

COLLECTIVE AGREEMENTS

BETWEEN

THE NATIONAL FILM BOARD OF CANADA

AND

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

ADMINISTRATIVE AND FOREIGN SERVICE CATEGORY

SCIENTIFIC AND PROFESSIONAL CATEGORY

Expiry date: June 30, 2001

TABLE OF CONTENTS

Article 1 Purpose Of Agreement _____	1
Article 2 Definitions _____	1
Article 3 General Provision _____	2
Article 4 Application _____	3
Article 5 Interpretation Of Agreement _____	3
Article 6 State Security _____	3
Article 7 Management Responsibilities _____	3
Article 8 Recognition _____	4
Article 9 Rights Of Employees _____	4
Article 10 Appointment Of Stewards _____	4
Article 11 Time Off For Stewards _____	5
Article 12 Access _____	5
Article 13 Time Off For Institute Business _____	5
Article 14 Information _____	8
Article 15 Bulletin Boards _____	8
Article 16 Check-Off _____	8
Article 17 Designated Holidays _____	9
Article 18 Leave - General _____	10
Article 19 Vacation Leave _____	11
Article 20 Sick Leave _____	13

Article 21	
Special Leave _____	14
Article 22	
Court Leave _____	17
Article 23	
Career Development _____	17
Article 24	
Maternity Leave And Parental Leave _____	19
Article 25	
Injury On Duty Leave _____	27
Article 26	
Severance Pay _____	28
Article 27	
Employee Performance Review And Employee Files _____	29
Article 28	
Employment References _____	30
Article 29	
Posting Of Vacancies _____	30
Article 30	
Appeals _____	31
Article 31	
Technological And Work Procedure Changes _____	31
Article 32	
Publications _____	31
Article 33	
Safety And Health _____	32
Article 34	
Contracting Out _____	32
Article 35	
Seniority _____	32
Article 36	
Joint Consultation _____	33
Article 37	
Grievance Procedure _____	33
Article 38	
Hours Of Work _____	35
Article 39	
Overtime _____	36
Article 40	
Registration Fee _____	37
Article 41	
Pay _____	37

Article 42	
Acting Pay _____	39
Article 43	
Reclassification And Statement Of Duties _____	39
Article 44	
Part-Time Employees _____	40
Article 45	
Agreement Re-Opener _____	41
Article 46	
Duration And Renewal _____	41
Appendix "A "	
Rates Of Pay _____	43
Appendix "B"	
Nfb Posting Policy _____	44
Appendix "C"	
Memorandum Of Understanding _____	46

ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.

1.02 The parties to this Agreement share a desire to improve the quality of services rendered by employees, to maintain professional standards and to promote well-being and increased efficiency. Accordingly, the parties are determined to establish and foster an effective working relationship.

ARTICLE 2

DEFINITIONS

2.01 For the purpose of this Agreement:

- a) "Institute" means the Professional Institute of the Public Service of Canada;
- b) "bargaining unit" means all the employees of the National Film Board in the Administrative and Foreign Service Category, as described in the certificate issued by the Public Service Staff Relations Board on the twentieth (20th) day of September 1968 and all the employees of the National Film Board in the Scientific and Professional Category, as described in the certificate issued by the Public Service Staff Relations Board on the twenty-second (22nd) day of July 1982;
- c) "day of rest" in relation to an employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his/her position other than by reason of his/her being on leave of absence;
- d) "employee" means a person who is a member of one of the bargaining units;
- e) "Employer" means the National Film Board of Canada;
- f) "membership dues" means the dues established pursuant to the constitution of the Institute as the dues payable by its members as a consequence of their membership in the Institute, and shall not include any initiation fee, insurance premium, or special levy;

- g) “continuous employment” as used with respect to leave of absence, has the same meaning as in the existing rules and regulations of the Employer on the date of the signing of this Agreement;
- h) “weekly rate of pay” means an employee’s rate of pay divided by 52.176;
- i) “lay-off” means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- j) “daily rate of pay” means an employee’s weekly rate of pay divided by five (5);
- k) “hourly rate of pay” means an employee’s daily rate of pay divided by his/her normal daily hours of work;
- l) “compensatory leave” means leave with pay in lieu of cash payment for overtime, and such leave with pay will be equivalent in value to the cash payment that would otherwise have been made;
- m) “temporary employee” means, in accordance with clause 2.01 (d), a person hired for a term;
- n) “part-time employee” means, in accordance with the Public Service Staff Relations Act, an employee whose normal scheduled hours of work are less per week than a full time employee;
- o) “continuous position” means a position established for an indefinite period of time and included in the plan of **organization** formulated by the Film Board in accordance with the National Film Act.
- p) “spouse” means a person who: is married to and cohabits with another person; is in a conjugal relationship with but not married to another person, and has cohabited with that person for at least one (1) year; or is in a conjugal relationship with and cohabits with another person but is not married to that person and a child is born or to be born of their relationship, or the two persons have adopted a child together, or one of the two persons has adopted the other person’s child.

ARTICLE 3

GENERAL PROVISION

3.01 It is agreed that working conditions not covered by this Agreement shall be determined by the rules and regulations defined by the National Film Board in the Human Resources Manual. The Employer will consult the Institute on important amendments to be brought to the Manual when related to the employees of the bargaining unit.

3.02 If there is any conflict of interpretation between the provisions of this Agreement and the Human Resources Manual, the provisions of this Collective Agreement shall apply.

3.03 The Employer will deposit a copy of the Human Resources Manual with the Institute, in the NFB Reference Library, in each regional office and with each section head, for employee's consultation.

ARTICLE 4

APPLICATION

The provisions of this Agreement apply to the Institute, the employees and the Employer.

ARTICLE 5

INTERPRETATION OF AGREEMENT

5.01 The parties agree that, in the event of a dispute arising out of the interpretation of a clause or article in this Agreement, such dispute shall in the first instance be referred in writing to the parties, who shall meet within a reasonable time and seek to resolve the problem.

5.02 The English and French texts of this Agreement are both official versions and are equally authoritative.

ARTICLE 6

STATE SECURITY

Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

ARTICLE 7

MANAGEMENT RESPONSIBILITIES

Except to the extent provided herein, this Agreement in no way restricts the authority of those charged with managerial responsibilities at the National Film Board.

ARTICLE 8

RECOGNITION

8.01 The Employer **recognizes** the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the twentieth (20th) day of September 1968, covering all of the employees of the Employer in the Administrative and Foreign Service Category, as well as all employees described in the certificate issued by the Public Service Staff Relations Board on the twenty-second (22nd) day of July 1982 for all of the employees of the Employer classified under the Scientific and Professional Category.

8.02 The Employer **recognizes** that it is a proper function and a right of the Institute to bargain with a view to arriving at a Collective Agreement, and the Employer agrees to bargain in good faith with the Institute, in accordance with the provisions of the Public Service Staff Relations Act.

ARTICLE 9

RIGHTS OF EMPLOYEES

The Employer and the Institute agree that there shall be no discrimination, interference, restriction or coercion exercised or **practiced** with respect to any employee by reason of:

- a) age, marital status, sex, sexual orientation, race, **color**, ethnic origin, creed or lack of creed, membership or non-membership or activity in the Institute nor by reason of his/her exercising a right conferred upon him/her by the present Agreement;
- b) political affiliation, provided that such political affiliation does not contravene with the provisions of the Public Service Employment Act concerning political partisanship.

ARTICLE 10

APPOINTMENT OF STEWARDS

The Employer acknowledges the right of the Institute to appoint stewards from amongst the employees. The Employer and the Institute shall by mutual Agreement determine the geographical area of jurisdiction of each steward, having regard to the plan of **organization** and the distribution of employees at the workplace.

ARTICLE 11

TIME OFF FOR STEWARDS

A steward appointed in accordance with article 10 shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of discussing such complaints or problems directly related to employment and to attend meetings called by management. Such permission shall not be unreasonably withheld.

ARTICLE 12

ACCESS

12.01 The Employer agrees that access to its premises may be allowed to permanent employees of the Institute for the purpose of interviewing an Institute member.

12.02 Permission to hold such meeting shall in each case be obtained from the Employer's Director of Human Resources and such meeting shall not interfere with the operations of the Board.

ARTICLE 13

TIME OFF FOR INSTITUTE BUSINESS

13.01 Public Service Staff Relations Board Hearings

1) Complaints made to the Public Service Staff Relations Board pursuant to Section 23 of the *Public Service Staff Relations Act*.

Where operational requirements permit, the Employer will grant:

- a) leave with pay to an employee who makes a complaint on his/her own behalf, before the Public Service Staff Relations Board, and
- b) leave with pay to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Institute making a complaint.

2) Application for certification, representations and interventions with respect to applications for certification

Where operational requirements permit, the Employer will grant leave without pay:

- a) to an employee who represents the Institute in an application for certification or in an intervention, and
- b) to an employee who makes personal representations with respect to a certification.

3) Employee called as a witness

The Employer will grant:

- a) leave with pay to an employee called as a witness by the Public Service Staff Relations Board, and
- b) where operational requirements permit, leave with pay to an employee called as a witness by an employee or the Institute.

13.02 Arbitration Board and Conciliation Board Hearings

- 1) Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Institute before an Arbitration Tribunal or Conciliation Board.

2) Employee called as a witness

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Tribunal or Conciliation Board and, where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

13.03 Adjudication

1) Employee who is a party

Where operational requirements permit, the Employer will grant to an employee who is a party, leave with pay.

2) Employee who acts as representative

Where operational requirements permit, the Employer will grant leave with pay to the representative of an employee who is a party.

3) Employee called as a witness

Where operational requirements permit, the Employer will grant leave with **pay** to a witness called by an employee who is a party.

13.04 Meeting during the Grievance Process

1) Employee presenting grievance

Where operational requirements permit, the Employer will grant to an employee:

- a) where the Employer originates a meeting with the employee who has presented a grievance, time off with pay when the meeting is held in the headquarters area of such employee and “on duty” status when the meeting is held outside the headquarters area of such employee, and
- b) where an employee who has presented a grievance seeks to meet with the Employer, time off with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

2) Employee who acts as representative

Where an employee who wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant time off with pay to the representative when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

3) Grievance investigations

Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in the headquarters area of such employee and leave without pay when it takes place outside-the headquarters area of such employee.

13.05 Meetings between the Institute and the Employer

Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with the Employer on behalf of the Institute.

13.06 Institute Executive Council Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Executive Council Meetings and Conventions of the Institute.

13.07 Stewards' Training Courses

Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a steward on behalf of the Institute to undertake training related to the duties of a steward.

ARTICLE 14

INFORMATION

14.01 The Employer agrees to supply the Institute on a semi-annual basis with a list containing the following information for employees belonging to the bargaining unit: name, level and employee number of present employees, new employees and employees who have left the unit; date of appointment for new employees; name of employees on leave without pay for more than a month; type of departure for the employees who have left.

14.02 The Employer agrees to supply each employee with a copy of the Collective Agreement.

ARTICLE 15

BULLETIN BOARDS

The Employer will provide specific bulletin board space for the use of the Institute at suitable locations accessible to employees, sites to be determined by the Employer and the Institute, provided that the use of such boards by the Institute shall be restricted to the posting of information relating to the business affairs, meetings, social events and reports of various committees of the Institute, and shall contain nothing that is adverse to the interests of the Employer. Copies of information to be posted shall be supplied to the Employer. The Employer shall have the right to refuse the posting of any information he considers adverse to his interests. The Employer will make available to the Institute specific locations on the premises for the storage of bulk quantities of Institute literature.

ARTICLE 16

CHECK-OFF

16.01 The Employer shall, as a condition of employment, deduct an amount equal to the membership dues from the monthly pay of all employees in the bargaining units.

16.02 The Institute shall inform the Employer in writing of the **authorized** monthly deduction to be checked off for each employee defined in clause 16.01.

16.03 For the purpose of applying clause 16.01, deduction from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

16.04 From the date of signing and for the duration of this Agreement, no employee **organization**, as defined in Section 2(I) of the Public Service Staff Relations Act, other than the Institute, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

16.05 The amounts deducted in accordance with clause 16.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf.

16.06 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of production of appropriate documentation.

16.07 The Institute agrees to indemnify and save the Employer 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 Employer.

16.08 An employee who satisfies the Employer to the extent that he/she declares in an affidavit that he/she is a member of a religious **organization** registered pursuant to the Income Tax Act, whose doctrine prevents him/her as a matter of conscience from making financial contributions to an employee **organization**, and that he/she will make contributions to a charitable **organization** equal to dues, shall not be subject to this article, provided that the affidavit submitted by the employee shows the registered number of the religious **organization** and is countersigned by an official representative of the religious **organization** involved.

ARTICLE 17

DESIGNATED HOLIDAYS

17.01 Subject to clause 17.02, the following days shall be designated holidays for employees:

- a) New Year's Day;
- b) Good Friday;
- c) Easter Monday;
- d) the day fixed by proclamation of the Governor-in-Council for celebration of the Sovereign's Birthday;
- e) Canada Day;
- f) Labour Day;
- g) the day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- h) Remembrance Day;

- i) Christmas Day;
- j) Boxing Day;
- k) one additional day in each year that, in the opinion of the Employer, is **recognized** to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is **recognized** as a provincial or civic holiday, the first Monday in August; and
- l) one additional day when proclaimed by an Act of Parliament as a National Holiday.

17.02 Clause 17.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the designated holiday, except in the case of an employee who is granted leave without pay under the provisions of article 13.

17.03 Holiday Coinciding with a Day of Paid Leave

When a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

17.04 Holiday Falling on a Day of Rest

When a day designated as a holiday under clause 17.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.

ARTICLE 18

LEAVE - GENERAL

18.01 Temporary employees are entitled to paid leave and, at the Employer's discretion, to leave without pay provided in this Agreement. Nevertheless, in all cases, the leave when granted, ends at the **expiry** date of the term of employment. Where eligibility to a leave or to another benefit is based upon return to work for a certain length of time, the temporary employee will be eligible only if his/her term of employment is long enough.

18.02 An employee who, because of his/her religion, is forbidden to work a day where he/she was scheduled, should give the Employer one (1) month's notice. The Employer will grant him/her, at its discretion, a leave without pay or a compensatory leave, if eligible to it under the present Agreement, or a vacation leave or a combination of those leaves, up to a maximum of three (3) days per year.

18.03 When an employee has had approval in the same year for different leaves of absence of less than three (3) months (leave without pay for the care and nurturing of preschool age children, leave without pay for personal needs, leave without pay to accompany spouse, educational leave, leave without pay except for maternity and parental), which in total is equivalent to a period of more than three (3) months, these leaves shall be deducted from the

calculation of “seniority” and of “continuous employment” or “service”, as applicable, for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall not be counted for merit increase purposes.

ARTICLE 19

VACATION LEAVE

19.01 Accumulation of Vacation Leave

An employee shall earn vacation leave at the following rates for each calendar month in which he/she has earned at least ten (10) days’ pay and is not on retiring leave:

- a) One and one-quarter ($1\frac{1}{4}$) day a month (three weeks per full fiscal year) until the month in which he/she completes eight (8) years of service;
- b) One and two-thirds ($1\frac{2}{3}$) day a month (four weeks per full fiscal year) commencing with the month in which he/she completes eight (8) years of service;
- c) Two and one-twelfth ($2\frac{1}{12}$) days a month (five weeks per full fiscal year) commencing with the month in which he/she completes eighteen (18) years of service;
- d) Two and one-half ($2\frac{1}{2}$) days a month (six weeks per full fiscal year) commencing with the month in which he/she completes twenty-nine (29) years of service;

19.02 For the purpose of clause 19.01 only, all service as employee at the National Film Board and/or within the Federal Public Service, whether continuous or discontinuous, shall count toward vacation leave, except where a person takes or has taken severance pay, on leaving the NFB or the Public Service.

19.03 Granting of Vacation Leave

- a) Vacation leave shall be granted in the fiscal year in respect of which it was earned.
- b) The Employer may at its discretion grant an employee vacation leave equivalent to vacation leave credits which would accrue to him/her during the remainder of the fiscal year. On termination of employment other than by death or lay off, leave taken in excess of earned leave credits shall be recoverable.
- c) The employee informs in writing, the Employer of his/her request for vacation leave as soon as possible.
 - 1) If the leave request is for a vacation period between June 15 and September 30, the request must be made during the month of April in which case, the Employer informs the employee of the decision by May 10 at the latest.

- 2) If the leave request is for a vacation period outside the period from June 15 to September 30, the request must be made to the Employer at least two (2) months before the dates requested when the leave requested is for more than five (5) days, in which case the Employer will inform the employee of its decision in the week following the request.
- d) The Employer informs the employee of the decision to grant or not to grant the vacation leave **on the** proposed dates as soon as possible after the request has been received.
- e) Operational requirements as defined by the Employer being the decisive criterion when granting vacation leave, seniority will be used as the second criterion when schedules of vacation are conflicting and when the employee has filed his/her request during the month of April.

19.04 When operational requirements permit, the Employer may grant an employee who has accumulated at least six (6) months of “continuous employment”, a vacation leave equivalent to the number of days earned.

19.05 In scheduling vacation leave for an employee, the Employer shall, subject to operational requirements, make every reasonable effort to accommodate the employee.

19.06 Recall from Vacation Leave

Where, during any period of vacation leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses, as normally defined by the Employer, that he/she incurs:

- a) in proceeding to his/her place of duty, and
- b) in returning to the place from which he/she was recalled if he/she immediately resumes vacation upon completing the assignment for which he/she was recalled,
- after submitting such accounts as are normally required by the Employer.

19.07 An employee must not be considered as being on vacation leave during any period in respect of which he/she is entitled under clause 19.06 to be reimbursed for reasonable expenses incurred by him/her.

19.08 When an employee dies or terminates his/her employment, he/she or his/her estate shall be paid an amount equal to the product obtained by multiplying the number of days or earned but unused vacation, by the daily rate of pay applicable to the employee immediately before the employment is terminated.

19.09

- a) A carry-over of vacation leave to the next fiscal year will only be granted when the employee justifies an exceptional case acceptable to the Employer. Such carried-over vacation leave which could never exceed ten (10) days, should be taken during the following fiscal year and

will be paid at the rate of pay effective when they were earned. Under no circumstances, an employee will be able to carry over vacation leave two years in a row.

- b) Carried-over vacation leave, when the Employer has refused during the year the employee's request or requests and has not been able to grant them at another time because of operational requirements, should be taken during the following fiscal year and will be paid at the rate of pay effective when they are taken.

19.10 Where, in respect of any period of vacation leave, an employee is granted:

- a) bereavement leave, or
- b) leave with pay because of illness in the immediate family, or
- c) sick leave on production of a medical certificate, or
- d) is granted court leave under article 23,

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

19.11 Cancellation of Vacation Leave

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

ARTICLE 20

SICK LEAVE

20.01 An employee shall earn sick leave credits at the rate of one and a quarter (1 1/4) days for each calendar month for which he/she receives pay for at least ten (10) days and is not on retiring leave.

20.02 Granting of Sick Leave

An employee is eligible for sick leave with pay when he/she is unable to perform his/her duties because of illness or injury provided that:

- a) he/she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and

b) he/she has the necessary sick leave credits.

20.03 Unless otherwise informed by the Employer, a statement signed by the employee describing the nature of his/her illness or injury and stating that because of this illness or injury he/she was unable to perform his/her duties shall, when delivered to the Board, be considered as meeting the requirements of **20.02(a)**, if the leave so requested does not exceed five continuous days, or a total of ten **(10)** days in a fiscal year.

20.04 An employee is not entitled to sick leave with pay during any period in which he/she is on leave of absence without pay or under suspension.

20.05 When an employee is granted sick leave with pay and injury on duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

20.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause **20.02**, sick leave with pay may, at the discretion of the Employer, be granted:

- a) for a period of up to twenty-five **(25)** days if he/she is awaiting a decision on an application for injury-on-duty leave, or
- b) for a period of up to fifteen **(15)** days if he/she has not submitted an application for **injury-on-duty** leave, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

20.07 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, he/she shall be granted sick leave and his/her compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.

20.08 When the employment of an employee who has been granted more sick leave with pay than he/she has earned is terminated by death, the employee is considered to have earned the amount of sick leave with pay granted to him/her.

ARTICLE 21

SPECIAL LEAVE

21.01 Five **(5)** days special leave shall be allowed to an employee on the occasion of his/her marriage, when the employee is returning to work at the Film Board following marriage provided he/she has completed one **(1)** year of service.

21.02 Special leave shall be granted in the case of death in the employee's immediate family (father, mother, stepfather, stepmother or foster parent, father-in-law, mother-in-law, brother, sister, child, including stepchild and ward of the employee, spouse, including Common Law spouse and child of Common Law spouse - or relative living with the employee. The amount of leave granted should be reasonable in view of circumstances which should be made clear in the application. As a general rule, leave is limited to four (4) days unless extra time is required for **traveling** or to attend to business matters arising out of the death and devolving upon the employee.

21.03 An employee is entitled to one (1) day's special leave for the purpose related to the death of his/her grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

21.04 If, during a period of compensatory leave, an employee is bereaved in circumstances under which he/she would have been eligible for leave under clause 21.02 and 21.03, he/she shall be granted leave and his/her compensatory leave credits shall be restored to the extent of any concurrent leave granted.

21.05 The Employer may grant leave with or without pay for purposes other than those specified in this Agreement including:

- a) settling of an estate;
- b) writing of examinations;
- c) receiving a university degree;
- d) veteran's examination.

21.06 Leave without pay for the long-term care of a parent

An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including stepparents or foster parents, in accordance with the following conditions:

- a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- b) leave granted under this Clause shall be for a minimum period of three (3) weeks,
- c) the total leave granted under this Clause shall not exceed five (5) years during an employee's total period of employment at the NFB and the conditions of clause 24.24 apply for leaves of more than three (3) months;
- d) leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery;
- e) leave granted under the clause except if less than three (3) months, shall be deducted from the calculation of seniority and of "continuous employment" for the purpose of calculating severance pay and vacation leave.

21.07 Without restricting clause **21.05**, leave without pay will be granted for personal needs as follows:

- a) subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
- b) subject to operational requirements, leave without pay of more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
- c) an employee is entitled to leave without pay for personal needs only once under each of (a) and (b) of this clause during his/her period of employment at the National Film Board. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer;
- d) the period of leave without pay granted under (b) of this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave.

21.08 Leave Without Pay to Accompany Spouse

- a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.
- b) The period of leave without pay granted under this clause shall be deducted from the calculation of “continuous employment” for the purpose of calculating severance pay and vacation leave except where the period of such leave is less than three (3) months.

21.09 Leave With Pay for Family Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse (including Common Law spouse resident with the employee), dependent children (including children of legal or Common Law spouse), parents (including step-parents or foster parents) or any relative, residing in the employee’s household or with whom the employee permanently resides.
- b) At the request of an employee, leave with pay for family related responsibilities may be granted as follows:
 - 1) up to one-half (1/2) day of leave with pay to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies; the employee who requests a leave pursuant to this clause should make every reasonable effort to schedule these appointments to **minimize** or preclude his/her absence from work;
 - 2) up to two (2) consecutive days of leave with pay for the temporary care of a sick member of the employee’s family and to provide the employee with time to make alternate care arrangements where the illness is of a longer duration;

- 3) one (1) day's leave with pay for needs directly related to the birth of his/her child. This leave may be divided into two (2) periods and granted on separate days;
- 4) to an employee, one (1) day's leave with pay for needs directly related to the adoption of a child. This leave may be divided into two (2) periods and granted on separate days.
- c) The total leave with pay which may be granted under both (b) (1) and (2) combined shall not exceed five (5) days in a fiscal year.

ARTICLE 22

COURT LEAVE

The Employer shall grant leave with pay to an employee, other than an employee on leave of absence without pay, on retirement leave or under suspension who is required:

- a) to serve on a jury; or
- b) by subpoena or summons to attend as a witness in any proceeding held:
 - 1) in or under the authority of a court of Justice or before a Grand Jury,
 - 2) before a court, judge, justice magistrate or coroner,
 - 3) before the Senate or House of Commons of Canada or a Committee of the Senate or House of Commons otherwise than in the performance of the duties of **his/her** position,
 - 4) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is **authorized** by law to compel the attendance of witnesses before it, or
 - 5) before an arbitrator or umpire or a person or body of persons **authorized** by law to make an inquiry and to compel the attendance of witnesses before it.

ARTICLE 23

CAREER DEVELOPMENT

23.01 Educational leave

- a) An employee may be granted education leave for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a **recognized** institution for additional or special studies in some field of education in which special preparation is needed to enable

him/her to fill his/her present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

- b) Education leave may be with full pay, with partial pay or without pay at the discretion of the Employer and depending on such factors as the duration of the course, its relatedness and value in terms of the employee's anticipated role at the Board and also the nature of the Employer's staff requirements in the occupational area concerned.
- c) As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted. If the employee, except with the permission of the Employer,
 - 1) fails to complete the course,
 - 2) does not resume employment with the Employer on completion of the course, or
 - 3) ceases to be employed before termination of the period he/she has undertaken to serve after completion of the course.

he/she shall repay the Employer all salary paid to him/her under this clause during the education leave or such lesser sum, as shall be determined by the Employer.

23.02 Attendance at Conferences and Conventions

- a) In order that each employee shall have the opportunity for an exchange of knowledge and experience with his/her professional colleagues, **the** employee shall have the right to apply to attend a reasonable number of conferences or conventions related to his/her field of **specialization**. The Employer may grant leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary and operational constraints as determined by the Employer.
- b) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status.
- c) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his/her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his/her payment of registration fees and reasonable travel expenses.
- d) An employee shall not be entitled to any compensation under article 39 (Overtime) in respect of hours he/she is in attendance at or **traveling** to or from a conference or convention under the provisions of this clause.

23.03 Professional Development

- a) The parties to this Agreement share a desire to improve professional standards by giving employees the opportunity on occasion:
- 1) to participate in seminars, workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields, or
 - 2) to conduct research or to perform work related to their normal research programs in institutions or locations other than those of the Employer.
- b) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- c) When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- d) An employee selected for professional development under this clause will continue to receive his/her normal compensation including any increase for which he/she may become eligible. The employee shall not be entitled to any compensation under article 39 (Overtime) while on professional development under this clause.
- e) An employee on professional development under this clause may be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems appropriate.

23.04 Examination Leave

Leave of absence with pay to write examinations may be granted by the Employer to an employee who is not on educational leave. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his/her qualification.

ARTICLE 24

MATERNITY LEAVE AND PARENTAL LEAVE

24.01

- a) A pregnant employee who presents a medical certificate attesting that her working conditions represent a danger for her physical health or for the physical health of her unborn child, may ask to temporarily be assigned to a position exempt of this danger, for the duration of her pregnancy. The medical certificate shall **specify** the nature of the danger. The Employer may request a confirmation of this danger by a physician of its choice.

- b) The employee will be assigned to a position exempt of this danger until the answer of the Employer's physician is known.
- c) If the danger is confirmed by the Employer's physician, the Employer will make all reasonable efforts to agree with the employee's request within a reasonable delay.
- d) In the case where the normal work week would be reduced, the employee shall be paid for the number of hours worked.
- e) If the pregnant employee refuses to be assigned to the position proposed by the Employer, the employee may be **authorized** to take a leave without pay.

24.02 Maternity Leave without Pay

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 seventeen (17) weeks after the termination date of pregnancy.

24.03 Notwithstanding clause 24.02:

- 1) where the employee's new-born child is **hospitalized** within the period defined in clause 24.02 above;
and
- 2) where the employee has proceeded on maternity leave without pay and then, upon request and with the concurrence of the Employer, returns to work for all or part of the period during which her new-born child is **hospitalized**;

the period of maternity leave without pay defined in clause 24.02 above may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's **hospitalization** during which the employee returned to work, to a maximum of seventeen (17) weeks.

The extension described in this clause shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

24.04 At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

24.05 An employee who has not commenced maternity leave without pay may elect to:

- A) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
- B) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in the Sick Leave Article. For purposes of this clause, illness or injury as defined in the Sick Leave Article shall include medical disability related to pregnancy.

24.06 An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur.

24.07 The Employer will facilitate the employee's participation in fringe benefits to which she subscribes.

24.08 On returning to duty, the employee shall reintegrate the position she was occupying prior to her maternity leave and be paid at the salary and classification of that position.

24.09 Subject to clause 24.08 and by mutual consent, an employee may be permitted to work on a part-time basis and be remunerated accordingly during a period of six (6) months following the date of termination of the pregnancy.

24.10 Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave and subject to the provisions of article 35, shall be **recognized** for the purpose of calculating seniority. Time spent on such leave shall be counted for annual merit increase purposes in accordance with article 41.

24.11 Subject to the approval of the Canada Employment and Immigration Commission and notwithstanding any other provision of this Collective Agreement, an employee on leave under this clause shall earn sick leave as if she had received pay for at least ten (10) days in each calendar month.

24.12 Maternity Allowance

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 clause 24.13, provided that she:

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
- (ii) provides the Employer with proof that she has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to section 22 of the *Employment Insurance* Act in respect of insurable employment with the Employer;
and
- (iii) has signed an agreement with the Employer stating that:
 - A) she will return to work on the **expiry** date of her maternity leave without pay unless this date is modified with the Employer's consent;
 - B) within eighteen (18) months following her return from maternity leave without pay, she will work an amount of hours paid at straight-time calculated by

multiplying the number of hours in the work week on which her maternity allowance was calculated by twenty-six (26);

- C) should the employee fail to return to work as per the provisions of sub-clauses A) and B) for reasons other than death, lay-off or having become disabled as defined in the **Public Service Superannuation Act**, the employee **recognizes** that she is indebted to the Employer for the amount received as a maternity allowance, proportionate to the amount of hours not worked in relation to the hours to be worked as specified in sub-clause B) above.

(iv) for the purpose of sub-clause B), periods of leave with pay shall count as time worked.

24.13 Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

- A) where an employee is subject to a waiting period of two (2) weeks before receiving EI maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other moneys earned during this period;
and
- B) for each week that the employee receives a pregnancy benefit pursuant to section 22 of the **Employment Insurance Act**, the difference between the gross weekly amount of the EI benefit she is eligible to receive and ninety-three per cent (93%) of her weekly rate of pay less any other moneys earned during this period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

24.14 The maternity allowance to which an employee is entitled is limited to that provided in clause 24.13 and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the **EI Act**.

24.15 The weekly rate of pay referred to in clause 24.13 shall be:

- A) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
- B) 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 sub-clause A) 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.

24.16

- A) The weekly rate of pay referred to in clause 24.15 shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

- B) Notwithstanding sub-clause A), and subject to clause 24.15 B), 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.

24.17 Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

24.18 Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

24.19 Special Maternity Allowance for Totally Disabled Employees

a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in clause 24.12(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or **the Government Employees Compensation Act** prevents her from receiving EI maternity benefits;

and

- (ii) has satisfied all of the other eligibility criteria specified in clause 24.12 except clauses 24.12(ii) et 24.12(iii);

shall be paid, in respect of each week of maternity allowance not received for the reason described in clause 24.19a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the **Government Employees Compensation Act**.

- b) An employee shall be paid an allowance under this clause and under clause 24.12 for a combined period of no more than the number of weeks during which she would have been eligible for pregnancy benefits pursuant to section 22 of the **EI Act** had she not been disqualified from EI maternity benefits for the reasons described in clause 24.19a)(i) above.

24.20 Parental Leave without Pay

A) An employee who becomes a parent through the birth of a child or the adoption of a child below the age of majority shall, upon request, be granted parental leave without pay for a single period of up to twenty-four (24) consecutive weeks beginning on or after the date of the child's birth or the date of acceptance of custody of the child for adoption.

B) The period of parental leave without pay shall end:

- (1) where the period of maternity leave without pay as described in clause 24.02, is followed by a period of parental leave without pay taken by the employee, or in the case of a **NFB** couple, by the employee's spouse, no later than forty-one (41) weeks after the child is born;

- (2) where the period of maternity leave without pay is extended as described in clause 24.03, is followed by a period of parental leave without pay taken by the employee, or in the case of a **NFB** couple, by the employee's spouse, no later than fifty-two (52) weeks after the day the child is born;
and
 - (3) in all other cases, no later than twenty-four (24) weeks after the day the child is born or the acceptance of custody of the child for adoption.
- C) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the child or as soon as the application for adoption has been approved by the adoption agency.
- D)
- (1) The Employer may require an employee to submit a birth certificate or proof of adoption for the child.
 - (2) Parental leave without pay taken by a **NFB** couple shall not exceed a total of twenty-four (24) weeks for both employees combined.
- E) Leave granted under this clause shall count for the calculation of **continuous employment** for the purpose of calculating severance pay and vacation leave. Time spent on such leave shall count for merit increase purposes,

24.21 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 sub-clause **b)** below, providing he or she:
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay;
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of Employment Insurance (EI) parental benefits pursuant to section 23 of the **Employment Insurance Act** in respect of insurable employment with the Employer;
and
 - (iii) has signed an agreement with the Employer stating that he or she:
 - A) will return to work on the **expiry** date of his or her parental leave without pay, unless this date is modified with the Employer's consent;
 - B) within eighteen (18) months of his or her return from parental leave without pay, the employee will work an amount of hours paid at **straight-time** calculated by multiplying the number of hours in the work week on which the parental allowance was calculated by twenty-six (26);

commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in A) above 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.

- (iv)
 - A) The weekly rate of pay referred to in (iii) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
 - B) Notwithstanding clause A), and subject to clause (iii)B), 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.
- (v) Where an employee becomes eligible for a merit increase or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (vi) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

24.22 Special Parental Allowance for Totally Disabled Employees

- a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in clause 24.21a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the **Government Employees Compensation Act** prevents the employee from receiving EI parental benefits; and
 - (ii) has satisfied all of the other eligibility criteria specified in clause 24.21a) except clauses 24.21a)(iii)A) et 24.21a)(iii)B);

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in sub-clause (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 under the DI Plan, the LTD Plan or via the **Government Employees Compensation Act**.
- b) An employee shall be paid an allowance under this clause and under clause 24.21 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to section 23 of the **EI Act**, had the

employee not been disqualified from EI parental benefits for the reasons described in sub-clause a)(i) above.

24.23 Leave Without Pay for the Care and Nurturing of Pre-school Age Children

- a) At the request of an employee, leave without pay in one (1) or more periods to a total maximum of five (5) years during an employee's total period of employment at the National Film Board shall be provided for the care and nurturing of pre-school age children. This leave cannot be used to transform a full time job into a part time job without the consent of the Employer.
- b) Leave without pay which is for a period of more than three (3) months, granted under this clause, shall be deducted from the calculation of "continuous service" for the purpose of calculating severance pay and vacation leave for the employee involved.

24.24 Leave

Conditions which will be applied to long term leave such as a leave granted in accordance with clause 24.23(b) are as follows:

- a) When operational requirements as determined by the Employer **permit**, the same position will be guaranteed to the employee upon his/her return from leave if the position still exists;
- b) When operational requirements as determined by the Employer do not permit:
 - 1) the employee will have a priority of appointment of one year starting at the **expiry** date of the leave without pay for positions at the same, equivalent or lower level within the same branch, and
 - 2) a priority of consideration of one year starting at the **expiry** date of the leave without pay for all other positions to which the employee has access and meets selection standards.

ARTICLE 25

INJURY ON DUTY LEAVE

An employee shall be granted injury on duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Provincial Workmen's Compensation Board that he/she is unable to perform his/her duties because of:

- a) personal injury accidentally incurred in the performance of his/her duties and not caused by the employee's **willful** misconduct,
- b) sickness resulting from the nature of his/her employment, or

c) over-exposure to radioactivity or other hazardous conditions in the course of his/her employment,

if the employee agrees to pay to the Receiver General of Canada any claim received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or exposure.

Where the absence, as a result of injury on duty is less than the applicable Provincial Workmen's Compensation Board waiting period, an employee may be granted injury-on-duty leave during the applicable waiting period providing the employee satisfies the Employer that he/she was unable to perform his/her duties.

ARTICLE 26

SEVERANCE PAY

26.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

26.02 In the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first and one (1) week's pay for each succeeding completed year of continuous employment, less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.

26.03 In the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.

26.04 An employee who has ten (10) or more years of continuous employment is, subject to clause **26.05**, entitled to be paid on resignation from the Public Service severance pay equal to the amount obtained by multiplying half of his/her weekly rate of pay on resignation by the number of completed years of his/her continuous employment to a maximum of twenty-six (26) years, less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.

26.05 Upon retirement, an employee who is entitled to an immediate annuity, or an employee who is entitled to an immediate annual allowance under the Public Service Superannuation Act shall be paid severance pay of one (1) week's pay for each complete year of continuous employment, and for every part of year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment and divided by three hundred sixty five (365), up to a maximum of thirty (30) weeks' pay, less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.

26.06 If an employee dies, there shall be paid to his/her estate an amount determined in accordance with clause 26.05 regardless of any other benefit payable.

26.07 Rejection of Probation

An employee who has more than one (1) year of continuous employment, and who ceases to be employed for reason of rejection during his/her probationary period immediately following a second or subsequent appointment, shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of continuous employment as of that date to a maximum of twenty-seven (27) years, less any period in respect of which he/she was paid severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.

26.08 Release for Incapacity

On release for incapacity, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of release for incapacity, the employee shall be entitled to one (1) week's pay for each complete year of continuous employment to a maximum of twenty-eight (28) weeks, less any period in respect of which he/she was granted severance pay, retiring leave or cash gratuity in lieu thereof by the Employer.

ARTICLE 27

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

27.01 The Employer will evaluate the performance of each employee, normally once (1) a year.

27.02 An employee shall be given an opportunity to see the formal appraisal form of his/her performance and to discuss it with his/her supervisor. The appraisal form shall be signed by the employee and his/her supervisor. If comments or amendments are added during the review process by the hierarchical supervisor, the appraisal form shall be presented again to the employee for his/her signature. An employee shall also be given an opportunity to see and sign all adverse reports pertaining to the performance of his/her duties in his/her current position, which are placed on his/her file at the time of filing or within a reasonable period thereafter. A copy of the formal appraisal form or report will be provided to him/her at that time.

27.03 When there is a disagreement between the Employer and the employee about the appraisal, the employee may put down his/her comments in writing. Upon request of the employee, these comments will be filed in his/her personal file with his/her appraisal.

27.04 The employee may ask for a meeting with his/her supervisor in order to discuss again his/her evaluation. At this time, he/she may be accompanied by a union representative.

27.05 Upon request of an employee, the file of that employee may be made available for his/her examination in the presence of an **authorized** representative of the Employer. He/she may, if he/she wishes, be accompanied by a representative of the Institute or **authorize**, in writing, the Institute to examine his/her file on his/her behalf.

27.06 Upon written request from any employee, notice of disciplinary action which may have been placed on the file of that employee shall be destroyed after two (2) years have elapsed since the disciplinary action took place provided that no further occurrence of disciplinary action has been recorded during this subsequent period.

27.07 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

ARTICLE 28

EMPLOYMENT REFERENCES

Personal references shall be given to a prospective Employer on application by such Employer, indicating length of service, principal duties and responsibilities, and performance of such duties provided that the Employer may withhold such references until receipt of written authority from the employee or former employee.

ARTICLE 29

POSTING OF VACANCIES

29.01 In accordance with Appendix "B", the Employer will post all notices for vacant positions of one (1) year or more to be filled within the bargaining unit. Such notices shall give employees a period of ten (10) working days for submitting an application. The Employer will acknowledge receipt of every application and will inform the employee of the probable date of selection. If no selection has been made by the date mentioned, the Employer will inform the employee of the change in the probable date of selection.

29.02 Other than for exceptions provided for in Appendix "B", when the Employer does not intend to post a vacancy for a position within the bargaining units, it will inform the Institute and seek its agreement.

29.03 The Employer agrees to provide the Institute with a copy of all these notices.

ARTICLE 30

APPEALS

30.01 With the exception of lateral transfers and appointments to the first level of classification, appointments to a position within the bargaining unit may be the subject of an appeal. Under this procedure, the employee may direct his/her appeal to the Director of Human Resources within five (5) working days from the date he/she is advised that he/she has not been selected for the position.

30.02 The employee shall have the right to assistance by a representative of the Professional Institute of the Public Service of Canada and the Employer shall, at the written request of the employee, provide such employee with a written statement of the reasons for a particular decision. No appointment from inside or outside the Board will be made until appeals lodged by employees are heard and disposed of.

ARTICLE 31

TECHNOLOGICAL AND WORK PROCEDURE CHANGES

31.01 Within a reasonable period of time before the introduction of a major change or improvement in structures resulting in major changes in working procedures, the Employer will inform the Institute in writing of its intentions and provide it with the appropriate documentation.

3 1.02 In the event of major technological improvements or important structural modifications resulting in major changes in working procedures, the Employer will consult with the Institute in order to devise a process of adaptation for the purpose of assisting the employees concerned to adapt to the said improvements or modifications.

ARTICLE 32

PUBLICATIONS

The Employer agrees to continue the present practice of ensuring that employees have ready access to all publications considered necessary to their work by the Employer.

ARTICLE 33

SAFETY AND HEALTH

The Employer shall continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Institute and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

Moreover, the Employer agrees to maintain the Health and Safety Committee of the National Film Board with a representative from the Professional Institute having the same rights and privileges as other union representatives on that Committee.

ARTICLE 34

CONTRACTING OUT

The Employer will continue past practice in giving all reasonable consideration to continued employment in the Employer's service to employees whose services to the Employer would otherwise become redundant because work is contracted out or because of lack of work or a discontinuance of a function by the Employer, in whole or in part.

ARTICLE 35

SENIORITY

35.01 The seniority of an employee is measured by the length of his/her employment at the National Film Board.

35.02 Seniority is not interrupted by paid leave or leave without pay except for leave provided in clauses 21.06(b), 21.07(b) and 24.23(b). In these cases, seniority is frozen and does not add up during the leave.

35.03 The Employer will communicate upon signature of the Agreement, the list of employees in each category along with their employment date at the National Film Board.

ARTICLE 36

JOINT CONSULTATION

36.01 The parties acknowledge the mutual benefits to be derived from consultation and are prepared to establish a consultation committee within thirty (30) days, following the request of **either party**, for the purpose of consulting on matters which affect the working conditions of the employees in one or the other of the bargaining units.

36.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties. Without restricting the scope of this article, there will be consultation on career development including career progression and modalities of application of mobility.

ARTICLE 37

GRIEVANCE PROCEDURE

37.01 Subject to and as provided in Section 91 of the PSSR Act, an employee who feels that he/she has been treated unjustly or considers himself, herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process, is entitled to present a grievance in the following way:

Step 1 - The grievance should be submitted through the immediate supervisor and should be addressed to the first level of management **authorized** to represent the Employer with respect to grievances. After the grievance has been examined and a decision reached by management, its reply will be indicated on the grievance form and communicated to the employee.

Step 2 - In the event that the grievance is not settled at the preceding step, the employee may refer it to his/her Branch Director for further review, submitting it through his/her immediate supervisor. After the grievance has been considered by management, its reply will be indicated on the grievance form and communicated to the employee.

Step 3 - In the event that the grievance has not been settled to the satisfaction of the employee at the Branch Director level, the employee may refer it to the Government Film Commissioner, submitting it through his/her immediate supervisor. The Government Film Commissioner will render a decision and communicate it to the employee.

37.02 Time Limits

An employee must submit his/her grievance within twenty (20) working days from the date on which he/she was informed, or otherwise became aware of the action or circumstances that gave rise to the grievance. When referring a grievance to the next higher level, the employee must do so not later than the tenth working day after he/she received a reply at the preceding step. At each level he/she will receive an acknowledgment from the immediate supervisor that the grievance has been received. The time limit at each step between the date the employee lodges his/her grievance and the date by which he/she has been given a reply must not exceed fifteen (15) working days.

3 7.03 Representation

An employee may submit a grievance on his/her own behalf, be represented by a colleague, or by the Institute. However, before submitting a grievance concerning the interpretation or the application in respect of him/her of a provision of a Collective Agreement or an **arbitral** award, the employee must have the approval of and be represented by the Institute.

37.04 Elimination of Steps in the Grievance Procedure

Not every kind of grievance should be considered at all the steps of the procedure and in certain cases and by mutual consent, Step 1 or Steps 1 and 2 may be eliminated and the grievance considered directly at the next higher level.

37.05 The grievance of an employee 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 Employer.

37.06 At the request of an employee who has presented a grievance, the Institute shall have the right to consult with the person designated to reply on the Employer's behalf at that level of the grievance procedure to which the grievance has been presented for reply. Only at the final level will the Institute be obliged to request such consultation by letter.

37.07 When the employee is represented by the Institute in the presentation of his/her grievance, the Employer shall provide the appropriate representative of the Institute with a copy of the Employer's decision at each level of the grievance procedure at the same time the Employer's decision is conveyed to the employee.

37.08 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer, the **grievor**, and where appropriate, the Institute's representative.

37.09 When the Employer, as a result of disciplinary action, discharges an employee, the grievance procedures set forth in this Agreement shall apply, except that:

- a) the grievance may be presented at the final level only, subject to mutual consent, as stated in sub-clause **37.04**;

b) the fifteen (15) day time limit within which the Employer is to reply at the final level may be extended to a maximum of forty (40) days, by mutual agreement of the Employer, the **grievor**, and where appropriate, an **authorized** representative of the Institute.

37.10 An employee may abandon his/her grievance by written notice to the designated officer of the Employer responsible to reply on behalf of the Employer at level one (1) of the grievance procedure.

37.11 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat, to cause an employee to abandon his/her grievance, or refrain from exercising his/her right to present a grievance, as provided in this Agreement.

37.12 Adjudication

When an employee has presented a grievance through the final step of the procedure and the grievance has not been dealt with to his/her satisfaction, if the grievance is with respect to:

- a) the interpretation or application in respect of his/her of a provision of a Collective Agreement or an **arbitral** award, or
- b) disciplinary action resulting in discharge, suspension or a financial penalty, he/she may refer the grievance to adjudication by filling with the Secretary to the Public Service Staff Relations Board and serving the Employer notice by means of the standard adjudication form within twenty (20) working days of receiving a reply at the final step of the grievance procedure. In the case of a grievance related to item (a) above, the employee must previously obtain the permission of the Professional Institute to submit the grievance to adjudication.

ARTICLE 38

HOURS OF WORK

38.01 The provisions of this article apply only to employees classified in levels 5 to 7 inclusively.

38.02 The normal work week shall be thirty-seven and one half (37 1/2) hours and the normal daily hours of work shall be seven and one half (7 1/2) hours.

38.03 Employees shall register their attendance in accordance with the procedure laid down by the Employer.

38.04 Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his/her weekly hours of employment in a period of other than five (5) full days provided that over a period of fourteen (14) calendar days the employee works an average of thirty-seven and one half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed between the employee and the Employer. In every fourteen (14) day period such an employee shall be granted days of rest on such days as are not scheduled as a normal work day for him/her.

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 Employer to schedule any hours of work permitted by the terms of this Agreement.

ARTICLE 39

OVERTIME

39.01 The provisions of this article apply only to employees classified in levels 5 to 7 inclusively.

39.02 For the purpose of this article, overtime means work performed by an employee in excess of his/her normal daily hours of work.

39.03 When an employee is required by the Employer to work overtime, he/she shall be compensated on the basis of time and one half (1 1/2) for all hours worked in excess of seven and one half (7 1/2) hours per day.

39.04 All calculations for overtime shall be based on each complete 15 minutes - period worked.

39.05 Upon application by the employee and at the discretion of the Employer, compensation earned under clause **39.03** may be taken in the form of compensatory leave. Notwithstanding the above, overtime performed once the employee has accumulated the equivalent of five (5) days of compensatory leave, will be paid.

39.06 Compensatory leave taken in accordance with clause **39.05** will be calculated at the applicable premium rate laid down in clause **39.03**. Compensatory leave not taken within the period from April 1st to March 31st of the following year shall be paid at the end of the said period.

39.07 Employees shall record starting and finishing times of overtime work in a form determined by the Employer.

39.08 Subject to clause **39.02**, an employee who works three (3) or more hours immediately following his/her normal scheduled hours of work shall be reimbursed his/her expenses for one meal in the amount of nine dollars (\$9.00). Reasonable time with pay, to be determined by management, shall be allowed the employee in order that he/she may take a meal break either at or adjacent to his/her place of work.

ARTICLE 40

REGISTRATION FEE

The Employer shall reimburse an employee for his/her 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 his/her position.

ARTICLE 41

PAY

41.01 An employee is entitled to be paid for services rendered on the pay scales specified in Appendix "A".

41.02 The rates of pay set forth in Appendix "A" shall become effective on the dates specified therein and shall be applied in accordance with the Retroactive Remuneration Regulations.

41.03 If an employee dies, the salary due to him/her on the last working day preceding his/her death, shall continue to accrue to the end of the month in which he/she dies. Salary so accrued which has not been paid to the employee as at the date of his/her death shall be paid to his/her estate.

41.04 Salary progression within the scale is based on merit.

41.05 Between the minimum and maximum of each pay scale,

- a) the minimum annual merit increase to be granted, with the exception of cases in which no merit increase is granted, shall be one percent (1%) for an employee whose performance is evaluated by the Employer as meeting some expectations;
- b) the normal annual merit increase for an employee whose performance is evaluated by the Employer as meeting most expectations shall be three percent (3%);
- c) the normal annual merit increase for an employee whose performance is evaluated by the Employer as meeting all expectations shall be four percent (4%);

- d) the normal annual merit increase for an employee whose performance is evaluated by the Employer as exceeding expectations shall be five percent (5%);
- e) the merit increase may be less than the percentages **stipulated** in paragraphs a), b), c) and d) if, among other things, the difference between the employee's salary and the maximum of the salary scale is less than these percentages. There shall be no merit increase if the employee's performance is rated by the Employer as not meeting expectations.

41.06 Employees who are remunerated at the maximum of their scale and whose performance is evaluated by the Employer as exceeding expectations shall be eligible for a performance bonus that may not exceed the performance maximum. That bonus, which is granted annually, shall be paid in the form of a lump sum.

41.07 The normal increment period is one (1) year for all levels of classification in the bargaining unit.

41.08 When a merit increase is granted, it is normally granted on July 1st, each year. When a merit increase is granted to an employee who has been appointed or promoted to a position within the bargaining unit during the year and who has successfully completed his/her probation period, the increase is prorated based on the number of months between **his/her** appointment or promotion date and the 1st of April.

41.09 When an employee is promoted to a higher paid position, he/she shall be paid at the minimum of the scale of the higher paid position or shall receive an increase of four percent (4%), whichever is greater, as of the date he/she has been promoted.

41.10 Overtime pay which has been paid to an employee as described in article 39, during the period covered by the retroactive pay increases, will be recomputed and the difference between the amount paid on the old salary basis and the amount payable on the new salary basis will be paid to such employee.

41.11 An employee who performs, for a temporary period, the duties of a position in a lower classification will continue to receive the salary applicable to his/her former position except when the transfer is done at the employee's request, in which case the employee will be paid at the normal maximum of the scale of the lower classification.

41.12 Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of the Collective Agreement, the Employer will pay to the present employees, retroactive pay applicable to their salary and to the former employees who have **left** between the **expiry** date of the old Collective Agreement and the signature of the new one, the retroactive pay applicable to their salary for the period between the effective date of the rates of pay and the date they left. In order to receive this amount, former employees or in case of death the estates of former employees must request it in writing within a period of three (3) months **from** the date of the signature of the Collective Agreement.

ARTICLE 42

ACTING PAY

42.01 Where for a period of fifteen (15) consecutive working days, an employee is required to perform the duties of a higher paid position, he/she shall be paid as if he/she had been promoted to that position, effective from the first day he/she was required to perform the duties.

42.02 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.

42.03 When an employee returns to his/her former position, the employee will be paid the salary rate which he/she would be receiving at that date had the employee not had performed in the higher paid position.

ARTICLE 43

RECLASSIFICATION AND STATEMENT OF DUTIES

43.01 If, during the life of the present Agreement, the present classification standard is modified or a new classification standard is established creating new levels of classification, the Employer shall, before applying rates of pay to new levels resulting from the introduction of the standard, negotiate with the Institute rates of pay and rules concerning the employee's rates of pay on conversion to new levels.

43.02 Where an employee is assigned to such new or reclassified position before agreement has been reached regarding the rate of pay, the new rate shall be retroactive to the date the employee was assigned to the new or reclassified position.

43.03 Upon written request from the employee to his/her supervisor, the supervisor will give to the employee, within ten (10) working days following the request, a copy of his/her job description including the position classification level and the point value.

43.04 An employee who feels that the functions which are included in his/her job description have been sufficiently modified, may present to his/her supervisor, a request for a reevaluation of his/her position.

ARTICLE 44

PART-TIME EMPLOYEES

44.01 Part-time employees are covered by this Agreement and unless specified otherwise, provisions of articles 38 “Hours of Work” and 39 “Overtime” do not apply. Hours of work for part-time employees are determined by the Employer.

44.02 Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compared with the normal scheduled weekly hours of work of full-time employees unless otherwise specified in this Agreement. Conditions applicable upon the earning and granting of these benefits will also be prorated.

44.03 Part-time employees whose classification level is mentioned in clause 38.01 shall be paid at the straight-time rate of pay for all work performed up to seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week.

44.04 Part-time employees not mentioned in clause 44.03, shall be paid at the straight-time rate of pay for all work performed.

44.05 A part-time employee shall not be paid for the designated holidays but shall instead be paid a premium of four (4%) percent for all straight-time hours worked during the period of part-time employment.

44.06 Overtime for employees mentioned in clause 44.03 means **authorized** work performed in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week, but does not include time worked on a holiday.

44.07 A part-time employee mentioned in clause 44.03 who is required to work overtime shall be paid at time and one-half (1 1/2) for all overtime worked.

44.08 Notwithstanding clause 44.03, 44.06 and 44.07, the employee and the Employer can agree on a schedule which may exceed seven and one half (7 1/2) hours per day without compensation at the overtime rate.

44.09 Where an employee does not work the same number of hours each week, the normal work week shall be the weekly average calculated on a monthly basis.

44.10 An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

44.11 When a part-time employee is required to work on a day which is prescribed as a designated holiday for a full-time employee in clause 17.01 of the Agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for all hours worked on this holiday.

44.12 A part-time employee is eligible to a merit increase in accordance with clause 41.08. The amount of the increase is calculated on the pay scales for a full time work prorated by his/her normal weekly hours of work.

ARTICLE 45

AGREEMENT RE-OPENER

This Agreement may be amended by mutual consent. If either party wishes to amend or vary this Agreement, it shall give to the other party notice of any amendment proposed and the parties shall meet and discuss such proposal not later than one (1) calendar month after receipt of such notice.

ARTICLE 46

DURATION AND RENEWAL

46.01 The duration of this Collective Agreement shall be from the date it is signed to June 30, 2001.

46.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is signed.

46.03 Notwithstanding the preceding, this Agreement shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.

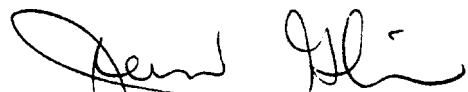
EXECUTED AT MONTREAL,
on December 13, 1999

THE PROFESSIONAL INSTITUTE OF
THE PUBLIC SERVICE

OF
CANADA



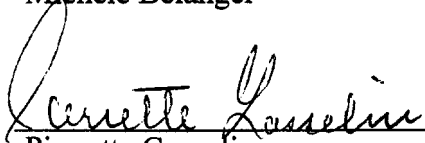
Michèle Demers



Jean Glin



Michèle Bélanger



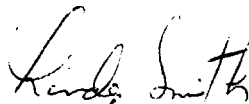
Pierrette Gosselin

THE NATIONAL FILM BOARD

OF
CANADA



Sandra Macdonald



Linda Smith



Howard Krosnick

APPENDIX "A"

RATES OF PAY

Level		MINIMUM	MAXIMUM	M.P.
12	from	64,105	83,574	92,658
	July 1, 1999	65,387	85,245	94,511
	July 1, 2000	66,695	86,950	96,401
11	from	57,884	74,742	82,567
	July 1, 1999	59,042	76,237	84,218
	July 1, 2000	60,223	77,762	85,902
10	from	52,271	66,837	73,558
	July 1, 1999	53,316	68,174	75,029
	July 1, 2000	54,382	69,537	76,530
9	from	47,204	59,766	65,519
	July 1, 1999	48,148	60,961	66,829
	July 1, 2000	49,111	62,180	68,166
8	from	42,628	53,441	58,341
	July 1, 1999	43,481	54,510	59,508
	July 1, 2000	44,351	55,600	60,698
7	from	38,496	47,784	51,938
	July 1, 1999	39,266	48,740	52,977
	July 1, 2000	40,051	49,715	54,037
6	from	34,769	42,722	46,223
	July 1, 1999	35,464	43,576	47,147
	July 1, 2000	36,173	44,448	48,090
5	from	31,403	38,194	41,126
	July 1, 1999	32,031	38,958	41,949
	July 1, 2000	32,672	39,737	42,788

PPENDIX "B"

NFB POSTING POLICY

All positions included in the bargaining unit, of a one year duration and more, which become vacant and which the Employer wishes to fill, will be posted; however, the following cases may not be subjected to this rule:

- ⇒ reassignment of an employee who fills a surplus position;
- ⇒ reassignment of an employee on his/her returning to duty after a long term leave (one year and more), such as educational leave, assignment with an outside agency, professional development or after an assignment outside the country;
- ⇒ reassignment of a promoted or transferred employee when it is decided, by either the employee or the Employer, that the employee must be reinstated in his/her former position or, if his/her former position is not vacant, in another position of the same level, within the same field of activities;
- ⇒ **pre-retirement** assignment of an employee for a period not to exceed three (3) years provided the employee confirms in writing his/her willingness to retire at the end of that period;
- ⇒ appointment of an employee to a position for which he/she applied when this position, posted within the last six (6) months, is vacant a second time (same position number);
- ⇒ appointment of an employee at the completion of a special training program, when posting was addressed to all employees, including those not interested in the training program, if this appointment is made within a period of two (2) years following the completion of the program;
- ⇒ transfer of an employee to another position classified at the same, an equivalent, or at a lower level;
- ⇒ temporary appointment of a person due to his/her specific expertise required by operational requirements as described by the Employer;
- ⇒ extension of a temporary employee's employment initially hired for less than a year on a project;
- ⇒ appointment within a training program aimed at the private sector for the duration of the training program;

⇒ temporary assignment of an employee to a higher classified position due to operational requirements as described by the Employer;

⇒ when replacing an employee absent from work where the initial forecasted period of absence was for less than a year and the absence is extending.

Posting Period

Posting period will be at least 10 working days.

Posting Areas

Positions in the Administrative and Foreign Service Category and in the Scientific and Professional Category will be posted in all NFB offices across Canada.

Reimbursement of Staffing and Relocation Expenses

Expenses incurred by an employee involved in a staffing process, as well as expenses for relocating an employee appointed to another region, will be reimbursed in accordance with the NFB regulations.

Information to the Institute

The Employer will inform in writing the Institute on every occasion where he intends not to post in accordance with one of the exceptions described herein. This notice will include the type of exception, the employee's name and the position number.

THE PROFESSIONAL INSTITUTE OFFICES ARE LOCATED AT:

HEAD OFFICE

The Professional Institute of the Public Service of Canada
53 Auriga Drive
Nepean, Ontario K2E 8C3
Tel.: (613) 228-6310

REGIONAL OFFICE - ATLANTIQUE

The Professional Institute of the Public Service of Canada
1718 Argyle St., Suite 730
Halifax, Nova Scotia B3J 1M7
Tel.: (902) 420-1519

BUREAU RÉGIONAL - QUÉBEC

L'Institut professionnel de la Fonction publique du Canada
1800 McGill College, Suite 2808
Montréal, QC H3A 3J6
Tel.: (514) 288-3545 or (1-800-363-0622)

REGIONAL OFFICE - ONTARIO

The Professional Institute of the Public Service of Canada
55 Eglinton Avenue East, Suite 503
Toronto, ON M4P 1G8
Tél : (416) 487-1114 or (1-800-668-3943)

The Professional Institute of the Public Service of Canada
125 Gary St., Suite 700
Winnipeg, MN R3C 3P2
Tel.: (204) 942-1304

The Professional Institute of the Public Service of Canada
10,020 - 101A Avenue, Suite 955
Edmonton, Alta T5J 3G2
Tel.: (403) 428-1347

REGIONAL OFFICE - BC/YUKON/INUVIK

The Professional Institute of the Public Service of Canada
401 West Georgia St., Suite 1710
Vancouver, BC V6B 5A1
Tel.: (604) 688-8238