

COLLECTIVE AGREEMENT
BETWEEN
THE NATIONAL FILM BOARD
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF
CANADA

ADMINISTRATIVE AND FOREIGN SERVICE CATEGORY

SCIENTIFIC AND PROFESSIONAL CATEGORY

Expiry date: June 30, 2011

06321(11)

TABLE OF CONTENTS

ARTICLE 1	5
PURPOSE OF AGREEMENT	5
ARTICLE 2	5
DEFINITIONS	5
ARTICLE 3	6
GENERAL PROVISION	6
ARTICLE 4	6
APPLICATION	6
ARTICLE 5	7
INTERPRETATION OF AGREEMENT	7
ARTICLE 6	7
STATE SECURITY	7
ARTICLE 7	7
MANAGEMENT RESPONSIBILITIES	7
ARTICLE 8	7
RECOGNITION.....	7
ARTICLE 9	7
RIGHTS OF EMPLOYEES	7
ARTICLE 10	8
APPOINTMENT OF STEWARDS.....	8
ARTICLE 11	8
TIME OFF FOR STEWARDS.....	8
ARTICLE 12	9
ACCESS	9
ARTICLE 13	9
TIME OFF FOR INSTITUTE BUSINESS	9
ARTICLE 14	11
INFORMATION.....	11
ARTICLE 15	11
BULLETIN BOARDS.....	11
ARTICLE 16	12
CHECK-OFF	12
ARTICLE 17	12
DESIGNATED HOLIDAYS	12
ARTICLE 18	13
LEAVE - GENERAL	13

ARTICLE 19.....	14
VACATION LEAVE	14
ARTICLE 20.....	17
SICK LEAVE	17
ARTICLE 21.....	18
SPECIAL LEAVE	18
ARTICLE 22.....	21
COURT LEAVE.....	21
ARTICLE 23.....	21
CAREER DEVELOPMENT.....	21
ARTICLE 24.....	23
MATERNITY LEAVE AND PARENTAL LEAVE	23
ARTICLE 25.....	32
INJURY ON DUTY LEAVE.....	32
ARTICLE 26.....	32
LAY-OFFS, TERMINATION OF EMPLOYMENT AND SEVERANCE PAY	32
ARTICLE 27.....	34
EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES	34
ARTICLE 28.....	35
EMPLOYMENT REFERENCES	35
ARTICLE 29.....	35
POSTING OF VACANCIES	35
ARTICLE 30.....	36
APPEALS.....	36
ARTICLE 31.....	36
TECHNOLOGICAL AND WORK PROCEDURE CHANGES.....	36
ARTICLE 32.....	37
PUBLICATIONS.....	37
ARTICLE 33.....	37
SAFETY AND HEALTH	37
ARTICLE 34.....	38
CONTRACTING OUT	38
ARTICLE 35.....	38
SENIORITY.....	38
ARTICLE 36.....	39
CONSULTATION.....	39
ARTICLE 37.....	39
GRIEVANCE PROCEDURE.....	39

ARTICLE 38.....	42
HOURS OF WORK	42
ARTICLE 39.....	43
OVERTIME	43
ARTICLE 40.....	45
REGISTRATION FEE	45
ARTICLE 41.....	45
PAY	45
ARTICLE 42.....	47
ACTING PAY	47
ARTICLE 43.....	47
RECLASSIFICATION AND STATEMENT OF DUTIES	47
ARTICLE 44.....	48
PART-TIME EMPLOYEES	48
ARTICLE 45.....	49
AGREEMENT RE-OPENER.....	49
ARTICLE 46.....	49
DURATION AND RENEWAL	49
APPENDIX A	51
RATES OF PAY (37.5 HOURS PER WEEK)	51
APPENDIX B	53
NFB POSTING POLICY.....	53
THE PROFESSIONAL INSTITUTE OFFICES	55
LETTERS OF AGREEMENT.....	56

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 Labour 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 Labour 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;
 - 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 fifty-two decimal one seven six (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. The Institute may ask to discuss any directive or rule in the Human Resources Manual with the employer at joint consultation committee meetings, as per Article 36 of this Agreement.
- 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 Labour 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 Labour 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

- 9.01 The employer and the Institute agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of:

- a) age, marital status, sex, sexual orientation, race, color, national or ethnic origin, creed or lack of creed, handicap;
- b) a conviction for which a pardon has been granted;
- c) membership or non-membership in the Institute;
- d) exercising a right conferred upon him/her by the present Agreement;
- e) political affiliation, provided that such political affiliation does not contravene with the provisions of the Public Service Employment Act concerning political partisanship.

9.02

- a) The employer and the Institute acknowledge that harassment, in all its forms, is unacceptable and shall not be tolerated.
- b) Harassment is vexatious behaviour that manifests itself in the form of repetitive conduct, verbal comments, actions or gestures, by someone who knows or should know that they are hostile or unwanted, and affects the employee's dignity or psychological or physical integrity, resulting in a harmful work environment. A single serious incidence of such behaviour may also constitute harassment if it undermines the employee's dignity or integrity and if it has a lasting harmful effect.
- c) The Institute acknowledges that it is up to the employer to identify and to take appropriate measures to end harassment.
- d) The complaint procedure to be followed in case of harassment is described in the Human Resources Manual. An employee who feels that a harassment complaint filed with the employer has not been resolved may file a grievance.

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 Labour Relations Board Hearings

1) Complaints made to the Public Service Labour Relations Board pursuant to Section 190 (1) of the Public Service Labour 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 Labour 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 Labour 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, location, 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 and their date of departure and return; type and date of departure for the employees who have left, and for reclassified employees, the date of reclassification.

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

14.03 As part of the Employer's orientation program, the Institute will be given the possibility of introducing one of its representatives to new employees.

14.04 The Employer shall give the Institute, within a reasonable time following the signature, any job description falling within the bargaining unit and, their updates thereafter.

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 and all subsequent months 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 (1) of the Public Service Labour 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 When both parties acknowledge that an error occurred, the Employer will make every attempt to correct this mistake within the following two (2) pay periods after the error was noted.
- 16.09 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) nine decimal three seven five (9.375) hours a month (three [3] weeks per fiscal year) if he/she has completed less than seven (7) years of continuous employment;
- b) twelve decimal five (12.5) hours a month (four [4] weeks per fiscal year) after he/she has completed seven (7) years of continuous employment;
- c) thirteen decimal one two five (13.125) hours a month (twenty one [21] days per fiscal year) after he/she has completed fourteen (14) years of continuous employment;
- d) thirteen decimal seven five (13.75) hours a month (twenty two [22] days per fiscal year) after he/she has completed fifteen (15) years of continuous employment;
- e) fourteen decimal three seven five (14.375) hours a month (twenty three [23] days per fiscal year) after he/she has completed sixteen (16) years of continuous employment;
- f) fifteen (15) hours a month (twenty four [24] days per fiscal year) after he/she has completed seventeen (17) years of continuous employment;
- g) fifteen decimal six two five (15.625) hours a month (five [5] weeks per fiscal year) after he/she has completed eighteen (18) years of continuous employment;
- h) sixteen (16) decimal eight seven five (16.875) hours a month (twenty-seven [27] days per fiscal year) if he/she has completed twenty-six (26) years of continuous employment;
- i) eighteen decimal seven five (18.75) hours a month (six [6] weeks per fiscal year) if he/she has completed twenty-seven (27) years of continuous employment.

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) Subject to the provisions of clause 19.09, vacation 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) More than five (5) days of vacation

An employee who wishes to take more than five (5) consecutive days of vacation, excluding Saturdays, Sundays and designated holidays, shall submit a request to the employer at least one (1) month ahead of time. In such a case, the employer shall inform the employee of its decision within five (5) working days of receiving the request.

d) Five (5) or fewer days of vacation

An employee who wishes to take five (5) or fewer consecutive days of vacation shall submit a request as early as possible. The employer shall inform the employee of the decision to grant or not to grant vacation leave on the proposed dates as soon as possible after receiving the request and no later than the day before the first day of vacation.

e) Vacation scheduled between June 15 and September 30

In April of each year, the employer shall ask employees to submit their preferred dates for vacation to be taken between June 15 and September 30, regardless of the length of leave requested. The employer shall inform employees of the decision by May 10 at the latest.

f) Vacation remaining as of January 15

Between January 15 and 31, an employee and his/her immediate superior shall agree on dates when the employee shall take any remaining vacation for the current fiscal year. If the parties cannot agree, the immediate superior shall assign vacation dates in accordance with operational requirements and inform the employee of the decision by January 31; the employee must take his/her vacation on the assigned dates. The employee and supervisor may, after January 31, mutually agree on new vacation dates to replace those already decided on. Five (5) or fewer remaining vacation days shall automatically be deferred to the next fiscal year, as per paragraph 19.09 a).

g) 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) An employee who wishes to defer a maximum of five (5) days' annual vacation to the following fiscal year shall inform his/her superior thereof in writing. With the exception of the situations provided for in clause 19.09 b) and c), an employee may not, at any time during the fiscal year, bank more annual leave than his/her basic allotted leave for that year, plus five (5) days.
- 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.
- c) An employee who is unable to take any or all of his/her vacation days by the end of the fiscal year due to an authorized absence from work (e.g. long-term disability, maternity or parental leave, workplace accident, etc.) or for any other reason that the employer deems to be exceptional may, by agreement with Human Resources, defer more than the five (5) vacation days allowed under paragraph 19.09 a). It is agreed that in applying this provision, the employee and supervisor shall make a reasonable effort, subject to operational requirements, to ensure that the employee is able to take as much vacation as possible by the end of the current fiscal year.

Exceptionally, and only after obtaining the permission of Human Resources, in lieu of annual vacation that he/she was unable to take due to an extended absence from work, an employee may receive compensation corresponding to his/her regular pay multiplied by the number of hours of vacation remaining to be taken by the end of the fiscal year.

- d) Deferred vacation days shall be paid at the rate in effect at the time 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 22,

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 nine decimal three seven five (9.375) hours 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 (5) 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 Thirty-seven decimal five (37.5) hours of special leave shall be allowed to an employee on the occasion of his/her marriage, provided he/she has completed one (1) year of service.

21.02 Bereavement Leave

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, grandparent, grandchild. 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 five (5) 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 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 Personal Leave

Subject to operational requirements as determined by the employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, one (1) day of leave with pay for reasons of a personal nature. This leave may be divided in two (2) periods of three decimal seven five (3.75) hours and be taken on two (2) separate days.

The leave will be scheduled at times convenient to both the employee and the employer. Nevertheless, the employer shall make every reasonable effort to grant the leave at such times as the employee may request.

21.06 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.

21.07 Unpaid Leave to Care for Immediate Family

The parties acknowledge the importance of access to leave to care for immediate family. Subject to operational requirements, an employee shall be granted unpaid leave to care for immediate family, under the following conditions:

- a) For the purposes of clause 21.07, family includes spouse (or common law spouse living with the employee), children (including foster children or stepchildren or children of the common law spouse), parents (including stepparents or foster parents) and any other relative living permanently with the employee or with whom the employee lives permanently.
- b) 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;
- c) leave granted under clause 21.07 shall be for a minimum period of three (3) weeks.
- d) the total leave granted under clause 21.07 shall not exceed five (5) years during an employee's total period of employment at the NFB and the conditions of clause 24.09 apply for leaves of more than three (3) months;
- e) leave granted under the clause except if less than three (3) months, shall be deducted from "continuous employment" for the purpose of calculating severance pay and vacation leave.
- f) An employee who takes unpaid leave pursuant to clause 21.07 may change the date of return to work if such a change entails no additional cost to the employer;
- g) Time taken on this type of leave shall not count for the purposes of salary progression as per Article 41.

21.08 Leave for Personal Need

Without restricting clause 21.06, 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.

21.09 Leave Without Pay to Accompany Spouse

- a) At the request of an employee, except in the case of an emergency situation beyond the employee's control, with a written notice of one (1) month, 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.

21.10 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), brother, sister, 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:
 - (i) 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;
 - (ii) 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;
 - (iii) for needs directly related to the birth or adoption of his/her child.
- c) The total leave with pay which may be granted under paragraph b) shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

21.11 A reasonable period of up to three decimal seven five (3.75) hours of time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

21.12 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

21.13 Volunteer Leave

Subject to operational requirements as determined by the employer, and with at least five (5) business days' notice, an employee shall be granted one (1) day of paid leave per fiscal year to perform volunteer work for an organization, community activity or charity, other than activities related to the Government of Canada Workplace Charitable Campaign, including those determined by or supported by the employer. The notice to the employer shall include the nature of the volunteer work that the employee wishes to perform. This leave may be divided in two (2) periods of three decimal seven five (3.75) hours and be taken on two (2) separate days.

ARTICLE 22
COURT LEAVE

22.01 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 be available for jury selection;
- b) to serve on a jury; or
- c) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of Justice or before a Grand Jury,
 - (ii) before a court, judge, justice magistrate or coroner,
 - (iii) 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,
 - (iv) 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
 - (v) 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

The employer recognizes that employee training and professional development are essential to maintaining a high level of efficiency and competence at the NFB. To this end, the employer's policy is to implement programs that encourage the acquisition and improvement of employees' competencies, in connection with organizational objectives, evolving knowledge in specific

areas of expertise and employees' individual professional development needs, either for their current positions or for potential career advancement at the NFB.

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,
 - (i) fails to complete the course,
 - (ii) does not resume employment with the employer on completion of the course, or
 - (iii) 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:
 - (i) to participate in seminars, symposia, mentoring sessions offered by an expert, work meetings, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields, or
 - (ii) 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

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

the period of maternity leave without pay defined in paragraph a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
- c) The extension described in paragraph b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- d) The employer may require an employee to submit a medical certificate certifying pregnancy.
- e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 20, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 20, Sick Leave With Pay, shall include medical disability related to pregnancy.

- f) 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 unless there is a valid reason why the notice cannot be given.
- g) 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.
- h) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay, seniority, and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for annual merit increase.
- i) Subject to the approval of the Employment Insurance Board of Referees 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.

24.03 Maternity Allowance

- a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs c) to i) of the present article, 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 maternity benefits under the Employment Insurance or Quebec Parental Insurance Plan 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 the return to work date is modified by the approval of another form of leave;
 - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
 - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in *the Public Service Superannuation Act*, she will be indebted to the employer for an amount determined as follows:

(allowance X (remaining period to be worked following her return to work)
received)

_____ [total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired by the NFB within a period of five (5) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- b) For the purpose of sections a) (iii) (B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section a) (iii) (B), without activating the recovery provisions described in section a) (iii) (C).
- c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

and
 - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Quebec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- d) At the employee's request, the payment referred to in subparagraph 24.03 c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Quebec Parental Insurance maternity benefits.
- e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- f) The weekly rate of pay referred to in paragraph c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the

weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- h) Notwithstanding paragraph (g), and subject to subparagraph (f) (ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

24.04 Special Maternity Allowance for Totally Disabled Employees

a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 24.03 a) (ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits or Quebec Parental Insurance maternity benefits,
and
- (ii) has satisfied all of the other eligibility criteria specified in paragraph 24.03 a), other than those specified in sections (A) and (B) of subparagraph 24.03 a) (iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit 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 24.03 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or Quebec Parental Insurance Plan had she not been disqualified from Employment Insurance or Quebec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

24.05 Parental Leave Without Pay

- a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day

on which the child is born or the day on which the child comes into the employee's care.

- b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- c) Notwithstanding sub-paragraphs a) and b) above, subject to operational requirements as determined by the Employer, the employee may, upon request, take the leave indicated in sub-paragraphs a) and b) above, in two (2) periods.
- d) Notwithstanding paragraphs a) and b):
 - (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
 - or
 - (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.
- e) An employee who intends to request parental leave without pay shall notify the employer at least four (4) weeks in advance of the expected date of the leave, or the date the child is expected to come into the employee's care pursuant to paragraphs a) and b).
- f) The employer may:
 - (i) defer the commencement of parental leave without pay at the request of the employee;
 - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
 - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- g) Parental leave without pay taken by a couple employed in the NFB shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- h) Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay, seniority, and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for annual merit increase.

24.06 Parental Allowance

a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs c) to i) of the present article 24.06, 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 parental, paternity or adoption benefits under the Employment Insurance or Quebec Parental Insurance Plan in respect of insurable employment with the employer,

and

(iii) has signed an agreement with the employer stating that:

(A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 24.03 a) (iii) (B), if applicable;

(C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B) , for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B) , or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the employer for an amount determined as follows:

(allowance X (remaining period to be worked following his/her return to work) received)

_____ [total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired by the NFB within a period of five (5) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

b) For the purpose of sections a) (iii) (B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section a) (iii) (B), without activating the recovery provisions described in section a) (iii) (C).

c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Quebec Parental Insurance Plan, he/she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period.
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Quebec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period.
- d) At the employee's request, the payment referred to in subparagraph 24.06 c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or QPIP parental benefits.
- e) The parental allowance to which an employee is entitled is limited to that provided in paragraph c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act* or the *Parental Insurance Act* in Quebec.
- f) The weekly rate of pay referred to in paragraph c) shall be:
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.
- g) The weekly rate of pay referred to in paragraph f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- h) Notwithstanding paragraph g), and subject to subparagraph f) (ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- j) Parental Allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

- k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks.

24.07 Special Parental Allowance for Totally Disabled Employees

a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 24.06 a) (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 Employment Insurance parental or Quebec Parental Insurance Plan benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 24.06 a), other than those specified in sections (A) and (B) of subparagraph 24.06 a) (iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit 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 24.06 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or Quebec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Quebec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

24.08 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.

24.09 Leave

Conditions which will be applied to long-term leave such as a leave granted in accordance with clause 24.08 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:
 - (i) 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
 - (ii) 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

LAY-OFFS, TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

26.01 The employer shall continue past practice in giving all reasonable consideration to continued employment in the employer's service of employees who would otherwise be laid off because of the elimination of their positions due to lack of work, technological changes, structural changes, changes in the work process or contracting out.

The employer wishes to keep the number of lay-offs to a minimum and shall make a reasonable attempt to offer a suitable position to any employee who has been laid off.

26.02 Should a continuous position be eliminated in a section where several employees perform the same duties, lay-offs shall be based on competence and seniority, with seniority becoming increasingly significant after five (5) years.

26.03 Except when he/she receives an amount in lieu of notice, in whole or in part, as provided below, a laid-off continuous employee shall maintain call-back priority for eighteen (18) months from the date of the lay-off. Seniority shall not be interrupted if the continuous employee is called back to work within this time.

26.04 Aside from severance pay pursuant to clause 26.05, a laid-off employee shall receive notice as specified in the Human Resources Manual or, at the employer's discretion,

a) an amount equivalent to what he/she would have earned if he/she had remained employed for the duration of the notice, or

b) any combination of notice and equivalent amount, not to exceed the original term of the notice.

26.05 Lay-off

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.

26.06 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, and, in the case of partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous of employment divided by three hundred and sixty-five (365).

26.07 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, and, in the case of partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous of employment divided by three hundred and sixty-five (365) 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.

26.08 Resignation

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.

26.09 Retirement

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.

26.10 Non Renewal of Contract

Subject to clause 26.05, an employee originally hired for a period of over three months and who, by extensions which are consecutive and continuous, has accumulated ten (10) or more years of continuous employment, is entitled, should his/her last contract with the NFB come to the end of its term and not be renewed, to be paid severance pay equal to the amount obtained by multiplying half of his/her weekly rate of pay of his/her last employment extension 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, retirement leave or a cash gratuity in lieu of retiring leave by the employer.

26.11 Death

If an employee dies, there shall be paid to his/her estate an amount determined in accordance with clause 26.09 regardless of any other benefit payable.

26.12 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.

26.13 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 shall complete the performance appraisal of each employee within two months following the end of the appraisal period established for all NFB employees, barring exceptional circumstances.

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. Normally, within seven (7) days of receiving his/her evaluation from his/her supervisor, the appraisal form shall be signed by the employee and delivered to his/her supervisor with, if necessary, his/her comments. Once this delay expires, the supervisor signs the copy and sends it to be put in the employee's file. Comments received after the seven (7)-day delay will not be on file. 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 if these comments are received within the delays stated in clause 27.02.
- 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 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 Any disciplinary record in the employee's file of which he/she was not made aware at the time it was placed there shall be declared null and non-existent.
- 27.08 The employer will withdraw from the employee's file and destroy, without delay, any document of a disciplinary nature which has been proven to be ill-founded, in whole or in part.

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 on Intranet all notices for vacant positions of nine (9) months 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 The employer agrees to provide the Institute with a copy of all such notices.

- 29.03 Any job posting shall specify the term of the position, and any position offered to an employee shall be for the term indicated on the posting pursuant to clause 29.01.
- 29.04 A position with a term of more than nine (9) months that has not been posted shall, within sixty (60) days of the end of the nine(9)-month period, be posted or terminated.
- 29.05 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 shall inform the Institute and seek its agreement.

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 The employer and the Institute recognize the overall advantages of technological change and that it is sometimes necessary to change structures in place and work processes. When notice of a change is given pursuant to clause 31.03, the employer shall consult the Institute in seeking ways and means of minimizing potential adverse effects on employees.
- 31.02 In this article, "technological change" means:
- a) the introduction by the employer of equipment or material of a substantially different nature than that previously utilized which will result in significant changes in the employment status or working conditions of employees; or
 - b) a major change in the employer's operation directly related to the introduction of that material or equipment which will result in significant changes in the employment status or working conditions of the employees.
- 31.03 Except in case of emergency, the employer agrees to give the Institute at least thirty (30) calendar days' written notice of the introduction or implementation of any major technological change, major structural improvement or major change in work processes.

- 31.04 The written notice provided for in clause 31.03 shall include at least the following information:
- a) the nature and degree of change;
 - b) the anticipated date or dates on which the employer plans to effect change;
 - c) the location or locations involved.
- 31.05 As soon as possible after delivering the advance notice, the employer shall consult meaningfully with the Institute concerning the effects of the technological change referred to on all affected employees. Such consultation shall include but not necessarily be limited to the following:
- a) the approximate number, classification and location of employees likely to be affected by the change;
 - b) the effect the change may be expected to have on employees' working conditions or terms and conditions of employment.
- 31.06 If, after announcing the change, the employer determines that an employee requires new competencies in order to perform the duties of his/her position, and it is reasonable to believe that the employee will be able to acquire such competencies within an acceptable time period, the employer shall make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.
- 31.07 The parties agree that should an employee's services no longer be required after a certain date as the result of a change discussed in this article, the provisions of Article 26 respecting lay-offs shall apply.

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

- 34.01 The employer shall continue past practice in giving all reasonable consideration to continued employment in the employer's service of employees whose services to the employer would otherwise become redundant because work is contracted out or because of lack of work or the discontinuance of a function by the employer, in whole or in part. The employer shall consult the Institute in seeking ways and means of minimizing potential adverse effects on employees.
- 34.02 The employer agrees to give the Institute at least thirty (30) calendar days' written notice of the introduction or implementation of contracting out.
- 34.03 The written notice provided for in clause 34.02 shall include at least the following information:
- a) the nature and degree of change;
 - b) the anticipated date or dates on which the employer plans to effect change;
 - c) the location or locations involved.
- 34.04 As soon as possible after delivering the advance notice, the employer shall consult meaningfully with the Institute concerning the effects of the contracting out referred to on all affected employees. Such consultation shall include but not necessarily be limited to the following:
- a) the approximate number, classification and location of employees likely to be affected by the change;
 - b) the effect the change may be expected to have on employees' working conditions or terms and conditions of employment.
- 34.05 As part of the consultation process provided for in clause 34.04, the Institute may propose another solution to the employer. In such a case, the Institute may request that the consultation period be extended by no more than thirty (30) days in order to give the Institute the opportunity to develop and present an alternative to the employer. The employer may not unreasonably refuse such a request.
- 34.06 The parties agree that should an employee's services no longer be required after a certain date as the result of a change discussed in this article, the provisions of Article 26 respecting lay-offs shall apply.

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 21.07 e), 21.08 b), 21.09 b) and 24.08 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

CONSULTATION

- 36.01 The parties recognize the mutual advantages of consultation. A joint consultation committee formed of representatives of the employer, including the Director, Human Resources and the Manager, Staff Relations, and union representatives shall meet at least once per quarter, and more often as needed, as agreed by the parties, for the purpose of consulting on matters that affect the working conditions of employees in either of the bargaining units. The joint consultation committee shall set its own operating rules and the union representatives may, as needed, call upon representatives of the Institute to assist them.
- 36.02 Each party shall submit the subjects that it wishes to discuss to the other party for consideration at least fifteen (15) days beforehand, excluding Saturdays, Sundays and designated holidays. It is agreed that the joint consultation committee is not the appropriate forum to discuss grievances in progress, which go through a separate process. Without limiting the general scope of this article, there shall be consultation on career development, including career progression and terms and conditions of mobility.
- 36.03 At the request of the Institute, the Board of Trustees shall meet with the members of the Institute's local executive once a year.

ARTICLE 37

GRIEVANCE PROCEDURE

The parties acknowledge that despite all their efforts, a conflict over the interpretation or application of this agreement may arise between an employee and the employer during the term of the agreement. Accordingly, without limiting the application of this article, the parties agree to attempt to resolve any conflict before beginning the formal grievance procedure.

It is understood that the time period allocated to this conflict resolution is not included in the time limits prescribed by the formal grievance procedure.

- 37.01 Subject to and as provided in Section 208 of the Public Service Labour Relations Act (PSLRA), 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 Group Grievance

Subject to and as provided in Section 215 of the Public Service Labour Relations Act (PSLRA), the Institute may present to the employer a group grievance on behalf of the employees who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award other than issues related to classification procedures, as per clause 37.01.

37.03 Policy Grievance

Subject to and as provided in Section 220 of the Public Service Labour Relations Act (PSLRA), either the Institute or the employer may present a policy grievance to the other in respect of the interpretation or application of the collective agreement or an arbitral award other than issues related to classification procedures, as per clause 37.01, except that:

- a) a policy grievance shall only be presented by the Institute at the last step of the procedure.
- b) the policy grievance settlement procedure presented by the Employer to the representative authorized by the Institute constitutes a single step.

37.04 Time Limits

An employee must submit his/her grievance within twenty (20) 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 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).

37.05 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.

In the application of the present clause, the Institute is the author of the grievance in the case of a group or policy grievance.

37.06 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.

37.07 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.

37.08 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.

37.09 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.

37.10 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.

37.11 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 37.06;

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.

37.12 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.

37.13 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.

37.14 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 filing with the Secretary to the Public Service Labour Relations Board and serving the employer notice by means of the standard adjudication form within twenty (20) 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.

37.15 Saturdays, Sundays and designated holidays shall not be counted when calculating the time limits for the measures set out in the grievance procedure.

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 decimal five (37.5) hours and the normal daily hours of work shall be seven decimal five (7.5) 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 decimal five (37.5) 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 (1.5) for all hours worked in excess of seven decimal five (7.5) 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 clauses 39.03, 39.11 and 39.12 may be taken in the form of compensatory leave. Notwithstanding the above, overtime performed once the employee has accumulated the equivalent of thirty-seven decimal five (37.5) hours 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
- a) Subject to clause 39.06, the Employer may permit an employee to use his/her compensatory leave not taken as of March 31st, during the first six (6) months of the following fiscal year.
- A written request will be considered if submitted prior to March 15th and indicating when the employee intends to use his/her leave.
- b) Compensatory leave earned in a fiscal year and outstanding on September 30 of the following fiscal year shall be paid at the employee's daily rate of pay on September 30.
- 39.08 When a payment is being made as a result of the application of this article, the employer shall endeavour to make such payment within six (6) weeks following the end of the pay period for which the employee requests payment, or, if payment is required to liquidate compensatory leave outstanding at the expiry of the fiscal year, the employer shall endeavour to make such payment within six (6) weeks of the commencement of the first (1st) pay period after September 30 of the next fiscal year.
- 39.09 Employees shall record starting and finishing times of overtime work in a form determined by the employer.
- 39.10 Subject to clauses 39.02 and 39.11 b) iii), 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 ten dollars (\$10). 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.

39.11 Call-back

- a) When an employee is called back to work or when an employee who is on standby duty is called back to work by the employer any time outside his/her normal working hours, the employee shall be entitled to the greater of the two (2) following amounts:
 - (i) a minimum of three (3) hours' pay at the applicable overtime rate; or
 - (ii) compensation at the applicable overtime rate for each hour worked.
- b) When an employee called back to work reports under the conditions described in paragraph 39.11 a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable round-trip expenses incurred as follows:
 - (i) per-kilometre allowance at the rate normally paid by the employer when the employee travels by means of his/her own automobile; or
 - (ii) out-of-pocket expenses for other means of commercial transportation. To this end, the Employer will not require a receipt for amounts of under eight dollars (\$8); and
 - (iii) an employee who works four (4) hours or more shall be reimbursed for one meal in the amount of ten dollars (\$10). Reasonable time with pay, to be determined by management, shall be allowed the employee in order to take a meal at or near his/her place of work.

The time spent by the recalled employee travelling to or from work shall not be deemed to be work time.

39.12 Standby

- a) When the employer requires an employee of the Information Technologies division, Technologies and Client Relations section to be available on standby during off-duty hours, he/she shall be compensated at the rate of one half (1/2) hour for each four (4)-hour period or portion thereof for which he/she has been designated as being on standby duty.
- b) An employee designated by letter or by a list to be on standby must be reachable during this period at a known telephone number and be able to report to work as quickly as possible if called upon to do so. When assigning standby duties to employees, the employer shall make every effort to assign those duties in a fair and equitable manner.
- c) No standby duty payment shall be granted to any employee who is unable to report for duty when required.
- d) An employee who is on standby and is required to report to work shall be paid, in addition to the standby pay, the greater of the following amounts:

- (i) compensation at the applicable overtime rate for each hour worked; or
 - (ii) a minimum of three (3) hours' pay at the applicable overtime rate.
- e) When an employee on standby reports to work under the conditions described in paragraph 39.12 d) and is required to use transportation services other than normal public transportation services, he/she shall be reimbursed for reasonable round-trip expenses incurred as per paragraph 39.11 b).
- f) The employer agrees that in places and in circumstances where electronic paging systems are possible and efficient, these shall be supplied without charge to employees on standby.

Pay earned under this article may be taken in the form of compensatory leave.

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) there shall be no merit increase if the employee's performance is rated by the employer as not meeting expectations;
 - b) the minimum annual merit increase to be granted, with the exception of cases in which no merit increase is granted, shall be one per cent (1%) for an employee whose performance is evaluated by the employer as meeting some expectations;

- c) the normal annual merit increase for an employee whose performance is evaluated by the employer as meeting expectations shall be three per cent (3%);
- d) the normal annual merit increase for an employee whose performance is evaluated by the employer as exceeding many expectations shall be four per cent (4%);
- e) the normal annual merit increase for an employee whose performance is evaluated by the employer as far exceeding main expectations shall be five per cent (5%).

The merit increase may be less than the percentages stipulated in paragraphs b), c), d) and e) if, among other things, the difference between the employee's salary and the maximum of the salary scale is less than these percentages.

- 41.06 Employees who are remunerated at the maximum of their scale and whose performance is evaluated by the employer as far exceeding main 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 or reclassified, he/she shall be paid at the minimum of the scale of the higher paid position or shall receive an increase of four per cent (4%), whichever is greater, as of the date he/she has been promoted or reclassified.
- 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 a minimum of five (5) consecutive working days, an employee is required to perform the duties of a higher paid position than his/her regular 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 of the higher paid position.
- 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 regular position, the employee will be paid the salary rate as if he/she had stayed in his/her 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 On written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his/her position, including its classification level and position rating, and an organization chart showing its location within the organization.
- 43.04 An employee who feels that the major responsibilities which are included in his/her job description have been significantly modified, may present to his/her supervisor, a written request for a reevaluation of his/her position, copy to the Human Resources Branch, Organizational Development section. Upon receipt of such a request, the supervisor and the representative of Human Resources shall have a maximum of six (6) months to carry out the review requested. In the case of a salary increase, the adjustment shall be retroactive to the date of the request.
- 43.05 When the Employer makes changes to a job description, these changes shall be underlined prior to submitting a copy to the local union president.
- 43.06 When the employee and/or the Institute are in disagreement with the revised job description, the Institute and/or the employee shall have thirty (30) calendar days as of reception of the revised description, to submit their comments to the Employer. After having paid careful attention the Institute's comments, the Employer may or may not bring modifications to the job description.

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 decimal five (7.5) hours in a day or thirty-seven decimal five (37.5) 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 decimal two five per cent (4.25%) 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 decimal five (7.5) hours per day or thirty-seven decimal five (37.5) 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 (1.5) 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 decimal five (7.5) 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 (1.5) 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 of its ratification by the parties to June 30, 2011 inclusive.

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

2009

**The Professional Institute of the Public
Service of Canada:**

The National Film Board:

Gary Corbett
Acting President, PIPSC

Tom Perlmutter
Government Film Commissioner

Suzelle Brosseau
Negotiator

Linda Smith
Manager, Staff Relations

Nancy Barr

Lucie Painchaud

Members of the negotiating committee :

André Bernatchez

Jane Lecours
Caroline Morcos

Philippe Chartrand

Johanne Dubuc

APPENDIX A
RATES OF PAY (37.5 hours per week)

Level		MINIMUM	MAXIMUM	P.M.
12	from	77 835 \$	101 473 \$	112 505 \$
	July 1, 2007	79 625 \$	103 807 \$	115 093 \$
	July 1, 2008	80 819 \$	105 364 \$	116 819 \$
	July 1, 2009	82 031 \$	106 944 \$	118 571 \$
	July 1, 2010	83 261 \$	108 548 \$	120 350 \$
11	from	70 281 \$	90 750 \$	100 250 \$
	July 1, 2007	71 897 \$	92 837 \$	102 556 \$
	July 1, 2008	72 975 \$	94 230 \$	104 094 \$
	July 1, 2009	74 070 \$	95 643 \$	105 655 \$
	July 1, 2010	75 181 \$	97 078 \$	107 240 \$
10	from	63 465 \$	81 151 \$	89 312 \$
	July 1, 2007	64 925 \$	83 017 \$	91 366 \$
	July 1, 2008	65 899 \$	84 262 \$	92 736 \$
	July 1, 2009	66 887 \$	85 526 \$	94 127 \$
	July 1, 2010	67 890 \$	86 809 \$	95 539 \$
9	from	57 316 \$	72 566 \$	79 552 \$
	July 1, 2007	58 634 \$	74 235 \$	81 382 \$
	July 1, 2008	59 514 \$	75 349 \$	82 603 \$
	July 1, 2009	60 407 \$	76 479 \$	83 842 \$
	July 1, 2010	61 313 \$	77 626 \$	85 100 \$
8	from	51 759 \$	64 888 \$	70 837 \$
	July 1, 2007	52 949 \$	66 380 \$	72 466 \$
	July 1, 2008	53 743 \$	67 376 \$	73 553 \$
	July 1, 2009	54 549 \$	68 387 \$	74 656 \$
	July 1, 2010	55 367 \$	69 413 \$	75 776 \$

Level		MINIMUM	MAXIMUM	P.M.
7	From	46 741 \$	58 020 \$	63 062 \$
	July 1, 2007	47 816 \$	59 354 \$	64 512 \$
	July 1, 2008	48 533 \$	60 244 \$	65 480 \$
	July 1, 2009	49 261 \$	61 148 \$	66 462 \$
	July 1, 2010	50 000 \$	62 065 \$	67 459 \$
6	From	42 215 \$	51 871 \$	56 123 \$
	July 1, 2007	43 186 \$	53 064 \$	57 414 \$
	July 1, 2008	43 834 \$	53 860 \$	58 275 \$
	July 1, 2009	44 492 \$	54 668 \$	59 149 \$
	July 1, 2010	45 159 \$	55 488 \$	60 036 \$
5	from	38 130 \$	46 374 \$	49 935 \$
	July 1, 2007	39 007 \$	47 441 \$	51 084 \$
	July 1, 2008	39 592 \$	48 153 \$	51 850 \$
	July 1, 2009	40 186 \$	48 875 \$	52 628 \$
	July 1, 2010	40 789 \$	49 608 \$	53 417 \$

APPENDIX B

NFB POSTING POLICY

All positions of more than nine months' duration, in the bargaining unit, which become vacant and which the employer wishes to fill, will be posted on the intranet; 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 nine months or less 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

National Office:

The Professional Institute of the Public Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Telephone: 613-228-6310 / 1-800-267-0446

Facsimile: 613-228-9048 / 1-800-465-7477

Regional Offices:

Alberta / Northwest Territories

The Professional Institute of the Public Service of Canada
Suite 1700, 10020 - 101A Avenue
Edmonton, Alberta T5J 3G2

Telephone: 780-428-1347 / 1-800-661-3939

Facsimile: 780-426-5962 / 1-800-856-4963

British Columbia / Yukon

The Professional Institute of the Public Service of Canada
Suite 2015, 401 West Georgia
Vancouver, British Columbia V6B 5A1

Telephone: 604-688-8238 / 1-800-663-0485

Facsimile: 604-688-8290 / 1-800-330-1988

Manitoba / Saskatchewan

The Professional Institute of the Public Service of Canada
Suite 700, 125 Garry
Winnipeg, Manitoba R3C 3P2

Telephone: 204-942-1304 / 1-800-665-0094

Facsimile: 204-942-4348 / 1-800-239-9334

National Capital Region

250 Tremblay Road
Ottawa, Ontario K1G 3J8

Telephone: 613-228-6310 / 1-800-267-0446

Facsimile: 613-228-9048 / 1-800-465-7477

Nova Scotia / New Brunswick / Newfoundland / Prince Edward Island

The Professional Institute of the Public Service of Canada
Suite 610, 1718 Argyle
Halifax, Nova Scotia B3J 3N6

Telephone: 902-420-1519 / 1-800-565-0727

Facsimile: 902-422-8516 / 1-800-238-7427

Ontario (other than the National Capital Region)

The Professional Institute of the Public Service of Canada
Suite 701, 110 Yonge St.
Toronto, Ontario M5C 1T4

Telephone: 416-487-1114 / 1-800-668-3943

Facsimile: 416-487-7268 / 1-800-281-7280

Québec

The Professional Institute of the Public Service of Canada
Suite 2330, 1000 Sherbrooke St. West
Montréal, Québec H3A 3G4

Telephone: 514-288-3545 / 1-800-363-0622

Facsimile: 514-288-0494 / 1-800-288-0494

LETTERS OF AGREEMENT

, 2009

Mrs. Suzelle Brosseau
The Professional Institute of the Public Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Madam:

In the recent round of negotiations, the Institute tabled a series of proposals that would amend the current system of merit-based pay increases of NFB employees covered by the collective agreement.

As you know, the merit increase system for all NFB employees is set out in Section 4.2.3 of the Human Resources Manual and repeated, in part, in article 41 of the collective agreement for the administrative and foreign service category and the scientific and professional category that you represent.

The Institute and the NFB have already begun working to grasp the scope of the problems raised with regard to the objectives and functioning of the current merit increase system.

Thus, although the NFB wishes to maintain a uniform system of merit increases for all its employees, with the obvious goal of internal equity with respect to the type of remuneration paid to various groups of employees, the employer has expressed its willingness to enter into a dialogue with the Institute, as part of the consultation process provided for in article 36 of the collective agreement, in order to discuss questions related to merit increases raised during negotiations.

Representatives of the Institute and the NFB shall meet within ninety (90) days of the signing of the collective agreement in order to continue the work initiated.

Although discussions on the subject, shall not, in themselves, be final, the representatives of the Institute and the NFB have expressed a real desire to propose improvements to the system in place in order to submit them, if appropriate, at the next round of negotiations.

Yours truly,

Linda Smith
Manager, Staff Relations
National Film Board

L-1

, 2009

Mrs. Suzelle Brosseau
The Professional Institute of the Public Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Madam:

Employees who, according to their collective agreement, are not subject to a specific number of hours of work, must perform their functions in such a manner as to fulfil the requirement of their job.

The Film Board will continue the present practice which permits an employee, with the agreement of the supervisor, to have a schedule of work that takes into account those requirements and under which each employee works an average normal number of hours of work. It should be well understood that we are referring here to a different distribution of regular hours of work and that, in no case, will an employee be compensated on an overtime basis.

Yours truly,

Linda Smith
Manager, Staff Relations
National Film Board

L-2

HUMAN RESOURCES BRANCH

P.O. Box 6100, Station Centre-ville, Montreal, Quebec H3C 3H5
Telephone: 514-283-9115 Fax : 514-283-5850

,2009

Mrs. Suzelle Brosseau
The Professional Institute of the Public Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Madam:

During the recent negotiations between the National Film Board and the Professional Institute of the Public Service of Canada for the renewal of the Administrative and Foreign Service category collective agreement ending June 30, 2007, it was agreed that we would forward you a letter of clarification concerning parking expenses and facilities for employees in the bargaining unit who are located in Canada and are required to use their personal car in the performance of their duties.

We are prepared to reimburse parking expenses incurred by an employee or to provide him or her with parking space free of charge, at or in the immediate vicinity of his or her office, when he or she is required to use his or her personal car on Film Board business. However, it is understood that the Film Board will determine when an employee should use his or her personal car to carry on Film Board business. The Film Board will reimburse parking expenses or provide parking space on the condition that prior authorisation has been obtained by the employee.

Yours truly,

Linda Smith
Manager, Staff Relations
National Film Board

L-3

, 2009

Mrs. Suzelle Brosseau
The Professional Institute of the Public Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Madam:

In the recent round of negotiations, the NFB proposed to clarify the administrative rule applicable to the balance of credits, of more or less two (2) hours, of the vacation credit bank on March 31st, the end of the fiscal year.

When the balance is less than two (2) hours; that is, between zero decimal zero one (0.01), and one decimal nine nine (1.99) the balance is automatically reset to zero (0).

When the balance is two (2) hours or more, the real hours will be forwarded to the subsequent year in compliance with clause 19.03 f) of the collective agreement.

Yours truly,

Linda Smith
Manager, Staff Relations
National Film Board

L-4

HUMAN RESOURCES BRANCH

P.O. Box 6100, Station Centre-ville, Montreal, Quebec H3C 3H5
Telephone: 514-283-9115 Fax : 514-283-5850

, 2009

Mrs. Suzelle Brosseau
The Professional Institute of the Public Service of Canada
250, Tremblay Road
Ottawa, Ontario
K1G 3J8

Dear Madam:

The parties have agreed to continue the discussions that were begun during the 2005-2007 round of negotiations regarding employee reprimands related to the volume of work which, according to representatives of the Institute, has increased significantly over the past few years.

During recent negotiations, the Institute submitted a proposal for granting personnel in level 8 or higher the right to work overtime.

The employer then submitted the following proposal:

“Although this article applies only to levels 5 to 7, the employer recognizes that some positions in level 8 and higher require a different assigning of work hours because of the duties involved. Moreover, these positions should entail on average a normal number of work hours. Generally, the assigning of work hours agreed upon between employer and employee for such positions should be done according to this principle.

In cases where the assigning of work hours for a given period does not allow the normal number of work hours to be respected, the employer may authorize an accumulation of leave credit as follows:

- a) The employee informs the manager that he/she wishes to enrol in this system and decides with him/her how to account for his/her time worked;*
- b) Employer and employee make every effort to adhere to a normal number of work hours;*
- c) When, despite sub-paragraph b) above, the employee works hours exceeding ten (10) hours (i.e. thirteen point four per cent [13.4%] in excess of the normal work schedule of seventy-five [75] hours) over a period of two (2) weeks, he/she may submit that time for approval by the supervisor to acquire a credit entitlement of a maximum of one half day per month for a total not exceeding six (6) days per fiscal year.*

Credits accumulated according to sub-paragraph c) will be available to be used in total during the following fiscal year or expire. Credits that are not used in the year concerned cannot be extended to another year and will under no circumstances be redeemable for cash.

To further clarify, after the first year of implementation of this credit system, the account will be reduced to zero (0) on April 1 of each year.”

HUMAN RESOURCES BRANCH

P.O. Box 6100, Station Centre-ville, Montreal, Quebec H3C 3H5
Telephone: 514-283-9115 Fax : 514-283-5850

The parties have decided to first continue discussing the means that could be implemented for analyzing the level of work asked of employees in certain NFB departments where the problem seems most significant. Next, based on a predetermined timetable by them, the parties can undertake studies they deem appropriate to better determine and understand the work distribution and assignment problems in certain NFB departments.

We hope that this examination process will enable the parties to confirm or invalidate perceptions that might exist on either side as to: 1) the number of hours actually worked beyond what could be considered a normal work week for a professional represented by the Institute and 2) the impossibility, due to an excessively high volume of work, for these employees to make up exceeding work time through additional time off.

The parties have also agreed to use the parameters of the above-mentioned employer's proposal to form a pilot group to assess the advantage and feasibility of such a clause.

The parties will follow up via the consultation committee, as stipulated in article 36 of this agreement.

Yours sincerely,

Linda Smith
Manager, Staff Relations
National Film Board

L-5