

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE DOUGLAS HOSPITAL RESEARCH CENTRE
(Hereinafter referred to as “the Employer”)**

AND

**DOUGLAS HOSPITAL RESEARCH CENTRE PROFESSIONALS GROUP
(Hereinafter referred to as “the Group”)**

From May 6, 2026, to May 5, 2029

INTERNAL TRANSLATION FOR ADMINISTRATIVE PURPOSES

TABLE OF CONTENTS

	Page
ARTICLE 1 - DEFINITIONS	3
ARTICLE 2 – SCOPE OF APPLICATION	5
ARTICLE 3 - UNION RECOGNITION , AND MANAGEMENT RIGHTS	6
ARTICLE 4 – GENERAL PROVISIONS	7
ARTICLE 5 – UNION REGIME	8
ARTICLE 6 - UNION LEAVE.....	11
ARTICLE 7 – PROFESSIONAL DEVELOPMENT AND EXPENSES	12
ARTICLE 8 – STAFF MOVEMENT	13
ARTICLE 9 - DISCIPLINARY MEASURES	17
ARTICLE 10 - GRIEVANCE RESOLUTION AND ARBITRATION PROCEDURE	18
ARTICLE 11 – WORK WEEK AND SCHEDULE.....	21
ARTICLE 12 – MINIMUM REPORTING PAY	22
ARTICLE 13 - OVERTIME	23
ARTICLE 14 - STATUTORY HOLIDAYS	24
ARTICLE 15 - UNPAID LEAVE.....	26
ARTICLE 16 - SOCIAL LEAVE	27
ARTICLE 17 - ANNUAL LEAVE (VACATION).....	28
ARTICLE 18 - PARENTAL LEAVE.....	30
ARTICLE 19 – PAID FLEXIBLE LEAVE CREDITS	32
ARTICLE 20 - HEALTH AND SAFETY	33
ARTICLE 21 - LABOUR RELATIONS COMMITTEE (LRC).....	35
ARTICLE 22 – PENSION PLAN.....	36
ARTICLE 23 - ESSENTIAL SERVICES	37
ARTICLE 24 – BONUS	38
ARTICLE 25 – ALLOWANCE FOR PERSONAL CELLPHONE EXPENSES.....	39
ARTICLE 26 – GROUP INSURANCE PLANS	40
ARTICLE 27 – COMPENSATION	41
ARTICLE 28 – TERM OF THE COLLECTIVE AGREEMENT.....	42

INTERNAL TRANSLATION FOR ADMINISTRATIVE PURPOSES

ARTICLE 1 - DEFINITIONS

For the purposes of this collective agreement, the words, terms, and expressions whose meaning is defined in this chapter shall have the meaning and application assigned to them respectively.

1.01 Group

Refers to the Douglas Hospital Research Centre Professionals Group, an association of employees within the meaning of the *Labour Code*.

1.02 Certification Certificate

Refers to certification certificate AC-3000-4271 issued by the Administrative Labour Tribunal on May 23, 2025, whereby the Group is accredited to represent "All employees within the meaning of the *Labour Code*, including those recruited by a researcher or a research-oriented organization and whose compensation comes from a research fund, excluding postdoctoral fellows, students enrolled in a university program, and employees working in temporary positions," as well as any subsequent amendments.

1.03 Employer

Refers to the Douglas Hospital Research Centre.

1.04 Grievance

Means any disagreement regarding the interpretation or application of the collective agreement.

1.05 Working day

Means the days of the week from Monday through Friday inclusively, excluding the statutory holidays set forth in article 14.01.

1.06 Full-time employee

Means any employee who usually works 35 hours or more per week.

1.07 Part-time employee

Means any employee who usually works fewer than 35 hours per week.

1.08 Parties

Means the Employer and the Group.

1.09 Seniority

Seniority is expressed in calendar years and days.

The employee may exercise their right to seniority once their probationary period is completed. Once the probationary period is completed, the employee's date of hire serves as the starting point for calculating seniority.

The seniority of a part-time employee is calculated in calendar days. To do so, the employee is entitled to 1.4 days of seniority for each regular workday specified in the job title.

If the part-time employee works a number of hours different from that of a regular workday as defined by the job title, they are entitled, for each day worked, to the result corresponding to their hours worked in proportion to the hours of a regular workday as defined by the job title, multiplied by 1.4.

Overtime hours are excluded from the calculation of seniority.

A part-time employee may not accumulate more than one (1) year of seniority per fiscal year (from April 1 to March 31).

1.10 Administrative unit

Refers to such a unit as defined within the Employer's organization, namely a budget number, and specifically refers to a project under the responsibility of a researcher.

ARTICLE 2 – SCOPE OF APPLICATION

2.01

The collective agreement applies to all employees covered by the certification (file AC-3000-4271), subject to the specific provisions granted to each employment status.

2.02

No specific agreement between an employee and the Employer regarding the terms and conditions of employment set forth in this collective agreement is valid unless it has received the written approval of the Group.

2.03

The Employer has the right to use subcontractors, provided that this does not result in layoffs, does not prevent the recall of laid-off employees who possess the qualifications required for the work in question, and does not result in a reduction in employees' regular working hours.

The Employer may, in particular, use subcontractors when an expertise not available within the bargaining unit is required to perform work, particularly in connection with the use of specialized equipment or in an emergency situation.

“Subcontracting” refers to a contractual arrangement whereby the Employer entrusts a third party with no employment relationship to perform, for the Employer's benefit, on its behalf, and for compensation, part or all of work normally performed by employees.

Services provided free of charge at the Douglas Hospital Research Centre do not constitute subcontracting.

ARTICLE 3 - UNION RECOGNITION, AND MANAGEMENT RIGHTS

3.01

For the negotiation and application of the collective agreement, the Employer recognizes the Group as the sole official representative and exclusive bargaining agent of the employees covered by the certification issued by the Ministry of Labour and any amendments thereto.

3.02

The Group recognizes the Employer's right to exercise its executive, administrative, and managerial functions in a manner consistent with the provisions of the collective agreement.

ARTICLE 4 – GENERAL PROVISIONS

Harassment, Violence, and Discrimination

4.01

The parties shall cooperate to foster a workplace characterized by civility and free from harassment, violence, or discrimination. To this end, the parties may discuss any issue related to harassment, including any measures to prevent harassment, at a time convenient for both (2) parties.

4.02

For the purposes of this collective agreement, “psychological harassment” means vexatious conduct manifested through repeated behaviours, words, acts, or gestures, whether hostile or unwanted, that undermine the dignity or psychological or physical integrity of the employee and create a hostile work environment for the employee. For greater clarity, psychological harassment includes such conduct when it manifests itself through words, acts, or gestures of a sexual nature.

For the purposes of this collective agreement, “harassment” also includes harassment based on race, colour, sex, gender identity or expression, pregnancy, sexual orientation, marital status, age (except to the extent provided by law), religion, political beliefs, language, ethnic or national origin, social status, disability, or the use of an assistive device to address that disability.

A single serious act may also constitute harassment if it causes such harm and produces a continuous adverse effect on the employee.

4.03

A grievance of psychological harassment (including words, acts, or gestures of a sexual nature) may be filed within two (2) years of the last occurrence of such conduct, in accordance with the provisions of sections 81.20 and 123.7 of the *Act respecting labour standards*.

Intellectual Property

4.04

The intellectual property policies in effect at McGill University and adopted by the Research Centre are an integral part of this collective agreement.

4.05

The Research Centre shall inform the Group of any updates to intellectual property policies.

Reorganization and Technological Changes

4.06

To the extent possible, the Employer shall notify the Group in writing, at least one (1) month in advance, of any major change in the administrative structure of the Research Centre and of any major technical or technological improvement, to the extent that these are likely to significantly affect the duties and/or working conditions of the persons concerned.

ARTICLE 5 – UNION REGIME

Union Membership

5.01

Any employee on the date the collective agreement takes effect must become a member of the Group and remain a member for the duration of this agreement, subject to the provisions of the *Labour Code*.

5.02

The Employer is not required to terminate an employee because the Group has refused or deferred admission as a member or has suspended or expelled the employee from its ranks.

5.03

The Employer agrees to provide every newly hired employee with the membership form provided by the Group and to indicate the website where the collective agreement is available.

Union dues

5.04

The Group shall provide the Employer with a copy of the resolutions adopted by the general meeting of members regarding regular and special union dues.

5.05

The Employer must deduct from each employee's wages, during each pay period, an amount equal to the regular dues determined by the Group.

5.06

These deductions shall be made no later than the thirtieth (30th) day following receipt of the notice from the Group, which must specify the amount, the contribution rate, and the effective date of the contributions.

5.07

The Employer shall remit the withheld amounts to the Group monthly, along with a statement indicating the amount withheld from each employee and the employee's name, in a suitable format.

5.08

In the event of an error in the amount to be deducted or a failure to deduct due to administrative or technical errors, the Employer agrees, upon written notice from the Group to that effect, to deduct the amount to be corrected within thirty (30) business days of receiving the notice.

5.09

The Employer shall agree with the employee on the method of deducting any amounts not remitted or over-remitted from subsequent paycheques, if applicable.

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

5.10

Overpaid amounts will be deducted from union dues paid to the Group.

5.11

All administrative correspondence regarding these deductions must be conducted between the parties.

Rights and Obligations of the Parties

5.12

The Employer possesses and retains all rights and privileges enabling it to effectively administer and manage its operations in accordance with its obligations, all in accordance with the provisions of this collective agreement.

5.13

With respect to the protection of personal information, the Employer is governed by the provisions of the *Act respecting the protection of personal information in the private sector*. In accordance with the provisions of this act, the Employer shall provide the Group with the personal information concerning employees that is necessary for the application of the collective agreement. The Group must implement security measures appropriate to ensure the protection of such personal information with respect to its collection, use, disclosure, retention, or destruction, and which are reasonable given, in particular, the sensitivity of the information, the purpose of its use, the volume of the information, its distribution, and the medium on which it is stored.

5.14

The Employer shall provide the Group, on a monthly basis, with a list of the names of new employees covered by the certification, as well as a list of employees covered by the certification who have left their employment.

5.15

The Employer shall provide the Group, on a monthly basis, with an up-to-date alphabetical list of all employees covered by the certification.

5.16

These lists must contain the following information:

- (a) first and last name;
- (b) hourly rate;
- (c) title and position;
- (d) category and grade, if applicable;
- (e) status;
- (f) date of hire;
- (g) department or administrative unit, if applicable;
- (h) home address;
- (i) phone number;
- (j) work and personal email addresses, if applicable;

5.17

INTERNAL TRANSLATION FOR ADMINISTRATIVE PURPOSES

The Group shall notify the Employer in writing of the names of its duly authorized representatives and their union positions.

5.18

The parties shall exchange the list of persons who will represent them on the committees provided for in the collective agreement within thirty (30) days of the signing of this collective agreement and upon any change in representation.

5.19

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

5.20

Any posted document must be clearly identified as originating from the Group.

5.21

After making an appointment with the Human Resources Department, any employee may consult their file in the presence of a representative from the Human Resources Department during regular working hours, without loss of regular pay. Such an appointment shall be scheduled within a reasonable time. The employee may be accompanied by their union representative. The employee may obtain, upon written request, a copy of any document in their file.

Space and Union Affairs

5.22

Subject to applicable regulations, and after obtaining the Employer's authorization, the Group may use available meeting space free of charge to hold a meeting.

5.23

The Group may, upon agreement with the Employer, use services provided by the Employer, such as reprographic and audiovisual services, in accordance with the usage policies in effect for members of the community. Any costs incurred will be charged directly to the Group.

5.24

The Employer shall, to the extent possible, provide the Group with a space for its activities. In the event that the space cannot be used exclusively for union purposes, the Employer shall provide the Group with a lockable cabinet.

ARTICLE 6 - UNION LEAVE

6.01

Union leave shall not have the effect of hindering the conduct of research activities, particularly by unduly concentrating such leave in the same laboratory or research team.

6.02

Only employees duly authorized by the Group pursuant to article 5.17 are entitled to request time off for the purposes of this section.

6.03

Unless under exceptional circumstances, any request for leave for union activities must be submitted to the Employer at least ten (10) working days prior to the start date of the absence, unless otherwise provided.

6.04

The Employer may not refuse such a request for leave, unless it impairs the proper functioning of research activities.

6.05

The Employer agrees to grant the Group a maximum allocation of nine (9) days (63 hours) per fiscal year for leave without loss of pay, at the Employer's expense. This includes scheduled meetings between the parties.

Union leave days not used during a fiscal year are neither payable nor transferable to a subsequent fiscal year.

6.06

In cases where this collective agreement allows for union leave at the Group's expense, the Employer shall continue to pay the employee's wages, and the Group shall reimburse the Employer within thirty (30) business days of invoicing.

6.07

Unless otherwise agreed with the Employer, the duration of a single employee's leave may not exceed three (3) consecutive working days.

6.08

Once a year, upon notice given to the Employer at least two (2) weeks in advance, the Employer shall authorize employees to be absent from work for a period not exceeding one (1) hour, without loss of pay, to attend a general meeting of the Group. Continuity of services must be ensured where necessary.

6.09

In the context of negotiating the renewal of the collective agreement, the Employer grants a total allowance of twelve (12) days of union leave to a maximum of three (3) employees designated by the Group.

These union leaves are intended to be used during the nine (9) months preceding the expiration of the collective agreement and during the negotiation of the next collective agreement.

For any union leave paid for by the Group in connection with the negotiation of the collective agreement renewal, the Employer shall continue to pay the employee's wages, and the Group shall reimburse the Employer within thirty (30) business days of invoicing.

INTERNAL TRANSLATION FOR ADMINISTRATIVE PURPOSES

ARTICLE 7 – PROFESSIONAL DEVELOPMENT AND EXPENSES

7.01

Professional development activities are those directly related to the employee's job duties and that enable the acquisition or improvement of skills and knowledge to better perform their job duties. Conferences, conventions, and training placements are notably considered professional development activities.

7.02

All requests for professional development must be submitted to the employee's immediate supervisor. Unless there are special circumstances, this request must be submitted at least ten (10) business days before the registration deadline for the professional development activity in question.

7.03

Upon agreement with the immediate supervisor, the employee may be granted professional development leave if there is a scheduling conflict between a duly authorized professional development activity and the employee's regular job duties.

Professional development leave without pay, or with partial or full pay, may be granted depending on the nature and duration of the professional development activity, following specific agreement with the immediate supervisor. The terms of such leave are established when the leave is granted.

7.04

Expenses attributable to the professional development activity, such as tuition, application fees, and equivalency fees, are covered by the researcher from their research funds, provided that such expenses are permitted by the funding agency.

7.05

The policies on travel and accommodation expenses and on training in effect at the Research Centre fall within the Employer's management rights.

ARTICLE 8 – STAFF MOVEMENT

Hiring Conditions

8.01

Upon initial appointment, employees are hired for a fixed term of up to 12 months, unless the project in question is intended from the outset to be of shorter or longer duration, subject to the probationary period. These employment terms are renewable.

Given the nature of the Employer's operations, the creation and retention of positions depend on project funding from granting agencies.

8.02

The parties may agree to different terms on a case-by-case basis.

Job Postings

8.03

Posting is required for full-time positions with an expected duration of 12 consecutive months or more.

For all other positions, job postings are optional.

8.04

The Employer is not required to post a job opening if it extends the employee's contract.

8.05

The job posting is displayed on the Employer's website for a minimum period of ten (10) business days.

8.06

The posted job offer must include:

- the job title;
- a description of the duties;
- the required qualifications;
- the requirements;
- required skills;
- the closing date of the posting period;
- the application submission procedures.

For reference, the posted job opening also includes the following information:

- the work location;
- the name of the immediate supervisor;
- the work schedule;
- salary information;
- the job category;
- the expected duration of the contract.

Selection and Hiring

8.07

The Employer provides the selected candidate with a letter of employment that includes, among other things, the following:

- job title;
- the number of hours per week;
- the salary (category and step);
- the start date;
- the expected duration of employment, when known.

Probationary Period

8.08

The maximum probationary period for a new employee is eight hundred forty (840) hours actually worked.

8.09

If the Employer terminates an employee's employment during the probationary period, the employee may not use the grievance procedure to challenge such termination.

Notwithstanding the first paragraph, the Employer may not act in an excessive, unreasonable, or bad-faith manner.

8.10

If there is a justified absence of more than five (5) consecutive working days during the probationary period, the probationary period is extended by the equivalent of the period of absence. However, article 8.16 applies.

Layoff

8.11

When the Employer must lay off employees, it first determines the operational needs of the administrative unit to which the affected employee belongs. The selection of employees to be laid off is based on these needs, but takes into account, in particular, the following factors:

- (a) The employees' relevant knowledge, qualifications, or skills;
- (b) the employees' seniority;
- (c) where applicable, performance evaluations.

Availability List

8.12

An employee with full-time or part-time status who has completed twelve (12) or more months of continuous service and has been laid off may choose to register on the availability list for a period of twelve (12) months beginning on the date of layoff.

To do so, the employee must notify the Employer by email. The employee is responsible for keeping the information on the availability list up to date.

8.13

During the availability period, the employee retains their employment relationship, does not accrue seniority, and is not entitled to any of the benefits provided for in this collective agreement,

INTERNAL TRANSLATION FOR ADMINISTRATIVE PURPOSES

unless they wish to assume the full costs associated with the pension plan and group insurance and such plans permit it.

Termination of Employment

8.14

When the Employer must terminate employment, it must provide written notice to the employee who has completed a minimum of three (3) months of continuous service. The notice period is a period actually worked, unless the Employer decides otherwise.

8.15

When the Employer terminates an employee's employment, the employee receives written notice in accordance with the following timeframes:

<u>Length of continuous service</u>	<u>Notice Period</u>
3 months to one year	1 week
1 to 5 years	2 weeks
5 to 10 years	4 weeks
10 years or more	8 weeks

An employer who fails to give notice of termination of employment or who gives insufficient notice must pay the employee compensation equal to the employee's regular wages, excluding overtime, for a period equal to the duration or the remaining duration of the notice to which the employee was entitled.

8.16

The Employer may terminate a fixed-term contract before the end date specified in the contract for the following reasons:

- (a) the temporary or permanent departure of a grant-holding researcher;
- (b) in the event of a researcher's scientific reorientation;
- (c) loss or reduction of funding;
- (d) the termination of the employment contract results from force majeure;
- (e) in the event of an administrative reorganization.

In such cases, the notice periods set forth above apply.

8.17

No notice period applies to an employee:

- 1. whose fixed-term contract expires;
- 2. who is dismissed for just and sufficient cause;
- 3. whose employment contract ends or who is laid off due to force majeure.

8.18

An employee loses their job and seniority when they are:

- (a) on a continuous absence due to a work-related injury for two years or a final decision has been rendered to the effect that they are permanently unable to perform work for the Employer, whichever occurs first;

- (b) on an absence exceeding 104 weeks due to illness or an accident other than a work-related injury;
- (c) laid off for more than 12 months;
- (d) incapacitated when her fixed-term contract expires.

ARTICLE 9 - DISCIPLINARY MEASURES

9.01

A written reprimand, suspension, and dismissal are disciplinary measures that may be applied to the employee depending on the severity or frequency of the disciplinary offence committed.

9.02

An employee summoned by the Employer for disciplinary reasons has the right to be accompanied by a representative of the Group, and this option must be offered to the employee prior to the meeting.

The Employer's representative must agree to meet with the union representative accompanying the employee.

9.03

When the Employer decides to impose a disciplinary measure on an employee, the Employer shall notify the employee in writing of the measure selected and the reasons within thirty (30) working days following the event or upon becoming aware of all the facts related to the event.

9.04

No disciplinary offence may be brought against an employee within the twelve (12) months of actual work following the issuance of the disciplinary notice, provided that no disciplinary offence of the same nature has occurred during that period.

9.05

An employee who is subject to a disciplinary measure may submit their case to the grievance resolution procedure.

ARTICLE 10 - GRIEVANCE RESOLUTION AND ARBITRATION PROCEDURE

Principles

10.01

The provisions of this section establish operational parameters based on good faith and transparency to resolve disagreements regarding the interpretation or application of the collective agreement. They also aim to define the scope of the dispute, encourage each party to present its position, and thereby expedite the dispute resolution process.

10.02

In a spirit of mutual openness and dialogue, it is desirable that, prior to its submission, a grievance be discussed among the parties concerned, in the presence of a representative from each party if necessary.

10.03

The parties' intention is to make every effort to resolve grievances diligently to the extent possible.

10.04

With the necessary adaptations, the provisions of this section apply to grievances filed by the Employer.

10.05

The time limits set forth in this section are mandatory. However, they may be extended with the written consent of the parties.

Filing and Processing of the Grievance

10.06

Within thirty (30) working days of the employee becoming aware of the event giving rise to the grievance, but no later than six (6) months after the occurrence of the event giving rise to the grievance, any employee may submit a written grievance to the Employer. These time limits are mandatory.

10.07

After submitting the grievance to the Employer, but before it is submitted to arbitration, the grievance must be discussed within the framework of the Labour Relations Committee ("LRC").

To encourage open discussion and the search for a fair solution, the parties agree that the deliberations held during these meetings, as well as the LRC minutes, may not be used as evidence in arbitration.

10.08

Within thirty (30) business days following the meeting referred to in article 10.07, the Employer shall provide the Group with its response in writing.

10.09

Within thirty (30) working days following the Employer's response or, in the absence of such a response, within thirty (30) working days following the expiration of the time limit granted to the Employer to respond under article 10.08, the Group may refer the grievance to arbitration. To do so, it must send the Employer written notice informing the Employer of its intention to submit the grievance to arbitration.

After these deadlines have passed, grievances that have not been referred to arbitration are considered abandoned.

Arbitration of the Grievance

10.10

The parties agree to cooperate and ensure that the grievance hearing is held as soon as possible.

10.11

For the purposes of any grievance arbitration arising from this collective agreement, the following arbitrators are selected by the parties:

- Faucher, Nathalie
- Houde, Rosaire
- Lavoie, André G.
- Massicotte, Nathalie
- Levesque, Éric
- Saint-André, Yves

The parties shall refer grievances to one of these arbitrators on a rotating basis. If an arbitrator is not available to set a first hearing date within 12 months of the filing of the grievance (section 100.3.2 of the *Labour Code*), the case shall be referred to the next arbitrator on the list.

The parties may agree to consolidate for a joint hearing before a single arbitrator several grievances in which the issues in dispute are essentially the same or whose matters could be appropriately combined, whether or not they involve the same employees.

10.12

An employee called upon to testify or to represent the Group in an arbitration or before a court of general jurisdiction in the context of an application for judicial review of an arbitration award is authorized to be absent from work, without loss of pay, for the time required for such testimony. The Employer shall authorize the absence of a maximum of two (2) persons at the same time, including the complainant, for the purposes of this clause.

Unless there are special circumstances, written notice must be provided to the Employer at least ten (10) working days prior to the date on which the employee is to be absent for the purposes set forth in the preceding paragraph as part of the union's presentation of evidence.

10.13

To promote the efficiency of the arbitration process in a grievance challenging the dismissal of an employee or an administrative measure that permanently affects their employment relationship, the parties shall, to the extent possible, hold a preparatory conference by phone at least thirty (30) days prior to the arbitration hearing date and discuss the following:

- admissions;
- preliminary objections;
- how the parties plan to proceed with the presentation of their evidence;
- the anticipated duration of the presentation of their evidence;
- the list of documents the parties intend to file;
- the number of witnesses the parties intend to call;
- the nature of the expert opinions and the experts to be called to testify, if any;
- the methods for proceeding with arbitration in a diligent manner, including the scheduled hearing dates.

Following such a preparatory conference, the parties are encouraged to notify the other party in advance of any substantial changes to any of these elements.

10.14

The arbitrator may not add, delete, or modify anything in the collective agreement. The arbitrator may render any other decision, including an interim order, necessary to safeguard the parties' rights.

10.15

In the case of arbitration regarding disciplinary measures, the arbitrator may confirm, modify, or set aside the Employer's decision and, where appropriate, substitute a decision that the arbitrator deems fair and reasonable, including determining, if applicable, the amount of compensation or damages to which an employee may be entitled, taking into account all the circumstances of the case.

10.16

In all cases, the arbitrator may not grant retroactivity for more than six (6) months from the date the grievance was filed.

10.17

The arbitrator must render a decision within 90 days following either the end of the last arbitration hearing or the start of deliberations when there is no arbitration hearing, unless the parties agree in writing, before the expiration of the deadline, to grant an extension of a specific number of days.

The award shall not be invalidated by failure to comply with this time limit. This award is enforceable and binding on the parties.

Arbitration Costs

10.18

In the event of arbitration, the costs shall be shared equally between the parties.

10.19

Fees and costs related to a postponement of a hearing or a withdrawal of a grievance shall be borne by the party requesting such a postponement or initiating such a withdrawal.

Mediation

10.20

The parties may agree to mediate a grievance.

The mediator attempts to bring the parties to a settlement. If a settlement is reached, the mediator records it, puts it in writing, and provides it to the parties. This settlement is binding on the parties.

The mediator's fees and expenses are shared equally by the parties.

ARTICLE 11– WORK WEEK AND SCHEDULE

Work week

11.01

The length of a work week for a full-time employee is thirty-five (35) hours.

11.02

The length of a work week for a part-time employee is less than thirty-five (35) hours.

11.03

The work week runs from Sunday through Saturday. The hours of the work week are spread over five (5) consecutive days.

The regular workweek is from Monday through Friday.

11.04

Subject to the Employer's operational needs, the distribution of hours in a work week may vary.

Work Schedule

11.05

Work schedules are determined based on the nature and operational needs of the Employer. The schedule may be modified due to requirements related to the research project and/or the laboratory or to ensure continuity of services.

11.06

The employee is entitled to a sixty (60)-minute unpaid meal break per workday. The employee is not required to take their meal at the facility. This period must be paid if the employee is not permitted to leave their workstation.

Summer Schedules

11.07

The following provisions apply to all full-time and part-time employees in the bargaining unit.

11.08

- (a) A full-time employee who has completed their probationary period is eligible for the summer schedule. Their regular workweek is reduced by three (3) hours without any loss of pay or salary between Saint-Jean-Baptiste Day and Labour Day each year. The employee and their immediate supervisor shall agree on the terms and conditions for implementing this reduction.
- (b) When the work of an administrative unit requires the employee's presence during the reduced hours, these hours must be carried over to a later period to be agreed upon between the immediate supervisor and the employee.
- (c) Part-time employees are eligible for the summer schedule on a pro rata basis.
- (d) In the event that an employee is absent due to sick leave (short-term or long-term), unpaid leave, parental leave, maternity or paternity leave, annual leave, or during the summer schedule period, no compensatory time off will be granted for the reduced workdays that occurred during said absence.

ARTICLE 12 – MINIMUM REPORTING TO WORK INDEMNITY

12.01

An employee who reports to the workplace at the Employer's express request or in the normal course of their employment, and who works fewer than four (4) consecutive hours, is entitled, except in cases of force majeure, to compensation equal to four (4) hours of their regular hourly wage, unless the application of overtime provisions entitles them to a higher amount.

12.02

Article 12.01 does not apply where the nature of the work or the conditions under which it is performed require the employee to be present on multiple occasions on the same day for less than four (4) hours on each occasion, and where the conditions of performance are such that the work is usually completed entirely within a four (4)-hour period.

ARTICLE 13 - OVERTIME

Definition

13.01

Any work performed in excess of eighty (80) hours per two (2) consecutive-week period, previously approved by the Employer, is considered overtime.

13.02

Any work totalling between seventy (70) and eighty (80) hours per two (2) consecutive weeks, with prior approval from the Employer, shall be compensated by paid time off equal to the hours worked beyond seventy (70) hours or by compensation equal to the employee's regular hourly wage at the straight-time rate. The choice between paid time off or pay at the regular rate is made by the employee.

13.03

An employee who works overtime shall be compensated for the number of hours worked, either:

- (a) paid time off equal to the number of overtime hours worked, plus fifty percent (50%). This time off must be taken during the current fiscal year, on a date agreed upon by the employee and the Employer;
- (b) by compensation at one and a half (1.5) times their regular pay.

The choice between paid leave or additional pay is made by the employee.

13.04

The total bank of leave accumulated under articles 13.02 and 13.03 may not exceed thirty-five (35) hours, including hours at the increased rate. Such leave must be taken during the current fiscal year, on a date agreed upon between the employee and the Employer.

ARTICLE 14 - STATUTORY HOLIDAYS

Number and List of Statutory Holidays

14.01

The Employer recognizes and observes thirteen (13) statutory holidays per year, including those established by any law or regulation adopted pursuant to a law.

The employee is entitled to the following statutory holidays:

1. January 1 (New Year's Day);
2. January 2 (the day after New Year's Day);
3. the second Friday in February¹ ;
4. Good Friday;
5. Easter Monday;
6. the Monday that precedes May 25 (National Patriots' Day);
7. June 24 (National Holiday);
8. July 1 (Canada Day);
9. The first Monday in September (Labour Day);
10. The second Monday in October (Thanksgiving);
11. Remembrance Day;
12. December 25 (Christmas Day);
13. December 26 (the day after Christmas Day).

Conditions to qualify for a statutory holiday

14.02

To be eligible for paid statutory holidays, an employee must perform their regular duties on the working day preceding or following the statutory holiday, unless their absence is scheduled in the work schedule, has been previously authorized by the Employer, or is justified by a valid reason.

Rescheduling of a statutory holiday

14.03

When an employee is required to work on one (1) of these statutory holidays, the Employer shall grant the employee one (1) compensatory day off within the three (3) weeks preceding or following the statutory holiday, except in the case of the National Holiday.

14.04

If one of the statutory holidays listed in article 14.01 falls on a weekly day of rest, a Saturday or a Sunday, or during the employee's vacation, the employee does not lose that statutory holiday. In all other cases, the employee loses that statutory holiday.

¹ Or the holiday observed by the CIUSSS-de-l'Ouest-de-l'Île-de-Montréal.

Wages**14.05**

On statutory holidays, a full-time employee receives compensation equivalent to what they would receive if they were at work.

14.06

For each statutory holiday that is not worked, the Employer must pay part-time employee compensation equal to 1/20 of the wages earned during the four full pay weeks preceding the week of the holiday, excluding overtime.

ARTICLE 15 - UNPAID LEAVE

15.01

The Employer may, at its discretion, grant a regular employee with at least five (5) years of continuous service unpaid leave for a period not exceeding twelve (12) months. The employee must submit a written request at least two (2) months in advance.

15.02

An employee on unpaid leave is not entitled to the benefits provided for in this collective agreement. The employee continues to be covered by the pension and insurance plans if such plans permit, provided that the employee assumes all associated costs.

15.03

If the unpaid leave exceeds thirty (30) days, the employee must notify the Employer in writing of their intention to return to work at least thirty (30) days before the scheduled date of their return to work. In the absence of such notice, they are deemed to have resigned.

15.04

Upon returning to work, the Employer shall reinstate the employee to their position, unless the position has been eliminated.

15.05

If the employee does not return to work at the end of said leave, unless prevented by force majeure, the employee is deemed to have resigned.

ARTICLE 16 - SOCIAL LEAVE

Bereavement or Funeral Leave

16.01

The employee may be absent from work for

- (a) seven (7) calendar days, five (5) of which are paid, in the event of the death or funeral of their spouse, child, their spouse's child, father, mother, or brother or sister;
- (b) three (3) calendar days, two (2) of which are paid, in the event of the death or funeral of a son-in-law, daughter-in-law, a grandparent, or a grandchild, as well as the father, mother, brother, or sister of the employee's spouse.

16.02

The employee is entitled to one (1) additional day of leave, without pay, if the funeral takes place more than two hundred (200) kilometres from their residence.

16.03

The employee may use one (1) of the days of leave provided for in article 16.01 on a non-consecutive basis in connection with the burial and/or cremation.

16.04

The employee may, upon agreement with the Employer, add to the leave provided for in article 16.01 accumulated vacation days and/or unpaid leave not exceeding ten (10) working days.

16.05

If a person listed in article 16.01 dies during the employee's vacation, the employee may interrupt their vacation, provided they notify their research supervisor or immediate supervisor without delay. The vacation days thus interrupted shall be carried over to the end of the employee's vacation.

16.06

In any case, the employee must notify the Employer of their absence as soon as possible and, upon the Employer's request, provide proof or a statement confirming the facts.

Wedding Leave

16.07

Upon request made at least four (4) weeks in advance, the employee may be absent from work for:

- (a) one (1) day, with pay if it is a scheduled working day, on the day of their wedding or civil union;
- (b) one (1) day, without pay, on the day of the wedding or civil union of one of their children, their father, their mother, a brother, a sister, or a child of their spouse.

16.08

Upon request made at least four (4) weeks in advance, the employee may, upon agreement with the Employer, add to the leave provided for in article 16.07 accumulated vacation days not exceeding ten (10) working days.

ARTICLE 17 - ANNUAL LEAVE (VACATION)

17.01

An employee with less than one (1) year of continuous service as of April 30 is entitled to one day and two thirds ($1\frac{2}{3}$) of paid leave for each month of service. Such an employee is also entitled, upon request, to additional unpaid annual leave equal to the number of days required to bring their annual leave to two (2) weeks.

An employee with one (1) year or more of continuous service as of April 30 is entitled to four (4) weeks of annual leave.

An employee with ten (10) or more years of continuous service as of April 30 is entitled to five (5) weeks of annual leave.

17.02

During annual leave, the employee receives compensation equivalent to what they would receive if they were at work.

However, an employee with less than one (1) year of service at the end of a reference year is entitled to annual leave pay calculated based on the previous year's earnings at a rate of eight percent (8%).

17.03

A part-time employee with less than one (1) year of continuous service as of April 30 is entitled to one and two thirds ($1\frac{2}{3}$) days of paid leave for each month of service.

17.04

An employee entitled to fewer than ten (10) days of paid leave may extend their annual leave up to a maximum of two (2) weeks (ten (10) calendar days) at their own expense.

17.05

Except for employees with less than one year of service at the end of a reference year, annual leave pay is calculated based on the previous year's earnings at a rate of eight percent (8%) or ten percent (10%).

Reference Period

17.06

For calculation purposes, an employee hired between the first (1st) and the fifteenth (15th) day of the month, inclusive, is considered to have one (1) full month of service.

17.07

The period of service entitling an employee to paid annual leave runs from May 1 of one year to April 30 of the following year.

Division

17.08

Vacation may not be divided into weeks unless otherwise agreed with the Employer; no more than two (2) weeks may be divided, which may be divided into days.

Vacation Period

17.09

The Employer determines annual leave, taking into account the preferences expressed by employees and the operational needs of the Research Centre. The employee must submit their vacation request to the Employer at least six (6) weeks in advance. The Employer must confirm the employee's vacation request at least four (4) weeks in advance.

17.10

Annual leave must be taken during the reference year.

17.11

An employee unable to take annual leave during the established period due to hospitalization or immobilization resulting from an illness that occurred before the start of the vacation period may request to postpone annual leave to a later date if the leave has not yet begun. In all cases where the vacation period is postponed, the Employer shall determine the new vacation date upon the employee's return, taking into account the employee's expressed preference.

An employee hospitalized for more than twenty-four (24) hours due to an illness or accident occurring during their vacation period may interrupt their vacation, upon agreement with their research supervisor. The vacation days thus interrupted are carried over to the end of the employee's vacation period.

17.12

When an employee leaves the Employer's service, they are entitled to the annual leave days accumulated up to the date of their departure.

ARTICLE 18 - PARENTAL LEAVE

General Provisions

18.01

Unless expressly provided otherwise, this section shall not have the effect of conferring upon an employee any benefit, monetary or non-monetary, that the employee would not have received had the employee remained at work.

18.02

The indemnities and benefits granted under this section apply whether the parents are of the opposite sex or the same sex.

Maternity, Paternity, and Parental Leave

18.03

The parties agree to refer to the provisions of the *Act respecting labour standards* regarding leave for birth, adoption, maternity, paternity, and parental leave.

Benefits During Maternity, Paternity, and/or Parental Leave

18.04

During maternity, paternity, and/or parental leave, the employee is entitled to the following benefits, provided they are normally eligible:

- life insurance, by paying their share of the premiums;
- health insurance, by paying their share of the premiums;
- pension plan, in accordance with the applicable provisions of the RREGOP;
- accumulation of vacation time (except during parental leave);

18.05

Upon agreement with the Employer, the employee may carry over their annual vacation period immediately following their maternity leave if, no later than four (4) weeks before the expiration of such leave, they notify the Employer in writing.

18.06

An employee who has at least one (1) year of seniority and is entitled to benefits under the Quebec Parental Insurance Plan during her maternity or paternity leave is entitled to additional benefits equal to the difference between 93% of her gross weekly base salary and the gross amount she receives from that plan during the period for which she is eligible.

The employee must submit the request at least three weeks before beginning to receive benefits under that plan and must, in fact, be receiving such benefits.

18.07

The Employer will not reimburse the employee for any amounts that may be required of the employee under any law, where the employee's income exceeds the maximums authorized under such legislation.

18.08

Supplementary benefits are paid on the condition that the employee remains employed by the Employer for at least one (1) year from the date of their return to work; otherwise, they must reimburse the benefits received on a pro rata basis for the period in question.

INTERNAL TRANSLATION FOR ADMINISTRATIVE PURPOSES

18.09

Unless otherwise specified, an employee on maternity, paternity, and/or parental leave retains their rights and privileges. However, all bonuses or allowances cease to be paid during maternity, paternity, and/or parental leave, except for contributions to the pension plan or group insurance plan (if applicable), which will be accumulated and paid upon return to work, or upon definitive termination of employment if the employee does not return to work.

18.10

An employee who wishes to maintain participation in their pension plan or group insurance plan may do so provided they notify of their intention in writing before the start of the leave and reimburse the contributions they would have been required to make had the leave not been taken.

Presumption of Resignation**18.11**

An employee who fails to report to work on the return date specified in the notice given to the Employer is presumed to have resigned.

18.12

If the employee's regular position no longer exists upon their return, the Employer must grant them all the rights and privileges they would have enjoyed at the time the position was eliminated had they been at work then.

ARTICLE 19 – PAID FLEXIBLE LEAVE CREDITS

19.01

As of December 1 of each year, a full-time employee with at least one (1) year of seniority is credited with twelve (12) days of paid flexible leave. This leave may be used for any personal reason, including for absences and leave provided for in Sections V.0.1 through V.1.2 of Chapter IV of the *Act respecting labour standards*. However, an employee must take paid leave under the *Act respecting labour standards* from this bank. In addition to the situations covered by these sections of the *Act respecting labour standards*, an employee may not take more than two (2) consecutive days of flexible leave in a single week (except for the period between Christmas Day and New Year's Day or upon agreement with their immediate supervisor) nor take flexible leave in conjunction with a reduction in hours under article 11.08.²

The employee must notify the Employer of their absence as soon as possible, and at least twenty-four (24) hours in advance if the absence is foreseeable.

A flexible day off may be divided into half-days if the immediate supervisor consents.

19.02

Part-time employees shall instead receive compensation equivalent to a percentage of their pay, on a pro rata basis.

19.03

Flexible days off cannot be carried over from one year to the next and are not payable in cash if not used.

19.04

Employees not covered by this section are entitled to the leave provided for in the *Act respecting labour standards* as it applies to them.

² Notwithstanding the foregoing, for the first year of application of this collective agreement, the Employer shall retroactively credit, as of December 1, 2025, the bank of twelve (12) days of paid flexible leave provided for in this clause. This bank of flexible days off will be adjusted to account for days off already taken by the employee between December 1, 2025, and the date of signing of the collective agreement. The retroactive adjustment will be made no later than July 1, 2026.

ARTICLE 20 - HEALTH AND SAFETY

20.01

The Employer shall take the necessary measures to protect the health and ensure the safety and physical well-being of employees.

The Employer undertakes to maintain health and safety conditions in compliance with applicable laws and regulations.

20.02

The parties agree to maintain the health and safety committee established at the Employer's workplace.

20.03

This committee is composed as follows:

Employee representatives:

- one (1) representative of the Group;
- one (1) biosafety officer;
- the coordinator of the neuroscience laboratories;
- the brain bank coordinator.
- one (1) representative of non-unionized employees, designated through a vote held in accordance with applicable regulations.

Employer representatives:

- The Employer shall appoint its representatives to the committee in a number equal to that of the employee representatives, with a minimum of one (1) representative, in accordance with applicable legislation.

20.04

The committee's functions include collaborating on the prevention program, participating in the identification and analysis of risks, reviewing the recommendations of the health and safety representative, consulting with occupational health professionals as needed, and analyzing relevant data and information, as provided for by applicable laws and regulations, to ensure the application of occupational health and safety standards and best practices.

20.05

This committee meets four (4) times during the fiscal year. This committee may meet more than four (4) times during the fiscal year at the request of either party.

20.05.1

This committee shall designate, from among the employee representatives serving on it, a health and safety representative.

20.05.2

The duties of this health and safety representative include, in particular, collaborating on the development, implementation, and monitoring of the prevention program, to make written recommendations to the Employer regarding occupational health and safety, to identify, analyze, and report risks and hazards present in the workplace, including psychosocial risks, to conduct workplace inspections, to receive reports of accidents, incidents, or hazardous situations, to participate in accident or incident investigations and to report the findings to the health and safety committee, to accompany CNESST inspectors during their visits, and to assist employees in exercising their occupational health and safety rights.

20.05.3

This health and safety representative is authorized to be absent from work, without loss of pay or benefits, for the time necessary to conduct workplace inspections, accompany a CNESST inspector during visits, and intervene when an employee exercises the right to refuse work.

The time required to perform their other duties is set at 3.5 hours per month.

20.06

The Employer shall inform employees of the safety standards and regulations in effect in the sector where they work.

20.07

The Employer shall provide employees with an adequate first-aid kit in a location that is easily accessible at all times.

ARTICLE 21 - LABOUR RELATIONS COMMITTEE (LRC)

21.01

The parties agree to establish a labour relations committee.

21.02

This committee shall consist of two (2) representatives of the Group and two (2) representatives of the Employer.

21.03

The committee's functions include, in particular:

- discussing any issues regarding the interpretation and application of the collective agreement;
- discussing and attempting to resolve any grievance filed.

21.04

This committee may meet up to four (4) times during the fiscal year at the request of either party. This committee may meet more than four (4) times during the fiscal year at the request of either party.

The party wishing to hold a committee meeting shall give the other party at least ten (10) days' written notice.

This notice must include the agenda listing the topics to be discussed.

ARTICLE 22– PENSION PLAN

22.01

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

Phased Retirement Program

22.02

Upon agreement with the Employer, an employee may take partial unpaid leave until the effective date of retirement, provided that the employee submits a written request at least 90 days in advance.

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

The employee must first ensure, with Retraite Québec, that they will likely be entitled to a pension on the date scheduled for the end of the agreement.

The employee then becomes a part-time employee.

ARTICLE 23- ESSENTIAL SERVICES

23.01

In the event of a strike or lockout, the parties agree that a sufficient number of employees must be maintained to avoid:

1. compromising the viability of ongoing research projects;
2. endangering or affecting the health or safety of persons;
3. endangering or causing damage to animals and living organisms, property, or perishable materials;
4. compromising the Research Centre's commitments to an organization or business, thereby giving rise to claims for damages.

ARTICLE 24 – BONUS

Standby

24.01

Upon written directive from the Employer, an employee on standby for seven (7) consecutive calendar days outside of their regular working hours shall receive a bonus of eighty (\$80) dollars per week of standby duty.

24.02

An employee who is required to report to work while on standby shall, where applicable, be compensated for such work in addition to their standby pay, as provided for in article 12.

ARTICLE 25– ALLOWANCE FOR PERSONAL CELL PHONE EXPENSES

25.01

When a full-time employee, at the Employer's request, is required to have a cell phone to perform their work-related duties and responsibilities, the Employer shall reimburse them the sum of forty dollars (\$40) monthly.

25.02

The employee ceases to receive this reimbursement when they are absent from work for more than twenty (20) consecutive calendar days.

ARTICLE 26 – GROUP INSURANCE PLANS

26.01

The Employer shall maintain a health care and long-term disability plan for the duration of the collective agreement. The cost of premiums shall be shared as follows:

	Employees	Employer
Health Care plans	50%	50%
Long-term disability	50%	50%
Supplemental health care plan	50%	50%

Before making any significant changes to any of these plans, the Employer must first reach an agreement with the Group regarding the changes it wishes to make to any of these plans, prior to submitting them to the insurer.

ARTICLE 27– COMPENSATION

27.01

During the term of the collective agreement, wages will be increased in accordance with the following annual increases:

- 3.00% effective April 1, 2026;
- 2.75% effective April 1, 2027;
- 2.75% effective April 1, 2028.

As for employees who were employed at the time the collective agreement was signed and who did not receive a raise between April 1, 2023, and March 31, 2025, they would receive a special 3% adjustment retroactive to April 1, 2026.

Wage scale for the duration of the collective agreement

LEVEL	JOB CATEGORY	MIN	MAX
1	General Assistance and Administrative Support	\$19.60	\$29.40
2	Office technical support	\$21.50	\$33.63
3	Research technical support	\$23.57	\$38.45
4	Specialized research technical support	\$25.81	\$43.95
5	Research professional	\$28.26	\$50.23
6	Specialized Research Professional	\$30.90	\$57.39

In the case of an off-scale salary, 50% of the increase provided for in the collective agreement is applied, and the balance is paid as a lump sum.

27.02

Once during the period covered by the collective agreement, an employee may request a reassessment of their compensation in light of a significant improvement in their contribution or a significant discrepancy with salaries paid in the job market for similar positions.

This request is submitted to the immediate supervisor and the Human Resources Department and briefly outlines the reasons supporting it.

The Human Resources Department shall organize a meeting between itself, the immediate supervisor, and the employee, and the Employer shall render a decision within 30 days of the submission of the request, it being understood that this decision falls within the Employer's managerial authority.

This provision does not prevent the granting of occasional and discretionary raises at the request of the immediate supervisor.

ARTICLE 28 – TERM OF THE COLLECTIVE AGREEMENT

28.01

This collective agreement shall take effect on May 6, 2026, and shall expire on May 5, 2029.

28.02

At any time, the parties may agree, in writing, to replace, amend, repeal, or add a provision to this collective agreement.

28.03

The schedules and letters of agreement to this collective agreement form an integral part thereof.

28.04

The term of this collective agreement is three (3) years.

IN WITNESS WHEREOF, the parties have signed this agreement in Montreal on May 6, 2026.

For the Employer

For the Group

Jessica Chisholm-Nelson
Administrative Director

Germaine Lowe, PhD
President, DRCPG

Martin Lepage, PhD
Researcher

Maria Antonietta Davoli, MSc
Vice-President, DRCPG

Chantal Tremblay, CHRP
Director of Human Resources

Dominique Mirault
Secretary, DRCPG

François Longpré
Employer Spokesperson

Henry Gagné
Union Representative

INTERNAL TRANSLATION FOR ADMINISTRATIVE PURPOSES