

BARGAINING PROPOSALS

BETWEEN



and the

INTERNATIONAL DEVELOPMENT AND RESEARCH CENTRE

Subject to Errors and Omissions

September 2021

INTRODUCTION

Without prejudice to the Public Service Alliance's position during the negotiations, the PSAC reserves the right to introduce new proposals, amend or withdraw its demands, or introduce counter-proposals to the Employer's demands.

Where the word RESERVE appears, it means that the Union reserves the right to make proposals at a later date. In particular, the Public Service Alliance of Canada reserves the right to introduce a comprehensive compensation proposal at an appropriate time during negotiations.

If neither party has a proposal on a specific clause or article, that clause or article shall be renewed.

Article 2 – Interpretations and Definitions

The Union reserves the right to make proposals concerning this article pending discussion with the Centre concerning a number of definitions, including (but not necessarily limited to) “Locally Engaged Staff” and “Secondment”.

Article 8 – Work of the Bargaining Unit

8.01 a) Persons not covered by the terms of this Agreement shall not perform duties normally assigned to employees in the bargaining unit except in cases of emergency or instruction.

b) Notwithstanding the above, the following may continue to perform duties normally assigned to employees:

~~— Locally engaged staff~~

- Research award recipients

~~8.02 Contracting out will not cause the involuntary termination of indeterminate employees. If a contracting out situation arose, an agreed upon plan would be established between the Union Local and the Centre which would include redeployment or an agreed upon termination package.~~

8.02 There shall be no contracting out of work.

Article 10 - Information

- 10.01 The Centre agrees to supply each employee with a printed copy of the Collective Agreement and any amendments thereto and will do so ~~as soon as possible~~ **within sixty (60) days** following signature of the Agreement.
- 10.02 The Centre agrees to supply the Local with a list of all employees in the bargaining unit on a monthly basis. The list referred to herein shall include the name, **employee number**, work location, classification, job title, status, total accumulated service and personal contact information (including home address, phone number and personal email where available) for each employee. As soon as practicable, the Centre agrees to add to the above list the date of appointment for new employees and names of employees who resign or have been terminated or laid off.
- 10.03 At the time an employee commences his employment, the Centre shall provide the employee with the name of his or her union representative and will supply a printed copy of the Collective Agreement.

Article 13 – Leave with or without Pay for Union Business

13.01 Leave with Pay for Union Business

- (a) The Centre shall grant leave with pay to an employee when called as a witness for the Centre or who is a party to hearings in front of the Canada Industrial Relations Board or an Arbitration Board or a Conciliation Board.

Subject to operational requirements and with the Union providing reasonable notice, the Centre shall grant leave with pay to:

- (b) A Union representative who attends a meeting between an employee and the Centre with regards to a complaint, a grievance or a disciplinary process.
- (c) A Union representative who attends meetings of the Joint Labour-Management Consultation Committee.
- (d) A Union representative to investigate a workplace complaint ~~of an urgent nature~~, to discuss a complaint or a grievance with an employee ~~who has asked or is obligated to be represented by the Union in relation to the presentation of his or her grievance~~, or for the purposes of new employee orientation.
- (e) A reasonable number of employees who are meeting with management on behalf of the Union.
- (f) A Union representative in a hearing in front of the Canada Industrial Relations Board, an Arbitration Board or a Conciliation Board or to an employee called as a witness by an employee or the Union.

Article 19 – Designated Paid Holidays (Head Office)

19.01 The following days shall be designated paid holidays for employees at Head Office:

- (a) New Year's Day
- (b) Family Day**
- (b) Good Friday
- (c) Easter Monday
- (d) Victoria Day
- (e) Canada Day
- (f) Civic Holiday - first Monday in August
- (g) Labour Day
- (h) National Day of Truth and Reconciliation**
- (h) Thanksgiving Monday
- (i) Remembrance Day
- (j) Christmas Day
- (k) Boxing Day

Article 20 – Vacation Leave with Pay

20.01 The vacation year shall be from April 1st to March 31st inclusive.

20.02 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits. An employee is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

20.03 Indeterminate and Term Employees

Subject to clause 18.03, a full-time indeterminate or term or employee shall earn vacation credits, pro-rated to the number of straight-time hours paid during the month, at the rate of

- (a) twelve decimal five (12.5) hours per month if the employee has completed less than eight (8) years of service;
- (b) fifteen decimal six two five (15.625) hours per month if the employee has completed eight (8) years of service
- (c) **eighteen decimal seventy five (18.75) hours per month if the employee has completed fifteen (15) years of service.**

Article 21 – Sick Leave

21.04 Granting of Sick Leave

An employee shall be granted sick leave with pay when the employee is unable to perform their duties because of illness or injury provided that:

- (a) The employee has the necessary sick leave credits.
- (b) The employee satisfies the Centre of this condition in such a manner and at such a time as may be determined by the Centre, except that:
 - i. For any periods of absence in excess of four (4) days, the employee must, if required, produce satisfactory evidence (certified by a qualified medical practitioner) of their inability to perform their duties;
 - ii. Notwithstanding i. above, the Centre may require an employee to produce certification of their inability to perform their duties for periods of less than four (4) days where the Centre has reasonable cause to believe that the employee has abused his or her sick leave entitlement.
- (c) Employees who are on sick leave and are asked to provide a medical certificate consistent with this article may provide the medical certificate upon their return from sick leave.**

Article 24 – Medical and Dental Appointments

- 24.01 Leave with pay, up to a maximum of three decimal seven five (3.75) hours, may be granted for routine or periodic medical and dental appointments that are preventive in nature, when it is not possible for such appointments to be arranged outside regular hours of work. Leave under this article must be pre-approved by the Centre and employees shall make every reasonable effort to limit their absences.
- 24.02 Leave with pay granted under this article shall not be used for the treatment of a specific complaint or condition.
- 24.03 ~~Active Employees at the time of ratification of this agreement shall continue to~~ shall access this benefit for their dependents in accordance with the Centre's **2016** policy.

Article 25 – Family-Related Responsibility Leave

Replace current with the following:

25.01 For the purpose of this article, family is defined as:

- a. spouse (or common-law partner resident with the employee);
 - b. children (including foster children, step-children or children of the spouse or common-law partner, ward of the employee), grandchild;
 - c. parents (including step-parents or foster parents);
 - d. father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee;
 - e. any relative permanently residing in the employee's household or with whom the employee permanently resides;
 - f. anyone for whom the employee has a duty of care, irrespective of whether they reside with the employee;
- or
- g. a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.

25.02 The total leave with pay which may be granted under this article shall not exceed forty-five (45) hours in a fiscal year.

25.03 Subject to clause 25.02, the Employer shall grant the employee leave with pay under the following circumstances:

- a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
- c. to provide for the immediate and temporary care of an elderly member of the employee's family;
- d. for needs directly related to the birth or the adoption of the employee's child;
- e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
- f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- g. seven decimal five (7.5) hours out of the forty-five (45) hours stipulated in clause 25.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment-related matters, or with a financial or other

professional representative, if the supervisor was notified of the appointment as far in advance as possible.

25.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 22.03(b) above, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Article 26 – Bereavement Leave

26.01 a) For the purpose of this article, “family” means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common law partner resident with the employee), child (including child of common law partner), stepchild or ward of the employee, grandchild, father-in-law, mother-in-law, the employee’s grandparents and relative permanently residing in the employee’s household or with whom the employee permanently resides.

b) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee. An employee shall be entitled to bereavement leave under (a) above only once during the employee’s total period of employment in the public service.

Replace current with the following:

26.02 When a member of the employee’s family dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days’ leave with pay for the purpose of travel related to the death.

- a. At the request of the employee, such bereavement leave with pay may be taken in a single period of seven (7) consecutive calendar days or may be taken in two (2) periods to a maximum of five (5) working days.
- b. When requested to be taken in two (2) periods,
 - i. the first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
 - ii. the second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
 - iii. The employee may be granted no more than three (3) days’ leave with pay, in total, for the purposes of travel for these two (2) periods.

26.03 An employee is entitled to one (1) day’s bereavement leave with pay for a purpose related to the death of his or her brother-in-law or sister-in-law and grandparents of spouse.

26.04 If, during a period of paid leave, an employee is bereaved in circumstances under which 2he or she would have been eligible for bereavement leave with pay under clauses 26.02 and 2603, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

26.05 It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 26.02 and 26.03.

Article 32 – Staff Development Leave

- 32.01 ~~At the discretion of the Centre,~~ An employee may be granted Staff Development Leave Without Pay, for varying periods up to one (1) year, which can be renewed, at the request of the employee and discretion of the Centre, to carry out training and development activities including, academic studies, work in another organization, research and teaching. **Requests for such leave shall not be unreasonably denied.**
- 32.02 As a condition of the granting of Staff Development Leave, an employee shall have a minimum of three (3) years of continuous service with IDRC ~~and a consistent and fully satisfactory record.~~
- 32.03 An employee granted Staff Development Leave under this clause in which the development activities are determined, by the Centre, to be a direct benefit may receive an allowance in lieu of salary of **a minimum of 50% up to 100%** of the employee's basic salary. The percentage of salary ~~is at the discretion of the Centre.~~ **shall be determined based on clear criteria subject to consultation with the Alliance.**
- 32.04 Where the employee receives a grant, bursary or scholarship, the allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- 32.05 An employee granted Staff Development Leave under this clause may, at the discretion of the Centre, be eligible for the reimbursement of expenses as identified in IDRC Guidelines with respect to staff development.
- 32.06 As a condition of the granting of Staff Development Leave, an employee shall give a written undertaking prior to the commencement of the leave to return to the Centre for a period of not less than the period of the leave granted. If the employee, except with the permission of the Centre:
- (i) Fails to complete the development activity;
 - (ii) Does not resume employment with the Centre on completion of the course; or
 - (iii) Ceases to be employed, except by reason of death or lay-off, before termination of the period the employee has undertaken to serve after completion of the development activity;

the employee shall repay the Centre all allowances paid under this clause during the Staff Development Leave or such lesser sum as shall be determined by the

Article 39 – Hours of Work

39.01 For the purpose of this article, a week shall consist of seven (7) consecutive days beginning on Sunday and ending on Saturday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

39.02 Hours of Work – General

(a) i. The work week shall be thirty-seven decimal five (37.5) hours and the work day shall be seven decimal five (7.5) consecutive hours, between the hours of 7:00 a.m. and 5:00 p.m., ~~respecting the core hours of 9:00 a.m. to 3:00 p.m. and~~ exclusive of a meal period that shall be a minimum of one half (1/2) hour.

~~ii. Where operationally necessary, the Centre may assign employees to work as early as 6:00 a.m. in Conference and Catering Services. In such circumstances subparagraph 39.02(c)(iv) shall apply.~~

iii. The Centre shall provide two (2) paid rest periods of fifteen (15) minutes each scheduled working day, one in the morning and one in the afternoon.

iv. Notwithstanding subparagraph 39.02(a)(v), the normal work week for employees shall be Monday to Friday inclusive. Saturday and Sunday shall be days of rest.

v. The normal work week for employees located in the Middle East and North Africa Regional Office shall be Sunday to Thursday inclusive. Friday and Saturday shall be days of rest.

~~(b) Subparagraphs (i) and (ii) apply to Program Officers (PO, SPO, SPS) and Program Leaders (PL) only, subject to Centre approval:~~

~~i. The normal hours of work shall average thirty-seven decimal five (37.5) hours per week over each four (4) week period, with hours of work arranged to suit an employee's individual duties, with every effort being made to respect the core hours of 9:00 a.m. to 3:00 p.m. and a seven point five (7.5) hour workday. Upon mutual agreement between an employee and the Centre, the four (4) week period may be extended, but not beyond eight (8) weeks.~~

~~ii. Upon request of either the Centre or the employee, a reconciliation of hours of work may be made for any four (4) week to eight (8) week period where hours of work have deviated from the core hours. Where the hours cannot be reconciled, an employee shall be entitled to overtime compensation consistent with Article 40. In~~

~~computing the hours of work within the period, vacation and other paid leaves of absence will account for seven decimal five (7.5) hours per day.~~

- (c) Notwithstanding paragraph 39.02(a) above, where operational requirements dictate a necessity for a continuous operation (beyond Monday to Friday), the Centre shall schedule the hours of work so that employees:
 - i. Work a thirty-seven decimal five (37.5) hour work week, consisting of five (5) days.
 - ii. Work seven decimal five (7.5) consecutive hours per day, exclusive of a meal period that shall be a minimum of one half (1/2) hour.
 - iii. Obtain two (2) consecutive days of rest per week.
 - iv. The Centre shall make every reasonable effort to schedule hours of work for employees covered by this clause on a voluntary basis. In the event that employee requests cannot be accommodated, years of service shall be the determining factor for hours of work assignment, unless otherwise mutually agreed upon between the Union and the Centre.
- (d) Where hours of work of an employee or employees are to be changed so that they are different from those specified in paragraph 39.02(a) and therefore consistent with paragraph 39.02(c), the Centre will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.

39.03 **Flexible Hours**

Subject to operational requirements and the approval of the Centre, an employee may request to be scheduled to work variable starting and finishing times. Such requests shall not be unreasonably denied.

39.04 **Compressed Work Week**

- (a) Subject to operational requirements and approval of the Centre, an employee may complete his weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week. Such requests shall not be unreasonably denied.
- (b) In every fourteen (14), twenty-one (21) day period or twenty-eight (28) day period the employee shall be granted one day of rest on such a day that is not scheduled as a normal work day for him or her.

39.05 Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Centre to schedule any hours of work permitted by the terms of this Agreement.

39.06 Change in Hours

- (a) An employee who is required to change his or her regular hours of work without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her working hours shall be paid at the rate of time and one-half (1 ½) for the first (1st) seven decimal five (7.5) hours. Subsequent hours worked shall be paid for at the straight-time rate, subject to Article 40, Overtime.
- (b) Every reasonable effort will be made by the Centre to ensure that the employee returns to his or her original hours of work.

39.07 Premiums

- (a) An employee who completes his workday in accordance with the provisions of paragraph 39.02(c) shall receive a late-hour premium of two dollars **and fifty cents** (\$2.50) per hour for all hours worked between 5 p.m. and 7 a.m.
- (b) An employee who completes his workday in accordance with the provisions of paragraph 39.02(c) shall receive a premium of two dollars **and fifty cents** (\$2.50) per hour for all hours worked at straight-time rates on a Saturday and/or Sunday or on a Friday and/or Saturday in the Middle East and North Africa Regional Office.
- (c) In cases where an employee requests to work between the hours of 5 p.m. and 7 a.m. or on Saturday and/or Sunday, or on a Friday and/or Saturday in the Middle East and North Africa Regional office, the employee shall not be entitled to the premium under paragraphs 39.07(a) and (b).

39.08 Telework

Telework is a voluntary flexible work arrangement which allows employees to work by electronic means at a site other than their designated work site and subject to operational requirements. Such requests shall not be unreasonably denied.

39.09 Summer Hours/Floater Days

The Centre provides full-time indeterminate and term employees working at Head Office with the opportunity to adopt summer hours by reducing their work day by thirty (30) minutes per day during the months of July and August or to convert their summer hours to three (3) floater days that may be taken at any time during the financial year. There is no cash compensation for unused floater days.

The exact summer hour period will be specified by the Centre each year. An employee who chooses summer hours cannot bank the thirty (30) minute period in order to take it off on a later day.

Unless summer hours are specifically requested by the employee prior to April 1 each year, by default employees will receive floater days.

The following applies to new employees in their first year of employment and to employees who take a leave without pay of three months or more:

- a. Employees hired or coming back to work between April 1 and June 30 will have the option of summer hours or floater days;
- b. Employees hired or coming back to work between July 1 and July 31 will receive two (2) floater days in lieu of summer hours and no option for summer hours;
- c. Employees hired or coming back to work between August 1 and August 31 will receive one (1) floater day in lieu of summer hours and no option for summer hours;
- d. Employees hired or coming back to work between September 1 and March 31 will not be eligible for summer hours or floater days until the beginning of the new financial year.

Article 40 – Overtime

40.01 **General**

- (a) Subject to paragraph 39.02(b), "Overtime" means authorized work required by the Centre to be performed by the employee in excess of seven-point five (7.5) hours per day or thirty-seven point five (37.5) hours per week.
- (b) An employee is entitled to overtime compensation for each completed period of fifteen (15) minutes of overtime worked when the overtime is authorized in advance by the Centre.
- (c) For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
- (d) Payments provided under the overtime, designated paid holidays and standby provisions of this Agreement shall not be pyramided. That is, an employee shall not be compensated more than once for the same service.
- (e) Overtime compensation will not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Centre.
- (f) Overtime compensation will not be paid where an employee attends social engagements unless the employee has received prior authorization and is required to attend by the Centre.

40.05 **Compensation in Cash or Leave with Pay**

~~Upon request from the employee, and with the Centre's approval, Overtime worked in accordance with clause 40.01 may~~ shall be granted in the form of cash or compensatory leave which will be calculated at the applicable overtime rate. Compensatory leave earned in a financial year and still outstanding on March 31st of the next following year will be paid in cash at the applicable overtime rate of pay at the time that it was earned.

40.07 The Centre agrees to provide the Local, on a monthly basis the Local, a breakdown of all overtime hours worked by department and classification for the previous calendar month.

Article 46 – Staffing

Union intends to make proposals concerning Article 46 pending discussion with the Centre regarding term employment, employment equity plan, POPC, developmental positions and priority lists.

Article 49 and Article 50

The Union reserves the right to make proposals concerning Article 49 and Article 50 once the Centre provides its policy with respect to performance management.

Article 53 – Workforce Adjustment

53.08 Reasonable job offer: An offer of indeterminate employment within the Centre, normally at an equivalent level, but which could include lower levels. Affected employees must be both trainable and mobile. Where there are limited reasonable job offers, such offers shall be made to affected employees in order of service. **“Affected” employees for the purposes of this clause means all employees who perform the same or comparable duties for the Centre.**

53.12 The Centre shall advise and consult meaningfully with Union representatives regarding any workforce adjustment situation, **and shall do so as early in the process as possible.**

The Centre will advise the Union prior to notifying affected employees. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

Such notification will include the identity and location of the work unit(s) affected, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number and level of the employees who are likely to be affected by the decision.

Article 54 – Group Insurance and Retirement Plans

The Union reserves the right to make proposals concerning Article 54 pending the Centre's providing of information related to employees' benefits and pension plans.

Article 55 – Pay Administration

55.06 **Acting Pay**

- a) When an employee is required by the Centre to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for a period of at least ~~five (5)~~ **one (1) consecutive** working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts. **This clause shall apply to employees working in an acting capacity for both bargaining unit and non-bargaining unit positions.**

- b) When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

55.11 **Pay Increases**

- a) An employee shall be granted pay increments, as defined in Appendix A, until the employee reaches the maximum rate for the position. ~~The Centre will deny a pay increment to an employee if it is satisfied that the employee is performing in a less than satisfactory manner.~~

- b) A pay increase shall be a percentage of an employee's salary rounded to the nearest dollar in the scale of rates applicable to the position.

The Union reserves the right to make additional proposals to Article 55 pending the Centre's providing of economic and payroll data.

Article 58 – Overseas Employees

The Union reserves the right to make proposals concerning Article 58 pending the Centre's providing of information related to overseas employees' benefits and pension plans, and pending discussion concerning relocation procedures.

Article 64 – Duration

Appendix A – Rates of Pay

The Union will be making proposals concerning Article 64, Appendix A and potentially other matters of an economic nature pending the Centre's providing of economic, demographic and other payroll data to the Union.

Appendix B – Progression Guidelines for Program Officers

The Union wishes to discuss the expansion of the POPC model beyond Program Officers.

Memorandum of Understanding Concerning Term Positions

1. The Centre shall make every reasonable effort to maximize indeterminate employment opportunities at the Centre and shall only create term positions subject to this MOU.
2. The Centre shall only fill positions on a term basis to:
 - a. Backfill an indeterminate employee who is absent or working either on secondment or a temporary project other than in accordance with paragraph 4 of this Memorandum of Understanding
 - b. Fill temporary vacancies
3. The Centre may create a term position for the purpose of:
 - a. A special project or temporary assignment with budgetary and or specified time limits
 - b. Responding to temporary workload increases
4. The Centre may also fill positions on a term basis for filling vacancies created in accordance with clause 46.04.
- ~~5. The Centre may also create a term position within the Programs and Partnerships Branch when a position is funded with non-recurring funds. First consideration shall be given to indeterminate employees.~~
6. Unless otherwise prescribed in this collective agreement, term employees shall be entitled to all of the rights, privileges and benefits of the collective agreement.
7. Term employment shall not be used as a substitute for indeterminate staffing.
8. Term positions shall be used only in situations where a need clearly exists for a limited time and is not anticipated to become a permanent ongoing need.
9. ~~a) Term employees working in a position in accordance with paragraphs 2 and 3 shall be offered indeterminate status after three (3) years of continuous service.~~
 - b) For a period of twelve (12) months following the termination of a term assignment, employees working in a term position in accordance with paragraph 5 will be considered for positions in the Centre in the same manner as internal candidates.
 - c) The Centre agrees not to artificially create a break in the employment of a term employee solely in order to prevent the employee attaining an indeterminate status.

10. Management of donor funded projects should be linked to human resources plans to minimize the use of term employees.
11. The Centre shall notify the Union Local **a minimum of two (2) weeks prior to the creation of when it creates** a term position.
12. Consistent with what the parties have negotiated herein and in Article 46, employees who have indeterminate status but are working in term positions shall not be considered term employees.

Letter of Understanding

~~Term employees within the Programs and Partnerships Branch paid through non-recurring funds, on staff at the time of ratification of the collective agreement, shall acquire indeterminate status upon reaching five (5) years of continuous service.~~

Letter of Understanding

The Centre agrees that the following employees are indeterminate employees and as such shall be provided all of the rights accorded indeterminate employees consistent with this Collective Agreement:

Union looking for update on status of these employees.

LOU Ethics

An employee shall have the right to refuse compliance with any direction, proposal or counsel by the Centre that contravenes the Centre's Policies or Code of Conduct.

New:

Article xx

PUBLICATIONS, AUTHORSHIP AND PATENTS

xx.01 For the purpose of this Article “materials” means creative and/or intellectual works, including but not limited to scientific and professional papers, photographs, articles, manuscripts, monographs, audio and visual products, source code, games, all forms of interactive media and computer software, and works of art.

xx.02 The Corporation owns the copyright and all other intellectual property rights (patents, industrial designs, trademarks, trade secrets) in any materials created by an employee during the course of his/her employment.

(a) Notwithstanding the above, an employee retains all moral rights in any materials to which copyright subsists, except if the employee has explicitly waived such rights. The Employer shall inform a current employee(s) who created such material, in advance of their publication, exhibition or other use, in order that they may exercise their moral rights under this Article. The Employer shall make reasonable efforts to contact former employees at the last address on file. Such addresses shall be maintained for 10 years following termination of employment. Current and former employees shall be appropriately credited unless the employee or former employee has otherwise indicated.

(b) An employee owns the copyright and/or other intellectual property rights to any materials which they create on the employee’s own time where the work or material has not been commissioned or sponsored or directed by the Corporation.

(c) Employees who contribute to materials consistent with this Article shall be provided authorship or attribution rights where applicable, unless voluntarily waived by the employee.

xx.03 The Employer shall continue the current practice of ensuring that employees have ready access to all publications considered necessary to their work.

xx.04 The Employer has first right of refusal for material related to Article 45.02, that an employee wishes to submit for publication. Should the Employer not wish to exercise its rights to publish, it shall not unreasonably withhold permission to the employee to publish. When approval for publication is withheld, the employee shall be informed in writing of the reasons.

xx.05 The Employer may suggest revision to the material and may withhold approval to publish an employee's work without such revisions. Such approval shall not be unreasonably withheld.

- (d) When approval to publish is withheld, the employee(s) shall be so informed in writing of the reason if requested by the employee(s).
- (e) Where the Employer wishes to make changes to material submitted for publication with which the employee does not agree, the employee may request that they not be credited.