

Bargaining Proposals

Presented by:

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

To

**Office of the Superintendent of Financial
Institutions (OSFI)**

**On Behalf of the
OSFI Professional Employees Group**

April 15, 2019

Introduction

Listed below you will find our bargaining proposals submitted for this round of negotiations to amend the collective agreement between the OSFI Professional Employees Group of the Professional Institute of the Public Service of Canada (PIPSC) and Office of the Superintendent of Financial Institutions (OSFI) which expired on March 31, 2018. These proposals are submitted without prejudice to any future proposed amendments and/or additions, and subject to our rights to correct any errors and/or omissions. The Institute reserves the right to table new proposals in response to issues and proposals raised by the employer.

The Institute reserves the right to introduce detailed proposals wherever it is indicated that issues will be discussed or that proposals will be presented later.

The Institute reserves the right to sometimes propose titles for articles when there is none or to modify titles.

The Institute proposes that all acronyms used in the collective agreement be defined when first mentioned.

Changes are highlighted in **bold type**. Where deletions are proposed they are identified by a "**(-)**".

Subject to the above noted, and subject to subsequent editorial changes, including translation corrections to current language, all other clauses, articles or portion thereof, appendices and any other matters will be considered to be renewed.

The Institute asks the employer to disclose the details of changes to policies, conditions and term of employment, as well as benefits that the employer can reasonably anticipate will be decided or proposed by the employer away from this bargaining table before or during the life of the agreement. The Institute asks that the employer volunteer information that will allow the parties to discuss how such changes could affect the value of the proposals brought to the table during the current round of bargaining. PIPSC reserves the right to submit additional proposals after receiving this information.

Central Table Proposals

All items tabled centrally are to be included in this Collective Agreement:

1. Common Designated Paid Holidays Proposal (Family Day)
2. Common Proposal for Family Leave and Benefits Principles
 - a. Leave and Benefits Related to Critical Illness
 - b. Compassionate Care Leave and Benefits
 - c. Paid Maternity Leave
 - d. Parental Leave and Benefits
 - e. Non-Birthing Parent (Paternity) Leave and Benefits
3. Common Harassment Proposal
4. Common Pay Administration Proposal
5. Duration
6. Economic Increase

Issues not resolved at the central table will revert back to this table for negotiation.

PIPSC Bargaining Team

Bargaining Team President
Paul van Gorp
Location: Ottawa
Classification: RE-6
Dept: CSD

Bargaining Team Member
Savio Remedios
Location: Toronto
Classification: RE-7
Dept: BCO

Bargaining Team Member
Thanenjeyan (Varun) Balendra
Location: Toronto
Classification: RE-6
Dept: ISS

Bargaining Team Member
Jamal Saket
Location: Ottawa
Classification: RE-6
Dept: ITSD

Bargaining Team Member
Christopher Cooper
Location: Toronto
Classification: RE-3
Dept: ITSD

Negotiator:
David Griffin

Housekeeping Changes

Historical Corrections – French Version

Restore missing paragraphs in French version; Articles 14.13 and 17.12.

Gender neutral language

The Institute would like to discuss the introduction of gender neutral language.

Legislation

Replace all references to *Public Service Labour Relations Act* with *Federal Public Sector Labour Relations Act*.

Article 14 - Vacation Leave

14.15 (a) Employees shall be credited a one-time entitlement of thirty-seven decimal five (37.5) 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 14.03.

(b) ~~Effective on the date of signing of the collective agreement, all employees on strength and with more than two (2) years of service, as defined in clause 14.03, shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay.~~

(Remove – Housekeeping)

~~(c)~~(b) The vacation leave credits provided in clauses 14.16 **14.15** (a) and (b) above shall be excluded from the application of paragraph 14.07 (a) dealing with the carry-over and/or liquidation of vacation leave.

(Correction – Housekeeping)

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 Revise/Add to existing definitions as follows:

Introduce NEW definition of “family” in Article 2.01

“family” is defined as father, mother (or alternatively stepfather, stepmother or foster parent), brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, spouse (including common-law partner), child (including child of common-law partner), stepchild, foster child or ward of the employee, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, grandparent-in-law, any relative permanently residing in the employee’s household or with whom the employee permanently resides, and any person for whom the employee has a duty of care, regardless of residence.

ARTICLE 8**OVERTIME**

- 8.08 (a) An employee who works three (3) or more hours of overtime immediately before or immediately following his scheduled hours of work shall be reimbursed expenses for one meal ~~in the amount of ten dollars and fifty cents (\$10.50)~~ **allowance in accordance with the applicable current meal rate provided for in the National Joint Council Travel Directive**, except where free meals are provided. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that a meal break may be taken either at or adjacent to the employee's 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 additional meal ~~in the amount of ten dollars and fifty cents (\$10.50)~~ **allowance in accordance with the applicable current meal rate provided for in the National Joint Council Travel Directive**, Reasonable time with pay to be determined by management shall be allowed the employee in order that a meal break may be taken either at or adjacent to the employee's place of work.

ARTICLE 11**DESIGNATED PAID HOLIDAYS*****Family Day is being addressed as a central issue***

The Institute reserves the right to introduce language at later date.

11.01 Subject to clause 11.02, 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~~ **any** additional ~~day~~ **days** when proclaimed by an Act of Parliament as a National Holiday.

ARTICLE 11

DESIGNATED PAID HOLIDAYS

11.06 (NEW) Holiday Shutdown

- (a) The normal operations of the Employer close down over the Holiday period, from December 25 to January 1, inclusive, with only designated essential services running. The days not designated as paid holidays shall be considered days of rest.**
- (b) When Christmas Eve falls on a normal working day, regularly scheduled hours will cease at noon that day. However, should Christmas Eve fall on a Monday, the full day will be granted as a day of rest.**
- (c) When New Year's Day falls on a Thursday, Friday January 2 will be granted as a day of rest.**

ARTICLE 12**TRAVELLING TIME**

12.03 For the purposes of clauses 12.02 and 12.04, the travelling time for which an employee shall be compensated is as follows:

- (a) For travel by public transportation, the time between the scheduled time of departure and the time of arrival at the destination, including the normal travel time **to proceed from the employee's place of residence or work place, as applicable, to the point of departure as determined by the Employer- and, upon return, directly back to the employee's residence or work place.**
- (b) 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, directly to the employee's destination and, upon return, directly back to the employee's residence or work place.
- (c) 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 but compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

ARTICLE 13

LEAVE – GENERAL

13.01 When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated **due to incapacity**, by death or lay-off, the ~~deceased~~ employee is considered to have earned the amount of leave with pay granted.

~~13.02 When the employment of an employee who has been granted more vacation or sick leave with pay than the employee has earned is terminated by lay-off, the employee is considered to have earned the amount of leave with pay granted. (Housekeeping – Duplication)~~

Renumber accordingly

ARTICLE 14

VACATION LEAVE

14.02 Accumulation of vacation leave credits

An employee who has earned at least seventy-five (75) hours' pay, during any calendar month of a vacation year shall earn vacation leave credits at the following rates in respect of that month:

- (a) twelve decimal five (12.5) hours until the month in which the anniversary of the employee's ~~sixteenth (16th)~~ **tenth (10th)** year of service occurs;
- (b) ~~Thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;~~
- (c) ~~fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;~~
- (d) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's ~~eighteenth (18th)~~ **tenth (10th)** anniversary of service occurs;
- (e) ~~sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;~~
- (f) eighteen decimal seven five (18.75) hours' commencing with the month in which the employee's ~~twenty-eighth (28th)~~ **twentieth (20th)** anniversary of service occurs;
- (g) **twenty-one decimal eight seven five (21.875) hours' commencing with the month in which the employee's thirtieth (30th) anniversary of service occurs.**

Renumber as required

Summary:

Monthly	Annually	Current	Proposed
12.5 hours	20 days	Start	Start
13.75 hours	22 days	16 years	
14.4 hours	23 days	17 years	
15.625 hours	25 days	18 years	10 years
18.75 hours	30 days	28 years	20 years
21.875 hours	35 days		30 years

ARTICLE 16**BEREAVEMENT LEAVE**

Remove the definition of immediate family and introduce NEW definition of family in Article 2.01, as per above.

- 16.01 In respect to applications for leave made pursuant to this Article, the employee may be required to provide satisfactory validation of the circumstances necessitating such requests.
- 16.02 ~~For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild, foster child or ward of the employee, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild, grandparents, or any other relative permanently residing in the employee's household or with whom the employee permanently resides.~~
- (a) Where a member of an employee's ~~immediate~~ family dies, an employee shall be granted bereavement leave with pay for a period of up to seven (7) consecutive calendar days which must include the day of the funeral or memorial service. In addition, the employee may be granted up to three (3) days' special leave with pay for the purpose of travel to and from the place of the funeral or service.
- ~~(b) An employee shall be granted leave with pay up to a maximum of one day, in the event of the death of the employee's brother-in-law or sister-in-law and grandparents of spouse.~~
- (b) At the request of the employee, the leave as defined in 16.02(a) may be taken in two (2) periods.**
- (c) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater and/or in a manner different than that provided for in clause 16.02 (a) and 16.02 (b).
- (d) If, during a period of paid leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave under this clause, he or she shall be granted bereavement leave and the paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

17.01 to 17.05 Maternity & Parental Allowance and Leave

This is being addressed as a central issue

The Institute reserves the right to introduce language at later date.

NEW Leave Related to Critical Illness

This is being addressed as a central issue

The Institute reserves the right to introduce language at later date.

NEW Compassionate Care Leave and Benefit

This is being addressed as a central issue

The Institute reserves the right to introduce language at later date.

ARTICLE 17**OTHER LEAVE WITH OR WITHOUT PAY****17.07 Leave Without Pay for the Care of Family**

Remove the definition of immediate family and introduce NEW definition of family in Article 2.01, as per above.

- ~~(a) For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse) parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides~~
- (a) Both parties recognize the importance of access to leave for the purpose of care for family.**
- (b) ~~Subject to 17.07(a), an~~ **An** employee shall be granted leave without pay for the care of family in accordance with the following conditions:
 - (i) 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 urgent or unforeseeable circumstances, such notice cannot be given;
 - (ii) leave granted under this article shall be for a minimum period of three (3) weeks;
 - (iii) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the Public Service.
- (c) *Status Quo*
- (d) *Status Quo*

ARTICLE 17**OTHER LEAVE WITH OR WITHOUT PAY*****17.10 Leave With Pay for Family-Related Responsibilities**

Remove the definition of immediate family and introduce NEW definition of family in Article 2.01, as per above.

~~(a) For the purpose of this clause, family is defined as spouse (including common-law partner), children (including foster children, step children and children of legal or common-law partner and ward of the employee), parents (including stepparents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents and grandchildren of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.~~

~~(b)~~**(a)** The total leave with pay which may be granted under sub-clause (c) shall not exceed ~~thirty seven decimal five (37.5)~~ **forty-five (45)** hours in a fiscal year.

(b) This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

(c) The Employer shall grant leave with pay under the following circumstances:

(i) Leave with pay for an appointment to take a family member as defined in (a) above, for a medical or dental appointment when the family member is incapable of attending the appointment alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must make every reasonable effort to schedule the appointment to minimize or preclude time away from work, and will notify his or her supervisor of the appointment as far in advance as possible.

(ii) Leave with pay to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration.

- (i) Leave with pay for needs directly related to the birth or the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.
- (ii) leave with pay to provide for the immediate and temporary care of an elderly member of the employee's family;
- (iii) leave with pay to attend school functions, if the supervisor was notified of the function as far in advance as possible;
- (vi) leave with pay to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
- (vii) Seven decimal five (7.5) hours out of the ~~thirty-seven decimal five (37.5)~~ **forty-five (45)** hours stipulated in paragraph 17.10 (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.

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

17.15 Leave With or Without Pay for Other Reasons

At its discretion, the Employer may grant:

- (a) leave with pay when circumstances not directly attributable to the employee prevent his reporting for duty, **such as providing the employee with time to make alternative arrangements due to a natural disaster, flooding or fire to the employee's residence.** Such leave shall not be ~~unreasonable~~ **unreasonably** withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

ARTICLE 17

OTHER LEAVE WITH OR WITHOUT PAY

17.17 Personal Leave with Pay

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)~~ **twenty-two and one-half (22.5)** hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

ARTICLE 18**CAREER DEVELOPMENT****18.03 Attendance at Conferences and Conventions**

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee shall have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational requirements.
- (c) The Employer ~~may~~ **will** grant leave with pay and reasonable expenses including registration fees to attend ~~such~~ **gatherings approved by the employer**, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention ~~at the request of the~~ **approved by the employer** shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference ~~the employee is required to attend~~.
- (e) An employee invited to participate in a conference or convention in an official capacity **approved by the employer**, such as to present a formal address or to give a course related to ~~his~~ **the employee's** field of employment, ~~may~~ **shall** be granted leave with pay for this purpose and **shall** ~~may~~, in addition, be reimbursed for the employee's payment of convention or conference registration fees and reasonable travel expenses.
- ~~(f) An employee shall not be entitled to any compensation under Article 8 (Overtime) and 12 (Travelling Time) in respect of hours he or she is in attendance at or travelling to or from a conference or convention under the provisions of this clause, except as provided by paragraph (d).~~

ARTICLE 28**CONTRACTING OUT**

- 28.01 The Employer will continue past practice in giving all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.
- 28.02 The Employer agrees to provide the Institute, on a quarterly basis within one month following the end of each quarter, a list of all contractors engaged by the Employer. The list shall include the name, date of appointment, employing department, geographical location, a summary of the duties and responsibilities, employment type and duration of the contract.**
- 28.03 There shall be no layoffs as a result of contracting out of the duties that are normally and regularly performed by employees in the bargaining unit.**
- 28.04 No work shall be contracted out as long as there are available employees capable of performing the work after minimal training.**
- 28.05 Where there is an ongoing work requirement for which there are not available employees capable of performing the work, contracting out shall be limited to a fixed term, to enable the Employer to develop or recruit indeterminate employees to perform the available work.**

ARTICLE 30
OSFI POLICIES

The Institute wishes to discuss the Travel Policy with respect to the claiming of meals and definition of “travel status.”

The Institute reserves the right to introduce language at later date.

30.01 The following policies form part of this Collective Agreement:

- (1) Travel Policy;
- (2) Relocation Policy;
- (3) Bilingual Bonus Policy;
- (4) Workforce Adjustment Policy.

30.02 Grievances in regard to the above policies shall be filed in accordance with Article 29 on grievance procedure in this Collective Agreement.

30.03 The parties agree that the above-listed policies may be modified at any time by mutual agreement of the parties, provided such modifications do not have a monetary impact.

ARTICLE 31**JOINT CONSULTATION**

- 31.01 The parties acknowledge the mutual benefits to be derived from meaningful and effective joint consultation and will consult on matters of common interest.
- 31.02 The subjects that may be determined as appropriate for joint consultation will be by mutual agreement of the parties and shall include consultation regarding career development **and professional development, proposed technological, workspace and organizational changes, contracting out** human resources initiatives, performance ~~pay~~ **management, any initiatives impacting employees' efficiency and effectiveness** and the provision of information to employees and the Institute. Consultation may be at the local, regional or national level as determined by the parties.
- 31.03 ~~Wherever possible, the~~ **The** Employer shall consult with representatives of the Institute at the appropriate level about contemplated changes in **employer policies**, conditions of employment or working conditions not governed by this Agreement, **a minimum of sixty (60) days prior to approval.**
- 31.04 **Joint Consultation Committee Meetings**
- The Consultation Committees shall be composed of mutually agreeable numbers of employees and Employer representatives who shall meet at mutually satisfactory times. Committee meetings shall normally be held on the Employer's premises during working hours.
- 31.05 Employees forming the continuing membership of the Consultation Committees shall be protected against any loss of normal pay by reason of attendance at such meetings with management, including reasonable **preparation and** travel time where applicable.
- 31.06 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this Agreement.

ARTICLE 35**EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

The parties share the belief that the performance review process is a shared responsibility and consists of discussions between the employee and the employee's supervisor. The parties agree that the performance review process is a continuous cycle and it helps the employee and the supervisor to work together to establish objectives, monitor progress and assess results. The parties further agree that the supervisor will provide the employee with **ongoing** feedback and support mechanisms **during the performance period** in order to help achieve agreed upon objectives.

35.01 For the purpose of this Article,

- (a) a formal assessment and/or appraisal of an employee's performance means any written assessment and/or appraisal by any supervisor of how well the employee has performed the employee's assigned tasks during a specified period in the past;
- (b) formal assessments and/or appraisals of employee performance shall be recorded on a form prescribed by the Employer for this purpose.

- 35.02 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. An employee's signature on the assessment form shall be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form. The employee shall be provided with a copy of the assessment form at the time the assessment is signed by the employee.
- (b) The Employer's representative(s) who assesses an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
 - (c) When an employee disagrees with the assessment and/or appraisal of his or her work, the employee shall have the right to present written counter arguments to the manager(s) or committee(s) responsible for the assessment and/or appraisal decision. An employee has the right to make written comments to be attached to the performance review form; in such situations the employer representative shall acknowledge in writing receipt of such comments.

- 35.03 Upon written request of an employee, the personnel file pertaining to that employee shall be made available for the employee's examination in the presence of an authorized representative of the Employer and, upon request, a representative of the Institute.
- 35.04 When a report pertaining to an employee's performance is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.
- 35.05 At the beginning of the appraisal period, the employer will clearly articulate and provide in writing to the employee, the required performance standards used to assess their performance.**
- 35.06 Where OSFI identifies a performance related requirement for training, such as an employee's annual performance evaluation, written performance objectives, work plan or performance improvement plan, that employee shall be entitled to training required to ensure they can meet that objective. OSFI shall provide the employee with the training necessary to meet the performance requirements and the training will be considered employer requested. All hours on training shall be deemed hours worked.**
- 35.07 Where such training described in 35.06 is not available, the employee will not be evaluated on those performance related requirements that required training.**
- 35.08 The employee will have the right to representation during the creation of a performance improvement plan as a result of their performance review.**

ARTICLE 38**TECHNOLOGICAL AND ORGANIZATIONAL CHANGE**

- 38.01 The parties have agreed that in cases where, as a result of technological **and/or organizational** change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, the Workforce Adjustment Policy negotiated between the Institute and OSFI will apply. In all other cases, the following clauses will apply.
- 38.02 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 equipment or material which will result in significant changes in the employment status or working conditions of the employees.
- "Organizational Change" means:**
- (c) **a major change in the Employer's operation directly related to the organization's structure, operational methods, services, processes and/or procedures, which will result in significant changes in the employment status or working conditions of the employees.**
- 38.03 Both parties recognize the overall advantages of technological **and organizational** change and will, therefore, encourage and promote technological **and organizational** change in the Employer's operations. Where technological **and/or organizational** change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 38.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) calendar days written notice to the Institute of the introduction or implementation of technological **and/or organizational** change.

- 38.05 The written notice provided for in clause 38.04 will provide 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.
- 38.06 As soon as reasonably practicable after notice is given under clause 38.04, the Employer shall consult with the Institute concerning the effects of the technological **and/or organizational** change referred to in clause 38.04 on each group of employees. Such consultation will include but not necessarily be limited to the following:
- (a) the approximate number, class and location of employees likely to be affected by the change;
 - (b) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.
- 38.07 When, as a result of technological **and/or organizational** change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of his substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee.

ARTICLE 41

SEXUAL AND PERSONAL HARASSMENT

This is being addressed as a central issue

The Institute reserves the right to introduce language at later date.

ARTICLE 43

PAY ADMINISTRATION

43.09 Only rates of pay, **performance pay** and compensation for overtime and vacation leave credits which have been paid to an employee during the retroactive period will be recomputed, and the difference between the amount paid on the old rates of pay and the amount payable on the new rates of pay will be paid to the employee.

ARTICLE 47

DURATION OF AGREEMENT

This is being addressed as a central issue

The Institute reserves the right to introduce language at later date.

NEW ARTICLE

PHOENIX-PAY RELATED ISSUES

This is being addressed as a central issue

The Institute reserves the right to introduce language at later date.

NEW ARTICLE

WORKPLACE ACCOMMODATION

The Institute will have the right of notice, information and consultation in respect to any request made by a bargaining unit member for an accommodation (e.g. disability, family status or religion) to fulfil its legal responsibilities under the *Canadian Human Rights Act*.

NEW ARTICLE

WELLNESS GIFT

The parties recognize the mutual benefit in promoting employee wellness. To this end, the employer agrees to provide a wellness gift to employees who have completed one (1) year of service. Beginning April 1, 2018, the wellness gift shall be provided once per year in the amount of \$500.

All Appendices to be renewed subject to amendments contained below.

APPENDIX A

RATES OF PAY

General Economic Increase is being addressed as a central issue

The Institute reserves the right to introduce language at later date.

The Institute wishes to discuss pay with the Employer and reserves the right to table specific proposals at a later date. This includes proposals on allowances and Performance Pay.

APPENDIX B

**Memorandum of Understanding
Between
The Office of the Superintendent of Financial Institutions
And
The Professional Institute of the Public Service of Canada**

Purpose

The purpose of this MOU is to provide for the continuance of specific policies **and guidelines** currently in effect as they apply to OSFI staff represented by the Professional Institute of the Public Service of Canada.

Interpretation

For the life of the collective agreement, the employer agrees to maintain its current policies **and guidelines** with respect to the following:

Study Time for Actuarial Students
Leave with Income Averaging

Guidelines on Flexible Work Arrangements and Special Leave

SIGNED at Ottawa, this ___ day of the month of _____ 20__.

**The Office of the Superintendent
Of Financial Institutions**

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

APPENDIX D

**Memorandum of Agreement
Between
The Office of the Superintendent of Financial Institutions
And
The Professional Institute of the Public Service of Canada**

Purpose

The purpose of this MOA is to establish a framework for the implementation of performance pay for all PIPSC OSFI employees.

Agreement

1. The parties agree to three performance rating categories:
 - A) Did Not Meet Expectations
 - B) Met Expectations
 - C) Surpassed Expectations

2. Both Parties agree that in-range increases will be awarded to employees below the 100% job rate. These percentages will be as follows:

In-range increases:

Did Not Meet Expectations	0%
Met Expectations	3%
Surpassed Expectations	4%

3. The following grid outlines the percentages that will be allocated in cash bonuses:

RATING	CASH BONUS
Did Not Meet Expectations	0%
Met Expectations	1-7% 7-10%
Surpassed Expectations	7-16% 15-20%

4. ~~It is agreed that these payments do not include any economic adjustment that may be negotiated between the parties at a later date.~~ **Performance Pay will be included with retroactive salary adjustments in accordance with Article 43.09.**

5. **In the event of termination, death or retirement, an employee's performance pay will be pro-rated based on the number of days worked in the fiscal year.**

56. The parties agree that this Memorandum of Agreement will form part of the collective agreement.

SIGNED at Ottawa, this ___ day of the month of _____ 20__.

**The Office of the Superintendent
Of Financial Institutions**

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