

# COLLECTIVE AGREEMENT

BETWEEN

ÉTS

ÉCOLE DE TECHNOLOGIE SUPÉRIEURE

AND

**SEERÉTS – AAR**

SYNDICAT DES EMPLOYÉES ET EMPLOYÉS DE RECHERCHE DE L'ÉCOLE DE  
TECHNOLOGIE SUPÉRIEURE – UNITÉ DES ASSISTANT(E)S ET ASSOCIÉ(E)S DE  
RECHERCHE

## ATTENTION

Il nous fait plaisir de vous présenter une version traduite de la convention collective des assistant(e)s et associé(e)s de recherche. 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 research assistant or associate. 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 September 10, 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-2002-1312, provided in **Appendix 1 – 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 an individual by a granting agency before the start of the or during the internship;
- 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 **27.02**.

## **2.11 Parties**

Means the Employer and the Union.

## **2.12 Employee**

Means a research assistant or associate 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 Continuous service**

Means the uninterrupted period during which the Employee is bound to the Employer by a contract of employment as a Research Assistant or Research Associate, and the period during which fixed term contracts of more than five (5) days succeed one another without interruption.

The uninterrupted service accumulates even if the performance of work has been interrupted by the absence of the Employee for a reason provided for in this Agreement or because of an employment injury, without cancellation of the contract.

### **2.19 Union**

Refers to the « *Syndicat des employées et employés de recherche de l'ÉTS – unité des assistant(e)s et associé(e)s de recherche* ».

## **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 stagiaires postdoctoraux* ».

#### **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 Leaves**

**7.01** Only Union Representatives are entitled to request a Leave within the meaning of this Chapter for themselves or for another Employee.

**7.02** Subject to the other provisions of this Agreement, the Employer acknowledges that Union Representatives are free to perform their Union duties in an appropriate and reasonable manner during working hours.

**7.03** No Union Leave shall have the effect of prolonging an Employee's employment.

**7.04** The Union shall inform the Employer in writing of the names and Union-related functions of Union Representatives.

**7.05** Barring extraordinary circumstances or a specific time frame provided for in this Chapter, any Request for Leave within the meaning of this Chapter must be sent by the Union Representative to the Research Supervisor of the Employee taking Leave and to the Human Resources Service by electronic means at least three (3) Working days in advance of the Leave. The Request must include the date, the length of the absence and the reason for the Leave, and must not impact the research activities or the proper operation of the Employer's activities.

**7.06** A Request for Leave shall not be refused without valid cause.

- 7.07** A Union Representative who takes a Leave in accordance with **Section 7.13, 7.16, 7.20 or 7.23** shall do so with no loss of Wages.
- 7.08** Once the entire provision has been used, the Employer shall pay the Wages for the Employee on Leave as if the Leave period was time worked, and then invoice the Union for the total cost of the Leave (Wages, bonuses and benefits, deductions at source, as applicable).
- 7.09** The Union shall reimburse the Employer within fifteen (15) Working days of the invoice date.
- 7.10** Provisions that are unused at the end of the Agreement Year are not carried forward.
- 7.11** Employees shall declare all absences and Leaves taken within the meaning of this Chapter in the Employer's computer system.

### **Negotiating Committee**

- 7.12** The Negotiating Committee for the Collective Agreement comprises (3) Union Representatives.
- 7.13** Beginning in the twelfth (12<sup>th</sup>) month prior to the expiration of the Collective Agreement and during the Collective Agreement negotiation period, the Employer shall provide a total provision of twenty-one (21) Leave days for Union Representatives who are members of the Negotiating Committee to prepare for renewal of the Collective Agreement or to attend negotiating sessions.

### **Labour Relations Committee (LRC)**

- 7.14** The mandate of the Labour Relations Committee is to discuss all issues related to employment conditions and to seek the settlement of any disputes, Grievances or questions concerning the application and interpretation of the Collective Agreement and employment conditions.
- 7.15** Before bringing a matter to the Labour Relations Committee for discussion, the Parties encourage Employees to discuss any problem related to labour relations with their Research Supervisor, and vice versa.
- 7.16** The Labour Relations Committee comprises a maximum of three (3) Union Representatives and three (3) Employer's Representatives.
- 7.17** If necessary, individuals may be invited to join the Committee to discuss files that are of common interest.
- 7.18** The Labour Relations Committee can be convened by one or the other of the Parties, subject to advance notice of ten (10) Working days.
- 7.19** The Committee shall meet at least four (4) times per Agreement Year. It shall adopt any procedures it deems appropriate for its internal governance.

### **Health and Safety Committee (HSC)**

- 7.20** The Employer shall authorize a provision of twenty-one hours (21 hrs) of Leave per quarter for the Union Representative who is designated as the Health and Safety Representative.
- 7.21** The Occupational Health and Safety Committee shall adopt any procedures it deems appropriate for its internal governance, in compliance with all applicable laws and regulations.
- 7.22** The functions of the Health and Safety Committee are those stipulated in the Act and the applicable regulations.

## **Other Leaves**

- 7.23** The Employer shall grant Union Representatives a provision of one hundred and forty hours (140 hrs) of Union Leave per Agreement Year to perform other duties arising from the application of the Collective Agreement.
- 7.24** The Employer may authorize an absence from work for a maximum of three (3) Union Representatives for the purpose of administration of Union business. This Leave shall not exceed three (3) Consecutive days.
- 7.25** Union Representatives who wish to meet with an Employee during working hours must submit a Request for Union Leave, in compliance with **Section 7.05**. However, the deadline for submitting the Request is reduced to twelve hours (12 hrs) in advance of the meeting.
- 7.26** The Employer may grant Leave to a Union Representative to accompany an Employee to a meeting convened by the Employer or by the Parties. However, the deadline for submitting the Request is reduced to twelve hours (12 hrs) in advance of the meeting.

## **General Meeting**

- 7.27** Two (2) times per Agreement Year, upon notice submitted to the Human Resources Service at least ten (10) Working days in advance, the Employer shall authorize Employees to be absent from work to attend the General Meeting of the Union for a period not to exceed one hour and thirty minutes (1:30), including travel, with no loss of regular Wages if the General Meeting takes place during regular working hours. Continuous service must be maintained, if required.

## **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 – Job posting**

- 9.01** Posting is mandatory for all full-time jobs lasting more than eight (8) months.
- 9.02** Notwithstanding **Section 9.01**, the Research Supervisor is not required to post a job in the case of extending an Employee's commitment.
- 9.03** Notwithstanding **Section 9.01**, the Research Supervisor is not required to post a job in the case of selecting an individual from the List of Available Employees.
- 9.04** Jobs must be posted on the Employer's website for a period of at least five (5) Working days.
- 9.05** Job postings must indicate at least the following information:
- a. Job title;
  - b. Summary description of duties;
  - c. Normal job requirements;
  - d. Job posting period;
  - e. Conditions for submitting an application;
  - f. The following, for information purposes:
    - i. Name of the Research Supervisor or immediate supervisor;
    - ii. Number of hours;
    - iii. Main work location;
    - iv. Information concerning Wages;
    - v. Anticipated term of employment;
  - g. All other relevant information concerning the job.

## Chapter 10 – Selection and hiring

- 10.01** The Research Supervisor shall determine the appropriate means for selecting the individual they believe will best fulfil the job requirements. However, before hiring a new individual, the Research Supervisor must first consult the List of Available Employees, as described in **Chapter 12 – List of Available Employees**.
- 10.02** An Employee who has received a fixed-term contract cannot be selected for another fixed-term contract while the need for the provided employment remains. However, the Employee may receive another fixed-term contract at any time, subject to agreement with their current Research Supervisor and future Research Supervisor.
- 10.03** Notwithstanding **Section 10.02**, a part-time Employee may be selected for another contract if the accumulated total of the contracts does not exceed an average of forty hours (40 hrs) per week.
- 10.04** Within twenty (20) Working days following the appointment of the selected candidate, the Employer shall inform the Union of the name of the selected candidate.
- 10.05** Hiring shall be confirmed by a document that contains at least the following elements:
- a. Job title;
  - b. Average number of hours;
  - c. Wages;
  - d. Starting date;
  - e. Anticipated term of employment, if known.
- 10.06** As a condition of employment and of maintaining employment, the Employee must provide the required documents and maintain employability status in Canada at all times.

## Chapter 11 – Termination and Resignation

- 11.01** A Research Supervisor terminating an Employee’s contract shall provide written notice.
- 11.02** Notice of termination varies according to the length of continuous service:

Length of continuous employment	Notice required
Three (3) months to one (1) year	Three (3) weeks
More than one (1) year to five (5) years	Five (5) weeks
More than five (5) years to ten (10) years	Seven (7) weeks
More than ten (10) years	Ten (10) weeks

- 11.03** 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.

**11.04** 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.

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

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

## **Chapter 12 – List of Available Employees**

**12.01** The Employer shall maintain a List of Available Employees within the meaning of this Chapter.

**12.02** Employees who have completed their probation period and have completed their contract or have been dismissed must provide the Human Resources Service with an up-to-date curriculum vitae within 10 Working days after termination of their employment in order to be included on the List of Available Employees for a period of twelve (12) months following the date of termination of their contract or their dismissal. The curriculum vitae must include the Employee's personal e-mail address and indicate their areas of expertise or specialization.

**12.03** The Employer may require an Employee to submit their curriculum vitae in a predetermined format, such as the Canadian Common CV.

**12.04** The List of Available Employees, which shall be updated monthly and sent to the Union, shall contain the following information:

- a. Last name and first name;
- b. Most recent job title;
- c. Most recent Research Supervisor;
- d. Starting date;
- e. Ending date.

**12.05** Employees are responsible for ensuring that their contact information submitted to the Human Resources Service is up to date.

**12.06** However, any Employee who refuses two (2) consecutive call-backs or fails to respond within two (2) Working days will have their name removed from the List of Available Employees, unless the Employee's refusal is for reasons related to sickness, accident or paternal leave, in which case, the Employer may require a medical certificate.

**12.07** An Employee may submit a written request to have their name removed from the List of Available Employees. Any Employee who does not provide their curriculum vitae within the proscribed deadlines shall be deemed to have renounced their right to be included on the List of Available Employees.

## **PART IV – Working Conditions**

### **Chapter 13 – Hours of Work**

- 13.01** 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.
- 13.02** 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**

- 13.03** 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.
- 13.04** 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**

- 13.05** Employees who voluntarily perform tasks outside their regular schedule shall do so without requiring compensation.
- 13.06** 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 **13.04**, 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).
- 13.07** 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 14 – Intellectual Property**

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

### **Chapter 15 – Workplace Harassment**

- 15.01** 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.

**15.02** Any person who wishes to report harassment or file a complaint must do so according to the procedures in effect.

**15.03** 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.

**15.04** 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 16 – Occupational Health and Safety**

**16.01** The Union, Employees, Research Supervisors and the Employer shall cooperate to promote compliance with all applicable occupational health and safety rules and regulations.

**16.02** 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.

**16.03** Employees shall comply with all applicable health and safety policies, rules and regulations.

**16.04** One (1) Union Representative is delegated to the Health and Safety Committee.

**16.05** 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**.

**16.06** The Health and Safety Committee adopts any procedure it considers appropriate for its internal management.

**16.07** 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.

**16.08** The Employer shall provide Employees with an adequate first aid kit stored in a readily accessible location at all times.

**16.09** 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.

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

**16.11** 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.



**16.12** 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.

**16.13** 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.

**16.14** 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 17 – Technological Change**

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

## PART V – Pay and Benefits

### Chapter 18 – Wages

- 18.01** Section 18.05 does not apply to Employees for whom the remuneration received for their research work, within the course of a single Agreement Year, derives in part from Alternative Funding. In such a case, the Employee must declare any Alternative Funding received and submit all relevant supporting documents to the Human Resources Service and to their Research Supervisor as soon as possible.
- 18.02** A supplement to the Alternative Funding may be paid at the discretion of the Research Supervisor, in which case, the Wages paid are subject to the annual increase provided for in **Section 18.06**.
- 18.03** When an Employee obtains Alternative Funding during the course of their contract, the Wages shall be adjusted, pursuant to discussions with the Employee, to take into account the Alternative Funding that is obtained. The total of the adjusted Wages and the Alternative Funding obtained must not be less than the Wages paid before the Alternative Funding was obtained. However, the term of the contract remains unchanged.

#### Remuneration

- 18.04** The Employee’s Wages are paid out of the Research Supervisor’s Research Fund.
- 18.05** The Research Supervisor shall determine the Employee’s full-time Wages, which must fall within the following pay scale:

Research Assistant		
	Annualized minimum	Annualized maximum
Effective date	\$52,000 or \$25 per hour	\$74,000 or \$35.58 per hour
June 1, 2024	\$53,430 or \$25.69 per hour	\$76,035 or \$36.56 per hour
June 1, 2025	\$54,766 or \$26.33 per hour	\$77,936 or \$37.47 per hour

Research Associate		
	Annualized minimum	Annualized maximum
Effective date	\$58,000 or \$27.88 per hour	\$90,000 or \$43.27 per hour
June 1, 2024	\$59,595 or \$28.65 per hour	\$92,475 or \$44.46 per hour
June 1, 2025	\$61,085 or \$29.37 per hour	\$94,787 or \$45.57 per hour

- 18.06** As of the effective date of the Collective Agreement, Employees will see their Wages increase by two percent (2%). As of June 1, 2024, Employees who are not earning the maximum Wage will see their Wages increased by two point seven five percent (2.75 %). As of June 1, 2025, Employees who are not earning the maximum Wage will see their Wages increased by two point five percent (2.50 %). However, the Research Supervisor may grant a higher Wage increase, taking into consideration the work that has been done and the experience or additional education acquired within the previous year.

- 18.07** As of June 1 of each year, Employees who have not reached the maximum Wage and who have worked during the preceding Agreement Year will have their Wages increase by an additional one percent (1 %).
- 18.08** The Research Supervisor may grant a discretionary allotment or bonus equivalent to a maximum of five percent (5 %) of the Employee's Wages. The Research Supervisor shall determine the amount and the conditions for applying this allotment.
- 18.09** The hourly rate for a part-time Employee must not be lower or higher than the Annualized Wages indicated in **Section 18.05**, divided by 2,080.

#### **Administration of pay**

- 18.10** The Employee's Wages are paid every second (2) Thursday. If a Payday falls on a Statutory holiday, the Wages are paid on the preceding Working day. Payment is made by bank deposit into a bank account at a Canadian financial institution that is open in the Employee's name.
- 18.11** In the case of an error in an Employee's Wages that exceeds of two hundred dollars (\$200.00) and is attributable to the Employer, the latter shall make the appropriate corrections within three (3) Working days following a request submitted by the Employee.
- 18.12** In the case of an error in an Employee's Wages of less than two hundred dollars (\$200.00) or an error other than in the Employee's Wages, the Employer shall make the appropriate corrections for the subsequent pay period, insofar as the Employee submits their request within the established deadline.
- 18.13** In the case of an overpayment, the Employer shall reach an agreement with the Employee with respect to the conditions for reimbursing the overpayment. If an agreement cannot be reached, the overpayment shall be withheld or reimbursed over a maximum period of eight (8) weeks, unless the amount withheld would be in excess of ten percent (10 %) of the gross amount of the Employee's paycheck.
- 18.14** New Employees will receive their first pay within a maximum of twenty (20) Working days following their starting date.

#### **Chapter 19 – Group Insurance and Other Benefits**

- 19.01** 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 20 – Pension Plan**

- 20.01** Employees shall have access to a group registered retirement savings plan (RRSP).
- 20.02** Each Employee may contribute to the group RRSP through salary deductions, subject to the applicable tax limits and rules.
- 20.03** 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.
- 20.04** 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 21 – Employee Assistance Program**

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

## **Chapter 22 – Training Activities**

**22.01** 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.

**22.02** 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.

**22.03** 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.

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

## **Chapter 23 – Work-related Expenses**

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

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

**23.03** 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 24 – Travel, Accommodation and Meal Expenses**

**24.01** 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.

**24.02** 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.

**24.03** 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 25 – Vacation**

- 25.01** 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.
- 25.02** 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.
- 25.03** Vacation pay is eight percent (8 %) of the Employee's Salary during the reference year.
- 25.04** 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.
- 25.05** A Part-time Employee may not have more vacation weeks than a Full-time Employee.
- 25.06** 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.
- 25.07** 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.
- 25.08** Each vacation must be confirmed at least four (4) weeks in advance.
- 25.09** The period between the fifteenth (15th) of June and Labour Day is considered the normal vacation period.
- 25.10** 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.
- 25.11** Employees shall report their vacation time in the Employer's information system.
- 25.12** Vacation accrued during the previous reference year must be taken during the current reference year. Vacation may not be replaced by extra pay.
- 25.13** 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.

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

## **Chapter 26 – Other Leave**

**26.01** 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.

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

### **Sick Leave and Family Responsibility Leave**

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

**26.04** 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.

**26.05** 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.

**26.06** 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.

**26.07** 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.

**26.08** 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.

**26.09** 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.

**26.10** 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.

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

**26.12** 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**

**26.13** 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.

**26.14** 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**

**26.15** 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.

**26.16** 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).

**26.17** 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).

**26.18** 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).

**26.19** Subject to **26.20**, the leave provided for in **26.15** through **26.18** must be taken within fifteen (15) Working Days of the death.

**26.20** Within six (6) months of the death, the Employee may use one of the days provided for in **26.15** to **26.18** 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.

- 26.21** The Employee may add banked vacation days or leave without pay of up to three (3) consecutive weeks to the bereavement leave.
- 26.22** 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 **26.15** and **26.16** 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**

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

## **Chapter 27 – Statutory Holidays**

- 27.01** 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.
- 27.02** 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               |                                    |
- 27.03** 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.
- 27.04** 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.
- 27.05** 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 27.04 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.
- 27.06** 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 27.04 or grant the Employee one Day of compensatory time off, to be taken at a date agreed upon with the Research Supervisor.
- 27.07** 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 28 – Parental Rights**

### **Section I: General**

- 28.01** This Chapter shall not give Employees any financial or other benefit that they would not have received if they had remained at work.
- 28.02** 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.
- 28.03** 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**

- 28.04** 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.
- 28.05** 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.
- 28.06** 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**

- 28.07** 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.
- 28.08** An Employee who has accumulated twenty (20) weeks of service as a research assistant or associate 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.

**28.09** 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 research assistant or associate 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.

**28.10** The maternity leave allowance provided for in **28.08** shall be paid only as a top-up to Québec Parental Insurance Plan benefits or, in the cases provided for in **28.07**, 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:

**28.11** 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**

**28.12** 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.

**28.13** The leave set out in **28.12** 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.

**28.14** 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**

**28.15** 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.

**28.16** Employees who have accumulated twenty (20) weeks of service as a research assistant or associate and have applied and been declared eligible for Québec Parental Insurance Plan benefits shall be entitled during their adoption leave provided for in **28.12** 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.

- 28.17** 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 research assistant or associate 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**

- 28.18** 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.

- 28.19** When his child is born, a research assistant or associate 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.

- 28.20** Research assistant or associate who have accumulated twenty (20) weeks of service as a research assistant or associate and have applied and been declared eligible for Québec Parental Insurance Plan benefits shall be entitled during their paternity leave provided for in **28.19** 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.

- 28.21** 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 **28.20**.

**Section V: Parental Leave without Pay**

- 28.22** 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.

- 28.23** 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.

- 28.24** 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 29 – Discipline**

- 29.01** Employees may receive a written disciplinary measure, be suspended or be dismissed, depending on the gravity and frequency of the offence in question.
- 29.02** 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.
- 29.03** Employees called to a meeting by the Employer for disciplinary reasons may, if they wish, be accompanied by a Union observer.
- 29.04** The Employer may call the Employee to more than one meeting if necessary.
- 29.05** 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.
- 29.06** No disciplinary action of which an Employee has not been informed in writing may be introduced as evidence during arbitration.
- 29.07** 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.
- 29.08** 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.
- 29.09** Notices of disciplinary action under this Chapter shall be sent to the Employee's ÉTS email address.
- 29.10** All time limits set forth in this Chapter may be extended by written agreement between the Parties.
- 29.11** 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.
- 29.12** Any disciplinary action overturned by the arbitrator shall be removed from the record.
- 29.13** The time limits provided for in this Chapter are suspended from the Quebec Fête nationale to Labour Day of each year.

### **Chapter 30 – Grievance Procedure**

- 30.01** The Parties sincerely wish to resolve any Grievances between them fairly and promptly.
- 30.02** 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.

- 30.03** 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.
- 30.04** 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.
- 30.05** Any settlement reached in a Grievance shall be recorded in a written agreement between the Parties.
- 30.06** 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.
- 30.07** 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).
- 30.08** 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 31 – Arbitration**.
- 30.09** 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 31 – Arbitration**

- 31.01** The Party that filed the grievance may refer it to arbitration within forty-five (45) Working Days of the deadline set out in **30.08**.
- 31.02** A Grievance not referred to arbitration within the deadline shall be deemed abandoned.
- 31.03** The Parties shall give precedence to cases of suspension or dismissal when setting arbitration dates.
- 31.04** The Parties agree to designate one arbitrator within ten (10) Working Days of the submission to arbitration.
- 31.05** 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.
- 31.06** The arbitrator may proceed *ex parte* if either Party is not present on the day of the arbitration.
- 31.07** The arbitrator's fees and expenses shall be shared equally between the Parties.
- 31.08** 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.

- 31.09** 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.
- 31.10** 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 32 – Strikes or Lockouts**

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

### **Chapter 33 – Miscellaneous and Transitional Measures**

- 33.01** The Employer shall adopt the necessary tools and administrative mechanisms to allow for implementation of the agreed-upon changes by January 15, 2024. All rights of Employees stipulated in the Collective Agreement are maintained during this transition period, and the effects of the Collective Agreement shall be retroactive to the effective date.
- 33.02** The provisions provided for in **Chapter 20 – Pension Plan** shall enter into effect by January 15, 2024 at the latest.
- 33.03** The accumulation of vacation days and the related indemnity provided for in **Chapter 25 – Vacation** shall be applicable by January 15, 2024 at the latest. In the meantime, a vacation-related indemnity of eight percent (8 %) of the Employee’s Wages shall be paid with each pay.
- 33.04** The section concerning the staggering of work hours in **Chapter 13 – Hours of Work** shall enter into effect by January 15, 2024 at the latest.
- 33.05** All Employees who have a valid contract as of the effective date of the Collective Agreement are also deemed to have successfully completed the probation period provided for in **Chapter 8 – Probation**. All other Employees, whether they were already employed by ÉTS or not, must complete a probation period.
- 33.06** As of the effective date of the Collective Agreement, if a full-time Employee’s Wages are lower than the minimum Wage provided for in **Section 18.05**, said Employee’s Wages shall be increased in compliance with **Section 18.06** or increased to the minimum Wage, whichever is more advantageous. Adaptations for part-time Employees must be made.
- 33.07** As of the effective date of the Collective Agreement, notwithstanding **Section 18.01**, the total of a full-time Employee’s Wages and Alternative Funding must not be lower than the minimum Wage provided for in **Section 18.05**. Adaptations for part-time Employees must be made.
- 33.08** As of the effective date of the Collective Agreement, if a full-time Employee has a contract with an hourly rate that is higher than the maximum Wage provided for in **Section 18.05**, said rate shall be maintained, notwithstanding any provisions to the contrary, for as long as there is a difference between the Employee’s Wages and the maximum Wage according to the scale. However, the amount of the increase provided for in **Sections 18.06** and 18.07 shall be paid in the form of an allotment spread out over the pays during the Agreement Year. Adaptations for part-time Employees must be made.
- 33.09** The Parties undertake to constitute a Parity Committee, which will be mandated to develop and implement a distinct Pay Equity Plan for the Employees and the bargaining unit, in compliance with the provisions of the Pay Equity Act. The Committee shall begin its work within three (3) months following the effective date of the Collective Agreement, and shall complete its work during the term of the Collective Agreement.



## **Chapter 34 – Term of Collective Agreement**

**34.01** This Agreement enters into effect on the date of the current arbitration decision, namely September 11, 2023, with no retroactive effect, unless certain sections provide for such effect, as applicable. The expiry date of this Agreement is established as September 10, 2026.

## Appendix 1 – Accreditation Certificate

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Alliance de la Fonction publique du Canada (AFPC) c.  
École de technologie supérieure

2020 QCTAT 2972

### TRIBUNAL ADMINISTRATIF DU TRAVAIL

(Division des relations du travail)

Région : Montréal  
Dossier : CM-2019-3538  
Dossier accréditation : AM-2002-1312

Montréal, le 2 juillet 2020

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DEVANT LE JUGE ADMINISTRATIF : **Guy Roy**

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**Alliance de la Fonction publique du Canada (AFPC)**  
Partie demanderesse

c.

**École de technologie supérieure**  
Employeur

et

**Syndicat canadien de la fonction publique, section locale 3187**  
Partie intervenante

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**DÉCISION**

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[1] Le 20 juin 2019, Alliance de la Fonction publique du Canada (AFPC) (l'Alliance) dépose une requête en accréditation en vertu de l'article 25 du *Code du travail*<sup>1</sup> (le Code), visant à représenter :

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

De : **École de technologie supérieure**  
1100, rue Notre-Dame Ouest  
Montréal (Québec) H3C 1K3

Établissements visés :

Tous les établissements.

[2] Cette requête est déposée en champ libre dans le délai prévu à l'article 22 (a) du Code.

[3] École de technologie supérieure (ETS) conteste le libellé de l'unité de négociation recherché par l'Alliance. Elle entendait en proposer un, mais compte tenu de ce qui suit cela ne s'est pas concrétisé.

[4] Le 7 août 2019, Syndicat canadien de la fonction publique, section locale 3187 (le Syndicat) demande d'intervenir au dossier puisqu'il est une partie intéressée. Il fait état du fait qu'il possède une accréditation de portée générale chez ETS. Dans les faits, il est accrédité depuis 1985 pour représenter :

**« Tous les salariés au sens du Code à l'exception : des professeurs, des chargés de cours, des étudiants et des stagiaires, des assistants à la recherche, du responsable du service des ressources humaines, du responsable de l'informatique, des secrétaires des cadres supérieurs et des employés du service des ressources humaines. »**

[5] Pour différentes raisons allant du changement de procureurs, en passant par l'échec de tentatives de règlement et en se terminant par la pandémie mondiale à cause du Covid-19, le dossier n'a pas été en mesure de progresser aussi rapidement que tout le monde l'aurait voulu et les délais de l'article 39.1 du Code n'ont pu être respectés.

[6] Malgré tout, les parties ont eu de nombreuses discussions et sont parvenues à une entente mutuellement acceptable. Cette entente est reproduite en annexe et fait partie intégrante de la présente décision.

[7] Le libellé de l'unité de négociation convenu entre l'Alliance et ETS est le suivant :

**« Tous les assistants de recherche et les associés de recherche à l'emploi de 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 étudiants et des salariés déjà visés par un autre certificat d'accréditation ».**

[8] Afin de mieux circonscrire les frontières de l'unité de négociation et d'éviter d'éventuels litiges quant à la détermination de sa portée intentionnelle, les parties reconnaissent que les fonctions occupées se caractérisent par les éléments suivants :

Assistants de recherche :

Emploi qui exige un baccalauréat, une maîtrise ou un doctorat.

Ne sont pas étudiants à l'École de technologie supérieure.

Niveau moins élevé d'expérience requérant supervision par un professeur, chercheur ou associé de recherche.

Consacre son temps à des activités de recherche.

Peut effectuer des tâches accessoires administratives et de gestion, au besoin.

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<sup>1</sup> RLRQ, c. C-27.

Associé de recherche :

Emploi qui exige un doctorat ou une formation équivalente.

Nécessite plusieurs années d'expérience.

Peut encadrer le travail des assistants ou auxiliaires de recherche, cependant il ne s'agit pas de sa tâche principale.

Consacre la majeure partie de son temps aux activités de recherche, et ce, de façon autonome.

Les principales tâches sont la définition de projets de recherche et des étapes, la gestion de la réalisation de ces projets, l'analyse de résultats de recherche, la publication d'articles ou de rapports de recherche.

Peut effectuer des tâches administratives et de gestion, au besoin.

[9] Le Tribunal décide que l'unité de négociation proposée est appropriée et que l'entente convenue entre elles est un gage de paix industrielle. Il n'y a donc aucun élément justifiant de ne pas faire droit à la commune intention des parties.

[10] La liste des salariés produite par ETS comprend 77 noms. Elle n'est pas contestée par le Syndicat, et l'Alliance s'en remet à celle-ci comme reflétant la réalité.

[11] L'examen du dossier d'accréditation indique que les conditions prévues au Chapitre II du Code sont satisfaites et que l'Alliance jouit du caractère représentatif requis par la loi.

**PAR CES MOTIFS, LE TRIBUNAL ADMINISTRATIF DU TRAVAIL :**

**ACRÉDITE**

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

**« Tous les assistants de recherche et les associés de recherche à l'emploi de 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 étudiants et des salariés déjà visés par un autre certificat d'accréditation ».**

**De : École de technologie supérieure**  
1100, rue Notre-Dame Ouest  
Montréal (Québec) H3C 1K3

Établissements visés :

Tous les établissements.

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Guy Roy

## Appendix 2 – Application Form

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The membership application form is online at: [https://afpcquebec.formstack.com/forms/seerets\\_aar](https://afpcquebec.formstack.com/forms/seerets_aar)

### Appendix 3 – Distribution of Hours

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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