

COLLECTIVE AGREEMENT

THE DOUGLAS RESEARCH CENTRE

Employer

and

PUBLIC SERVICE ALLIANCE OF CANADA (PSAC)

Union

2019-2022

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ARTICLE 1 - DEFINITIONS .

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

1.01 Public Service Alliance of Canada (PSAC)

Refers to the bargaining agent.

1.02 Bargaining Certificate

Refers to the certificate of accreditation appearing in Appendix A and any amendments duly made thereto.

1.03 Employer

Refers to The Douglas Research Centre

1.04 Grievance

Refers to any disagreement regarding interpretation or application of the Collective Agreement.

1.05 Working day

Means working days from Monday to Friday inclusively, except for the holidays set out in subsection 14.01

1.06 Employee

Refers to an employee covered by the bargaining certificate.

1.07 Full-time employee

Refers to all employees who work at least thirty-five (35) hours a week.

1.08 Part-time Employee

Refers to all employees who work less than thirty-five (35) hours a week.

1.09 Regular Employees

Refers to all employees appointed to an indeterminate position who have completed their probation period.

1.10 Temporary Employees

Refers to all employees hired on a fixed-term basis and whose services are required on a regular basis:

- To replace an employee on authorized leave;
- To temporarily fill a vacant position;
- For a specific mandate. Employees retain their temporary status if the mandate is extended for a fixed term.

All employees who have not completed their probation period are deemed to be temporary employees.

1.11 Casual Employees

Refers to all employees hired for a fixed term for a specific mandate and whose services are not required on a regular basis. These employees retain their casual status if the mandate is extended for a fixed term. Their hours of work are not guaranteed, and their schedule is established by the Employer based on its requirements. They do not accrue seniority and are not entitled to a probation period.

1.12 Parties

Refers to the Employer and the Union.

1.13 Contracting Out

Refers to a contract through which the employer tasks a third party with no employment relationship with performing, on its behalf and for compensation, all or part of a job from which it benefits.

Services provided free of charge to The Douglas Research Centre are not considered contracting out.

1.14 Status of Employment

Refers to the three types of employment status set out in the Collective Agreement:

- Regular employment
- Temporary employment
- Casual employment

1.15 Union

Refers to the Public Service Alliance of Canada represented by The Douglas Research Centre Union.

1.16 Seniority

Seniority is expressed in calendar years and days.

Employees can exercise their seniority rights once the probation period is completed. At that time, the hiring date becomes the starting point to calculate seniority.

Seniority for part-time employees is calculated in calendar days. They are entitled to 1.4 days of seniority for each regular workday as stipulated in their job title.

Part-time employees who work a different number of hours from that stipulated in their job title for a regular workday are entitled for each day worked to the result of the number of hours worked in relation to the number of hours of the regular workday as stipulated in their job title, multiplied by 1.4.

Overtime is excluded when calculating seniority.

Part-time employees cannot accrue more than one (1) year of seniority per fiscal year (April 1 to March 31).

ARTICLE 2 – APPLICATION

2.01

The Collective Agreement shall apply to all employees covered by the bargaining certificate (File AM-2001-9440) subject to the special provisions for each type of employment status.

2.02

To be valid, any special agreements concerning working conditions which differ from those set out in the Collective Agreement, entered into by one, several or all employees and the Employer after the signing of this Agreement must have the written approval of the Union.

2.03

The Employer recognizes that postdoctoral fellows do not perform duties normally performed by employees, except:

- During their college or university education;
- In an emergency;
- during an employee's familiarization period;
- during an employee's temporary absence or late arrival;
- when no employee is available to do the work.

It is understood that work performed in the aforementioned circumstances does not result in a reduction of employees' normal working hours.

2.04

The employer may resort to contracting out, provided that it does not result in lay-offs, does not prevent the call-back of laid-off employees who are qualified for the work and does not reduce the normal working hours of employees.

The employer may contract-out work when no one in the bargaining unit has the expertise needed to perform the work, particularly in relation to specialized equipment or in an emergency situation.

ARTICLE 3 – UNION RECOGNITION AND MANAGEMENT RIGHTS

3.01

For the purposes of bargaining and applying the Collective Agreement, the Employer recognizes the Public Service Alliance of Canada as the sole official representative and bargaining agent for employees covered by the bargaining certificate issued by the Ministère du Travail and any amendment thereto.

3.02

The Union recognizes the Employer's right to carry out its executive, administrative and management functions as provided in the Collective Agreement.

ARTICLE 4 – GENERAL PROVISIONS

Harassment, violence and discrimination

4.01

The Employer and the Union shall collaborate for the purpose of fostering a civil and violence-, discrimination- and harassment-free workplace. For this purpose, the parties may discuss any harassment-related matter, including any harassment prevention measure, at a time that is convenient for both parties.

4.02

Harassment refers to any act, comment or display that demeans, belittles, humiliates or embarrasses a person and any act of intimidation, threat or discrimination by one or several individuals. The notion of harassment includes psychological, sexual and discriminatory harassment. A single incident of serious conduct may also constitute harassment if it affects a person and results in an ongoing harmful impact for the person.

Intellectual property

4.03

McGill University's policies governing intellectual property adopted by the Research Centre are an integral part of this collective agreement.

4.04

The Research Centre shall inform the Union about any change to policies governing intellectual property.

Reorganization and technological change

4.05

Where possible, the Employer shall inform the Union in writing, at least one (1) month in advance, of any major change to the administrative structure of the Research Centre or any major technical or technological improvement likely to significantly affect the duties and/or working conditions of those involved.

4.06

The Employer shall pay for any technological change-related training it requires to enable employees to perform their duties.

ARTICLE 5 – UNION PLAN

Union membership

5.01

As of the effective date of the Collective Agreement, all employees must join the Union and remain members for the term of this Agreement, subject to the provisions of the Labour Code.

5.02

The Employer shall not be required to dismiss any employee whose membership has been rejected or deferred by the Union, or whom it has suspended or expelled.

5.03

The Employer undertakes to give each newly hired employee a membership form provided by the Union, and to refer the employee to the website on which the Collective Agreement is posted.

5.04

As of the date of signing of this collective agreement, the Employer shall provide the Union with twenty (20) hard copies of the Collective Agreement.

Union dues

5.05

The Union shall send the Employer a copy of the resolutions adopted by the general membership assembly regarding regular or special union dues.

5.06

Each pay period, the Employer shall deduct from the salary of each employee an amount equal to the regular dues set by the Union.

5.07

These deductions shall be made no later than thirty (30) days after receipt of the notice from the Union, which shall include the amount, the contribution rate and the effective date of the dues.

5.08

The Employer shall forward the amounts deducted to the Union on a monthly basis, with a statement, provided in a workable format, of the name and deduction amount of each employee.

5.09

In case of any miscalculation or omission in the deduction of union dues owing to administrative or technical error, the Employer agrees, upon written notice from the Union to this effect, to collect the amount to be adjusted within thirty (30) days of receipt of the notice.

5.10

The Employer shall make an agreement with the employee concerning the method used to collect non-remitted or overpaid dues from their subsequent pays, if necessary.

Under no circumstances shall this collection apply to more than three (3) months of arrears.

5.11

Any overpayments shall be deducted from the dues paid to the Union.

5.12

Any administrative correspondence concerning these deductions shall be between The Douglas Research Centre and the Public Service Alliance of Canada, with copy to the Union.

Rights and obligations of the parties

5.13

The Employer shall have and retain all the rights and privileges which allow it to effectively manage and administer its activities, in accordance with its obligations, subject to the provisions of this Collective Agreement.

5.14

Whenever the Employer communicates nominative information, as defined in *An Act respecting Access to documents held by public bodies and the protection of personal information*, R.S.Q. chapter A-2.1, to the Union with respect to employees for purposes of the application of the Agreement, this information shall be provided confidentially for the sole purpose of informing the Union, which shall use it only for comprehensive review, unless authorized by the employees concerned.

5.15

The employer shall provide the Union, every month, with a list of the names of new employees covered by the bargaining certificate and a list of employees covered by the bargaining certificate who have left their jobs.

5.16

The Employer shall provide the Union, every month, with an up-to-date alphabetical list of all employees covered by the bargaining certificate.

5.17

This list shall include the following information:

- a) family name and given name;
- b) hourly rate of pay;
- c) position title and duties;
- d) category and salary increment, if applicable;
- e) employment status;
- f) start date;
- g) department or administrative unit, if applicable;
- h) home address;
- i) telephone number;
- j) institutional and personal email addresses, if applicable;
- k) number of paid hours per week for the period.

5.18

The Union shall provide the Employer with a written list of its authorized representatives and their Union function.

5.19

Within thirty (30) days after the signing of this Collective Agreement and upon change of representative, the Employer and the Union shall provide one another with a list of the individuals who are to represent them on the committees referred to in the Collective Agreement.

5.20

The Union may post notices, newsletters or other documents of interest to its members in a location designated by the Employer.

5.21

The Union must be clearly identified as the source of any posted document.

5.22

After making an appointment with Human Resources, employees may consult their record in the presence of a representative from Human Resources, during regular work hours, with no loss of regular salary. Such appointment shall be arranged within a reasonable time. Employees have the option of being accompanied by their union representative. Employees may obtain, upon written request, copies of any documents appearing on their record.

Local and union business**5.23**

Subject to existing standards, and with the Employer's authorization, the Union may use available premises free of charge for the purpose of holding a meeting.

5.24

On agreement with the Employer, the Union may use the Employer's duplicating, audiovisual and other services, subject to the policies in place governing their use by members of the community. The costs incurred shall be forwarded directly to the Union.

5.25

If possible, the Employer shall provide the Union with premises for its activities. If these premises cannot be used solely for Union purposes, the Employer shall provide the Union with a locked filing cabinet.

ARTICLE 6 – UNION RELEASE TIME

6.01

Union releases shall not hinder the conduct of research activities; i.e., through the release of too many employees at the same time from the same laboratory or research team.

6.02

Within the meaning of subsection 5.18, only employees with a mandate from the Union are authorized to request release time for the purposes of this article.

6.03

Unless there are exceptional circumstances, release time requests for union activities must be submitted to the Employer at least ten (10) working days in advance, unless otherwise specified.

6.04

The Employer shall not refuse such request for release unless it interferes with the smooth conduct of research activities.

6.05

The Employer agrees to grant the Union a maximum provision of eighteen (18) days (126 hours) of release time per fiscal year, with no loss of salary and at the Employer's expense. This includes scheduled meetings between the parties.

Unused release days during a fiscal year are neither redeemable for cash nor transferable to a subsequent fiscal year.

6.06

In cases where this collective agreement permits a union release at the Union's expense, the Employer shall maintain the employee's remuneration and the Union shall reimburse the Employer within thirty (30) working days of billing.

6.07

Unless otherwise agreed with the Employer, no employee may be released for more than three (3) consecutive working days.

6.08

Once a year, after having been notified at least two weeks in advance, the Employer shall authorize employees to be absent from work for up to one (1) hour, with no loss of salary, to attend a general meeting of the Union. Basic service must continue to be provided, if necessary.

6.09

For purposes of renewal of the Collective Agreement, the Employer shall allocate, to a maximum of three (3) employees designated by the Union, a total of twelve (12) days of union release time for collective bargaining.

This leave is to be used within the nine (9) months preceding the expiry of the Collective Agreement and during bargaining of the next Collective Agreement.

For any union release at the Union's expense when negotiating renewal of the Collective Agreement, the Employer shall maintain the employee's remuneration and the Union shall reimburse the Employer within thirty (30) working days of billing.

ARTICLE 7 – PROFESSIONAL DEVELOPMENT AND COSTS

7.01

The Employer recognizes the importance of professional development to the Research Centre's employees and cooperates in this regard.

7.02

Professional development activities are directly related to the duties of an employee's position and foster the acquisition or improvement of skills and knowledge to better perform the duties of the position. Professional development activities include conferences, conventions and internships.

7.03

All applications for professional development must be submitted to the employee's immediate supervisor. Except in special circumstances, applications must be sent at least (10) working days before the registration deadline for the professional development activity in question.

7.04

Employees shall fill out a "professional development authorization" form. The immediate superior may approve the request and agree, with the approval of the administrative director, on the terms and conditions applicable to the professional development.

7.05

On arrangement with the Employer, employees may be granted professional development leave if there is a scheduling conflict between a duly authorized developmental activity and the normal activities of their job.

A professional development leave without pay, with partial pay or with full pay may be granted depending on the type and duration of the professional development activity, on special arrangement with the immediate supervisor. The terms and conditions of such leave shall be established when the leave is granted.

7.06

The accommodation, travel and training expense policies in effect at the Research Centre form an integral part of this collective agreement.

ARTICLE 8 – STAFF MOBILITY

Job Posting

8.01

Full-time positions that are expected to last for at least twelve (12) consecutive months shall be posted.

Posting shall be optional for all other positions.

8.02

The Employer is not required to post the position when the employee's term is being extended.

8.03

Job advertisements shall be posted on the website of The Douglas Research Centre for a minimum of ten (10) working days.

8.04

Job postings shall include:

- job title;
- description of duties;
- qualifications required;
- requirements;
- skill requirements;
- job posting end date.
- application process.

For information purposes, the job posting also includes the following:

- work location;
- name of immediate supervisor
- work schedule
- salary
- job classification;
- anticipated length of contract;

8.05

Applicants shall not be considered unless they meet application deadlines and terms and conditions set out in the job posting.

Selection and hiring

8.06

Employees shall not be considered for a position unless they satisfy the requirements and qualifications set out in the job posting.

8.07

Among candidates considered for a position, the Employer shall select the candidate it considers best suited to the job requirements and qualifications, taking into account any internal applicants and employees registered on the availability list who have applied for the position.

8.08

The Employer shall send written notification of its decision to the individual selected. The letter includes the following information:

- job title;
- number of hours per week;
- salary (category, increment);
- start date;
- anticipated duration of the job, if known.

8.09

The Employer shall send the Union written notification of the appointment of the successful candidate within fifteen (15) working days after said appointment.

Probation Period

8.10

A new employee's maximum probation period is one hundred and twenty (120) days worked or twelve (12) months, whichever comes first.

If the probation period has not been completed when an employee obtains another job with the Employer, the remaining probation period is added to the trial period in the new job.

8.11

Employees terminated during their probation period cannot use the grievance procedure to challenge that termination.

Notwithstanding the first paragraph, the Employer shall not act in a manner which is excessive, unreasonable or in bad faith.

8.12

If the employee is absent for more than five (5) consecutive days worked during the probation period, probation shall be extended for a period equivalent to the absence.

Trial period

8.13

For any new position, employees must complete a trial period of no more than ninety (90) days worked or six (6) months, whichever comes first.

8.14

In the event that employees do not complete their probation period, the Employer may reinstate them in their former position, if it is available.

Otherwise, employees have access to the lay-off list according to the process and eligibility criteria provided for in subsections 8.17 and following.

8.15

If the employee is absent for more than five (5) consecutive days worked during the trial period, such period shall be extended for a period equivalent to the absence.

Lay-off

8.16

When the Employer must lay off employees, it shall first assess the Research Centre's operational requirements. Employees shall be selected for lay-off on the basis of these requirements, taking into account the following factors:

- a) the relevance of employees' knowledge, qualifications and skills;
- b) employee seniority;
- c) if applicable, performance assessment;
- d) commitments made in connection with the academic training of students.

Availability list

8.17

Employees with full-time or part-time status, having accrued at least twelve (12) months of continuous service and who have been laid off, may register for the availability list for a period of twelve (12) months starting on the date of lay-off.

To register, employees must send the Employer the availability list registration form. Employees are responsible for updating the information contained on the list. The Employer provides employees with relevant information to access the form.

8.18

During the lay-off period, employees retain their employment relationship, do not accrue seniority and are not entitled to any of the benefits provided for in this collective agreement, unless they wish to pay all costs related to the pension plan and group insurance, if allowed by these plans.

8.19

After the lay-off period, names of individuals who have not worked for the Employer during this period shall be taken off the availability list and their employment relationship is terminated.

8.20

The availability list shall be forwarded to the Union every month. Employees are responsible for updating the list with the following information:

- a) family name and given name;
- b) address;
- c) telephone number;
- d) email address;
- e) most recent position held;
- f) job title;
- g) start and end dates of most recent position;
- h) fields of specialization.

Termination of employment

8.21

When the Employer must lay off employees, it shall give written notice to employees who have accrued at least three (3) months of continuous service. The notice period shall be a period of time worked, unless otherwise decided by the Employer.

8.22

Laid-off employees shall receive written notice from the Employer in accordance with the following time limits:

<u>Length of Continuous Employment</u>	<u>Notice Period</u>
3 months to one year	1 week
1-5 years	2 weeks
5-10 years	4 weeks
10+ years	8 weeks

The Employer who does not provide a notice of termination of employment or whose notice is too short shall pay employees 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.

8.23

The Employer may terminate a fixed-term contract prior to its scheduled end date for the following reasons:

- a) temporary or permanent departure of the funded researcher;
- b) researcher's scientific reorientation;
- c) loss or reduction of funding;
- d) contract ended by unavoidable circumstances;
- e) Administrative reorganization.

In such a case, the above notices shall apply.

8.24

No notice of termination applies to an employee:

1. whose fixed-term contract expires;
2. who has committed serious misconduct;
3. Whose work contract is ended or who is laid-off through unavoidable circumstances.

ARTICLE 9 - DISCIPLINE

9.01

Employees may receive a written reprimand, be suspended or be dismissed, depending on the gravity and frequency of the offence in question.

9.02

Employees summoned to a meeting by the Employer for disciplinary reasons shall have the right to be accompanied by their Union representative. Employees are responsible for taking the necessary steps to ensure their representative is present.

If required, the Employer's representative must agree to have a Union representative accompany the employee.

9.03

The Employer who decides to discipline an employee shall notify the employee in writing of the disciplinary measure selected and the reasons within thirty (30) working days of the incident or knowledge of the facts relating to it.

9.04

No offence may be cited against an employee in the 12 months worked after the issuance of a disciplinary notice if no similar offence has been committed during this period.

9.05

Employees being disciplined may grieve their case under the grievance procedure.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

Principles

10.01

The provisions in this clause set out operating parameters based on good faith and transparency that are designed to resolve any disagreements as to the interpretation or application of the Collective Agreement. They are also designed to identify disputes and encourage the parties to articulate their positions, thereby streamlining the grievance resolution procedure.

10.02

In an atmosphere of mutual openness and discussion, it is advisable that prior to the filing of a grievance, any dispute or disagreement be discussed by those involved in the presence of a union representative, if required, and a representative of the Employer.

10.03

The parties shall endeavour to resolve grievances as promptly as possible.

10.04

Articles in this section apply to grievances filed by the Employer, with necessary adjustments.

10.05

Deadlines set out in this section shall be strict, unless the parties agree in writing to extend them.

Grievance filing and handling

10.06

All employees, within thirty (30) days of learning of the causal incident and no more than six (6) months after the occurrence of the causal incident, may submit a written grievance to the Employer. These deadlines are strict.

10.07

After a grievance has been filed with the Employer but before it is referred to arbitration, it must be discussed with an Employer representative responsible for Human Resources and the Union, or by the labour relations committee (LRC).

In the interest of free discussion and the attempt to identify an equitable solution, parties agree that deliberations held during these meetings and the LRC's minutes may not be used as evidence in arbitration.

10.08

Within thirty (30) working days of the meeting referred to in subsection 10.07, the Employer shall respond in writing to the Union.

10.09

Within thirty (30) working days of the Employer's response or, if there is no such response, within thirty (30) working days of expiry of the Employer's deadline for a response under subsection 10.08, the Union may refer the grievance to arbitration. To that end, the Union shall give written notice to the Employer of its intention to refer the grievance to arbitration.

Following these strict deadlines, grievances not referred to arbitration are deemed to have been abandoned.

Grievance arbitration

10.10

The parties agree to cooperate and to ensure the grievance is heard as promptly as possible.

10.11

The parties shall appoint the arbitrators listed below to hear and rule on all grievances filed under this Collective Agreement:

- Beaupré, René
- Faucher, Nathalie
- Houde, Rosaire
- Lavoie, André G.
- L'Heureux, Joëlle
- Massicotte, Nathalie
- Levesque, Éric
- St-André, Yves

Parties mutually agree to refer the grievance to one of these arbitrators.

Failure to agree on the choice of an arbitrator

Failing agreement on the choice of an arbitrator within thirty (30) working days following issuance of the written notice provided for in subsection 10.09, each party shall propose to the other, in writing, the name of one (1) arbitrator from the list appearing in the first paragraph of this subsection. The choice of the arbitrator between the Union's proposal and that of the Employer shall then be determined by a coin toss. A representative of each party must be present at the draw.

Parties are bound by the result of the draw.

10.12

Employees called upon to testify or represent the Union in arbitration or before a common law court, further to an application for judicial review of an arbitral award, shall be authorized to be absent from work, with no loss of salary, for the time this testimony requires. The Employer shall authorize the absence of no more than two (2) employees at the same time, including the grievor, for the purposes of this clause.

Except in special circumstances, written notice must be given to the Employer at least ten (10) working days before the date on which the employee is to be absent for the purposes provided for in the preceding paragraph as part of the Union's evidence.

10.13

In order to promote the effectiveness of the grievance arbitration process in cases relating to an employee's dismissal or an administrative measure severing an employee's employment relationship, the parties shall, when possible, hold a pre-hearing conference call at least thirty (30) days prior to the arbitration hearing date, to cover the following points:

- admissions;
- preliminary objections;
- parties' anticipated procedure for the production of evidence;
- anticipated extent of evidence;
- list of documents the parties intend to introduce;
- number of witnesses the parties intend to produce;
- types of expertise and experts called to testify, if any;
- procedures for streamlining the hearing, including scheduled hearing dates.

Following such pre-hearing conference call, parties shall be urged to provide the other party with advance notice of any substantive change to one of these points.

10.14

An arbitrator may not add to, delete from or amend the Collective Agreement, but may render any other decision including issuing an interim order to protect the rights of the parties.

10.15

In arbitration concerning disciplinary measures, the arbitrator may uphold, amend or quash the Employer's decision and, if necessary, replace the decision with one he/she feels is fair and reasonable, including determining, where applicable, the amount of compensation or damages to which an employee may be entitled, given all of the circumstances of the matter.

10.16

In no case may an arbitrator make any award retroactive to more than six (6) months prior to the date the grievance was filed.

10.17

The arbitrator must render a final written award, with reasons, within thirty (30) days after the hearing. The award shall be enforceable and binding on the parties and shall not be invalidated by failure to observe this deadline.

Expedited Arbitration

10.18

The parties may agree to proceed to expedited arbitration of any grievance as follows:

- a) grievances heard in expedited arbitration should not take more than one day per grievance;
- b) the arbitrator must ensure that each party has sufficient time to make its submissions concerning the grievance;
- c) unless otherwise agreed by the parties at the hearing, all documents must be submitted to the arbitrator by the parties within three (3) days after the hearing;
- d) the arbitrator shall render a decision in writing within fifteen (15) days of the hearing;
- e) the arbitrator's ruling shall have the same effect as an arbitral award rendered in accordance with the regular arbitration procedure;
- f) the arbitrator's ruling is fact-specific and cannot be used as a precedent.

Arbitration Costs

10.19

The arbitration costs shall be borne equally by the parties.

10.20

Fees and expenses related to the postponement of a hearing or the withdrawal of a grievance are paid by the party that requests the postponement or withdraws the grievance.

Mediation**10.21**

The Employer and the Union may agree to proceed to mediate a grievance.

The mediator shall attempt to promote a settlement between the parties. If a settlement is reached, the mediator shall record it in writing and submit it to the parties. The settlement shall be binding on the parties.

The mediator's fees and expenses are borne equally by both parties.

ARTICLE 11 – WORKWEEK AND SCHEDULE

Workweek

11.01

A workweek for a full-time employee is thirty-five (35) hours.

11.02

A normal workweek for a part-time employee is less than thirty-five (35) hours.

11.03

The workweek is from Sunday to Saturday. The hours in a workweek are distributed over five (5) days.

11.04

Subject to operational requirements, the hours in a workweek may be distributed in a different manner.

Hours of Work

11.05

Work schedules shall be established based on the Employer's nature and operational requirements. Schedules may be changed to fit the requirements of the research project and/or laboratory or to ensure continuity of services.

11.06

Employees shall be entitled to a sixty (60) minute unpaid meal period per workday. Employees are not required to take their meal in the building. The meal period is paid if employees are not authorized to leave their workstation.

ARTICLE 12 – MINIMUM CALLBACK PAY

12.01

Employees specifically requested by the employer to report to work or who, in the normal course of work, work less than three (3) consecutive hours, shall be entitled, except in unavoidable circumstances, to an allowance equal to three (3) hours of their usual hourly pay except where overtime provisions entitle them to a higher amount.

12.02

Subsection 12.01 shall not apply in cases where, because of the nature of the work or the conditions of performance of the work, the employee is required to report to work several times in a single day for less than three (3) hours each time, or when the conditions of performance are such that the work is usually fully completed within a three (3) hour period.

ARTICLE 13 -- OVERTIME

Definition

13.01

Hours in excess of eighty (80) hours per period of two (2) consecutive weeks worked by an employee, with the Employer's prior approval, shall be considered overtime.

13.02

Any work totalling between seventy (70) and eighty (80) hours in any period of two (2) consecutive weeks, previously approved by the Employer, shall be compensated by leave with pay for a period equivalent to the hours worked in excess of seventy (70) hours or by compensation equivalent to the employee's regular straight-time hourly pay. Employees choose between leave with pay and straight-time pay.

13.03

Employees working overtime are paid for the number of hours worked in the following way:

- a) In leave with pay, equivalent to the number of hours worked, increased by fifty percent (50%). This leave must be taken during the current fiscal year, at a date mutually agreed to by employees and the Employer;
- b) Paid at the rate of time and one-half (1.5) of their salary.

Employees choose between leave with pay and overtime pay.

13.04

Total overtime bank accrued pursuant to subsections 13.02 and 13.03 may not exceed fifty (50) hours, including the hours at a higher rate. This leave must be taken during the current fiscal year, at a date mutually agreed to by the employee and the Employer.

ARTICLE 14 – HOLIDAYS

Number and list of statutory holidays

14.01

The Employer recognizes and observes thirteen (13) statutory holidays during the year, from July 1 of one year to June 30 of the following year, including those already established under any law or regulation passed under a law.

Employees shall be entitled to the following statutory holidays:

- 1) New Years Day (January 1);
- 2) The day after New Year's Day (January 2)
- 3) Second Monday in February
- 4) Good Friday;
- 5) Easter Monday;
- 6) Monday preceding May 25 (National Patriots' Day)
- 7) Fête nationale (June 24),
- 8) Canada Day (July 1)
- 9) Labour Day (first Monday in September);
- 10) Thanksgiving Day (second Monday in October
- 11) Remembrance Day;
- 12) Christmas Day (December 25)
- 13) Boxing Day (December 26)

Conditions for benefiting from a statutory holiday

14.02

To take advantage of the paid holiday, employees must perform their regular duties during the work day preceding or following the holiday, unless their absence is scheduled, has been approved in advance by the Employer or is justified by a valid reason.

Holiday to be deferred

14.03

Employees required to work one (1) of these holidays shall be entitled to one (1) day of compensatory leave to be taken during the three (3) week period prior to or following the holiday, except for the Fête Nationale.

14.04

If one of the holidays provided in subsection 14.01 coincides with employees' weekly day of rest, a Saturday or Sunday, or their vacation, employees shall not lose the holiday. In all other cases, employees lose the holiday.

Salary

14.05

Full-time employees shall receive pay for holidays equivalent to the pay they would receive if they were at work.

14.06

Part-time or casual employees shall receive, on every pay, an allowance equivalent to 5.26% of their rate of pay for each hour worked, excluding overtime.

ARTICLE 15 – LEAVE WITHOUT PAY

15.01

The Employer may, at its discretion, grant a regular employee with at least five (5) years of continuous service leave without pay of up to twelve (12) months. The employee must request such leave in writing at least two (2) months in advance.

15.02

Employees on leave without pay may not enjoy the benefits set out in this Collective Agreement. They shall continue to be covered by the pension and insurance plans, if the latter allow it, provided employees concerned cover the entire cost.

15.03

If a leave without pay is longer than 30 days, employees shall notify the Employer in writing that they intend to return to work at least 30 days before the effective day of the return to work. If such notice is not given, the employee is considered to have resigned.

15.04

When employees return to work, the Employer shall reinstate them in their position unless it has been abolished.

15.05

Employees who do not return to work when said leave is over, unless prevented from doing so by unavoidable circumstances, shall be considered to have resigned.

ARTICLE 16 – SOCIAL LEAVE

Bereavement leave

16.01

Employees may be absent from work for:

- a) seven (7) calendar days, two (2) of which are paid leave, in the event of the death or funeral of their spouse, child, spouse's child, father or mother, brother or sister;
- b) three (3) calendar days, without pay, in the event of the death or funeral of their son-in-law, daughter-in-law, grandparent, grandchild, as well as the father, mother, brother or sister of their spouse.

16.02

Employees are entitled to one (1) additional day of leave without pay if the funeral is taking place more than two hundred and forty (240) kilometres away from employees' place of residence.

16.03

Employees may use one (1) of the leave days provided in subsection 16.01 non-consecutively to attend the interment or cremation.

16.04

Employees may, on arrangement with the Employer, add to the leave provided in clause 16.01 accrued vacation leave and/or leave without pay not exceeding ten (10) working days.

16.05

If a death provided for in subsection 16.01 occurs during employees' vacation, employees may suspend their vacation, provided they immediately advise their research lead or their immediate supervisor. Unused days from such suspended vacation leave are deferred to the end of employees' vacation period.

16.06

In all cases, employees shall advise the Employer of their absence as promptly as possible and, at its request, shall provide proof or confirmation of the events.

Marriage Leave

16.07

With at least four (4) weeks' notice, employees are entitled to:

- a) one (1) day leave with pay on the day of their marriage or civil union;
- b) one (1) day leave without pay on the day of the marriage or civil union of their child, their father, their mother, their spouse's brother, sister or child.

16.08

On arrangement with the Employer at least four (4) weeks in advance, employees may add banked vacation leave of up to ten (10) working days to the leave provided in subsection 16.07.

Leave for Family-Related Responsibilities**16.09**

Employees may be absent from work for up to 10 working days per year to carry out obligations relating to the custody, health or education of their child or their spouse's child, or to the health of their spouse, father, mother, brother, sister or grandparent.

This leave may be divided into days.

16.10

The employee benefit from two paid days of leave. The eight (8) other days used for this purpose shall be deducted from the annual vacation credit or banked overtime or taken without pay, as the employee prefers.

16.11

Employees must inform the employer as promptly as possible and, on request, provide supporting documentation for the absence.

16.12

Employees may be absent from work in accordance with sections 79.8 to 79.15 of the Act respecting labour standards by informing the Employer of the reasons for the absence as promptly as possible and providing supporting documentation for the absence.

16.13

Social leave pursuant to this article is not granted if it coincides with vacation leave or any other leave provided in this collective agreement.

ARTICLE 17 - VACATION LEAVE

17.01

Full-time employees with less than one (1) year of continuous service as of April 30 shall be entitled to one and two-thirds ($1\frac{2}{3}$) leave days with pay for each month of service.

Full-time employees with at least one (1) year of continuous service as of April 30 are entitled to vacation leave as follows:

Less than 17 years of service	20 working days
17 and 18 years of service	21 working days
19 and 20 years of service	22 working days
21 and 22 years of service	23 working days
23 and 24 years of service	24 working days
25 years or more of service	25 working days

17.02

While on vacation leave, full-time employees receive pay equivalent to the pay they would receive if they were at work.

17.03

Part-time employees with less than one (2) year of continuous service as of April 30 are entitled to one and two-thirds ($1\frac{2}{3}$) leave days with pay for each month of service.

Part-time employees with at least one (1) year of continuous service as of April 30 are entitled to vacation leave based on the following chart. L'indemnité afférente au congé annuel d'une personne salariée à temps partiel correspond à un pourcentage de son salaire régulier durant l'année de référence, excluant le salaire versé lors des jours fériés: The annual leave allocation for part-time employees shall be equal to a percentage of employees' regular salary during the reference year, excluding holiday pay.

Less than 17 years of service	20 working days	8.33%
17 and 18 years of service	21 working days	8.75%
19 and 20 years of service	22 working days	9.17%
21 and 22 years of service	23 working days	9.58%
23 and 24 years of service	24 working days	10.00%
25 years or more of service	25 working days	10.42%

17.04

Employees who are entitled to less than 10 days' paid leave may top up their annual leave to up to two weeks (14 calendar days) at their own cost.

17.05

However, employees who have held more than one employment status since the beginning of the reference period entitling them to the annual leave shall receive the following allocation:

- a) pay equivalent to what they would receive if they were at work, based on their normal workweek for the number of days of annual leave accrued during the full months in the reference period during which their status was that of a full-time employee;

- b) an allocation equal to a percentage of the employee's regular salary during the full months in the reference period during which their status was that of a part-time employee.

Reference Period

17.06

For calculation purposes, employees hired between the first and 15th day of the month inclusively shall be considered to have one full month of service.

17.07

The period of service for calculating paid annual leave runs from May 1 of a given year to April 30 of the following year.

Splitting

17.08

Vacation cannot be split into weeks except on arrangement with the Employer; no more than two (2) weeks of vacation may be split. Two weeks of vacation may also be split into days.

Vacation Period

17.09

The Employer establishes vacation periods taking into account employees' stated preference and the Research Centre's operational requirements.

Employees must submit their vacation selection to the Employer at least six (6) weeks in advance. The Employer must provide employees with confirmation of their vacation choice at least four (4) weeks in advance.

17.10

Vacation must be taken during the reference year.

17.11

Employees who are unable to take their vacation leave at the scheduled time due to hospitalization or lack of mobility resulting from an illness incurred prior to the beginning of the vacation leave may request postponement of the vacation leave to a later date, if the leave has not begun. In all cases of vacation leave postponement, the Employer establishes the new vacation leave date once employees have returned to work, taking into account employees' stated preference.

Employees hospitalized for longer than twenty-four (24) hours following an illness or an accident which occurred during vacation leave may suspend such vacation leave, on arrangement with their research lead. Unused days from such suspended vacation leave are deferred to the end of employees' vacation period.

17.12

Employees who leave their employment with the Employer shall be entitled to the days of annual leave accrued up to their departure date.

ARTICLE 18 – PARENTAL LEAVE

General Provisions

18.01

Unless specifically stipulated otherwise, this article may not confer on employees any benefit, monetary or otherwise, that they would not have had if they had continued at work.

18.02

Allowances and benefits granted under this article apply both to opposite- and same-sex parents.

Leave for childbirth

18.03

Employees with no maternity leave shall be entitled to five (5) days of leave, two (2) of which with pay, for the birth of their child or when the pregnancy is terminated as of the twentieth (20th) week of pregnancy.

Employees who wish to take this leave shall inform the Employer as promptly as possible.

Maternity leave

18.04

Employees may take leave without pay to undergo pregnancy-related tests.

Employees shall inform the Employer as promptly as possible when they will be absent.

18.05

Employees shall be entitled to special unpaid maternity leave when a pregnancy complication or the risk of pregnancy termination requires work stoppage for a period prescribed by a medical certificate. This special leave may not, however, be extended past the start of the fourth week before the expected delivery date. During this special leave, employees shall continue to enjoy the benefits provided in the Collective Agreement to which they are normally entitled.

Length and Distribution of Maternity Leave

18.06

Pregnant employees shall be entitled to maternity leave without pay of up to 21 consecutive weeks.

18.07

Maternity leave shall start no earlier than the 16th week before the expected delivery date and end no later than 21 weeks after the week of the delivery.

Termination of pregnancy (exclusive to the pregnant employee)**18.08**

If an employee's pregnancy is terminated before the start of the 20th week of pregnancy preceding the expected delivery date, she shall be entitled to special maternity leave without pay of up to three (3) weeks, unless a medical certificate confirms the need to extend such leave.

Notice to the Employer**18.09**

In the event of pregnancy termination or premature delivery, the employee shall, as promptly as possible, give the Employer written notice of the occurrence and the expected date of her return to work, accompanied by a medical certificate confirming the occurrence.

18.10

Maternity leave may be taken after at least three weeks' written notice to the Employer stating the start date of the leave and the date of the employee's return to work. Such notice shall be accompanied by a medical certificate attesting to the pregnancy and the due date. In such cases, the medical certificate may be replaced by a written report signed by a midwife.

The notice may be less than three weeks with a medical certificate stating that the employee must stop work within a shorter time.

Medical Certificate**18.11**

Six weeks or less before the expected delivery date, the Employer may require a pregnant employee who is still at work to provide a medical certificate stating that she is able to work.

If the employee refuses or fails to provide the certificate within eight days, the Employer may require her on written notice, stating the reason, to take her maternity leave immediately.

Notice of Shortened Leave

18.12

An employee may return to work before the date the expiration of her maternity leave on written notice to the Employer at least four (4) weeks before the new date of her return to work.

However, if an employee returns to work within two weeks after the delivery, the Employer may require a medical certificate stating that she is able to work.

Splitting Leave

18.13

At the employee's request, the maternity leave may be split into weeks if her child is hospitalized or if the employee must be absent pursuant to sections 79.1 or 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

18.14

The employee shall inform the Employer of her absence as promptly as possible and, on request, shall provide the Employer with supporting documentation.

Maternity Leave Benefits

18.15

Employees on maternity leave shall have the following benefits, provided they are ordinarily entitled to them:

- life insurance, provided they pay their contribution;
- health insurance, provided they pay their contribution;
- pension plan, pursuant to applicable provisions of the RREGOP;
- accrual of vacation;
- the right to apply for positions in accordance with the provisions in this Collective Agreement.

18.16

Upon agreement with the Employer, employees may postpone their annual vacation period until immediately after their maternity leave on written notice to the Employer at least four (4) weeks before the leave expires.

Presumed Resignation

18.17

An employee who does not report to work on the return date stated in the notice given to the Employer shall be presumed to have resigned.

Paternity Leave

18.18

Employees shall be entitled to no more than five consecutive weeks of paternity leave without pay on the birth of their child.

Paternity leave shall begin no earlier than the week of the child's birth and end no later than 52 weeks after the week of the birth.

18.19

The paternity leave of five consecutive weeks shall be added to the childbirth leave.

Notice to the Employer**18.20**

Paternity leave may be taken after at least three weeks' written notice to the Employer stating the start date of the leave and the date of the employee's return to work.

This period may nevertheless be shorter if the child is born before the anticipated date of birth.

Splitting Leave**18.21**

At the employee's request, the paternity leave may be split into weeks if the child is hospitalized or if the employee must be absent pursuant to sections 79.1 or 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

18.22

The employee shall inform the Employer of her absence as promptly as possible and, on request, shall provide the Employer with supporting documentation.

Paternity Leave Benefits**18.23**

Employees on paternity leave shall have the following benefits, provided they are ordinarily entitled to them:

- life insurance, provided they pay their contribution;
- health insurance, provided they pay their contribution;
- pension plan, pursuant to applicable provisions of the RREGOP;
- accrual of vacation;
- the right to apply for positions in accordance with the provisions in this Collective Agreement.

Presumed Resignation**18.24**

An employee who does not report to work on the return date stated in the notice given to the Employer shall be presumed to have resigned.

Adoption leave**18.25**

Employees who adopt a child other than their spouse's child shall be entitled to five (5) days of leave, of which two (2) days are leave with pay. Employees may request to have this leave broken up into days. Leave must be taken within fifteen (15) days after the child's placement in the home.

Notice to the Employer

18.26

The employee shall inform the Employer of the start date of the leave and the return date as promptly as possible and, on request, shall provide the Employer with supporting documentation.

Adoption Leave Benefits

18.27

Employees on adoption leave shall have the following benefits, provided they are ordinarily entitled to them:

- life insurance, provided they pay their contribution;
- health insurance, provided they pay their contribution;
- pension plan, pursuant to applicable provisions of the RREGOP;
- the right to apply for positions in accordance with the provisions in this Collective Agreement.

Presumed Resignation

18.28

An employee who does not report to work on the return date stated in the notice given to the Employer shall be presumed to have resigned.

Parental leave

18.29

Employees shall be entitled to one of the following leaves:

- 1- leave without pay for up to 52 weeks immediately following a maternity leave;
- 2- leave without pay for up to 52 weeks immediately following a paternity leave; The leave may not, however, be taken past the 70th week following the birth;
- 3- leave without pay for up to 52 weeks immediately following an adoption leave; The leave may not, however, be taken past the 70th week following the child's placement in the home.

Notice to the Employer

18.30

Parental leave may be taken after at least three weeks' notice to the Employer stating the start date of the leave and the date of the employee's return to work.

Shorter notice may be given, however, if the employee is required, for health reasons, to care for a newborn or a newly adopted child, or for the mother.

Notice of Shortened Leave

18.31

An employee may report to work before the date stated in the notice of subsection 18.30 on written notice to the Employer at least three weeks before the new date of the return to work.

18.32

With the Employer's permission, an employee may return to work part-time or intermittently during the parental leave.

Splitting Leave**18.33**

At the employee's request, the leave may be split into weeks if the child is hospitalized or if the employee must be absent pursuant to sections 79.1 or 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

Employees shall inform the Employer of their absence as promptly as possible and, on request, shall provide the Employer with supporting documentation.

Parental Leave Benefits**18.34**

Employees on parental leave shall have the following benefits, provided they are ordinarily entitled to them:

- life insurance, provided they pay their contribution;
- health insurance, provided they pay their contribution;
- pension plan, pursuant to applicable provisions of the RREGOP;
- the right to apply for positions in accordance with the provisions in this Collective Agreement.

Presumed Resignation**18.35**

An employee who does not report to work on the return date stated in the notice given to the Employer shall be presumed to have resigned.

Return from parental Leaves,**18.36**

At the end of a maternity/paternity/adoption/parental leave, the Employer shall reinstate employees in their usual position, with the same benefits, including the salary to which they would have been entitled if they had remained at work.

18.37

If the employee's usual position no longer exists on their return, the Employer shall give him/her all the rights and privileges he/she would have had at the time the position was abolished if he/she had been at work at the time.

ARTICLE 19 – SICK LEAVE

19.01

After completing their trial period, at the end of each month of paid service, full-time employees shall receive credit for 0.8 working days of sick leave for up to 9.6 days per reference year. One of these sick days may be taken separately for personal reasons on 72 hours' notice to the Employer, unless specifically arranged with the Employer. Sick leave credits cannot be carried over from one year to the next not converted into cash.

19.02

Part-time employees shall accrue sick leave days, prorated according to their time worked based on the formula provided in subsection 19.01. Sick leave credits cannot be carried over from one year to the next not converted into cash.

19.03

Sick leave may be taken in advance from the sick leave days accrued by the employee up to November 30 of the year in question. Should they leave their employment before the end of the year, employees shall reimburse the Employer from their final pay, at the rate in effect at the time of their departure, for the leave days that were taken in advance and not yet earned.

19.04

Any authorized absence of more than 30 days shall interrupt the accrual of sick leave.

ARTICLE 20- HEALTH AND SAFETY

20.01

The Employer shall take the steps required to protect employees' health, safety and physical well-being.

The Employer undertakes to maintaining health and safety conditions in keeping with current legislation and regulations.

20.02

Parties agree to maintain the health and safety committee established at the Research Centre.

20.03

The committee shall consist of the following:

- the administrative director;
- one (1) researcher;
- the chief of the Animal Facility;
- one (1) Union representative;
- one (1) laboratory coordinator;
- the neuroscience laboratories coordinator;
- the brain bank coordinator

20.04

The purpose of this committee is to ensure enforcement of health and safety standards and best practices as provided in legislation and by government bodies governing laboratory research.

20.05

The committee shall meet four (4) times during the fiscal year. The committee may meet more than four (4) times during the fiscal year upon request from one of the parties.

20.06

The Employer shall inform employees concerning the safety standards and by-laws in effect for the sector in which they are working.

20.07

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

ARTICLE 21 - LABOUR RELATIONS COMMITTEE

21.01

Parties agree to establish a labour relations committee.

21.02

This committee is made up of two (2) Union representatives and two (2) Employer representatives.

21.03

The purpose of the committee shall be to:

- discuss issues surrounding interpretation and application of the collective agreement;
- engage in discussions to attempt to resolve all grievances filed.

21.04

Ce comité peut se rencontrer à quatre (4) reprises durant l'année financière à la demande de l'une ou l'autre des parties. Ce comité peut se rencontrer à plus de quatre (4) reprises durant l'année financière à la demande de l'une ou l'autre des parties.

The committee may meet four (4) times during the fiscal year at the request of one of the parties. The committee may meet more than four (4) times during the fiscal year at the request of one of

A party wishing to call a meeting of the committee must provide advance notice of at least ten (10) days to the other party.

This notice must include an agenda indicating issues to be discussed.

ARTICLE 22 – PENSION PLAN

22.01

Employees are governed by provisions of the Government and Public Employees Retirement Plan (RREGOP).

Phased Retirement Program

22.02

Upon agreement with the Employer, regular employees may take partial leave without pay until their effective retirement date, provided they submit a written request at least ninety (90) days in advance.

The request must specify the number of workdays per week to be completed during the time of the agreement.

Employees must first obtain confirmation from Retraite Québec that they will be eligible for a pension plan at the end of the agreement.

22.03

Employees shall continue to accrue the service they would have accrued if they had not enrolled in the phased retirement program.

22.04

Subject to subsection 22.03, employees enrolled in the phased retirement program are governed by provisions of this collective agreement applying to part-time employees.

ARTICLE 23 – ESSENTIAL SERVICES

23.01

In case of strike or lockout, parties agree that a sufficient number of employees must be in place to avoid:

1. jeopardizing current research projects;
2. putting individuals' health or safety at risk
3. endangering or causing damage to animals and living organisms, property and perishables;
4. compromising commitments made by the Research Centre to an organization or a company and exposing it to action for damages.

ARTICLE 24 – STANDBY PAY

24.01

Employees on standby for seven (7) consecutive calendar days, outside their regularly scheduled working hours, upon written request by the Employer, receive a seventy-five (75) dollar premium for each week on standby.

24.02

Employees who report to work during a standby period receive their pay, if applicable, as well as standby pay.

ARTICLE 25 – PERSONAL CELL PHONE ALLOWANCE

25.01

Full-time employees required by the Employer to use a cell phone in the performance of their duties shall receive a monthly allowance of thirty-five (35) dollars.

Employees who are away from work for more than twenty (20) consecutive calendar days no longer get this allowance.

25.02

Under circumstances indicated in the previous paragraph, part-time employees are entitled to an allowance prorated to time worked, based on the terms and conditions provided in that paragraph.

ARTICLE 26 – RÉGIMES D'ASSURANCES COLLECTIVES

26.01

The Employer shall maintain for the term of this agreement a Health Plan and a Long Term Disability Plan. Cost of premiums is shared as follows:

	<u>Employees</u>	Employer
Health Plan	50%	50%
Long-Term Disability Plan	50%	50%
Extended health care	100%	-

Before amending any of these plans and before advising the underwriter, the Employer must first agree with the Union on changes to be made to any of these plans.

ARTICLE 27 – PAY

27.01

Employees receive the following pay increases:

- upon signature of this collective agreement, the hourly rate increases by 1%;
- On April 1, 2020, the hourly rate increases by 1%.
- On April 1, 2021, the hourly rate increases by 1.75%.
- On April 1, 2022, the hourly rate increases by 1.75%.

ARTICLE 28 – DURATION OF THE COLLECTIVE AGREEMENT

28.01

This collective agreement takes effect on the date of signature.

28.02

At all times, parties may agree to replace, amend, repeal or add a provision of this collective agreement.

28.03

Appendices and letters of understanding are an integral part of this collective agreement.

28.04

This collective agreement is in effect for a three (3) year period.

IN WITNESS THEREOF, parties signed in Montréal, this ____ day of _____, 2019.

For the Employer

For the Union

Jocelyne Lahoud
Administrative Director

Yvon Barrière
Executive Vice-President, PSAC-Quebec

Alain Gratton
Researcher

Serge Charlebois
Préident SCRHD 17757

Sophie Alarie
Member of SCRHD 17757 bargaining team

Kenneth Dyson
Member of SCRHD 17757 bargaining team

ARTICLE 28 – DURÉE DE LA CONVENTION COLLECTIVE

28.01

La présente convention collective entre en vigueur le jour de sa signature

28.02

En tout temps, les parties peuvent convenir, par entente, du remplacement, de la modification, de l'abrogation ou de l'ajout d'une disposition de la présente convention collective

28.03

Les annexes et les lettres d'entente à la présente convention collective en font partie intégrante.

28.04

La durée de la présente convention collective est de trois (3) ans.

EN FOI DE QUOI, les parties ont signé à Montréal, ce 13 décembre 2019.

Pour l'employeur



Jocelyne Lahoud
Directrice administrative



Alain Gratton
Chercheur

Pour le syndicat



Yvon Barrière
Vice-président exécutif, Québec AFPC



Serge Charlebois
Président SCRHD 17757



Sophie Alarie
Membre de l'équipe de négociation SCRHD
17757



Kenneth Dyson
Membre de l'équipe de négociation SCRHD
17757



Jean-Michel Fortin
Conseiller syndical, Québec AFPC

PARTIE II - APPENDIX

PART III

LETTER OF UNDERSTANDING NO. 1

Psychiatric Leave

WHEREAS the Employer is offering Colleen Carter, Serge Charlebois, Marie-Claude D'Anjou, Catherine Durand, Manon Gagnon, Melissa Pannhasith and Chantha Seang five (5) days of « psychiatric leave »;

WHEREAS the Union requested that this leave be extended to all employees:

WHEREAS the Employer intends to standardize its practice regarding leave and abolish leave for all its unionized staff;

WHEREAS parties have negotiated working conditions in this first collective agreement;

Parties agree to the following :

à la date de la signature de la convention collective, les personnes salariées qui bénéficient des congés psychiatriques continueront d'en bénéficier conformément à la Politique de l'Employeur, en vigueur au moment de la négociation, et ce, jusqu'au 30 juin 2021. Après cette date, l'Employeur mettra fin aux congés psychiatriques et les personnes salariées ne bénéficieront plus de cet avantage.

