

COLLECTIVE AGREEMENT

BETWEEN

UNIVERSITÉ LAVAL

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA / SYNDICAT DES TRAVAILLEUSES
ET TRAVAILLEURS ÉTUDIANTS ET POSTDOCTORAUX DE L'UNIVERSITÉ LAVAL /
FTQ (PSAC – STEP 10800 – FTQ)**

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ARTICLE 1: PREAMBLE

1.01 This collective agreement is the result of negotiations intended to identify solutions that are beneficial for both the postdoctoral fellows represented by the Syndicat des travailleuses et des travailleurs étudiants et postdoctoraux at Université Laval and all persons involved in research at Université Laval.

1.02 This agreement sets out working conditions that the Parties hope will facilitate the maintenance and promotion of harmonious relations between postdoctoral fellows and researchers, in an atmosphere of openness, dialogue and good faith, taking into account research-related constraints and the University's the fiduciary role in this area.

1.03 In the spirit of ongoing negotiation, the Parties undertake to discuss in good faith any difficulties that arise, including the resolution of issues relating to situations not addressed in the collective labour agreement.

1.04 The Employer and the Union recognize that postdoctoral fellows are an integral part of the university community and make a significant contribution to the University's mission of training, research and creation.

ARTICLE 2: DEFINITIONS

Unless the context requires otherwise, for the purposes of this agreement, the words, terms and expressions defined in this article shall have the meaning and the application attributed to them respectively.

2.01 Outside professional activities

Activities carried out by a postdoctoral fellow for a third party or on the latter's behalf.

2.02 Fiscal year

The University's fiscal year runs from May 1 to April 30 of the following year.

2.03 Bargaining certificate

The bargaining certificate that appears in Annex A and any amendments thereto.

2.04 Lead researcher

A professor or other member of the University's teaching staff receiving research funds from which at least one postdoctoral fellow is paid in connection with her or his research activities at the University. She or he acts in an individual capacity or as director of a research centre or an institute recognized by the university council or the board of directors and is responsible for all matters relating to the postdoctoral fellow's work.

2.05 Spouse

A person of the same sex or the opposite sex who

- a) is married to or in a civil union with and cohabitates with a postdoctoral fellow;
- b) is in a conjugal relationship with a postdoctoral fellow and is the parent of a child or unborn child with the postdoctoral fellow;
- c) has been in a conjugal relationship with a postdoctoral fellow for at least one year.

2.06 Employer

Université Laval

2.07 Research team

Two or more professors or other members of the University's teaching staff who have obtained funds together for research activities.

2.08 Research fund

Fund that the University administers and that consist of grants, awards, sponsorships, contracts and any other form of funding from the University, a research team, an outside organization or a public or private enterprise for the completion of research work carried out in connection with the University's objectives.

2.09 Grievance

A dispute relating to the interpretation or application of the collective agreement.

2.10 Harassment

Vexatious conduct that manifests itself in the form of ongoing conduct, verbal comments, actions or gestures, of a sexual nature or otherwise, that is hostile or unwanted, that affects the dignity or the psychological or physical integrity of a member of the University or a third party and that results in a harmful work, learning or service delivery environment for that person. A single incident of serious conduct may also constitute harassment if it has such an effect and results in an ongoing harmful impact for the person (Règlement pour prévenir et contrer le harcèlement à l'Université Laval).

2.11 Working day

Designates working days from Monday to Friday inclusive, excluding the statutory holidays set out in Article 26.

2.12 Parties

The Employer and the Union.

2.13 Union representative

Any person duly authorized by the Union to represent it.

2.14 Postdoctoral fellow

Any employee covered by the bargaining certificate.

2.15 Union

THE PUBLIC SERVICE ALLIANCE OF CANADA / SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS ÉTUDIANTS ET POSTDOCTORAUX DE L'UNIVERSITÉ LAVAL / FTQ (PSAC – STEP 10800 – FTQ)

2.16 University

Université Laval.

2.17 Unit

A faculty, department, school, research centre or institute.

2.18 Vice-President

The Vice President, Human Resources, who may act through one of her or his agents.

ARTICLE 3: SCOPE

3.01 The collective agreement shall apply to all employees covered by the bargaining certificate presented in Annex A.

3.02 No specific agreement between the Employer and any or all postdoctoral fellows with regard to working conditions that differ from those set out in the collective agreement shall be valid unless the Parties have agreed to it in writing.

ARTICLE 4: UNION RECOGNITION

4.01 For the purposes of negotiation and application of the collective agreement, the Employer recognizes the Union as the sole representative of the postdoctoral fellows covered by the bargaining certificate. The Union shall designate the body through which it acts.

4.02 As full members of the University community, the postdoctoral fellows governed by this collective agreement shall have access to all of the community services available at the University, in accordance with the rules specific to each unit.

4.03 For the purposes of this agreement, and unless provided otherwise, the Vice-President shall designate the body through which the Employer acts. The designated body may appoint one or more persons to represent it.

ARTICLE 5: PARTIES' RIGHTS AND OBLIGATIONS

5.01 The Employer shall possess all of the rights and privileges needed to effectively administer and direct its activities in accordance with its rights and obligations, subject to the provisions of the collective agreement and the applicable legislation.

5.02 The Union shall inform the University in writing of the names of its duly authorized representatives and of their positions within the Union.

The University and the Union shall provide each other with a list of the persons who will represent them on the various committees referred to in the collective agreement within thirty (30) days following the signing of this collective agreement and, subsequently, whenever a change of representative takes place.

5.03 Every postdoctoral fellow shall perform her or his duties under the authority of a researcher in charge. Postdoctoral fellows shall be subject to the regulations and policies of the University and benefit from all recourses provided therein. These policies and rules may not contravene this collective agreement.

5.04 Postdoctoral fellows recognize their duties of loyalty and confidentiality, within the meaning of the Civil Code of Québec. Postdoctoral fellows, the Union, the researchers in charge and the Employer recognize, in their practices, their duties of civic commitment and civility.

5.05 The Employer and the Union undertake not to engage in, either directly or indirectly, threats, pressure, coercion, discrimination or unfair distinction against any postdoctoral fellow on the basis of race, colour, sex, gender identity or expression, pregnancy, sexual orientation, marital status, age (except insofar as provided by law), religion, political beliefs, language, ethnic or national origin, social status, disability or use of an accommodation to address a disability or with regard to the exercising of a right provided for in this collective agreement or by law.

Civil liability

5.06 The Employer undertakes to stand up for any postdoctoral fellow who incurs liability by virtue of the normal performance of her or his duties, in the context of the regulations, standards and procedures in effect at the University, and it agrees not to exercise any claims against a postdoctoral fellow in that regard, except in the case of gross negligence on the part of the employee, the burden of proof resting with the Employer.

ARTICLE 6: DESCRIPTION AND POSTING OF POSITIONS

6.01 The Parties recognize that postdoctoral fellows shall generally be recruited through direct contact with the researcher in charge or indirectly through one of the researcher's colleagues.

6.02 In cases in which clause 6.01 does not apply, the researcher in charge shall post the placement offer for a minimum of ten (10) days. In this case, the posting shall generally include a description of the placement offered, the required qualifications, the duration, the compensation, the name of the researcher in charge, the unit and the application deadline. A general description of the position is included in Annex B for information purposes.

The posting of a placement offer shall in no way limit the Employer's ability to award the placement that has been posted to an applicant recruited under clause 6.01.

ARTICLE 7: SELECTION AND HIRING

7.01 The researcher in charge shall select the person she or he believes best meets the requirements of the position.

The researcher in charge shall proceed in an equitable and impartial manner.

7.02 The applicant selected must meet the requirements of the position.

7.03 The researcher in charge and the postdoctoral fellow shall agree on the terms and conditions of the placement.

The researcher in charge shall submit to the Vice-President a letter or email attesting to this placement agreement and its acceptance.

7.04 Placements shall generally be for a minimum of twelve (12) months, and the term of the placement shall appear in the initial contract and subsequent contracts.

7.05 The employment shall be confirmed through an initial contract, a copy of which shall be forwarded to the Union.

7.06 The Employer shall notify the postdoctoral fellow by email regarding the existence of the collective agreement, which shall be accessible through the website of the Office of the Vice Rector, Human Resources.

The Employer shall forward a copy of this email to the Union.

7.07 To facilitate her or his integration, the Employer shall give the employee one (1) hour off within the first fifteen (15) days of the latter's employment for a meeting with her or his union representative.

7.08 A postdoctoral fellow's employment-related documents shall be retained in a personnel file kept at the unit, where the postdoctoral fellow may review it upon request.

7.09 Postdoctoral fellows may review their files by accessing the self-service function of the human resources information and management system.

ARTICLE 8: PROBATION

8.01 The probation period for postdoctoral fellows shall be a maximum of four (4) months for an initial placement and a maximum of two (2) months for any subsequent placement with a new researcher in charge.

8.02 During the probation period, the postdoctoral fellow's work as a whole shall be subject to an evaluation using the form that appears in Annex F.

If the researcher in charge has not evaluated a postdoctoral fellow by the end of the probation period, the probation period shall be considered successful.

8.03 The Employer may terminate the employment if the probation period is not successful. A postdoctoral fellow may not contest the Employer's decision by way of a grievance.

The lead researcher shall notify the postdoctoral fellow in writing at least two (2) weeks before the actual termination date of the employment stating the reason. A copy of this notice shall be forwarded to the Union.

If such notice is not given or is not given within the prescribed time, the Employer shall provide the postdoctoral fellow with pay in lieu of notice equivalent to her or his normal pay for a period equal to that of the duration or the remaining duration of the notice period.

ARTICLE 9: CONTRACT RENEWAL

9.01 The contract shall be renewed up to the end of the placement subject to clauses 8.03 and 10.01 and Article 30 relating to disciplinary measures.

9.02 No work may begin until the postdoctoral fellow's contract has been approved by the Vice-President.

9.03 When the contract ends and is not renewed by the end date of the placement, the Employer shall inform the Union of the reason it was not renewed.

ARTICLE 10: TERMINATION OF EMPLOYMENT

10.01 The researcher in charge or, in the event the latter is unable to take action, the Employer may terminate a postdoctoral fellow's employment as a result of any of the following situations:

- a) departure of researcher in charge from the University and loss of her or his funding;
- b) lack of funds needed to continue the research project because of a decrease in funding or an increase in expenses;
- c) assessment of the postdoctoral fellow's work as unsatisfactory;
- d) loss of eligibility for postdoctoral fellow status;
- e) failure to register as a postdoctoral fellow with the University.

10.02 When a researcher in charge must terminate a postdoctoral fellow's employment in accordance with the provisions in clause 10.01, and when more than one postdoctoral fellow is working on the research project in question, she or he shall take the following criteria, among others, into account:

- skills;
- continuous service;
- disciplinary record;
- assessment of performance.

10.03 In the event that the researcher in charge or the Employer terminates a postdoctoral fellow's employment in accordance with the provisions in clause 10.01, she or he shall notify the latter in writing four (4) weeks before ending the latter's employment.

If such notice is not given or is not given within the prescribed time, the Employer shall provide the postdoctoral fellow with pay in lieu of notice equivalent to her or his normal pay for a period equal to that of the duration or the remaining duration of the notice period.

ARTICLE 11: ACCESS TO POSITIONS AT THE UNIVERSITY

11.01 To help foster the careers of postdoctoral fellows at the University, the University undertakes to consider the applications of postdoctoral fellows with a minimum of one (1) year of seniority for any vacant positions before engaging in external recruitment when the latter is preceded by an internal recruitment process.

11.02 The Employer undertakes to apply any agreement with respect to access to employment entered into between the Union and another union or association.

ARTICLE 12: MATERIAL RESOURCES AND WORK-RELATED EXPENSES

12.01 The researcher in charge shall identify and shall provide to the postdoctoral fellow a work space and the instruments, materials and equipment that she or he considers necessary to the performance of her or his duties.

12.02 The researcher in charge shall be responsible for authorizing expenses and for covering the cost.

12.03 A postdoctoral fellow must obtain the agreement of the researcher in charge before tacitly or formally incurring any expenses.

12.04 The cost of travel and of the instruments, materials and safety equipment acquired by a postdoctoral fellow to carry out her or his work shall be paid to the latter in accordance with the standards in effect at the University or in the research project.

12.05 Travel required for the work shall be considered time worked. The employee shall not incur any costs in connection with such travel.

12.06 Any equipment and materials that are acquired shall remain the University's property.

12.07 Any instruments, staff, materials or equipment made available to a postdoctoral fellow shall be used solely to render her or his services to the Employer.

ARTICLE 13: WORKPLACE HARASSMENT

13.01 The Employer and the Union shall collaborate for the purpose of fostering a harassment-free workplace. For this purpose, the parties may discuss any harassment-related matter, including any harassment-prevention measure.

13.02 The Employer shall take reasonable steps to prevent harassment. When such conduct is brought to its knowledge, it shall take reasonable steps to ensure that it ceases.

ARTICLE 14: TRAINING ACTIVITIES

14.01 A postdoctoral fellow authorized by the researcher in charge to participate in a training activity (courses, presentations, conferences, exchanges, symposiums, workshops, etc.) in her or his field shall agree with the latter on the conditions of this absence, which shall not entail a loss of pay.

A postdoctoral fellow who participates in projects or attends conferences in her or his field at the request of the researcher in charge shall be reimbursed for any expenses incurred, in accordance with the standards in effect at the University.

ARTICLE 15: WORK WEEK AND SCHEDULE

15.01 The Parties agree that postdoctoral fellows and researchers in charge should show flexibility in determining work schedules for research activities at the University.

The Parties recognize that this arrangement is mutually beneficial for researchers in charge and for postdoctoral fellows.

15.02 The normal work week is composed of thirty-five (35) hours.

A regular work week runs from Monday to Friday, between 7 a.m. and 6 p.m. However, after discussion and subject to the requirements arising from unit or research activities, a regular week can be different.

15.03 Postdoctoral fellows shall determine their work schedules on the basis of the nature and the needs of their research projects and the responsibilities they hold within their research teams.

Postdoctoral fellows shall keep the researcher in charge informed of their work schedules.

15.04 A postdoctoral fellow's hours of work shall be averaged over a period agreed upon between the postdoctoral fellow and the researcher in charge.

In the event that an agreement cannot be reached with regard to averaging of hours, the window for such averaging shall be set at four (4) weeks, and the reference periods shall be as follows:

- Pay periods 1 and 2
- Pay periods 3 and 4
- Pay periods 5 and 6
- Pay periods 7 and 8
- Pay periods 9 and 10
- Pay periods 11 and 12
- Pay periods 13 and 14
- Pay periods 15 and 16
- Pay periods 17 and 18
- Pay periods 19 and 20
- Pay periods 21 and 22
- Pay periods 23 and 24
- Pay periods 25 and 26

15.05 If a postdoctoral fellow works more than 35 hours per week on average during the averaging period established in accordance with clause 15.04, compensation shall be provided for the hours thereby worked only if they have been carried out with the written authorization of the researcher in charge.

In that case, the researcher in charge and the postdoctoral fellow shall agree on a method of accounting for the hours worked.

15.06 Compensation for hours worked with the authorization of the researcher in charge in excess of 35 hours multiplied by the number of weeks of averaging shall be provided in the form of paid leave equivalent to

- times the hours worked in excess of 35 hours and up to 40 hours per week on average after averaging;
- times the hours worked in excess of 40 hours per week on average after averaging.

15.07 The researcher in charge and the postdoctoral fellow shall agree on the dates on which such paid leave is to be taken, respecting insofar as possible the postdoctoral fellow's desire to take it in a timely manner.

ARTICLE 16: OUTSIDE PROFESSIONAL ACTIVITIES

16.01 The Parties recognize that outside professional activities engaged in by a postdoctoral fellow may enhance the University's profile.

16.02 The Employer shall consent to postdoctoral fellows engaging in outside professional activities insofar as they do not compromise the performance of their work for the University.

16.03 Postdoctoral fellows shall not act on the University's behalf when they are engaging in outside professional activities without the prior consent of the Employer.

ARTICLE 17: ACADEMIC FREEDOM

17.01 While respecting the freedom of opinion of others, postdoctoral fellows shall enjoy the freedom of conscience inherent to a public academic institution such as the University. Such freedom may be restricted by the Employer only in accordance with the contractual obligations set out in the agreement.

Postdoctoral fellows have the right to exercise their political freedoms in accordance with the contractual obligations set out in the agreement.

ARTICLE 18: INTELLECTUAL PROPERTY

18.01 Postdoctoral fellows participate in the University's research mission and play a significant role therein. A postdoctoral fellow may be recognized as an author or inventor.

18.02 Postdoctoral fellows shall be subject to the rules in effect at the University in this regard.

18.03 The Union shall be consulted during the development and implementation of any regulation or policy on this subject.

18.04 In the spirit of clause 18.01, the rules of federal and provincial funding agencies in this regard, and government policies on science and innovation, the Employer shall ensure the protection of the intellectual property rights of postdoctoral fellows through its regulations and policies.

18.05 Any disagreement or dispute between a postdoctoral fellow and another member of the University community in respect of a postdoctoral fellow's participation in an invention or creation shall be treated in accordance with the regulations and policies on intellectual property, integrity in research and creation, and conflicts of interest.

ARTICLE 19: HEALTH AND SAFETY

19.01 The Employer, the researchers in charge, the Union and the postdoctoral fellows shall submit to the rights and obligations provided for in the laws in force, including the *Act Respecting Occupational Health and Safety* and the *Act Respecting Industrial Accidents and Occupational Diseases*.

19.02 The Employer shall take measures appropriate to the nature of the work in order to protect health and dignity and to ensure safety and security. Postdoctoral fellows are entitled to working conditions that respect their physical integrity.

19.03 The Employer and the Union shall cooperate to maintain the best possible occupational health and hygiene conditions to prevent professional diseases and occupational accidents.

19.04 According to the Act respecting occupational health and safety, postdoctoral fellows have the right to refuse to do work if there are reasonable grounds to believe that doing the work exposes them to hazards to their health, safety or physical integrity; or could expose some other person to a similar hazard.

The student employee may not, however, exercise this right if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the conditions for performing this work are inherent in the kind of work they do.

19.05 In accordance with the Act respecting occupational health and safety, a pregnant or breastfeeding postdoctoral fellow who provides the Employer with a medical certificate stating that the conditions of her work pose physical dangers to the foetus or, due to the status of her pregnancy, to herself, or to the breastfeeding child, can ask to be assigned to duties that do not include such dangers and that she is reasonably able to perform.

19.06 The Union shall designate a representative on the employee health committee. The mandate of this committee is specified in the Politique relative à la prévention, à la promotion et aux pratiques organisationnelles favorisant la santé globale en milieu de travail.

19.07 The Union shall designate a representative on their unit's sectoral occupational health and safety committee when such a committee exists.

19.08 The Employer shall provide the Union with a list of members on the sectoral occupational health and safety committees.

ARTICLE 20: GROUP INSURANCE

20.01 The Employer shall provide postdoctoral fellows with access to the group insurance plans for research professionals. The Employer's contribution shall be a maximum of 2% of the total payroll of eligible postdoctoral fellows.

Any surplus shall be the responsibility of the participants.

20.02 The Employer shall offer every eligible person an individual health account to pay for expenses not covered under the health insurance plan. These flexible credits shall be funded from the Employer contribution set out in clause 20.01.

The amounts allocated shall be established before the start of each calendar year and, subject to the following provision, shall be used in the calendar year for which they have been allocated.

Amounts not used during the previous calendar year shall be carried over to the current calendar year. At the end of the current year, transferred amounts that are still unused shall be reallocated to the payment of the health insurance plan premiums provided for in clause 20.01.

ARTICLE 21: PARENTAL RIGHTS

Maternity leave

21.01 Female postdoctoral fellows under contract are entitled to twenty-one (21) weeks of maternity leave.

The postdoctoral fellow shall determine how the maternity leave, which includes the day of the birth, is to be apportioned.

21.02 A female postdoctoral fellow who has accumulated 700 hours of seniority during the 365-day period preceding the start of the maternity leave and who is eligible for parental insurance benefits under the Act respecting parental insurance is entitled to receive, during the twenty-one (21) weeks of maternity leave, additional compensation equal to the difference between her weekly salary and the amount of the benefits she is receiving or could receive if she were to apply to the Québec Parental Insurance Plan.

21.03 A female postdoctoral fellow who has not accumulated 700 hours of seniority during the 365-day period preceding the start of the maternity leave and who is eligible for parental insurance benefits under the Act respecting parental insurance is entitled to receive additional compensation equal to the difference between her weekly salary and the amount of the benefits she is receiving or could receive if she were to apply to the Québec Parental Insurance Plan. This provision shall apply to the period of the maternity leave but not for a period of more than ten (10) consecutive weeks.

21.04 This additional compensation shall be calculated on the basis of the amount of the benefits a female postdoctoral fellow is entitled to receive from the Québec Parental Insurance Plan, without taking into account any amounts deducted from such benefits as repayment, interest or penalties under the Act respecting parental insurance.

The postdoctoral fellow shall provide proof of benefits payable under the Québec Parental Insurance Plan to that end.

21.05 A female postdoctoral fellow not eligible for parental insurance benefits shall not receive any additional compensation or salary during the maternity leave.

21.06 No additional maternity compensation shall be paid during the vacation period if the latter is paid.

21.07 The maternity leave must be preceded by a minimum of three (3) weeks of written notice to the Employer of the planned start and end dates for the leave. This period may be altered upon receipt of a medical certificate explaining the reasons for the change.

Such notice shall be accompanied by a medical certificate attesting to the pregnancy and the due date.

Adoption leave

21.08 A postdoctoral fellow under contract who, within the meaning of the provisions of Quebec's adoption laws, adopts a child other than a child of her or his spouse shall receive a maximum of seven (7) weeks of adoption leave upon request.

21.09 A postdoctoral fellow who has accumulated 700 hours of seniority during the 365-day period preceding the start of the leave and who is eligible for parental insurance benefits under the Act respecting parental insurance is entitled to receive, during the first sept (7) weeks of adoption leave, additional compensation equal to the difference between her or his weekly salary and the amount of the benefits she or he is receiving or could receive if she or he were to apply to the Québec Parental Insurance Plan.

The postdoctoral fellow shall provide proof of benefits payable under the Québec Parental Insurance Plan to that end.

21.10 A postdoctoral fellow who has not accumulated 700 hours of seniority during the 365-day period preceding the start of the leave and who is eligible for parental insurance benefits under the Act respecting parental insurance is entitled to receive, for five (5) consecutive weeks, additional compensation equal to the difference between her or his weekly salary and the amount of the benefits she or he is receiving or could receive if she or he were to apply to the Québec Parental Insurance Plan.

The postdoctoral fellow shall provide proof of benefits payable under the Québec Parental Insurance Plan to that end.

21.11 A postdoctoral fellow who is not eligible for parental insurance benefits shall not receive any additional compensation or salary while on adoption leave.

21.12 A postdoctoral fellow who legally adopts a child of her or his spouse is entitled to a maximum of five (5) consecutive days of paid leave.

Spousal leave

21.13 A postdoctoral fellow under contract whose spouse gives birth or whose spouse is taking adoption leave is entitled, upon request, to a maximum of seven (7) weeks of spousal leave, which shall start when the child arrives at the parents' home.

The postdoctoral fellow can fraction the first (1st) week of this leave into days. The remaining six (6) weeks shall be taken consecutively unless a written agreement about their fractioning is reached with the researcher in charge, a copy of which shall be forwarded to the Vice Rector.

This leave shall start on the week of the child's birth at the soonest and end 52 weeks following the child's birth at the latest.

21.14 During the spousal leave set out in clause 21.13, a postdoctoral fellow who is eligible for parental insurance benefits under the Parental Insurance Act is entitled to receive, for the first five (5) weeks, additional compensation equal to the difference between her or his weekly salary and the amount of the benefits she or he is receiving or could receive if she or he were to apply to the Québec Parental Insurance Plan.

The postdoctoral fellow shall provide proof of benefits payable under the Québec Parental Insurance Plan to that end.

After the benefits provided under the Québec Parental Insurance Plan have expired, the postdoctoral fellow shall be entitled to an additional two (2) week vacation with maintenance of the usual salary.

21.15 A postdoctoral fellow who is not eligible for parental insurance benefits shall not receive any additional compensation or salary during the spouse adoption leave.

Parental leave

21.16 Upon request, a postdoctoral fellow under contract may take parental leave without pay for a maximum of fifty-two (52) weeks as an extension of maternity leave, spousal leave or adoption leave.

ARTICLE 22: DISABILITY

22.01 Disability, for the first thirty-two (32) months of disability, means a disabled condition caused by illness or an accident that completely prevents a postdoctoral fellow from performing the usual duties of her or his position and requires ongoing medical care.

22.02 A postdoctoral fellow under contract is entitled to a maximum of thirty-five (35) weeks of paid disability leave over a period of one year (365 consecutive days).

22.03 While on disability leave as provided under clause 22.02, a postdoctoral fellow shall receive full salary for all of the duties she or he had previously been assigned and shall enjoy, insofar as she or he would normally be entitled to them, the following benefits:

- group insurance (the postdoctoral fellow must pay her or his contribution);
- vacation;
- employer contribution to the pension plan, if the postdoctoral fellow pays her or his contribution on her or his full salary.

22.04 A second absence must be separated from the first by a period of work of at least thirty (30) days or must be due to a different ground of invalidity.

A postdoctoral fellow on a gradual return shall be considered to be disabled within the meaning of this article.

22.05 If a postdoctoral fellow's disability lasts for more than thirty-five (35) weeks, the long-term salary insurance plan shall provide benefits in accordance with the terms and conditions in effect if she or he is eligible.

22.06 A postdoctoral fellow who is off work because of disability or accident shall notify the researcher in charge of her or his situation as soon as possible and, to the extent possible, shall provide the latter with the necessary information so that the research activities she or he was responsible for can continue.

22.07 The postdoctoral fellow shall be required to provide a detailed medical certificate including the diagnosis and the expected duration of the absence as of the third (3rd) consecutive day of absence.

22.08 The disability leave shall continue as long as it is justified by a full medical certificate.

22.09 At the end of a disability leave, the Employer shall reinstate a postdoctoral fellow in her or his usual position, with the same benefits, including the salary she or he would have been entitled to if she or he had remained at work. If the postdoctoral fellow's usual employment no longer exists upon her or his return, the Employer shall recognize all of the rights and privileges the postdoctoral fellow would have had at the time when the position was eliminated if she or he had been at work at that time.

22.10 The salary provided for in clause 22.03 shall be reduced by the amount of any disability benefits in lieu of salary payable by a public entity under the law, in particular the Automobile Insurance Act and the Act respecting the Québec Pension Plan.

22.11 In the case of work-related accident or illness, the Employer shall pay the postdoctoral fellow their full salary until the date determined by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST). The Employer shall subsequently pay the postdoctoral fellow the difference between her or his full salary and the benefits paid by the CNESST, during the disability period or up to the expiry date of the period of thirty-five (35) weeks with pay set out in clause 22.02, whichever of the two (2) dates is sooner.

ARTICLE 23: TUITION FEE EXEMPTION

23.01 A postdoctoral fellow under contract who is receiving a salary shall be eligible, for the sessions for which she or he is under contract and is receiving a salary, for a tuition fee exemption program for her or his children or those of her or his spouse. The program covers children studying at the University. The tuition fee exemption is equal to the tuition fees and school-related expenses in effect for 1989-1990 (excluding educational materials and contributions to student associations) as revised on April 14, 2009 (CE-2009-139). These revised amounts appear in Annex C.

ARTICLE 24: PENSION PLAN

24.01 Postdoctoral fellows who are eligible shall have access to the Régime complémentaire de retraite de l'Université (RCRUL), the University's supplementary pension plan.

24.02 Postdoctoral fellows make up a distinct group. The employer contribution is set at 8%, while that of postdoctoral fellows is 7.6%. The employer's contribution includes the Employer's share in the payment of all administration fees.

24.03 As a separate group, postdoctoral fellows are represented on the pension parity committee in accordance with the terms and conditions set out in the plan's by-laws.

24.04 The Employer agrees that it will raise the age at which postdoctoral fellows' contributions to the RCRUL cease if it were to be increased above 69 years for members of another union contributing to the same plan.

ARTICLE 25: PAY

25.01 Salaries are paid from research funds of which the University is a trustee and shall be paid to postdoctoral fellows in accordance with the procedures in place at the University.

25.02 The researcher in charge shall determine a postdoctoral fellow's salary primarily on the basis of the funds available and the postdoctoral fellow's qualifications.

25.03 The minimum hourly salary of a postdoctoral fellow shall be \$18.37, which, for information purposes only, corresponds to a yearly annualized salary of \$33,433.40 for a contract of 35 hours per week.

This minimum hourly salary shall be indexed at nine (9)% when the collective agreement comes into effect, then at 1.5% on March 23, 2020, March 22, 2021, March 21, 2022, and March 20, 2023.

The maximum hourly salary of a postdoctoral fellow when the collective agreement comes into effect shall be \$27.50, which, for information purposes only, corresponds to a yearly annualized salary of \$50,221 for a contract of 35 hours per week. For 2020 and following years, the maximum hourly salary shall be indexed by the same percentage as the minimum hourly salary, on the same dates.

Minimum and maximum applicable salaries are outlined in Annex D.

25.04 The salary of a postdoctoral fellow receiving more than the minimum salary shall be indexed by 1.5% annually up to the end of the placement, in accordance with clause 7.03, and upon any extension of this agreement.

The salary shall be indexed when the collective agreement comes into effect, as well as on March 23, 2020, March 22, 2021, March 21, 2022, and March 20, 2023.

25.05 Notwithstanding the maximum hourly salary set out in Article 25.03, an attraction or retention bonus can be paid to the postdoctoral fellow in the form of salary. The researcher in charge shall determine the amount and terms of application of this bonus.

25.06 If the Employer makes an error of more than one hundred dollars (\$100) gross on a postdoctoral fellow's paycheque, the Employer shall make the necessary correction within six (6) working days of the postdoctoral fellow's request.

If the Employer makes an error of less than one hundred dollars (\$100) gross, the Employer shall make the necessary correction during the subsequent pay period, provided that the postdoctoral fellow sent a request within the time required by the payroll process.

25.07 When the Employer has overpaid a postdoctoral fellow, the Employer must make arrangements with the postdoctoral fellow in question concerning reimbursement procedures. Any request for reimbursement must be made in writing to the postdoctoral fellow and copied to the Union.

The Employer cannot recover any amount paid over six (6) months preceding the date on which the postdoctoral fellow was notified of the error.

In the absence of an agreement with the postdoctoral fellow, the Employer cannot deduct more than ten per cent (10%) of the gross salary per pay until the sum specified in the above paragraph has been cleared, except in cases where the claim is jeopardized and in cases of proven fraud.

25.08 The salary shall be paid by direct deposit to a financial institution of the postdoctoral fellow's choice.

25.09 Transitional Measures

The percentage of indexation set out in Article 25.04 shall vary for a postdoctoral fellow whose applicable hourly salary on the eve of the indexation set out in 25.04 is greater than \$18.37 but lower than the minimum hourly salary, so that the hourly salary applicable when the collective agreement comes into effect shall at least correspond to the new minimum hourly salary in effect on that date. This percentage shall be at least 1.5%.

Salaries shall not be reduced when the collective agreement comes into effect. Thus, a postdoctoral fellow earning an hourly salary higher than the maximum hourly salary set out in Article 25.03 shall be paid the maximum hourly salary when the collective agreement comes into effect. The postdoctoral fellow will then receive an hourly bonus equal to the difference between the maximum hourly salary and the hourly salary in effect on the eve of the indexation, indexed at 1.5%. The amount of this bonus shall be adjusted annually if necessary.

ARTICLE 26: VACATION

26.01 A postdoctoral fellow is entitled to twenty (20) days of paid vacation per year.

26.02 Postdoctoral fellows shall choose when they take their vacation in relation to the nature and the needs of their research projects and in accordance with the activities of other members of the unit or the research team.

The postdoctoral fellow shall declare the vacation in HR's information and management system.

26.03 Vacations shall be taken before the placement ends. In exceptional circumstances, a postdoctoral fellow who has vacation days remaining at the end of the placement shall receive the balance in pay.

Vacations may not be replaced by extra pay.

26.04 A postdoctoral fellow whose employment terminates before the projected end of the placement shall repay the employer, where applicable, for the anticipated vacation days in excess of the number of vacation days calculated in accordance with the terms and conditions set out in clause 26.01 on the basis of the actual term of the employment.

ARTICLE 27: STATUTORY HOLIDAYS

27.01 The Employer recognizes the following statutory holidays and non-working days:

- the period from December 24 to January 2;
- Good Friday;
- Easter Monday;
- the Fête nationale du Québec;
- Canada Day;
- Labour Day;
- Thanksgiving;
- the Fête de l'Université or a floating holiday.

Postdoctoral fellows under contract at the time of said holidays shall be entitled to them.

If a holiday falls on a Saturday or Sunday, it shall be observed on the working day preceding or following the holiday, unless the University establishes another date to make up for the holiday.

27.02 When a postdoctoral fellow works during a holiday, she or he is entitled to an equal amount of compensatory time off to be taken when she or he chooses.

ARTICLE 28: TIME OFF AND LEAVE

Notification of absence

28.01 Subject to the specific provisions below, if a postdoctoral fellow is unable to work, she or he shall notify the researcher in charge as soon as possible and shall state the reason.

Personal leave

28.02 A postdoctoral fellow is entitled to take time off with pay in the event of the death or marriage of a parent or relation or for her or his own marriage. The postdoctoral fellow shall agree with the researcher in charge on the timing and the length of the absence as well as how the activities she or he was responsible for can continue or resume.

Time off for unexpected situation or emergency

28.03 A postdoctoral fellow may take time off when an unexpected situation or emergency that she or he must deal with prevents her or him from coming in to work or compels her or him to leave work. The postdoctoral fellow shall notify the researcher in charge as soon as possible and give the reason and shall agree with the researcher on the length of the absence as well as how the activities she or he was responsible for can continue or resume.

Paid leave for absences related to family responsibilities or domestic violence or sexual violence

28.04 A postdoctoral fellow may take two days off per year without loss of salary to fulfill family responsibilities or if she or he is a victim of domestic violence or sexual violence. The postdoctoral fellow shall notify the researcher in charge as soon as possible and provide the reason of the absence.

The postdoctoral fellow shall declare this leave in HR's information and management system.

Time off for jury duty

28.05 In the event that a postdoctoral fellow is called for jury duty, she or he shall receive her or his full salary from the Employer for the period during which her or his presence is required minus the indemnity paid in accordance with the Regulation respecting indemnities and allowances to jurors.

ARTICLE 29: LEAVE WITHOUT PAY

29.01 A researcher in charge may grant a full or partial leave without pay to a postdoctoral fellow for a period not to exceed three (3) months, for any reason the researcher in charge considers reasonable.

29.02 In the absence of provisions or an agreement providing otherwise, a postdoctoral fellow on leave without pay shall not be entitled to the benefits set out in this agreement.

Notwithstanding the foregoing, during a leave without pay, the insured postdoctoral fellow must maintain her or his medical insurance by paying her or his insurance premium as well as the Employer's premium prorated to the leave.

29.03 Upon the postdoctoral fellow's return to work, the Employer shall reinstate her or him in the position she or he held as long as it is still available.

After reaching an agreement with the researcher in charge, a postdoctoral fellow who submits a written request to that effect may be reinstated in the position she or he held before her or his leave without pay expires, as long as the position is still available.

ARTICLE 30: LABOUR RELATIONS, GRIEVANCES AND ADJUDICATION

Labour relations committee

30.01 The labour relations committee shall be composed of a maximum of five (5) Employer representatives and a maximum of five (5) Union representatives. It shall adopt rules of procedure and operation.

30.02 The labour relations committee shall meet once a month, unless there are no agenda items or unless the meeting has been postponed on the agreement of both parties. The Parties shall agree to set the date of the meeting and the agenda. However, in the event of a dismissal, the labour relations committee shall meet as soon as possible if the Union so requests.

30.03 The labour relations committee may review and discuss any matter, including grievances, relating to working conditions or relations between the Employer on one side and the Union and postdoctoral fellows on the other.

30.04 The Parties shall endeavour to identify appropriate solutions for every matter discussed and to make appropriate recommendations to the relevant authority. In the event of a disagreement regarding the proposed solution, the persons representing each party shall make separate recommendations to the relevant authority. To foster free discussion and the pursuit of an equitable solution, the Parties agree that the deliberations and the minutes of the labour relations committee shall not be used as evidence in any proceedings. Grievances

Grievance

30.05 A grievance is a disagreement relating to the interpretation or application of the collective agreement. A notice of grievance shall state the reasons for the grievance, the applicable clauses of the agreement and the corrective action being sought.

30.06 The Employer, a postdoctoral fellow, any group of postdoctoral fellows or the Union may file a grievance in accordance with the procedure set out in this article.

30.07 A technical error in the written submission of a grievance shall not result in its being set aside and may be rectified through an amendment. The same holds true for an error in respect of any incidental condition which, if altered by way of an amendment, does not change the nature of the grievance in any way.

Grievance procedure

30.08 The Parties agree to abide by the following procedure to resolve a grievance.

a) First step

A grievance that one of the Parties sees fit to file shall be submitted in writing to the other party within sixty (60) working days of knowledge of the facts and no more than six (6) months after the facts giving rise to the grievance.

b) Second step

A response shall be sent by the other party in writing within fifteen (15) working days of receipt of the grievance. If a response is not received within the required time, the party that submitted the grievance may note its disagreement in writing or refer the grievance to the labour relations committee for discussion.

c) Third step

When either of the parties notes its disagreement, it shall provide the other party with written notice to that effect or shall raise the matter at a labour relations committee meeting. As of that time, it shall have thirty (30) working days to refer the grievance to adjudication. The party that refers the grievance to adjudication shall notify the adjudicator in question in accordance with clause 30.11, with a copy for the other party.

30.09 In the event of a dismissal, the grievance may be referred directly to adjudication.

30.10 Once a postdoctoral fellow enters into a conflict resolution process with the Centre de prévention et d'intervention en matière de harcèlement (the harassment prevention and intervention centre), the time limits for the grievance procedure shall be placed on hold until the Vice-President reaches a decision.

Adjudication

30.11 For the adjudication of any grievances arising under this agreement, four (4) adjudicators have been identified by the Parties: Nathalie Faucher, Denis Gagnon, Denis Provençal and Denis Tremblay, selected on a rotating basis.

Notwithstanding the foregoing, if none of the adjudicators mentioned above are available within twelve (12) months to resolve the grievance, the Parties shall request that the Minister responsible for Labour name an adjudicator to resolve the grievance in accordance with the provisions of the Labour Code.

30.12 The adjudicator's fees and expenses shall be paid in equal shares by the Employer and the Union.

30.13 The adjudicator's decision is final and is not subject to appeal.

30.14 The adjudicator may not add anything to, delete anything from or modify anything in the collective agreement.

30.15 If the adjudicator's decision is not rendered within a reasonable time or is required by the Parties, the Parties may sign a joint letter to urge the adjudicator to render a decision.

30.16 The time frames indicated in this article must be adhered to. However, they may be extended with the written consent of the Parties.

ARTICLE 31: DISCIPLINARY MEASURES

31.01 A postdoctoral fellow could be subject to disciplinary measures in the form of a written warning, suspension or dismissal depending on the severity or the frequency of the misconduct.

31.02 Before a suspension or dismissal is imposed, the Office of the Vice-President, Human Resources, shall meet with the postdoctoral fellow within a reasonable time to obtain the latter's version of the facts. The notification to attend the meeting shall indicate the date and location of the meeting as well as the reason. It shall advise the postdoctoral fellow that she or he may be accompanied by a Union representative. A copy of the notification shall be forwarded to the Union within the same time frame.

31.03 When a disciplinary measure is imposed on a postdoctoral fellow, it shall be sent by email in an attachment. The Union shall receive a copy of the correspondence.

31.04 Disciplinary measures shall be imposed for just and sufficient cause, and the burden of proof shall lie with the Employer.

31.05 A disciplinary measure shall be removed from a postdoctoral fellow's file twelve (12) months after the date on which the measure was imposed if there has been no further misconduct of a similar nature within that twelve (12)-month period.

31.06 Disciplinary measures may not be based on anonymous documents. If the adjudicator is of the opinion that an anonymous document served as the basis for the Employer's decision, whether in whole or in part, the use of such a document shall constitute a reason to set aside the decision.

31.07 As of September 30 of each year, the Employer shall send the Union a list, by faculty and by unit, indicating the number and the type of disciplinary measures applied to postdoctoral fellows during the university year that has just ended.

ARTICLE 32: UNION MEMBERSHIP AND DUES

Union membership

32.01 Upon being hired, every new postdoctoral fellow shall become a card-carrying member of the Union and shall complete the union membership form that the Employer has sent to her or him by email. The terms and conditions relating to the membership form are presented in Annex E.

32.02 The postdoctoral fellow shall return the completed membership form to the Union at the email address indicated by the Employer.

32.03 The Employer shall forward to the Union a copy of the email sent to each postdoctoral fellow under clause 32.02.

32.04 The fact that a postdoctoral fellow waives her or his right to be a member of the Union shall not affect her or his engagement or employment relationship.

Union Dues

32.05 The Employer shall deduct an amount equal to the dues set by the Union from the postdoctoral fellow's salary for each pay period.

The Employer shall send the dues that have been collected to the Union or to the organization designated by the Union through direct deposit.

32.06 When the dues that have been collected are transferred, the Employer shall send to the Union electronically a list that includes the following information for each postdoctoral fellow:

- Family name and given name;
- Employee number and contract number;
- Salary paid for the pay period;
- Amount withheld for union dues for the pay period.

32.07 The Union shall send the Employer a copy of the resolutions adopted by the general assembly of members regarding regular or special union dues as well as a copy of the various bylaws.

ARTICLE 33: USE OF UNIVERSITY SPACE AND SERVICES

33.01 The Employer shall make a space available to the Union. Union signs a lease

33.02 The Employer shall authorize the Union to use appropriate spaces to hold union meetings, in accordance with the regulations in effect at the University.

33.03 For its communications, the Union may use University services such as bulletin boards, internal mail, photocopying, informatics, telephone services and other services in accordance with the policies, timelines and procedures for use as well as the fees in effect for members of the University community.

ARTICLE 34: TIME OFF FOR UNION DUTIES

34.01 The Employer shall grant the Union 800 hours of time off for union duties per fiscal year to cover the work associated with the application of the collective agreement. For the preparation and negotiation of the collective agreement, the Employer shall provide the Union with 150 hours of time off for union duties to represent the postdoctoral fellows, starting in the year preceding the expiration of the collective agreement. Amounts not used during the negotiation shall be added to the union duty bank for general business. Time off for union duties shall be paid at the rate of the postdoctoral fellow taking time off. When the person taking time off is an assistant, she or he shall be paid the hourly salary of a research assistant or teaching assistant based on her or his level of studies. When the person taking time off is a CAE attendant, she or he shall be paid in accordance with the hourly salary of a Physical Attendant. These hours may be accumulated and transferred from one year to the next.

34.02 No later than two (2) working days before it starts, the Union shall submit any requests for time off for a postdoctoral fellow to the Office of the Vice Rector, Human Resources. It shall state the dates as well as the nature of the union activity. The Employer may not refuse such a request without valid reason. A postdoctoral fellow who may be taking time off shall notify the researcher in charge as soon as possible.

34.03 The Employer shall grant time off to a postdoctoral fellow mandated by the Union to attend a meeting called by the Employer or agreed upon by the Parties. Unless otherwise agreed, this time shall be counted as time off for union duties as provided under clause 34.01.

34.04 A postdoctoral fellow can be granted time off to participate in a union activity at the request of the Union if the researcher in charge agrees. In this case, the Employer shall continue to pay the postdoctoral fellow during the time off, including for travel time and participation in the activity. The Union shall send the number of hours used for union duties to the researcher in charge and the Vice-Rector for billing purposes within ten (10) working days of the activity's end. The Union shall reimburse the Employer for the salary paid during the time off for union duties, including the sum paid towards employee benefits, within thirty (30) days of invoice receipt.

34.05 Transitional measures

Clause 34.01 comes into effect on May 1, 2019, namely following the end of the 2018-2019 fiscal year. When clause 34.01 comes into effect, unused union duty hours reserved exclusively for postdoctoral fellows under Article 33.01 of the 2015-2018 collective agreement shall be added to the union leave bank provided for under Article 34.01 of this collective agreement.

ARTICLE 35: INFORMATION SHARING

35.01 List of personal information

Every Monday, the Employer shall make accessible to the Union an electronic list containing the personal information of every assistant under contract. That information is as follows:

- Family name, given name, sex and employee number;
- Date of birth;
- IDUL (UNIVERSITÉ LAVAL ID NUMBER);
- Code and description of unit;
- Work address and telephone number;
- Home address and telephone number;
- Email address.

35.02 List of current contracts

Every Monday the Employer shall make accessible to the Union an electronic list containing information relating to the contracts of each assistant under contract. That information is as follows:

- Family name, given name and employee number;
- Contract start and end dates;
- File number and contract number;
- Code and description of unit;
- Code and title of position, including the level of study for research or teaching assistants;
- Number of hours, type of hours, total number of hours provided for in contract.
- Pay status, availability, percentage of salary paid and leave, where applicable;
- Hourly pay.

35.03 The Employer shall systematically provide information relating to staff movements to the Union.

35.04 The Union shall have access to documents submitted to the university council and the board of directors upon request, with the exception of documents filed confidentially or handled in camera.

ARTICLE 36: STRIKES AND LOCKOUTS

36.01 The Parties agree that there will not be a strike or lockout during the term of this agreement.

The Union shall not call for, encourage or support any work slowdown intended to reduce the normal performance of postdoctoral fellows.

ARTICLE 37: TERM OF COLLECTIVE AGREEMENT

37.01 The collective agreement shall come into effect on the first day of the first pay period following its signature, and shall end on August 31, 2023. Notwithstanding the foregoing, 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, without retroactive effect. All rights of postdoctoral fellows set out in the collective agreement shall be maintained during this transitional period.

37.02 The collective agreement shall continue to apply until a new agreement comes into effect.

37.03 The annexes are an integral part of the collective agreement.

ARTICLE 38: SIGNATURE OF THE COLLECTIVE AGREEMENT

In witness whereof, the Parties have signed in Québec city, this day of _____ 2019.

FOR THE UNIVERSITY

FOR THE SYNDICAT DES
TRAVAILLEUSES ET TRAVAILLEURS
ÉTUDIANTS ET POSTDOCTORAUX DE
L'UNIVERSITÉ LAVAL / FTQ (PSAC –
STEP 10 800 – FTQ)

Lyne Bouchard
Vice-President, Human Resources

Yvon Barrière
Regional Executive Vice-President,
PSAC-Québec

Marie-Pierre Beaumont
Negotiation, Working Conditions and
Equity Officer

Natalie Rainville
PSAC Negotiator

Élisabeth Boisvert
Human Resources and Labour Relations
Management Advisor

Evelyn Dionne
President, STEP

Jean-Paul Laforest
Assistant to the Vice-President, Human
Resources

Albert Amba Mballa
Vice-President, Labour Relations, STEP

APPENDICES

ANNEX A – BARGAINING CERTIFICATE

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

Dossier : AQ-2001-4453

Cas : CQ-2013-3101

Québec, le 1^{er} août 2013

AGENT DE RELATIONS DU TRAVAIL : Philippe Gagnon

**Syndicat des auxiliaires de recherche et d'enseignement (SARE) / Alliance de la
Fonction publique du Canada (AFPC)**

Requérant

c.

Université Laval

Employeur

DÉCISION

[1] Le 17 juin 2013, le requérant dépose une requête en vertu de l'article 25 du *Code du travail* pour représenter, chez l'employeur :

« Tous les stagiaires postdoctoraux salariés selon le Code du travail. »

[2] Le 5 juillet 2013, l'employeur et le requérant se sont entendus sur l'unité de négociation décrite ci-dessous :

« Tous les stagiaires postdoctoraux ou boursiers postdoctoraux, salariés au sens du Code du travail, inscrits à l'Université Laval et dont la rémunération, versée sous forme de salaire ou de bourse, provient des fonds de recherche de l'Université Laval, à l'exclusion des salariés visés par un autre certificat d'accréditation. »

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

EN CONSÉQUENCE, la Commission des relations du travail

ACCREDITE

Syndicat des auxiliaires de recherche et d'enseignement (SARE) / Alliance de la Fonction publique du Canada (AFPC)
pour représenter :

« Tous les stagiaires postdoctoraux ou boursiers postdoctoraux, salariés au sens du Code du travail, inscrits à l'Université Laval et dont la rémunération, versée sous forme de salaire ou de bourse, provient des fonds de recherche de l'Université Laval, à l'exclusion des salariés visés par un autre certificat d'accréditation. »

De : **Université Laval**
2325, rue de l'Université
Québec (Québec) G1V 0A6

Établissements visés :

Tous les établissements


Philippe Gagnon
Agent de relations du travail

M. Jérôme Messier
Représentant du requérant

M^e Luce Garneau
Représentante de l'employeur

/cl

ANNEX B – DESCRIPTION OF THE POSITION

Postdoctoral fellow

A postdoctoral fellow is a person who, on a full-time basis and for a specific period of time, has set out to acquire a complementary expertise by participating in the University's research activities as a postdoctoral fellow within the meaning of this collective agreement.

Université Laval acknowledges that postdoctoral fellows play a crucial role in carrying out and developing research activities at the Université during their training by contributing to the advancement of knowledge and training of students, by helping to promote research teams and by encouraging the spread and exchange of new ideas through their presence.

For this purpose, the postdoctoral fellow may be called upon to perform various tasks and duties pertaining to the research work, including project design, data collection and analysis, as well as communicating research results.

The work of a postdoctoral fellow during her or his fellowship can include but is not limited to:

1. Developing and managing a research project. Establishing schedules, priorities and necessary resources.
2. Researching literature, conceptualizing projects, choosing an experimental approach, determining analytical protocols and parameters.
3. Producing scientific knowledge through calculation, observation, experiment and reasoning. Conducting research using scientific methods to obtain data and analyze and interpret results.
4. Writing protocols and procedures, scientific reports and articles, summaries and other texts. Speaking at conferences.
5. Conceptualizing and drafting projects in the context of applications sent to funding agencies.
6. Participating in training or supporting other research team members (support staff, graduate students, research assistants, research professionals, etc.).

ANNEX C – TUITION FEE EXEMPTION AMOUNTS

A. Undergraduate studies

Fall and winter sessions

- Dentistry: \$348 (tuition fees and school-related expenses included)
- All other sectors: \$21 per credit, up to \$252, for tuition, plus \$4 per credit, up to \$48, for school-related expenses
- Special French program for non-Francophones: specific regulations

Summer session

- All sectors: \$21 per credit, up to \$252, for tuition, plus \$2 per credit, up to \$24, for school-related expenses
- Special French program for non-Francophones: specific regulations

B. Graduate and postgraduate studies

Fall and winter sessions

- All sectors: \$10 per credit, no maximum, for tuition, plus \$4 per credit, up to \$48, for school-related expenses

Summer session

- All sectors: \$10 per credit, no maximum, for tuition, plus \$2 per credit, up to \$24, for school-related expenses
- Further research: \$20 per session

C. Students taking preparatory schooling, partial students and auditing students

Fall and winter sessions

- All sectors: \$21 per credit, up to \$252, for tuition, plus \$4 per credit, up to \$48, for school-related expenses

Summer session

- All sectors: \$21 per credit, up to \$252, for tuition, plus \$2 per credit, up to \$24, for school-related expenses

ANNEX D – SALARIES

Applicable minimum and maximum hourly salaries.

Rates applicable on:	Minimum		Maximum	
	hourly	annualized ¹	hourly	annualized ¹
April 8, 2019	\$20.02	\$36,561	\$27.50	\$50,221
March 23, 2020	\$20.32	\$37,109	\$27.91	\$50,970
March 22, 2021	\$20.62	\$37,657	\$28.33	\$51,737
March 21, 2022	\$20.93	\$38,223	\$28.75	\$52,504
March 20, 2023	\$21.24	\$38,789	\$29.18	\$53,290

¹ For information purposes only, amounts rounded down to the nearest unit.

ANNEX E – UNION MEMBERSHIP

The Employer shall send a virtual union membership form to the postdoctoral fellow upon receipt of a new employment contract. The following preamble shall precede the virtual membership (note that the actual message sent is in French only):

Greetings:

You have obtained a position as a postdoctoral fellow. This means that you are now part of the Syndicat des travailleuses et travailleurs étudiants et postdoctoraux de l'Université Laval (STEP).

STEP represents over 5,000 assistants, approximately 40 Centre d'aide aux étudiants attendants and 200 postdoctoral fellows such as yourself. For further information, please visit www.infostep.org or see the Facebook page at www.facebook.com/syndicatSTEP.

Clause 32.01 of the collective agreement provides as follows: "Upon being hired, every new postdoctoral fellow shall become a card-carrying member of the Union and shall complete the union membership form that the Employer has sent to her or him by email." »

To confirm your membership, you must send a reply to step@step.ulaval.ca with the following wording:

"I confirm my membership in the Syndicat des travailleuses et travailleurs étudiants et postdoctoraux de l'Université Laval, affiliated with the Public Service Alliance of Canada."

You must also state your name at the end of the email, constituting your signature.

Your file information is as follows:

Family name, Given name

Address

Faculty – unit

Please verify the information indicated above. If your personal information has changed, you must go to the PeopleSoft RH self-service system at www.rh.ulaval.ca to make the change.

Comment:

Failure to return such confirmation has no effect on the collection of dues, which is mandatory for all unionized employees under the Quebec Labour Code. However, such failure shall signify that you are waiving your right to participate in the Union's activities and to certain benefits of union protection.

N.B. The collective agreement between Université Laval and the Syndicat des travailleuses et travailleurs étudiants et postdoctoraux de l'Université Laval (STEP) can be found on the Human Resources' website.

Thank you for your support.

Welcome and best wishes,

Team STEP

Syndicat des travailleurs et travailleuses étudiants et postdoctoraux de l'Université Laval (STEP)/
Public Service Alliance of Canada (PSAC)
Pavillon Alphonse-Desjardins
Local 2571, 2325 rue de l'Université
Université Laval
Québec, Québec G1V 1T1
Email: step@step.ulaval.ca
Website: www.infostep.org

ANNEX F – POSTDOCTORAL FELLOW EVALUATION SHEET

IDENTIFICATION OF POSTDOCTORAL FELLOW				
NAME				
UNIT				
RESEARCHER IN CHARGE				
HIRING DATE				
PROBATION PERIOD END DATE				
DESCRIPTION OF PRIMARY DUTIES				
EVALUATION OF ATTAINMENT OF PREDETERMINED OBJECTIVES				
OBJECTIVE	Not really met	Partially met	Completed	Exceeded

EVALUATION BASED ON SPECIFIC CRITERIA						
CRITERIA	EVALUATION					FEEDBACK
	Unsatisfactory	Needs improvement	Good	Excellent	Does not apply	<i>Explain or comment</i>
Output						
Quality of work						
Knowledge						
Organization and planning						
Initiative, sense of responsibility, reliability, ability to work independently, decision-making, problem solving, judgment						
Quality of writing						
Tolerance for uncertainty or ambiguity						
Vision, creativity and development						
Leadership						
Collaboration and teamwork, communication and interaction						
Other criterion (specify)						
Other criterion (specify)						

RECOMMENDATIONS AND ACTION PLAN	
Measures proposed to facilitate attainment of objectives	Timeline
RESEARCHER'S COMMENTS	
POSTDOCTORAL FELLOW'S COMMENTS	
SIGNATURES	
Researcher in charge	Date
Postdoctoral fellow	Date

LETTERS OF AGREEMENT

LETTER OF AGREEMENT No. 1

BETWEEN: UNIVERSITÉ LAVAL
hereinafter called “the Employer”

AND: THE PUBLIC SERVICE ALLIANCE OF CANADA / SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS
ÉTUDIANTS ET POSTDOCTORAUX DE L’UNIVERSITÉ LAVAL / FTQ (PSAC – STEP 10 800 – FTQ)
hereinafter called “the Union”

REGARDING: **Harmonization of provisions pertaining to *Labour Relations, Grievances and Adjudication* between three collective agreements**

CONSIDERING that the Union is certified by the Employer to represent employees covered by the following bargaining certificates: AQ-2001-4453, AQ-2001-2387 and AQ-2001-7180;

CONSIDERING that all three collective agreements connected with these bargaining certificates include an article titled: LABOUR RELATIONS, GRIEVANCES AND ADJUDICATION;

CONSIDERING that the Employer and the Union shall discuss questions relating to all three collective agreements on the same labour relations committee;

CONSIDERING that the timelines of the collective agreements differ;

CONSIDERING the collective agreement concerning 2019-2023 postdoctoral fellows;

THE PARTIES AGREE AS FOLLOWS:

1. The provisions in Article 30 of the collective agreement concerning postdoctoral fellows shall replace the provisions in Article 11 of the collective agreement concerning attendants at the Centre d’aide aux étudiants as well as Article 11 of the collective agreement concerning assistants.
2. The rotation system determining which adjudicator the Parties must present a grievance to shall apply to all three collective agreements combined.
3. If the Employer and the Union agree to amend these provisions during the negotiation process for one of the three collective agreements, these new provisions shall replace equivalent provisions in the other two collective agreements.

This agreement shall be renewable so long as the Employer and the Union do not agree to change the terms.

In witness whereof, the Parties have signed this letter of agreement in Québec, this ____ day of _____ 2019.

For the Employer

For the Union

Lyne Bouchard

Evelyn Dionne

Marie-Pierre Beaumont

Natalie Rainville

LETTER OF AGREEMENT No. 2

BETWEEN: UNIVERSITÉ LAVAL
hereinafter called “the Employer”

AND: THE PUBLIC SERVICE ALLIANCE OF CANADA / SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS
ÉTUDIANTS ET POSTDOCTORAUX DE L’UNIVERSITÉ LAVAL / FTQ (PSAC – STEP 10 800 – FTQ)
hereinafter called “the Union”

REGARDING: **Supplementary scholarship for postdoctoral fellows awarded a nominative scholarship for excellence**

CONSIDERING the certificate of the Union representing “all postdoctoral fellows registered at Université Laval and salaried within the meaning of the Labour Code whose compensation, paid in the form of a salary or scholarship, comes from Université Laval’s research fund, with the exception of salaries covered by another bargaining certificate”;

CONSIDERING that since February 17, 2014, no postdoctoral fellow can receive a scholarship drawn from Université Laval’s research fund;

CONSIDERING that some postdoctoral fellows receive a nominative scholarship for their fellowship, paid directly by a funding agency, before the start of their fellowship or during their fellowship, and that they are thus excluded from the bargaining certificate;

CONSIDERING that for some postdoctoral fellows receiving a nominative scholarship, the funding agency gives this scholarship to Université Laval, which acts as paying agent, both before the start of their fellowship and during their fellowship, and that they are thus excluded from the bargaining certificate;

CONSIDERING the fact that a researcher in charge can pay compensation drawn from Université Laval’s research fund in the form of salary to supplement the scholarship of a postdoctoral fellow otherwise excluded from the bargaining certificate;

CONSIDERING the 2019-2023 collective agreement between the Employer and the Union;

THE PARTIES AGREE AS FOLLOWS:

General

1. Postdoctoral fellows must declare as soon as possible any source of external funding or any change to the external funding they receive in relation to their postdoctoral fellowship. Upon receipt, they shall give a copy of the funding agency’s letter to their researcher in charge and to the VPHR.

Scope of application

2. Postdoctoral fellows registered at Université Laval who are paid a supplementary scholarship in the form of salary drawn from Université Laval's research fund by the researcher in charge shall be covered by the Union's certificate for this compensation paid in the form of salary.

3. To pay the supplementary scholarship, the researcher in charge shall set up a contract for a certain number of hours per week, paid at the minimum wage set out in Article 25.03 of the collective agreement, depending on the amount she or he wishes to pay. For a postdoctoral fellow holding an active contract on the eve of the effective date of the nominative scholarship, the number of hours in the contract used to establish the supplementary scholarship shall be determined based on the hourly rate in effect at that moment.

4. Although this number of hours is generally less than 35 hours per week, the postdoctoral fellowship remains full-time as set out by the Faculté des études supérieures et postdoctorales and in the collective agreement.

5. For a contract concerning a supplementary scholarship, the Employer shall specify the name of the funding agency as well as the amount in question and the period covered by the scholarship in the contract.

Obtaining external funding in the course of a contract

6. When a postdoctoral fellow receives a nominative scholarship in the course of her or his contract, the researcher in charge shall terminate the postdoctoral fellow's contract, which shall end on the day prior to the effective date of the scholarship. A supplementary scholarship can be paid at the discretion of the researcher in charge, in which case the provisions of this agreement shall apply. In this case, a new contract will come into effect at that time.

Adaptation

7. For postdoctoral fellows receiving a supplementary scholarship, the following provisions of the collective agreement shall be modified as follows:

Article 2.08 Addition: A nominative scholarship shall not be considered as coming from the Université's research fund if the Université is only responsible for its administration as a paying agent, as is, for instance, the case with scholarships awarded by the CIHR, Diabetes Canada and Mitacs.

Article 10.01 Addition: f) Obtaining external funding in the course of a contract.

Article 15.02 Addition: The postdoctoral fellowship shall remain a full-time position, despite the fact that the contract established for the supplementary scholarship sets out fewer hours than a standard work week, determined by the researcher in accordance with the third point of the letter of agreement no. 2.

8. The Employer's obligations are established in the part of the fellowship covered by the supplementary scholarship based on the number of hours of work set out in the contract, namely with regard to the application of the following articles:

- 21.02, 21.03, 21.09, 21.10, 21.14, 21.15 – compensation paid during parental leave
- 22.03, 22.05, 22.11 – disability paid by the Employer, disability insurance and CNESST
- 24.02 – supplementary pension plan
- 26.03 – vacation indemnity paid at the end of the contract

9. These obligations are also established based on the number of hours set out in the contract for the purpose of applicable payroll deductions, namely:

- Income declared to the CNESST
- Employment Insurance
- QPP

10. The Parties agree to meet within the 10 working days following a meeting request related to any issues stemming from the application of this letter of agreement.

In witness whereof, the Parties have signed this letter of agreement in Québec, this ____ day of _____ 2019.

For the Employer

For the Union

Lyne Bouchard

Evelyn Dionne

Marie-Pierre Beaumont

Natalie Rainville

LETTER OF AGREEMENT No. 3

BETWEEN: UNIVERSITÉ LAVAL
hereinafter called “the Employer”

AND: THE PUBLIC SERVICE ALLIANCE OF CANADA / SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS
ÉTUDIANTS ET POSTDOCTORAUX DE L’UNIVERSITÉ LAVAL / FTQ (PSAC – STEP 10 800 – FTQ)
hereinafter called “the Union”

REGARDING: Pooling banks of time off for union duties

CONSIDERING that the Union is certified by the Employer to represent employees covered by the following bargaining certificates: AQ-2001-4453, AQ-2001-2387 and AQ-2001-7180;

CONSIDERING that all three collective agreements connected with these bargaining certificates include a bank of time off for union duties;

CONSIDERING that the Employer agrees, for union duty purposes, to the Union designating a member of any of its bargaining units to take on the responsibilities associated with the application of the collective agreement concerning postdoctoral fellows;

THE PARTIES AGREE AS FOLLOWS:

When one of the banks of time off for union duties provided for by one of the collective agreements between the Employer and the Union is exhausted, the balance of a bank of time off for union duties provided for by another collective agreement between the Employer and the Union can be used until all three union duty banks are exhausted.

This agreement shall be renewable until the Employer and the Union agree to different terms.

In witness whereof, the Parties have signed in Québec, this ___ day of _____ 2019.

For the Employer

For the Union

Lyne Bouchard

Evelyn Dionne

Marie-Pierre Beaumont

Natalie Rainville

LETTER OF AGREEMENT No. 4

BETWEEN: UNIVERSITÉ LAVAL
hereinafter called “the Employer”

AND: THE PUBLIC SERVICE ALLIANCE OF CANADA / SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS
ÉTUDIANTS ET POSTDOCTORAUX DE L’UNIVERSITÉ LAVAL / FTQ (PSAC – STEP 10 800 – FTQ)
hereinafter called “the Union”

REGARDING: Joint committee – synchronizing the sending of the union membership email

CONSIDERING the 2019-2023 collective agreement, the Parties agree as follows:

1. Within 60 days following the effective date of the collective agreement, the Parties shall form a joint committee (hereafter the Committee) whose mandate shall be to evaluate the feasibility of synchronizing the sending of the union membership email and the acceptance of the postdoctoral fellow’s contract by the VPHR.
2. The Committee shall consist of two (2) representatives of the Employer and two (2) representatives of the Union. Committee members can enlist the help of one or several specialists if needed.
3. If synchronization is impossible, Committee members can explore and suggest other solutions to the Employer.
4. Committee members must submit the results of their work no later than December 31, 2019.

In witness whereof, the Parties have signed this letter of agreement in Québec, this ___ day of _____ 2019.

For the Employer

For the Union

Lyne Bouchard

Evelyn Dionne

Marie-Pierre Beaumont

Natalie Rainville

LETTER OF AGREEMENT No. 5

BETWEEN: UNIVERSITÉ LAVAL
hereinafter called “the Employer”

AND: THE PUBLIC SERVICE ALLIANCE OF CANADA / SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS
ÉTUDIANTS ET POSTDOCTORAUX DE L’UNIVERSITÉ LAVAL / FTQ (PSAC – STEP 10 800 – FTQ)
hereinafter called “the Union”

REGARDING: Coming into effect of group insurance enrolment upon being hired

CONSIDERING the changes necessary to allow group insurance enrolment upon being hired;

CONSIDERING the 2019-2023 collective agreement;

THE PARTIES AGREE TO THE FOLLOWING:

Notwithstanding clauses 20.01 and 37.01, the Employer shall implement group insurance enrolment upon being hired within ninety (90) days of the collective agreement coming into effect, without retroactive effect.

In witness whereof, the Parties have signed this letter of agreement in Québec, this ____ day of _____ 2019.

For the Employer

For the Union

Lyne Bouchard

Evelyn Dionne

Marie-Pierre Beaumont

Natalie Rainville