Letter of Agreement

BETWEEN	McGill University
	600 Sherbrooke Street West, Suite 1520
	Montreal, Québec, H3A 2M7
	(hereinafter referred to as the "University" or the "Employer")

AND McGill University Non-Academic Certified Association (M.U.N.A.C.A.) / Public Service Alliance of Canada (P.S.A.C.) 3483 Peel Street, Montreal, Quebec, H3A 1W7 (hereinafter the "Union")

(hereinafter collectively referred to as the "Parties")

- **WHEREAS** the provisions of article 31.47 of the collective agreement are somewhat restrictive with respect to the possibility of splitting a paternity leave;
- **WHEREAS** the **Employee** may wish to take the paternity leave in article 31.47 in a nonconsecutive manner;
- **WHEREAS** the **Employer** may, if the situation allows, and at the discretion of the unit/department head, permit the leave to be taken in a non-consecutive manner;

IN CONSIDERATION OF THE PRESENT LETTER OF AGREEMENT, THE PARTIES AGREE TO THE FOLLOWING:

- 1. The preamble forms an integral part of this agreement (hereinafter referred to as the "Agreement");
- 2. The Parties agree to modify the text of article 31.47 to read as follows in the collective agreement:

31.47

This paternity leave is in addition to the five (5) days paid leave provided under the leave for the spouse (birth or adoption) and the parental leave. An employee is entitled to a paternity leave of not more than five (5) uninterrupted weeks without pay at the time of 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 seventy-eight (78) weeks after the child's birth. The employee must submit a request in the Human Resources Information System and notify the unit/department head in writing at least three (3) weeks before the start of his leave by indicating the anticipated starting date of the leave and the date of his return to work. This notice period may, however, be shorter if the child arrives before the expected date of birth. This leave cannot be interrupted without the authorization of the University or in specific cases mentioned in the Law. This leave cannot be transferred to the mother or shared with her. In some situations, at the request of the employee and if the unit/department head

agrees, this leave may be split into weeks.

- 3. The **Union** hereby acknowledges that, before having signed the present **Agreement**, it has had sufficient time to revise the terms and conditions contained therein;
- 4. 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;
- 5. The **Parties** have expressly required that the present **Agreement** be drafted in the English language. Les parties ont expressément exigé que la présente lettre d'entente, soit rédigée en anglais.

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

Signed this 12 day of 2023 mens mart

Thomas Chalmers President, MUNACA

Signed this 13 day of July 2023

Sherrie Childs VP Internal Affairs, MUNACA Signed this <u>19</u> day of <u>July</u> 2023

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Francis Desjardins Director, Labour & Employee Relations McGill University