

MEMORANDUM OF AGREEMENT

BETWEEN:

THE OFFICE OF SUPERINTENDENT OF FINANCIAL INSTITUTIONS
(hereinafter called the “Employer”)

AND

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA
(hereinafter called the “Institute”)

The parties to this Memorandum of Agreement hereby undertake to obtain from their respective principals the required authorization for the changes to the tentative collective agreement appended hereto which incorporates:

1. The terms and conditions that have been agreed to in negotiations and are appended hereto.
2. The revisions to the collective agreement appended hereto shall be included in a renewal collective agreement and signed by the parties as soon as possible after both parties have obtained their respective authorization. The parties agree that the terms regarding implementation and retroactivity shall be pursuant to the Letter of Understanding on Retroactive Pay.

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

STATUTE NAME CHANGE

2.01 For the purpose of this Agreement:

[...]

(h) “employee” means a person so defined by the *Federal Public Service Sector Labour Relations Act* and who is a member of the bargaining unit;

[...]

2.02 Except as otherwise provided in this Agreement, expressions used in this Agreement,

(a) if defined in the *Federal Public Service Sector Labour Relations Act*, have the same meaning as given to them in the *Federal Public Service Sector Labour Relations Act*, and

(b) if defined in the *Interpretation Act*, but not defined in the *Federal Public Service Sector Labour Relations Act*, have the same meaning as given to them in the *Interpretation Act*.

[...]

17.13 Personnel Selection Leave with Pay

Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Public Service or in the Office of the Superintendent of Financial Institutions, as defined in the *Federal Public Service Sector Labour Relations Act*, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his presence is so required.

[...]

22.02 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 and the Institute agree to bargain in good faith, in accordance with the provisions of the *Federal Public Service Sector Labour Relations Act*.

[...]

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

[...]

27.01 **Federal Public Service Sector Labour Relations and Employment Board Hearings**

(a) Complaints made to the **Federal Public Service Sector Labour Relations and Employment Board** pursuant to Section 190(1) of the *Federal Public Service Sector Labour Relations Act*.

Where operational requirements permit, the Employer will grant leave with pay:

- (i) to an employee who makes a complaint on his or her own behalf before the **Federal Public Service Sector Labour Relations and Employment Board**, and
- (ii) 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) Applications 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 leave with pay:

- (i) to an employee called as a witness by the **Federal Public Service Sector Labour Relations and Employment Board**, and
- (ii) where operational requirements permit, to an employee called as a witness by an employee or the Institute.

[...]

29.04 Subject to and as provided in the *Federal Public Service Sector Labour Relations Act*, employees who feel that they have been treated unjustly or consider themselves aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process are entitled to present a grievance in the manner prescribed in clause 29.02, except that:

- (a) where there is another administrative procedure provided by or under any Act of Parliament to deal with the specific complaint such procedure must be followed, and
- (b) where the grievance relates to the interpretation or application of this Agreement or an Arbitral Award, the employee is not entitled to present the grievance unless the employee has the approval of and is represented by the Institute.

[...]

29.12 Where a grievance has been presented up to and including the final level in the grievance process, and the grievance is not one that may be referred to adjudication, the decision on the grievance taken at the final level in the grievance process is final and binding and no further action may be taken under the *Federal Public Service Sector Labour Relations Act*.

[...]

29.21 Where an employee has presented a grievance up to and including the Final Level in the grievance procedure with respect to:

- (a) the interpretation or application in respect of him or her of a provision of this Agreement or a related Arbitral Award, or
- (b) disciplinary action resulting in discharge, suspension or a financial penalty, and the employee's grievance has not been dealt with to his or her satisfaction, the employee may refer the grievance to adjudication in accordance with the provisions of the *Federal Public Service Sector Labour Relations Act* and Regulations.

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

**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)~~ **twelve dollars (\$12.00)** 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)~~ **twelve dollars (\$12.00)**. 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.

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

ARTICLE 11
DESIGNATED PAID HOLIDAYS

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 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.

SIGNED at Ottawa, this ____ day of the month of June 2019.

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of Financial Institutions

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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 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.~~
- ~~13.03 Once in each fiscal year, and upon request, employees are entitled to be informed of the balance of their vacation, sick and family related leave credits.~~
- ~~13.04~~ **(13.02)** The amount of leave with pay credited to an employee by the Employer at the time this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.
- ~~13.05~~ **(13.03)** Notwithstanding anything contained in Article 14 (Vacation Leave), Article 15 (Sick Leave), Article 16 (Bereavement Leave), Article 17 (Other Leave), and Article 18 (Career Development) an employee shall not be granted vacation leave, sick leave, other leave or career development leave with pay while on leave without pay or under suspension.
- ~~13.06~~ **(13.04)** An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- ~~13.07~~ **(13.05)** If at the end of a fiscal year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest (1/2) day.
- ~~13.08~~ **(13.06)** Where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from “continuous employment” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave. This clause does not apply to leave granted to an employee to work on external assignments

SIGNED at Ottawa, this ____ day of the month of June 2019.

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ARTICLE 14
CONGÉS ANNUELS

14.02 Accumulation des crédits de congé annuel

L'employé qui, au cours d'un mois donné de l'année de congé, touche au moins soixante-quinze (75) heures de rémunération acquiert, à l'égard de ce mois, des crédits de congé annuel au rythme de :

- (a) douze virgule cinq (12,5) heures par mois jusqu'au mois où survient l'anniversaire de sa seizième (16^e) année de service;
- (b) treize virgule soixante-quinze (13,75) heures par mois à partir du mois où survient son seizième (16^e) anniversaire de service;
- (c) quatorze virgule quatre (14,4) heures par mois à partir du mois où survient son dix-septième (17^e) anniversaire de service;
- (d) quinze virgule six cent vingt-cinq (15,625) heures par mois à partir du mois où survient son dix-huitième (18^e) anniversaire de service;
- (e) seize virgule huit cent soixante-quinze (16,875) heures par mois à partir du mois où survient son vingt-septième (27^e) anniversaire de service;
- (f) dix-huit virgule soixante-quinze (18,75) ~~jours~~ **heures** par mois à compter du mois où survient son vingt-huitième (28^e) anniversaire de service;

SIGNED at Ottawa, this ____ day of the month of June 2019.

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**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.~~
- ~~(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.

SIGNED at Ottawa, this ____ day of the month of June 2019.

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ARTICLE 16
BEREAVEMENT LEAVE

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 **or, subject to paragraph 16.02(g) below, 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.**

- (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) **At the request of the employee, the leave as defined in 16.02(a) 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.**
- (c) **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;**
 - (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.**
- ~~(b)~~ (d) 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.
- ~~(c)~~ (e) 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) (f) 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.
- (g) **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 public service.**

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY

The parties agree to amend the maternity and parental language such that it is consistent with the amendments agreed to at the TBS-PIPSC central table.

SIGNED at Ottawa, this ____ day of the month of June 2019.

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of Financial Institutions

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Public Service of Canada

ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY

17.07 Leave Without Pay for the Care of ~~Immediate~~ Family

- (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, **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.**

SIGNED at Ottawa, this ____ day of the month of June 2019.

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ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY

17.10 Leave With Pay for Family-Related Responsibilities

- (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 **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.**

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

ARTICLE 17
AUTRES CONGÉS PAYÉS OU NON PAYÉS

17.10 Congé payé pour obligations familiales

- (a) Aux fins du présent article, la famille s'entend du conjoint (ou du conjoint de fait qui demeure avec l'employé), des enfants à charge (y compris ceux en famille d'accueil, ceux du conjoint de droit ou de fait et ceux sous la tutelle de l'employé), des parents (y compris les beaux parents ou les parents adoptifs), du beau-père, de la belle-mère, du frère, de la sœur, du demi-frère, de la demi-sœur, des grands-parents, des petits-enfants, d'un membre de la parenté demeurant en permanence au domicile de l'employé ou avec qui l'employé demeure en permanence, et de tout membre de sa parenté envers lequel l'employé a un devoir de soin, qu'il demeure ou non avec l'employé.
- (b) Le congé rémunéré qui peut être accordé en vertu de l'alinéa (c) ne peut dépasser trente-sept heures et demie (37 1/2) par exercice.
- (c) L'employeur accorde un congé ~~non~~ payé aux conditions suivantes :
 - (i) un congé payé pour conduire un membre de sa famille, selon la définition en (a) ci dessus, à un rendez vous chez le médecin ou le dentiste lorsque ce membre est incapable de s'y rendre seul, ou pour des rendez vous avec les autorités compétentes d'un établissement scolaire ou d'un organisme d'adoption. L'employé qui demande un congé à cette fin doit faire tous les efforts raisonnables pour fixer les rendez-vous de manière à réduire au minimum ou à éviter les absences du travail, et il doit prévenir son supérieur du rendez-vous aussi longtemps à l'avance que possible.

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

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 leave shall not be ~~unreasonable~~ **unreasonably** withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY

17.18 Domestic Violence Leave

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

(f) Notwithstanding clauses 17.18(b) to 17.18(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.

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

**ARTICLE 17
OTHER LEAVE WITH OR WITHOUT PAY**

17.19 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 17.19(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 17.19(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.**

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

ARTICLE 43
PAY ADMINISTRATION

43.05 Performance Pay

(a) In-range increases

Employees below the 100% job rate and whose performance is rated as per the chart below, shall be awarded every year a minimum percentage of the job rate for movement within the range as follows:

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

(b) Cash bonus

Implementation of performance pay shall be subject to the Memoranda of Understanding **Agreement** between the parties attached as Appendix **ED**.

[...]

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

APPENDIX A

RATES OF PAY

- A:** Effective April 1, 2018, an economic increase of 0.8%
- Aa:** Effective April 1, 2018, an economic increase of 2.0%
- B:** Effective April 1, 2019, an economic increase of 0.2%
- Ba:** Effective April 1, 2019, an economic increase of 2.0%
- C:** Effective April 1, 2020, an economic increase of 1.5%
- D:** Effective April 1, 2021, an economic increase of 1.5%

<u>Level</u>	<u>Minimum</u>	<u>Maximum</u>
RE-03		
FROM:	57,400	72,000
A:	57,900	72,600
Aa:	59,100	74,100
B:	59,300	74,300
Ba:	60,500	75,800
C:	61,500	77,000
D:	62,500	78,200
RE-04		
FROM:	68,900	88,900
A:	69,500	89,700
Aa:	70,900	91,500
B:	71,100	91,700
Ba:	72,600	93,600
C:	73,700	95,100
D:	74,900	96,600
RE-05		
FROM:	85,300	109,900
A:	86,000	110,800
Aa:	87,800	113,100
B:	88,000	113,400
Ba:	89,800	115,700
C:	91,200	117,500
D:	92,600	119,300

RE-06

FROM:	101,000	130,900
A:	101,900	132,000
Aa:	104,000	134,700
B:	104,300	135,000
Ba:	106,400	137,700
C:	108,000	139,800
D:	109,700	141,900

RE-07

FROM:	115,100	147,500
A:	116,100	148,700
Aa:	118,500	151,700
B:	118,800	152,100
Ba:	121,200	155,200
C:	123,100	157,600
D:	125,000	160,000

Expiry date: March 31, 2022

SIGNED at Ottawa, this ____ day of the month of June 2019.

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:

Did Not Meet Expectations	0%
Met Expectations	1-7%
Surpassed Expectations	7 8-16%

4. ~~It is agreed that these payments do not include any economic adjustment that may be negotiated between the parties at a later date. It is agreed that, should an economic increase be negotiated between the parties at a later date, the Employer will provide each employee who received performance pay with a lump sum payment representing the percentage economic increase applicable to the performance pay.~~

This lump sum payment will be effective within 180 days following signature of the collective agreement, in accordance with section 2(a)(ii) of the MOU with respect to retroactive payments (Appendix G).

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

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

APPENDIX E

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

The parties recognize that this agreement is conditional upon the conclusion of a renewed Memorandum of Agreement (MOA) on Supporting Employee Wellness between the Office of the Superintendent of Financial Institutions 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 workplace after periods of leave due to illness or injury.

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

APPENDIX F

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

Further to the Memorandum of Understanding on Gender Inclusive Language between Treasury Board and the Professional Institute of the Public Service of Canada:

The Office of the Superintendent of Financial Institutions and the Professional Institute of the Public Service of Canada (PIPSC) agree to undertake the necessary steps in order to implement applicable changes that will result once the Treasury Board and PIPSC Joint Committee finalizes their review of collective agreements to identify opportunities to render the language more gender inclusive.

The parties are committed to and support gender neutrality and inclusivity.

The parties agree that any changes in language will not result in changes in application, scope or value.

The 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.

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

APPENDIX G

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

Notwithstanding the provisions of clause 43.03 on the calculation of retroactive payments, this memorandum is to give effect to the understanding reached between the Office of the Superintendent of Financial Institutions and the Professional Institute of the Public Service of Canada 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 and new 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 in to 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 Office of the Superintendent of Financial Institutions will compensate the Professional Institute of the Public Service of Canada – OSFI Group 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 Institute and the Office of the Superintendent of Financial Institutions 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 departmental 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.**

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

APPENDIX H

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

This memorandum is to give effect to the agreement reached between the Office of the Superintendent of Financial Institutions and the Professional Institute of the Public Service of Canada (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 Office of the Superintendent of Financial Institutions is developing a new policy covering both harassment and violence situations.

During this process, the Office of the Superintendent of Financial Institutions 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.**

Upon request of the Institute, the Employer would agree to bilateral discussions with the Institute. 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 MOA or the collective agreement.

This memorandum expires upon issuance of the new directive or March 31, 2022, whichever comes first.

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

Memorandum of Understanding

Between

The Office of the Superintendent of Financial Institutions

And

The Professional Institute of the Public Service of Canada

**With Respect To Concerns Identified Pertaining To
Performance Pay**

This memorandum is to give effect to the understanding reached between Office of the Superintendent of Financial Institutions and the Professional Institute of the Public Service of Canada (the Institute) in negotiation for the renewal of the collective agreement.

The parties recognize that it is imperative for OSFI to be in a position to recruit from the industries that it regulates, as well as from the core public administration, and retain and motivate existing employees.

A number of concerns were brought forth by the PIPSC bargaining team relating to the existing performance pay framework and allocation. Accordingly, the parties agree to establish and participate in a special working committee comprised of equal representatives of the parties, to review the present performance pay program and advise the parties with respect to this issue.

The committee members further agree to meet within ninety (90) days of the signing date of this Agreement to establish the committee's terms of reference, which shall include:

- 1. Identifying concerns with the current performance pay system from the perspective of managers and employees;**
- 2. Reviewing the role of performance pay in recruiting, retaining, incentivizing and motivating employees;**
- 3. Gathering appropriate data and research to investigate best compensation and performance pay practices within the comparator universe; and**
- 4. Developing joint recommendations to enhance the success of performance pay within OSFI's compensation system.**

Time spent by the members of the committee shall be considered time worked. All other costs of attendance will be the responsibility of each party.

It is understood and agreed that this Agreement does not form part of the collective agreement.

SIGNED at Ottawa, this ____ day of the month of June 2019.

The Office of the Superintendent
of Financial Institutions

The Professional Institute of the
Public Service of Canada

Memorandum of Understanding

Between

The Office of the Superintendent of Financial Institutions

And

The Professional Institute of the Public Service of Canada

**With Respect To Concerns Identified Pertaining To
Travel and Reimbursement of Meals**

This memorandum is to give effect to the understanding reached between Office of the Superintendent of Financial Institutions and the Professional Institute of the Public Service of Canada (the Institute) in negotiation for the renewal of the collective agreement.

A number of concerns were brought forth by the PIPSC bargaining team relating to the reimbursement of meals during travel time. Accordingly, the parties agree to establish and participate in a special working committee to review the present criteria and application and advise the parties with respect to this issue.

The committee members further agree to meet within ninety (90) days of the signing date of this Agreement.

Time spent by the members of the committee shall be considered time worked. All other attendance costs will be the responsibility of each party.

Nothing in the Memorandum restricts or limits the right of employees to seek satisfactory resolution of a denied meal reimbursement claim through the grievance procedure.

It is understood and agreed that this Agreement does not form part of the collective agreement.

SIGNED at Ottawa, this ____ day of the month of June 2019.

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

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