

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

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this collective 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 collective agreement.
- 1.02 The parties to this collective 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 collective agreement:
- (a) "**bargaining unit**" (*unite de négociation*) means all the employees of the National Film Board (NFB) in the Administrative and Foreign Service Category, as described in the certificate issued by the Public Service Labour Relations Board (PSLRB) on the twentieth (20th) day of September 1968 and all the employees of the NFB in the Scientific and Professional Category, as described in the certificate issued by the PSLRB on the twenty-second (22nd) day of July 1982;
 - (b) "**compensatory leave**" (*congé compensateur*) 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;
 - (c) "**continuous employment**" (*emploi continu*) 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 collective agreement;
 - (d) "**continuous position**" (*poste continu*) means a position established for an indefinite period of time and included in the plan of organization formulated by the NFB in accordance with the *National Film Act*.
 - (e) "**continuous status employee**" (*personne salariée à statut continu*) means an employee who holds a continuous position or a temporary employee with at least three (3) years of continuous employment in a continuous position or not.
 - (f) "**daily rate of pay**" (*taux de rémunération quotidien*) means an employee's weekly rate of pay divided by five (5);
 - (g) "**day of rest**" (*jour de repos*) in relation to an employee means a day other than a designated paid holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of his or her being on leave of absence;
 - (h) "**employee**" (*personne salariée*) means a person who is a member of one of the bargaining units;
 - (i) "**Employer**" (*employeur*) means the NFB;

- (j) "**family**" (*famille*): except where otherwise specified in this collective agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, stepbrother, step-sister, spouse, child (including child of spouse), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides.
- (k) "**hourly rate of pay**" (*taux de rémunération horaire*) means an employee's daily rate of pay divided by his or her normal daily hours of work;
- (l) "**Institute**" (*Institut*) means the Professional Institute of the Public Service of Canada;
- (m) "**lay-off**" (*mise en disponibilité*) means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- (n) "**membership dues**" (*cotisations syndicales*) 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;
- (o) "**part-time employee**" (*personne salariée à temps partiel*) means, in accordance with the *Federal Public Sector Labour Relations Act* (FPSLRA), an employee whose normal scheduled hours of work are less per week than a full-time employee;
- (p) "**seniority**" (*ancienneté*) means an employee's length of employment at the NFB. Seniority is not interrupted by paid leave or leave without pay except for leave provided in 21.06 (d), 21.07 (b), 21.08 (b) and 24.08 (b). In these cases, seniority is frozen and does not add up during the leave.
- (q) "**spouse**" (*conjoint-e*) 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.
- (r) "**temporary employee**" (*personne salariée à statut temporaire*) means, in accordance with the definition of employee above, a person hired for a term;
- (s) "**temporary position**" (*poste temporaire*) means a position that serves to meet a temporary need or temporary extra work for a determinate period.

When a same temporary position is staffed for an uninterrupted period of three years, the NFB transforms the position to a continuous position.
- (t) "**weekly rate of pay**" (*taux de rémunération hebdomadaire*) means an employee's rate of pay divided by fifty-two decimal one seven six (52.176);

ARTICLE 3

GENERAL PROVISIONS

- 3.01 It is agreed that working conditions not covered by this collective agreement shall be determined by the rules and regulations defined by the NFB in the Human Resources Manual. The Employer will consult the Institute on 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 collective agreement.

- 3.02 If there is any conflict of interpretation between the provisions of this collective agreement and the Human Resources Manual, the provisions of this collective agreement shall apply.
- 3.03 The Employer will make the Human Resources Manual available on its Intranet site for employees' consultation.

The NFB will communicate in writing with the Institute (Montreal and Ottawa offices) on a quarterly basis to confirm changes (if any) that were made during the previous quarter.

When there is a change, the Employer will transmit all updates of the document (in whole or in part) to the two aforementioned offices.

- 3.04 The Employer will submit a copy of the Human Resources Manual both in paper and electronic form to The Union at the signature of the collective agreement.

No specific agreement relating to conditions of employment other than those provided for in the collective agreement shall be valid unless it has received the written approval of the duly authorized representatives of the Employer and the union.

ARTICLE 4

APPLICATION

The provisions of this collective 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 collective 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 collective agreement are both official versions and are equally authoritative.

ARTICLE 6

STATE SECURITY

Nothing in this collective 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 collective agreement in no way restricts the authority of those charged with managerial responsibilities at the NFB.

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 PSLRB 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 PSLRB 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 Federal Public Sector Labour 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, gender identity and expression, 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 collective 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.

The Employer shall take all reasonable means to prevent harassment in the workplace, and take appropriate steps to remedy any founded harassment.

- (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 UNION REPRESENTATIVES

The Employer acknowledges the right of the Institute to appoint union representatives from amongst the employees. The Employer and the Institute shall by mutual agreement determine the geographical area of jurisdiction of each union representative, having regard to the plan of organization and the distribution of employees at the workplace.

When the local union president is absent, the Employer will address the person designated by the executive to replace him or her.

ARTICLE 11

TIME OFF FOR UNION REPRESENTATIVES

The parties recognize that it is in their interest to maintain and develop a labour-management partnership.

- (a) The function of bargaining agent president can require a rearrangement of one's work schedule. To this effect, the employee occupying this function must inform his or her supervisor and obtain the permission of his or her immediate supervisor before leaving his or her work.
- (b) A union representative appointed in accordance with Article 10 shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee 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 TO THE WORK SITE

- 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 NFB.

ARTICLE 13

TIME OFF FOR INSTITUTE BUSINESS

13.01 **Federal Public Sector Labour Relations and Employment Board (FPSLREB) Hearings**

(a) ***Complaints made to the FPSLREB pursuant to Section 190 (1) of the Federal Public Sector Labour Relations Act (FPSLRA)***

Where operational requirements permit, the Employer will grant:

- (i) leave with pay to an employee who makes a complaint on his or her own behalf, before the FPSLREB, and
- (ii) 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.

(b) ***Application for certification, representations and interventions with respect to applications for certification***

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

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

(c) ***Employee called as a witness***

The Employer will grant:

- (i) leave with pay to an employee called as a witness by the FPSLREB, and
- (ii) 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**

- (a) 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.

(b) ***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**

(a) ***Employee who is a party***

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

(b) ***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.

(c) ***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**

(a) ***Employee presenting grievance***

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

- (i) 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
- (ii) 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.

(b) ***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.

(c) ***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 **Union representatives' Training Courses**

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

ARTICLE 14

INFORMATION

- 14.01 The Employer agrees to supply the Institute (to the local president and to the head office) on a monthly basis with a list containing the following information for employees belonging to the bargaining unit:
- name, location, level, and number of current, new and terminated employees;
 - date of appointment of new employees;
 - names of employees on leave without pay for more than one month and their date of departure and return;
 - nature, date of departure for employees who have left;
 - for reclassified employees, the date of reclassification.
- 14.02 The Employer agrees to provide members of the local executive, union delegates and Institute regional offices with the required number of printed and bound copies of the collective agreement.
- 14.03 The Employer will communicate to the Institute, upon signature of the collective agreement, the list of employees in each category along with their employment date at the NFB.
- 14.04 The Employer shall make available to all employees an electronic version of this collective agreement on the Intranet.
- 14.05
- (a) As part of the Employer's orientation program, the Institute will be given the possibility of introducing one of its representatives to new employees.
 - (b) The Employer agrees to distribute to each new employee an information package prepared and supplied by the Institute.

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 collective agreement, no employee organization, as defined in Section 2 (1) of the FPSTRA, 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 electronically or by direct deposit within a reasonable delay. When these amounts are remitted, the Employer provides the Institute the information identifying each employee and the deductions made on his or 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 or she declares in an affidavit that he or 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 or 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 PAID HOLIDAYS

- 17.01 Subject to clause 17.02, the following days shall be designated paid 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.

For greater certainty, employees who do not work on a designated paid holiday are entitled to seven decimal five (7.5) hours pay at the straight-time rate.

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 paid holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 13 (Time Off for Institute Business).

17.03 Designated Paid Holiday Coinciding with a Day of Paid Leave

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

17.04 Designated Paid Holiday Falling on a Day of Rest

When a day designated as a designated paid holiday under clause 17.01 coincides with an employee's day of rest, the designated paid holiday shall be moved to the employee's first working day following his or 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 collective 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 or her term of employment is long enough.

18.02 An employee who, because of his or her religion, is forbidden to work a day where he or she was scheduled, should give the Employer one (1) months' 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 collective 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, parental and sickness leave), 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 pay increment purposes.

- 18.04 In the event of termination of employment for reasons other than incapacity, death or layoff, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

ARTICLE 19

VACATION LEAVE

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

19.01 Accumulation of Vacation Leave

An employee shall earn vacation leave at the following rates for each calendar month in which he or she has earned at least ten (10) days' pay:

- (a) nine decimal three seven five (9.375) hours a month (three [3] weeks per fiscal year) if he or 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 or 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 or 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 or 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 or she has completed sixteen (16) years of continuous employment;
- (f) fifteen (15) hours a month (twenty-four [24] days per fiscal year) after he or 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 or 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 or 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 or she has completed twenty-seven (27) years of continuous employment.

19.02

- (a) For the purpose of clause 19.01 (Accumulation of Vacation Leave) only, all service as employee at the NFB 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.
- (b) However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off. For greater certainty, severance payments taken under clauses 26.11 to 26.14, or similar provisions in other collective agreements, do not reduce the calculation of service for persons who have not yet left the public service.

- (c) For the purpose of clause 19.02 only, effective April 1, 2012 on a go forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

19.03 **Granting of Vacation Leave**

- (a) Subject to the provisions of clause 19.10 (Carry-Over of Annual Leave), 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 within five (5) working days following the request.

- (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 or 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 or 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 19.10 (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 or her request during the month of April.

19.04 When the balance of vacation credits is of less two (2) hours at the end of the fiscal year – 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 accordance with paragraph 19.03 (f) (Vacation remaining as of January 15).

19.05 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.

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

19.07 Recall from Vacation Leave

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

(a) in proceeding to his or her place of duty, and

(b) in returning to the place from which he or she was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled,

after submitting such accounts as are normally required by the Employer.

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

19.09 Leave to Employee's Credit When Employment Terminates

When an employee dies or terminates his or her employment, he or she or his or 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.

19.10 Carry-Over of Annual Leave

(a) An employee who wishes to defer a maximum of five (5) days' annual vacation to the following fiscal year shall inform his or her superior thereof in writing. With the exception of the situations provided for in paragraphs 19.10 (b) and (c), an employee may not, at any time during the fiscal year, bank more annual leave than his or 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 or 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 the Human Resources Division, defer more than the five (5) vacation days allowed under paragraph (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 the Human Resources Division, in lieu of annual vacation that he or she was unable to take due to an extended absence from work, an employee may receive compensation corresponding to his or 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.

19.11 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 clause 21.12,

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.

19.12 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 or she receives pay for at least ten (10) days.

20.02 Granting of Sick Leave

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

- (a) he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer, and
- (b) he or 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 or her illness or injury and stating that because of this illness or injury he or she was unable to perform his or her duties shall, when delivered to the NFB, be considered as meeting the requirements of paragraph 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 or 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 or 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 or 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 or she shall be granted sick leave and his or 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 or she has earned is terminated by death, the employee is considered to have earned the amount of sick leave with pay granted to him or her.

ARTICLE 21

SPECIAL LEAVE

21.01 Extraordinary Leave

- (a) An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) consecutive hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 19.02.
- (b) The vacation leave credits provided in paragraph (a) above shall be excluded from the application of 19.10, dealing with the Carry-Over of Annual Leave.
- (c) ***Transitional Provision***

This provision does not apply to an employee who has already benefited from a Marriage Leave.

21.02 Bereavement Leave With Pay

When a member of the employee's family as defined per Article 2 or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee dies, an employee shall be entitled to bereavement leave with pay. Such bereavement leave, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

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

iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

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

(d) An employee shall be entitled to bereavement leave with pay for a person who stands in the place of a relative for the employee whether or not there is a degree of consanguinity between such person and the employee only once during the employee's total period of employment in the federal public administration.

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

21.04 **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, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave may be divided in periods of seven decimal five (7.5) or three decimal seven five (3.75) hours.

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.

21.05 **Leave for Other Reasons**

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

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

This leave shall be taken at a time convenient to both the employee and the Employer. However, the Employer will endeavor to grant the leave on the date chosen by the employee.

21.06 **Leave Without Pay for the Care of Family**

The parties acknowledge the importance of access to leave to care for family. Subject to operational requirements, an employee shall be granted unpaid leave to care for family, as defined per Article 2 or a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee, under the following conditions:

- (a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
- (b) leave granted under this clause shall be for a minimum period of three (3) weeks;

- (c) the total leave granted under this clause shall not exceed five (5) years during an employee's total period of employment at the NFB and the conditions of clause 24.09 apply for leaves of more than three (3) months;
- (d) leave granted under this clause except if less than three (3) months, shall be deducted from "continuous employment" for the purpose of calculating severance pay and vacation leave;
- (e) An employee who takes unpaid leave pursuant to this clause may change the date of return to work if such a change entails no additional cost to the Employer;
- (f) Time taken on this type of leave shall not count for the purposes of salary progression as per Article 41.

21.07 Leave for Personal Need

Without restricting clause 21.05 (Leave for Other Reasons), 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 paragraphs (a) and (b) of this clause during his or her period of employment at the NFB. 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 paragraph (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and vacation leave.

21.08 Leave Without Pay to Accompany Spouse

- (a) At the request of an employee, 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.

21.09 Leave With Pay for Family Related Responsibilities

- (a) For the purpose of this clause, "family" is defined as:
 - (i) spouse (including common law spouse resident with the employee);
 - (ii) children (including foster children, children of legal or common-law partner and ward of the employee);
 - (iii) parents (including step-parents or foster parents), father-in-law, mother-in-law;
 - (iv) brother, sister, step-brother, step-sister;
 - (v) grandparents and grandchildren of the employee;

- (vi) any relative, residing in the employee's household or with whom the employee permanently resides;
 - (vii) any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee; or
 - (viii) a person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee.
- (b) The total leave with pay which may be granted under this clause shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.
- (c) 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 or 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 or her child;
 - (iv) to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
 - (v) to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
 - (vi) seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in paragraph (b) above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

21.10 **Caregiving Leave**

- (a) An employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) benefits for Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults may be granted leave without pay while in receipt of or awaiting these benefits.
- (b) The leave without pay described in 21.10(a) shall not exceed twenty-six (26) weeks for Compassionate Care Benefits, thirty-five (35) weeks for Family Caregiver Benefits for Children and fifteen (15) weeks for Family Caregiver Benefits for Adults, in addition to any applicable waiting period.
- (c) When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been accepted.

(d) When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits, Family Caregiver Benefits for Children and/or Family Caregiver Benefits for Adults has been denied, clause 21.10(a) above ceases to apply.

(e) Leave granted under this clause shall count for the calculation of “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

21.11 Medical Appointment for Pregnant Employees

(a) 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.

(b) 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.

21.12 Court Leave

The Employer shall grant leave with pay to an employee, other than an employee on leave of absence without pay 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 or 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.

21.13 Domestic Violence Leave

For the purposes of this article domestic violence is considered to be any form of abuse or neglect that an employee or an employee’s child experiences from someone with whom the employee has or had an intimate relationship.

(a) The parties recognize that employees may be subject to domestic violence in their personal life that could affect their attendance at work.

(b) Upon request, an employee who is subject to domestic violence or who is the parent of a dependent child who is subject to domestic violence from someone with whom the employee has or had an intimate relationship shall be granted domestic violence leave in order to enable the employee, in respect of such violence:

(i) to seek care and/or support for themselves or their dependent child in respect of a physical or psychological injury or disability;

(ii) to obtain services from an organization which provides services for individuals who are subject to domestic violence;

(iii) to obtain professional counselling;

- (iv) to relocate temporarily or permanently; or
 - (v) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding.
- (c) The total domestic violence leave with pay which may be granted under this article shall not exceed seventy-five (75) hours in a fiscal year.
- (d) The Employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- (e) Notwithstanding clauses 21.13(b) to 21.13(c), an employee is not entitled to domestic violence leave if the employee is charged with an offence related to that act or if it is probable, considering the circumstances, that the employee committed that act.

ARTICLE 22

DISCIPLINE

Documents related to disciplinary measures

- 22.01 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.
- 22.02 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.
- 22.03 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.
- 22.04 Any disciplinary action is communicated to the concerned employee in a written notice with copy to the union. This disciplinary notice describes the disciplinary action and the reasons explaining it. Only disciplinary actions submitted in writing to the employee and the union, in accordance with this article, may be submitted as evidence during an arbitration and be placed in employee's file. Except in the case of a serious offence, a suspension only becomes effective after two (2) working days following receipt of the disciplinary action by the employee.

Standards of discipline

- 22.05 Where written departmental standards of discipline are developed or amended, the Employer agrees to supply sufficient information on the standards of discipline to each employee and to the Institute.
- 22.06 A written reprimand, a suspension or a dismissal are disciplinary measures that may be applied depending on the severity or the frequency of the alleged offence. The Employer will not take disciplinary actions without sufficient and just cause for which he has the burden of proof.

Meetings, investigations and hearings

- 22.07 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he/she may be accompanied by a union representative. Where practicable, the employee shall receive a minimum of two (2) working days' notice of such administrative inquiry,

hearing or investigation being conducted as well as its purpose. The unavailability of the union representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.

- 22.08 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him/her or to render a disciplinary decision concerning him/her, the employee is entitled to have, at his/her request, a union representative attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting as well as its purpose.
- 22.09 Subject to the Access to Information Act and Privacy Act, the Employer shall provide the employee access to the information used during the disciplinary investigation.
- 22.10 The Employer agrees to introduce, at least one month in advance of a hearing relating to disciplinary action, any document concerning the conduct or performance of an employee the existence of which the employee was not aware at the time of filing.

Suspension or Dismissal

- 22.11 When an employee is suspended or dismissed from their duties, the Employer undertakes to notify the employee in writing of the reason for such suspension or dismissal. The Employer shall give such notification within twenty (20) working days of the infraction or of the Employer's knowledge thereof.
- 22.12 The Employer shall notify the union representative as soon as possible that such suspension or dismissal has occurred.

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 or 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 NFB 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 or she has undertaken to serve after completion of the course.

he or 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 or her professional colleagues, the employee shall have the right to attend a reasonable number of conferences or conventions related to his or her field of specialization. The Employer grants leave with pay and reasonable expenses, including registration fees, to attend such gatherings, subject to budgetary and operational constraints as determined by the Employer.

The Employer must allow an employee who is a member of an association, organization or governing body the paid training time required to maintain his/her professional designation when it is a requirement for the continuous performance of his/her duties.

- (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 or her field of employment, may be granted leave with pay for this purpose and may, in addition, be reimbursed for his or 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 or 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 collective 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 or her normal compensation including any increment for which he or 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.
- (f) Budget and circumstances permitting, the Employer will allow each employee to participate in at least one (1) professional refresher training activity per year chosen jointly with his or her supervisor.

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 or her qualification.

ARTICLE 24

MATERNITY LEAVE AND PARENTAL LEAVE

24.01 **Maternity-Related Reassignment or Leave**

- (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 (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). For purposes of this subparagraph, the terms "illness" or "injury" used in Article 20 (Sick Leave), 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 pay increment.
- (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), 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 within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act 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) above, 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) above, 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) above, 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:

$$\frac{\text{(allowance received)} \times \text{(remaining period to be worked following her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

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

- (b) For the purpose of sections (a) (iii) (B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a) (iii) (B), without activating the recovery provisions described in section (a) (iii) (C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
 - (ii) for each week 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, and
 - (iii) where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety-three per cent (93%) of her weekly rate of pay, less any other monies 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 (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 (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 (f) (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 Long-term 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 partner), the employee shall, upon request, be granted parental leave without pay for either:

- (i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period (standard option), or
- (ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

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 either:

- (i) a single period of up to thirty-seven (37) consecutive weeks in the fifty-two-week (52) period (standard option), or
- (ii) a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period (extended option),

beginning on the day on which the child comes into the employee's care.

- (c) Notwithstanding (a) and (b) above, at the request of an employee and at the discretion of the Employer, the employee may, upon request, take the leave indicated in 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 before the commencement of such leave.

- (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) Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

24.06 Parental Allowance

Under the Employment Insurance (EI) benefits plan, parental allowance is payable under two options, either:

- Option 1: standard parental benefits, 24.06 paragraphs (c) to (k), or
- Option 2: extended parental benefits, 24.06 paragraphs (l) to (t).

Once an employee elects the standard or extended parental benefits and the weekly benefit top up allowance is set, the decision is irrevocable and shall not be changed should the employee return to work at an earlier date than that originally scheduled.

Under the Québec Parental Insurance Plan (QPIP), parental allowance is payable only under Option 1: standard parental benefits.

Parental Allowance Administration

(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) or (l) to (r), 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 Plan 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 within the federal public administration, as specified in Schedule I, Schedule IV or Schedule V of the Financial Administration Act, on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) following his or her return to work as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the standard parental allowance, in addition to the period of time referred to in section 24.03 (a) (iii) (B), if applicable. Where the employee has elected the extended parental allowance, following his or her return to work, as described in section (A), the employee will work for a period equal to sixty percent (60%) of the period the employee was in receipt of the extended 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 as described in 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 received) X (remaining period to be worked as specified in (B)), following his or her return to work

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

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

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

Option 1 - Standard Parental Allowance:

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
- (i) where an employee on parental leave without pay as described in 24.05(a)(i) and (b)(i), has elected to receive Standard Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his or her weekly rate of pay for 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 Plan or the Quebec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefits, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefits to which he or she would have been eligible if no extra monies had been earned during this period.
 - (iii) where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit or has divided the full thirty-two (32) weeks of parental benefits with another employee in receipt of the full five (5) weeks paternity under the Quebec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period.
 - (iv) where an employee has divided the full thirty-seven (37) weeks of adoption benefits with another employee under the Québec Parental Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of up to two (2) weeks, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period;
 - (v) where an employee has received the full thirty-five (35) weeks of parental benefit under the Employment Insurance Plan and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week at ninety three per cent (93%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 24.03(c)(iii) for the same child.
 - (vi) where an employee has divided the full forty (40) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 24.03(c)(iii) and 24.06(c)(v) for the same child.

- (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 Employment Insurance Plan parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Act Respecting Parental Insurance in Quebec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental Allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined, shared, maternity and standard parental allowances payable shall not exceed fifty-seven (57) weeks for each combined maternity and parental leave without pay.

Option 2 - Extended Parental Allowance:

- (l) Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee on parental leave without pay as described in 24.05 (a)(ii) and (b)(ii), has elected to receive extended Employment Insurance parental benefits and is subject to a waiting period before receiving Employment Insurance parental benefits, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental benefits under the Employment Insurance, he or she is eligible to receive the difference between fifty-five decimal eight per cent (55.8%) of his or her weekly rate and the parental benefits, less any other monies earned

during this period which may result in a decrease in his or her parental benefits to which he or she would have been eligible if no extra monies had been earned during this period;

- (iii) where an employee has received the full sixty-one (61) weeks of parental benefits under the Employment Insurance and thereafter remains on parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of his or her weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 24.03(c)(iii) for the same child.
- (iv) where an employee has divided the full sixty-nine (69) weeks of parental benefits with another employee under the Employment Insurance Plan for the same child and either employee thereafter remains on parental leave without pay, that employee is eligible to receive a further parental allowance for a period of one (1) week, fifty-five decimal eight per cent (55.8%) of their weekly rate of pay for each week, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 24.03(c)(iii) for the same child;
- (m) At the employee's request, the payment referred to in subparagraph 24.06(l)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance.
- (n) The parental allowance to which an employee is entitled is limited to that provided in paragraph (l) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- (o) The weekly rate of pay referred to in paragraphs (l) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of 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 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.
- (p) The weekly rate of pay referred to in paragraph (l) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- (q) Notwithstanding paragraph (p), and subject to subparagraph (o)(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.
- (r) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the allowance, the allowance shall be adjusted accordingly.
- (s) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

The maximum combined, shared, maternity and extended parental allowances payable shall not exceed eighty-six (86) weeks for each combined maternity and parental leave without pay.

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 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 NFB 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 paragraph 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 or 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 (1) year starting at the expiry date of the leave without pay for positions at the same, equivalent or lower level within the same Division, 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 Workers' Compensation Board that he or she is unable to perform his or her duties because of:

- (a) personal injury accidentally incurred in the performance of his or her duties and not caused by the employee's willful misconduct,
- (b) sickness resulting from the nature of his or her employment, or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of his or 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 or 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 Workers' 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 or she was unable to perform his or 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 Consultation in case of position abolishment

The Employer has the right to modify, abolish, and create any position. The Union shall be advised in writing and as soon as possible of any changes to this effect and when they enter into force.

Notwithstanding the foregoing, in the case of the elimination of positions, the Employer must meet with the Union no later than ten (10) business days prior to the date said position is to be eliminated to provide reasons for the change.

The notice shall be given whether the position is staffed or vacant.

26.03 Consultation between the Institute and the NFB before layoffs

After having notified the Institute of an eventual layoff, the NFB will meet the Institute's representatives to prepare a human resources transition plan in view of keeping unfavourable consequences to laid-off employees to a minimum. The scope and extent of the transition plan will depend on the number of affected employees.

26.04 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.

26.05 When a position of an equal or lower than the one formerly held by an employee who has been laid off or is about to be laid off is to be filled, the Employer shall give priority to the candidacy of the employee who has been laid off or is about to be laid off, provided that employee meets the criteria set out in Article 29.

26.06 Recall Priority

Except when he or she receives an amount in lieu of notice, in whole or in part, as provided below, a laid-off continuous status 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 status employee is called back to work within this time.

26.07 Notice

Aside from severance pay pursuant to clause 26.08, 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 or she would have earned if he or 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.

Severance Pay

26.08 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.

(a) On the first (1st) lay-off, for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

(b) On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under paragraph (a).

26.09 Death

If an employee dies, there shall be paid to his or her estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

26.10 **Rejection of Trial Period**

An employee who has more than one (1) year of continuous employment, and who ceases to be employed for reason of rejection during his or her trial period immediately following a second or subsequent appointment, shall be paid severance pay equal to the product obtained by multiplying his or 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 or she was paid severance pay by the Employer.

26.11 **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 or she was granted severance pay by the Employer.

- 26.12 Severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clauses 26.08 and 26.13 be pyramided.

For greater certainty, payments made pursuant to clauses 26.11 to 26.15 of Appendix E (Archived Provisions for the Elimination of Severance Pay for Voluntary Separations) or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of this clause.

- 26.13 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found in Appendix E.

ARTICLE 27

PROBATION, TRIAL PERIOD AND PERFORMANCE

27.01 **Probationary Period**

A probationary period is a period of orientation for a new employee, during which he or she must satisfy the performance standards of the NFB.

An employee will have only one probationary period of twelve (12) months during his or her career at the NFB.

The employee who is released during probation has the right to grieve. However, the grievance is not subject to the adjudication procedure except if the decision is discriminatory, arbitrary or in bad faith.

27.02 **Trial Period Following a Promotion or Transfer**

A trial period is used to establish clear expectations and objectives, provide support and feedback on the employee's performance and, where appropriate, flag unsatisfactory performance.

The continuous status employee who is promoted or transferred may be subject to a trial period.

The trial period provisions do not apply in the case of reclassification or declassification of a position.

If the trial period is not successful, the employee returns to his or her previous position if it is still available.

- (a) If his or her previous position is not available, the Employer will make all reasonable efforts to transfer the employee in an equivalent position (i.e. same position level as the previous position) for which he or she is qualified.
- (b) If such a position is not available, the Employer will offer any other position for which the employee is qualified, regardless of level. If the employee refused without valid and sufficient reason, he or she is laid-off.

Clause 27.02 does not apply to employees who are transferred into a position due to unsatisfactory performance or due to their incapacity or incompetence in their previous position.

Annual Performance Appraisal

27.03 For the purposes of this article:

The official evaluation of the employee's performance means any written evaluation(s) by a supervisor regarding the manner in which he or she has fulfilled the tasks assigned to him or her during a specified period in the past.

This performance evaluation is recorded on a form prescribed by the Employer.

27.04 The employee has the right to be represented during the discussions regarding the creation of an action plan following his or her performance.

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

- a) The manager responsible for completing the evaluation should have been able to observe the performance of the employee. In the event that an employee would have reported more than one manager during the reference period, the manager responsible for evaluating the employee will do so in consultation with the other managers.

At the request of the employee, each evaluation meeting will be held with the managers involved in the consultation process.

27.06 The Employer's representative will provide the employee with a copy of the performance evaluation.

An employee shall be given an opportunity to see the formal appraisal form of his or her performance in order to discuss it with his/her supervisor.

Normally, within fifteen (15) working days of receiving his or her evaluation from his or her supervisor, the appraisal form shall be signed by the employee and delivered to his or her supervisor with, if necessary, his or her comments.

Once this delay expires, the supervisor signs the copy and sends it to be put in the employee's file. Any period of absence of the employee or the Employer's representative will be excluded from the calculation of fifteen (15) working days.

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 or her signature. An employee shall also be given an opportunity to see and sign all adverse reports pertaining to the performance of his or her duties in his or her current position, which are placed on his or 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.

27.07 When there is a disagreement between the Employer and the employee about the appraisal, the employee may put down his or her comments in writing. Upon request of the employee, these comments will be filed in his or her personnel file with his or her appraisal if these comments are received within the delays stated in clause 27.06.

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

Employee File

27.09 Upon request of an employee, the file of that employee may be made available for his or her examination in the presence of an authorized representative of the Employer. Such a request will not be unreasonably denied.

The employee may, if he or she wishes, be accompanied by a representative of the Institute or authorize, in writing, the Institute to examine his or her file on his or her behalf.

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 NFB 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.

Upon the candidate's request, 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.

29.06 When a position is posted, the decisive selection criteria are: knowledge, training, experience, abilities, in relation to the relevant requirements of the position to be filled. In case of equal qualification, seniority is the decisive criterion.

29.07 The employee on leave may enroll in a job posting registry. The registration is valid for the duration of the absence.

The continuous status employee occupying a temporary position may enroll in the job posting registry. The registration is valid for a term of eighteen (18) months following the end of employment.

Registration shall be made by the employee or his agent to Human Resources.

The Employer shall copy the Union on job postings sent to people in the job posting registry.

ARTICLE 30

STAFFING RECOURSE

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 or her appeal to the Director General of Human Resources within five (5) working days from the date he or she is advised that he or she has not been selected for the position.

30.02 The employee shall have the right to assistance by a representative of the Institute 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 NFB 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 (Notice), 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 **Notice**

Except in case of emergency, the Employer agrees to give the Institute at least sixty (60) 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 or 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

HEALTH AND SAFETY

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 NFB with a union representative of the 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 Notice

The Employer agrees to give the Institute at least sixty (60) calendar days' written notice of the introduction or implementation of contracting out.

34.03 The written notice provided for in clause 34.02 (Notice) 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 Consultation

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 (Consultation), 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

(Repealed)

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 General, Human Resources and the Advisor, Labour 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 SETTLEMENT 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

(a) Individual Grievances

Subject to and as provided in section 208 of the Federal Public Sector Labour Relations Act, an employee who feels that he or 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, as in paragraph (b).

(b) Steps in the Grievance Settlement Procedure

- 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 or her Division Director for further review, submitting it through his or 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 Division Director level, the employee may refer it to the Government Film Commissioner, submitting it through his or 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 Federal Public Sector Labour Relations Act, 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 paragraph 37.01 (b).

37.03 Policy Grievance

Subject to and as provided in section 220 of the Federal Public Sector Labour Relations Act, 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 paragraph 37.01 (b), 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 Calculation of time limit

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

37.05 Time Limits

An employee must submit his or her grievance within twenty-five (25) days from the date on which he or 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 or she received a reply at the preceding step. At each level he or 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 or her grievance and the date by which he or she has been given a reply must not exceed fifteen (15) days.

37.06 Representation

An employee may submit a grievance on his or 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.

37.07 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.

37.08 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.

37.09 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.

- 37.10 When the employee is represented by the Institute in the presentation of his or her grievance, the Employer shall provide the 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.
- 37.11 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.
- 37.12 When the Employer, as a result of disciplinary action, discharges an employee, the grievance procedures set forth in this collective agreement shall apply, except that:
- (a) the grievance may be presented at the final level only, subject to mutual consent, as stated in clause 37.07 (Elimination of Steps in the Grievance Procedure);
 - (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, a union representative.
- 37.13 An employee may abandon his or 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.
- 37.14 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 or her grievance, or refrain from exercising his or her right to present a grievance, as provided in this collective agreement.
- 37.15 **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 or her satisfaction, if the grievance is with respect to:

- (a) the interpretation or application in respect of his or 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 or she may refer the grievance to adjudication by filing with the Secretary to the Federal Public Sector Labour Relations and Employment 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 (a) above, the employee must previously obtain the permission of the Institute to submit the grievance to adjudication.

Classification Grievance

- 37.16 An employee who feels that he/she has been treated unjustly or considers himself/herself aggrieved by any action or omission of the Employer in matters arising from the classification process is entitled to present a grievance.

At any time, the union may file a classification grievance in the name of the employee.

The grievance will be heard by an evaluation specialist chosen by the parties.

The specialist's decision will be communicated to the two parties with copies to the joint evaluation committee.

37.17 Documents

In the case where an employee and/or his or her union file a classification grievance, the NFB provides the following documents to the employee and to his or her Institute representative:

- (a) the completed questionnaire of the position that states the value given for each question and each degree as well as the detailed justification confirming the NFB's analysis of the position that is the subject of the grievance;
- (b) the summary of answers to the position evaluation questionnaire of the position that is the subject of the grievance during the evaluation.
- (c) the job descriptions, summary of answers to the position evaluation questionnaire and justification, where available, for the positions used by the NFB to compare the position that is the subject of the grievance during the evaluation.

ARTICLE 38

HOURS OF WORK

38.01 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) consecutive hours, exclusive of a meal period. The normal workweek shall be Monday to Friday inclusive.

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

38.03 **Compressed Work Week**

Notwithstanding the provisions of this article, upon request of an employee and the concurrence of the Employer, an employee may complete his or 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 collective 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 collective agreement.

38.04 Where operational requirements permit, the employee shall be granted two (2) consecutive days of rest during each seven (7) day period.

38.05 **Flexible Hours**

Employees may, upon agreement with their supervisor, have a different distribution of regular work hours so long as the daily hours amount to seven decimal five (7.5).

ARTICLE 39

OVERTIME

39.01 Employees required to work overtime shall be compensated as follows:

- (a) on a normal workday at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) overtime hours worked and double (2) time thereafter;
- (b) on days of rest at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) overtime hours worked and double (2) time thereafter except, that when an employee is required by the Employer to work on two (2) or more consecutive and contiguous days of rest he or she shall be compensated on the basis of double (2) time for all hours worked on the second (2nd) and each subsequent day of rest;
- (c) on a designated paid holiday, at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours worked and double (2) time thereafter; or
- (d) when an employee works on a holiday which is not his scheduled day of work, and is contiguous to a day of rest on which he or she also worked, he or she shall be compensated on the basis of double (2) time for each hour worked;
- (e) where an employee is required to work a continuous period of overtime during which he or she becomes entitled to be paid at the double (2) time rate, the employee will continue to be paid at that rate until the conclusion of the overtime period;
- (f) no employee will be required to work more than twenty-four (24) consecutive hours. An employee who works more than sixteen (16) or more continuous hours shall receive a rest of at least twelve (12) hours before reporting back to work.

39.02 Exclusion for overtime worked outside the headquarters area

- (a) An employee required to do overtime when travelling outside of his or her headquarters area shall be compensated at the employee's hourly rate of pay (straight-time rate).
- (b) Pay earned under this article shall be taken in the form of compensatory leave.
- (c) Upon termination of employment, the unused hours accumulated shall be paid at the employee's hourly rate of pay at the time of termination.

39.03 Exclusion for social and cultural activities

- (a) An employee who is required to attend a social or cultural event for work purposes shall be paid at his or her hourly rate of pay (straight-time rate).
- (b) Pay earned under this article shall be taken in the form of compensatory leave.
- (c) Upon termination of employment, the unused hours accumulated shall be paid at the employee's hourly rate of pay at the time of termination.

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 39.01 (Overtime), 39.11 (Call-back), and 39.12 (Standby) 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 39.01. 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 Unused compensatory leave

- (a) Subject to clause 39.06, the Employer may permit an employee to use his or 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 or 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 Meal allowance

- (a) An employee who works three (3) or more hours of overtime before or immediately following his or her normal hours of work shall be reimbursed his or her expenses for one (1) meal in the amount of ten dollars (\$10.00) except where free meals are provided.

Reasonable time with pay, to be determined by the Employer, shall be allowed to the employee in order to take a meal break either at or adjacent to his or her place of work.

- (b) When an employee works overtime continuously extending four (4) hours or more beyond the period provided in (a) above, the employee shall be reimbursed for one (1) additional meal in the amount of ten dollars (\$10.00) after each four (4) hour period, except where free meals are provided.

Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order to take a meal break either at or adjacent to his or her place of work.

- (c) This clause shall not apply to an employee who is in travel status that entitles him or her to claim expenses for lodging and/or meals.

- (d) This clause applies during a Call-back under clause 39.11 (Call-back).

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 or 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 (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 or her own automobile; or
- (ii) out-of-pocket expenses for other means of commercial transportation.

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

- (c) When an employee called back to work reports under the conditions described in paragraph (a), he or she will be entitled to meal allowances under 39.10 (Meal Allowance).
- (d) This clause does not apply to duty travel.

39.12 Standby

- (a) When the Employer requires an employee to be available on standby during off-duty hours, he or 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 or 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 (d), the provisions of clause 39.11(Call-back) apply.
- (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.
- (g) Pay earned under this article may be taken in the form of compensatory leave.
- (h) This clause does not apply to duty travel.

39.13 Travelling time

(a) Compensatory time off when travelling outside the headquarters area

When the Employer requires an employee to travel outside the employee's headquarters area for the purpose of performing duties, the employee shall be compensated in the following manner:

- (i) On a normal working day on which he or she travels but does not work, the employee shall receive his or her regular pay for the day.
- (ii) On a normal working day on which he or she travels and works, he or she shall be compensated at his or her hourly rate of pay (straight-time rate) for a combined period of travel and work for the total amount of hours.

- (iii) On a day of rest or on a designated paid holiday, the employee shall be paid at his or her hourly rate of pay (straight-time rate) for the hours travelled.

(b) Compensation for travelling time according to means of travel

For the purpose of clause 39.13 (Travelling Time), the travelling time for which an employee shall be compensated is as follows:

- (i) for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer;
- (ii) for travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or work place, as applicable, direct to the destination and, upon return, direct back to the employee's residence or work place;
- (iii) in the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

- (c) All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.

(d) Compensatory time off

- (i) Pay earned under this article shall be taken in the form of compensatory leave, which will be calculated at the applicable hourly rate laid down in this article.
 - (ii) Upon termination of employment, the unused hours accumulated shall be paid at the employee's hourly rate of pay at the time of termination.
- (e) 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 date of the termination.

(f) Stop-over

Travelling time shall include time necessarily spent at each stop-over en route provided that such stop-over does not include an overnight stay.

(g) Travel time for courses, training sessions and conferences

Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

ARTICLE 40

REGISTRATION FEE

The Employer shall reimburse an employee for his or her payment of membership or registration fees to a professional association, organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of his or 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 or her death, shall continue to accrue to the end of the month in which he or she dies. Salary so accrued which has not been paid to the employee as at the date of his or her death shall be paid to his or her estate.
- 41.04 **Pay increment**
- The employees' pay increment period is one (1) year for all levels of classification in the bargaining unit.
- 41.05 **Promotion or reclassification of a position to a higher classification level**
- When an employee is promoted to a higher paid position or reclassified, he or 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 or she has been promoted or reclassified. If the increase places the salary between two (2) levels, it is rounded up to the level immediately above.
- 41.06 Overtime pay which has been paid to an employee as described in Article 39, during the period covered by the retroactive pay increments, 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.
- 41.07 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.
- 41.08 Each employee in position or hired after the date this agreement is signed shall benefit from an increased step on their service anniversary date provided they do not exceed the maximum of the applicable scale.

Temporary Assignment

41.09 **Temporary assignment in a position of a lower classification level**

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 employee applies to a lower level position and is selected, following a posting, in which case the employee receives an inferior salary closest to the salary that he or she received before the demotion.

41.10 For the purposes of determining the salary as set out in clause 41.05 (Promotion or reclassification of a position to a higher classification level), the employee promoted consecutively to a temporary assignment shall maintain the step(s) acquired over his or her temporary assignment period.

41.11 Pay increment during a temporary assignment

If the date of the pay increment occurs during a temporary assignment, the employee benefits from an increase in step, as provided for in clause 41.04 (Pay Increment), at the level at which he or she is appointed.

41.12 Voluntary or disciplinary demotion

In the case of a demotion, the employee receives, as of the date of the demotion, the closest inferior rate of pay that he or she received before the demotion, without exceeding the maximum of the level.

Reclassification of a position

41.13 Effective date of a position reclassification

(a) To a higher classification level

In the case of an upward reclassification of a position, the adjustment will be retroactive to the date of the request.

(b) To a lower classification level

With the exception of cases provided for in clause 41.12 (Voluntary or disciplinary demotion), the position's reclassification to a lower classification is effective once the position becomes vacant. The employee benefits from pay increments until he or she reaches the maximum of the rate of pay of his or her previous position.

Salary protection

41.14 Salary protection applies to all cases of demotion or reclassification to a lower classification other than those covered by clause 41.12 (Voluntary or disciplinary demotion).

(a) The employee's salary is not affected and for all practical purposes, he or she keeps the same level.

(b) The position's reclassification to a lower classification is effective once the position becomes vacant. The employee benefits from pay increments until he or she reaches the maximum of the scale of his or her previous position.

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 or her regular position, he or she shall be paid as if he or she had been promoted to that position, effective from the first day he or 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 or her regular position, the employee will be paid the rate of pay as if he or she had stayed in his or her position.

ARTICLE 43

RECLASSIFICATION AND POSITION DESCRIPTION

Evaluation Plan

- 43.01 If the evaluation plan is modified or replaced, the Employer shall:
- (a) any change to the evaluation plan shall be the subject of consultation with the joint evaluation committee;
 - (b) supply the Institute with all the evaluation tools used by the NFB;
 - (c) before applying rates of pay to new levels resulting from the introduction of the evaluation plan, negotiate with the Institute rates and rules concerning the employee's rates of pay on conversion to new levels.
- 43.02 In such circumstances, 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 evaluation plan was modified or introduced. In the case where the employee is affected to the function after the introduction or of the modification of the new evaluation plan, the new rate of pay will take effect on his or her hire date.

Position description

43.03 Transmittal of copies of position descriptions to the union

The Employer must ensure that employees are formally advised of classification actions taken with respect to the position they occupy.

The Employer will continue the practice of giving to the Union, within a reasonable time, updates of position descriptions.

43.04 Transmittal of copies of job descriptions to the incumbent of the position

Notwithstanding clause 43.07 at all times, on written request, an employee shall be entitled to a complete and current statement of the duties and responsibilities of his or her position, including its classification level and position rating by factor, and an organization chart showing its location within the organization.

Revision of a position description

- 43.05 An employee who feels that the major responsibilities which are included in his or her job description have been significantly modified, may file a Position Description Revision Request form with his or her supervisor copying Human Resources and his or her local union.

The supervisor must acknowledge receipt of the job description revision request within five (5) business days. A copy of the acknowledgement of receipt is sent simultaneously to the local union.

Upon receipt of such a request, the Employer shall have a maximum of four (4) months to carry out the review requested. By mutual agreement, the parties may agree on an extension of this delay.

- 43.06 When the Employer makes changes to a job description, these changes shall be underlined prior to submitting a copy to the employee or to the local union.
- 43.07 When the employee and/or the Institute are in disagreement with the job description revised in accordance with 43.05 or 43.06, 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.
- 43.08 The employee who is dissatisfied with this decision may file a grievance in accordance with Article 37 (Grievance Settlement Procedure).
- 43.09 All job descriptions must be signed jointly by the supervisor and the employee.

Position descriptions may not be unilaterally modified following the joint signature.

Only the signed version may be evaluated.

43.10 Creation of new positions

In the case of a vacant position, before proceeding with a de-classification, abolishment, modification of functions or any other modifications that could lead to the creation of a position, the NFB must provide the local union president the justification and consult the local union president.

Within ten (10) working days of the consultation, the union will provide its observations.

The NFB may modify the job description after having given reasonable attention to the union's observations.

43.11 Joint evaluation committee

The joint evaluation committee is made of two (2) representatives from each party.

The committee is co-chaired by the Global Compensation Advisor of the NFB and a union representative.

The committee's mandate, in addition to what is provided in clause 43.01 (Evaluation Plan), is to evaluate, according to the evaluation plan in effect, every position specified in the collective agreement.

The operating rules determined on September 12, 2014 by the joint evaluation committee binds it. All modifications to them, approved by all the joint committee members will automatically form part of the collective agreement.

Once the result of the evaluation is known; at his or her request, an employee has the right to be heard by the joint evaluation committee to provide or obtain clarification.

Committee members may also initiate a clarification request upon the employee.

The employee who is dissatisfied with this decision may file a classification grievance in accordance with clause 37.16 (Classification Grievance).

ARTICLE 44

PART-TIME EMPLOYEES

- 44.01 Part-time employees are covered by this collective agreement. Their hours of work are determined by the Employer.
- 44.02 Part-time employees shall be entitled to the benefits provided under this collective 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 collective agreement. Conditions applicable upon the earning and granting of these benefits will also be prorated.
- 44.03 Part-time employees 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 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.
- 44.05 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.

Overtime

- 44.06 "**Overtime**" 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.
- 44.07 A part-time employee who is required to work overtime shall be paid at the rates set in Article 39 (Overtime).
- 44.08 Notwithstanding clauses 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.

Pay Increment

- 44.09 A part-time employee is eligible to a pay increment in accordance with clauses 41.04 and 41.08. The amount of the increase is calculated on the pay scales for a full-time work prorated by his or her normal weekly hours of work.

Designated Paid Holidays

- 44.10 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.
- 44.11 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday in clause 17.01 of the collective agreement, the employee shall be paid according to the provisions of Article 39 (Overtime).

ARTICLE 45

AGREEMENT RE-OPENER

This collective agreement may be amended by mutual consent. If either party wishes to amend or vary this collective 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, 2022 inclusive.
- 46.02 Unless otherwise expressly stipulated, the provisions of this collective agreement shall become effective on the date it is signed.
- 46.03 Notwithstanding the preceding, this collective agreement shall remain in effect during the negotiations for its renewal and until a new collective agreement becomes effective.
- 46.04 The parties agree to this collective agreement and that all appendices and letters of agreement are incorporated into and form part of the agreement.

EXECUTED AT MONTREAL ON _____, 2019

THE NATIONAL FILM BOARD:

**THE PROFESSIONAL INSTITUTE OF
THE PUBLIC SERVICE OF CANADA:**

Claude Joli-Coeur

Debi Daviau

François Tremblay

Suzelle Brosseau

Cynthia Miller

Claude Lord

Arlette Boghoskhan

Mathieu Sheehy

Marco Girouard

Philippe Chartrand

Nicolas Daignault

APPENDIX A
RATES OF PAY

The Employer proposes to implement the following economic increases in accordance with Appendix G – Memorandum of Understanding between the National Film Board and the Professional Institute of the Public Service of Canada with Respect to Implementation of the Collective Agreement.

Amounts in respect of the period prior to the implementation date will be paid as a retroactive payment, in accordance with Appendix G – Memorandum of Understanding between the National Film Board and the Professional Institute of the Public Service of Canada with Respect to Implementation of the Collective Agreement. Subsequently, amounts will be provided as increases to rates of pay.

37.5 hours per week

Level	Points		MINIMUM	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	MAXIMUM
12	701 - 750	from		2.468%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
		July 1, 2017	92,639 \$	94,925 \$	98,249 \$	101,687 \$	105,246 \$	108,930 \$	112,743 \$	116,689 \$	120,772 \$
		0.70% 2.00% July 1, 2018	95,153 \$	97,501 \$	100,916 \$	104,447 \$	108,103 \$	111,887 \$	115,803 \$	119,856 \$	124,049 \$
		0.20% 2.00% April 1, 2019	97,250 \$	99,650 \$	103,140 \$	106,749 \$	110,485 \$	114,353 \$	118,356 \$	122,498 \$	126,783 \$
		1.50% April 1, 2020	98,709 \$	101,145 \$	104,687 \$	108,350 \$	112,142 \$	116,068 \$	120,131 \$	124,335 \$	128,685 \$
1.50% July 1, 2021	100,190 \$	102,662 \$	106,257 \$	109,975 \$	113,824 \$	117,809 \$	121,933 \$	126,200 \$	130,615 \$		
11	651 - 700	from		1.490%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
		July 1, 2017	83,648 \$	84,895 \$	87,867 \$	90,942 \$	94,126 \$	97,420 \$	100,828 \$	104,357 \$	108,010 \$
		0.70% 2.00% July 1, 2018	85,919 \$	87,199 \$	90,252 \$	93,411 \$	96,681 \$	100,064 \$	103,565 \$	107,189 \$	110,941 \$
		0.20% 2.00% April 1, 2019	87,813 \$	89,120 \$	92,242 \$	95,470 \$	98,811 \$	102,269 \$	105,847 \$	109,551 \$	113,386 \$
		1.50% April 1, 2020	89,130 \$	90,457 \$	93,626 \$	96,902 \$	100,293 \$	103,803 \$	107,435 \$	111,194 \$	115,087 \$
1.50% July 1, 2021	90,467 \$	91,814 \$	95,030 \$	98,356 \$	101,797 \$	105,360 \$	109,047 \$	112,862 \$	116,813 \$		
10	601 - 650	from		4.017%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	
		July 1, 2017	75,537 \$	78,572 \$	81,322 \$	84,168 \$	87,114 \$	90,163 \$	93,319 \$	96,585 \$	
		0.70% 2.00% July 1, 2018	77,587 \$	80,704 \$	83,529 \$	86,452 \$	89,478 \$	92,610 \$	95,851 \$	99,206 \$	
		0.20% 2.00% April 1, 2019	79,297 \$	82,482 \$	85,370 \$	88,358 \$	91,450 \$	94,651 \$	97,964 \$	101,392 \$	
		1.50% April 1, 2020	80,486 \$	83,719 \$	86,651 \$	89,683 \$	92,822 \$	96,071 \$	99,433 \$	102,913 \$	
1.50% July 1, 2021	81,693 \$	84,975 \$	87,951 \$	91,028 \$	94,214 \$	97,512 \$	100,924 \$	104,457 \$			
9	551 - 600	from		2.996%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	
		July 1, 2017	68,217 \$	70,261 \$	72,720 \$	75,265 \$	77,899 \$	80,625 \$	83,448 \$	86,368 \$	
		0.70% 2.00% July 1, 2018	70,069 \$	72,168 \$	74,694 \$	77,308 \$	80,013 \$	82,813 \$	85,713 \$	88,712 \$	
		0.20% 2.00% April 1, 2019	71,613 \$	73,758 \$	76,340 \$	79,012 \$	81,776 \$	84,639 \$	87,602 \$	90,667 \$	
		1.50% April 1, 2020	72,687 \$	74,864 \$	77,485 \$	80,197 \$	83,003 \$	85,909 \$	88,916 \$	92,027 \$	
1.50% July 1, 2021	73,777 \$	75,987 \$	78,647 \$	81,400 \$	84,248 \$	87,198 \$	90,250 \$	93,407 \$			
8	501 - 550	from		1.988%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	
		July 1, 2017	61,603 \$	62,828 \$	65,027 \$	67,303 \$	69,657 \$	72,095 \$	74,618 \$	77,230 \$	
		0.70% 2.00% July 1, 2018	63,275 \$	64,533 \$	66,792 \$	69,129 \$	71,548 \$	74,052 \$	76,643 \$	79,326 \$	
		0.20% 2.00% April 1, 2019	64,670 \$	65,955 \$	68,265 \$	70,652 \$	73,125 \$	75,684 \$	78,332 \$	81,075 \$	
		1.50% April 1, 2020	65,640 \$	66,944 \$	69,289 \$	71,712 \$	74,222 \$	76,819 \$	79,507 \$	82,291 \$	
1.50% July 1, 2021	66,625 \$	67,948 \$	70,328 \$	72,788 \$	75,335 \$	77,971 \$	80,700 \$	83,525 \$			
7	451 - 500	from		4.517%	3.50%	3.50%	3.50%	3.50%	3.50%		
		July 1, 2017	55,631 \$	58,143 \$	60,177 \$	62,282 \$	64,463 \$	66,720 \$	69,054 \$		
		0.70% 2.00% July 1, 2018	57,140 \$	59,721 \$	61,810 \$	63,972 \$	66,212 \$	68,531 \$	70,928 \$		
		0.20% 2.00% April 1, 2019	58,399 \$	61,037 \$	63,173 \$	65,382 \$	67,671 \$	70,041 \$	72,491 \$		
		1.50% April 1, 2020	59,275 \$	61,953 \$	64,121 \$	66,363 \$	68,686 \$	71,092 \$	73,578 \$		
1.50% July 1, 2021	60,164 \$	62,882 \$	65,083 \$	67,358 \$	69,716 \$	72,158 \$	74,682 \$				
6	401 - 450	from		3.455%	3.50%	3.49%	3.51%	3.50%	3.50%		
		July 1, 2017	50,245 \$	51,981 \$	53,801 \$	55,682 \$	57,634 \$	59,648 \$	61,738 \$		
		0.70% 2.00% July 1, 2018	51,609 \$	53,392 \$	55,262 \$	57,193 \$	59,198 \$	61,267 \$	63,413 \$		
		0.20% 2.00% April 1, 2019	52,746 \$	54,569 \$	56,480 \$	58,453 \$	60,502 \$	62,618 \$	64,811 \$		
		1.50% April 1, 2020	53,537 \$	55,388 \$	57,327 \$	59,330 \$	61,410 \$	63,557 \$	65,783 \$		
1.50% July 1, 2021	54,340 \$	56,219 \$	58,187 \$	60,220 \$	62,331 \$	64,510 \$	66,770 \$				
5	351 - 400	from		2.405%	3.50%	3.50%	3.50%	3.50%	3.50%		
		July 1, 2017	45,382 \$	46,474 \$	48,098 \$	49,784 \$	51,524 \$	53,328 \$	55,194 \$		
		0.70% 2.00% July 1, 2018	46,614 \$	47,735 \$	49,404 \$	51,135 \$	52,923 \$	54,775 \$	56,692 \$		
		0.20% 2.00% April 1, 2019	47,641 \$	48,787 \$	50,493 \$	52,262 \$	54,090 \$	55,983 \$	57,941 \$		
		1.50% April 1, 2020	48,356 \$	49,519 \$	51,250 \$	53,046 \$	54,901 \$	56,823 \$	58,810 \$		
1.50% July 1, 2021	49,081 \$	50,262 \$	52,019 \$	53,842 \$	55,725 \$	57,675 \$	59,692 \$				

Integration of employees into the scale of rates

- (a) Employees with more than one year of continuous service on July 1st, 2012 will move along the scale on July 1st of each year.
- (b) Employees with less than one year of continuous service on July 1st, 2012 will move along the scale on their continuous service anniversary date.
- (c) Employees promoted to a higher level will move along the scale on the anniversary date of their promotion.

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:

- (a) reassignment of an employee who fills a surplus position;
- (b) reassignment of an employee on his or 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;
- (c) 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 or her former position or, if his or her former position is not vacant, in another position of the same level, within the same field of activities;
- (d) pre-retirement assignment of an employee for a period not to exceed three (3) years provided the employee confirms in writing his or her willingness to retire at the end of that period;
- (e) appointment of an employee to a position for which he or she applied when this position, posted within the last six (6) months, is vacant a second time (same position number);
- (f) 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;
- (g) transfer of an employee to another position classified at the same, an equivalent, or at a lower level;
- (h) temporary appointment of a person due to his or her specific expertise required by operational requirements as described by the Employer;
- (i) extension of a temporary employee's employment initially hired for nine months or less on a project;
- (j) appointment within a training program aimed at the private sector for the duration of the training program;
- (k) temporary assignment of an employee to a higher classified position due to operational requirements as described by the Employer;
- (l) 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 ten (10) working days.

Posting Areas

Positions in the Administrative and Foreign Service Category and in the Scientific and Professional Category will be posted on the NFB's Intranet site.

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.

APPENDIX C

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA OFFICES

National Office:

250, Tremblay Road, Ottawa, Ontario K1G 3J8
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Facsimile: 613-228-9048 / 1-800-465-7477

Regional Offices:

Alberta / Northwest Territories

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British Columbia / Yukon

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

Suite 960, 363 Broadway, Winnipeg, MB R3C 3N9
Telephone: 204-942-1304 / 1-800-665-0094
Facsimile: 204-942-4348 / 1-800-239-9334

Ontario (other than the National Capital Region)

Suite 701, 110 Yonge Street, Toronto, Ontario M5C 1T4
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Facsimile: 416-487-7268 / 1-800-281-7280

National Capital Region

250 Tremblay Road, Ottawa, Ontario K1G 3J8
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Facsimile: 613-228-9048 / 1-800-465-7477

Québec

Suite 2330, 1000 Sherbrooke Street West, Montréal, Québec H3A 3G4
Telephone: 514-288-3545 / 1-800-363-0622
Facsimile: 514-288-0494 / 1-800-288-0494

Nova Scotia / New Brunswick / Newfoundland / Prince Edward Island

Suite 200, 1718 Argyle, Halifax, Nova Scotia B3J 3N6
Telephone: 902-420-1519 / 1-800-565-0727
Facsimile: 902-422-8516 / 1-800-238-7427

APPENDIX D

WORKFORCE ADJUSTMENT DIRECTIVE

GENERALITIES

Application

This Directive applies to all continuous status employees holding a continuous position.

Statement

The National Film Board of Canada's Work Force Adjustment Directive (hereinafter "WFA") provides for an equitable approach to work force adjustment and transitional employment in order to facilitate employment continuity for continuous status employees affected by the WFA. The Directive describes the WFA management process and the opportunities available to employees who receive a surplus status notice.

Objectives

This Directive aims to:

- Provide a transparent management framework for WFA situations.
- Provide up-to-date information to employees throughout the process and ensure that surplus employees receive fair treatment and that their job opportunities are optimized within the NFB.
- Ensure that continuous status employees whose position is terminated benefit from transitional arrangements, reasonable notice and counsel.
- Minimize the overall impact of WFA on surplus employees.

Collective Agreements

This Directive is deemed to be part of the collective agreement and all employees are to be afforded ready access to it.

Definitions

surplus status notice (*avis de statut de personne salariée excédentaire*) – Written notice provided to an employee stating that the employee's services are no longer required. The employee then has a period of at least thirty (30) days to select one of the options mentioned in Section 6.3 (Notice Options).

competency (*compétence*) – All knowledge, training, experience and skills relevant to the requirements of a position.

alternation (*échange de postes*) – Occurs when a surplus employee who prefers to remain with the NFB exchanges her position with a non-surplus employee (the alternate) willing to leave the NFB.

retraining (*formation d'appoint*) – Training aimed at enabling surplus employees and laid-off persons to qualify for known or anticipated continuing vacancies.

severance pay (*indemnité de départ*) – For the purposes of this Directive, refers to the compensation provided in the context of a lay-off as set out herein.

accelerated lay-off (*mise en disponibilité accélérée*) – Occurs when a surplus employee provides a written request to management asking to be laid off at a date earlier than that originally scheduled, and management concurs. For administrative purposes, the employee is not considered to have resigned. Lay-off entitlements begin on the actual date of lay-off; the employee thereby waives his staffing priority.

reasonable job offer (*offre d'emploi raisonnable*) – Offer of continuous employment, normally at an equivalent level but that could include job offers at lower levels. The surplus employee must be mobile

and able to undergo retraining. The appointment should not constitute a promotion unless it is the only option available to the surplus employee.

notice period (*période de préavis*) – Period specified in Part VIII and determined by years of service and commencing at least thirty (30) days after receipt of the surplus status notice.

surplus employee (*personne salariée excédentaire*) – A continuous status employee who has received formal written notice that her services will no longer be required due to a WFA. The status begins upon receipt of the surplus status notice and ends with the lay-off or appointment to another position. Throughout the surplus status period, the employee is considered a staffing priority.

laid-off person (*personne salariée mise en disponibilité*) – Employee whose surplus status ends with the termination of his notice period and employment. This employee is entitled to a staffing priority.

staffing priority (*priorité de dotation*) – Appointment priority of a maximum of eighteen (18) months granted to the surplus employee to enable her appointment to other NFB positions for which she is qualified.

work force adjustment (*réaménagement des effectifs*) – Situation that arises when the NFB deems the services of one or more employees as no longer required beyond a specific date due to:

- a lack of work;
- technological change;
- changes to the administrative structure;
- changes to work processes;
- discontinuance of a function;
- termination or cuts to certain programs and/or organizational units;
- cessation or reduction of activities at one or more sites;
- relocation of the work unit to another locality where the employee does not wish to be relocated.

PART I ROLES AND RESPONSABILITIES

1.1 NFB

1.1.1 As in the past, the employer will continue to provide employees who would otherwise be laid off following a WFA with every reasonable opportunity to retain their employment.

The NFB will make a reasonable effort to provide a reasonable job offer to employees affected by a WFA.

1.1.2 The NFB will carry out effective human resource planning to minimize lay-offs and the impact of a WFA on continuous status employees, based on organizational needs.

1.1.3 The NFB will inform and consult the bargaining agent's representatives in the event of a WFA and in accordance with the stipulated provisions.

1.1.4 After notifying the bargaining agent of a potential WFA situation, the NFB will meet with the bargaining agent's representatives to develop a human resources transition plan with a view to minimizing adverse impacts on the employees affected by the WFA. The scope and range of the transition plan will depend on the number of surplus employees.

1.1.5 The employer must identify all vacant or potentially vacant positions and make this information available to the bargaining agent.

- 1.1.6 The NFB will establish an advisory committee following the announcement of a WFA affecting more than five (5) persons across bargaining unit lines. The committee shall include the managers, Human Resources officers and bargaining agents concerned.

The committee will analyze the WFA's impacts to mitigate its negative repercussions. The committee will consult on various issues including the following:

- (a) Justification of the choices made to determine surplus positions;
 - (b) Implementation of the definition of a reasonable job offer;
 - (c) Appointment of employees for a set period;
 - (d) Alternation, available temporary assignments and retraining;
 - (e) Non-standard work arrangements, including part-time work and job sharing;
 - (f) Leave of absence;
 - (g) Employee communication strategy.
- 1.1.7 The NFB will confirm to the bargaining agent, in writing, all decisions made under the WFA administrative framework.
- 1.1.8 The NFB will facilitate the reassignment or retraining of the surplus employees.
- 1.1.9 When the NFB determines that the services of an employee are no longer required under a WFA, it will advise that employee in writing by issuing a surplus status notice. A template for the letter along with a list of the affected persons must be promptly submitted to the bargaining agent¹.

The NFB will supply surplus employees with full details as soon as possible after the surplus status notice has been issued and throughout the entire process.

This entails providing explanations and assistance regarding:

- (a) the WFA and its effect on the person in question;
- (b) the WFA Directive;
- (c) the employee's rights and obligations;
- (d) the employee's current situation (e.g. remuneration, social benefits, years of continuous service);
- (e) other opportunities available to the employee;
- (f) the list of known or anticipated vacancies.

1.2 Employees

- 1.2.1 Unionized employees are entitled to be represented by their union regarding the application of this Directive.

¹ PIPSC: Local President, Labour Relations Agent and Union President
CUPE 2656 and SGCT (CUPE 4835): Local President

1.2.2 Surplus employees must:

- (a) Consider the options set out in Part VI of this Directive and notify the designated person, in writing, of their chosen option within the specified timeframe.
- (b) Actively seek alternative employment if they so desire.
- (c) Inquire about their rights and obligations.
- (d) Ensure that the NFB can reach them easily.
- (e) Give serious consideration to the employment opportunities available to them, including those entailing retraining or relocation², as well as term appointments and appointments at a lower level.
- (f) Make all the efforts needed to meet the position's requirements when a retraining opportunity is offered.

PART II OFFICIAL NOTICE TO THE BARGAINING AGENT

2.1 The NFB informs the bargaining agent's representatives in as detailed a manner as possible of all WFA situations, as soon as possible after the decision and throughout the entire process.

2.2 Before notifying a potentially affected unionized employee, the NFB must inform the bargaining agent concerned³.

Such notice must be provided confidentially, in writing, as soon as possible. In no event should notice be issued less than five (5) working days before the employee is notified of the WFA.

The notice must also include the name and location of the affected unit or units.

- (a) The expected date of the announcement;
- (b) When the WFA is expected to come into effect;
- (c) A template of the letter to be sent to the employees affected;
- (d) Information about the employees who are likely to be affected by the decision:
 - (i) Name;
 - (ii) Position title;
 - (iii) Level;
 - (iv) Workplace;
 - (v) Telephone number;
 - (vi) E-mail address;

² Based on the relocation policy in effect at the NFB.

³ PIPSC: Local President, Labour Relations Agent and Union President
CUPE 2656 and SGC (CUPE 4835): Local President

(vii) Postal address.

(e) The list of known or anticipated vacancies to be filled regardless of unit.

PART III CRITERIA APPLIED DURING LAY-OFFS

In the event of the abolition of a continuous position, the provisions of the applicable collective agreement shall prevail.

PART IV RETRAINING

4.1 The NFB is responsible for identifying retraining opportunities aimed at facilitating the reassignment of surplus employees. The NFB will make every reasonable effort to provide retraining in view of an appointment to:

- (a) a vacant continuous position; or
- (b) a continuous position that is expected to become vacant, as determined by management.

4.2 When a retraining opportunity is identified, management approves the training if it deems the employee capable of acquiring the required skills within a period of up to one (1) year.

PART V SALARY PROTECTION

Surplus employees and laid-off persons appointed to a lower-level position under this clause shall be remunerated as per the following provisions:

- (a) The employee's rate of pay shall be unaffected and, for all intents and purposes, maintained at the rate of pay of the employee's substantive position. The employee shall obtain incremental increases until his salary has reached the maximum rate of the substantive position's pay scale.
- (b) Reclassification of the position to a lower level shall take effect once the position becomes vacant.

PART VI OPTIONS AVAILABLE TO EMPLOYEES

6.1 Alternation

6.1.1 The announcement by the NFB of a WFA will launch an alternation program.

6.1.2 Following the announcement by Human Resources of the possibility of alternation, a continuous status employee with at least one year of continuous service, who occupies a continuous position and who wishes to leave the NFB exchanges her position with a surplus employee.

6.1.3 The surplus employee who takes the place of the non-surplus employee wishing to leave the NFB must have the required skills to fill the position.

6.2 Study Allowance and Career Reassignment Service

Employees who receive a surplus status notice are entitled to:

- (a) an education allowance not exceeding two thousand two hundred and fifty dollars (\$2,250) for the reimbursement of tuition fees from an educational institution and the cost of required books and equipment, supported by receipts; or
- (b) a career reassignment service of a value not exceeding two thousand two hundred and fifty dollars (\$2,250), paid by the NFB.

6.3 Notice options

6.3.1 Employees who receive a surplus status notice have a minimum period of thirty (30) days to consider the options below before making a decision.

6.3.2 The employee must present their choice in writing; note that once an option has been chosen, it cannot be altered.

6.3.3 The options are:

- (a) during the notice period, the employee remains on the payroll and occupies a position similar to his former position, based on the operational requirements of the NFB; or
- (b) during the notice period, the employee remains on the payroll but is not required to report for work. She continues to receive her salary and benefits; or
- (c) the employee immediately receives a lump sum in lieu of notice. He will receive: a lump sum equivalent to his regular pay for the entire period of notice; severance pay for lay-off in accordance with the provisions of the collective agreement; and all other benefits provided for in the collective agreement. At the employee's request, the lump sum shall be issued in one (1) or two (2) payments over a maximum period of two (2) years.

PART VIII REAPPOINTMENT TO THE FEDERAL PUBLIC SERVICE

Surplus employees who benefit from a lump sum in lieu of notice and who, where appropriate, are either reappointed to the NFB or engaged by the federal public service (as defined in Schedules I, IV and V of the Financial Administration Act) during the period covered by the lump sum payment shall reimburse to the Receiver General of Canada an amount equal to the salary received during that period, from the date of reappointment/engagement to the end of the period covered by the lump sum payment corresponding to the period of notice.

PART VIII RESIGNATION

A surplus employee who resigns in the framework of this Directive shall be deemed to have received an accelerated lay-off from the NFB on the date management accepts that employee's written resignation.

The employee will be entitled to a lump sum payment equal to her regular pay for the remainder of the non-worked notice period; severance pay for lay-off in accordance with the terms of the collective agreement; and all other benefits provided for in the collective agreement.

PART IX ASSIGNMENT OR APPOINTMENT TO A TEMPORARY POSITION

If a surplus employee accepts a temporary assignment, the lay-off date will be revised to correspond to the assignment end date.

If that employee decides to terminate his assignment before the scheduled end date as well as terminate his relationship with the NFB prior to the revised lay-off date, this situation will not be considered a resignation and the employee will be deemed to been put on accelerated lay-off as provided in Part VIII.

PART X STAFFING PRIORITY

10.1 The employee shall be entitled to staffing priority from receipt of the surplus status notice and up to twelve (12) months after the lay-off date, for a maximum of 18 months.

During the lay-off period, the NFB agrees to send the surplus employee or laid-off person all postings for vacant positions.

Where a position equal to or below the level of a surplus employee or laid-off person becomes vacant, the employer shall give staffing priority to that candidate, provided that she possesses the required qualifications.

In the event of equivalent competencies between two employees with staffing priority, seniority is the decisive criterion.

Seniority shall not be interrupted if the continuous employee is called back to work within this time.

10.2 Employees entitled to staffing priority can renounce it in writing.

PART XI SEVERANCE PAY FOLLOWING A LAY-OFF

An employee who has completed one (1) year or more of continuous service and who is laid off, is entitled to receive severance pay under the current collective agreement; or

- (a) On the first (1st) lay-off, for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
- (b) On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under paragraph (a).

PART VIII NOTICE

Years of Service	Weeks of Notice
0	7
1	15
2	16
3	17
4	19
5	20
6	21
7	23
8	24
9	25
10	26
11	28
12	29
13	30
14	32
15	33
16	34
17	34
18	34
19	34
20	34
21	34
22	34

Years of Service	Weeks of Notice
23	34
24	34
25	34
26	34
27	34
28	34
29	34
30	32
31	30
32	28
33	26
34	25
35	23
36	21
37	19
38	17
39	15
40	13
41	11
42	9
43	7
44	5
45	3

APPENDIX E

ARCHIVED PROVISIONS FOR THE ELIMINATION OF SEVERANCE PAY FOR VOLUNTARY SEPARATIONS (RESIGNATION AND RETIREMENT)

These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

26.11 Severance Termination

- (a) Continuous status employees on the date of signature of the collective agreement shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
- (b) Temporary employees on the date of signature of the collective agreement shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

26.12 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

- (a) as a single payment at the rate of pay of the employee's substantive position as of the date of signature of the collective agreement, or
- (b) as a single payment at the time of the employee's termination of employment from the Employer, based on the rate of pay of the employee's substantive position at the date of termination of employment from the Employer, or
- (c) as a combination of (a) and (b).

26.13 Selection of Option

- (a) The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 26.12 (c) must specify the number of complete weeks to be paid out pursuant to 26.12 (a) and the remainder to be paid out pursuant to 26.12 (b).
- (d) An employee who does not make a selection under 26.13 (b) will be deemed to have chosen option under 26.12 (b).

26.14 Appointment from a Different Bargaining Unit

This clause applies in a situation where an employee is appointed into a position in the bargaining unit from a position outside the bargaining unit where, at the date of appointment, provisions relating to severance pay in the case of retirement or resignation are still in force, unless the appointment is only on an acting basis.

- (a) On the date a continuous status employee becomes subject to this collective agreement after the date of signature of the collective agreement, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the

number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.

- (b) On the date a temporary employee becomes subject to this collective agreement after the date of signature of the collective agreement, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
- (c) An employee entitled to a severance payment under (a) or (b) shall have the same choice of options outlined in 26.12, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.

26.15 Appointment to Another Organization within the Public Service

An employee who resigns to occupy a position in another organization within the public service and who has not received the payment in lieu of severance in accordance with clause 26.12 (b) and (c) and clause 26.13 (c) and (d), may choose to differ payment according to the provisions established by the Treasury Board.

APPENDIX F

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NATIONAL FILM BOARD (hereinafter "the NFB")

AND

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (hereinafter "the Institute")

WITH RESPECT TO

WORKPLACE HARASSMENT

This memorandum is to give effect to the agreement reached between the NFB and the Institute.

Both parties share the objective of creating healthy work environments that are free from harassment and violence. In the context of the passage of Bill C-65 An Act to amend the Canada Labour Code by the Government of Canada, as well as the Clerk of the Privy Council's initiative to take action to eliminate workplace harassment, the NFB will update its Policy on the Prevention and Resolution of Workplace Harassment and Violence.

During this process, the NFB will consult with representatives of the Institute on the following:

- mechanisms to guide and support employees through the harassment resolution process;
- redress for the detrimental impacts on an employee resulting from an incident of harassment; and
- ensuring that employees can report harassment without fear of reprisal.

Following such discussions, a report will be provided to the parties.

The implementation and application of this policy do not fall within the purview of this MOU or the collective agreement.

This memorandum expires upon issuance of the new policy or June 30, 2022, whichever comes first.

APPENDIX G

MEMORANDUM OF UNDERSTANDING

BETWEEN THE NATIONAL FILM BOARD (hereinafter "the NFB")

AND

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (hereinafter "the Institute")

WITH RESPECT TO

IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

Notwithstanding the provisions of Appendix A on the calculation of retroactive payments and of L-6, this memorandum is to give effect to the understanding reached between the NFB and the Institute regarding a modified approach to the calculation and administration of retroactive payments for the current round of negotiations.

1. Calculation of retroactive payments

- a. Retroactive calculations that determine amounts payable to employees for a retroactive period shall be made based on all transactions that have been entered into the pay system up to the date on which the historical salary records for the retroactive period are retrieved for the calculation of the retroactive payment.
- b. Retroactive amounts will be calculated by applying the relevant percentage increases indicated in the collective agreement rather than based on pay tables in agreement annexes. The value of the retroactive payment will differ from that calculated using the traditional approach, as no rounding will be applied. The payment of retroactive amount will not affect pension entitlements or contributions relative to previous methods, except in respect of the rounding differences.
- c. Elements of salary traditionally included in the calculation of retroactivity will continue to be included in the retroactive payment calculation and administration, and will maintain their pensionable status as applicable. The elements of salary included in the historical salary records and therefore included in the calculation of retroactivity include:
 - Substantive salary
 - Promotions
 - Deployments
 - Acting pay
 - Extra duty pay/Overtime
 - Additional hours worked
 - Maternity leave allowance
 - Parental leave allowance
 - Vacation leave and extra duty pay cash-out
 - Severance pay
 - Salary for the month of death
 - Transition Support Measure
 - Eligible allowances and supplemental salary depending on collective agreement
- d. The payment of retroactive amounts related to transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved, such as acting pay, promotions, overtime and/or deployments, will not be considered in determining whether an agreement has been implemented.
- e. Any outstanding pay transactions will be processed once they are entered into the pay system and any retroactive payment from the collective agreement will be issued to impacted employees.

2. Implementation

- a. The effective dates for economic increases will be specified in the agreement. Other provisions of the collective agreement will be effective as follows:
 - i. All components of the agreement unrelated to pay administration will come into force on signature of agreement.
 - ii. Changes to existing compensation elements such as premiums, allowances, insurance premiums and coverage and changes to overtime rates will become effective within one-hundred and eighty (180) days after signature of agreement, on the date at which prospective elements of compensation increases will be implemented under 2(b)(i).
 - iii. Payment of premiums, allowances, insurance premiums and coverage and overtime rates in the collective agreement will continue to be paid until changes come into force as stipulated in 2(a)(ii).
- b. Collective agreement will be implemented over the following timeframes:
 - i. The prospective elements of compensation increases (such as prospective salary rate changes and other compensation elements such as premiums, allowances, changes to overtime rates) will be implemented within one-hundred and eighty (180) days after signature of agreement where there is no need for manual intervention.
 - ii. Retroactive amounts payable to employees will be implemented within one-hundred and eighty (180) days after signature of the agreement where there is no need for manual intervention.
 - iii. Prospective compensation increases and retroactive amounts that require manual processing by compensation advisors will be implemented within five-hundred and sixty (560) days after signature of agreement. Manual intervention is generally required for employees on an extended period of leave without pay (e.g., maternity/parental leave), salary protected employees and those with transactions such as leave with income averaging, pre-retirement transition leave and employees paid below minimum, above maximum or in between steps. Manual intervention may also be required for specific accounts with complex salary history.

3. Employee Recourse

- a. An employee who is in the bargaining unit for all or part of the period between the first day of the collective agreement (i.e., the day after the expiry of the previous collective agreement) and the signature date of the collective agreement will be entitled to a non-pensionable amount of four hundred dollars (\$400) payable within one-hundred and eighty (180) days of signature, in recognition of extended implementation timeframes and the significant number of transactions that have not been entered in the pay system as of the date when the historical salary records are retrieved.
- b. Employees in the bargaining unit for whom the collective agreement is not implemented within one-hundred and eighty one (181) days after signature will be entitled to a fifty dollar (\$50) non-pensionable amount; these employees will be entitled to an additional fifty dollar (\$50) non-pensionable amount for every subsequent complete period of ninety (90) days their collective agreement is not implemented, to a total maximum of nine (9) payments. These amounts will be included in their final retroactive payment. For greater certainty, the total maximum amount payable under this paragraph is four hundred and fifty dollars (\$450).
- c. If an employee is eligible for compensation in respect of section 3 under more than one collective agreement, the following applies: the employee shall receive only one non-pensionable amount of four hundred dollars (\$400); for any period under 3(b), the employee may receive one fifty \$50 payment, to a maximum total payment of four hundred and fifty dollars (\$450).

- d. Should the Treasury Board of Canada negotiate higher amounts for 3(a) or 3(b) with any other bargaining agent representing Core Public Administration employees, the NFB will compensate Institute members for the difference in an administratively feasible manner.
- e. Late implementation of the 2018 collective agreements will not create any entitlements pursuant to the Agreement between the CPA Bargaining Agents and the Treasury Board of Canada with regard to damages caused by the Phoenix Pay System.
- f. Employees for whom collective agreement implementation requires manual intervention will be notified of the delay within one-hundred and eighty (180) days after signature of the agreement.
- g. Employees will be provided a detailed breakdown of the retroactive payments received and may request that the NFB's compensation unit or the Public Service Pay Centre verify the calculation of their retroactive payments, where they believe these amounts are incorrect. The Employer will consult with the Institute regarding the format of the detailed breakdown.
- h. In such a circumstance, for employees in organizations serviced by the Pay Centre, they must first complete a Phoenix feedback form indicating what period they believe is missing from their pay.

APPENDIX H
MEMORANDUM OF UNDERSTANDING
BETWEEN THE NATIONAL FILM BOARD (hereinafter "the NFB")
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (hereinafter "the Institute")
WITH RESPECT TO
GENDER INCLUSIVE LANGUAGE

This memorandum is to give effect to the agreement reached between the NFB and the Institute regarding the review of language in this collective agreement.

Both parties are committed to and support gender neutrality and inclusivity. To that end, the parties commit to, during the life of the above noted collective agreements, establishing a Joint Committee to review the collective agreements to identify opportunities to render the language more gender inclusive. The parties agree that any changes in language will not result in changes in application, scope or value.

Both parties acknowledge that gender inclusivity is more difficult to achieve in the French language compared to the English language, but are committed nonetheless to further supporting and increasing gender neutrality and inclusivity in the collective agreement.

The Joint Committee agrees to begin their work in 2020 and will endeavour to finalize the review by December 2021. These timelines may be extended by mutual agreement.

LETTERS OF AGREEMENT

LETTER OF AGREEMENT

BETWEEN

THE NATIONAL FILM BOARD (hereinafter "the NFB")

AND

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (hereinafter "the Institute")

REGARDING

IMPROVEMENT IN THE NFB'S PERFORMANCE MANAGEMENT SYSTEM

CONSIDERING that the parties believe that the NFB's performance management system for staff should be modified to ensure that the system is transparent and effective (i.e. motivates staff);

CONSIDERING that the NFB's Human Resources division is reviewing the performance management system (hereinafter "GDP"), which aims to develop staff's competencies in their current and future functions.

THE PARTIES AGREE TO THE FOLLOWING:

1. Collaborate in the development and in the implementation of the new GDP system.
2. In the scope of the development of the GDP and succession planning, consider the policy and procedures for internal internships.

Signed at Montreal on August 28, 2019.

FOR THE NFB:

FOR THE INSTITUTE:

François Tremblay, CHRP
Director General, Institutional, Legal and
Human Resources Services

Suzelle Brosseau
Negotiator

L-1

LETTER OF AGREEMENT
BETWEEN
THE NATIONAL FILM BOARD (hereinafter "the NFB")
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (hereinafter "the Institute")
REGARDING
SUPPORTING EMPLOYEE WELLNESS

The parties recognize that this agreement is conditional upon the conclusion of a renewed Memorandum of Agreement (MOA) on Supporting Employee Wellness between Treasury Board and the Professional Institute of the Public Service of Canada.

Upon signature of a revised MOA, the parties agree to take the necessary steps to implement applicable changes that will result once an agreement is reached on the Employee Wellness Support Program (EWSP).

The parties agree to continue the current practice of working collaboratively to address concerns with respect to employee wellness and the reintegration of employees into the workforce after periods of leave due to illness or injury.

Signed at Montreal on August 28, 2019.

FOR THE NFB:

FOR THE INSTITUTE:

François Tremblay, CHRP
Director General, Institutional, Legal and
Human Resources Services

Suzelle Brosseau
Negotiator

L-2

LETTER OF AGREEMENT

BETWEEN

THE NATIONAL FILM BOARD (hereinafter "the NFB")

AND

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (hereinafter "the Institute")

REGARDING

QUALITY OF LIFE AND MENTAL HEALTH IN THE WORKPLACE

WHEREAS the parties have identified a need for consistency, uniformity and fairness in management practices related to work schedules.

WHEREAS the NFB is in a period of organizational transformation and wants to be more agile and flexible to better meet organizational needs.

THE PARTIES AGREE TO THE FOLLOWING:

1. The parties pledge to support quality of life and mental health in the workplace
2. The parties will strive to create a culture that enshrines psychological health, safety and well-being in all aspects of the workplace through collaboration, inclusivity and respect.
3. The NFB will establish an advisory committee composed of members from different sectors of the NFB, including representatives of the unions.
4. The primary objective of the advisory committee will be to promote, in cooperation with health and safety committees and representatives, the improvement of the working environment and to ensure that measures to improve the quality of life and mental health in the workplace.
5. The first mandate of the advisory committee will be to make recommendations regarding work-life balance to management. To this end, the Advisory Committee will address issues such as:
 - The concept of work schedules;
 - Coffee breaks;
 - Flexible schedules (compressed schedule);
 - Teleworking practices;
 - Compensatory leave rules.
6. Any specific agreement resulting from the above measures shall be in accordance with clause 3.04 of the collective agreement.

Signed at Montreal on August 28, 2019.

FOR THE NFB:

FOR THE INSTITUTE:

François Tremblay, CHRP
Director General, Institutional, Legal and
Human Resources Services

Suzelle Brosseau
Negotiator

L-3

LETTER OF AGREEMENT

BETWEEN

THE NATIONAL FILM BOARD (hereinafter "the NFB")

AND

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (hereinafter "the Institute")

REGARDING

EXCLUSION FOR OVERTIME WORKED OUTSIDE THE HEADQUARTERS AREA AND EXCLUSION FOR SOCIAL AND CULTURAL ACTIVITIES

WHEREAS employees are required to work outside their headquarters area and/or during social or cultural activities;

WHEREAS these employees are subject to a specific overtime system set out in clauses 39.02 and 39.03;

THE PARTIES AGREE TO THE FOLLOWING:

1. Within one-hundred and twenty (120) days of the signature of the collective agreement, the parties will set-up a committee composed of representatives of the NFB and of the Union.
2. This committee will be mandated to propose how to make the current directives on hours worked by employees outside of their headquarters area and/or during social or cultural activities more comprehensive to ensure consistent and equitable application.
3. The committee will submit a recommendation report to the NFB management by June 2020.

Signed at Montreal on August 28, 2019.

FOR THE NFB:

FOR THE INSTITUTE:

François Tremblay, CHRP
Director General, Institutional, Legal and
Human Resources Services

Suzelle Brosseau
Negotiator

L-4

LETTER OF AGREEMENT
BETWEEN
THE NATIONAL FILM BOARD (hereinafter "the NFB")
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (hereinafter "the Institute")
REGARDING
THE MOVING COMMITTEE

CONSIDERING that the NFB's headquarters move to the Quartier des spectacles is expected to take place during the term of the collective agreement;

CONSIDERING that the NFB is conscious that such an important move would require the collaboration of its union partners to ensure proper management;

CONSIDERING that the management of the project of the move is in progress and that various committees have been formed to ensure the success of the change.

THE PARTIES AGREE TO THE FOLLOWING:

1. The NFB will continue to involve the members of the bargaining unit in the various committees related to the move.

Signed at Montreal on August 28, 2019.

FOR THE NFB:

FOR THE INSTITUTE:

François Tremblay, CHRP
Director General, Institutional, Legal and
Human Resources Services

Suzelle Brosseau
Negotiator

L-5

LETTER OF AGREEMENT
BETWEEN
THE NATIONAL FILM BOARD (hereinafter "the NFB")
AND
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA (hereinafter "the Institute")
REGARDING
THE IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

This memorandum is to give effect to the understanding reached between the Employer and the Union in respect of the implementation period of the collective agreement.

The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

Signed at Montreal on August 28, 2019.

FOR THE NFB:

FOR THE INSTITUTE:

François Tremblay, CHRP
Director General, Institutional, Legal and
Human Resources Services

Suzelle Brosseau
Negotiator

L-6