Employee receives the amount of accrued vacation pay divided by the length of the accrued vacation. The Employee receives vacation pay according to the frequency and terms applicable to the regular payment of Salary.
- 23.05** A Part-time Employee may not have more vacation weeks than a Full-time Employee.
- 23.06** An Employee who, during a reference year, is absent for any of the following reasons shall accrue vacation time and vacation pay in the same manner as they would have but for the absence, for the following durations:
- a) Sick leave
Employees absent from work under section 79.1 of the *Act respecting labour standards* accrue for the first six (6) consecutive months of their absence.
 - b) Maternity, paternity and adoption leave
Accrual continues for the duration of the Employee's maternity, paternity or adoption leave.
- 23.07** Employees shall submit vacation requests to their Research Supervisor, taking into account the nature and needs of their research projects and the activities of other members of the unit or research team. The request must be approved by the Research Supervisor.
- 23.08** Each vacation must be confirmed at least four (4) weeks in advance.
- 23.09** The period between the fifteenth (15th) of June and Labour Day is considered the normal vacation period.
- 23.10** On arrangement with the Research Supervisor, Full-time Employees may take their vacation non-consecutively and split it into several weeks. They may also split vacation weeks into vacation days.
- 23.11** Employees shall report their vacation time in the Employer's information system.
- 23.12** Vacation accrued during the previous reference year must be taken during the current reference year. Vacation may not be replaced by extra pay.
- 23.13** Unused vacation will be paid and liquidated at the end of a contract unless the Employee, at least ten (10) Working Days prior to the end of the contract, requests that it be banked by the ÉTS. Banked vacation time will be credited to the Employee if that person is granted a new contract by the thirty-first (31st) of May of the current year. In all cases, unused vacation is paid and liquidated at the end of the current reference year to any Employee who does not have a contract in effect at that time.

23.14 In the event of resignation or permanent termination, the Employer shall pay the Employee for unused accrued vacation.

Chapter 24 – Other Leave

24.01 When Employees must be absent for one of the reasons set out in this Chapter, they must inform their Research Supervisor as soon as possible and provide proof or confirmation of the situation.

24.02 Employees shall report absences or leaves taken under this Chapter in the Employer's information system.

Sick Leave and Family Responsibility Leave

24.03 This section does not apply in cases of occupational injury within the meaning of the *Act respecting industrial accidents and occupational diseases*.

24.04 Employees who are unable to work because of illness or family reasons may be absent for up to seven (7) Days per Agreement Year with no reduction in Salary.

24.05 The Employee is allotted two (2) Days at the beginning of the Agreement Year or at the first contract obtained in the Agreement Year, and one (1) additional Day after each one hundred and sixty (160) hours worked, up to a maximum of seven (7) Days per Agreement Year.

24.06 Unused Days are retained at the end of each contract and are credited to the Employee, if the latter obtains a new contract before the end of the Agreement Year. Unused Days are non-cashable. They are liquidated, without pay, on the date of resignation of an Employee or at the end of the Agreement Year.

24.07 It is understood that these leaves include all those granted under sections V.0.1 and V.1 of the *Act respecting labour standards* as amended from time to time.

24.08 The Employer may require an attending physician's statement or a medical certificate with a diagnosis, neither of which is at the Employer's expense.

24.09 When an Employee undergoes a medical examination at the request of the Employer, the Employer shall assume the cost thereof, unless the Employee fails to attend or cooperate in the medical examination, in which case the Employee shall assume the cost. This examination is done during working hours; the Employee shall not suffer any loss of Salary for the absence. If the examination takes place outside working hours, the Employee is paid as though at work.

24.10 If the Employer's doctor and the Employee's doctor have conflicting opinions as to the nature of the disease, disability or accident, the date of return to work, work restrictions or any other medical aspect, the Parties may jointly appoint a third (3rd) physician, whose decision may not be appealed. The fees and expenses of said physician shall be shared equally by the Parties, unless the Employee fails to attend or cooperate in the medical examination, in which case the Union shall bear the cost.

24.11 The Employer shall treat medical certificates and the results of medical examinations confidentially.

24.12 Employees are not required to disclose to the Research Supervisor the nature of their illness or injury, or the diagnosis appearing on the medical certificate.

Legal Leave

24.13 An Employee called to serve as a juror or testify in a trial in which they are not a party shall be granted leave of absence without pay. The Employee shall send copies of the summons to the Research Supervisor and the Human Resources Department.

24.14 If the Employee's presence is required at a civil, administrative or judicial tribunal or during a trial in which the Employee is one of the parties involved, the Employee may use the days of leave provided for in this Collective Agreement, including vacation, or take leave without pay. The Employee shall send copies of the summons, or proof that the Employee is a party to the trial, to the Research Supervisor and the Human Resources Department.

Bereavement Leave

24.15 An Employee may be absent from work, without loss of Salary, for five (5) consecutive Working Days upon the death of:

- a) the Employee's Spouse;
- b) the Employee's child;
- c) the Employee's Spouse's child.

24.16 An Employee may be absent from work, without loss of Salary, for three (3) consecutive Working Days upon the death of:

- a) the Employee's mother or father;
- b) the Employee's brother or sister;
- c) one of the Employee's in-laws (Spouse's father or mother);
- d) the Employee's brother-in-law or sister-in-law (Spouse's sister or brother).

24.17 An Employee may be absent from work for two (2) consecutive Working Days upon the death of:

- a) a grandchild (a child of one of the Employee's children);
- b) a grandparent (father or mother of the Employee's own parents).

24.18 An Employee may be absent from work for one (1) Working Day upon the death of:

- a) the Employee's uncle or aunt (brother or sister of either parent);
- b) the Employee's son-in-law or daughter-in-law (Spouse of one of the Employee's children).

24.19 Subject to **24.20**, the leave provided for in **24.15** through **24.18** must be taken within fifteen (15) Working Days of the death.

24.20 Within six (6) months of the death, the Employee may use one of the days provided for in **24.15** to **24.18** to attend the funeral, cremation or any other ceremony. If the ceremony is taking place more than one hundred and sixty (160) kilometres from the Employee's place of residence, they shall be entitled to one additional Working Day of leave to attend it.

- 24.21** The Employee may add banked vacation days or leave without pay of up to three (3) consecutive weeks to the bereavement leave.
- 24.22** Bereavement leave shall not be granted if it coincides with any other leave, absence or vacation provided for herein. However, in the event of a death as provided for in **24.15** and **24.16** during the Employee's vacation, the Employee may interrupt their vacation provided the Research Supervisor and the Human Resources Department are notified immediately. The vacation Days may be deferred upon agreement with the Research Supervisor.

Wedding Leave

- 24.23** Employees are entitled to a leave of five (5) consecutive Working Days for their wedding or civil union.

Chapter 25 – Statutory Holidays

- 25.01** To benefit from the paid Statutory Holidays listed in this chapter, an Employee must not have been absent from work without the permission of the Research Supervisor or without good cause on the Working Day preceding or following the Statutory Holiday.
- 25.02** The following Days have been designated as paid Statutory Holidays:
- | | |
|-----------------------------|------------------------------------|
| a) Fête nationale du Québec | h) New Year's Eve |
| b) Canada Day | i) New Year's Day |
| c) Labour Day | j) Day after New Year's Day |
| d) Thanksgiving | k) Good Friday |
| e) Christmas Eve | l) Easter Monday |
| f) Christmas Day | m) Journée nationale des Patriotes |
| g) Boxing Day | |
- 25.03** An Employee is also entitled to two (2) Days off with pay between Christmas and New Year's Day, on dates determined each year by the Employer.
- 25.04** For each paid Statutory Holiday, the Employer shall pay the Employee an amount equivalent to one twentieth (1/20) of the Salary earned during the four (4) complete pay weeks preceding the week of the holiday.
- 25.05** Except in the case of the Fête nationale du Québec, if an Employee is required to work on a Statutory Holiday, the Employer, in addition to paying the Salary for the work performed, shall pay the Employee the indemnity provided for in **25.04** or grant the Employee one Day of compensatory time off. The time off must be taken at a date agreed on with the Research Supervisor.
- 25.06** If an Employee is on vacation on a Statutory Holiday or if it does not coincide with the Employee's regular work schedule, the Employer shall pay the Employee the allowance provided for in **25.04** or grant the Employee one Day of compensatory time off, to be taken at a date agreed upon with the Research Supervisor.
- 25.07** If the Statutory Holiday falls on a Saturday or Sunday, it is observed on the preceding or following Working Day, as determined by the Employer.

Chapter 26 – Parental Rights

Section I: General

- 26.01** This Chapter shall not give Employees any financial or other benefit that they would not have received if they had remained at work.
- 26.02** For same-sex female parents, the allowances and benefits granted to a father shall be granted to whichever of the two mothers did not give birth to the child. In the case of a surrogacy arrangement without adoption, any Employee whose name appears on the birth certificate and who did not give birth to the child shall be entitled to the allowances and benefits granted to a father.
- 26.03** If leave is granted to one Spouse only, this restriction shall be in effect if the other Spouse is also a university, public or parapublic sector Employee.

Section II: Maternity Leave

- 26.04** A pregnant Employee shall be entitled to a maternity leave of twenty (20) consecutive weeks.
- An equivalent leave shall be granted to the Employee in the case of a termination of pregnancy from the beginning of the twentieth (20th) week of pregnancy.
- 26.05** As soon as possible, but no later than two (2) weeks prior to the start of the leave, the Employee shall notify the Research Supervisor and the Human Resources Department of the probable dates of her absence on maternity leave. The notice shall be accompanied by a medical certificate or a written report signed by a midwife certifying the pregnancy, and shall state the anticipated delivery date.
- Shorter notice is possible with a medical certificate stating that the Employee must leave her position earlier than anticipated. If an unforeseen circumstance arises, the Employee shall not be required to submit formal notice, provided Human Resources receives a medical certificate stating that she must leave her position immediately.
- 26.06** The Employee shall determine the distribution of her maternity leave, pre- and post-delivery, which includes the Day of the delivery or termination of pregnancy. However, the leave may not begin prior to the sixteenth (16th) week before the anticipated delivery date.

Maternity Leave Allowance

- 26.07** Maternity leave allowance shall be paid only as a supplement to Québec Parental Insurance Plan (QPIP) benefits or as payment during a pregnancy-related work stoppage for which the Québec Parental Insurance Plan provides no benefits.
- 26.08** An Employee who has accumulated twenty (20) weeks of service as a postdoctoral fellow immediately before the start of her maternity leave and has applied and been declared eligible for Québec Parental Insurance Plan benefits shall be entitled during her maternity leave to receive:
- a) for each week in which she is receiving Québec Parental Insurance Plan benefits, a top-up payment equivalent to the difference between ninety-three percent (93 %) of her weekly Salary and the amount of the Québec Parental Insurance Plan benefits she is receiving;
 - b) for each week following the period covered in clause a), an allowance equivalent to ninety-three percent (93 %) of her weekly Salary until the end of the twentieth (20th) week of her

maternity leave.

For the purposes of this section, the top-up payment shall be based on the Québec Parental Insurance Plan benefits that an Employee 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 provincial legislation.

- 26.09** Employees who are not eligible for Québec Parental Insurance Plan benefits shall be disqualified from receiving any allowance provided for in this section. However, an Employee who has accumulated twenty (20) weeks of work as a postdoctoral fellow and is not eligible for the Québec Parental Insurance Plan shall be entitled to an allowance equivalent to ninety-three percent (93 %) of her weekly Salary for twelve (12) consecutive weeks.
- 26.10** The maternity leave allowance provided for in **26.08** shall be paid only as a top-up to Québec Parental Insurance Plan benefits or, in the cases provided for in **26.07**, as payment during a period of maternity leave for a pregnancy that is not covered by the Québec Parental Insurance Plan.

In either case provided for in this section:

- 26.11** The allowance shall be paid every two (2) weeks, but in the case of Employees eligible for the Québec Parental Insurance Plan, the first payment shall not be payable until fifteen (15) days after Human Resources has received proof that the Employee is receiving benefits under QPIP. For the purposes of this section, a benefit payments statement is considered proof, as is the information provided by the Conseil de gestion de l'assurance parentale in an official statement. If the Employee is not eligible for the Québec Parental Insurance Plan, she shall provide Human Resources with a notice to this effect issued by the Québec Parental Insurance Plan.

Section III: Adoption Leave

- 26.12** Employees who legally adopt a child other than their Spouse's child shall be entitled to adoption leave without pay of up to twenty (20) continuous weeks, provided their Spouse is not receiving other adoption benefits.
- 26.13** The leave set out in **26.12** shall begin in the week during which the child is actually placed with the Employee, or at another time agreed on with the Research Supervisor. In the case of an adoption outside Quebec, the leave may begin at the earliest two weeks before the child's arrival in Quebec.
- 26.14** To obtain the adoption leave, the Employee shall, where possible, give the Research Supervisor and Human Resources written notice at least two (2) weeks before the departure date. This notice must be accompanied by satisfactory proof of the child's placement date.

Adoption Leave Allowance

- 26.15** Adoption leave allowance shall be paid only as a supplement to Québec Parental Insurance Plan benefits or as payment during an adoption-related work stoppage for which the Québec Parental Insurance Plan provides no benefits.
- 26.16** Employees who have accumulated twenty (20) weeks of service as a postdoctoral fellow and have applied and been declared eligible for Québec Parental Insurance Plan benefits shall be entitled during their adoption leave provided for in **26.12** to receive a top-up payment equivalent to the difference between ninety-three percent (93 %) of their regular Salary and the amount of the Québec Parental Insurance Plan benefits they are receiving.

This top-up allowance shall be based on the Québec Parental Insurance Plan benefits that an Employee 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.

The allowance shall be paid every two (2) weeks, but in the case of Employees eligible for the Québec Parental Insurance Plan, the first payment shall not be payable until fifteen (15) days after the Employer has received proof that the Employee is receiving QPIP benefits. For the purposes of this section, a benefit payments statement is considered proof, as is the information provided by the Conseil de gestion de l'assurance parentale in an official statement. An Employee who is not eligible for the Québec Parental Insurance Plan shall provide Human Resources with a notice to this effect issued by the Québec Parental Insurance Plan.

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

- 26.17** Employees who are not eligible for Québec Parental Insurance Plan benefits shall be disqualified from receiving any allowance provided for in this section. However, Employees who have accumulated twenty (20) weeks of service as a postdoctoral fellow and are not eligible for the Québec Parental Insurance Plan shall be entitled to an allowance equivalent to ninety-three percent (93 %) of their weekly Salary for twelve (12) consecutive weeks.

Section IV: Paternity Leave

- 26.18** An Employee whose Spouse is expecting a baby shall be entitled, on written request, to paid paternity leave of up to one (1) week. This leave shall be taken between the start of the delivery and the fifteenth (15th) day following the mother's or the child's return home.

- 26.19** When his child is born, a postdoctoral fellow shall also be entitled to a paternity leave with a top-up allowance of no more than five (5) consecutive weeks. Such leave shall end no later than seventy-eight (78) weeks after the week of the birth.

Paternity leave may be taken on written notice to the Research Supervisor at least two (2) weeks before the start of the leave and shall state the anticipated start and return dates of the leave. This notice may be shorter if the child is born before the anticipated date of birth.

- 26.20** Postdoctoral fellows who have accumulated twenty (20) weeks of service as a postdoctoral fellow and have applied and been declared eligible for Québec Parental Insurance Plan benefits shall be entitled during their paternity leave provided for in **26.19** to receive a top-up payment equivalent to the difference between ninety-three percent (93 %) of their regular Salary and the amount of the Québec Parental Insurance Plan benefits they are receiving.

This top-up allowance shall be based on the Québec Parental Insurance Plan benefits that the Employee 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.

The allowance shall be paid every two (2) weeks, but in the case of Employees eligible for the Québec Parental Insurance Plan, the first payment shall not be payable until fifteen (15) days after Human Resources has received proof that the Employee is receiving benefits under QPIP. For the purposes of this section, a benefit payments statement is considered proof, as is the information provided by the Conseil de gestion de l'assurance parentale in an official statement. An Employee who is not eligible for the Québec Parental Insurance Plan shall provide Human Resources with a

notice to this effect issued by the Québec Parental Insurance Plan.

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

- 26.21** Employees who are disqualified from receiving or ineligible for Québec Parental Insurance Plan benefits shall also be disqualified from receiving any allowance provided for in **26.20**.

Section V: Parental Leave without Pay

- 26.22** Maternity, paternity and adoption leaves may be extended by parental leave without pay of up to sixty-five (65) weeks. The Employee may determine how to apportion the parental leave, which must end no later than seventy-eight (78) weeks after the child's birth or, in the case of adoption, after the week in which the Employee is given custody of the child.

- 26.23** Parental leave may be taken on written notice to the Research Supervisor and Human Resources at least two (2) weeks before the start of the leave and shall state the anticipated start and return dates of the leave.

- 26.24** Employees who wish to end their leave prior to the scheduled date shall send their Research Supervisor written notice of their intention at least thirty (30) days before the date of their return.

PART VII – Litigation

Chapter 27 – Discipline

27.01 Employees may receive a written disciplinary measure, be suspended or be dismissed, depending on the gravity and frequency of the offence in question.

27.02 When the Employer becomes aware of facts that may warrant disciplinary action, it may summon the Employee to a meeting by written notice of at least twenty-four (24) hours.

27.03 Employees called to a meeting by the Employer for disciplinary reasons may, if they wish, be accompanied by a Union observer.

27.04 The Employer may call the Employee to more than one meeting if necessary.

27.05 When the Employer decides to discipline an Employee, it shall notify the Employee in writing of the disciplinary action to be taken and the reasons for it within twenty-five (25) Working Days of the Employer's knowledge of the incident, except in the case of an alleged criminal offence.

27.06 No disciplinary action of which an Employee has not been informed in writing may be introduced as evidence during arbitration.

27.07 Nothing in this Chapter shall be construed as limiting the Employer's authority to impose non-disciplinary, administrative or interim measures on the Employee, including suspension for investigation.

27.08 The time limits provided for in this Chapter are suspended if the Employee is not able or available to attend a meeting or receive a disciplinary action due, in particular, to an absence provided for in this Agreement. The time limits are also suspended when the Employee is no longer under contract.

27.09 Notices of disciplinary action under this Chapter shall be sent to the Employee's ÉTS email address.

27.10 All time limits set forth in this Chapter may be extended by written agreement between the Parties.

27.11 Any disciplinary measure placed in an Employee's record shall be removed if, in the eighteen (18) months worked after the disciplinary action, no similar infraction is committed.

27.12 Any disciplinary action overturned by the arbitrator shall be removed from the record.

27.13 The time limits provided for in this Chapter are suspended from the Quebec Fête nationale to Labour Day of each year.

Chapter 28 – Grievance Procedure

28.01 The Parties sincerely wish to resolve any Grievances between them fairly and promptly.

28.02 Nothing in this Chapter shall be construed as preventing an Employee from discussing any labour relations issue with the Research Supervisor, and vice versa, prior to invoking the Grievance procedure.

28.03 A Grievance shall be filed in writing to the other Party and include a clear summary of the underlying facts to identify the nature and scope of the dispute, the name of the Employee involved, the clause(s) of the Collective Agreement allegedly violated, and the remedy sought. In addition, the Grievance shall be sequentially numbered and signed.

28.04 A technical error in a Grievance filing shall not invalidate it and may be rectified through an amendment sent to the other Party as soon as possible.

28.05 Any settlement reached in a Grievance shall be recorded in a written agreement between the Parties.

28.06 All Union Grievances shall be emailed to the Human Resources Department and to the Employee's Research Supervisor no later than twenty (20) Working Days after the event or incident comes to light, and no later than one hundred and eighty (180) days following its occurrence.

28.07 The Parties shall attempt to resolve Grievances to their mutual satisfaction and as expeditiously as possible. In particular, they may discuss them during meetings of the Labour Relations Committee (LRC).

28.08 If a Grievance has not been responded to by the other Party or is not settled within twenty (20) Working Days after its filing, it may be referred to arbitration as per the provisions of **Chapter 29 – Arbitration**.

28.09 The deadlines set out in this Chapter shall be compulsory unless the Parties decide, by mutual agreement, to change them. However, they are suspended from the Quebec Fête nationale to Labour Day of each year.

Chapter 29 – Arbitration

29.01 The Party that filed the grievance may refer it to arbitration within forty-five (45) Working Days of the deadline set out in **28.08**.

29.02 A Grievance not referred to arbitration within the deadline shall be deemed abandoned.

29.03 The Parties shall give precedence to cases of suspension or dismissal when setting arbitration dates.

29.04 The Parties agree to designate one arbitrator within ten (10) Working Days of the submission to arbitration.

29.05 The Party that filed the Grievance shall inform the arbitrator of his or her appointment. If it is impossible to agree on an arbitrator, the Party shall ask the Ministère du Travail, de l'Emploi et de la Solidarité sociale to appoint one.

29.06 The arbitrator may proceed *ex parte* if either Party is not present on the day of the arbitration.

29.07 The arbitrator's fees and expenses shall be shared equally between the Parties.

29.08 In disciplinary matters, the arbitrator may uphold, amend or quash the Employer's decision. If necessary, the arbitrator may replace the Employer's decision with one he or she feels is fair and reasonable in light of all of the circumstances of the case.

29.09 The arbitrator must first uphold the letter of the agreement and then, if necessary, its intention; the arbitrator may not add anything to, delete anything from or modify anything in the agreement.

29.10 In the case of a resignation, the arbitrator may evaluate the circumstances surrounding the Employee's resignation and the value of the consent.

PART VIII – Miscellaneous

Chapter 30 – Strikes or Lockouts

- 30.01** The Parties agree that no strike or lockout shall take place during the term of this agreement.
- 30.02** The Union shall not order, encourage or support any work slowdown for the purpose of reducing the normal performance of Employees.

Chapter 31 – Miscellaneous and Transitional Measures

- 31.01** The Employer shall set up administrative tools and mechanisms to support the implementation of agreed-upon changes within ninety (90) Days following the effective date of the Collective Agreement. All Employee rights set out in the Collective Agreement shall be maintained during this transitional period, and the effects of the Collective Agreement shall be retroactive to its effective date.
- 31.02** The Group RRSP shall be implemented within one hundred and twenty (120) days of the effective date of the Collective Agreement. The Employer shall consult with the Union regarding the selection of a Group RRSP administrator.
- 31.03** As of the effective date of the Collective Agreement, notwithstanding **16.01**, the sum of the Full-time Employee's Salary and Alternative Funding shall be at least \$37,000 annually. Adjustments apply to Part-time Employees.
- 31.04** As of the effective date of the Collective Agreement, notwithstanding **16.06**, if the Full-time Employee's salary is less than \$37,000 annually, it shall be increased by two percent (2 %) or increased to \$37,000 annually, whichever is more advantageous. The adjustments also apply to Part-time Employees.
- 31.05** The accumulation of vacation and vacation pay provided for in **Chapter 23 – Vacation** shall be applicable as of June 1, 2023. Between the effective date of the Collective Agreement and May 31, 2023, vacation pay equal to eight percent (8 %) of the Employee's Salary shall be paid with each pay.
- 31.06** All Employees with a valid contract on the effective date of the Collective Agreement shall be deemed to have successfully completed the probationary period provided for in **Chapter 8 – Probation**. Other Employees, whether previously employed at ÉTS or not, shall be required to complete a probationary period.
- 31.07** The staggered hours provisions in **Chapter 11 – Hours of Work** shall take effect on June 5, 2023.
- 31.08** The Parties undertake to establish a joint committee tasked with developing and implementing a separate pay equity program for Employees in the bargaining unit, in accordance with the provisions of the *Pay Equity Act*. The Committee work shall begin no later than three (3) months after the effective date of the Collective Agreement and shall be completed during the term thereof.
- 31.09** In the event of organizational or administrative changes resulting in a change in the terminology, persons or departments designated in this Collective Agreement, the Employer shall notify the Union of the new persons or departments responsible and of the new names used.

Chapter 32 – Term of Collective Agreement

32.01 This appended Collective Agreement is effective as of the date of the award of the undersigned arbitrator, March 21, 2023, and is not retroactive except where provided for in certain clauses. It will expire on March 20, 2026.

TRIBUNAL ADMINISTRATIF DU TRAVAIL
(Division des relations du travail)

Région : Montréal
Dossiers : CM-2020-2156
Dossiers accréditation : AM-2002-2052
Montréal, le 22 avril 2020

AGENT DE RELATIONS DU TRAVAIL : François Doray

Alliance de la fonction publique du Canada (AFPC)
Partie demanderesse

c.

École de technologie supérieure
Employeur

DÉCISION

[1] Le 20 juin 2019, **Alliance de la fonction publique du Canada (AFPC)** dépose une requête en vertu de l'article 25 du *Code du travail*¹ (le Code), pour représenter, chez l'employeur :

« Tous les professionnels et stagiaires postdoctoraux salariés au sens du Code du travail du Québec dont la rémunération provient d'un fonds de recherche. »

[2] L'employeur et la partie demanderesse se sont entendus sur l'unité de négociation décrite :

¹ RLRQ, c. C-27.

« Tous les stagiaires postdoctoraux inscrits à l'École de technologie supérieure, salariés au sens du Code du travail, dont la rémunération provient de subventions ou contrats de recherche ou de fonds non récurrents dédiés à la recherche, à l'exclusion des salariés déjà visés par un autre certificat d'accréditation. »

[3] Cependant, il subsiste un désaccord sur l'inclusion ou non des personnes suivantes dans l'unité de négociation :

NOM(S) :

Mohamed Alkhodary

Soufiane Belharbi

Mohamed Chouak

Fabio Verruck

[4] L'examen du dossier d'accréditation indique que les conditions prévues au Chapitre II du Code sont satisfaites et que la partie demanderesse jouit du caractère représentatif pour l'unité de négociation demandée, peu importe que les personnes sur lesquelles il y a désaccord soient éventuellement incluses dans l'unité de négociation ou qu'elles en soient exclues.

PAR CES MOTIFS, LE TRIBUNAL ADMINISTRATIF DU TRAVAIL :

ACCÉDITE

Alliance de la fonction publique du Canada (AFPC) pour représenter :

« Tous les stagiaires postdoctoraux inscrits à l'École de technologie supérieure, salariés au sens du Code du travail, dont la rémunération provient de subventions ou contrats de recherche ou de fonds non récurrents dédiés à la recherche, à l'exclusion des salariés déjà visés par un autre certificat d'accréditation. »

De : École de technologie supérieure

1100 rue Notre-Dame Ouest

Montréal (Québec) H3C 1K3

Établissement visé :

Tous les établissements



François Doray

Appendix 2 – Application Form

The membership application form is online at: https://afpcquebec.formstack.com/forms/seerets_ets

Appendix 3 – Distribution of Hours

Period	2023–2024	2024–2025	2025–2026
1	June 5 to July 2, 2023	June 3 to 30, 2024	June 2 to 29, 2025
2	July 3 to 30, 2023	July 1 to 28, 2024	June 30 to July 27, 2025
3	July 31 to August 27, 2023	July 29 to August 25, 2024	July 28 to August 24, 2025
4	August 28 to September 24, 2023	August 26 to September 22, 2024	August 25 to September 21, 2025
5	September 25 to October 22, 2023	September 23 to October 20, 2024	September 22 to October 19, 2025
6	October 23 to November 19, 2023	October 21 to November 17, 2024	October 20 to November 16, 2025
7	November 20 to December 17, 2023	November 18 to December 15, 2024	November 17 to December 14, 2025
8	December 18, 2023, to January 14, 2024	December 16, 2024, to January 12, 2025	December 15, 2025, to January 11, 2026
9	January 15 to February 11, 2024	January 13 to February 9, 2025	January 12 to February 8, 2026
10	February 12 to March 10, 2024	February 10 to March 9, 2025	February 9 to March 8, 2026
11	March 11 to April 7, 2024	March 10 to April 6, 2025	March 9 to April 5, 2026
12	April 8 to May 5, 2024	April 7 to May 4, 2025	April 6 to May 3, 2026
13	May 6 to June 2, 2024	May 5 to June 1, 2025	May 4 to 31, 2026