

COLLECTIVE AGREEMENT

BETWEEN

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

AND

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

FOR THE

Professional Employees Group

Expiry, March 31, 2011

Collective Agreement - Professional Employees Group - PIPSC

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1.02 The parties to this Agreement share a desire to maintain professional standards and to promote the well-being and increased efficiency of OSFI's employees to the end that the people of Canada will be well and effectively served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship at all levels of OSFI in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "bargaining unit" means all the Professional employees as described in the certificate issued by the Public Service Staff Relations Board on June 7, 1999;
 - (b) "common law partner" refers to a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year
 - (c) "continuous employment" and "continuous service" means;
 - (i) Uninterrupted employment with the Office of the Superintendent of Financial Institutions (and its predecessor organisations) and organisations listed in Schedule I, IV and V of the *Financial Administration Act*.
 - (ii) Where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three months, their periods of employment shall be considered as continuous for the purposes of sick leave, severance pay and vacation leave.

- (iii) Immediate prior service with the Canada Deposit Insurance Corporation and the Bank of Canada shall be considered as continuous service for the purposes of calculating the entitlement to vacation leave only.
- (d) "daily rate of pay" means an employee's weekly rate of pay divided by five (5);
- (e) "day of rest" 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 position other than by reason of his being on leave;
- (f) "designated paid holiday" means the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a holiday in this Agreement;
- (g) "double time" means twice the hourly rate of pay;
- (h) "employee" means a person so defined by the *Public Service Labour-Relations Act* and who is a member of the bargaining unit;
- (i) "Employer" means Her Majesty in right of Canada as represented by the Office of the Superintendent of Financial Institutions (OSFI), and includes any person authorized to exercise the authority of the Office of the Superintendent of Financial Institutions;
- (j) "headquarters area" has the same meaning as given to the expression in the Travel Policy;
- (k) "hourly rate of pay" means a full-time employee's weekly rate of pay divided by thirty-seven and one-half (37 1/2);
- (l) "Institute" means the Professional Institute of the Public Service of Canada;
- (m) "lay-off" means the termination of an employee's employment because of lack of work or because of the discontinuance of a function;
- (n) "leave" means authorized absence from duty;
- (o) "membership dues" means the dues established pursuant to the by-laws and regulations 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;
- (p) "overtime" means:

- i) authorized work performed by the employee in excess of his scheduled daily hours of work and
- ii) authorized work performed by an employee on a normal day of rest or holiday;
- (q) spouse" will be interpreted to include "common law partner"(époux);
- (r) "time and one-half" means one and one-half (1 1/2) times the hourly rate of pay;
- (s) "weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

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

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

ARTICLE 3

OFFICIAL TEXTS

3.01 Both the English and French texts of this Agreement shall be official.

ARTICLE 4

APPLICATION

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

4.02 In this Agreement, words importing the masculine gender shall include the feminine gender.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01.1 All the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Employer.

ARTICLE 6

RIGHTS OF EMPLOYEES

- 6.01 Nothing in this Agreement shall be construed as limiting or eliminating any rights or obligations whatever, recognized or conferred upon any employee, under any federal or provincial statutes, present or future.

ARTICLE 7

HOURS OF WORK

- 7.01 For the purpose of this Article, a week shall consist of seven (7) consecutive days beginning at 00:01 hours Monday and ending at 24:00 hours Sunday. The day is a twenty-four (24) hour period commencing at 00:01 hours.

7.02 **Normal Work Week**

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

The normal work week shall be Monday through Friday and the normal workday shall be scheduled between 7:00 a.m. and 6:00 p.m.

7.03 **Flexible Hours**

Upon the request of an employee and the concurrence of the Employer, an employee may work flexible hours on a daily basis so long as the daily hours amount to seven and one-half (7 1/2).

7.04 **Days of Rest**

An employee shall be granted two (2) consecutive days of rest during each seven (7) day period unless operational requirements do not so permit.

7.05 **Compressed Work Week**

- (a) Notwithstanding the provisions of this Article, upon request of an employee and the concurrence of the Employer, an employee may complete his weekly hours of employment in a period other than five (5) full days provided that over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days the employee works an average of thirty-seven and one-half (37 1/2) hours per week. As part of the provisions of this clause, attendance reporting shall be mutually agreed upon between the employee and the Employer. In every fourteen (14) or twenty-one (21) or twenty-eight (28)-day period or any other period as agreed to between employee and the Employer, such an employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this Agreement.
- (c) For those employees to whom the provisions of clause 7.05 of this Article apply, the provisions of the collective agreement which specify days shall be converted to hours. Where the collective agreement refers to a “day”, it shall be converted to seven and one-half (7 ½) hours.
- (d) For greater certainty, the following provisions shall be administered as provided herein:

Article 2- Interpretations and Definitions

2.01 Clause (d) “daily rate of pay” shall not apply

Article 8 and 12- Overtime and Travelling time

Compensation shall only be applicable on a normal workday for hours in excess of the employee’s scheduled daily hours of work.

On a day of rest, compensation shall be granted on the basis of time and one-half (1 ½) except that compensation shall be double time on Sundays.

Article 13- Leave general

Effective the date on which clause 7.05 of this Article applies or ceases to apply to an employee, the accrued vacation and sick leave credits shall be converted to days or hours, as applicable.

When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day.

Article 14 and 15- Vacation leave and Sick leave

The converted amounts are as follows:

- (a) one and one quarter ($1 \frac{1}{4}$) days – nine decimal three seven five (9.375) hours
- (b) five twelfths ($\frac{5}{12}$) days – three decimal one two five (3.125) hours
- (c) one and two thirds ($1 \frac{2}{3}$) days – twelve decimal five zero (12.50) hours
- (d) One and eleven twelfths ($1 \frac{11}{12}$) days – fourteen decimal three seven five (14.375) hours
- (e) Two and one twelfth ($2 \frac{1}{12}$) days – fifteen decimal six two five (15.625) hours
- (f) two and one third ($2 \frac{1}{3}$) days – seventeen decimal five (17.5) hours
- (g) two and one half ($2 \frac{1}{2}$) days – eighteen decimal seven five (18.75) hours
- (h) one day – seven decimal five (7.5) hours

ARTICLE 8

OVERTIME

8.01 When an employee is required by the Employer to work overtime, compensation shall be paid as follows:

- (a) on a normal workday, at a rate of time and one-half ($1 \frac{1}{2}$) for each hour of overtime worked for the first seven and one-half ($7 \frac{1}{2}$) overtime hours worked and double (2) time thereafter;
- (b) on a first day of rest, at the rate of time and one-half ($1 \frac{1}{2}$) for the first seven and one half ($7 \frac{1}{2}$) hours and at the rate of double (2) time thereafter;
- (c) on a second or subsequent day of rest, at the rate of double (2) time. Second or

subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest;

- (d) notwithstanding clause (c) above, if, in an unbroken series of consecutive and contiguous calendar days of rest, the Employer permits the employee to work the required overtime on a day of rest requested by the employee, then the compensation shall be at time and one-half (1 1/2) for the first day worked.
- 8.02 When an employee is required by the Employer to work overtime on a holiday, the employee shall be paid, in addition to his or her regular pay for the day
- (a) time and one-half (1 1/2) for all hours worked up to the daily scheduled hours of work and double (2) time thereafter;
 - (b) double (2) time for such overtime when the holiday is not the employee's scheduled day of work and is contiguous to a day of rest on which the employee also worked and received double (2) time compensation.
- 8.03 All calculations for overtime shall be based on each completed fifteen (15) minute period.
- 8.04 Employees shall record starting and finishing times of overtime work in a format determined by the Employer.
- 8.05 Except in cases of emergency, call back, or mutual Agreement the Employer shall whenever possible give at least twelve (12) hours' notice of any requirement for overtime.
- 8.06 The Employer will endeavour to make cash payments for overtime in the month following the month in which the credits were earned.
- 8.07 Upon application by the employee and at the discretion of the Employer, compensation under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on March 31 of the next fiscal year shall be paid at the employee's daily rate of pay on December 31 of the current fiscal year.
- 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) 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) 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.

8.09 Clause 8.08 shall not apply to an employee who is in travel status which entitles the employee to claim expenses for lodging and/or meals.

ARTICLE 9

CALL-BACK

9.01 When an employee is called back to work or when an employee who is on stand-by duty is called back to work by the Employer any time outside his normal working hours, he shall be entitled to the greater of:

(a) a minimum of three (3) hours' pay at the applicable overtime rate, for each call-back to a maximum of eight (8) hours' pay in an eight (8) hour period, or

(b) compensation at the applicable overtime rate for each hour worked.

9.02 Upon application by the employee and at the discretion of the Employer, compensation under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on March 31 of the next fiscal year shall be paid at the employee's daily rate of pay on December 31 of the current fiscal year.

9.03 When a payment is being made as a result of the application of this Article, the Employer will 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 will endeavour to make such payment within six (6) weeks of the commencement of the first pay period after March 31 of the

current fiscal year.

ARTICLE 10

STANDBY

- 10.01 When the Employer requires an employee to be available on standby during off-duty hours the employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which the employee had been designated as being on standby duty.
- 10.02 An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with Article 9 Call-Back.
- 10.03 An employee required to be on standby duty shall be available during the period of standby at a known telephone or pager number and be able to return to duty as quickly as possible if called.
- 10.04 No standby duty payment should be granted if any employee is unable to report for duty when required.
- 10.05 The employer shall provide cellular telephones and/or pagers when employees are required to be on standby.

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.

11.02 Except in circumstances set out in Article 27, clause 11.01 does not apply to an employee who is absent without pay on the employee's scheduled working days both immediately preceding and immediately following the holiday.

11.03 Designated Paid Holiday Falling on a Day of Rest

When a day designated as a paid holiday under clause 11.01 coincides with an employee's scheduled day of rest, the holiday shall be moved to the employee's first scheduled day of work following the employee's scheduled day of rest.

11.04 When a day designated as a paid holiday for an employee is moved to another day under the provisions of clause 11.03:

- (a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a scheduled day of rest, and
- (b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

11.05 Designated Paid Holiday Coinciding with a day of Paid Leave

Where a day that is a designated paid holiday coincides with a day of leave with pay, or is moved as

a result of the application of clause 11.03, that day shall count as a holiday and not as a day of leave.

ARTICLE 12

TRAVELLING TIME

- 12.01 For the purposes of this Agreement travelling time is compensated for only in the circumstances and to the extent provided for in this Article.
- 12.02 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 12.03 and 12.04. Travelling time shall include time necessarily spent at each stop-over en route up to a maximum of three (3) hours.
- 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 the point of departure as determined by the Employer.
 - (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.
- 12.04 If an employee is required to travel as set forth in clauses 12.02 and 12.03:
- (a) On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
 - (b) On a normal working day on which the employee travels and works, the employee shall be

paid:

- (i) his or her regular pay for the day for a combined period of travel and work not exceeding seven and one-half (7 1/2) hours, and
 - (ii) at the applicable overtime rate for additional travel time in excess of a seven and one-half hours (7 1/2) period of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours of pay at the straight-time hourly rate in any day.
- (c) On a day of rest or on a holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of seven and one-half (7 1/2) hours of pay at the straight-time hourly rate.
- 12.05 No travel compensation will be paid for travel to attend courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.
- 12.06 This Article above does not apply to employees who are required to perform work in any type of transport in which they are travelling. In such circumstances, they shall receive the greater of:
- (a) on a normal working day, their regular pay for the day, or
 - (b) pay for actual hours worked in accordance with Articles 7 and 8 of this Agreement.
- 12.07 All calculations for travelling time shall be based on each completed period of fifteen (15) minutes.
- 12.08 Upon application by the employee and at the discretion of the Employer, compensation under this Article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this Article. Compensatory leave earned in a fiscal year and outstanding on March 31 of the next fiscal year shall be paid at the employee's daily rate of pay on December 31 of the current fiscal year.
- 12.09 Travel Status Leave
- (a) An employee who is required to travel on government business and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted one (1) day off with pay. The employee shall be credited with one additional day off for each additional period of twenty (20) nights that the employee is away from his or her permanent residence to a maximum of eighty (80) additional nights.
 - (b) The maximum number of days off with pay earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.

- (c) This leave with pay is deemed to be compensatory leave and is subject to clause 8.07.
- (d) The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars unless the employee is required to attend by the employer.

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 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 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 An employee shall not be granted two (2) different types of leave with pay in respect of the same period of time.
- 13.07 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.

ARTICLE 14

VACATION LEAVE WITH PAY

14.01 The vacation year shall be from April 1st of one calendar year to March 31st of the following calendar year inclusive.

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:

- (i) twelve decimal five (12.5) hours until the month in which the anniversary of the employee's sixteenth (16th) year of service occurs;
- (ii) Thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (iii) fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
- (iv) fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
- (v) sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
- (vi) eighteen decimal seven five (18.75) hours' commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs;

14.03 For the purpose of clause 14.02 only, all service within the Public Service, whether continuous or discontinuous, shall count toward vacation leave, except where a person who, on leaving the Public Service, takes or has taken severance pay. However, discontinuous service shall count for the purpose of determining vacation leave entitlement when an employee who receives severance pay on lay-off is re-appointed to the Public Service within one year following the date of lay-off.

14.04 Entitlement to Vacation Leave

Employees are entitled to vacation leave to the extent of their earned credits but employees who have completed six (6) months of continuous service shall receive an advance of credits

equivalent to the anticipated credits for the vacation year.

14.05 **Scheduling of Vacation Leave**

In scheduling vacation leave with pay for an employee the Employer shall, subject to the operational requirements of the service, make every reasonable effort to comply with the employee's wishes.

14.06 The Employer shall give the employee as much notice as is practicable that a request for vacation has or has not been approved. If the leave is not approved the employee shall be so advised in writing immediately.

14.07 **Carry-Over of Vacation Leave**

(a) Where in any vacation year all of the vacation leave credited to an employee has not been scheduled, upon request, the employee may carry-over into the following vacation year up to a maximum of two hundred sixty-two point five (262.5) hours credits. All vacation leave credits in excess of two hundred sixty-two point five (262.5) hours will be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the document appointing the employee to his substantive position on the last day of the vacation year.

(b) During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred twelve point five (112.5) hours may be paid in cash at the employee's daily rate of pay as calculated from the classification prescribed in the document appointing the employee to his substantive position on the last day of the previous vacation year.

(c) Where operational requirements prevent the employee from scheduling and using sufficient vacation leave to reduce the balance of unused vacation leave credits to less than two hundred sixty-two point five (262.5) hours, such excess shall be carried over into the next vacation year.

14.08 **Recall from Vacation Leave**

(a) Subject to operational requirements, the Employer will make every reasonable effort not to recall an employee to duty after he or she has proceeded on vacation leave;

(b) Where, during any period of vacation leave, an employee is recalled to duty, the

employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

- (i) in proceeding to the employee's place of duty, and
 - (ii) in returning to the place from which the employee was recalled if the employee 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;
- (c) Employees shall not be considered as being on vacation leave during any period in respect of which they are entitled under sub-clause 14.08(b) to be reimbursed for reasonable expenses incurred by them;
- (d) The expenses referred to in (b) shall include the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to presentation of such documentation as the Employer may require;
- (e) Expenses referred to in (b) and (d) above shall also include expenses related to all immediate family members who accompanied the Employee on such a vacation, where applicable.

14.09 Leave When Employment Terminates

When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to his or her credit by the daily rate of pay applicable to the authorized classification of the employee immediately prior to the termination of the employee's employment.

14.10 Notwithstanding clause 14.09, an employee whose employment is terminated by reason of a declaration that the employee has abandoned his or her position, is entitled to receive the payment referred to in clause 14.09, if it is requested within six (6) months following the date upon which employment was terminated.

14.11 Except in the case of termination for cause, where the employee requests, the Employer shall grant the employee's unused vacation leave credits prior to termination of employment.

14.12 Advance Payments

The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last day before the employee's vacation period commences. Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

14.13 **Cancellation of Vacation Leave**

When the Employer cancels or alters a period of vacation leave 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.

14.14 Where in respect of any period of vacation leave with pay, an employee:

- (a) is granted bereavement leave, or
- (b) is granted leave with pay because of illness in the immediate family, or
- (c) is granted sick leave, or
- (d) is granted court leave in accordance with clause 17.11,

the period of vacation leave with pay, 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.

14.15 **Appointment to a federal government department or agency**

Notwithstanding clause 14.09, an employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *Financial Administration Act*, may choose not to be paid for earned but unused vacation leave, provided that the appointing organization will accept such credits.

- 14.16 (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) The vacation leave credits provided in clauses 14.16 (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.

ARTICLE 15

SICK LEAVE WITH PAY

15.01 Credits

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 the employee receives pay for at least seventy-five hours.

15.02 Granting of Sick Leave

An employee shall be granted sick leave with pay when the employee is unable to perform his or her duties because of illness or injury provided that:

- (a) the employee satisfies the Employer of this condition in such a manner and at such a time as may be determined by the Employer, and
- (b) the employee has the necessary sick leave credits.

15.03 Unless the employee is otherwise informed by the Employer, a statement signed by the employee stating that because of the illness or injury the employee was unable to perform his or her duties shall, when delivered to the Employer, be considered as meeting the requirements of sub-clause 15.02(a).

15.04 An employee shall not be granted sick leave with pay during any period in which the employee is on leave of absence without pay, or under suspension.

15.05 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.

15.06 Advance of Credits

Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 15.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned and, in the event of termination of employment for other than death or lay-off, the recovery of the advance from any monies owed to the employee.

- 15.07 The Employer may for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.
- 15.08 If an employee becomes ill during a period of compensatory leave and such illness is supported by a medical certificate, the employee shall be granted sick leave with pay and compensatory leave credits shall be restored to the extent of any concurrent sick leave granted.
- 15.09 Sick leave credits earned but unused during a previous period of employment in the Public Service shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the Public Service within one year from the date of lay-off.
- 15.10 All employees recommended for release from employment pursuant to section 11 (2)(g) of the Financial Administration Act for incapacity by reason of ill-health shall not be released at a date earlier than the date at which the employee will have utilized the employee's accumulated sick leave credits.

ARTICLE 16

BEREAVEMENT LEAVE

- 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, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-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 five (5) 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 or spouse's son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (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 Maternity Leave without Pay

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

maximum of eighteen (18) weeks.

- (c) The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
- (d) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (e) An employee who has not commenced maternity leave without pay may elect to:
 - (i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
 - (ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 15, Sick Leave With Pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 15, Sick Leave With Pay, shall include medical disability related to pregnancy.
- (f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
- (g) Leave granted under this clause shall be counted 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 be counted for pay administration purposes.

17.02 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 paragraph (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 Québec Parental Insurance Plan in respect of insurable employment with the Employer,
and

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

(A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

(B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;

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

(allowance received) X (remaining period to be worked following 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 by OSFI within a period of thirty (30) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,
 - (ii) for each week that the employee receives a maternity benefit under the Employment Insurance or Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 17.02(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 Québec Parental Insurance maternity benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.
- (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time

earnings by the straight time earnings the employee would have earned working full-time during such period.

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

17.03 **Special Maternity Allowance for Totally Disabled Employees**

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 17.02(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 or Québec Parental Insurance Plan maternity benefits,
and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.02(a), other than those specified in sections (A) and (B) of subparagraph 17.02(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 17.02 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 Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance maternity benefits for the reasons described in subparagraph (a)(i).

Transitional Provisions

If, on the date of signature of this Agreement, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

17.04 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 a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two week (52) period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding 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 up to a maximum of one hundred and four (104) weeks after the day on which the child comes into the employee's care.

- (iii) At the request of the employee and at the discretion of the employer, the leave referred to in paragraphs (a) and (b) above may be taken in two periods.
- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) 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.
- (f) Parental leave without pay taken by an OSFI couple shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (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 administration purposes.

17.05 **Parental Allowance**

- (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
 - (iii) has signed an agreement with the Employer stating that:

- (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 17.02(a)(iii)(B), if applicable;
- (C) should he or she fail to return to work in accordance with section (A), 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 the full amount of the parental allowance he or she has received. 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
following his/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 by OSFI within a period of thirty (30) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

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

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he/she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period.
 - (iii) where an employee becomes entitled to an extension of parental benefits pursuant to the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under the *EI Act*.
- (d) At the employee's request, the payment referred to in subparagraph 17.05(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI or QPIP parental benefits.
 - (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act or the Parental Insurance Act* in Quebec.
 - (f) The weekly rate of pay referred to in paragraph (c) shall be:
 - (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
- (k) The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks.

17.06 **Special Parental Allowance for Totally Disabled Employees**

- (a) An employee who:
 - (i) fails to satisfy the eligibility requirement specified in subparagraph 17.05(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 or Québec Parental Insurance Plan benefits, and
 - (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.05(a), other than those specified in sections (A) and (B) of subparagraph 17.05(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 17.05 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 Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

Transitional Provisions

If, on the date of signature of this Agreement, any employee is currently on parental leave without pay or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

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.
- (b) Subject to 17.07(a), 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) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.
- (d) All leave granted under Leave Without Pay for the Long-Term Care of a Parent or under Leave Without Pay for the Care and Nurturing of Pre-School Age Children under

the terms of previous collective agreements will not count towards the calculation of the maximum amount of time allowed for Care of Immediate Family during an employee's total period of employment in the Public Service.

17.08 Leave Without Pay for Personal Needs

Leave without pay will be granted for personal needs, in the following manner:

- (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.

Leave granted under this clause shall be counted for the calculation of continuous employment for the purpose of calculating severance pay entitlements and service for the purpose of calculating vacation leave entitlements. Time spent on such leave shall be counted for performance pay purposes.

- (b) Subject to operational requirements, leave without pay for 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 only once under each of (a) and (b) of this clause during the employee's total period of employment in the Public Service. 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) Leave without pay granted under (b) of this clause shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and service for the purpose of calculating vacation leave for the employee involved.

17.09 Leave Without Pay for Relocation of Spouse

- (a) At the request of an employee, leave without pay for a period up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to three (3) years to an employee whose spouse is temporarily relocated. Employees on leave without pay for relocation of spouse or whose request for such leave was approved prior to the signing of this collective agreement, will have access to the five (5) year provision.
- (b) Leave without pay granted under this clause shall be deducted from the calculation of continuous employment for the purpose of calculating severance pay and service for the

purpose of calculating vacation leave for the employee involved except where the period of such leave is less than three (3) months.

17.10 Leave With Pay for Family-Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including foster children and children of legal or common-law spouse), parents (including stepparents or foster parents), or any relative residing in the employee's household or with whom the employee permanently resides.
- (b) 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 family 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.
 - (iii) 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.
- (c) The total leave with pay which may be granted under sub-clauses (b)(i),(ii)and (iii) shall not exceed thirty seven decimal five (37.5) hours in a fiscal year.

17.11 Court Leave

Leave with pay shall be given to an employee who is required:

- (a) to be available for jury selection and/or to serve on a jury; or
- (b) 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 the employee's 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.

17.12 Injury-on-duty Leave With Pay

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Government Employees Compensation Act, and a Worker's Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury received in the performance of the employee's duties and not caused by the employee's wilful misconduct,
- (b) an industrial illness or a disease arising out of and in the course of his or her employment,
- (c) exposure to hazardous conditions in the course of his employment;

If the employee agrees to remit to the Receiver General of Canada any amount received by him in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing however that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

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 *Public Service 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.

17.14 Examination Leave

One (1) day of leave with pay for the purpose of preparing for or taking an examination or defending a dissertation, may be granted by the Employer to an employee who is not on education 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 qualifications.

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 withheld;
- (b) leave with or without pay for purposes other than those specified in this Agreement.

17.16 Leave with Pay for Medical Appointment for pregnant employees

- (a) Up to one half (1/2) day of reasonable time off with pay shall be granted to pregnant employees for the purposes of attending routine medical appointments.
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to pregnancy, absences shall be charged to sick leave. The Employer may require certification from the treating practitioner.

17.17 Volunteer 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, a single period of up to seven decimal five (7.5) hours of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

17.18 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, a single period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

ARTICLE 18

CAREER DEVELOPMENT

18.01 General

The parties recognize that in order to maintain and enhance professional expertise, employees, from time to time, need to have an opportunity to attend or participate in career development activities described in this Article.

18.02 Education Leave

- (a) An employee may be granted education leave without pay 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 the employee to fill present work requirements or 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) An employee on Education Leave without pay under this clause shall receive an allowance in lieu of salary equivalent from fifty per cent (50%) to one hundred per cent (100%) of basic salary. The percentage of the allowance is at the discretion of the Employer. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.
- (c) Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

- (d) 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, other than for reasonable cause,
 - (ii) does not resume employment with the Employer on completion of the course,
or
 - (iii) ceases to be employed, except by reason of death or lay-off, before termination of the period he has undertaken to serve after completion of the course,
- the employee shall repay the Employer all allowances paid under this clause during the education leave or such lesser sum as shall be determined by the Employer.

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 grant leave with pay and reasonable expenses including registration fees to attend such gatherings, subject to budgetary and operational constraints.
- (d) An employee who attends a conference or convention at the request of 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, such as to present a formal address or to give a course related to his field of employment, may be granted leave with pay for this purpose and 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).

18.04 Professional Development

- (a) The parties to this Agreement share a desire to improve professional standards by giving the employees the opportunity on occasion:
 - (i) to participate in workshops, short courses or similar out-service programs to keep up to date with knowledge and skills in their respective fields,
 - (ii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,
 - (iii) to carry out research in the employee's field of specialization not specifically related to their assigned work projects when in the opinion of the Employer such research is needed to enable the employees to fill their present role more adequately.
- (b) Subject to the Employer's approval an employee shall receive leave with pay in order to participate in the activities described in 18.04(a).
- (c) 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.
- (d) 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.
- (e) Employees selected for professional development under this clause shall continue to receive their normal compensation, including any increase for which they may become eligible. Employees shall not be entitled to any compensation under Articles 8 (Overtime) and 12 (Travelling Time) while on professional development under this clause.
- (f) 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.

18.05 **Selection Criteria**

- (a) The Employer shall establish Selection Criteria for granting leave under clauses 18.02, 18.03 and 18.04. Upon request, a copy of these criteria will be provided to an employee and/or the Institute Representative.
- (b) The parties to this Agreement acknowledge the mutual benefits to be derived from consultation on Career Development. To this effect, the Employer, upon request, will consult with the Institute as prescribed in Article 30, Joint Consultation.

ARTICLE 19

SEVERANCE PAY

19.01 Under the following circumstances and subject to clause 19.02, an employee shall receive severance benefits calculated on the basis of his weekly rate of pay:

(a) **Lay-Off**

- (i) On the first lay-off after September 18, 1980, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year of continuous employment and, in the case of partial years of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365.
- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of partial years of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which he was granted severance pay under 19.01(a)(i) above.

(b) **Resignation**

On resignation, subject to clause 19.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

(c) **Retirement**

On retirement, when an employee is entitled to an immediate annuity under the *Public Service Superannuation Act* or is entitled to an immediate annual allowance under the *Public Service Superannuation Act*, 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 365, to a maximum benefit of thirty (30) weeks' pay.

(d) **Death**

When an employee dies, there shall be paid to his estate an amount determined in accordance with clause 19.01(c) regardless of any other benefit payable.

(e) **Termination for cause for Reasons of Incapacity or Incompetence**

(i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity, pursuant to section 11(2)(g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment and, in the case of partial years of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, with a maximum benefit of twenty-eight (28) weeks

(ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, pursuant to the provisions of section 11(2) (g) of the *Financial Administration Act*, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

19.02 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 severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clause 19.01 be pyramided.

19.03 The weekly rate of pay referred to in this Article shall be the weekly rate of pay to which the employee is entitled for the classification prescribed in the employee's document of appointment on the date of the termination of the employee's employment.

19.04 Notwithstanding clause 19.01(b), an employee who resigns to accept an appointment with an organization listed in Schedule I, IV or V of the *Financial Administration Act*, may choose not to be paid severance pay provided that the appointing organization will accept the employee's service with the Office of the Superintendent of Financial Institution for any severance pay entitlement liability.

ARTICLE 20

STATEMENT OF DUTIES

20.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and the point rating allotted for each factor of his position, and an organization chart depicting the position's place in the organization.

ARTICLE 21

SAFETY AND HEALTH

21.01 The Employer shall continue to enforce 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 or occupational illness.

21.02 If an employee who is required to perform duties off-site is prevented from performing his duties because of a risk to his health and safety at the off-site location, the employee shall report the matter to the Employer and the employee affected shall not be denied regular pay and benefits to which he or she would normally be entitled.

ARTICLE 22

RECOGNITION

22.01 The Employer recognizes the Institute as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Staff Relations Board on the 7th of June, 1999

covering employees of the Professional Employees Group.

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 *Public Service Labour Relations Act*.

ARTICLE 23

CHECK OFF

23.01 Subject to the provisions of this Article, the Employer will, as condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit.

23.02 The Institute shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee defined in clause 23.01.

23.03 For the purpose of applying clause 23.01, deductions from pay for each employee in respect of each month will start with the first full month of employment to the extent that earnings are available.

23.04 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 whose doctrine prevents the employee 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 registered pursuant to the *Income Tax Act*, other than the religious organization named in the affidavit, equal to dues, shall not be subject to this Article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. A copy of the affidavit will be provided to the Institute.

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

23.06 The amounts deducted in accordance with clause 23.01 shall be remitted to the Institute by cheque within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

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

- 23.08 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, in which case the liability shall be limited to the amount of the error.
- 23.09 When it is mutually acknowledged that an error has been committed in the application of this article, the Employer shall endeavour to correct such error within the two (2) weeks following the acknowledgement of the error.

ARTICLE 24

USE OF EMPLOYER FACILITIES

- 24.01 A duly accredited representative of the Institute may be permitted access to the Employer's premises on stated Institute business and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer. Such permission shall not be unreasonably withheld.
- 24.02 Reasonable space on bulletin boards located in convenient locations, and electronic media (intranet and electronic mail) where available, will be made available to the Institute for the posting of official Institute notices:
- (a) notices of meetings of the Institute,
 - (b) notices of elections,
 - (c) the names of Institute representatives,
 - (d) minutes of Institute and Group Annual and Executive Meetings,
 - (e) notices of social and recreational events, and any other union information which is not contrary the Employer's interests. Posting of such other information shall require the prior approval of the employer.
- 24.03 The Employer shall continue its present practice of making available to the Institute, specific locations on its premises for the placement of reasonable quantities of literature of the Institute.

ARTICLE 25

INFORMATION

- 25.01 The Employer agrees to provide the Institute, on a quarterly basis, with a list of all employees in the bargaining unit. The list referred to herein shall include the name, employing department, geographical location and classification of the employee and shall be provided within one month

following the termination of each quarter. As soon as practicable, the Employer agrees to add to the above list the date of appointment for new employees.

- 25.02 The Employer agrees to supply each employee with a copy of the Agreement and to supply each new employee a membership application form and the name of local stewards.
- 25.03 The employer agrees to provide the local steward or executive member with the names of new employees on a monthly basis.
- 25.04 Upon written request of an employee, the Employer shall, where possible, make available by electronic media, all internal policies and those listed in Clause 30.01 which have a direct bearing on the requesting employee's terms and conditions of employment.
- 25.05 The Employer agrees to distribute to each new member of the bargaining unit an information package prepared and supplied by the Institute. Such information package shall require the prior approval of the Employer. The Employer shall have the right to refuse to distribute any information that it considers adverse to its interests or to the interests of any of its representatives.

ARTICLE 26

STEWARDS

- 26.01 The Employer acknowledges the exclusive right of the Institute to appoint stewards.
- 26.02 The Employer and the Institute shall determine the area of jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the work place and the administrative structure.
- 26.03 The Institute shall notify the Employer promptly and in writing of the names of its stewards appointed pursuant to 26.02 and of any subsequent changes.
- 26.04 **Leave for Stewards**

Operational requirements permitting, the Employer shall grant leave with pay to an employee to enable him to carry out his functions as a Steward on the Employer's premises. When the discharge of these functions requires an employee who is a Steward to leave his normal place of work, the

employee shall endeavour to so notify his supervisor.

ARTICLE 27

LEAVE FOR LABOUR RELATIONS MATTERS

27.01 Public Service Labour Relations Board Hearings

(1) **Complaints made to the Public Service Labour Relations Board pursuant to Section 190(1) of the *Public Service Labour Relations Act***

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

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

(2) **Applications for Certification**

Representations and Interventions with respect to Applications for Certification.
Where operational requirements permit, the Employer will grant leave without pay:

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

(3) **Employee called as a Witness**

The Employer will grant leave with pay:

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

27.02 **Arbitration Board, Dispute Resolution Processes, Public Interest Commission Board Hearings**

- (1) Where operational requirements permit, the Employer will grant leave with pay to an employee representing the Institute in an Alternate Dispute Resolution Process, or before an Arbitration Board or Public Interest Commission Board.

- (2) **Employee called as a Witness**

The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Public Interest Commission Board or to participate in an Alternate Dispute Resolution Process, and where operational requirements permit, leave with pay to an employee called as a witness by the Institute.

27.03 **Adjudication**

- (1) **Employee who is a Party**

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

- (2) **Employee who Acts as Representative**

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

- (3) **Employee called as a Witness**

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

27.04 **Meetings during the grievance process**

- (1) **Employee Presenting Grievance**

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

- (a) where the Employer originates a meeting with the employee who has presented the grievance, leave with pay when the meeting is held in the headquarters area of such employee and on duty status when the meeting is held outside the headquarters area of such employee; and

- (b) where an employee who has presented a grievance seeks to meet with the Employer, leave with pay to the employee when the meeting is held in the headquarters area of such employee and leave without pay when the meeting is held outside the headquarters area of such employee.

(2) **Employee who Acts as A Representative**

An employee who acts as the representative of an employee who has presented a grievance, where operational requirements permit, will be granted leave with pay when the meeting is held in the representative's headquarters area and leave without pay when the meeting is held outside his headquarters area.

(3) **Grievance Investigations**

Where an employee has asked or is obliged to be represented by the Institute in relation to the presentation of a grievance and an employee acting on behalf of the Institute wishes to discuss the grievance with that employee, the employee and the representative of the employee will, where operational requirements permit, be given reasonable leave 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.

27.05 Contract negotiations meetings

Where operational requirements permit, the Employer will grant leave without pay to an employee for the purpose of attending contract negotiations meetings on behalf of the Institute.

27.06 Preparatory contract negotiations meetings

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend preparatory contract negotiations meetings.

27.07 Meetings between the Institute and Management

Where operational requirements permit, the Employer will grant leave with pay to an employee who is meeting with management on behalf of the Institute.

27.08 Institute meetings and conventions

Where operational requirements permit, the Employer will grant leave without pay to an employee to attend meetings and conventions provided in the Constitution and By-laws of the Institute.

27.09 **Steward training courses**

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

Where operational requirements permit, the Employer will grant leave with pay to employees appointed as stewards by the Institute, to attend training sessions concerning Employer/employee relations sponsored by the Employer.

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.

ARTICLE 29

GRIEVANCE PROCEDURE

29.01 The parties recognize the value of informal discussion between employees and their supervisors to the end that problems might be resolved without recourse to a formal grievance. When, within the time limits prescribed in clause 29.08, employees give notice that they wish to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

29.02 An employee who wishes to present a grievance at any prescribed level in the grievance procedure shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

- (a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level, and
- (b) provide the employee with a receipt stating the date on which the grievance was received by him or her.

- 29.03 A 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.
- 29.04 Subject to and as provided in the *Public Service 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.
- 29.05 There shall be no more than a maximum of three (3) levels in the grievance procedure. These levels shall be as follows:
- (a) Level 1 - first level of management;
 - (b) Level 2 - as established by the Employer;
 - (c) Final Level - Superintendent or the Superintendent's representative.
- 29.06
- (a) The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.
 - (b) This information shall be communicated via intranet by the Employer to employees to whom this grievance procedure applies, or otherwise, as determined by Agreement between the Employer and the Institute.
- 29.07 If employees so desire they may be assisted and/or represented by the Institute when presenting a grievance at any level. The Institute shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.
- 29.08 An employee may present a grievance to the first level of the procedure in the manner prescribed in clause 29.02, not later than the twenty-fifth (25th) day after the date on which the employee is notified orally or in writing or on which he or she first becomes aware of the action or circumstances

giving rise to grievance.

- 29.09 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level either:
- (a) where the decision or settlement is not satisfactory to the employee within ten (10) days after that decision or settlement has been conveyed in writing to the employee by the Employer, or
 - (b) where the Employer has not conveyed a decision to the employee within the time prescribed in clause 29.10, within fifteen (15) days after the employee presented the grievance at the previous level.
- 29.10 The Employer shall normally reply to an employee's grievance at any level, except the Final Level, of the grievance procedure within ten (10) days after the grievance is presented. The Final level shall normally provide a reply within twenty (20) days after the grievance has been presented to that level.
- 29.11 Where an employee has been represented by the Institute in the presentation of the employee's grievance, the Employer will provide the appropriate representative of the Institute with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.
- 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 *Public Service Labour Relations Act*.
- 29.13 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated holidays shall be excluded.
- 29.14 Where the provisions of clause 29.02 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

- 29.15 The time limits stipulated in this procedure may be extended by mutual Agreement between the Employer and the employee and, where appropriate, the Institute representative, except as provided in clause 29.17.
- 29.16 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of grievance procedure, any or all the levels except the Final Level may be eliminated by Agreement of the Employer and the employee, and, where applicable, the Institute.
- 29.17 Where the Employer discharges an employee, the grievance procedure set forth in this Agreement shall apply except that:
- (a) the grievance may be presented at the Final Level only, and
 - (b) the twenty (20)-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 and the appropriate Steward of the Institute.
- 29.18 An employee may by written notice to the employee's immediate supervisor or officer-in-charge abandon a grievance.
- 29.19 Any employee who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the employee's control, the employee was unable to comply with the prescribed time limits.
- 29.20 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this Agreement.
- 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 *Public Service Labour Relations Act* and Regulations.

29.22 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Institute signifies in prescribed manner:

- (a) its approval of the reference of the grievance to adjudication, and
- (b) its willingness to represent the employee in the adjudication proceedings.

ARTICLE 30

OSFI POLICIES

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 only through the collective bargaining process.

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, human resources initiatives, performance pay 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 Employer shall consult with representatives of the Institute at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.

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 travel time where applicable.

31.06 Joint Consultation Committees are prohibited from agreeing to items which would alter any provision of this Agreement.

31.07

ARTICLE 32

STANDARDS OF DISCIPLINE

32.01 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.

32.02 Where an employee is required to attend a meeting on disciplinary matters, the employee is entitled to have, at his or her request, a representative of the Institute attend the meeting. Where practicable, the employee shall receive, in writing, notice of such meeting as well as its purpose and, where practicable, a minimum of two (2) full business days shall elapse between the date the notice is given and the date the meeting is held.

32.03 The Employer agrees not to introduce as evidence in a hearing related to disciplinary action any document or written statement concerning the conduct of an employee unless that employee has been provided with a copy of that document or statement within a reasonable period before that hearing.

32.04 When a report pertaining to an employee's performance or conduct 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 and to acknowledge that a copy has been received by the employee.

- 32.05 Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

ARTICLE 33

LABOUR DISPUTES

- 33.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive the regular pay and benefits to which they would normally be entitled.

ARTICLE 34

PART-TIME EMPLOYEES

34.01 **Definition**

Part-time employee means a person whose normal scheduled hours of work on average are less than thirty-seven and one-half (37 1/2) hours per week.

34.02 **General**

Part-time employees shall be entitled to the benefits provided under this Agreement in the same proportion as their normal scheduled weekly hours of work compare with the normal weekly hours of work of full-time employees unless otherwise specified.

- 34.03 Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week.
- 34.04 The days of rest provisions of this Agreement apply only in a week when a part-time employee has worked five (5) days and a minimum of thirty-seven and one-half (37 1/2) hours in a week at the hourly rate of pay.
- 34.05 Part-time employees shall be paid at the hourly rate of pay for all work performed up to seven

and one-half (7 1/2) hours in a day or thirty-seven and one-half (37 1/2) hours in a week unless the employee is working other daily or weekly hours of work as prescribed pursuant to Article 7 (Hours of Work).

34.06 Leave will only be provided:

- (i) during those periods in which employees are scheduled to perform their duties; or
- (ii) where it may displace other leave as prescribed by this Agreement.

34.07 **Designated Holidays**

A part-time employee shall not be paid for the designated holidays but shall, instead be paid a premium of four and one-quarter (4.25%) per cent for all straight-time hours during the period of part-time employment.

34.08 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 11.01 of this Agreement, the employee shall be paid time and one-half (1 1/2) the hourly rate of pay for the first seven and one-half (7 1/2) hours worked on the holiday and double time thereafter.

34.09 **Overtime**

Overtime means authorized work performed in excess of seven and one-half (7 1/2) hours a day or thirty-seven and one-half (37 1/2) hours a week but does not include time worked on a holiday.

34.10 A part-time employee who is required to work overtime shall be paid at time and one-half (1 1/2) for all overtime hours worked.

34.11 **Vacation Leave**

A part-time employee shall earn leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of employment established in clause 14.02, prorated and calculated as follows:

- a) when the entitlement is twelve decimal five (12.5) hours a month, multiply 12.5 hours by the number of hours in the employee's scheduled workweek divided by the normal hours of work per week (37.5);

- b) when the entitlement is thirteen decimal seven five (13.75) hours a month, multiply 13.75 hours by the number of hours in the employee's scheduled workweek divided by the normal hours of work per week (37.5);
- c) when the entitlement is fourteen decimal four (14.4) hours a month, multiply 14.4 hours by the number of hours in the employee's scheduled workweek divided by the normal hours of work per week (37.5);
- d) when the entitlement is fifteen decimal six two five (15.625) hours a month, multiply 15.625 hours by the number of hours in the employee's scheduled workweek divided by the normal hours of work per week (37.5);
- e) when the entitlement is sixteen decimal eight seven five (16.875) hours a month, multiply 16.875 hours by the number of hours in the employee's scheduled workweek divided by the normal hours of work per week (37.5);
- f) when the entitlement is eighteen decimal seven five (18.75) hours a month, multiply 18.75 hours by the number of hours in the employee's scheduled workweek divided by the normal hours of work per week (37.5);

34.12 **Sick Leave**

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

34.13 **Vacation and Sick Leave Administration**

- (a) for the purposes of administration of clauses 34.11 and 34.12, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average calculated on a monthly basis.
- (b) 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.

34.14 **Severance Pay**

Notwithstanding the provisions of Article 19 (Severance Pay), where the period of continuous

employment in respect of which severance benefit is to be paid consists of both full and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in completed years, shall be multiplied by the full-time weekly pay rate for the classification prescribed in the employee's certificate of appointment of the employee's substantive position on the date of the termination of the employee's employment.

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 feedback and support mechanisms 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 once per year for the employee's examination in the presence of an authorized representative of the Employer.
- 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.

ARTICLE 36

EMPLOYMENT REFERENCES

- 36.01 Upon the request of an employee, the Employer shall provide references to the prospective Employer of that employee, indicating the length of service, the principal duties and responsibilities, and the manner of performance of these duties.

ARTICLE 37

PUBLICATIONS AND AUTHORSHIP

- 37.01 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.
- 37.02 The Employer agrees that original articles, professional and technical papers prepared by employees, within the scope of their employment, will be retained on appropriate departmental files for the normal life of such files. The Employer will not unreasonably withhold permission for the publication of original articles professional and technical papers in professional media. At the Employer's discretion, recognition of authorship will be given where practicable in departmental publications.
- 37.03 When employees act as a sole or joint author or editor of an original publication their authorship or

editorship shall normally be shown on the title page of such publication.

37.04 The Employer may suggest revisions to material and may withhold approval to publish an employee's publication.

(a) When approval for publication is withheld, the author shall be so informed.

(b) Where the Employer wishes to make changes in material submitted for publication with which the author does not agree, the employee shall not be credited publicly if he or she so requests

ARTICLE 38

TECHNOLOGICAL CHANGE

38.01 The parties have agreed that in cases where, as a result of technological 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.

38.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological 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 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 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 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 39

REGISTRATION FEES

39.01 The Employer shall reimburse an employee for the employee's payment of membership or registration fees to organizations or governing bodies when the payment of such fees is a requirement for the continuation of the performance of the duties of his or her position, or for professional development or certification purposes.

ARTICLE 40

JOB SECURITY

40.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the work force will

be accomplished through attrition.

ARTICLE 41

SEXUAL AND PERSONAL HARASSMENT

- 41.01 The Institute and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment and agree that harassment will not be tolerated in the work place. For the purposes of this clause, harassment includes abuse of authority.
- 41.02 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 41.02(a) a level in the grievance procedure is waived, no other level shall be waived except by mutual Agreement.
- 41.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with this article. The selection of the mediator shall be by mutual agreement.
- 41.04 Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided by the employer subject to *the Access to Information and Privacy Act*.

ARTICLE 42

NO DISCRIMINATION

- 42.01 There shall be no discrimination, interference, restriction, coercion, harassment (including abuse of authority), intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, marital status, mental or physical disability or membership or activity in the union or a conviction for which a pardon has been granted.
- 42.02 (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 42.02 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

- 42.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with this article. The selection of the mediator shall be by mutual agreement.
- 42.04 Upon request by the complainant(s) and/or respondent(s) an official copy of the investigation report shall be provided by the employer subject to the *Access to Information and Privacy Act*.

ARTICLE 43

PAY ADMINISTRATION

- 43.01 Except as provided in this Article, the Public Service Terms and Conditions of Employment Regulations, and the Regulations Respecting Pay on Reclassification and Conversion as these Regulations exist on the date of the signing of this Agreement governing the application of pay to employees are not affected by this Agreement.
- 43.02 An employee is entitled to be paid for services rendered at:
- (a) the pay specified in Appendix A for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's document of appointment, or
 - (b) the pay specified in Appendix A for the classification prescribed in the employee's document of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.
- 43.03 (a) The rates of pay set forth in Appendix A shall become effective on the dates specified therein.
- (b) Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this Agreement, the following shall apply:
- (i) "retroactive period" for the purpose of sub-paragraphs (ii) to (iv) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefore;
 - (ii) a retroactive upward revision in rates of pay shall apply to employees, including initial appointments, former employees or in the case of death, the estates of former employees who were employees in the bargaining unit during the retroactive period;

- (iii) for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, such that the recalculated rate of pay equals the sum of the rate of pay the employee was previously receiving, plus any retroactive upward revision to that previous rate of pay, plus the same percentage increase, if any, in the rate of pay that the employee received at the time of promotion, demotion, deployment, transfer, or acting situation;
- (iv) no payment nor notification shall be made pursuant to paragraph 43.03(b) for one dollar (\$1.00) or less.

43.04 When an employee is required by the Employer to perform the duties of a higher classification level on an acting basis for a period of at least five (5) consecutive working days, the employee shall be paid acting pay calculated from the date on which the employee commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts. 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.

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:

In-range increases:	
Needs improvement	0%
Inconsistently meets expectations	1.5%
Consistently meets expectations	3.0%
Often exceeds expectations	3.0%
Consistently exceeds expectations	3.0%

(b) **Cash bonus**

Implementation of performance pay shall be subject to the Memoranda of Understanding

between the parties attached as Appendix E.

43.06 **Salary administration for student actuaries performing duties of a significant actuarial nature:**

- (a) Student actuaries performing duties of a significant actuarial nature will be paid according to a formula that recognizes the experience and education that they have acquired.
 - (b) New hire actuarial students could start at the minimum of an RE-03 and progress to the maximum of an RE-05.
 - (c) In addition to merit pay, a further increase of 1.25% **to the maximum of the salary range** for each hour of examination passed will be awarded retroactively to the date of the examination; if the employee reaches 100% of the job rate, the employee will receive the percentage increase in cash..
 - (d) Progression through the pay scales will continue unhindered until the incumbent has reached the maximum of the RE-03 pay scale then advancement into level four (4) is dependent on the incumbent obtaining three (3) examinations. An employee will be considered for progression to RE-05 if he has acquired sufficient experience or if he has newly obtained the ASA, ACAS, or ERM designation under the current requirements (2007).
- 43.07 When an employee is promoted from the RE-05 to the RE-06 or from the RE-06 to the RE-07 level in order to occupy a position that has been designated as an “Expert” position, the present promotion rules shall not apply, and the employee shall receive a salary increase representing 10% of the maximum salary of the new level.
- 43.08 A part-time employee shall be eligible to receive a performance pay adjustment prorated to the percentage of time worked.
- 43.09 Where two (2) or more pay adjustments are to be effected on the same date, the economic or scale adjustments shall be applied first.
- 43.10 Only rates of 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 44

MATERNITY-RELATED REASSIGNMENT OR LEAVE

- 44.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the fetus or child. On being informed of the cessation of current job functions, the Employer, with the written consent of the employee, shall notify the appropriate safety and health work place committee or the safety and health representative.
- 44.02 An employee's request under clause 44.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.
- 44.03 An employee who has made a request under clause 44.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:
- (a) modifies her job functions or reassigns her, or
 - (b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.
- 44.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.
- 44.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.
- 44.06 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical

certificate.

ARTICLE 45

RELIGIOUS OBLIGATIONS

- 45.01 (a) The employer shall make every reasonable effort to accommodate employees who request time off to fulfill their religious obligations.
- (b) Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave or leave without pay for other reasons in order to fulfill their religious obligations.
- (c) Notwithstanding clause b) above, at the request of employees and at the discretion of the Employer, time off with pay may be granted to employees in order to fulfill their religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.
- (d) Employees who intend to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

ARTICLE 46

AGREEMENT RE-OPENER

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

ARTICLE 47

DURATION OF AGREEMENT

- 47.01 This Agreement shall be in effect from April 1, 2008 until March 31, 2011.

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

SIGNED at Ottawa, this 11th day of the month of June 2009

**THE OFFICE OF THE
SUPERINTENDENT OF FINANCIAL
INSTITUTIONS**

Gary Walker

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

Gary Corbett, Acting President

Michelle Laframboise

Brian Kogan

Angie Cordick

Arek Rydel

Jock Climie, Negotiator

Joyce Chung

Carole Gagnon

David Calvert , Negotiator

APPENDIX A

RATES OF PAY

- A: Effective April 1, 2008, an economic increase of 1.5%**
- B: Effective April 1, 2009, an economic increase of 1.5%**
- C: Effective April 1, 2010, an economic increase of 1.5%**

<u>Level</u>	<u>Minimum</u> (Approximately 80% of Job Rate)	<u>Maximum</u> (100% of Job Rate)
RE-03		
FROM:	48,000	60,200
A:	48,800	61,200
B:	49,600	62,200
C:	50,400	63,200
RE-04		
FROM:	56,700	73,300
A:	57,600	74,400
B:	58,500	75,500
C:	59,400	76,800
RE-05		
FROM:	71,500	91,000
A:	72,600	92,400
B:	73,700	93,800
C:	74,900	95,300
RE-06		
FROM:	84,900	108,100
A:	86,200	109,800
B:	87,500	111,500
C:	88,900	113,200

RE-07

FROM:	97,700	122,100
A:	99,200	124,000
B:	100,700	125,900
C:	102,300	127,800

Expiry date: March 31, 2011

**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 clarification of the meaning of Article 39 of the Collective Agreement between OSFI and the Professional Institute of the Public Service of Canada.

Interpretation

In the application of Article 39 – Registration Fees – of the Collective Agreement both parties agree that the following will define, in practical terms, the meaning of this article:

“employees of OSFI will be reimbursed the cost of fees paid for up to two professional associations where such fees are required in order to maintain a professional designation that is recognized by OSFI (see attached list) and that is required by the employee to carry out the duties of his position.”

“Such reimbursement will not exceed \$1750 annually and will be reimbursed to the employee upon proof of payment. Only annual fees will be reimbursed.”

This interpretation will take effect on signing of the Collective Agreement.

For the Employer

For the Bargaining Agent

Michelle Laframboise

David Calvert

Angie Cordick

Brian Kogan

Professional Associations approved by OSFI

Association for Investment Management Research
Barreau du Québec
CA – Québec, Ontario and British Columbia
CGA – Québec, Ontario and British Columbia
CMA – Québec and Ontario
Canadian Institute of Actuaries
Law Society of Upper Canada and New Brunswick
Society of Actuaries (Chicago)
Canadian Public Personnel Management Association
Casualty Actuarial Society
Institute of Actuaries (UK)
Faculty of Actuaries (Scotland)
American Academy of Actuaries
Institute of Chartered Accountants, England and Wales, and Scotland
Chartered Institute of Bankers
Information Systems Audit and Control Association
Association of Certified Fraud Examiners

Other organizations that may be added from time to time

**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 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 with respect to the following:

Study Time for Actuarial Students
Leave with Income Averaging
Telework
Deferred Salary Leave Plan

For the Employer

For the Bargaining Agent

Michelle Laframboise

David Calvert

Angie Cordick

Brian Kogan

**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 OSFI employees with the option of electing to replace the Remembrance Day designated paid holiday, with a paid holiday on January 2 of the next calendar year, or such other day as requested by the employee and approved by the Employer.

Definitions

Remembrance Day designated paid holiday – November 11 or the next regularly scheduled working day.

January 2 – January 2 or the next regularly scheduled working day.

Procedure

Employees wishing to work on the Remembrance Day designated paid holiday are required to advise their supervisor in writing at least 10 working days prior to the Remembrance Day designated paid holiday.

Subject to operational requirements, the Employer shall make every reasonable effort to grant the employee's request.

For the Employer

For the Bargaining Agent

Michelle Laframboise

David Calvert

Angie Cordick

Brian Kogan

**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 for the performance pay cycle of 2008/2009 to 2010/2011.

Agreement

1. The parties agree to the five performance rating categories:

- A) Needs Improvement
- B) Inconsistently Meets Expectations
- C) Consistently Meets Expectations
- D) Often Exceeds Expectations
- E) Consistently Exceeds Expectations

2. Both Parties agree that in-range increases in recognition of the 2008-2009, 2009-2010, 2010-2011 performance years will be awarded to employees below the 100% job rate and whose performance is rated at least “Inconsistently Meets Expectations.” These percentages will be as follows:

In-range increases:

Needs Improvement	0%
Inconsistently Meets Expectations	1.5 %
Consistently Meets Expectations	3%
Often Exceeds Expectations	3%
Consistently Exceeds Expectations	3%

3. The following grid outlines the percentages that will be allocated in cash bonuses for the 2008-2009, 2009-2010, 2010-2011 performance pay cycles:

	If salary not at maximum	If salary at maximum
RATING	CASH BONUS	CASH BONUS
Needs Improvement	0%	0%
Inconsistently Meets Expectations	0%	0%
Consistently Meets Expectations	1-4%	3-6%
Often Exceeds Expectations	5-9%	7-11%
Consistently Exceeds Expectations	10-14%	12-16%

4. It is agreed that these payments do not include any economic adjustment that may be negotiated between the parties at a later date.
5. The parties agree that this Memorandum of Agreement, which relates to the performance pay cycle, will form part of the collective agreement.

SIGNED AT OTTAWA, this _____ day of the Month of November 2008.

Office of the Superintendent of
Financial Institutions

The Professional Institute of the Public
Service of Canada

OSFI Negotiator

PIPSC Negotiator

OSFI Management Representative

OSFI-PEG Representative

OSFI Management Representative

OSFI-PEG Representative