

File: 2122-U0059-3

April 11, 2023

TO: All PSAC Members working at McGill University in the Postdoctoral Fellows Bargaining Unit

RE: Ratification of Tentative Agreement

Monday, March 27, after almost 2 years of negotiations, your bargaining team reached a tentative agreement with McGill University for a new collective agreement for postdoctoral fellows. The Agreement addresses core goals set by our bargaining team at the outset of negotiations. A full explanation of the new agreement will be provided at ratification meetings April 13 at 12pm and 7pm (virtually). Members will have two choices on the ballot - a yes vote in favour of ratification of our agreement, or a no vote to reject the agreement, in which case we will prepare for job action.

SUMMARY OF TENTATIVE AGREEMENT

TERM

A collective agreement with a term of just under six (6) years from August 1, 2020 to May 31, 2026.

ECONOMIC INCREASE

The tentative agreement provides for rates of pay to increase as follows:

Annualized minimum salary:

- **August 1, 2020:** Thirty-four thousand six hundred and eleven dollars (**\$34,611**)
- **May 29, 2022:** Thirty-eight thousand dollars (**\$38,000**)
- **June 4, 2023:** Forty-one thousand five hundred dollars (**\$41,500**)
- **June 2, 2024:** Forty-five thousand dollars (**\$45,000**)
- **June 1, 2025:** Forty-eight thousand dollars (**\$48,000**)

Employees at or over the new minimum salary will receive the following salary increases:

- **May 30, 2021** salary increase of **2.0%**
- **May 29, 2022** salary increase of **3.0%**
- **June 4, 2023** salary increase of **3.0%**
- **June 2, 2024** salary increase of **3.0%**
- **June 1, 2025** salary increase of **3.0%**

Employees below the new set minimum will receive either the salary increases or be brought up to the minimum, whichever is the highest.

Employees on appointment as of February 2, 2023 will be eligible for retroactive payments. Retroactive payments for the salary paid between August 1, 2020 and the implementation date of the new salary, will be processed within ninety (90) working days of the signature of the Collective Agreement and will be paid on the pay date that follows the processing date. Retroactive payments will be pensionable amounts and subject to pension plan provisions.

HARASSMENT, SEXUAL HARASSMENT AND DISCRIMINATION

- Improved definition of sexual harassment
- Right to file a grievance and to union representation

JOB SECURITY

- All appointments must now normally be of a duration of twelve (12) months or greater
- 20 working days prior to the end of the appointment your supervisor must provide written confirmation of the end date of the appointment

WORK HOURS AND OVERTIME

- Pro-rating of salary for those whose weekly hours of work are greater than 35 hours

VACATION

- Improved process for taking vacation
- Ability to take sick leave instead of vacation if you fall ill before your vacation, and ability to delay vacation if you become hospitalized during your vacation

ABSENCE FOR FAMILY OR PARENTAL REASONS

- Expanded definition of family

DOMESTIC OR SEXUAL VIOLENCE LEAVE

- New leave added to the agreement in line with the Labour Standards Act

PROFESSIONAL DEVELOPMENT

- New fund of \$25,000 for training and developmental activities

BENEFITS AND THE MINIMUM SALARY

- Change in definition of minimum salary
- All members will be eligible to receive benefits

TRI-AGENCY PAID PARENTAL LEAVE

- New paid parental leave benefit of up to 100% of your salary for up to 1 year for postdoctoral fellows whose salary is paid by a Tri-Agency research grant

Your Negotiating Team, consisting of:

Sean Cory – Negotiating Team Member
Sneha Shankar – Negotiation Team Member
Erin Sirett – PSAC Negotiator

unanimously recommends the acceptance of the tentative agreement.

In Solidarity,



Yvon Barrière
Regional Executive Vice-President – Quebec

cc. Jonathan Choquette, Regional Political Action and Communication Officer
Negotiations Section
Susan O'Reilly, A/Director, Representation and Legal Services Branch
Jean-Michel Fortin, Regional Coordinator, Québec
Reine Zamat, Supervisor, Membership Administration
Megan Whitworth, Administrative Assistant, Membership Administration
ROB National Mobilization
Chantal Wilson, Member Information Officer
Louise Casselman, Social Justice Fund Officer
Laura Avalos, Social Justice Fund Advisor

MEMORANDUM OF AGREEMENT
RENEWING THE COLLECTIVE AGREEMENT

BETWEEN

MCGILL UNIVERSITY
(HEREINAFTER THE "UNIVERSITY")

AND

ASSOCIATION OF MCGILL UNIVERSITY
RESEARCH EMPLOYEES (AMURE)
—
PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)
POSTDOCTORAL FELLOWS
(HEREINAFTER THE "UNION")
(COLLECTIVELY, THE "PARTIES")

The present Memorandum of Agreement renews the Collective Agreement between the Parties, which expired on July 31, 2020.

Unless otherwise specified, all modifications to the Collective Agreement come into effect on the date of signature of the Collective Agreement.

This Agreement is also conditional upon the Union presenting and obtaining a favorable vote from its membership on the tentative agreement.

1. Term of the Collective Agreement

The Collective Agreement comes into effect on the date of its signature and shall remain in effect until May 31, 2026.

2. Rates of pay

Pay increase date:

- a) As per Article 19.01 of the Collective Agreement, the May 30, 2021 salary increase of 2%, the May 29, 2022 salary increase of 3% and the new annualized minimum salary of thirty-eight thousand dollars (\$38,000) of May 29, 2022 will be implemented on the first pay date following sixty (60) working days of the signature of the Collective Agreement;
- b) Employees below the new set minimum of May 29, 2022 (\$38,000) will receive either the salary increase or be brought up to the minimum, whichever is the highest;

Retroactivity:

- c) Retroactive payments for the salary paid between August 1, 2020 and the implementation date of the new salary, will be processed within ninety (90) working days of the signature of the Collective Agreement and will be paid on the pay date that follows the processing date;

- d) Only Employees on appointment as of February 2, 2023 will be eligible for retroactive payments;
- e) Retroactive payments will be pensionable amounts and subject to pension plan provisions.

Required employee information:

- f) Individuals must ensure that their mailing addresses and Canadian bank account information are updated in the HR system (Workday).

3. Union Grievance on Hours of work



This agreement also includes an agreement from to Union to withdraw grievance dated March 11, 2022, number 22-006PD on Hours of work.

4. **Modifications to the text of the Collective Agreement**

The Parties have reached agreements and modified the texts of the Collective Agreement; these agreements and modifications to the texts of the Collective Agreement are reproduced in Appendix "A" of this memorandum of agreement, page number 3 to page number 43, hereto.

The parties will collaborate with each other to finalize the bilingual version of the attached documents in appendix A of this memorandum of agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have signed in Montreal, Québec on the days below in February, undertaking to recommend its ratification by their respective principals.

FOR THE UNIVERSITY	FOR THE UNION
Lorraine Chalifour Associate Dean Graduate and Postdoctoral Studies	Sean Cory President, AMURE 
On ____ March 2023	On <u>27</u> March 2023
Clara Spadafora Associate Director, Academic Records	Erin Sirett Negotiator 
On ____ March 2023	On 27 March 2023

Linda DeLuca Academic Affairs Officer On ____ March 2023	
Dimitra Koinis Senior Labour Advisor Employee and Labour Relations On ____ March 2023	
Shakir Ladha Senior Labour Advisor Employee and Labour Relations On ____ March 2023	
Denis Gauthier Negotiator Employee and Labour Relations On ____ March 2023	

APPENDIX A

ARTICLE 2 – UNION RECOGNITION

2.03

Any Employee, who, according to the provisions of the Collective Agreement, holds a hiring contract upon the signing of the Collective Agreement and is not a member of the Union, shall become a member of the Union, if they correspond to the definition of the bargaining Unit. All new Employees shall become members of the Union upon hiring. To do so, an Employee shall sign a membership form provided by the Union **included as a hyperlink in the employment offer issued by the Employer**. The Employer is not required to dismiss an Employee because the Union has refused, suspended or rescinded their Union membership.

Postdoctoral Fellows
McGill proposal Oct 19, 2021 @ 9 am

ARTICLE 5 Definition of Terms

Current Text	Proposed Text
<p>English 5.02 Post-Doctoral Fellow Is a Research Fellow employed at McGill with a valid Doctoral degree (PhD or MD) for a maximum of five (5) years after obtaining their Doctoral degree. A Post-Doctoral Fellow is hired on a full-time basis.</p>	<p>English 5.02 Post-Doctoral Fellow: Is an Research Fellow employed at McGill Employee with a valid Doctoral degree (PhD or equivalent). The period of postdoctoral employment can be for a maximum of five (5) years from the date when the degree was earned. A Post-Doctoral Fellow is hired on a fulltime basis. The Post-Doctoral Fellows covered by this collective agreement are referred to internally as Post-Doctoral Researchers by McGill University and shall henceforth be referred to as Employees in this collective agreement.</p>



Erin Sirett, Negotiator, PSAC
March 23, 2022

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ARTICLE 5 Definition of Terms

Current Text	Proposed Text
<p>5.10 Union Delegate: Is any Employee, with a valid Post-Doctoral Fellow contract and who has been designated by the Union to perform Union duties, subject to the provisions of the Collective Agreement regarding Union activities.</p> <p>5.10 Délégué syndical: Désigne toute Personne salariée qui est désignée par le Syndicat pour assumer des fonctions syndicales sous réserve des dispositions de la convention collective en rapport avec les activités du Syndicat.</p>	<p>5.10 Union Delegate: Is any Employee, with a valid Post-Doctoral Fellow contract and who has been designated by the Union to perform Union duties, subject to the provisions of the Collective Agreement regarding Union activities.</p> <p>5.10 Délégué syndical: Désigne toute Personne salariée qui est désignée par le Syndicat pour assumer des fonctions syndicales sous réserve des dispositions de la convention collective en rapport avec les activités du Syndicat.</p>

Proposal accepted by the parties on July 22, 2021




ARTICLE 5 Definition of Terms

Current Text	Proposed Text
<p>English</p> <p>5.15 Parties: Is the Employer and the Union.</p> <p>French</p> <p>5.15 Parties: Désigne l'Université et le Syndicat.</p>	<p>English</p> <p>5.15 Parties: Is the Employer and the Union.</p> <p>French</p> <p>5.15 Parties: Désigne l'Université Employeur et le Syndicat.</p> <p>Unless the context dictates otherwise, we suggest to replace "Université" by "Employeur" in the French version throughout the collective agreement</p>

Proposal accepted by the parties on July 22, 2021




ARTICLE 5 – DEFINITION OF TERMS

5.16 Salary:

Is the base salary paid by the University to the Employee, excluding any premium, allowances, and any other form of compensation.

5.16 Salaire:

Désigne le salaire de base verse par l'Université à la Personne salariée excluant toute prime, allocation et toute autre forme de rémunération.

ARTICLE 6 HARASSMENT, SEXUAL HARASSMENT AND DISCRIMINATION

Current Text	Proposed Text
<p>English ARTICLE 6 – HARASSMENT, SEXUAL HARASSMENT AND DISCRIMINATION</p> <p>6.01 In application of the Collective Agreement, neither the Employer, nor the Union, nor any of their representatives or Members will harass, threaten, coerce or discriminate, against an Employee or other member of the Employer based on race, colour, sex, pregnancy, sexual orientation, gender identity or expression, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a disability or the use of any means to palliate a disability, or the exercising of a right which they are entitled to in virtue of the Collective Agreement or by law.</p> <p>Every Employee has a right to a work environment free from harassment.</p> <p>6.02 The Employer must take reasonable action to prevent harassment and, whenever they become aware of such behaviour, to put a stop to it.</p> <p>6.03 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</p>	<p>English ARTICLE 6 – HARASSMENT, SEXUAL HARASSMENT AND DISCRIMINATION</p> <p>6.01 All Employees are covered by the University Policy on Harassment and Discrimination and the University Policy Against Sexual Violence, as amended by the University from time to time.</p> <p>6.016.02 In application of the Collective Agreement, neither the Employer, nor the Union, nor any of their representatives or Members will harass, threaten, coerce or discriminate, against an Employee or other member of the Employer based on race, colour, sex, pregnancy, sexual orientation, gender identity or expression, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a disability or the use of any means to palliate a disability, or the exercising of a right which they are entitled to in virtue of the Collective Agreement or by law.</p> <p>Every Employee has a right to a work environment free from harassment.</p> <p>6.026.03 The Employer must take reasonable action to prevent harassment and, whenever they become aware of such behaviour, to put a stop to it.</p> <p>6.036.04 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</p>

<p>result in a harmful work environment for the Employee.</p> <p>A single serious incident of such behaviour that has a lasting harmful effect on an Employee may also constitute psychological harassment.</p> <p>6.04 Sexual harassment means any repeated and unwanted or imposed sexual advance which can be verbal, written, iconographic or through body language.</p>	<p>result in a harmful work environment for the Employee.</p> <p>A single serious incident of such behaviour that has a lasting harmful effect on an Employee may also constitute psychological harassment.</p> <p>6.046.05 Sexual harassment means any repeated and unwanted or imposed sexual advance which can be verbal, written, iconographic or through body language.</p> <p>Sexual harassment means any repeated and unwanted or imposed sexual advance which can be verbal, written, iconographic or through body language. any conduct of a sexual nature by one member of the University community towards another member of the University community where sexual activity is made an explicit or implicit term or condition of an individual's employment or status in a course, program, or activity; or, is used as a basis for an employment or educational decision affecting an individual; or any conduct of a sexual nature by one member of the University community towards another member of the University community the effect of which is to impair that person's work or educational performance where it is known or ought to be known that the conduct is unwelcome.</p> <p>A single serious incident of such behaviour that has a lasting harmful effect may also constitute harassment.</p> <p>NEW 6.06 The Employee who believes that they were subject to harassment, discrimination prohibited by law or sexual violence may file a complaint pursuant to the Employer's policies or file a grievance in accordance with the Grievance procedure set out in the Collective Agreement.</p>
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<p>6.05 The present article does not limit the authority of persons with supervisory responsibilities to undertake performance evaluations, ensure effective work relations and impose disciplinary or administrative measures.</p>	<p>An Employee filing a grievance after the completion of the complaint process under the University policies on Harassment and Discrimination and Sexual Violence must do so in accordance with article 11.04 of the Collective Agreement.</p> <p>The date that the Employee is informed in writing of the outcome of the investigation shall be the date applied in the calculation of deadlines as per Article 11.04.</p> <p>Any grievance relating to psychological or sexual harassment shall be filed within the deadline provided for in the Act Respecting Labour Standards.</p> <p>NEW 6.07 Upon receipt of a complaint of harassment or discrimination from or involving an Employee, the Employer will advise the Employee of their right to Union representation.</p> <p>6.056.08 The present article does not limit the authority of persons with supervisory responsibilities to undertake performance evaluations, ensure effective work relations and impose disciplinary or administrative measures.</p>
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ARTICLE 7 Employee Files Definition of Terms

Current Text	Proposed Text
<p>English</p> <p>7.01</p> <p>After notifying Human Resources, any Employee or Union Representative who has been authorized in writing by the Employee, may examine all documents contained in the Employee's personnel file. This consultation must be done in the presence of an Employer representative, during regular business hours and upon presentation of identification.</p> <p>The employee file will be held distinct from the Student file.</p> <p>French</p> <p>7.01</p> <p>Après avoir prévenu les Ressources Humaines, toute Personne salariée ou Représentant syndical ayant une autorisation écrite de la part de la Personne salariée peut examiner les documents contenus dans le dossier d'emploi de la Personne salariée. La consultation du dossier de la Personne salariée doit être faite en présence d'un représentant de l'Université, pendant les heures d'affaires et sur présentation d'une pièce d'identification.</p> <p>Le dossier d'emploi du salarié est distinct de son dossier d'études.</p>	<p>English</p> <p>7.01</p> <p>After notifying Human Resources, any Employee or Union Representative who has been authorized in writing by the Employee, may examine all documents contained in the Employee's personnel file. This consultation must be done in the presence of an Employer representative, during regular business hours and upon presentation of identification.</p> <p>The employee file will be held distinct from the Student academic file.</p> <p>French</p> <p>7.01</p> <p>Après avoir prévenu les Ressources Humaines, toute Personne salariée ou Représentant syndical ayant une autorisation écrite de la part de la Personne salariée peut examiner les documents contenus dans le dossier d'emploi de la Personne salariée. La consultation du dossier de la Personne salariée doit être faite en présence d'un représentant de l'Université, pendant les heures d'affaires et sur présentation d'une pièce d'identification.</p> <p>Le dossier d'emploi du salarié est distinct de son dossier d'études académique.</p>

Proposal accepted by the parties on July 12, 2021

ARTICLE 8 Intellectual Property and Conduct of Research

Current Text	Proposed Text
<p>English 8.01 Intellectual property is governed by the University's Policy on Intellectual Property.</p> <p>French 8.01 La politique de l'Université s'applique en matière de propriété intellectuelle.</p>	<p>English 8.01 Intellectual property is governed by the University's Policy on Intellectual Property Copyright and Policy on Inventions and Software.</p> <p>French 8.01 La politique de l'Université s'applique en matière de propriété intellectuelle. La propriété intellectuelle est régie par la Politique sur les droits d'auteur et la Politique sur les inventions et les logiciels.</p>

Proposal accepted by the parties on July 12, 2021



ARTICLE 9 UNION ACTIVITIES

Current Text	Proposed Text
<p>ARTICLE 9 – UNION ACTIVITIES</p> <p>9.05 After a transition period of ninety (90) days following the signing of the Collective Agreement, the Employer shall provide the Union, every month, a list of all current Employees. Where available, this list shall contain, for each Employee, their:</p> <ul style="list-style-type: none"> a) Name b) Employee Number c) Work address, building name and code d) E-mail address e) Date originally hired f) Start and end date of contract g) Faculty/department h) Hours worked, hourly wage i) Total Salary for the period j) Home address k) Telephone number 	<p>ARTICLE 9 – UNION ACTIVITIES</p> <p>9.05 After a transition period of ninety (90) days following the signing of the Collective Agreement, the Employer shall provide the Union, every month, a list of all current Employees. Where available, this list shall contain, for each Employee, their:</p> <ul style="list-style-type: none"> a) Name b) Employee Number c) Work address, building name and code d) E-mail address e) Date originally hired f) Start and end date of contract g) Faculty/department h) Hours worked, hourly wage i) Total Salary for the period j) Home address k) Telephone number l) gender m) preferred language (EN/FR) n) Employee's supervisor



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March 23, 2022

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ARTICLE 9 – UNION ACTIVITIES

9.09

Subject to the availability of space resources, the Employer shall make available to the Union, free of charge from McGill, an office, furnished with one (1) desk, two (2) chairs,

one (1) four-drawer filing cabinet and a telephone, the cost of the telephone services to be borne by the Union.

Any fees, taxes or other charges from external agencies, Government or Municipality will be at the Union charge. **The Union will sign a Right of Use Agreement with McGill for the office space allocated to them (see Appendix XY for Right of Use Agreement).** The Employer retains the right to change the location of the Union office depending on its own needs.

~~Until a suitable office space is provided, three (3) times a year, the Employer will meet with the Union and will provide a report on the status of the pending request.~~

9.15

All Union liberation time which has been approved, as specified in the Collective Agreement, will be paid by the Employer as if it was worked time. The payment of all Union liberation time will be reimbursed to the Employer by the Union and will include base salary and benefits.

The Employer will grant the Union an annual amount of ~~twenty-six~~**thirty-one** thousand dollars (\$~~26~~**31**,000) to be used to reimburse liberation time. The reimbursement of payment of liberation time in excess of the ~~twenty-six~~**thirty-one** thousand dollars (\$~~26~~**31**,000) will be borne by the Union.

The amount of ~~twenty-six~~**thirty-one** thousand dollars (\$~~26~~**31**,000) will be paid to the Union on June 1st of each year. The invoicing of Union liberation time will be done by the Employer on a quarterly basis and the payment by the Union will be done within thirty (30) days from receipt of the invoice.

~~Within ninety (90) days of the signature of the collective agreement, the Employer will pay to the Union a lump sum payment of thirteen thousand dollars (\$13,000) as retroactive Union liberation.~~

Payable from the date of the signature of the collective agreement.

ARTICLE 11 – GRIEVANCE

Current Text	Proposed Text
<p>11.03 Initial Discussion</p> <p>Any Employee with a problem concerning the application of the present Collective Agreement which could give rise to a Grievance must discuss it with their immediate supervisor or in their absence, with the person replacing them, with a view to resolving it if possible. The request for discussion must be in writing (including by email).</p> <p>The Employee may be accompanied by their Union Representative to this discussion if they desire.</p> <p>The Supervisor shall respond to the request for discussion in writing within ten (10) working days of receiving the request. If the discussion between the Employee and their immediate supervisor does not succeed in resolving the problem or if the supervisor does not answer to the Employee in writing, the Employee and/or the Union may use the grievance procedure.</p>	<p>11.03 Initial Discussion</p> <p>a) The parties to this agreement strongly support an informal problem-solving process. It is recommended for any Employee with a problem concerning the application of the present Collective Agreement which could give rise to a Grievance must to discuss it with their immediate supervisor or in their absence, with the person replacing them, with a view to resolving it if possible. However, it is not necessary for an Employee, a group of Employees or the Union to complete the Initial Discussion stage before filing a grievance.</p> <p>a) The request for an initial discussion must be in writing (including by email). The Employee may be accompanied by their Union Representative to this discussion if they desire. The Supervisor shall respond to the request for discussion in writing within ten (10) working days of receiving the request. If the discussion between the Employee and their immediate supervisor does not succeed in resolving the problem or if the supervisor does not answer to the Employee in writing, the Employee and/or the Union may use the grievance procedure.</p>

<p>11.08 For the purpose of calculating delays in this article, working days are from Monday to Friday, excluding Saturdays, Sundays and holidays recognized in the Collective Agreement.</p> <p>All delays mentioned in Article 11 are suspended from June 24 to Labour Day (inclusive) and from December 25 to January 2 (inclusive).</p> <p>11.09 The delays mentioned in this article are mandatory unless otherwise agreed upon in writing. Failure to comply with these delays will render a Grievance null and void for the purpose of the Collective Agreement.</p>	<p>11.08 For the purpose of calculating delays deadlines in this article, working days are from Monday to Friday, excluding Saturdays, Sundays and holidays recognized in the Collective Agreement.</p> <p>All delays mentioned in Article 11 are suspended from June 24 to Labour Day (inclusive) and from December 25 to January 2 (inclusive).</p> <p>11.09 The delays deadlines mentioned in this article are mandatory unless otherwise agreed upon in writing by the Parties. Such agreement shall not be unreasonably withheld. Failure to comply with these delays deadlines will render a Grievance null and void for the purpose of the Collective Agreement.</p>
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Erin Sirett, Negotiator, PSAC
March 23, 2022

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ARTICLE 12 ARBITRATION

Current Text	Proposed Text
<p>English 12.01 If the Union or the Employer wishes to submit a Grievance to arbitration, it must advise the other party in writing within the delays specified in Article 11.07.</p> <p>French 12.01 Si le Syndicat souhaite soumettre un Grief à l'arbitrage, il doit en informer l'Université par écrit dans les délais spécifiés à l'article 11.07.</p>	<p>English 12.01 If the Union or the Employer wishes to submit a Grievance to arbitration, it must advise the other party in writing within the delays deadlines specified in Article 11.07</p> <p>French 12.01 Si le Syndicat souhaite soumettre un Grief à l'arbitrage, il doit en informer l'Université par écrit dans les délais spécifiés à l'article 11.07.</p>



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ARTICLE 13 Disciplinary Measures

Current Text	Proposed Text
<p>ARTICLE 13 - DISCIPLINARY MEASURES</p> <p>13.07 All delays are suspended from June 24 to Labour Day (inclusive) and from December 25 to January 2 (inclusive) for the purpose of determining deadlines in respect to disciplinary measures.</p>	<p>ARTICLE 13 - DISCIPLINARY MEASURES</p> <p>13.07 All delays are suspended from June 24 to Labour Day (inclusive) and from December 25 to January 2 (inclusive) for the purpose of determining deadlines in respect to disciplinary measures.</p> <p>Parties agree to withdraw this article from the collective agreement.</p>




ARTICLE 14 - POSTING, APPOINTMENTS AND REAPPOINTMENTS

14.01

The parties recognize that the Post-Doctoral Fellows will be recruited and selected by their future supervisor, who may use different methods to do so among others by communicating directly with them or vice versa or by advertising in scientific or specialized journals. If a position needs to be posted, it will be posted ~~at either the departmental or faculty level~~ **on Employer's central job posting site**. The posting period shall then be of at least five (5) working days.

14.02

The posting shall include:

- Posting period
- Position title
- Brief description of duties
- Qualifications
- Name of the immediate Supervisor
- Work schedule
- Working hours
- Location of work
- Salary information
- Planned start and end date of appointment (if applicable)

[...]

14.04

The appointment of all Post-Doctoral Fellows shall be a Definite Term Appointment. Post-Doctoral Fellows may be reappointed by the Research Director for additional Definite Term Appointments. The duration of any Definite Term Appointment is at the sole discretion of the Research Director.

14.05

An appointment is normally of a duration of twelve (12) months or greater. However, in certain circumstances, an appointment of less than twelve (12) months may be offered. The Employer shall not use appointments of less than twelve (12) months for the sole purpose of preventing the hiring of a single Employee for a period of twelve (12) months or more.

Renumber the following

14.05

A hiring is confirmed by a letter of appointment containing the following information:

- Position title
- Work schedule
- Working hours
- Location of work
- **Gross Salary**
- Start date
- End date
- **Statement that the position is unionized and their conditions of work are governed by the AMURE Collective Agreement, and the online address where the Collective Agreement is available.**
- **AMURE welcome flyer**

The letter of appointment will be signed by the Employee in the Employer's HR system prior to the commencement of their appointment.

14.06

The continuation and renewal of a Post-Doctoral Fellow's appointment is contingent on acquiring and maintaining sufficient funding amongst other criteria.

14.07

The continuation and renewal of a Post-Doctoral Fellow's appointment is also contingent on the Employee acquiring and maintaining the credentials and/or qualifications deemed necessary for the appointment.

It may also be made contingent on acquiring and/or maintaining:

- a) Appropriate professional accreditation and/or
- b) An appointment in an Affiliated Health Institution;

In the event that the Post-Doctoral Fellow fails to meet a condition provided for in this clause, their appointment will terminate:

four (4) weeks following loss of the accreditation, appointment in an Affiliated Health Institution, or qualifications;

OR

On the normal termination date of their appointment; whichever is the earlier.

NEW 14.08

Twenty (20) working days prior to the end of the appointment the Employer shall provide written confirmation of the end date of the appointment.

ARTICLE 15 Probationary Period

Current Text	Proposed Text
<p>English 15.02 The probationary employee is entitled to all the benefits of this Collective Agreement, unless otherwise specified. However, if the Employer decides to terminate the employee during their probationary period, the probationary employee does not have the right to the grievance and arbitration procedures.</p> <p>French 15.02 À compter de leur date d'embauche, les Stagiaires postdoctoraux, sauf indication contraire, ont droit à tous les bénéfices prévus par la présente convention collective. Toutefois, en cas de congédiement, la Personne salariée en probation, ne peut se prévaloir de la procédure de Grief ou d'arbitrage.</p>	<p>English 15.02 The probationary employee is entitled to all the benefits of this Collective Agreement, unless otherwise specified. However, if the Employer decides to terminate the employee during their probationary period, the probationary employee does not have the right to the grievance and arbitration procedures.</p> <p>French 15.02 À compter de leur date d'embauche, les Personnes salariées en période de probation Stagiaires postdoctoraux, sauf indication contraire, ont droit à tous les bénéfices prévus par la présente convention collective. Toutefois, en cas de congédiement, la Personne salariée en période de probation, ne peut se prévaloir de la procédure de Grief ou d'arbitrage.</p> <p>(To match the English version)</p>

Proposal accepted by the parties on July 12, 2021



ARTICLE 18 Reimbursement of Expenses

Current Text	Proposed Text
<p>English</p> <p>18.01</p> <p>The reimbursement of travel and other expenses shall be made in accordance with the University's Policy on "Reimbursement of expenses", as amended from time to time.</p> <p>French</p> <p>18.01</p> <p>Le remboursement de dépenses de voyage et d'autres dépenses est fait conformément à la Politique de l'Université "Remboursement des dépenses", telle que modifiée de temps à autre.</p>	<p>English</p> <p>18.01</p> <p>The reimbursement of travel and other expenses shall be made in accordance with the University's Policy on "Reimbursement of expenses" Policy on Reimbursement of Travel and Other Expenses, as amended from time to time.</p> <p>French</p> <p>18.01</p> <p>Le remboursement de dépenses de voyage et d'autres dépenses est fait conformément à la Politique de l'Université "Remboursement des dépenses" Politique de remboursement des dépenses de voyages et autres dépenses, telle que modifiée de temps à autre.</p>

Proposal accepted by the parties on July 12, 2021

Current article	McGill Proposal
<p>ARTICLE 19 – REMUNERATION</p> <p>19.01 Pay Rates</p> <p>The annualized minimum salary for a Post-Doctoral Fellow is as follows:</p> <ul style="list-style-type: none"> • December 31, 2017: Thirty-three thousand dollars (\$33,000) 	<p>ARTICLE 19 – REMUNERATION</p> <p>19.01 Pay Rates</p> <p>The annualized minimum salary for a Post-Doctoral Fellow is as follows:</p> <ul style="list-style-type: none"> • August 1, 2020: Thirty-four thousand six hundred and eleven dollars (\$34,611) • May 29, 2022: Thirty-eight thousand dollars (\$38,000)

<ul style="list-style-type: none"> • June 1, 2018: Thirty-three thousand five hundred dollars (\$33,500) • June 1, 2019: Thirty-four thousand one hundred dollars (\$34,100). • June 1, 2020: Thirty-four thousand six hundred and eleven dollars (\$34,611). <p>Employees at or over the new set minimum will receive the following salary increases:</p> <ul style="list-style-type: none"> • December 31, 2017 salary increase of 1.0% • June 1, 2018 salary increase of 1.0% • June 1, 2019 salary increase of 1.5% • June 1, 2020 salary increase of 1.5% <p>Employees below the new set minimum will receive either the salary increases or be brought up to the minimum, whichever is the highest.</p> <p>Discretionary bonus/increase: At the discretion of the Research Director, a signing bonus or a retention bonus may be given.</p> <p>At the discretion of the Research Director, Post-Doctoral Fellows may, in exceptional circumstances, be granted a rate increase superior to the increases specified above.</p> <p>19.02 Payment of Salary</p> <p>Payment of salaries for all Post-Doctoral Fellows is made by direct deposit at the financial institution of their choice.</p>	<ul style="list-style-type: none"> • June 4, 2023: Forty-one thousand five hundred dollars (\$41,500) • June 2, 2024: Forty-five thousand dollars (\$45,000) • June 1, 2025: Forty-eight thousand dollars (\$48,000) <p>Employees at or over the new set minimum will receive the following salary increases:</p> <ul style="list-style-type: none"> • May 30, 2021 salary increase of 2.0% • May 29, 2022 salary increase of 3.0% • June 4, 2023 salary increase of 3.0% • June 2, 2024 salary increase of 3.0% • June 1, 2025 salary increase of 3.0% <p>The above-mentioned minima and salary increases have a retroactive effect.</p> <p>Employees below the new set minimum will receive either the salary increases or be brought up to the minimum, whichever is the highest.</p> <p>Discretionary bonus/increase: Subject to applicable regulation, At the discretion of the Research Director, a signing bonus or a retention bonus may be given at the discretion of the Research Director.</p> <p>At the discretion of the Research Director, Post-Doctoral Fellows may, in exceptional circumstances, be granted a rate increase superior to the increases specified above.</p> <p>19.02 Payment of Salary</p> <p>Payment of salaries for all Post-Doctoral Fellows is made by direct deposit at the financial institution of their choice.</p>
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The Employees will receive their pay on a biweekly frequency.	The Employees will receive their pay on a biweekly frequency.
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ARTICLE 20 - WORK HOURS AND OVERTIME

20.01

An ~~Full-time~~ Employee will normally be required to work thirty-five (35) hours per week. **When an Employee is issued a letter of appointment specifying a work week greater than thirty-five (35) hours, the annualized minimum salary shall be pro-rated to reflect the work hours.**

...

20.04

The length of the work week is determined by the needs of the research project, ~~and the nature of the tasks performed. and by the employee's dedication. Effectively the Post-Doctoral Fellows are~~ **Employees may be** expected to participate, outside of their regular hours of work, in professional activities related to their research.

~~An Post-Doctoral Fellow~~ **Employee** who voluntarily performs activities outside of their regular schedule does ~~it~~ **so** without asking for additional compensation.

Upon agreement between the Supervisor and the Employee, an Employee may perform their hours of work in a manner other than specified in 20.02 and 20.03. If the Employer will require an Employee to routinely work outside normal working hours as part of the researcher's job, this information must be specified in the job posting and/or letter of appointment.

ARTICLE 21 - VACATION

21.03

~~The Supervisor may set the date of the vacation. However, the Employee must be informed of the date of the vacation at least four (4) weeks beforehand.~~

The Supervisor will determine the dates of vacation of the Employee taking into account:

- the preference expressed by the Employee;
- the needs of the research project.

Upon agreement with their Supervisor, an Employee may change the dates of their vacation period, provided that the vacation of the other employees and the needs of the research project are respected.

21.04 renumbered 21.05

New 21.04

An Employee who is unable to take their annual vacation as a result of sickness, accident or work accident suffered prior to the start of their vacation, may delay their vacation to a later period within the reference year. However, the Employee must advise their Supervisor

of the fact as soon as possible and provide justification for the postponement of their vacation. Upon agreement with their Supervisor, the Employee may postpone their vacation period until the end of their incapacity or to a later date agreed upon with their Supervisor but in all cases within the reference year.

Any Employee who is hospitalized due to an illness or accident which occurred during their vacation may postpone the remainder of their vacation, upon agreement with their Supervisor, either to the end of their incapacity, or to a later date agreed upon with their Supervisor.

An Employee's vacation may not be postponed after the end date of an Employee's appointment.

~~21.04~~ 21.05

Vacation earned during the previous Reference Year must be taken during the following Reference Year. Upon termination of employment, the Employer shall pay the Employee for any vacation they have earned but not taken. The Employee will receive the remuneration equivalent to the number of days to which they were entitled based on the length of service.

ARTICLE 22 DESIGNATED PAID STATUTORY HOLIDAYS

Current Text	Proposed Text
<p>English</p> <p>ARTICLE 22 – DESIGNATED PAID STATUTORY HOLIDAYS</p> <p>22.01 The following days have been designated as paid holidays:</p> <ul style="list-style-type: none"> • New Year's Day • Good Friday • Easter Monday • Victoria Day • La Fête Nationale • Canada Day • Labour Day • Thanksgiving Day • Christmas Day • Boxing Day • Three (3) additional days over the Christmas Period (as set out below) • One (1) floating day to be taken during the University's Christmas break <p>22.02 If a paid holiday falls on a Saturday or a Sunday, it will be moved to the nearest Friday or Monday, as determined by McGill policy.</p> <p>22.03 The dates of the six (6) paid holidays occurring during the Christmas period will be determined in accordance with the day of the week upon which Christmas falls, according to the following schedule:</p> <p>If Christmas Day is a: the paid holidays shall be: Sunday -> December 26, 27, 28, 29, 30 and January 2</p>	<p>English</p> <p>ARTICLE 22 – DESIGNATED PAID STATUTORY HOLIDAYS</p> <p>22.01 Status quo on language</p> <p>Union's request for additional paid statutory holiday on September 30 for National Day of Truth and Reconciliation</p> <p>To be discussed as part of the monetary.</p> <p>22.02 Status quo</p> <p>22.03 Status quo</p>

<p>Monday ->December 25, 26, 27, 28, 29 and January 1</p> <p>Tuesday ->December 25, 26, 27, 28, 31 and January 1</p> <p>Wednesday->December 25, 26, 27, 30, 31 and January 1</p> <p>Thursday ->December 25, 26, 29, 30, 31 and January 1</p> <p>Friday -> December 25, 28, 29, 30, 31 and January 1</p> <p>Saturday ->December 24, 27, 28, 29, 30, 31</p>	
<p>22.04</p> <p>A Post-Doctoral Fellow working on a paid holiday as defined in article 22.01 is entitled to an indemnity or a compensatory leave at the Employer's choice. This leave must be taken in the three (3) weeks preceding or following the holiday, except in the case of la Fête Nationale.</p>	<p>22.04</p> <p>A Post-Doctoral Fellow working on a paid holiday as defined in article 22.01 is entitled to an indemnity or a compensatory leave An Employee who works on a paid statutory holiday will be entitled to an indemnity equal to one (1) day of the Salary they normally earn or a compensatory holiday of one (1) day, at the Employer's choice, in addition to the payment for hours worked. This leave must be taken in the three (3) weeks preceding or following the holiday, except in the case of la Fête Nationale.</p>
<p>22.05</p> <p>A Post-Doctoral Fellow who works on a paid holiday will be entitled to an indemnity equal to one (1) day of the Salary they normally earn, in addition to the payment for hours worked.</p> <p>If one of the statutory holidays in clause 22.01 coincides with the Employee's vacation period, or on a day which is not part of their regular work schedule, the holiday will be deferred to a date agreed upon with the Employee's Supervisor.</p>	<p><u>22.05</u></p> <p>If one of the statutory holidays in clause 22.01 coincides with the Employee's vacation period, or on a day which is not part of their regular work schedule, the holiday the vacation day will be deferred to a date agreed upon with the Employee's Supervisor. If one of the statutory holidays in clause 22.01 falls on a day outside of the Employee's regular work schedule, the holiday will be deferred to a date agreed upon with the Employee's Supervisor.</p>



Erin Sirett, Negotiator, PSAC
March 23, 2022

shakir.ladha@mcgill.ca

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shakir.ladha@mcgill.ca
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ARTICLE 23 SOCIAL LEAVES

23.06 Absence for Family or Parental Reasons

- a) An Employee may be absent from work, without pay, for ten (10) days per year to fulfil obligations relating to the care, health, or education of the Employee's child or the child of the Employee's Spouse, or because of the state of health of the Employee's Spouse, father, mother, brother, sister or one of the Employee's grandparents **of a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code.**
- b) The leave may be divided into days. A day may also be divided if the Supervisor consents thereto.
- c) An Employee may be absent from work, without pay, for a period of not more than ~~twelve (12)~~ **sixteen (16)** weeks over a period of twelve (12) months where the Employee must stay with ~~their child, Spouse, the child of their Spouse, their father, their mother, the Spouse of their father or mother, their brother, their sister or one of their grandparents~~ **with a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code** because of a serious illness or a serious accident.
- d) However, if a minor child of the Employee has a serious and potentially mortal illness, attested by a medical certificate, the Employee is entitled to an extension of the absence, which shall end at the latest one hundred and four (104) weeks after the beginning thereof.

23.07

Modalities, rights and obligations for matters related to the above-mentioned leaves in article 23.06 are the same as those set out in An Act respecting Labour Standards.

NEW

23.08 – Domestic or Sexual Violence Leave

The Employer recognizes that Employees sometimes face situations of violence or abuse, which may be physical, emotional or psychological in their personal lives that may affect their attendance and performance at work.

The Employer recognizes the Employees' rights in accordance with Article 79.1 and following of the Act respecting Labour Standards in regards, namely, to domestic violence and sexual violence.

An Employee victimized by domestic or sexual violence may contact their local HR Advisor in order to gain access to the aforementioned rights and/or additional supports.

23.08 9 Personal Leaves

An Employee who is required to be absent from work for a valid personal reason, which is not covered by any other leave provided by the Collective Agreement, may be granted paid leave of a maximum of two (2) working days per financial year, without loss of Salary or rights.

ARTICLE 24 – PARENTAL LEAVES

Maternity Leave

24.04 An eligible Employee may take a Maternity Leave of up to twenty (20) consecutive weeks. ~~The earliest date upon which Maternity Leave may commence shall be eighteen (18) weeks prior to the date of delivery. The Maternity Leave will end two (2) weeks after the actual delivery or when twenty (20) weeks of total Maternity Leave have elapsed, whichever is the later.~~ **The maternity leave may not begin before the beginning of the sixteenth (16th) week preceding the expected date of delivery and shall not end later than twenty (20) weeks after the week of delivery. If the delivery takes place after the expected date, the Employee is entitled to at least two (2) weeks of maternity leave after the delivery. The Employee may spread the maternity leave as she wishes before or after the expected date of delivery. However, where the maternity leave begins on the week of delivery, that week shall not be taken into account in calculating the maximum period of twenty (20) consecutive weeks.**

Paternity Leave

24.36

An Employee whose Spouse gives birth will be entitled to a paid leave of absence of a maximum duration of five (5) working days. This leave may be interrupted but must take place between the delivery day and the fifteenth (15th) day following the return home of the mother or the baby.

An Employee is entitled to a paternity leave of not more than five (5) uninterrupted weeks without pay ~~at the time of~~ **upon** the birth of their child. This leave must be taken at the earliest in the week in which the child is born and end no later than ~~fifty-two (52)~~ **seventy-eight (78)** weeks after the child's birth.

Extended Parental Leave

24.37

An unpaid leave of a maximum duration of ~~thirty-two (32)~~ **sixty-five (65)** weeks will be granted to the Employee as an extension of a maternity leave, a paternity leave or an adoption leave. **This leave shall be taken no later seventy-eight (78) weeks after the date of birth of the child or in the case of adoption, seventy-eight (78) weeks after the child was entrusted to the Employee.**

24.38

An Employee may obtain an ~~Extended~~ Parental Leave by written application to their research Supervisor at least two (2) weeks prior to the expiry of the Maternity, Adoption or Paternity Leave. A part-time ~~Extended~~ Parental Leave must be requested at least thirty (30) days in advance. A copy of this request must be sent to Human Resources (Shared Services).

24.39

An Employee who does not take an ~~Extended~~ Parental Leave may have a part-time ~~Extended~~ Parental Leave of a maximum duration of ~~thirty-two (32)~~ **sixty-five (65)** weeks.

24.40

In the case of a part-time ~~Extended~~ Parental Leave, the request must stipulate the arrangement of the leave for the position held by the Employee, unless there is an understanding to the contrary with the University. In the case of disagreement with the University, as regards the number of days per week, the Employee has the right to have up to two days and a half (2½) per week or the equivalent for a period up to two (2) years. After consultation with the Employee, the University determines the schedule of work. Notwithstanding what precedes, the Employee must work a minimum of fourteen (14) hours per week.

24.41

For the duration of the ~~Extended~~ Parental Leave or part-time ~~Extended~~ Parental Leave, the Employee may, upon written request to the University at least thirty (30) days in advance, change one (1) time their ~~Extended~~ Parental Leave into a part-time ~~Extended~~ Parental Leave or vice versa, as the case may be, subject to any agreement with the University to the contrary.

24.42

During the fourth (4th) week prior to the expiry date of an Employee's ~~Extended~~ Parental Leave, the University will send the Employee notification of the date upon which the leave will expire.

24.43

The Employee must give the University written notice of the intention to return to work not less than two (2) weeks prior to the end of the ~~Extended~~ Parental Leave. Should the Employee fail to provide such notice or fail to return to work at the expiry date of the ~~Extended~~ Parental Leave, the Employee will be deemed to have resigned and will be terminated accordingly.

24.44

An Employee may elect to return to work prior to the anticipated expiry date of the ~~Extended~~ Parental Leave or part-time ~~Extended~~ Parental Leave upon presentation of prior written notice of at least thirty (30) days to their research Supervisor.

24.45

Upon return to work from the ~~Extended~~ Parental Leave, or part-time ~~Extended~~ Parental Leave the University will reinstate the Employee in the position occupied before the original Maternity, Adoption or Paternity Leave commenced. If the Employee's position no longer exists, the Employee will be granted all the rights and privileges that would have been accorded at the time the job was abolished had the Employee been at work.

24.46

The Salary which the Employee will receive upon return to work, will be the Salary the Employee received when the leave commenced, increased by the amount of any Salary increase implemented during the course of the leave as per article 19.

24.47

During an ~~Extended~~ Parental Leave, an Employee will accumulate service of the ~~Extended~~ Parental Leave. An Employee wishing to continue their benefits plans shall have indicated in writing prior to the commencement of the ~~Extended~~ Parental Leave which benefits plans they wish to continue for the duration of the Extended Parental Leave.

During the ~~thirty-two (32)~~ **sixty-five (65)** week period, the Employee and the University will make their regular contributions payable under those plans. Beyond this period, the Employee shall pay the total cost of any benefits to be further continued.

24.48

During a part-time ~~Extended~~ Parental Leave, an Employee will accumulate service pro-rated to the time actually worked in the ~~thirty-two (32)~~ **sixty-five (65)** weeks of the part-time ~~Extended~~ Parental Leave. An Employee wishing to maintain full-time benefit coverage for the duration of the part-time ~~Extended~~ Parental Leave shall have indicated in writing prior to the commencement of the part-time ~~Extended~~ Parental Leave which benefits plans they wish to continue for the duration of the part-time ~~Extended~~ Parental Leave.

During the ~~thirty-two (32)~~ **sixty-five (65)** week period, the Employee and the University will make their regular contributions payable under those plans. Beyond this period, the Employee shall pay the total cost of any benefits to be further continued.

ARTICLE 25 – GROUP PLANS OF THE EMPLOYER

25.01

Post-Doctoral Fellows are eligible for the following University Benefits Plans as amended from time to time; ~~eligibility, membership and Employee contributions are defined in University policy in Administrative Handbook.~~ **The terms of Eligibility, membership and contribution** shall be determined using the standards for **non-unionized** non-academic staff under the ~~e~~Contributory benefits coverage policy.

- Group Life Insurance Plan
- Long-Term Disability Plan
- Pension Plan
- Supplemental Health Plan
- Dental Plan
- Short term disability Policy

~~Following the arbitrator's decision, the Post-Doctoral Fellows who meet the Benefits Plans criteria will have access to those Plans after a period of thirty (30) days, this period will be used to allow them to complete the enrolment process.~~

25.02

Status quo

25.03

The University may amend, reduce or rescind the above-mentioned benefits and/or benefits plan and/or benefits policies from time to time.

Before proceeding to any amendment concerning the level of benefits and premiums of the above-mentioned plans and policies, with the exception of the Pension Plan, the University will consult the Staff Benefits Advisory Committee.

The Employer will liberate one (1) Union Representative to participate in the meetings of the Staff Benefits Advisory Committee.

Before proceeding to any amendment of the Pension Plan, the University must:

1. Submit the proposed amendment for review to a Staff Pension Committee (SPC) comprised of representatives of the University and one representative of each Employee group covered by the Pension Plan. The proposed modification will be submitted with all relevant information related to said amendment;
2. The SPC must, within 60 days of receipt of the proposed amendment, provide its comments and recommendations to the Pension Administration Committee (PAC) who will in turn analyze, comment and make its recommendation and proposal to the University;
3. The SPC members will forward to PAC a joint recommendation on said amendments in case of unanimity or if they are unable to forward such unanimous recommendation, the members may forward separate recommendations to the PAC;
4. The University will consider the SPC's and the PAC's recommendations when making its decision on said amendment to the Pension Plan.

The Employer will liberate one (1) Union representative to participate in the Pension Plan meetings stipulated in clause 25.01. The Employees must advise their immediate supervisor of their absence, in writing, at least five (5) working days in advance, or as soon as the Employees have been notified of the meeting, with a copy to Human Resources (Employee Relations). The Employer will liberate such Employees one (1) day prior to the meetings to prepare.

AGREEMENT

Participation of Union representatives in Staff Benefits Advisory Committee and Staff Pension Committee

BETWEEN

McGill University

688 Sherbrooke Street West, Suite 1520
Montreal, Quebec, H3A 3R1
(hereinafter referred to as the "**University**")

AND

**ASSOCIATION OF MCGILL UNIVERSITY RESEARCH EMPLOYEES
(A.M.U.R.E)/ PUBLIC SERVICE ALLIANCE OF CANADA (P.S.A.C)**

Postdoctoral Fellows

3641 University Street, Suite 100

Montreal, QC H3A 2B3

(Hereinafter referred to as the “**Union**”)

(hereinafter collectively referred to as the “**Parties**”)

WHEREAS the Parties are in negotiations for the renewal of the collective agreement which expired on July 31, 2020;

WHEREAS the Parties agree to modify article 25 – *Group Plans of the Employer* to include the liberation of one (1) union representative to participate in the Staff Benefits Advisory Committee and one (1) union representative to participate in the Staff Pension Committee (hereafter collectively referred to as the **Committees**);

WHEREAS the Union has requested to have the option to designate the representative from the A.M.U.R.E. / P.S.A.C. – Research Associates/Research Assistants bargaining unit to act on their behalf in the Committees;

IN CONSIDERATION OF THE PRESENT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The preamble of the present agreement (hereinafter the “**Agreement**”) forms an integral part thereof;
2. The University accepts the Union’s request whereby the AMURE Postdoctoral Fellows bargaining unit may be represented by the same union representative in the Committees as the AMURE Research Associates/Assistants bargaining unit.
3. The Union will send a letter to the attention of the Labour and Employee Relations Department at the latest by September 15 of each year during the life the collective agreement specifying the name of the designated representative by both unions.
4. The University will liberate one (1) employee to participate in the Committees and such employee will be liberated one (1) day prior to the meetings to prepare.
5. The Parties agree that this Agreement may be signed digitally and, in several copies, including in PDF format or by fax, and that each copy thus signed by a signatory, even individually, will form a single Agreement having the value of an original when grouped together;
6. The Parties have expressly required that the present Agreement be drafted in the English language. Les parties ont expressément exigé que le présent Reçu, Quittance et Transaction, soit rédigé en anglais.

IN WITNESS WHEREOF, the Parties hereinafter have signed pursuant to the dates and places mentioned hereinafter.

Signed in _____, this ____
day of _____ 2023

Sean Cory, President
AMURE

Signed in _____, this ____
day of _____ 2023

Francis Desjardins
Director, Labour and Employee Relations

Signed in _____, this ____
day of _____ 2023

Erin Sirett
Negotiator – PSAC

ARTICLE 27 – TRAINING AND DEVELOPMENT

27.01

In compliance with its mission and existing regulations, the Employer will provide necessary training for its Employees and encourage them to participate in developmental activities, **including but not limited to courses, lectures, seminars, conferences, exchanges, congresses, and workshops.**

All requests for participation in development and training programs shall be addressed to their Research Director. Approval of these requests is at the sole discretion of their Research Director.

27.02

The Parties recognize that resources allocated by the University for training and developmental activities are contingent upon sufficient funding for such activities for all of its employees and the relevance of such activities to the Employee's research.

The University will allocate at the beginning of each financial year a minimum budget equivalent to twenty-five thousand dollars (\$25,000) for approved training and developmental activities.

ARTICLE 29 – DURATION OF THE COLLECTIVE AGREEMENT

ARTICLE 29 – DURATION OF THE COLLECTIVE AGREEMENT

29.01

The present Collective Agreement will come into force on the date of the arbitration decision of arbitrator ~~Éric Lévesque, which is August 1st, 2017~~ **of its signature**; and it will not have any retroactive effect unless otherwise specified. ~~It will remain in force for a period of three (3) years and will expire on the 31st of July, 2020.~~ **This agreement will expire on May 31, 2026.**

29.02

The working conditions described herein will remain in place until a new Collective Agreement is signed, except during a legal strike or lock-out.

McGill proposal July 22, 2021 @ 9 am

Both parties agree to modify the language in collective agreement to make it gender neutral.

Agreed on July 12, 2021

Two handwritten signatures in blue ink. The top signature is a cursive 'E' followed by a horizontal line. The bottom signature is a stylized 'J' followed by a horizontal line.

APPENDIX B RIGHT OF USE AGREEMENT BETWEEN

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/ MCGILL UNIVERSITY, corporations duly constituted and having their principal office at 845 Sherbrooke Street West, in the City and District of Montreal, Province of Quebec, represented by *****,
(hereinafter referred to as “RIAL” or the “**Employer**”)

AND

**ASSOCIATION OF MCGILL UNIVERSITY RESEARCH EMPLOYEES (AMURE) –
PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) RESEARCH ASSISTANTS &
RESEARCH ASSOCIATES,**

(hereinafter referred to as the " Union ")

WHEREAS the Union and the Employer have entered into a Collective Agreement having a term beginning _____ and expiring _____
(hereinafter the "Collective Agreement");

WHEREAS section 9.10 of the Collective Agreement provides:

“Subject to the availability of space resources, the Employer shall make available to the Union, free of charge from McGill, an office, furnished with one (1) desk, two (2) chairs, one (1) four-drawer filing cabinet and a telephone, the cost of the telephone services to be borne by the Union. Any fees, taxes or other charges from external agencies, Government or Municipality will be at the Union’s charge. The Union will sign a Right of Use Agreement with McGill for the office space allocated to them (see Appendix **B** for Right of Use Agreement). The Employer retains the right to change the location of the Union office depending on its own needs.”

WHEREAS the parties wish to enter into a Right of Use Agreement to formalize the Union’s current occupation of the space located at address Montreal (hereinafter the “Building”)

NOW THEREFORE THE PRESENT AGREEMENT WITNESSES:

1. PREMISES

Subject to conditions set forth herein, the University agrees to give the Union the right to use the space comprising room **TBD** located in the Building, as described in the plan attached hereto as Appendix 1 (hereinafter referred to collectively as the “Premises”) for its use during the term of the Collective Agreement. The Union shall also have access to the shared common areas of the Building which areas include the washrooms, kitchen, meeting space and **space for a Union photocopier**.

The Union accepts the Premises “as is”, “where is”, and acceptable for the purposes described in Clause 2 and meets the terms of section 9.09 of the Collective Agreement.

Nothing in the present Agreement shall constitute the grant or the possession, or a transfer of real rights or a real right of ownership or part thereof, susceptible of registration, acquisition, or prescription against RIAL or the Employer. The Union shall not register the present Agreement.

2. FUNDAMENTAL CONDITION

It is a fundamental condition of this Agreement that notwithstanding the term of this Agreement, and subject to ninety (90) days’ written notice, the Union shall vacate the Premises, at the request of the Employer, should the Employer deem it necessary, in its sole discretion, to use the Premises for other University purposes, including the disposition of the Building. Should such action be deemed necessary by the Employer, in its sole discretion, this Agreement shall terminate without any further obligations by the Employer. Should the Employer identify the existence of available space on University property in the vicinity of Downtown Campus responding to section 9.10 of the Collective Agreement, the Employer shall offer such space to the Union on terms to be negotiated between the Parties. The Employer will inform the Union of the exact location of such space as soon it is identified. Where available, the Employer shall offer a space accessible to persons with mobility limitations.

3. OBLIGATIONS OF UNION

The Union:

3.1 shall be responsible for all telephone service (installation and service), internet charges that may be applicable and security services above those provided by the University at clause 5.4 hereof

arising out of the occupancy of or the conduct of activities and operations within the Premises and the cost of replacement of keys or Lenel cards to the Building and Premises above the number provided by the University. Pricing information is provided in the following KB articles on the NCS website:

Wired Network

<http://kb.mcgill.ca/kb/?ArticleId=1213&source=article&c=12&cid=2#tab:homeTab:crumb:8:artId:1213:src:article>

Telephony <http://kb.mcgill.ca/kb/?ArticleId=1210&source=article&c=12&cid=2#tab:homeTab:crumb:8:artId:1210:src:article>

3.2 shall, subject to clauses 3.4 and 5.2 below, be responsible for the costs of interior Premises redecoration, furnishings, renovations, and alterations, including all repairs resulting from the negligence or misuse of the Premises by Union, visitors, or persons admitted to the Premises by the Union; not make any physical alterations to the Premises without the prior written consent of the Employer through Facilities Management and Ancillary Services (FMAS). Any approved physical alterations and repairs shall be performed under the supervision and management of the University through FMAS;

3.3 agrees that any physical alterations made without following the procedure described in section 5.2 may be corrected by the University at the full cost to the Union;

3.4 undertakes to report problems to heating apparatus, gas, water and drainpipes, washrooms, sinks and accessories promptly to the Building Director (coordinates);

3.5 shall be solely responsible for obtaining and maintaining appropriate insurance in a minimum amount of \$1,000,000 for its occupancy, use, and the conduct of activities and operations on the Premises, including and without limitation, comprehensive general liability insurance, including, but not limited to, damage to or loss of the Employer's or RIAL's, or a third party's property and bodily injury or death; and shall name The Royal Institution for the Advancement of Learning/McGill University as additional insureds;

3.6 shall be responsible for the payment of all municipal, business taxes, and any other fees or charges from external agencies including the Government or Municipality which may become due as a result of Union's occupation of the Premises, or the conduct of activities or operations therein;

3.7 shall, upon termination of the Agreement, return the Premises in good condition, reasonable wear and tear excepted.

4. CONFORMITY

The Union shall conform, and shall ensure that all occupants of the Building conform, at all times during the term of the Agreement to all

- i) federal and provincial laws and regulations;
- ii) municipal rules and regulations;
- iii) its charter documents, by-laws, and constitution;
- iv) applicable Employer and RIAL Building Policies and Regulations which are found at <https://mcgill.ca/adminhandbook>.

Subject to the above, the Union shall not affix any signs, commercial or otherwise, on or near the Premises without the prior written consent of the Employer.

5. EMPLOYER'S OBLIGATIONS

The Employer shall:

5.1 through FMAS, carry out, at the Employer's expense, routine maintenance (toilet running, leaky pipes, etc.);

5.2 through FMAS, perform all interior physical alterations (e.g. painting, hanging up cork boards, installing shelves) to the Premises at the expense of the Union;

5.3 through FMAS, carry out, at the Employer's expense, all necessary non-routine maintenance and repairs to heating, plumbing, and electrical services therein, following notification to Union;

5.4 through its Campus Public Safety department, include the exterior of the Premises in its security surveillance of RIAL buildings at night and on weekends and holidays, and respond to any requests for assistance;

5.5 be responsible for the cost of repairs or replacement related to the structure and exterior of the Premises and its appendages, including walls, windows, doors, parking lots, and alterations, as may be necessary in the sole determination of the Employer;

5.6 insure the Premises for fire and extended coverage and public liability;

5.7 provide heating and electricity;

5.8 be responsible for maintaining the existing telecommunication infrastructure in the Premises and transferring the telephone lines for Union occupying space in the Premises. No additional telecommunication services will be provided for the Premises.

PAYMENTS

6.1 No rent shall be payable by the Union during the term of this Agreement;

6.2 The Union shall pay the Employer for any billable work performed;

6.3 The Employer shall send invoices for any amounts due in accordance with Clause 6.2. Payments that are due and payable shall be made to **The Royal Institution for the Advancement of Learning (McGill University)**

6.4 Late payments shall be subject to interest at the rate of 1.5% per month.

7. TERM

7.1 The term of the present Agreement begins on _____, and ends on _____ with the term of the Collective Agreement.

7.2 At the expiration of the Agreement, the Union shall have the choice of a) leaving all installations, equipment, or fixtures without compensation, or b) removing, at their expense, any or all such installations, equipment, or fixtures, and repairing all damage to the Premises caused by such removal.

8. NOTICE

Any notice to be given under this Agreement shall be given in writing:

- to the Employer to the attention of the _____ with position and/or name;
- to Union, to the attention of the President, or any available officer.

9. ENTIRE AGREEMENT

This present Agreement, entered into by the parties, constitutes the entire agreements between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations, and discussions of the parties.

10. LANGUAGE

The parties to the present Agreement have requested that the present Agreement be drafted in the English language. *Les parties à la présente ont demandé que la présente convention soit rédigée dans la langue anglaise exclusivement.*

IN WITNESS WHEREOF, the parties have signed this day of _____ 2022

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING / MCGILL UNIVERSITY

Per: _____ date

UNION

Per: _____ date

LETTER OF AGREEMENT
Benefits eligibility and minimum salary for Postdoctoral Fellows

BETWEEN

McGill University
680 Sherbrooke Street West, Suite 1520
Montreal, Quebec, H3A 3R1
(hereinafter referred to as the “**University**”)

AND

**ASSOCIATION OF MCGILL UNIVERSITY RESEARCH
EMPLOYEES (A.M.U.R.E) / PUBLIC SERVICE ALLIANCE OF
CANADA (P.S.A.C) Postdoctoral Fellows**
3641 University Street, Suite 100
Montreal, QC H3A 2B3
(hereinafter referred to as the “**Union**”)

(hereinafter collectively referred to as the “**Parties**”)

-
- WHEREAS** on February 26, 2018, the Union filed grievance 18-001, alleging that certain Postdoctoral Fellows were receiving a salary of less than the minimum salary, as per articles 5.16 and 19 of the collective agreement, and that the Employer was not providing all benefits coverage as per articles 25 and 28 of the collective agreement (“**Grievance 18-001**”);
- WHEREAS** on May 27, 2020, the Parties signed a Letter of Agreement temporarily addressing Grievance 18-001 and requiring them to find a solution to the ineligibility of certain employees to the University’s Benefits Plan in the next round of negotiations for the renewal of the collective agreement.
- WHEREAS** a hearing of Grievance 18-001 was scheduled to proceed on February 26 and 27, 2020 before arbitrator Nancy Ménard-Cheng, which was postponed *sine die*;
- WHEREAS** the Parties are in negotiations for the renewal of the collective agreement which expired on July 31, 2020;

WHEREAS the Parties have agreed to a new definition of salary in article 5.16 of the collective agreement as follows:

5.16 Salary: Is the base salary paid by the University to the Employee, excluding any premium, allowances, and any other form of compensation.

WHEREAS the Parties have agreed on Postdoctoral Fellows' remuneration in article 19.01 of the collective agreement;

WHEREAS the Parties have agreed on article 25.01: *Post-Doctoral Fellows are eligible for the following University Benefits Plans as amended from time to time. The terms of eligibility, membership and contribution shall be determined using the standards for non-unionized non-academic staff under the Contributory benefits coverage policy, Group Life Insurance Plan,*

- *Long-Term Disability Plan*
- *Pension Plan*
- *Supplemental Health Plan*
- *Dental Plan*
- *Short term disability Policy*

WHEREAS the Parties wish to amicably settle the grievance 18-001 and the facts on which it was based, and have reached an agreement, which is made without any admission or recognition of liability whatsoever and for the sole purpose of putting an end to their potential or actual litigation;

IN CONSIDERATION OF THE PRESENT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The preamble of the present agreement (hereinafter referred to as the “**Agreement**”) forms an integral part thereof.
2. The Employer will ensure that sixty (60) calendar days following the signature of the collective agreement all newly hired Postdoctoral Fellows will be paid at least the minimum salary as per the new definition of salary in article 5.16 and established in article 19 of the collective agreement.
3. Within ninety (90) calendar days of the signature of the collective agreement, the Employer shall provide a list to the Union containing the names of Postdoctoral Fellows who are currently are not paid the minimum salary, as per the new definition of salary in article 5.16 of the collective agreement, along with their Letter of Agreement for Postdoctoral Education.
4. For each Postdoctoral Fellow on the list, the parties agree that the external funding shall be temporarily included in the definition of salary as per article 5.16 for the sole purpose of meeting the minimum salary as per article 19.01 for the duration of their employment as a Postdoctoral Fellow at McGill University. Each Postdoctoral Fellow on the list, as well as every other Postdoctoral Fellow, shall be eligible for the McGill Employee Benefits Plan. The contributions and benefit levels of all Postdoctoral Fellows is based on their salary as

defined in article 5.16 of the collective agreement (i.e., salary paid directly via McGill payroll).

5. Any Postdoctoral Fellow may, with the approval of their external funding provider, require in writing that the totality of their external funding be transformed into salary paid directly via McGill payroll. The Employer will proceed with the change within sixty (60) calendar days of receipt of the approved request by the Employee's Supervisor and HR Advisor. Upon transfer external funding into salary paid via McGill payroll, contributions and benefit levels will be adjusted accordingly.
6. In consideration of the foregoing:
 - a. The Parties agree that Grievance 18-001 is settled at the date of the signature of the present Agreement.
 - b. The Parties give a complete, final and definitive release in proper conduct of affairs to one another, including the Employer's directors, officers, employees or representatives in relation to any right, grievance, complaint, action, suit, claim, cause of action, or damages that they have, have had, or may have in the future, by virtue of any contractual, legislative or regulatory provision whatsoever, relating to Grievance 18-001;
 - c. The Parties hereby renounce to all claims, grievances, complaints, causes of action, actions or demands of any nature whatsoever, before any tribunal, court of law or other governmental organization or commission whatsoever, that may result or otherwise be related to Grievance 18-001;
7. Within ten (10) working days following the signature of the present Agreement, the Parties shall inform arbitrator Nancy Ménard-Cheng that Grievance 18-001 is resolved and that she may close her file;
8. The Parties hereby acknowledge that the present Agreement constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Quebec* (L.Q. 1991, c. 64) and binds the heirs, successors and assigns of the Parties;
9. The present Agreement shall be considered an integral part of the collective agreement to be included as an Appendix.
10. The Parties have expressly required that the present Agreement be drafted in the English language. Les parties ont expressément exigé que la présente entente soit rédigée en anglais.

IN WITNESS WHEREOF, the Parties hereinafter have signed pursuant to the dates and places indicated below.

For AMURE:

Signed in _____, this _____
day of _____ 2023

For the University:

Signed in _____, this _____
day of _____ 2023

Sean Cory, President
AMURE

Francis Desjardins
Director, Labour and Employee
Relations

Signed in _____, this _____
day of _____ 2023

Erin Sirett, Negotiator
PSAC

LETTER OF AGREEMENT
Tri-Agency paid parental leave for postdoctoral fellows

BETWEEN

McGill University
688 Sherbrooke Street West, Suite 1520
Montreal, Quebec, H3A 3R1
(hereinafter referred to as the “**University**”)

AND

**ASSOCIATION OF MCGILL UNIVERSITY RESEARCH
EMPLOYEES (A.M.U.R.E)/ PUBLIC SERVICE
ALLIANCE OF CANADA (P.S.A.C)
Postdoctoral Fellows**
3641 University Street, Suite 100
Montreal, QC H3A 2B3
(Hereinafter referred to as the “**Union**”)

(hereinafter collectively referred to as the “**Parties**”)

WHEREAS the Parties are in negotiations for the renewal of the collective agreement which expired on July 31, 2020;

WHEREAS Québec Parental Insurance Plan(QPIP) offers to eligible Employees the payment of indemnities in the event of maternity, paternity, parental or adoption leave;

- WHEREAS** article 24 of the collective agreement contains provisions relevant to *Parental Leaves* for all Employees in the bargaining unit;
- WHEREAS** Tri-Agency Research Training Award Holder's Guide defines the Tri-Agency Paid **Parental Leave as a paid** leave of absence offered to parents who are caring for a newborn or newly adopted child for a period of up to 12 months; this leave may begin no later than six months after the birth or adoption of a child;
- WHEREAS** Tri-Agency Paid Parental Leave offers indemnities that are greater than the Parental Leave indemnities outlined in article 24 of the collective agreement;
- WHEREAS** the University agrees to support the Employees whose salaries are funded by a Tri-Agency research grant in benefiting from the Tri-Agency Paid Parental Leave, while ensuring that this leave is in compliance with the provisions of the Collective Agreement;
- WHEREAS** Tri-Agency Paid Parental Leaves are subject to the rules and conditions defined by the Tri-Agency and any amendments that may arise.

IN CONSIDERATION OF THE PRESENT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The preamble of the present agreement (hereinafter the "**Agreement**") forms an integral part thereof;
2. Employees whose salaries are entirely or partially funded by a Tri-Agency research grant must first submit their application for QPIP Benefits. The Employee will provide the Employer with the decision rendered by QPIP and, if applicable, the QPIP calculation statement. This statement will serve as the basis to calculate the supplement amounts to which the Employee is entitled under the Tri-agency Paid Parental Leave provisions and/or under article 24 of the collective agreement. Employees with mixed funding (Tri-Agency and other sources of funding) paid as salary via McGill payroll and who do not qualify for QPIP Benefits may choose the Tri-Agency Paid Parental Leave, in combination with collective agreement Parental Leave indemnities (top-up or salary continuance attached to maternity leave, adoption leave and paternity leave).
3. Employees who obtain QPIP Benefits, and/or Tri-Agency Parental Leave and/or collective agreement Parental Leave indemnities (top-up or salary continuance attached to maternity leave, adoption leave and paternity leave) shall at no point receive compensation equal to more than 100% of their weekly gross salary.
4. Employees will in no case receive salary continuance, Tri-Agency Parental Leave and/or collective agreement Parental Leave indemnities for a global duration of more than twelve (12) months.
5. Employees must indicate to their supervisor and HR Advisor, in writing, if they intend on requesting the Tri-Agency Paid Parental Leave and/or one of the collective

- agreement Parental Leaves indemnities (maternity, adoption or paternity), when requesting their leaves as per article 24 of the collective agreement. This selection is irrevocable;
6. Employees benefitting from either the Tri-Agency Paid Parental Leave and/or collective agreement Parental Leaves indemnities and receiving QPIP indemnities will not contribute to Employment Insurance and QPIP for the duration of their parental leave. Inversely, Employees benefitting from Tri-Agency paid Parental Leave indemnities and not benefitting from QPIP indemnities will contribute to Employment Insurance and QPIP.
 7. Employees who obtain a Tri-Agency Parental Leave shall continue to be subject to the same obligations with respect to collective agreement Parental Leaves, including but not limited to maximum duration of leave, request for extension, notice of return to work;
 8. The present Agreement shall be considered an integral part of the collective agreement to be included as an Appendix.
 9. The Parties agree that this Agreement may be signed digitally and, in several copies, including in PDF format or by fax, and that each copy thus signed by a signatory, even individually, will form a single Agreement having the value of an original when grouped together;
 10. The Parties have expressly required that the present Agreement be drafted in the English language. Les parties ont expressément exigé que la présente entente soit rédigée en anglais.

IN WITNESS WHEREOF, the Parties hereinafter have signed pursuant to the dates and places mentioned hereinafter.

For AMURE:

Signed in _____, this ____
day of _____ 2023

Sean Cory, President
AMURE

Signed in _____, this ____
day of _____ 2023

For the University:

Signed in _____, this ____
day of _____ 2023

Francis Desjardins
Director, Labour and Employee Relations

Erin Sirett, Negotiator
PSAC