

POLYTECHNIQUE
MONTRÉAL

LE GÉNIE
EN PREMIÈRE CLASSE



COLLECTIVE AGREEMENT
on behalf of
POSTDOCTORAL FELLOWS
BETWEEN

CORPORATION DE L'ÉCOLE POLYTECHNIQUE
AND

ASSOCIATION POUR UNE SOLIDARITÉ SYNDICALE DE
L'ÉCOLE POLYTECHNIQUE (ASSEP)
LOCAL OF POSTDOCTORAL FELLOWS



Association pour une Solidarité Syndicale
de l'École Polytechnique

September 1, 2017 to August 31, 2020

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PREAMBLE

The purpose of this Agreement is to establish the working conditions for the postdoctoral fellows in the Bargaining Unit, and to foster and promote good relations between the Polytechnique, the Union and the postdoctoral fellows in an atmosphere conducive to openness, dialogue and good faith, to facilitate the resolution of any problems that may arise between the University and the postdoctoral fellows covered by this Agreement.

ARTICLE 1 - DEFINITIONS

For the purposes of the application of this Agreement, the words, terms and expressions whose meanings are set out in this Article shall have the meaning and application assigned to them.

- 1.01 AFPC ("PSAC")** means the Public Service Alliance of Canada.
- 1.02 Année financière ("fiscal year")** means the period from May 1 to the following April 30.
- 1.04 Certificat d'accréditation ("certificate of accreditation")** refers to the certificate of accreditation in Appendix A and any amendments thereto.
- 1.05 Conjoint ("spouse")** For benefits purposes, "spouse" refers to:
- a) persons in a marriage or civil union who are cohabiting;
 - b) persons of the opposite or same sex who live in a marital relationship and are the father and mother of a child;
 - c) persons of the opposite or same sex who have been living in a marital relationship for one year.
- 1.06 Fonds de recherche ("research fund")** refers to funds for the purpose of research work that are administered by the Polytechnique and consist of grants, research contracts or any other type of funding.
- 1.07 Grief ("grievance")** refers to any disagreement regarding the interpretation or application of this Collective Agreement.
- 1.08 Jour ("day")** refers to calendar days.
- 1.09 Jour ouvrable ("working day")** means the days of the week from Monday to Friday, inclusive, in which work is performed, except for the statutory holidays set out in Article 19.
- 1.10 Parties ("parties")** means the Employer and the Union.

- 1.11 Polytechnique (“the Polytechnique”)** refers to the Corporation de l’École Polytechnique and its duly authorized representatives.
- 1.12 Représentante ou représentant du Syndicat (“Union representative”)** refers to a person authorized by the Union to represent it.
- 1.13 Stagiaire postdoctoral (“postdoctoral fellow”)** refers to an employee covered by the Certificate of Accreditation.
- 1.14 Superviseur (“supervisor”)** refers to a faculty member or researcher who supervises a postdoctoral fellow.
- 1.15 Syndicat (“the Union”)** refers to the local of postdoctoral fellows of the Association pour une solidarité syndicale de l’École Polytechnique.

ARTICLE 2 – APPLICATION

- 2.01** This Collective Agreement shall apply to all postdoctoral fellows covered by the Certificate of Accreditation in Appendix A.
- 2.02** No specific agreement between the Polytechnique and any or all postdoctoral fellows with regard to working conditions that differ from those set out in this Collective Agreement shall be valid unless the Parties have agreed to it in writing.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01** The Polytechnique shall have and retain all the rights and privileges which allow it to effectively manage and administer its activities, in accordance with its rights and obligations, subject to the provisions of this Collective Agreement.
- 3.02** The Polytechnique shall defend, including covering any resulting legal fees, any postdoctoral fellow who is being pursued by a third party for any act performed as part of their fellowship unless they are guilty of wilful misconduct or personal fault that does not fall within the performance of their duties. In such case, the Polytechnique agrees not to pursue any claim against the postdoctoral fellow in this regard.

ARTICLE 4 – UNION PLAN

- 4.01** For the purposes of bargaining and the application of this Collective Agreement, the Polytechnique recognizes the Public Service Alliance of Canada as the only official representative and bargaining agent for the postdoctoral fellows covered by the certificate of accreditation issued by the Ministry of Labour and any amendment thereto.
- 4.02** All postdoctoral fellows who, as of the date of signing of the Collective Agreement, are members of the Union or subsequently join the Union, shall remain members for the term of this Collective Agreement, subject to the provisions of the *Labour Code*. The Union shall have them sign a membership card.
- 4.03** Each pay period, the Polytechnique shall deduct from the salary of each postdoctoral fellow an amount equal to the regular and/or special dues set by the Union.
- 4.04** For the purposes of clause 4.03, these deductions shall be made no more than thirty (30) days after receipt of the notice to this effect, which shall include the amount or the contribution rate.
- 4.05** The Union shall forward to the Polytechnique a copy of any resolutions adopted by the Annual General Membership Meeting with respect to regular or special Union dues, and a copy of the by-laws.
- 4.06** The Polytechnique shall provide the Union with a monthly electronic list of the name and deduction amount of each postdoctoral fellow from whom union dues have been deducted.
- 4.07** In the event of any administrative or technical miscalculation or omission in the deduction of union dues, the Polytechnique agrees, upon written notice from the Union to this effect, to collect the non-remitted amount.
- The Polytechnique shall make an agreement with the postdoctoral fellow concerning the method used to collect the dues from their subsequent pay entitlements.
- Under no circumstances shall this collection apply to more than three (3) months of arrears.
- 4.08** Any administrative correspondence concerning these deductions shall be between the Polytechnique and the Public Service Alliance of Canada, with a copy to the Union.

ARTICLE 5 – FREEDOM OF UNION ACTION

- 5.01** Only postdoctoral fellows duly authorized by the Union may request release time for the purposes of this Article. As a rule, postdoctoral fellows must submit a request for union leave to their supervisor and Human Resources at least seven (7) days before the start of the leave. The request must include the date and length of the leave.

The Polytechnique shall not refuse such request for absence if the absence does not seriously impede the smooth operation of activities.

- 5.02** To facilitate preparations for the renewal of this Collective Agreement, the Polytechnique shall grant postdoctoral fellows who are members of the bargaining committee a budget equivalent to one hundred and fifty (150) hours for all members of the bargaining committee.

These hours may be used within the nine (9) months preceding the expiry date of the Collective Agreement.

Only postdoctoral fellows who have been duly appointed by the Union Executive or its President shall be entitled to request leaves of absence from Human Resources for purposes of this Article.

- 5.03** The Polytechnique agrees to grant the Union no more than five hundred (500) hours per fiscal year. These hours may be taken in blocks of at least four (4) hours, with no loss of regular salary. No more than one hundred (100) hours may be carried over to the following year, but the number of release hours may not exceed six hundred (600) hours per fiscal year.

When all allotted hours have been used, the Polytechnique shall invoice the Union for the cost of any additional hours of absence under this clause.

The Union shall reimburse the Polytechnique within twenty (20) days of the invoicing.

- 5.04** At the Union's request, the Polytechnique shall authorize absence from work without pay for postdoctoral fellows for Union administration purposes. Unless otherwise agreed with Human Resources, no postdoctoral fellow shall be absent for more than fifteen (15) consecutive days.

- 5.05** Twice a year, after notifying Human Resources at least two (2) weeks in advance, the Polytechnique shall authorize postdoctoral fellows to leave work with no loss of salary for up to one and one-half (1.5) hours, including travel, to attend the Union's general meeting. The Polytechnique shall not deny such request for leave if it does not seriously impede the smooth operation of activities.
- 5.06** The Union may not request simultaneous release time for more than one (1) postdoctoral fellow working for the same supervisor except for general meetings.
- 5.07** The Union shall provide the Polytechnique with a written list of its duly authorized representatives and their Union function.
- 5.08** The Union may use Polytechnique premises free of charge for Union meetings, depending on room availability and compliance with the reservation procedures in use at the Polytechnique.
- 5.09** The Polytechnique acknowledges that the Union may post any duly identified document concerning Union business that may be of interest to postdoctoral fellows provided it follows the procedure for doing so. A copy of the documents must be submitted in advance to Human Resources.
- 5.10** The Polytechnique shall give the Union permission to use the usual services, including reprography services, according to their rates and standards for use.
- 5.11** The Union may distribute to the postdoctoral fellows covered by this Collective Agreement any informational materials it deems useful, provided their source is clearly marked.
- 5.12** The Polytechnique shall make premises containing the following furnishings and equipment available to the ASSEP unions: one (1) desk, one (1) work table, the number of chairs required, three (3) locked, four-drawer, legal-size filing cabinets, two (2) metal shelves and one (1) telephone. The Polytechnique shall provide one computer (a PC) with a printer that is compatible with the office components in use. It shall invoice the Unions for half the cost of such office equipment.
- 5.13** The Unions shall cover the cost of long-distance calls and the maintenance and repair costs for the computer and its components.
- 5.14** The keys to the premises shall be given to the Union president(s). The Union shall be responsible for the furnishings and equipment in the premises. Keys to the premises shall be cut at the Polytechnique.
- 5.15** The Polytechnique reserves the right, for valid reason and after consultation, to change the location of the premises turned over to the Unions.
- 5.16** On appointment with Human Resources, postdoctoral fellows may consult their record in the presence of a Human Resources representative, during regular work hours, with no loss of their regular salary. Such appointment shall be arranged

within a reasonable time. Postdoctoral fellows may be accompanied by their Union representative and may obtain, on request and at their own expense, a copy of any document in their record.

- 5.17** The Polytechnique and the Union may, at any time, jointly agree to amend, delete or otherwise correct all or part of one or more articles in this Collective Agreement.
- 5.18** The Polytechnique shall provide the Union, every two (2) months, with an up-to-date alphabetical list of all postdoctoral fellows covered by the Certificate of Accreditation.

This list shall be transmitted in electronic form and shall contain the following information:

- first and last names;
- start date of appointment;
- department;
- home address;
- telephone number;
- email address at the Polytechnique.

The Polytechnique shall not be held liable for any information provided by postdoctoral fellows that is out of date.

- 5.19** The Polytechnique shall allow new postdoctoral fellows to meet with their Union representative or, in their absence, the representative's replacement. Such meeting shall not exceed thirty (30) minutes, and the time of the meeting shall be agreed with the supervisor.

ARTICLE 6 – NO DISCRIMINATION/NO HARASSMENT

- 6.1** The Polytechnique and its representatives, and the Union and its members, agree to refrain from any direct or indirect threat, coercion, discrimination, harassment or unfair distinction against any of the Polytechnique's representatives or any of the Union's members on account of their race, sex, pregnancy, sexual orientation, nationality, marital status, language, physical disability, age, political beliefs, religion or social status, or their exercise of any of their rights under this Collective Agreement or the law, in accordance with their obligations under this Collective Agreement and the law insofar as they prohibit such action.
- 6.2** The Parties consider that the various forms of harassment are a violation of basic human rights and undertake to promote and maintain a study and work environment free from all forms of harassment.
- 6.3** Psychological harassment means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, comments, actions or gestures that undermine an individual's dignity or psychological or physical well-being and create a hostile work or study environment for that person.
- 6.4** A single serious instance of such behaviour may also constitute psychological harassment if it has such adverse effect and produces a lasting harmful effect on the employee.
- 6.5** Sexual harassment means any repeated or unwanted conduct, comments, actions or gestures of a sexual nature that undermine an individual's dignity or psychological or physical well-being and create a hostile work or study environment for that person.

Sexual harassment consists of repeated conduct, but a single serious instance of such behaviour may also constitute harassment if it produces a lasting harmful effect on the employee.

ARTICLE 7 – RECRUITMENT AND HIRING

- 7.01** The Parties recognize that postdoctoral fellows shall generally be recruited through direct contact with the supervisor in charge or indirectly through one of their colleagues.
- 7.02** The supervisor in charge shall select the person they believe best meets the requirements of the position.
- 7.03** Appointments shall generally be for a minimum of twelve (12) months, and the term of the appointment shall appear in the initial and subsequent contracts.

- 7.04** The supervisor in charge and the postdoctoral fellow shall agree on the terms and conditions of the appointment.
- 7.05** The hiring shall be confirmed by a letter of appointment that contains the following information:
- job title;
 - salary;
 - anticipated duration of the job, if known;
 - supervisor's name.
- 7.06** The Polytechnique shall give all new postdoctoral fellows:
- a) the link to access the Union local's Collective Agreement, website and contact information;
 - b) the link to access the Polytechnique's current by-laws, policies and procedures and directives;
 - c) an identity card.

ARTICLE 8 – TERMINATION

- 8.01** Supervisors who are terminating the employment of a postdoctoral fellow shall provide written notice based on the length of continuous service, in accordance with the *Act respecting labour standards*.

Supervisors who do not provide a notice of termination of employment or whose notice is too short shall pay postdoctoral fellows compensation in lieu of notice that is equivalent to their regular salary, overtime excluded, for a period equal to that of the termination notice or the remaining notice to which they were entitled.

Written notice of termination shall not apply in the following cases:

- postdoctoral fellows who have not worked three months of continuous employment;
- postdoctoral fellows whose fixed-term contract is expiring;
- postdoctoral fellows whose contract is being terminated because of a situation out of the Polytechnique's control, such as loss of funding or other instances of force majeure.

ARTICLE 9 – PROFESSIONAL ACTIVITIES

- 9.01** Postdoctoral fellows authorized by their supervisor to take part in any formal (courses, presentations, lectures, etc.) or informal (discussions, conferences, workshops, etc.) activities in their area of study shall make arrangements with their supervisor for this absence, which shall not include any loss of salary.
- 9.02** Postdoctoral fellows who have received leave from their supervisor to deliver courses or lectures or take part in paid research on topics related to their area of study shall make arrangements for the leave with their supervisor.
- 9.03** Postdoctoral fellows who are expressly requested by their supervisor to assist with papers or attend conferences in their area of study shall be reimbursed for the expenses incurred for such activity, in accordance with the provisions of Article 24 of this Collective Agreement (Miscellaneous Provisions, Travel and Accommodation Expenses).

ARTICLE 10 – HOURS OF WORK

- 10.1** The length of the work week shall depend on the requirements of a research project, the nature of the duties performed and work ethics. A normal work week shall consist in general of thirty-five (35) hours. Postdoctoral fellows may be asked to take part in research-related professional activities outside their regular hours of work.
- 10.2** A postdoctoral fellow's hours of work shall be one hundred and sixty (160) hours over a four-week period and, in general, the work schedule shall be Monday to Friday, between 7 a.m. and 6 p.m., although it may be different depending on requirements relating to the research activities or the department.
- 10.3** The base period for calculating hours of work and overtime shall be thirteen (13) successive periods of four (4) weeks starting with the first pay period following May 1 each year.
- 10.4** Postdoctoral fellows who voluntarily perform activities outside their regular schedule shall do so without requiring compensation.

Whenever a postdoctoral fellow is specifically requested by their supervisor to work more than one hundred and sixty (160) hours in a period stipulated in clause 10.02, these hours shall be compensated with pay or time off equivalent to 1.5 times the hours. The postdoctoral fellow and the supervisor shall agree on the time when hours accrued in time off are to be taken.

ARTICLE 11 – LABOUR RELATIONS COMMITTEE

- 11.01** The Polytechnique and the Union agree to strike a joint committee referred to as the Labour Relations Committee.
- 11.02** Said committee shall consist of two (2) Polytechnique representatives and two (2) representatives of the Syndicat des stagiaires postdoctoraux, at least one (1) of whom shall be a postdoctoral fellow. It may also add other members if needed, as it deems appropriate.
- 11.03** The purpose of the Committee shall be to review and discuss any matter, problem, dispute, grievance or disagreement relating to working conditions or relations involving the Polytechnique, postdoctoral fellows and the Union.
- 11.04** The Committee shall meet as needed concerning any matter that is clearly identified, generally within fifteen (15) days of a request in writing by either party. It shall determine its own operating rules. The Polytechnique representatives shall draft minutes after every meeting and forward them to the Union no more than fifteen (15) days prior to the next meeting of the Committee.
- 11.05** The Parties shall seek appropriate solutions to the problems discussed at Committee meetings and formulate recommendations to the appropriate authority at the Polytechnique.

ARTICLE 12 – GRIEVANCE AND ARBITRATION PROCEDURE

- 12.01** The Parties sincerely wish to resolve any grievances between them fairly and promptly.
- 12.2** Nothing in this Article shall be construed as preventing postdoctoral fellows accompanied by their steward or Union representative from discussing any labour relations issue with their supervisor prior to invoking the grievance procedure. The supervisor in such case shall accommodate a steward or Union representative who is accompanying the postdoctoral fellow.

Step 1: Filing a Grievance

- 12.3**—The Union shall file any grievance in writing and forward it to the department head within forty (40) days after the causal event or the knowledge the postdoctoral fellow had or ought to have had of the causal event.

A copy of the grievance shall be forwarded at the same time to Human Resources.

- 12.4** The notice of grievance shall state the reasons for the grievance, the applicable articles in the Collective Agreement and the corrective action sought.

No technical error in the filing of a grievance shall invalidate the grievance.

Step 2: Discussion of Grievances by the Labour Relations Committee

- 12.5** The Labour Relations Committee shall meet within fifteen (15) days following the filing of the grievance or at the request of either party to discuss the grievance that has been filed.
- 12.6** Within twenty (20) days following the meeting of the Labour Relations Committee, the Polytechnique shall forward its response in writing to the Union, copied to the grievor.

Step 3: Arbitration

- 12.7** The Union may refer a grievance to arbitration by forwarding written notice to this effect to Human Resources no more than seventy-five (75) days after the grievance filing date.
- 12.8** The Parties agree to file grievances in turn with one of the arbitrators on the list below:

- Jean-Guy Clément
- François Hamelin
- Francine Lamy
- Denis Provençal
- Jean-Pierre Lussier
- Richard Bertrand
- Robert Choquette
- Louise Viau
- Pierre-Georges Roy

- Nathalie Faucher

If any arbitrator stops practising or dies, the Parties shall appoint a replacement and add that person's name to the list.

- 12.9** When ruling on a referred grievance, the arbitrator shall not remove, amend or modify anything in this Collective Agreement.
- 12.10** A settlement reached at any step in the grievance procedure shall be recorded in writing by the Parties' authorized representatives.
- 12.11** No technical error in the filing of a grievance shall affect its validity. As soon as it is detected, the technical error shall be communicated to the other party.

- 12.12** The deadlines set out in this Article shall be compulsory unless the Parties agree in writing to extend them.
- 12.13** The arbitrator's fees and expenses shall be paid equally by the Union and the Polytechnique.

ARTICLE 13 – DISCIPLINE

- 13.1** Postdoctoral fellows may receive a written reprimand, suspension or dismissal depending on the gravity and frequency of the infraction in question.
- 13.2** Postdoctoral fellows called to a meeting by the Polytechnique for disciplinary reasons shall have the right to be accompanied by their steward or a Union representative.
- 13.3** The Polytechnique's representative shall accommodate the postdoctoral fellow's steward or Union representative.
- 13.4** Postdoctoral fellows who are being disciplined may grieve their case under the grievance procedure.
- 13.5** When the Polytechnique decides to discipline a postdoctoral fellow, it shall notify the postdoctoral fellow in writing of the disciplinary measure selected and the reasons within forty (40) days after the incident or the Polytechnique's knowledge of the facts relating to it.
- 13.6** No disciplinary measure of which a postdoctoral fellow has not been informed in writing may be introduced as evidence during arbitration.
- 13.7** No disciplinary measure placed in a postdoctoral fellow's record may be cited against them, and it shall be removed from their record if, in the ensuing 24 months, no similar infraction is placed in the record.

Moreover, any disciplinary measure which a postdoctoral fellow has challenged successfully shall be removed from the record immediately.

ARTICLE 14 – BENEFITS

- 14.01** Each pay period, postdoctoral fellows shall receive compensation in the amount of three percent (3%) of their regular salary for disability insurance and the other benefits they do not receive.

ARTICLE 15 – PARENTAL RIGHTS

SECTION I: General

- 15.1** This Article shall not give postdoctoral fellows any financial or other benefit that they would not have received if they had remained at work.
- 15.2** For same-sex female parents, the allowances and benefits granted to a father shall be granted to whichever of the two mothers did not give birth to the child.
- 15.3** If leave is granted to one spouse only, this restriction shall be in effect if the other spouse is also a salaried university sector employee.

SECTION II: Maternity Leave

- 15.4** A pregnant postdoctoral fellow shall be entitled to a maternity leave of twenty (20) consecutive weeks.

A postdoctoral fellow whose pregnancy is terminated after the start of the twentieth (20th) week preceding the expected delivery date shall be entitled to equivalent leave.

- 15.5** As soon as possible, and no more than two (2) weeks prior to the start of the leave, a postdoctoral fellow shall inform her supervisor of the probable dates of her absence on maternity leave. The notice shall be accompanied by a medical certificate or written report signed by a midwife certifying the pregnancy, and shall state the anticipated delivery date.

Shorter notice is possible with a medical certificate stating that the postdoctoral fellow must leave her position earlier than anticipated. If an unforeseen circumstance arises, the postdoctoral fellow shall not be required to submit formal notice, provided Human Resources receives a medical certificate stating that she must leave her position immediately.

- 15.6** A postdoctoral fellow shall determine the distribution of her maternity leave, pre- and post-delivery, which includes the day of the delivery. The leave may not begin, however, prior to the sixteenth (16th) week before the anticipated delivery date.

Maternity Leave Allowance

- 15.7** Maternity leave allowance shall be paid only as a supplement to Québec Parental Insurance Plan (QPIP) benefits or as payment during a pregnancy-related work stoppage for which the Québec Parental Insurance Plan provides no benefits.
- 15.8** A postdoctoral fellow who has accumulated twenty (20) weeks of service as a postdoctoral fellow before the start of her maternity leave and has applied and been declared eligible for Québec Parental Insurance Plan benefits shall be entitled during her maternity leave to receive:

- a) for each week in which she is receiving Québec Parental Insurance Plan benefits, a top-up payment equivalent to the difference between ninety-three percent (93%) of her weekly pay and the amount of the Québec Parental Insurance Plan benefits she is receiving.
- b) for each week following the period covered in clause a), an allowance equivalent to ninety-three percent (93%) of her weekly pay until the end of the twentieth (20th) week of her maternity leave.

For the purposes of this clause, the top-up allowance shall be based on the Québec Parental Insurance Plan benefits that a postdoctoral fellow is entitled to receive, irrespective of the deductions from such benefits for benefit reimbursements, interest, penalties and other recoverable amounts under the Québec Parental Insurance Plan or in accordance with any provincial legislation.

- 15.9** Postdoctoral fellows who are not eligible for Québec Parental Insurance Plan benefits shall be disqualified from receiving any allowance provided for in this section. However, a postdoctoral fellow who has accumulated twenty (20) weeks of work as a postdoctoral fellow and is not eligible for the Québec Parental Insurance Plan shall be entitled to an allowance equivalent to ninety-three percent (93%) of her weekly pay for twelve (12) consecutive weeks.
- 15.10** The maternity leave allowance provided for in clause 15.08 shall be paid only as a top-up to Parental Insurance Plan benefits or, in the cases provided for in clause 15.09, as payment during a period of maternity leave for a pregnancy that is not covered by the Québec Parental Insurance Plan.

In either case provided for in this section:

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

SECTION III: Adoption Leave

- 15.12** Postdoctoral fellows who legally adopt a child other than their spouse's child shall be entitled to adoption leave of up to twenty (20) continuous weeks, provided their spouse is not receiving other benefits.
- 15.13** The leave provided for in 15.12 shall begin in the week in which the child is actually placed with the postdoctoral fellow, or at another time arranged with the supervisor. In the event of an adoption outside Quebec, the leave may begin at the earliest two (2) weeks before the child's arrival in Quebec.

- 15.14** To obtain adoption leave, a postdoctoral fellow shall, where possible, give the supervisor written notice at least two (2) weeks before the departure date. This notice must be accompanied by satisfactory proof of the child's placement date.

Adoption Leave Allowance

- 15.15** Adoption leave allowance shall be paid only as a supplement to Québec Parental Insurance Plan benefits or as payment during an adoption-related work stoppage for which the Québec Parental Insurance Plan provides no benefits.
- 15.16** Postdoctoral fellows who have accumulated twenty (20) weeks of service as a postdoctoral fellow and have applied and been declared eligible for Québec Parental Insurance Plan benefits shall be entitled during their adoption leave provided for in clause 15.12 to receive a top-up payment equivalent to the difference between ninety-three percent (93%) of their regular salary and the amount of the Québec Parental Insurance Plan benefits they are receiving.

This top-up allowance shall be based on the Québec Parental Insurance Plan benefits that a postdoctoral fellow is entitled to receive, irrespective of the deductions from such benefits for benefit reimbursements, interest, penalties and other recoverable amounts under the Québec Parental Insurance Plan.

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

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

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

SECTION IV: Paternity Leave

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

- 15.19** When his child is born, a postdoctoral fellow shall also be entitled to a paternity leave with a top-up allowance of no more than five (5) consecutive weeks. The leave shall end no later than the end of the fifty-second (52nd) week after the week of the child's birth.

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

- 15.20** Postdoctoral fellows who have accumulated twenty (20) weeks of service and have applied and been declared eligible for Québec Parental Insurance Plan benefits shall be entitled during their paternity leave provided for in clause 15.19 to receive a top-up payment equivalent to the difference between ninety-three percent (93%) of their regular salary and the amount of the Québec Parental Insurance Plan benefits they are receiving.

This top-up allowance shall be based on the Québec Parental Insurance Plan benefits that a postdoctoral fellow is entitled to receive, irrespective of the deductions from such benefits for benefit reimbursements, interest, penalties and other recoverable amounts under the Québec Parental Insurance Plan.

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

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

- 15.21** Postdoctoral fellows who are disqualified from receiving or ineligible for Québec Parental Insurance Plan benefits shall also be disqualified from receiving any allowance provided for in clause 15.20.

SECTION V: Parental Leave without Pay

- 15.22** Maternity, paternity and adoption leaves may be extended by parental leave without pay of up to fifty-two (52) weeks. The postdoctoral fellow may determine how to apportion the parental leave, which must end no later than seventy (70) weeks after the child's birth or, in the case of adoption, the week in which the postdoctoral fellow is given custody of the child.

- 15.23** Parental leave may be taken on written notice to the supervisor at least two (2) weeks before the start of the leave and shall state the anticipated start and return dates of the leave.
- 15.24** Postdoctoral fellows who wish to end their leave prior to the scheduled date shall send their supervisor written notice of their intention at least thirty (30) days before the date of their return.

ARTICLE 16 – SICK LEAVE

- 16.1** Postdoctoral fellows who have completed ninety (90) days of continuous service and are unable to work because of illness or injury may be absent for up to seven (7) working days per fiscal year with no reduction in salary.
- 16.2** Postdoctoral fellows who are unable to work because of illness or injury shall inform their supervisor as soon as possible and promptly submit the reasonable supporting documentation required.
- 16.3** The Polytechnique may require an attending physician's statement. It may also have the nature and length of the sick leave validated by a physician of its choice at its expense. In such case, the postdoctoral fellow shall undergo a medical examination.
- 16.4** The Polytechnique shall treat medical certificates and the results of medical examinations confidentially.

Postdoctoral fellows shall not be required to disclose the nature of their illness or injury, nor the diagnosis on the medical certificate, to their supervisor.

ARTICLE 17 – PENSION PLAN

- 17.1** The Polytechnique shall set up a group Registered Retirement Savings Plan (RRSP) effective January 1, 2018. It shall pay all postdoctoral fellows contributing to the RRSP an amount equal to their contribution up to a maximum of five percent (5%) of their annual salary paid by the Polytechnique.

ARTICLE 18 – VACATION

18.01 Postdoctoral fellows shall accrue vacation at a rate of two (2) days per month worked to a maximum of twenty-three (23) working days per year. Vacation credit shall be calculated annually on June 1 of the current year.

18.02 For the purpose of calculating vacation, postdoctoral fellows hired between the first (1st) and fifteenth (15th) day of the month, inclusive, shall be eligible for vacation credit for that month.

18.03 Postdoctoral fellows who are absent from work for any of the following reasons in a given year shall accrue vacation credit as follows:

Illness:

- postdoctoral fellows absent from work because of illness shall accrue vacation credit during the first six (6) consecutive months of their absence.

Occupational accidents and illness:

- postdoctoral fellows absent from work because of occupational accident or illness shall accrue vacation credit during the first twelve (12) consecutive months of their absence.

Maternity, adoption and paternity:

- postdoctoral fellows shall accrue vacation credit during their maternity, adoption or paternity leave.

Leave without pay of more than one (1) month:

- postdoctoral fellows on leave without pay shall be entitled to vacation prorated to the number of months worked.

18.04 Vacation can be split into weeks or, on arrangement with the supervisor, into days.

18.05 Vacation time shall be selected on arrangement with the supervisor, taking into account the postdoctoral fellow's stated preference and the research requirements.

18.06 Unless otherwise agreed with the supervisor, vacations shall be taken during the fiscal year in which they are accrued.

18.07 Postdoctoral fellows who are unable to take their vacation during the scheduled period because of illness, accident or occupational accident that occurred before the start of their vacation period may postpone their vacation to a later period. However, they must advise their supervisor as soon as possible before the scheduled start date of the vacation. Their vacation shall be deferred, on arrangement with the supervisor, either until after their disability or until a later date.

- 18.08** Annual vacation accrued in time may not be replaced by a salary supplement.
- 18.09** In the event of permanent termination of employment, postdoctoral fellows shall be entitled to vacation allowance equivalent to 9.2% of total earnings between June 1 of that year and their departure date, less any vacation days already taken.
- 18.10** In the event of a postdoctoral fellow's death, the Polytechnique shall pay their beneficiaries or legal heirs the vacation allowance earned.

ARTICLE 19 – STATUTORY HOLIDAYS

- 19.1** During the Polytechnique's fiscal year, the following days shall be recognized as paid statutory holidays:

2016-2017

➤ Fête nationale	Friday, June 23, 2017 (deferred)
➤ Canada Day	Friday, June 30, 2017 (deferred)
➤ Labour Day	Monday, September 4, 2017
➤ Thanksgiving	Monday, October 9, 2017
➤ Christmas Day	Monday, December 25, 2017
➤ Boxing Day	Tuesday, December 26, 2017
➤ Christmas Eve	Wednesday, December 27, 2017 (deferred)
➤ 1st floating holiday	Thursday, December 28, 2017
➤ 2nd floating holiday	Friday, December 29, 2017
➤ New Year's Day	Monday, January 1, 2018
➤ Day after New Year's Day	Tuesday, January 2, 2018
➤ New Year's Eve	Wednesday, January 3, 2018 (deferred)
➤ Good Friday	Friday, March 30, 2018
➤ Easter Monday	Monday, April 2, 2018
➤ National Patriots Day	Monday, May 21, 2018

- 19.2** The Polytechnique agrees to recognize and observe as paid statutory holidays any other government-decreed civil holidays declared after the signing of this Collective Agreement.

- 19.3** If any of the statutory holidays listed in clause 19.01 coincides with a postdoctoral fellow's vacation or one of their weekly days off other than Saturday and Sunday, their statutory holiday shall be deferred to a date arranged with their supervisor.

Pay for an Unworked Statutory Holiday

19.4 Pay for an Unworked Statutory Holiday

- a) Pay for each fixed statutory holiday listed in clause 19.01 that is an unworked day shall be equivalent to a postdoctoral fellow's regular daily salary rate at the time;
- b) The provisions in a) shall not apply if a postdoctoral fellow is already receiving benefits under one of the provisions in this Collective Agreement.

Pay for a Worked Statutory Holiday

- 19.5** Postdoctoral fellows who are required to work one of the fixed statutory holidays listed in clause 19.01 shall be paid at their regular salary rate at the time plus one hundred percent (100%), or receive equivalent compensatory leave.

Pay for Work on a Deferred Statutory Holiday

- 19.6** Postdoctoral fellows who are required to work one of the deferred statutory holidays listed in clauses 19.03 and 19.05 of this Article shall be paid at one hundred and fifty percent (150%) of their regular salary.

In addition to this pay, they shall be entitled, at the Polytechnique's choice, to either the unworked statutory holiday pay set out in 19.04a) or redeferral of the statutory holiday to a date arranged by the postdoctoral fellow and their supervisor.

Pay for Saturdays and Sundays during Holiday Season Leave

- 19.7** Postdoctoral fellows who are required to work on a Saturday or Sunday during the holiday season leave shall be paid at their applicable salary rate plus fifty percent (50%) of their regular salary.

The provisions in this clause shall apply to the following days:

- 2017-2018: December 30 and 31, 2017;
- 2018-2019: December 29 and 30, 2018.

- 19.8** Postdoctoral fellows may extend the period allocated for lunch by one (1) hour, with no loss of regular salary, to take part in activities organized on campus for International Women's Day (March 8). Basic service must continue to be provided.

ARTICLE 20 – SOCIAL LEAVE

- 20.01** Postdoctoral fellows who have accumulated sixty (60) days of service for the Polytechnique shall be entitled to the following social leave with no loss of their regular salary.

In the instances in clause 20.02, however, the requirement of sixty (60) days of service shall not apply.

20.02 In the event of the death of a postdoctoral fellow's:

- a) spouse, child or spouse's child, the postdoctoral fellow shall be entitled to five (5) consecutive calendar days;
- b) father or mother, the postdoctoral fellow shall be entitled to five (5) consecutive calendar days;
- c) father-in-law or mother-in-law, or spouse's father or mother, the postdoctoral fellow shall be entitled to three (3) consecutive calendar days;
- d) brother, sister, brother-in-law, sister-in-law, spouse's brother or sister, the postdoctoral fellow shall be entitled to three consecutive calendar days;
- e) grandparent or grandchild, the postdoctoral fellow shall be entitled to two (2) consecutive calendar days;
- f) son-in-law, daughter-in-law, uncle, aunt, niece or nephew, the postdoctoral fellow shall be entitled to one (1) calendar day.

In all instances, the postdoctoral fellow may add banked vacation days or leave without pay of up to fifteen (15) days to this leave period.

If the death of a postdoctoral fellow's spouse, child, father, mother or spouse's father or mother occurs during their vacation, they may interrupt their vacation provided they notify their supervisor promptly. The vacation days in question shall be deferred to either the end of the postdoctoral fellow's vacation or a later date, as agreed with the supervisor.

20.03 Postdoctoral fellows may use one of these leave days to attend the burial, cremation or any other ceremony. If the ceremony is taking place more than one hundred and sixty (160) kilometres from the postdoctoral fellow's place of residence, they shall be entitled to one (1) additional working day to attend it.

20.04 Postdoctoral fellows shall be entitled to five (5) consecutive leave days for their wedding or civil union.

20.05 Moving

Postdoctoral fellows who are making a change of permanent address shall be entitled, with the permission of their supervisor, who may not refuse it without good reason, to one (1) day of leave for the moving day. Only one (1) day may be authorized per fiscal year.

20.06 Legal Matters

- a) If a postdoctoral fellow receives a summons as a juror or witness in a matter to which they are not a party, they shall not suffer any loss of regular salary for this reason during the time they are required to so act. They must, however,

turn over to the Polytechnique, for each working day, the equivalent of the amount they receive in payment for the duties they perform on these days. If the amount is higher than their regular salary, the difference shall be returned to them by the Polytechnique.

- b) If a postdoctoral fellow receives a summons to testify in the performance of their duties in a matter to which they are not a party, they shall not suffer any loss of regular salary for this reason during the time they are required to so act. They must, however, turn over to the Polytechnique, for each working day, the equivalent of the amount they receive in payment for the duties they perform on these days. If the amount is higher than their regular salary, the difference shall be returned to them by the Polytechnique.
- c) If a postdoctoral fellow is required to appear before a civil, administrative or criminal court in a matter to which they are a party, they shall be eligible for either leave without pay or banked vacation days.

20.07 When a postdoctoral fellow must be absent for one of the reasons set out in this Article, they shall inform their supervisor as soon as possible and, on request, provide proof or confirmation of these facts.

Social leave shall not be allocated if it coincides with any other leave or vacation provided for in this Collective Agreement.

Unless otherwise stipulated, the term “one (1) day of leave” means one complete twenty-four-hour (24-hour) period.

ARTICLE 21 – LEAVE WITHOUT PAY

- 21.1** Supervisors may grant a postdoctoral fellow leave without pay of up to three (3) months for any reason they consider reasonable.
- 21.2** Unless otherwise agreed or provided, postdoctoral fellows on leave without pay may not receive the benefits set out in this Agreement.
- 21.3** When the postdoctoral fellow returns to work, the Polytechnique shall reinstate them in their previous position if it is still available.
- 21.4** On agreement with their supervisor, postdoctoral fellows who submit a request in writing may return to their previous position before their leave without pay is over, as long as the position is still available.

ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY

22.01 The Polytechnique and the Union shall cooperate to maintain the best possible workplace health and safety conditions to prevent occupational illness and accidents.

22.02 The Polytechnique shall take the steps required to protect the health, safety and physical well-being of postdoctoral fellows, in accordance with the applicable provisions in the law and the by-laws.

22.03 The Polytechnique shall authorize leave from work for a postdoctoral fellow serving on the Health and Safety Committee, to investigate and discuss health- and safety-related issues and attend joint meetings of said Committee and any other meetings with a Polytechnique representative or representatives, as provided below:

- such absence shall not affect the smooth operation of activities;
- permission for such absence may not be granted simultaneously for more than one postdoctoral fellow working for the same supervisor.

If the Health and Safety Committee member referred to in this clause must be absent from their position during their regular hours of work for investigation purposes, they shall make arrangements in advance with the Polytechnique's designated occupational health and safety representative. A postdoctoral fellow who is absent from work for this purpose shall continue to receive their regular salary.

22.04 The responsibilities of the Health and Safety Committee shall be set out in the Policy on Occupational Health and Safety. One (1) ASSEP member may join the central Occupational Health and Safety Committee.

22.05 Postdoctoral fellows who observe any contravention of the health and safety regulations shall report it to the supervisor of the immediate superior in question. If the problem is not resolved satisfactorily, the matter shall then be referred to the Health and Safety Committee provided for in clause 22.03.

22.06 The Polytechnique shall provide first aid during hours of work and arrange transportation at its expense for a postdoctoral fellow whose condition requires it to the hospital of their choice, where possible. The Polytechnique shall assist the postdoctoral fellow to return to work or home, as applicable.

22.07 Any personal safety equipment required for postdoctoral fellows' protection by the occupational health and safety regulations shall be provided at the workplace and paid for by the Polytechnique.

- 22.08** Management in each sector shall be responsible for informing postdoctoral fellows concerning the safety standards and by-laws in effect for the sector in which they are working.
- 22.09** The Polytechnique shall post prominently, in the appropriate locations, the safety standards and by-laws and the emergency instructions for the facilities, equipment and products in these locations.
- 22.10** Postdoctoral fellows who are exposed to specific health risks may be required to undergo a medical examination. When such examination is required by law or by the Health and Safety Committee, the Polytechnique shall cover its cost. The examination will take place during regular working hours, with no loss of regular salary.
- 22.11** The Polytechnique shall be responsible for providing postdoctoral fellows with an adequate first aid kit stored in a readily accessible location at all times.
- 22.12** Postdoctoral fellows shall have the right to refuse to perform work if they have reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger another person.
They may not, however, exercise the right granted in this paragraph if the refusal to perform such work places the life, health, safety or physical well-being of another person in imminent danger or if the conditions for performing this work are inherent in the kind of work they do.

ARTICLE 23 – OCCUPATIONAL ILLNESS AND ACCIDENTS

- 23.01** In the event of a disability covered by the *Act respecting industrial accidents and occupational diseases*, the Polytechnique shall pay a postdoctoral fellow the income replacement benefit provided for in the Act and shall, if necessary, make up the difference between this benefit and the postdoctoral fellow's net salary for up to the first fifty-two (52) weeks of their total disability. If the salary increase date falls during this period, the postdoctoral fellow shall receive the salary increase to which they are entitled. The postdoctoral fellow shall be subject to the provisions of the Act for the remainder.

For the purposes of this Article, the term “net salary” means the salary remaining after provincial and federal taxes and Québec Pension Plan and Employment Insurance contributions have been deducted.

The Polytechnique shall declare to the C.N.E.S.S.T. the higher of the following two amounts: either the gross annual salary in effect as of the first day of absence, or the

total earnings in the preceding twelve (12) months calculated in accordance with the provisions in the Act.

When income tax forms are issued, the Polytechnique shall send the postdoctoral fellow a notice stating the benefit amount payable by the C.N.E.S.S.T. during that year.

ARTICLE 24 – MISCELLANEOUS

24.01 Postdoctoral fellows shall be subject to the Polytechnique's directives and policies that are in effect governing intellectual property and probity.

24.02 In accordance with the Travel and Representation Expenses Policy, the Polytechnique shall reimburse the travel and accommodation expenses incurred by duly authorized postdoctoral fellows as follows:

- a) Postdoctoral fellows shall follow the procedure established by the Polytechnique for the reimbursement of travel and accommodation expenses, and shall complete the appropriate forms.
- b) The Polytechnique shall determine the mode of transportation to be used.
- c) Upon their return, postdoctoral fellows shall submit itemized expenses, including supporting documentation (hotel, motel, taxi and meal receipts, travel tickets, etc.).

ARTICLE 25 – SALARIES

25.01 Salaries shall be paid from research funds of which the Polytechnique is trustee and shall be paid to postdoctoral fellows in accordance with the Polytechnique's usual procedures.

25.02 Postdoctoral fellows' minimum annual salary shall be \$35,000 for full-time work. For existing contracts, as of the date of signing of the Collective Agreement, the Polytechnique shall adjust the salaries of all postdoctoral fellows whose annual salary was less than \$35,000 retroactive to January 26, 2015.

This Article does not cover postdoctoral fellows who are recipients of a personal scholarship, but the supplement they receive from the supervisor shall be subject to the annual increase.

Salaries shall be increased on an annual basis as follows:

On the date the Collective Agreement is signed:	2%
Effective September 1, 2018:	2%
Effective September 1, 2019:	0%

- 25.03** Within ninety (90) days after the signing of the Collective Agreement, the Polytechnique shall pay the postdoctoral fellows it employed as of June 19, 2017 a lump sum of five hundred dollars (\$500).

ARTICLE 26 – STRIKES AND LOCKOUTS

- 26.01** The Parties agree that no strike or lockout shall take place during the term of this Collective Agreement. The Union shall not order, encourage or support any work slowdown designed to reduce employees' usual performance.

ARTICLE 27 – DURATION OF THE COLLECTIVE AGREEMENT

- 27.01** Once this Collective Agreement has been signed by the Parties' authorized representatives and filed in accordance with the *Labour Code*, it shall remain in force from September 1, 2017 until August 31, 2020. It shall come into force on September 1, 2017 and shall not have any retroactive effect unless explicitly agreed. The working conditions set out in this Collective Agreement shall apply until the signing of a new collective agreement, except during a legal strike or legal lockout.

Signing of the Collective Agreement

In witness whereof, the Parties have signed at Montreal on this 15th day of September, 2017.

CORPORATION DE L'ÉCOLE POLYTECHNIQUE DE MONTRÉAL

Richard Hurteau
Director of Administration

Andrée L'Heureux
Assistant Director of Administration
Director of Human Resources

Alain Rochefort
Head, Department of Engineering
Physics

Jean-Denis Roy
Senior Labour Relations Advisor

ASSOCIATION POUR UNE SOLIDARITÉ SYNDICALE DE L'ÉCOLE POLYTECHNIQUE (ASSEP) / Public Service Alliance of Canada (PSAC),

Local of Postdoctoral Fellows

Magali Picard
Regional Executive Vice-President

Alain Lachapelle
Negotiator

Sébastien Paquette
Bargaining Team Member

Philippe Grangier
Bargaining Team Member

APPENDIX A
Certificate of Accreditation

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

Dossier : AM-2001-5548
Cas : CM-2014-6372

Montréal, le 26 février 2015

AGENT DE RELATIONS DU TRAVAIL : Éric Lebel

**Association pour une solidarité syndicale de l'École Polytechnique (ASSEP) /
Alliance de la Fonction publique du Canada (AFPC)**

Requérante
c.

Corporation de l'École Polytechnique de Montréal

Employeur

DÉCISION

[1] Le 5 novembre 2014, la requérante dépose une requête en vertu de l'article 25 du *Code du travail* pour représenter, chez l'employeur :

« Tous les stagiaires postdoctoraux salariés au sens du Code du travail du Québec. »

[2] Une copie de cette requête a été reçue par l'employeur.

[3] Conformément à l'article 28(c) du *Code du travail*, l'employeur est présumé avoir donné son accord sur l'unité de négociation recherchée. De plus, l'employeur et la requérante sont d'accord sur les personnes visées par la requête.

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

EN CONSÉQUENCE, la Commission des relations du travail

ACCREDITE

Association pour une solidarité syndicale de l'École Polytechnique (ASSEP) / Alliance de la Fonction publique du Canada (AFPC) pour représenter :

« Tous les stagiaires postdoctoraux salariés au sens du Code du travail du Québec. »

De : Corporation de l'École Polytechnique de Montréal
2500, chemin de la Polytechnique
Case postale 6079
Succursale Centre-Ville
Montréal (Québec) H3C 3A7

Établissements visés :

Tous les établissements.




Eric Lebel

M^e Renaud Plante
Représentant de la requérante

M^e Carl Panet-Raymond
LORANGER MARCOUX AVOCATS, S.E.N.C.R.L.
Représentant de l'employeur

ÉL/sh