

COLLECTIVE AGREEMENT

Between the International Development Research
Centre and The Public Service Alliance of Canada,
Local 76000

June 2018



15226 (01)

Contents

Article 1 – Purpose of Agreement.....	5
Article 2 – Interpretations and Definitions	6
Article 3 – Application.....	8
Article 4 – Union Security	9
Article 5 – Precedence of Legislation.....	10
Article 6 – Management Rights.....	11
Article 7 – Recognition	12
Article 8 – Work of the Bargaining Unit.....	13
Article 9 – Union Representatives	14
Article 10 - Information.....	15
Article 11 – Use of Centre Facilities	16
Article 12 – Check Off.....	17
Article 13 – Leave with or without Pay for Union Business.....	18
Article 14 – Strikes and Lockouts	20
Article 15 – No Discrimination / No Harassment.....	21
Article 16 – Grievance Procedure	22
Article 17 – Arbitration	25
Article 18 – Leaves General.....	26
Article 19 – Designated Paid Holidays (Head Office)	27
Article 20 – Vacation Leave with Pay.....	29
Article 21 – Sick Leave.....	32
Article 22 – Injury on Duty Leave	34
Article 23 – Compensatory Leave for Travel Time	35
Article 24 – Medical and Dental Appointments.....	36
Article 25 – Family-Related Responsibility Leave	37
Article 26 – Bereavement Leave	39
Article 27 – Court Leave.....	40
Article 28 – Leave for Accommodation of Religious Obligation	41
Article 29 – One-Time Special Paid Leave	42
Article 30 – Maternity and Parental Leave without Pay	43
Article 31 – Compassionate Care Leave without Pay	51

Article 32 – Staff Development Leave.....	52
Article 33 – Career Development Leave with Pay.....	53
Article 34 – Leave for Political Activity.....	54
Article 35 – Self-Funded Leave.....	55
Article 36 – Leave with Income Averaging.....	56
Article 37 – Pre-Retirement Transition Leave.....	57
Article 38 – Other Leave with or without Pay.....	58
Article 39 – Hours of Work.....	59
Article 40 – Overtime.....	62
Article 41 – Travelling Time.....	64
Article 42 – Standby.....	66
Article 43 – Call-Back.....	67
Article 44 – Professional Membership Fees.....	69
Article 45 – Probation.....	70
Article 46 – Staffing.....	71
Article 47 – Statement of Duties.....	74
Article 48 – Classification.....	75
Article 49 – Discipline.....	76
Article 50 – Employee Performance Review and Assessment.....	77
Article 51 – Severance.....	78
Article 52 – Job Security.....	80
Article 53 – Workforce Adjustment.....	81
Article 54 – Group Insurance and Retirement Plans.....	89
Article 55 – Pay Administration.....	90
Article 56 – Health and Safety.....	94
Article 57 – Outside Employment.....	96
Article 58 – Overseas Employees.....	97
Article 59 – Part-Time Employees.....	98
Article 60 – Casual Employees and Students.....	99
Article 61 – Labour Management Joint Consultation.....	101
Article 62 – Labour Disputes.....	102
Article 63 – Technological Change.....	103
Article 64 – Duration.....	104

Article 65 – Contract Reopener 105
Appendix A – Rates of Pay 106
Appendix B – Progression Guidelines for Program Officers 109
Memorandum of Understanding Concerning Term Positions..... 112
Letter of Understanding..... 114
Letter of Understanding..... 115
Letter of Understanding..... 116

Article 1 – Purpose of Agreement

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Centre, the employees and the Union and to set forth certain terms and conditions of employment upon which agreement has been reached in collective bargaining.

The parties to this Agreement recognize the mission, mandate and core values of the Centre, therefore the parties share a desire to maintain a high quality of services rendered by the Centre and to promote the well-being of its employees. Accordingly, the parties are determined to establish an effective working relationship at all levels in which members of the bargaining unit are employed.

Article 2 – Interpretations and Definitions

“bargaining unit” means the employees of the Centre as described in the certificate issued by the Canada Industrial Relations Board on November 26, 2015.

“Centre” means the International Development Research Centre.

“Christmas break” means the three (3) working days between Christmas Day and New Year’s Day.

“common law partner” means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year.

“continuous service” means an uninterrupted period of employment with the Centre including authorized leaves of absence. Continuous service is interrupted when employment ceases for at least one compensation day between two periods of employment with the Centre.

“co-op student” means an employee who is enrolled full-time in a post-secondary CO-OP program in an accredited institution and whose assignment at IDRC is eligible for credits towards the CO-OP program in which the employee is enrolled.

“day of rest” in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission.

“double time” means two (2) times the hourly rate of pay of the employee.

“employee” means a person who is a member of the bargaining unit;

- i. **“full-time employee”** means an employee who works thirty-seven and one-half (37 ½) hours per week;
- ii. **“part-time employee”** means an employee who works less than thirty-seven and one-half (37 ½) hours per week;
- iii. **“casual employee”** means an employee who is employed for less than three (3) months on a non-recurring basis or who works on an on-call and irregular basis as needed;
- iv. **“indeterminate employee”** means an employee who is hired on an indeterminate basis;
- v. **“term employee”** means an employee hired for a specific period of three months or more in accordance with the Memorandum of Understanding concerning Term Positions.

“financial year” means April 1st to March 31st.

“Head Office” means the Centre’s office located in Ottawa, Ontario, Canada.

“layoff” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function.

“leave” means an authorized absence from work pursuant to the terms of the Collective Agreement.

“Local” means Local 76000 of the Public Service Alliance of Canada.

“membership dues” means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance.

“overseas employee” means an employee posted outside of Canada in one of the following categories:

- i. Canadian overseas employee: means the overseas employee is a Canadian citizen.
- ii. National at post: means the overseas employee is a citizen of the country to which he or she has been posted.
- iii. Third country national: means the overseas employee is not a citizen of the country to which he or she has been posted, nor a Canadian citizen.

“Regional Office” means the Centre’s designated international offices.

“service” means all continuous and non-continuous service with the Centre from the employee’s initial date of hire.

“student” means an employee who is a full-time student at an accredited secondary or post-secondary institution, is employed during the summer or during semesters at IDRC and is returning to full-time studies for the next academic term.

“time and one-half” means one and one-half (1 ½) times the hourly rate of pay of the employee.

“union” means the Public Service Alliance of Canada.

“union representative” is a person designated by the bargaining agent to represent the Union.

“union steward” means an employee in the bargaining unit appointed or elected to act as an authorized representative of the Union.

Article 3 – Application

- 3.01 The provisions of this Agreement apply to the Union, the Centre and the employees of the bargaining unit.
- 3.02 Both the English and French texts of this Agreement shall be official.
- 3.03 Feminine, masculine, singular and plural pronouns used in this Agreement shall be interchangeable in the interpretation of this Agreement except where specifically precluded by the context.

Article 4 – Union Security

4.01 All employees covered by this Agreement shall become and remain members of the Union in good standing.

Article 5 – Precedence of Legislation

- 5.01 In the event that any law passed by Parliament applying to employees renders any provision null and void, the remaining provisions shall remain in effect for the term of the Agreement

Article 6 – Management Rights

- 6.01 Except as provided herein, the Centre shall continue to have all rights, power and authority to manage its operations and activities, and to direct the work force.
- 6.02 The Centre undertakes to exercise its managerial right and discretion in a fair and reasonable manner.

Article 7 – Recognition

- 7.01 The Centre recognizes the Public Service Alliance of Canada as the exclusive bargaining agent for all employees covered by the certificate issued by the Canada Industrial Relations Board dated November 26, 2015.

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.

Article 9 – Union Representatives

- 9.01 The Centre acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 9.02 The Union shall notify the Centre in writing of the name, title and jurisdiction of its representatives identified pursuant to clause 9.01.
- 9.03 Operational requirements permitting, an employee acting as a Union representative shall be granted time off to enable the employee to carry out their functions as a representative. Such leave shall be granted consistent with the Article 13. The Union representative shall inform his or her supervisor upon resuming his or her normal duties
- 9.04 The Centre shall provide a Union representative the opportunity to meet with a new employee during working hours in order to explain the Union’s role in administering this Agreement and to complete the required documents concerning their membership.

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 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, 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 11 – Use of Centre Facilities

- 11.01 Reasonable space on physical and electronic bulletin boards in convenient locations will be made available to the Union for the posting of official Union notices. The Union shall endeavour to avoid requests for posting of notices which the Centre could consider adverse to its interests. Notices or any other material shall require the prior approval of the Centre, except notices relating to the business affairs of the local, including the names of Union representatives and social and recreational events. Such approval shall not be unreasonably withheld.
- 11.02 The Centre agrees to make meeting rooms available for Local's use without charge. The Local will reserve meeting rooms in accordance with the policies and practices established for normal usage of the meeting rooms.
- 11.03 The Centre agrees to provide a secure filing cabinet and suitable office space to Local 76000 to be used for the Local's business.
- 11.04 A representative of the Union shall be permitted access to the Centre's premises to conduct union business.
- 11.05 The Centre shall make available to the Union locations on the premises for the placement of Alliance literature.

Article 12 – Check Off

- 12.01 Subject to the provisions of this Article, the Centre shall, as a condition of employment, deduct on a monthly basis an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit.
- 12.02 The Union shall inform the Centre in writing of the monthly deduction to be checked off for each employee.
- 12.03 For the purpose of applying clause 12.01, deductions from pay for each employee in respect of each calendar month will start with the first full month of employment to the extent that earnings are available.
- 12.04 No bargaining agent, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Centre from the pay of employees in the bargaining unit.
- 12.05 The amounts deducted in accordance with clause 12.01 shall be remitted to the Comptroller of the Union no later than the month following that in which their deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 12.06 The Centre shall make deductions for other purposes on the basis of appropriate documentation.
- 12.07 The Union agrees to indemnify and save the Centre harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Centre limited to the amount actually involved in the error.

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.

13.02 Leave without Pay for Union Business

Subject to operational requirements and with the provision of a reasonable notice, the Centre shall grant leave without pay to:

- (a) A reasonable number of employees to attend preparatory collective bargaining meetings on behalf of the Union.
- (b) Up to four (4) employees to attend contract negotiation meetings on behalf of the Union.
- (c) A Union representative who undertakes training for the purpose of tending to Union business.
- (d) A reasonable number of employees to attend meetings of the Board of Directors of the Union, Executive Board meetings of the Union and conventions of the Union, the Canadian Labour Congress and the Ontario and Québec Federations of Labour.
- (e) An employee to work for the Union for a maximum of one (1) year.
- (f) For administrative purposes, the Centre will continue to pay the employee and the Union will reimburse the Centre for the salary costs of the employee within a reasonable period of time after receiving the request for payment from the Centre.

- 13.03 (a) The Centre will grant leave without pay to an employee who is elected to a full-time position in the union for the duration of the employee's elected term.
- (b) The Union agrees to provide the Centre with one month's prior written notice of the commencement and termination of this leave.
- (c) An employee who has been granted leave without pay under the provision of paragraph 13.03(a) will resume his or her position or will be appointed to an equivalent position upon return from leave.

Article 14 – Strikes and Lockouts

14.01 There shall be no strikes or lockouts during the life of the agreement.

Article 15 – No Discrimination / No Harassment

- 15.01 The parties acknowledge that, in the workplace, there shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identify and expression, family status, mental or physical disability , political affiliation, marital status, and criminal record for which a pardon has been granted.
- 15.02 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of membership or activity in the Union.
- 15.03 The parties acknowledge the right of employees to work in an environment free from sexual and personal harassment and the Centre undertakes to ensure that sexual and personal harassment will not be tolerated in the workplace.
- 15.04 Grievances concerning the application or interpretation of this Article shall go directly to the final step of the grievance procedure.

Article 16 – Grievance Procedure

Definitions

- 16.01 A grievance shall be defined as any dispute arising out of the interpretation, application, or alleged violation of the agreement.
- 16.02 "Day" as described in the grievance and arbitration procedures of this agreement shall mean a day of work exclusive of weekends and recognized holidays.

No Threats or Intimidation

- 16.03 No person shall seek by intimidation, by the threat of dismissal or by any other threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this Collective Agreement.

General

- 16.04 The Union shall have the right to consult with the Centre with respect to a grievance at each or any step of the grievance procedure.
- 16.05 A representative of the Union may, if the complainant so desires, be present at each meeting provided for in the various steps of the grievance procedure between the Centre and the Union.
- 16.06 All grievances shall be heard at a time mutually agreeable to all parties within the time limits specified in this Article.
- 16.07 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Centre.
- 16.08 The time reasonably spent by an employee to prepare a complaint or a grievance or to consult with a representative of the Union or with the Centre shall be considered time worked.
- 16.09 When an employee who has presented a grievance wishes to be represented, at a meeting with the Centre, the Centre will arrange the meeting having regard to operational requirements.
- 16.10 Any and all time limits applicable to the grievance procedure may be extended by the written agreement of the parties.
- 16.11 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Centre on the date it was delivered to the Centre. Similarly, the Centre shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the Union may present the grievance at the

next higher level shall be calculated from the date on which the Centre's reply was delivered to the address shown on the grievance form. For the purposes of this clause, "mail" shall also include delivery via email.

Mediation

- 16.12 If a satisfactory resolution is not achieved at any step in the grievance process, and both parties agree, the matter may be referred to mediation. The selection of the mediator shall be by mutual consent.

Informal Resolution

- 16.13 The parties encourage employees and their immediate supervisor to attempt to resolve complaints through discussion and mutual agreement. An employee who has a complaint may discuss it orally with his or her immediate supervisor, or if unavailable, with their Director, alone or, at the request of the employee, in the presence of a Union Steward.

Grievance - Step 1

- 16.14 The employee or a Union representative acting on behalf of an employee, may, within twenty-five (25) days from the date the grievor became aware of the circumstances giving rise to the grievance, submit a written grievance to the responsible Division or Program Area Director. The responsible Director may hold a meeting and shall provide a written response to the employee within fifteen (15) days following receipt of the grievance at Step 1, with a copy to the Union representative.

Grievance - Step 2

- 16.15 Should the matter not be resolved at Step 1, the employee or a Union representative acting on behalf of an employee, may, within fifteen (15) days following the completion of Step 1 submit a written grievance to the President or his designate for resolution. The President or his designate shall reply in writing to an employee's grievance within thirty (30) days following receipt of the grievance at Step 2. A copy of the response shall be provided to the Union representative.
- 16.16 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all steps, except Step 2, may be eliminated by agreement of the Centre and the Union.

Policy and Group Grievances

- 16.17 Any difference arising directly between the Union or a group of employees and the Centre concerning the interpretation, application, administration or alleged violation of the provisions of the collective agreement may be submitted by the Union or the employees where applicable

in writing at Step 2 and be dealt with as a proper grievance under the grievance procedure and may be referred to arbitration.

16.18 Centre May Initiate Grievances

A Centre grievance shall proceed to Step 2 within twenty (25) days of the circumstances giving rise to the grievance. The written grievance shall be forwarded to the President of the Local. The President of the Local shall provide a written response within ten (10) days.

Article 17 – Arbitration

- 17.01 Where a grievance has been presented to the final level and it has not been satisfactorily resolved, it may be referred to arbitration by either party, within thirty (30) days following either the date of the Centre's final response or the Union's final response.
- 17.02 (a) Within thirty (30) days of the date of delivery of the notice to arbitrate, the parties shall attempt to agree to the appointment of an arbitrator.
- (b) Should the parties fail to agree on the selection of an arbitrator, a request shall be made within thirty (30) days by either party to the Minister of Labour to appoint an arbitrator.
- 17.04 Each party will bear half the cost related to the arbitration.
- 17.05 The parties are bound by the arbitrator's decision.
- 17.06 Jurisdiction of the Arbitrator
The jurisdiction of the arbitrator is limited to the grievance itself and the interpretation of the Collective Agreement. The arbitrator shall not have the right to add to, delete from or otherwise amend this Collective Agreement.
- 17.07 Amending of Time Limits
Any and all time limits applicable to the arbitration process may be extended by the written agreement of the parties.
- 17.08 An employee is not entitled to refer a grievance to arbitration unless the Union signifies in a prescribed manner:
- (a) its approval of the reference of the grievance to arbitration; and
 - (b) its willingness to represent the employee in the arbitration proceedings.

Article 18 – Leaves General

- 18.01 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect to the same period of time, nor is an employee entitled to leave with pay during periods the employee is on leave without pay or under suspension.
- 18.02 In the event of termination of employment for reasons other than death, layoff or incapacity, the Centre shall recover from any monies owed to the employee an amount equivalent to unearned vacation or sick leave taken by the employee, as calculated from the substantive position occupied by the employee on the date of the termination of employment.
- 18.03 Except as otherwise specified in this Agreement:
- a) Where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than sick leave, maternity leave, parental leave, or Staff Development Leave the total period of leave granted shall be deducted from continuous service for the purpose of calculating severance pay and from “service” for the purpose of calculating vacation leave.
 - b) Where leave without pay for a period in excess of three (3) months is granted to an employee, vacation and sick leave credits do not accrue during the period of leave after the first three (3) months.
- 18.04 An employee is entitled, on April 1st of each year, to be informed of the balance of his or her accrued vacation and sick leave credits and his or her annual entitlement for each.
- 18.05 The amount of earned but unused leave with pay credited to an employee by the Centre at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement shall be retained by the employee.

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) Good Friday
 - (c) Easter Monday
 - (d) Victoria Day
 - (e) Canada Day
 - (f) Civic Holiday - first Monday in August
 - (g) Labour Day
 - (h) Thanksgiving Monday
 - (i) Remembrance Day
 - (j) Christmas Day
 - (k) Boxing Day
- 19.02 When a designated paid holiday falls on a day of rest, the holiday shall be moved to the first scheduled working day immediately after the day of rest.
- 19.03 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 19.02:
- (a) Work performed by an employee on a day from which the holiday was moved shall be considered as work performed on a day of rest; and
 - (b) Work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.
- 19.04 An employee absent without pay on both his or her full working day immediately preceding and immediately following a designated paid holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay for Union business.
- 19.05 Head Office is closed for the Christmas Break. For the purposes of this Agreement, all regular working days that fall within the Christmas Break shall be considered designated paid holidays.
- 19.06 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.
- 19.07 (a) Work performed on statutory holidays shall be paid at time and one-half (1.5) the hourly rate for the first 7.5 hours and at double (2) time thereafter. Employees who are required to work on a statutory holiday shall also receive their normal rate of pay for that day.
- Or
- (b) Upon request and with the approval of the Centre, the employee may be granted:
 - i. a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;

and

- ii. pay at one and one-half (1 ½) times the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours;

and

- iii. pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours.

- (c) i. Subject to operational requirements and adequate advance notice, the Centre shall grant lieu days at such times as the employee may request.

ii. When in a financial year an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's discretion, such lieu days shall be paid off at his straight-time rate of pay or carried over for one (1) year. In all other cases unused lieu days shall be paid off at the employee's straight-time rate of pay.

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

20.04 Recognized Service

For the purpose of vacation accrual, service is based upon:

- (a) Subject to paragraph 18.03(a), all service with the Centre;
- (b) Prior service with the Centre as an indeterminate or term employee for at least six (6) months, that could have been counted if the employment had been continuous;
- (c) Service in an organization listed under the *Schedules of the Financial Administration Act*.
- (d) Part-time service other than casual and temporary contracts of less than six months, conditional on the length of service being prorated in proportion to time worked.

20.05 Casual Employees and Students

In lieu of vacation leave with pay, casual employees and students shall receive vacation pay in the amount of four percent (4%) of gross earnings for all straight time hours worked payable each pay period.

20.06 Provision of Vacation Leave

- (a) Employees are expected to take their vacation leave during the vacation year in which it is earned.
- (b) The Centre reserves the right to schedule an employee's vacation leave but shall make every reasonable effort, subject to operational requirements:
 - i. To provide an employee's vacation leave in an amount and at such time as the employee may request;
 - ii. Not to recall an employee to duty after the employee has proceeded on vacation leave; and

- iii. not to cancel or alter a period of vacation leave which has been previously approved in writing.
- (c) The Centre shall give an employee as much notice as practicable and reasonable of approval, denial or cancellation of a request for vacation.
- (d) In the event that there are more vacation leave requests for a certain period than what can be operationally accommodated by the Centre, years of service at IDRC shall be the determining factor for the granting of leave unless otherwise mutually agreed upon between the Union and the Centre. For vacation leave requests submitted for July and August, an employee can only apply years of service for a maximum of two weeks.

20.07 Carry Over

Where in any financial year employees have not used all of their accrued vacation leave, the unused portion of the vacation leave shall be allowed to carry over into the next financial year up to the employee's annual entitlement. Vacation leave credits in excess of the carryover limit, if not taken by March 31st in a given year, shall be paid out at the employee's rate of pay in effect on March 31st.

Upon request of an employee, the Centre may allow, after considering the particular circumstances involved, vacation leave credits in excess to be carried over into the following financial year.

20.08 Replacement of Vacation Leave or Compensatory Leave

Where, in respect of any period of vacation leave or compensatory leave, an employee:

- (a) Is granted bereavement leave,
Or
- (b) Is granted Court Leave
Or
- (c) Is granted leave with pay because of illness in the immediate family,
Or
- (d) Is granted sick leave on production of a medical certificate,

The period of vacation or compensatory leave so displaced shall either be added to the leave period, if requested by the employee and approved by the Centre, or reinstated for use at a later date.

20.09 Recall from Vacation Leave

- (a) Where an employee is recalled to duty during any period of vacation leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:
 - i. In proceeding to the employee's place of duty, and

- ii. In returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

After submitting such accounts as are normally required by the Centre.

- (b) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.

20.10 Cancellation or Alteration of Vacation Leave

When the Centre cancels or alters a period of vacation leave which it has previously approved in writing, the Centre shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect to that period, subject to the presentation of such documentation as the Centre may require. The employee must make every reasonable attempt to mitigate such losses.

20.11 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, all unused and earned vacation leave will be paid to the employee or the employee's estate, calculate on the basis of the employee's rate of pay on date of termination.

Article 21 – Sick Leave

- 21.01 Subject to clause 18.03, a full-time indeterminate or term employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month, pro-rated to the number of straight-time hours paid during the month. Unused sick leave shall have no cash value whatsoever and shall not be paid out on termination of employment. Sick leave credits earned but unused shall be carried over into the next financial year.
- 21.02 At the beginning of each financial year, employees will receive an advance of credits up to their yearly entitlement.
- 21.03 (a) Sick leave credits earned but unused during a previous period of employment with the Centre shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed within two (2) years from the date of lay-off.
- (b) Sick leave credits earned but unused by an employee during a previous period of employment with the Centre shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is re-appointed within one (1) year from the end of the specified period of employment.
- (c) Sick leave credits earned but unused by an employee during a previous employment with an organization listed under Schedules I, IV and V of the *Financial Administration Act*, up to a maximum of 65 days, shall be recognized by the Centre.
- (d) Provided there is no break in service, upon appointment to a position represented by the bargaining unit, all sick leave credits accumulated during employment with the Centre shall be recognized.
- 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.

- 21.05 The employee shall be reimbursed by the Centre for the cost of a medical certificate.
- 21.06 **Notification of Absence**
An employee shall advise his or her immediate supervisor of any absence from work due to illness or injury as soon as possible.
- 21.07 **Advance of Sick Leave Credits**
Where an employee has insufficient or no credits to cover the granting of sick leave with pay, sick leave with pay may, at the discretion of the Centre, be granted to the employee for a period of up to twenty-five (25) days if a decision on an application for injury on duty leave is being awaited or for a period of up to fifteen (15) days in all other cases, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for reasons other than death or layoff, the recovery of the advance from any monies owed by the Centre to the employee. Such leave requests shall not be unreasonably denied.
- 21.08 **Injury on Duty**
When an employee takes sick leave with pay and injury on duty leave is subsequently approved for the same period, the sick leave credits for that period shall be restored.

Article 22 – Injury on Duty Leave

22.01 An employee shall be granted injury on duty leave with pay when a claim has been made pursuant to the *Government Employees Compensation Act* and a Workers' Compensation authority has notified the Centre that it has certified that the employee is unable to work because of:

(a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's wilful misconduct; or

(b) an industrial illness or disease arising out of and in the course of the employee's employment,

If the employee agrees to remit to the Centre any amount received by the employee in compensation of loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or their agent has paid the premium.

Article 23 – Compensatory Leave for Travel Time

- 23.01 Employees shall be provided with compensatory leave for travel time spent away from their normal place of residence when such time is not otherwise compensable by another type of leave.
- 23.02 Compensatory leave is calculated at a rate of 1/10th a day of leave for each complete day away from the employee's normal place of residence, exclusive of any vacation leave or home and family reunion leave taken during the course of official travel.
- 23.03 Employees are expected to use any compensatory leave during the financial year in which it is earned. Where this is not possible, employees may carry over up to a maximum of five (5) days of compensatory leave into the next financial year. Compensatory leave carried over and outstanding on March 31st of the following financial year shall be paid at the employee's daily rate of pay in effect on March 31st of that year.

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 access this benefit for their dependents in accordance with the Centre's previous policy.

Article 25 – Family-Related Responsibility Leave

25.01 The Centre may grant leave of absence with pay under the following circumstances:

- (a) medical and dental appointments for employees' dependents when it is not possible for such appointments to be arranged outside regular hours of work and, for appointment with dependents, where the presence of the employee is required for properly substantiated reasons. For the purpose of this paragraph, "dependents" is defined as spouse (including common law partner) and any relative permanently residing in the employee's household or with whom the employee permanently resides;
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration. For the purpose of this paragraph, "family member" is defined as the employee's spouse (including common law partner), parent (including step-parent or foster parent), children (including foster children, step-children or children of the spouse or common-law partner), sister, brother, father-in-law, mother-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides;
- (c) to provide for the immediate and temporary care of the employee's child where, due to unforeseen circumstances, the employee's usual child care arrangements are unavailable;
- (d) to attend to the needs directly related to the birth or to the adoption of the employee's child; and/or
- (e) to take a family member to appointments with school authorities or adoption agencies.

The total leave with pay which may be granted under this Article shall not exceed thirty-seven and one half (37.5) hours in a financial year. Up to seven and one half (7.5) hours of the employee's family-related responsibility leave may be used:

- (f) to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative.

An employee requesting leave under this Article must notify his or her supervisor as far in advance as possible. For urgent and unforeseen events the employee is to contact his or her immediate supervisor as soon as possible to confirm the reason and the period they will be absent from work.

Such leave shall not carry-over from one year to the next, nor will this leave be counted in calculating any compensation paid to the employee upon termination of employment.

Article 26 – Bereavement Leave

- 26.01 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.
- 26.02 When a member of the employee’s immediate family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, 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 of leave with pay for the purpose of travel related to the death.
- 26.03 An employee is entitled to one (1) day of bereavement leave with pay for the purpose related to the death of the employee’s son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- 26.04 If during a period of another type of leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under this Article, the employee shall be granted bereavement leave with pay and the employee’s leave credits shall be restored to the extent of any concurrent the 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, a Branch Vice-President may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than provided for in clauses 26.01 and 26.02.

Article 27 – Court Leave

27.01 The Centre shall grant leave with pay to an employee for the period of time the employee is required:

(a) to be available for jury selection; or

(b) to serve on a jury; or

(c) by subpoena or summons, to attend as a witness before a judicial, quasi-judicial or administrative body having the power to command such an appearance.

Article 28 – Leave for Accommodation of Religious Obligation

- 28.01 Leave with pay will be granted up to a maximum of three (3) days per financial year for religious obligations.
- 28.02 Leave with pay for religious obligations will not be provided 'in lieu' when the day for religious obligation falls on a weekend or on a designated holiday.
- 28.03 An employee who intends to request leave under this clause must provide notice to his or her immediate supervisor as far in advance as possible but no later than four (4) weeks before the requested period of leave.

Article 29 – One-Time Special Paid Leave

- 29.01 Employees who reach two years of continuous service are entitled to a one-time five (5) days of paid leave on the condition that such leave (or the former marriage leave) has not already been taken, including for previous periods of employment at the Centre.

Article 30 – Maternity and Parental Leave without Pay

30.01 Maternity Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a):
 - (i) where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,

or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period while her newborn child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child’s hospitalization while the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Centre may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 21, Sick Leave. For purposes of this subparagraph, the terms “illness” or “injury” used in Article 21, Sick Leave, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Centre in writing of her plans to take leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks before the initial date of continuous leave of absence while termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted for the calculation of “continuous service” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

30.02 Maternity Allowance

- (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - (ii) provides the Centre with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Centre,
and
 - (iii) has signed an agreement with the Centre stating that:
 - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Centre for an amount determined as follows:

$$\text{(allowance received)} \times \frac{\text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$
- however, an employee whose specified period of employment expired and who is rehired within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).
- (b) For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

- (i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
and
 - (ii) for each week the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
and
 - (iii) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 30.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.
 - (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Act respecting parental insurance* in Québec.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
 - (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for his or her substantive level to which he or she is appointed.
 - (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee

has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) For employees who do not qualify for EI benefits, the top-up will be calculated taking into account the maximum benefit that would have been payable if they had qualified.

30.03 Special Maternity Allowance for Totally Disabled Employees

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 30.02(a)(ii) solely because a concurrent disability benefits entitlement prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits,
and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 30.02(a), other than those specified in sections (A) and (B) of subparagraph 30.02(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit.

- (b) An employee shall be paid an allowance under this clause and under clause 30.02 for a combined period of no more than the number of weeks while she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

30.04 Parental Leave Without Pay

- (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period beginning on the day on which the child comes into the employee's care.

- (c) Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Centre, the leave referred to in the paragraphs (a) and (b) above may be taken in two periods.
- (d) Notwithstanding paragraphs (a) and (b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period while his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization while the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- (e) An employee who intends to request parental leave without pay shall notify the Centre at least four (4) weeks before the commencement date of such leave.
- (f) The Centre may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (g) Leave granted under this clause shall count for the calculation of "continuous service" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

30.05 Parental Allowance

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Centre with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Centre,
 - and
 - (iii) has signed an agreement with the Centre stating that:

- (A) the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 30.02(a)(iii)(B), if applicable;
- (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Centre for an amount determined as follows:

$$\begin{aligned}
 & (\text{allowance received}) \times \frac{(\text{remaining period to be worked} \\
 & \quad \text{following his or her return to work})}{[\text{total period to be worked as} \\
 & \quad \text{specified in (B)}]}
 \end{aligned}$$

however, an employee whose specified period of employment expired and who is rehired within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B) and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) For each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental benefit to which he or she would have been eligible if no extra monies had been earned during this period.

- (iii) Where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of two (2) weeks at ninety-three per cent (93%) of his or her weekly rate of pay for each week, less any other monies earned during this period.
 - (iv) Where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at ninety-three per cent (93%) of his or her weekly rate of pay for that week, less any other monies earned during this period, unless said employee has already received the one (1) week allowance contained in subparagraph 30.02(c)(iii) for the same child.
- (d) At the employee's request, the payment referred to in subparagraph 30.05(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Act respecting parental insurance* in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.

- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.
- (l) For employees who do not qualify for EI benefits, the top up will be calculated taking into account the maximum benefit that would have been payable if they had qualified.

30.06 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 30.05(a)(ii) solely because a concurrent disability benefits entitlement prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits,
and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 30.02(a), other than those specified in sections (A) and (B) of subparagraph 30.02(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit.

- (b) An employee shall be paid an allowance under this clause and under clause 30.02 for a combined period of no more than the number of weeks while the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

30.07 Should the Government of Canada or the Government of Québec make any changes to the current parental leave/Employment Insurance or Québec Parental Insurance Plan benefits regime during the life of this agreement, the parties agree to meet and negotiate changes to Article 30 in order to ensure that employees may avail themselves of any rights provided by such changes.

Article 31 – Compassionate Care Leave without Pay

- 31.01 Compassionate care leave without pay shall be granted in accordance with the *Canada Labour Code*, as amended from time to time.
- 31.02 For the purposes of this article, a “family member” in relation to an employee is defined as:
- (a) a spouse or common-law partner of the employee;
 - (b) a child of the employee or a child of the employee’s spouse or common-law partner;
 - (c) a parent of the employee or a spouse or common-law partner of the parent; and
 - (d) any other person who is a member of a class of persons prescribed for the purposes of the definition of “family member” in the *Employment Insurance Act*, as amended.
- 31.03 An employee shall be granted leave without pay from employment for a period of up to twenty-eight (28) weeks to provide care or support to a family member if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks from either:
- (a) the day the certificate is issued; or
 - (b) if the leave was commenced before the certificate was issued, the day the leave was commenced.
- 31.04 The Employee shall notify the Centre in writing, as far as advance as possible, but not less than two (2) weeks of the commencement date of such leave, unless because of urgent or unforeseeable circumstances, such notice cannot be given.
- 31.05 Upon request, a copy of the medical certificate referred to in Article 31.03 shall be provided to the Centre as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks.
- 31.06 A leave of absence under this article may only be taken during the period as prescribed by the Code.
- 31.06 The aggregate amount of leave that may be taken by two or more employees under this article in respect of the care or support of the same family member shall not exceed 28 weeks in the period referred to in clause 31.05.
- 31.08 The Centre will continue to ensure coverage and to pay the employer’s share of contributions to the benefits specified in Section 209.2(1) of the *Canada Labour Code*, as amended.

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.
- 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 up to 100% of the employee's basic salary. The percentage of salary is at the discretion of the Centre.
- 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 Centre.

Article 33 – Career Development Leave with Pay

- 33.01 Career Development Leave with pay may be granted upon written application by the employee and with the approval of the Centre. Such requests shall not be unreasonably denied. Career Development refers to an activity which, in the opinion of the Centre, is directly related to the Centre's objectives or deemed a mutual benefit.
- 33.02 While an employee is on Career Development Leave with pay, costs directly attributable to the training will be fully paid for by the Centre.
- 33.03 An employee granted Career Development Leave under this Article shall receive no compensation under Article 40, Overtime and Article 41, Travelling Time.
- 33.04 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Centre may deem appropriate.
- 33.05 If the employee (i) fails to complete the training or assignment or (ii) does not resume employment with the Centre on completion of the training or assignment, the employee shall repay the Centre all expenses reimbursed to the employee under this Article during the leave or such lesser sum as shall be determined by the Centre.

Article 34 – Leave for Political Activity

- 34.01 An employee may engage in political activities so long as it does not impair the employee's ability to perform his or her duties in a politically impartial manner.
- 34.02 During an election period, an employee who wants to be a candidate in a federal, provincial, territorial, municipal or school board election must request and obtain a leave without pay for political activities from the Centre. Such leave shall not be unreasonably denied.

Article 35 – Self-Funded Leave

- 35.01 This article applies to full-time indeterminate employees.
- 35.02 Self-funded leave, through an income deferral scheme, provides employees with the opportunity to plan and pursue a range of activities of their choice away from the workplace. The Centre agrees to consider a request for self-funded leave and, based on operational requirements, will grant this leave if the following conditions are met:
- (a) Leave granted under this clause shall be for a minimum period of six (6) months and a maximum period of twelve (12) months during an employee's total period of employment;
 - (b) A portion of the employee's salary up to thirty-three and one-third percent (33 1/3%) will be deferred to fund the period of leave of absence;
 - (c) The amount deferred for the employee under this arrangement will be held in trust in an approved financial institution; and
 - (d) The employee agrees to return to their position with the Centre after the leave of absence for a period that is not less than the period of their leave of absence.
- 35.03 The employee is considered on leave without pay during this leave. The employee is responsible for all Centre benefit contributions for benefits maintained after the first three months of leave.
- 35.04 Overseas employees
- (a) The total period of service at post used to determine entitlement for home and family reunion leave and travel will not include the duration of the self-funded leave. Future periods during which this leave can be taken will be readjusted accordingly.
 - (b) The education allowance will be pro-rated to the actual amount of time worked during the year.
 - (c) Given that self-funded leave is leave without pay, all other allowances or payments made by the Centre will cease during the period of the self-funded leave (including, but not limited to, rent and utility allowances and transportation allowance).

Article 36 – Leave with Income Averaging

36.01 Upon the provision of at least sixty (60) days of notice by the employee and with the approval of the Centre, employees shall be entitled to reduce the number of weeks they work in any twelve (12) month period by taking leave without pay for a minimum of five (5) weeks to a maximum of three (3) months, with income averaged over the full twelve (12) month period. Pension and other benefits will be calculated as if the employee was on paid leave.

Article 37 – Pre-Retirement Transition Leave

- 37.01 Subject to operational requirements, employees who are within two (2) years of retirement may reduce the length of their workweek by up to forty percent (40%). Employees granted this leave must have an indeterminate employment status and must be eligible for an unreduced pension at the start of the leave arrangement or be within two years of becoming eligible for an unreduced pension.
- 37.02 Subject to the Pension Plan provider, employees granted leave under this article shall receive a pro-rated salary and leave entitlements to reflect the reduced workweek but the employee's pension and benefits coverage, as well as premiums or contributions, will continue at pre-arrangement levels.
- 37.03 Leave granted under this Article may be granted for a period of up to a maximum of 2 years and Employees shall agree to retire at the end of the leave period.

Article 38 – Other Leave with or without Pay

38.01 At its discretion, the Centre may grant leave with or without pay for purposes other than those specified or in addition to those provided for in this Agreement.

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 (\$2) 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 (\$2) 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.

40.02 **Assignment of Overtime Work**

- a) Subject to operational requirements, the Centre shall make every reasonable effort to avoid excessive overtime and to allocate overtime work on an equitable basis among readily available qualified candidates.
- b) Except in cases of emergency, call-back or mutual agreement with the employee, the Centre shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

40.03 **Overtime Compensation on a Workday**

An employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and one-half (1 ½) for the first seven decimal five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.

40.04 **Overtime Compensation on a Day of Rest**

- (a) An employee who is required to work on a day of rest is entitled to compensation at the rate of time and one-half (1 ½) for the first seven decimal five (7.5) hours and at double (2) time for all overtime hours worked thereafter except that:
- (b) When an employee is required by the Centre to work on a second (2nd) or subsequent day of rest the employee shall be compensated on the basis of double (2) time (second or

subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).

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 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.

40.06 Overtime Meal Allowance

(a) This article does not apply to an employee who is on travel status which entitles the employee to claim expenses for meals.

(b) An employee who works three (3) hours or more of overtime pursuant to clause 40.01 immediately following the employee's regularly scheduled hours of work shall be provided a meal allowance according to the per diem (Canada) in effect up to the maximum allowed by Canada Revenue Agency as a non-taxable allowance, except where free meals are provided. Reasonable time, to be determined by the Centre, shall be allowed to the employee in order to take this paid meal break either at or adjacent to the employee's place of work.

Article 41 – Travelling Time

- 41.01 For the purposes of this Agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- 41.02 When the Centre requires an employee to travel outside the employee's normal place of work for the purpose of performing duties, the employee shall be compensated in the following manner:
- (a) On a normal working day on which the employee travels but does not work, the employee shall receive the employee's regular pay for the day;
 - (b) On a normal working day on which the employee travels and works, the employee shall be paid:
 - i. The employee's regular pay for the day for a combined period of travel and work not exceeding seven decimal five (7.5) hours, and
 - ii. At the applicable overtime rate for additional travel time in excess of seven decimal five (7.5) hour period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate.
 - (c) On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of (15) hours pay at the straight-time rate.
 - (d) For greater clarity, the maximum provided in subparagraph 41.02(b)(ii) and paragraph (c) is per one-way trip.
- 41.03 For the purpose of clause 41.02, the travelling time for which an employee shall be compensated is as follows:
- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Centre.
 - (b) For travel by private means of transportation, the normal time as determined by the Centre, to proceed from the employee's place of residence or work place, as applicable, direct to the destination and, upon return, direct back to the employee's residence or workplace.
 - (c) In the event that an alternative time of departure and/or means of travel is requested by the employee, the Centre may authorize such alternative arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Centre's original determination.
- 41.04 All calculations for travelling time shall be based on each completed period of thirty (30) minutes.

- 41.05 Upon request from the employee, and with the Centre's approval, compensation earned under this article may be taken in the form of compensatory leave. 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.
- 41.06 Travelling time shall include time necessarily spent at each stop-over en route provided that such stop-over does not include an overnight stay.
- 41.07 Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars unless the employee is required to attend by the Centre.

Article 42 – Standby

- 42.01 Where the Centre requires an employee to be available on standby during off duty-hours, such employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.
- 42.02 An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby, the Centre will endeavour to provide for the equitable distribution of standby duties.
- 42.03 No standby payment shall be granted if the employee is unable to report for duty when required or is unable to be reached.
- 42.04 The Centre agrees that in the areas and in the circumstances where electronic wireless devices are both practicable and efficient they will be provided without cost to those employees on standby duty.
- 42.05 Unless otherwise mutually agreed upon between the Centre and the Union, the Centre shall endeavour to assign standby duty to employees on a rotational and equitable basis. The Centre agrees that it will not introduce changes to current procedures for standby assignment without first engaging in meaningful consultation with the Union.
- 42.06 An employee on standby who is required to report for work shall be paid in accordance with Article 43, Call-Back Pay.

Article 43 – Call-Back

- 43.01 If an employee is called back and returns to work,
- (a) on a designated paid holiday which is not the employee's scheduled day of work,
 - Or
 - (b) on the employee's day of rest,
 - Or
 - (c) after the employee has completed his or her work for the day and has left his or her place of work,
 - Or
 - (d) from standby duty,
 - Or
 - (e) while on approved vacation leave, the employee shall be paid the greater of,
 - i. Compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back, to a maximum of eight (8) hours' compensation in an eight (8) hour period;
 - Or
 - ii. The applicable overtime rate for the time worked.
- 43.02 Except where employees have been designated on stand-by duty, the Centre shall make every reasonable effort to avoid requiring employees to return to work or to work remotely under the provisions of clause 43.01.
- 43.03 Time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.
- 43.04 Call-Back Worked from a Remote Location
- An employee who is called back to work under the provisions of 43.01, may at the discretion of the Centre, work at the employee's residence or at another place to which the Centre agrees. In such instances, the employee shall be paid the greater of:
- i. Compensation at the applicable overtime rate for any time worked,
 - Or
 - ii. Compensation equivalent to three (3) hours' pay at the straight-time rate, which shall apply only the first time an employee performs work during an eight (8) hour period, starting when the employee first commences the work.
- 43.05 Transportation Expenses
- (a) When an employee is required to report for work and reports under the conditions described in clause 43.01 and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred for parking and for transportation as follows:
 - i. mileage allowance at the rate normally paid to an employee when authorized by the Centre to use his or her automobile, when the employee travels by means of his or her own automobile;
 - Or
 - ii. Reasonable taxi fare upon presentation of a receipt.

43.06 An employee who is called back to work under the provisions of clause 43.01 and works three (3) or more hours shall be provided a meal allowance according to the per diem (Canada) in effect up to the maximum allowed by Canada Revenue Agency as non-taxable allowance.

Article 44 – Professional Membership Fees

- 44.01 The Centre shall reimburse an employee for the employee's payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position. The Centre shall reimburse fees where an employee may be reasonably expected to maintain an existing professional status with a regulated body.
- 44.02 Reimbursement for an employee who is hired on a contract of less than one year will be calculated on a pro-rated basis.

Article 45 – Probation

- 45.01 (a) A probation period shall apply on initial appointment with the Centre.
- (b) Employees appointed to positions classified as level J and below shall have a probation period of six (6) months.
- (c) Employees appointed to positions classified as Level K and above shall have a probation period of twelve (12) months.
- (d) The probation period shall be automatically extended by the length of any period of leave without pay greater than thirty (30) working days.

Article 46 – Staffing

- 46.01 The Centre will staff all positions in accordance with this Article.
- 46.02 For positions K and above, vacancies for less than nine (9) months will be posted at the Centre’s discretion. For all other positions, vacancies for less than six (6) months will be posted at the Centre’s discretion.
- 46.03 Employees who have been identified as opting employees are placed on a priority list and will be considered for positions either at their level or at a lower level, for which they qualify, before a position is posted. Employees will remain on the priority list for the duration of their opting status.
- 46.04 An indeterminate employee appointed to a term position shall maintain their indeterminate status. The employee’s substantive position shall also be protected for the duration of the term position.
- 46.05 The following shall apply to positions classified as J and below:

Change in Status

(a) When the Centre needs to fill an indeterminate vacancy and there is at least one term employee, who has completed their probationary period, working in a position with the same job title, the Centre agrees that first consideration shall be given to such employee or employees, provided they meet the qualifications and have received satisfactory performance appraisals.

(i) When more than one term employee has been deemed qualified, selection shall be based on years of service.

(ii) Should no term employee be deemed qualified, the selection processes outlined in this Article shall apply.

46.06 **Competition Process**

Except as provided in clauses 46.03, 46.04, 46.05 and 46.08, the Centre shall post and fill vacant and newly created positions consistent with the following:

(a) Candidates in a pre-qualified pool established through a previous staffing competition may be considered before a similar position is posted. The pre-qualified pool will remain active for a period of 12 months.

(b) The Centre agrees that first consideration will be given to the Centre’s employees when filling vacancies.

(c) The Centre will advertise any vacant position on the Intranet for a minimum period of fourteen (14) days. The notice of the posting shall contain the following information based on the position description:

- i) Classification Level
- ii) Duties of the Position
- iii) Qualifications Required
- iv) Salary Scale
- v) Closing date for receipt of applications
- vi) Hours of Work
- vii) Status

46.07 Selection Process

(a) When filling a position, the Centre will develop a statement of qualifications based on the duties of the position. The merit of candidates shall be determined through a structured evaluation of the following factors which will accurately reflect the duties to be performed:

i. Mandatory Requirements

- Educational and/or certification requirements;
- Language;
- Experience.

ii. Rated Requirements

- Knowledge
- Skills
- Abilities
- Other related requirements

(b) The above factors shall be assigned a pre-determined value and the assessment of these factors shall be done through a review of pertinent documentation as specified herein on the employee's file and, as required, an interview, a written or oral examination or other forms of testing.

(c) All assessments of the candidate's performance during the selection process shall be documented in writing and be retained.

(d) Upon request, an employee shall receive a briefing with feedback on their performance during the selection process.

(e) In cases where it is found that two (2) or more candidates are assessed as equal in meeting the rated requirements for the position, years of service will prevail.

46.08 Program Officer Promotion (POPC)

Clause 46.08 applies only to employees occupying a Program Officer position within the Programs Branch (PO, SPO):

(a) Promotions made through the Program Officer Promotion Committee shall be based on established criteria identified in Appendix B, Progression Guidelines for Program Officers.

(b) On a yearly basis, employees will be eligible to submit their application for candidature.

46.09 As required under the *Employment Equity Act* 1995, the parties agree to meaningful and constructive consultation for the purpose of developing, implementing, modifying and assessing an Employment Equity Plan in the workplace.

46.10 The Centre shall not unreasonably deny requests to participate in secondment opportunities.

Article 47 – Statement of Duties

- 47.01 Upon written request, an employee shall be entitled to a complete and current statement of duties and responsibilities of the employee's position including the position's classification level, and an organization chart depicting the position's place in the organization.

- 47.02 Upon written request, the Union shall be provided a complete and current statement of duties and responsibilities for any and all bargaining unit positions, including classification level and point ratings allotted by factor, and an organization chart depicting the position's place in the organization.

Article 48 – Classification

- 48.01 Each bargaining unit position shall be classified in accordance with the Centre's job evaluation plan in one of the classification bands listed in Appendix A.
- 48.02 When the duties and responsibilities of an employee's position have been substantially modified by the Centre, the Centre shall re-evaluate the position and shall give the employee the classification level in writing. When modification of a position changes the classification level, the Centre will notify the Union of such a change.
- 48.03 When a position is reclassified and new skills or knowledge are required for the employee to perform the duties of the position, the Centre will make every reasonable effort to provide any necessary training during the employee's working hours and at no cost to the employee. If the employee is still considered not qualified to perform the duties of the reclassified position after the training, he or she will be appointed to a position at their previous level for which they meet the requirements and have the competencies if such a position is available. Every attempt will be made to find a position within the area where the employee is presently employed. If a position is not available in that area but one can be found elsewhere within the organization, the employee will be transferred. If such an employee accepts a position at a lower level, the salary protection status will apply. If no positions are available, Article 53, Workforce Adjustment, shall apply.
- 48.04 When the Centre introduces changes to statement of duties or a job description and the employee or the Union does not agree with the classification decision, the employee or his or her Union representative may file a grievance in accordance with Article 16. The grievance will be referred directly to Step 2 of the grievance process.
- 48.05 Changes to the classification plan shall be made with the Union's written consent. If, during the term of this collective agreement, a new classification plan is established and implemented by the Centre, the Centre shall, before applying rates of pay to new levels resulting from the application of the plan, negotiate the rates of pay with the Union. The new rates of pay will be effective retroactively to the date of the implementation of the plan.

Article 49 – Discipline

- 49.01 No disciplinary measure in the form of a notice of discipline, suspension or discharge or in any other form shall be imposed on any employee without just cause.
- 49.02 The parties subscribe to the principles of progressive discipline.
- 49.03 Where an employee is required to attend a meeting on disciplinary matters the employee is entitled to have a representative of the Union attend the meeting. Where practicable, the employee shall receive in writing a minimum of one (1) working day's notice of such meeting as well as its purpose.
- 49.04 When a disciplinary measure is imposed on an employee, the Centre undertakes to notify the employee in writing of the reason for the disciplinary action. The Centre shall endeavour to give such notification at the time the disciplinary measure is imposed.
- 49.05 In the event an employee has elected not to have a Union representative attend a meeting in which written notification of suspension or termination is provided, or in the event that no such disciplinary meeting occurs, the Centre will notify the Union that a suspension or termination of an employee has occurred no later than forty-eight (48) hours after written notification has been given to the employee.
- 49.06 Any document or written statement related to a disciplinary action which may have been placed on a personnel file of an employee will be removed and shall not be referred to or used against an employee after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 49.07 The Centre agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the employee's personnel file which the employee was not aware of at the time of filing or within a reasonable period thereafter.

Article 50 – Employee Performance Review and Assessment

- 50.01 The Centre shall conduct employee performance reviews and assessments
- 50.02 When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to discuss and then sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- 50.03 The Centre representative(s) who assess an employee's performance must have observed or been aware of the employee's performance for at least one half (1/2) of the period for which the employee's performance is evaluated.
- 50.04 An employee has the right to make written comments to be attached to the performance review form.
- 50.05 When an employee disagrees with the assessment and/or appraisal of his or her work, the employee shall have the right to present written counter arguments to those responsible for the assessment and or appraisal decision.
- 50.06 Upon written request of an employee, the personal file of that employee shall be made available for his or her examination.
- 50.07 The Centre agrees that employee performance reviews shall not be conducted for disciplinary purposes.

Article 51 – Severance

51.01 Severance is a benefit that will be payable to an employee if certain requirements are met upon termination of employment.

51.02 Recognized Service

For the purpose of severance calculation, 'recognized' service is:

- (a) Continued employment with the Centre.
- (b) Prior service with the Centre as an indeterminate or term employee for at least six (6) months, that could have been counted if the service had been continuous.
- (c) Service in the Canadian Forces as well as an organization listed under the Schedules of the Financial Administration Act if the employee has transferred directly to the Centre.
- (d) Part-time service other than casual and temporary contracts of less than six months, conditional on the length of service being prorated in proportion to time worked.
- (e) All employment consistent with paragraphs (a) through (d) above shall be included in the calculation of severance, provided there was no break in service exceeding three (3) months.
- (f) Immediate prior service with the Centre as a casual employee provided it is continuous with a period of indeterminate or term employment.
- (g) Any period of leave without pay of more than three (3) consecutive months, other than sick leave, maternity leave or parental leave, shall be excluded from the calculation of service.

51.03 Calculation of Severance Pay

Under the following circumstances, an employee shall receive severance benefits calculated on the basis of the employee's weekly rate of pay:

- (a) Lay-Off
 - i. On the first layoff for the first complete year of continuous service, two (2) weeks pay, or three (3) weeks pay for employees with ten (10) or more and less than twenty (20) years of continuous service, or four (4) weeks pay for employees with twenty (20) or more years of continuous service, plus one (1) week's pay for each additional complete year of continuous service and, in the case of a partial year of continuous service, one (1) week's pay multiplied by the number of days of continuous service divided by 365.
 - ii. On the second or subsequent layoff, one (1) week's pay for each complete year of continuous service and, in the case of a partial year of continuous service, one week's pay multiplied by the number of days of continuous service divided by 365, less any period in respect of which the employee was granted severance pay under subparagraph 51.03(a)(i).
- (b) Release for Incapacity or Incompetence

i. An employee who has completed more than ten (10) years of continuous service and ceases to be employed by reason of release for incompetence will receive one (1) week's pay for each year of continuous service with a maximum benefit of thirty (30) weeks.

ii. An employee who has completed more than one (1) year of continuous service and ceases to be employed by reason of release for incapacity will receive one (1) week's pay for each year of continuous service with a maximum benefit of thirty (30) weeks.

(c) Death

If an employee dies, there shall be paid to the employee's estate, a severance payment in respect of the employee's complete period of continuous service, comprised of one (1) week's pay for each year of continuous service to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

(d) Partial years of service will be prorated to the nearest completed month of employment.

51.04 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous service in respect of which the employee was already granted any type of termination benefit.

51.05 Severance Pay for Voluntary Departures

Severance pay accrual for voluntary departures was discontinued as of July 1, 2012. Employees who elected to bank their accumulated weeks of severance or a portion thereof will be paid based on the rate of pay of the employee's substantive position at the date of termination.

Article 52 – Job Security

- 52.01 The Centre shall make every reasonable effort not to lay-off employees and to ensure that reductions in the workforce are accomplished through attrition. This is subject to the willingness and capacity of individual employees to undergo retraining and accept reassignment.
- 52.02 In the event of a reduction in the workforce, the Centre agrees that the Workforce Adjustment article contained in this collective agreement shall apply.

Article 53 – Workforce Adjustment

53.01 A workforce adjustment is a situation that occurs when the Centre decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, or a relocation in which the employee does not wish to participate.

Principles

53.02 Employees affected by a workforce adjustment situation will be treated equitably and whenever possible, given every reasonable opportunity to continue their career as employees of the Centre.

53.03 Every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the Centre knows or can predict that employment will be available will receive a guarantee of a reasonable job offer. Those employees for whom the Centre cannot provide the guarantee will have access to transitional arrangements.

Definitions

53.04 Affected employee: An indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation.

53.05 Alternation: Occurs when an opting employee who wishes to remain with the Centre exchanges positions with a non-affected employee (or the alternate) willing to leave the Centre with a transition support measure or with an education allowance.

53.06 Guarantee of a reasonable job offer: A guarantee of an offer of indeterminate employment within the Centre provided to an indeterminate employee who is affected by workforce adjustment. The Centre will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the Centre. Affected employees in receipt of this guarantee will not have access to the options available in this Article.

53.07 Opting employee: An indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the Centre and who has one hundred and twenty (120) days to consider the options in this Article.

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.

- 53.09 Retraining: On-the-job training or other training intended to enable affected employees to qualify for known or anticipated vacancies within the Centre. Where there are limited training opportunities, such opportunities shall be offered to affected employees in order of service.
- 53.10 Transition support measure: Option provided to an opting employee for whom the Centre cannot guarantee a reasonable job offer. The transition support measure is a cash payment based on the employee's years of service as per this Article.

Process

- 53.11 The Centre shall carry out effective human resources planning to minimize the impact of workforce adjustment situations on indeterminate employees.
- 53.12 The Centre shall advise and consult meaningfully with Union representatives regarding any workforce adjustment situation.

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.

- 53.13 The Centre shall provide written notice of layoff to each indeterminate employee so affected as far in advance of the layoff as is practicable, but in no case less than four (4) months. Such written notice shall include a description of the options offered to the employee, the date of the layoff and a reference to this Article.
- 53.14 The Centre shall provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict that employment will be available in the Centre. Employees in receipt of this guarantee will not have access to the choice of options set out in this Article.

Where there are insufficient reasonable job offers available to affected employees, such offers shall be made in order of service.

Where the Centre cannot provide a guarantee of a reasonable job offer, the Centre will provide one hundred and twenty (120) days to consider the options outlined in this Article to all opting employees before a decision is required of them.

53.15 Employees must choose, in writing, one from amongst the options provided in accordance with clause 53.25 within one hundred and twenty (120) days of receiving their notice of layoff. The employee cannot change options once he or she has made a written choice.

If an employee fails to select an option, the employee will be deemed to have selected option 53.25 (b) Transition Support Measure.

If a reasonable job offer which does not require relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of the transition support measure or education allowance option, the employee will no longer have access to the options described in clause 53.25.

53.16 The Centre shall protect the indeterminate status of an indeterminate employee appointed to a term position under this article.

53.17 The Centre may layoff an employee at a date earlier than originally scheduled when the affected employee so requests in writing.

53.18 Employees have the right to be represented by the Union in the application of this article.

Relocation of a work unit

53.19 In cases where a work unit or office is to be relocated, the Centre shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

53.20 Following written notification, employees must indicate, within a period of one hundred and twenty (120) days, their intention to move. If the employee's intention is not to move with the relocated position, the Centre can provide the employee with either a guarantee of a reasonable job offer or access to the options set out in this Article.

Retraining

- 53.21 Affected employees are eligible for retraining provided that:
- a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;
 - b. the individual could with a reasonable amount of training meet the minimum requirements set out for the position; and
 - c. there are no other available priority persons who qualify for the position.

The Centre is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the responsible vice-president. The Centre is responsible for informing the employee in a timely fashion if a retraining proposal submitted by

the employee is not approved. Upon request of the employee, feedback regarding the decision will be provided in writing.

Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

While on retraining, an affected employee continues to be employed and is entitled to be paid in accordance with his or her current appointment with the Centre unless the Centre is willing to appoint the employee indeterminately, on condition of successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

When a retraining plan has been approved and the affected employee continues to be employed, the proposed layoff date shall be extended to the end of the retraining period. An employee unsuccessful in retraining will be laid off at the end of the retraining period if the Centre has been unsuccessful in making the employee a reasonable job offer.

Salary Protection

53.22 An opting employee who accepts a position at the Centre during the opting period with a lower maximum rate of pay than the employee's substantive position is subject to salary protection. Employees whose salary is protected will continue to benefit from salary protection until such time as they are appointed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of their substantive position.

Options for Employees

53.23 Voluntary Programs

The Centre shall establish voluntary departure programs for all workforce adjustment situations involving five or more affected employees working at the same group and level and in the same work unit, where such programs will provide for the opportunity for reasonable job offers to be made to affected employees. Such programs shall:

- a) Be the subject of meaningful consultation through the joint union-management consultation committee;
- b) Voluntary programs shall not be used to exceed reduction targets. Where reasonably possible, the Centre will identify the number of positions for reduction in advance of the voluntary programs commencing;
- c) Take place after affected letters have been delivered to employees;
- d) Provide for a minimum of thirty (30) calendar days for employees to decide whether they wish to participate;
- e) Provide employees with options in accordance with clause 53.25;
- f) Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on years of service.

53.24 Alternation

An alternation occurs when an opting employee who wishes to remain in the Centre exchanges positions with a non-affected employee (the alternate) willing to leave the Centre under the terms of this article.

An indeterminate employee wishing to leave the Centre may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation is likely to result in retention of skills required to meet the ongoing needs of the position and the Centre. The Centre will not unreasonably deny such requests.

The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. An alternation should normally occur between employees at the same level.

An alternation must occur on a given date, and there are no provisions for a “domino” effect or for “future consideration”.

53.25 Opting employees shall be given two of the following three (3) transition options:

a. Surplus Period

A period of paid employment of an eight-month duration (the surplus period) with the possibility of partial payment in lieu of the unfulfilled surplus period, beyond the notice period referred to under clause 53.15.

Under this option, employees will remain in their existing position and retain their full status, salary and benefits for eight (8) months while they attempt to secure employment elsewhere within the organization.

Unless the employee secures employment elsewhere within the organization, the employment will be terminated at the end of the surplus period.

If the employee offers to resign before the end of the eight (8) month surplus period, the Centre may authorize the payment of a lump-sum equal to the employee’s pay for the substantive position for the balance of the surplus period, up to a maximum of six (6) months. Termination is effective on the date of resignation, and benefits (including long-term disability insurance and pension accumulation) cease in accordance with existing IDRC policies. For purposes of severance pay, employees choosing this option will be considered as having been laid off.

Approval of pay in lieu of unfulfilled surplus period is at the discretion of the Centre but shall not be unreasonably denied.

The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which the opting employee would have received under Option (b) below.

Option (a) will only be offered where the Centre can provide a guarantee of a reasonable job offer within the eight (8) month surplus period.

Option (a) will not be offered to affected employees in situations where they have already benefitted from that provision during the last twenty-four (24) months.

b. Transition Support Measure:

- i. The employee receives a cash payment based on their continuous years of service at the Centre as follows:

Continuous Years of Service at the Centre	Special Transition Provision (payment in weeks' pay)
0	10
1	22
2	25
3	28
4	32
5	36
6	40
7	44
8	48
9-29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19

- ii. Employees choosing this option will be laid off on a date approved by the Centre which will usually be at the end of the notice period.

- iii. Employees choosing this option will be considered to be laid-off for the purposes of article 51, Severance.
- iv. For employees choosing this option and who are approved for a Pension Waiver under the *Public Service Superannuation Act*, the Special Transition Provision cash payment shall not be greater than the cash payments provided in Appendix C of the National Joint Council Workforce Adjustment Directive.

OR

c. Transition Support Measure with an Education Allowance:

- i. The employee receives the cash payment in accordance with subparagraph 53.25(b)(i) and an education allowance, as a cash payment up to \$16,000 for the reimbursement of receipted expenses for tuition from a recognized learning institution, books and mandatory equipment.
- ii. Employees choosing this option may request a leave without pay, up to a maximum of two (2) years, to attend a recognized learning institution. During this period, employees can choose to continue to participate in benefit plans. By doing so, they must contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan.
- iii. Employees choosing this option will be laid off on a date approved by the Centre which will usually be at the end of the notice period or at the end of the leave without pay period in accordance with subparagraph 53.25(c)(ii).
- iv. Employees who have not provided the Centre with proof of registration from a recognized learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the Centre and will be considered laid-off for the purposes of article 51, Severance.
- v. An employee on leave without pay and who secures alternate employment during the two (2) year period will be deemed to have resigned on the day before the date the alternate employment begins.
- vi. Employees choosing this option are not eligible for a Pension Waiver under the *Public Service Superannuation Act*.

53.26 Opting employees having chosen options (b) or (c) will be entitled to one thousand dollars (\$1,000) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

53.27 An employee who has received a Transition Support Measure or an education allowance, and who is reappointed to the Centre shall reimburse the Centre an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the Transition Support Measure or education allowance was paid. Notwithstanding this, an employee who has received an education allowance will not be required to reimburse tuition expenses and costs of books and mandatory equipment for which he or she cannot get a refund.

53.28 For a period of twelve (12) months following the date of layoff, persons laid off in accordance with this Article will be considered for positions in the Centre in the same manner as internal candidates.

Article 54 – Group Insurance and Retirement Plans

For Head Office employees and Canadian employees working overseas:

- 54.01 Based on the eligibility rules of each plan, all medical, dental and other health insurance programs currently available to the employees will continue in full force and effect and shall be deemed to form part of this agreement.
- 54.02 The terms and conditions of the Public Service Disability Plan, the Public Service Health Care Plan and the Public Service Pension Plan (Superannuation) apply to all employees.
- 54.03 The Centre agrees to maintain the premium sharing arrangements for all benefits in effect upon the date of signing.
- 54.04 The Centre will ensure that employees who are on authorized leave without pay have the opportunity of continuing full benefit coverage for the plans mentioned in this Article as per the administrative arrangements in place under the plan manuals during such a leave of absence.
- 54.05 Employees hired before May 3, 2016 enrolled in the PSMIP - LTD plan (Public Service Management Insurance Plan – Long Term Disability) upon ratification of the collective agreement may remain in that plan. However, they may voluntarily elect to transfer to the DI plan upon request. Once employees are covered by the DI plan, they may not return to the LTD plan.

An employee on leave without pay who elects to stop coverage under the PSMIP – LTD plan may not return to this plan upon return to work and shall thereafter be covered under the DI plan.

- 54.06 Upon request, the Centre shall provide employees who are within one (1) year of retirement information concerning group dental insurance plans available to retirees.

For non-Canadian employees working overseas:

- 54.07 Non-Canadian employees working overseas will be covered under comparable plans as those offered to Canadian employees.

Article 55 – Pay Administration

55.01 **Payment of Salary**

An employee, other than an employee being paid acting pay, is entitled to be paid for services rendered at:

- a) The pay specified in Appendix A for the classification and level of the position to which the employee is appointed.
- b) A new employee will normally be hired at the minimum pay rate of the classification level of the employee's position. The Centre may place a new employee at a higher step on the appropriate scale if said employee has experience performing similar duties. In such cases, placement on the scale will be commensurate with time spent performing such duties elsewhere.
- c) A new employee may be placed above the minimum pay rate in cases where there is a demonstrated shortage of skilled labour in the field involved or when there are unusual difficulties in filling the position with properly qualified candidates. When such circumstances arise, the Centre shall notify the Local prior to placing the new employee on the scale.
- d) The pay increment period will be fifty-two (52) weeks and the pay increment date will be the anniversary date following the pay increment period as calculated from the date of appointment. Upon ratification of the collective agreement, active employees will be considered to have an anniversary date of April 1.
- e) The rates of pay set forth in Appendix A shall become effective on the date specified in this agreement.

55.02 **Pay Increment**

- a) When a pay increment and a pay revision are effective on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.
- b) Where an employee's date of appointment, pay increment or pay revision are effected on the same date, the pay increment shall be applied first, the resulting rate shall be revised in accordance with the pay revision and their rate on appointment shall be established in the revised scale of rates in the new classification level in accordance with the provisions of clauses 55.03, 55.04 or 55.05.

55.03 **Salary Adjustment on Promotion**

- a) The appointment of an employee constitutes a promotion where the maximum rate of pay applicable to the position to which that person is appointed or reclassified exceeds the maximum rate of pay applicable to the employee's substantive level immediately before that appointment.
- b) Upon appointment to a position with a higher maximum rate of pay, the employee shall be placed on the step on the new pay scale that provides the employee an increase of no less

than 5%, not exceeding the maximum of the new salary grid, or to the minimum of the new salary grid, whichever is greater.

- c) Should an employee's appointment consistent with paragraph (b) above happen on the same day as a step increase and / or general economic increase, the step and / or general increase will be applied before the 5% referenced in paragraph (b) above is calculated.

55.04 **Salary Adjustment on Transfer**

On appointment to a position with the same maximum rate of pay, the employee's rate of pay remains unchanged.

55.05 **Salary Adjustment upon Transfer to a Lower Level Position**

- a) Voluntary transfer to a lower level position

The salary upon transfer of an employee who voluntarily accepts a transfer to a lower level is determined as follows:

- i. When the employee's pay exceeds the maximum rate of pay of the new position, the employee's pay is reduced to the maximum rate of pay of the new position, effective on the date the employee takes the new position.
- ii. When the employee's pay falls within the salary scale of the lower level position, the employee is converted to the step on the new pay scale which is closest to but not less than the employee's previous rate of pay.

- b) Reclassification of position to a level with a lower maximum rate of pay

When an employee's position is reclassified to a level with a lower maximum rate of pay than the level at which the employee is being paid, the following rules shall apply:

- i. Prior to a position being reclassified to a level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
- ii. Downward reclassification notwithstanding, an encumbered position is deemed to have retained for all purposes the former classification level. With respect to the rate of pay of the incumbent, the employee shall continue to receive the salary on the same basis as if the employee's position had not been reclassified to a lower level. This shall be cited as salary protection status and is to apply until the position is vacated or until the attainable maximum of the reclassified level, as revised periodically, becomes greater than that applicable, as revised periodically, to the former classification level.
- iii. The Centre will make every reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former level of the position.
- iv. In the event that an incumbent declines an offer of transfer to a position as in subparagraph (iii) above, the incumbent is to be immediately paid at the applicable rate of pay for the reclassified position.

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) 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.

- 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.

55.07 Pay of an employee on termination of acting pay

- a) On termination of acting pay, an employee shall be entitled to pay from the date of termination as if the employee had remained in their classification level in the bargaining unit. The rate so determined shall also be the employee's rate of pay for the purpose of calculating a new rate of pay for any appointment or acting pay which coincides with the termination date.
- b) Where an employee on acting pay or temporary assignment is appointed to the classification level in which the employee is acting or temporarily assigned, the employee shall continue to be paid in that classification level at the rate of pay the employee is receiving and their service in that classification level shall be recognized in determining their increment date.

55.08 Temporary Assignments Outside the Bargaining Unit

- a) When an employee accepts a temporary assignment outside the bargaining unit, the Centre will apply staffing and benefits clauses based on the employee's substantive position.
- b) Wage increases and all other working conditions will be based on Centre policies applicable to excluded employees.

55.09 Death

When an employee dies, the Centre shall pay to the estate of that employee the amount of pay the employee would have received but for their death for the period from the date of the employee's death to the end of the month in which the employee's death occurred.

55.10 Overpayment

When an employee through no fault of their own has been overpaid, the Centre will, before recovery action is implemented, advise the employee of the intention to recover the overpayment. Where the amount of the overpayment is in excess of fifty dollars (\$50) and where the employee advises the Centre that the stated recovery action will create a hardship, arrangements will be made by the Centre to limit the recovery action to no more than ten percent (10%) of the employee's gross pay each period until the entire amount is recovered.

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.

Article 56 – Health and Safety

Policy Statement

56.01 The parties recognize an employee's right to working conditions which show respect for his or her health, safety and physical well-being. The Centre and the Union recognize that the maintenance and development of the employee's general well-being constitute a common objective.

Rights and Obligations

56.02 Centre

In accordance with the *Canada Labour Code*, as amended from time to time, the Centre shall ensure that the health and safety of every employee is protected and that the workplace and workplace procedures meet prescribed safety standards.

56.03 Union

Without limiting the generality of the foregoing, the Union, in co-operation with the Centre, shall encourage employees to work in a safe manner, and shall promote healthy and safe working conditions.

56.04 Employees

Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being. They must also ensure that they do not endanger the health, safety or physical well-being of other persons in or near the workplace.

56.05 There shall be no discipline or threat of discipline for exercising, in good faith, any rights under Part II of the *Canada Labour Code*. No employee shall be found to have acted in bad faith without a full and impartial investigation having first been conducted.

Joint Health and Safety Committees

56.06 The Centre and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, joint health and safety committees will be formed and will operate in accordance with the provisions of the *Canada Labour Code*, Part II.

56.07 The employees appointed to the Joint Health and Safety Committee shall perform the duties assigned to them without loss of salary or benefits.

56.08 Union representatives on Health and Safety Committees shall be provided the necessary training in order to carry out their responsibilities as required by the *Canada Labour Code*, Part II and the Collective Agreement. All time spent in such training shall be deemed to be time at work.

Article 57 – Outside Employment

57.01 Unless otherwise specified by the Centre as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Centre.

Article 58 – Overseas Employees

- 58.01 No change in benefits, premiums or any additional compensation or allowances provided to overseas employees shall be made without the Union's written consent.
- 58.02 All policies and calculations associated with allowances and premiums provided to overseas staff will be made available to employees upon request.
- 58.03 The exchange rate applied by the Centre for compensation of overseas employees shall be reviewed quarterly for the purpose of making currency adjustments according to existing thresholds.
- 58.04 Overseas employees shall be provided a statement every payday itemizing all compensation provided and the amount.
- 58.05 The Centre shall pay for the sending or couriering of insurance claims. The Centre shall also upon request assist employees in submitting their claims.
- 58.06 The Centre shall reimburse reasonable banking fees stemming from the transferring of funds associated with compensation from Canadian to local bank accounts.
- 58.07 Upon request, the Centre shall provide an annual seminar for employees to provide orientation concerning their global compensation package. The Centre agrees to consult meaningfully with the Union on the content of the seminar and resources provided in advance. Time spent in such seminars shall be considered time worked.
- 58.08 The Centre shall maintain its practices with respect to Local holidays and home leave.

Article 59 – Part-Time Employees

- 59.01 Unless otherwise specified in this Agreement, part-time employees benefit from the same entitlements as full-time employees, prorated to the number of hours they work divided by thirty-seven decimal five (37.5).
- 59.02 For part-time employees, overtime is defined as work in excess of seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week, but does not include time worked on a holiday.
- 59.03 Notwithstanding clause 59.01, overtime, call back, standby and shift premium shall not be subject to proration. There shall be no prorating of a “day” for the purposes of bereavement leave.
- 59.04 Designated Paid Holidays

Part-time employees shall not be paid for designated holidays but shall instead be paid four and one-quarter percent (4.25%) for all straight-time hours worked.

Article 60 – Casual Employees and Students

60.01 The following articles do not apply to casual employees and students and the Centre will follow the relevant federal legislation that applies.

Article 18 – Leaves General

Article 20 – Vacation Leave with Pay

Article 21 – Sick Leave

Article 23 – Compensatory Leave for Travel time

Article 24 – Medical and Dental Appointments

Article 25 – Family-Related Responsibility Leave

Article 26 – Bereavement Leave

Article 27 – Court Leave

Article 28 – Leave for Accommodation of Religious Obligation

Article 29 – One-Time Special Paid Leave

Article 30 – Maternity and Parental Leave Without Pay

Article 31 – Compassionate Care Leave Without Pay

Article 32 – Staff Development Leave

Article 33 – Career Development Leave

Article 34 – Leave for Political Activity

Article 35 – Self-Funded Leave

Article 36 – Leave with Income Averaging

Article 37 – Pre-Retirement Transition Leave

Article 38 – Other Leave with or without Pay

Article 44 – Professional Membership Fees

Article 45 – Probation

Article 46 – Staffing

Article 50 – Employee Performance Review and Assessment

Article 51 – Severance

Article 52 – Job Security

Article 53 – Workforce Adjustment

Article 54 – Group Insurance and Retirement Plans

Article 58 – Overseas Employees

Article 59 – Part-Time Employees

60.02 The following articles do not apply to students.

Article 47 – Statement of Duties

Article 48 – Classification

60.03 Casual employees are paid on an hourly basis. Casual employees will be hired at a rate on Appendix A that will be determined in the same manner as for indeterminate employees. This rate will then be converted to an hourly rate.

A casual employee shall be eligible to receive a pay increment when the employee has worked a total of 1950 hours at the Centre. The pay increment date shall be the first (1st) working day following completion of the hours specified.

60.04 Students and co-op students will be paid in accordance with the Federal Student Work Experience Program (FSWEP). The rate of pay and annual increases shall take effect consistent with the rates of pay contained in the Treasury Board FSWEP policy.

Article 61 – Labour Management Joint Consultation

- 61.01 The parties acknowledge the mutual benefits to be derived from joint consultation and shall maintain the current practice of meeting for the purpose of providing joint consultation on matters of common interest. The Joint Union/Management Consultation Committee shall be comprised of an equal number of representatives from both management and the Union.
- 61.02 Should the Union representatives change on the committee, within five (5) days of notification of consultation served by either party, the Union shall notify the Centre in writing of the representatives authorized to act on behalf of the Union on the Joint Union/Management Consultation Committee.
- 61.03 Other individuals may be asked to act as technical advisors, special consultants or experts on specific agenda items provided the Committee co-chairs receive reasonable notice beforehand.
- 61.04 Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 61.05 The subjects that may be determined as appropriate for joint consultation will be by agreement of the parties, without prejudice to the position that either party may wish to take in the future about the desirability of having the subjects dealt with by the provisions of the collective agreement.

Article 62 – Labour Disputes

- 62.01 If employees are prevented from performing their duties because of a strike or lockout on the premises of another employer, the employees shall report the matter to the Centre and the Centre will make reasonable efforts to ensure that such employees are employed elsewhere and that they shall receive the regular pay and benefits to which they would normally be entitled.

Article 63 – Technological Change

63.01 In this Article, technological change means:

(a) The introduction by the Centre of equipment or material of a different nature than that previously utilized;

and

(b) A change in the manner in which the Centre carries on the work that is directly related to the introduction of that equipment or material.

63.02 Except in cases of emergency, the Centre agrees to provide as much advance notice as is practicable, but not less than one hundred and twenty (120) days written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

63.03 As soon as reasonably practicable after notice is given under clause 63.02, the Centre shall consult meaningfully with the Union concerning the effects of the technological change on each group of employees.

63.04 When, as a result of technological change, new skills or knowledge are required in order to perform the duties of his or her substantive position, the Centre will make every reasonable effort to provide any necessary training during the employee's working hours and at no cost to the employee.

63.05 When, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, Article 53, Workforce Adjustment and Article 52, Job Security will apply.

Article 64 – Duration

64.01 This agreement shall expire on March 31, 2021.

64.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date the agreement is ratified.

Article 65 – Contract Reopener

65.01 This agreement may be amended by mutual consent of the parties.

Appendix A – Rates of Pay

April 1, 2018 pay scale

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
O	\$108,685	\$112,206	\$115,841	\$119,593	\$123,467	\$127,466	\$131,595	\$135,857
N	\$98,043	\$101,219	\$104,498	\$107,883	\$111,377	\$114,985	\$118,710	\$122,554
M	\$92,194	\$95,102	\$98,102	\$101,196	\$104,388	\$107,681	\$111,077	
L	\$83,560	\$86,196	\$88,915	\$91,720	\$94,613	\$97,597	\$100,675	
K	\$75,731	\$78,120	\$80,584	\$83,126	\$85,748	\$88,453	\$91,242	
J	\$68,641	\$70,806	\$73,039	\$75,343	\$77,719	\$80,170	\$82,700	
I	\$62,213	\$64,175	\$66,199	\$68,287	\$70,441	\$72,663	\$74,956	
H	\$58,423	\$60,668	\$62,999	\$65,420	\$67,934			
G	\$52,950	\$54,985	\$57,098	\$59,293	\$61,572			
F	\$47,991	\$49,836	\$51,752	\$53,741	\$55,806			
E	\$45,013	\$46,796	\$48,650	\$50,577				
D	\$40,800	\$42,416	\$44,096	\$45,843				
C	\$36,977	\$38,442	\$39,965	\$41,547				
B	\$33,515	\$34,843	\$36,223	\$37,658				
A	\$30,374	\$31,577	\$32,828	\$34,129				

Lump Sum Payment:

All indeterminate and term employees shall receive a one-time lump sum payment of \$1,700 upon ratification.

April 1, 2019 pay scale (1.25% economic increase)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
O	\$110,044	\$113,608	\$117,288	\$121,087	\$125,009	\$129,058	\$133,238	\$137,555	\$141,338
N	\$99,269	\$102,484	\$105,804	\$109,231	\$112,769	\$116,422	\$120,193	\$124,086	\$127,498
M	\$93,346	\$96,291	\$99,328	\$102,461	\$105,693	\$109,027	\$112,465	\$115,558	
L	\$84,605	\$87,273	\$90,026	\$92,866	\$95,795	\$98,817	\$101,933	\$104,737	
K	\$76,678	\$79,096	\$81,591	\$84,165	\$86,820	\$89,558	\$92,383	\$94,923	
J	\$69,499	\$71,691	\$73,952	\$76,285	\$78,691	\$81,173	\$83,734	\$86,036	
I	\$62,991	\$64,978	\$67,028	\$69,142	\$71,323	\$73,573	\$75,893	\$77,980	
H	\$59,153	\$61,426	\$63,786	\$66,237	\$68,783	\$70,675			
G	\$53,612	\$55,672	\$57,812	\$60,034	\$62,342	\$64,056			
F	\$48,591	\$50,459	\$52,399	\$54,413	\$56,504	\$58,057			
E	\$45,576	\$47,381	\$49,258	\$51,209	\$52,617				
D	\$41,310	\$42,946	\$44,647	\$46,416	\$47,692				
C	\$37,439	\$38,922	\$40,464	\$42,066	\$43,223				
B	\$33,934	\$35,278	\$36,676	\$38,129	\$39,177				
A	\$30,754	\$31,972	\$33,239	\$34,556	\$35,506				

April 1, 2020 economic increase: 1.75%

Pay Notes and Conversion to the New Pay Grid

- a) The Centre recognizes that the Centre’s PRAS-based increases shall be implemented in 2018.
- b) Conversion to the new pay grid will take place upon ratification, retroactive to April 1, 2018, after the PRAS increases have been implemented.
- c) Employees will be placed at the level and step on the grid that is nearest to but not less than their salary prior to conversion (post PRAS increase).

- d) The following applies to any employee whose rate of pay exceeds the maximum rate of pay for their classification and level: The base salary of the employee remains the same until such time as the maximum rate of pay of the new position becomes equal to, or higher than the employee's salary.
- e) The Centre agrees to complete the conversion within 120 days of the ratification.

Appendix B – Progression Guidelines for Program Officers

Position	For PO to be promoted to SPO (Level M), employee must at a minimum have:	For SPO to be promoted to SPS (Level N), employee must at a minimum have:
Length of Time	<ul style="list-style-type: none"> Performed at PO level for at least three years, including periods for parental leave. 	<ul style="list-style-type: none"> Performed at SPO level for at least three years, including periods for parental leave.
Education, Experience & Research	<ul style="list-style-type: none"> Ph.D. with three to five years of relevant experience or a Master's degree with five to eight years of relevant experience. Relevant experience includes research management. Record of research and publications obtained prior to IDRC and/or while at IDRC, including at least one peer-reviewed journal article or book chapter. 	<ul style="list-style-type: none"> Ph.D. with eight years of relevant experience or a Master's degree with significant (i.e. normally 10 years or more) relevant experience. Relevant experience includes research management. Significant record of research and publications, including at least one peer-reviewed journal article or book chapter published within the last 5 years.
Performance	<ul style="list-style-type: none"> Performed at a PRAS rating of at least 3 for the two years prior to the application for promotion Performed at a PRAS rating that exceeded a rating of 3 at least once at the PO level.* 	<ul style="list-style-type: none"> Met all the SPO level requirements Performed at a PRAS rating of at least 3 for the two years prior to the application for promotion Performed at a PRAS rating that exceeded a rating of 3 at least once at the SPO level.*
Autonomy & Collaboration	<ul style="list-style-type: none"> Demonstrated ability to work independently while seeking appropriate levels of guidance from a Program Leader or more senior colleague. Demonstrated ability to work collaboratively and effectively within a team towards achieving the Program's priorities and IDRC's strategic objectives. 	<ul style="list-style-type: none"> Demonstrated ability to work with a high degree of independence but in concert with program leadership and management, towards the Program's priorities and IDRC's strategic objectives. Evidence of teamwork, collaboration and leadership in mentoring colleagues and modeling behaviours that enhance team collaboration towards achieving the Program's priorities and IDRC's strategic objectives.

*The parties agree that for the purposes of this sub-clause a « strong 3 » under the PRAS system in effect prior to the implementation of this Appendix will count as a rating “that exceeded a rating of 3”.

<p>Level of Responsibility including Mastery of Key Competencies</p>	<p>As part of the application process, the Committee expects to see evidence of a number of key competencies related to the SPO level, including in the following areas:</p> <ul style="list-style-type: none"> • Communications Demonstrates good interpersonal skills within and outside the Centre and effectively represents the Program and IDRC to external audiences. • Risk management and problem-solving Demonstrates good judgement, risk management skills and problem-solving ability related to projects and other direct responsibilities. 	<p>As part of the application process, the Committee expects to see evidence of a number of key competencies related to the SPS level, including in the following areas:</p> <ul style="list-style-type: none"> • Communications Demonstrates high level of communication skills to a wide range of audiences, such as representing the Program and IDRC at international gatherings. • Risk management and problem-solving Demonstrates excellent judgement, risk management skills and problem-solving ability by repeatedly and successfully solving difficult challenges. • Thought leadership Contributes intellectually and brings new insights to the objectives and strategic plans of the Program. • Building partnerships Demonstrates leadership and a proactive approach towards strengthening teamwork, facilitating processes, and building strategic relationships and partnerships. <p>To assess communication skills, an SPO recommended for an SPS level is required to give a presentation to Programs Branch Management and other colleagues, related to the Program’s priorities.</p>
---	---	--

The Centre agrees that employees subject to this Appendix shall be given the opportunity to demonstrate the key competencies listed above. Employees that are unsuccessful will be provided meaningful feedback.

Rating Guide – Performance

The assignment of performance ratings is part of the PRAS process. In deciding on a rating, the following guidelines are to be applied:

Rating 5 – Exceptional

In this case, the employee maintained a level of performance that was rarely displayed by others, and was unusually significant.

A rating of 5 means that an employee clearly exceeded all the requirements of his position throughout the review period. This rating, which should apply to very few employees, must be fully substantiated with solid examples of the employee's major contributions to the work of the unit or to the mandate of the Centre as a whole.

Rating 4 – Exceeds Expectations

This rating, which should also apply to a limited number of employees, must be clearly supported by examples of how the requirements of the position were exceeded.

Rating 3 – Meets Expectations

This rating, which should be the most widely used, should be applied where an employee's performance was considered to be completely satisfactory in every respect, and represented an important contribution to the Centre.

Rating 2 – Improvement Needed

The employee demonstrated that he was working towards meeting the requirements of the position, but will require additional time to attain the full working-level requirements: some further training or development in some areas is required to that effect. It is anticipated that the employee's performance will improve and that, hopefully, he will meet all of these requirements by the next PRAS exercise.

This rating can happen when an employee is relatively new to an area and is not yet functioning to full capacity or when an employee whose performance previously met all requirements has since faltered.

Rating 1 – Unsatisfactory

The employee has repeatedly failed to meet the requirements of his position.

A rating of 1 means that the employee's performance is so seriously deficient that corrective action must be pursued. The employee's performance and productivity are well below acceptable levels. The performance deficiencies and/or behaviors that are of concern, as well as the specific instances of assistance, guidance and supervision that were provided to address them, should be well documented and described in the PRAS document. Regular and constant feedback should have been given to the employee throughout the review period, and the observations of the supervisor should not be a surprise to the employee. This rating should apply where it is clear that employment may be terminated. The manager should not wait until PRAS time to communicate this message to an employee.

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 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:

Letter of Understanding


The parties agree to strike a committee to discuss processes to enhance transparency, public confidence and integrity in relation to programming.

The committee shall consist of an equal number of Union and Centre representatives. The committee shall meet within one-hundred and twenty (120) days of the date of the signing of the Agreement.

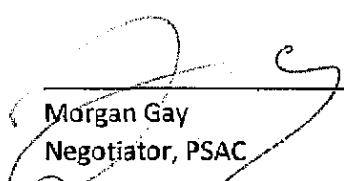
In witness whereof, the parties have signed in Ottawa, this 17 day of December 2018. *Arh*

International Development Research Centre


Public Service Alliance of Canada



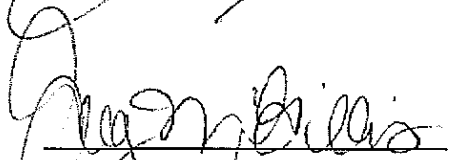
Jean Lebel
President




Morgan Gay
Negotiator, PSAC



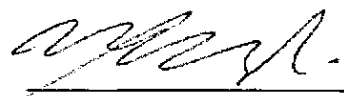
Véronique Duvieusart
Director, Human Resources Division




Greg McGillis
Regional Executive Vice-President
PSAC




David Schwartz
Director, Donor Partnership Division



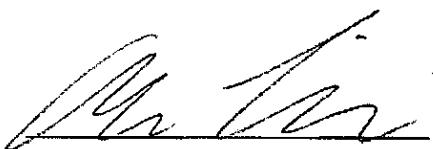
Mano Buckshi
PSAC Local 76000



Robert Binette
Controller, Regional Operations



Adrian Di Giovanni
PSAC Local 76000



Anna Lillicrap
Legal Counsel

Sarah D'Arcy
PSAC Local 76000

Sean Burns
PSAC Local 76000