

# EMPLOYER PROPOSED AMENDMENTS

FOR THE RENEWAL OF THE COLLECTIVE AGREEMENT  
WHICH EXPIRED ON DECEMBER 31, 2016

BETWEEN

BANK OF CANADA

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA

September 12, 2017

The following proposals are submitted, without prejudice, to amend and renew the collective agreement.

The Bank of Canada reserves the right to present other proposals and counter proposals as negotiations progress.

Note: Existing contract language is included in **bold** for ease of reference or is ~~struck out~~ to indicate proposed deletion.

## Article 1 Purpose of the Agreement

### Add Article 1.04

It is understood that the Employer has unique operational requirements arising from its security needs and that the exercise of the Employer's rights must take account of the critical need to maintain the security of the Bank's operations and its employees.

## Article 2.01 Interpretation and Definitions

### Article 2.01

~~(e) "back-up employee" is an employee hired for a specified period of time on an on-call basis~~

~~(v) "short term employee" (to be referenced in this document as back-up employee) is an employee hired for a specified period of time on an on-call all basis~~

**"post" is a position occupied by an employee in the bargaining unit (Control Room, Surveillance Officer, B1\Loading Dock\Center Building (including Museum), East\West Tower and Ottawa Support Centre and such other position as might be added by the Employer)**

## Article 8 Information

### Article 8.02

The Employer agrees **to make available** to ~~supply~~ each employee ~~with a~~ **an electronic** copy of the Collective Agreement and any amendments thereto and will endeavour to do so within one (1) month of receipt from the printer.

## Article 9 Use of Employer Facilities

### Article 9.01

9.01 Reasonable space on bulletin boards within ~~the premises of Security Operations at Head Office of the Bank of Canada~~ **a designated area** will be made available for the posting of official Alliance notices. The Alliance shall make every reasonable effort to avoid posting of notices which the Employer could reasonably consider adverse to the Employer's interests or any of the Employer's representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Alliance, including the names of Alliance representatives, and social and recreational events and minutes of consultation. Such approval shall not be unreasonably withheld.

### Article 9.02

The Employer ~~authorizes employees to use the Training Room~~ **will designate a room** ~~located within the premises of Security Operations at Head Office of the Bank of Canada~~ **to be available for the Union to conduct for the purpose of conducting** Union business.

## Article 13 Statutory and Floating Holidays

### Article 13.03 (b)

To be entitled to a Floating holiday, the employee must be an active employee on the first working day of the year. Should an employee cease to be employed prior to taking a floating holiday, the employee shall not be compensated for the floating holiday.

### Article 13.06 (a)

a) In the event an employee who is scheduled to work on a statutory holiday requests not to work on that statutory holiday, the Employer shall offer the hours to employees **in the employee's post** according to their numerical position on the master schedule. If none of the employees on the master schedule **in the employee's post** agree to work on the statutory holiday, ~~the Employer shall ask back-up employees to work the requisite hours. In the event no back-up employees accept to work on the statutory holiday,~~ the employee scheduled to work shall be required to work unless the employee is on approved leave.

### Article 13.06 (b)

Where a statutory holiday coincides with an employee's scheduled work day and the employee works on that holiday; ~~the employee shall be paid the regular rate of pay for all regular hours of work and granted a mutually-agreed-upon day off with pay as a substitute holiday.~~

- ~~(i) the employee shall be paid the regular rate of pay for all regular hours of work and granted a mutually-agreed-upon day off with pay as a substitute holiday; or~~
- ~~(ii) the regular rate of pay for the normal hours of the shift and two (2) times the regular rate of pay for all hours worked.~~

### Article 13.07

Where a statutory holiday coincides with an employee's day of rest, **the employee shall be entitled to a mutually-agreed-upon day off with eight (8) hours' pay as a substitute holiday.**

~~(a) the employee shall be entitled to a mutually-agreed-upon day off with eight (8) hours' pay as a substitute holiday; or~~

~~(b) be paid two (2) times the regular rate of pay for a normal eight (8) hour work day as compensation for the holiday.~~

### Article 13.08

Where a statutory holiday coincides with an employee's day of rest and the employee works on that holiday; **the employee shall be paid one and one-half (1 1/2) times the hourly rate of pay for all hours worked and shall be entitled to a mutually-agreed-upon day off with eight (8) hours' pay as a substitute holiday.**

~~(a) the employee shall be paid one and one half (1 1/2) times the hourly rate of pay for all hours worked and shall be entitled to a mutually agreed upon day off with eight (8) hours' pay as a substitute holiday; or~~

~~(b) be paid one and one half (1 1/2) times the hourly rate of pay for all hours worked and two (2) times the regular rate of pay for a normal eight (8) hour work day.~~

#### **Article 13.11**

~~Compensation for back-up employees not scheduled to work on a statutory holiday shall be one twentieth (1/20) of the hours the employee has worked during the thirty (30) calendar days immediately preceding that statutory holiday multiplied by two (2) times the hourly rate of pay, to a maximum of eight (8) hours.~~

#### **Article 14 Vacation Leave**

**Article 14.02** – *To discuss transition to accumulation of service based on date of hire to use of calendar year*

#### **Article 14.07 (b)**

~~(b) Employees can carry forward to the new year up to a maximum of twenty (20) days of unused vacation. Any accumulated vacation time accrued since 1 January 2006 in excess of the maximum twenty (20) day limit at year-end will be paid out early in the next year. The maximum unused vacation time that can be carried over by part-time employees is prorated to the twenty (20) day limit, based on the percentage of time worked.~~

#### **Article 15 Sick Leave**

#### **Article 15.02**

The employee who has a non-work-related illness or injury requiring an absence from work must call their immediate supervisor and the Control Officer in charge (C1, A1, N1, D1) prior to the beginning of their shift and notify the HR Centre, the Control Room twelve (12) hours prior to the beginning of their shift unless unable to do so by reason of the late onset of medical symptoms.

#### **Article 16 Maternity and Parental Leave**

*Amend Article 16.02 (c) (i) and Article 16.05 (c) (i) to provide for waiting period of one week as per amendment to Employment Insurance Act*

*Article 16.04 and Article 16.07 (a) to provide for amendments as required to ensure compliance with proposed amendments to Canada Labour Code providing for extended parental leave*

## Article 18A Compassionate Care Leave

*Amend Article 18A to provide for amendments as requires to ensure compliance with proposed amendments to Canada Labour Code.*

## Article 21 Hours of Work

### Article 21.03

a) The master work schedule and the daily schedules currently in place as of the signing of the Collective Agreement shall be posted fifteen (15) days in advance. When the schedules are to be amended, the Employer shall consult in advance with the Alliance. ~~The implementation of such changes shall require an agreement in writing of the Employer and the Alliance.~~

(b) Notwithstanding the above, the daily schedule may be amended in emergency situations or for ~~sound, legitimate~~ operational reasons. The Employer will ensure any such amendments are consistent with the security officers' duties and responsibilities. Furthermore, the Employer will endeavour to consult with an Alliance Steward prior to the amendment. The consultation process shall also cover the proposed duration of the amendment (i.e. temporary or permanent). No amendment to the daily schedule pursuant to this provision will result in an amendment to the master work schedule

### **Delete Article 21.07 in light of elimination of position of "Back-up Employee"**

~~A back-up employee may decline to work a shift which commences less than eight (8) hours after the conclusion of the employee's previously scheduled shift. The employer shall make every reasonable effort to allow eight (8) hours between the shifts of back-up employees.~~

### Article 21.08

21.08 Provided sufficient advance notice is given and with the written approval of the Employer, employees may exchange **individual shifts on a temporary basis** if there is no increased cost to the Employer **and subject to operational requirements**. Such approval will not be unreasonably withheld.

### Article 21.10

21.10 Should a pre-assigned or new work schedule in the rotation in a **post** become available, the Employer shall offer it to ~~regular~~ employees **working in that post**. If more than one ~~regular~~ employee in **the post** is interested, the employee with the first date of hire will be given the pre-assigned or new work schedule.

## Article 22 Overtime

### **Delete Article 22.02 (a) in light of elimination of position of "Back-up Employee"**

~~22.02 (a) Before allocating overtime, the Employer shall make every reasonable effort to allocate to back-up employees forty (40) hours of work, at the straight time rate. The Employer will endeavor to allocate the hours of each back-up employee on an equitable basis. When additional hours become~~

~~available during the week and all back-up employees have worked an equal number of hours, such hours shall be offered to back-up employees, starting with the back-up employee with the first date of hire. The number of regularly scheduled hours in a week shall be reduced by eight (8) hours for every statutory holiday contained in that week.~~

#### **Article 22.02 (b)**

(b) The Employer shall allocate ~~any remaining~~ overtime hours **to employees in the post where the overtime hours become available** among the regular employees who have put their availability on an overtime list that shall be posted in an easily accessible area. When additional hours in the post become available during the week and all employees on the list have worked equal number of hours, such hours shall be offered to employees in the post on the list, starting with the employee with the first date of hire. When additional hours become available on short notice, priority may be given to those employees on site. **It is understood that the Employer has the right to assign an employee to overtime who has sufficient skills and competencies where there is no employee on the list for that post who is available to work the assignment.**

#### *Article 22.03 – Application to be discussed*

**Delete Article 22.05 in light of elimination of position of “Back-up Employee”**

~~22.05 Back-up employees qualify for overtime compensation if they:~~

- ~~(a) work in excess of forty (40) hours in a week; or~~
- ~~(b) work hours beyond the pre-assigned eight (8) to twelve (12) hour shift.~~

#### **Article 22.06**

22.06 The Employer shall grant time off in lieu of overtime payment at times convenient to both the employee and the Employer. Time off **earned in one calendar year** may be carried over to the next calendar year. **Where the time off is not taken in the next calendar year, it shall be paid out early in the following year.**

#### **Article 24 Reporting, Call back, and Standby Pay**

**Delete Article 24.01 Reporting Pay in light of elimination of position of “Back-up Employee”**

~~24.01 A back-up employee who reports for work shall be paid, at the applicable rate of pay, the greater of:~~

- ~~(a) the actual hours worked; or~~
- ~~(b) the minimum of three (3) guaranteed hours~~

## **Delete Article 24.04 in light of elimination of position of "Back-up Employee"**

~~Eligible employees working on a part-time, term, or short-term basis shall receive callback pay at the overtime rate even if they have not worked in excess of the normal full-time hours of work in a day or a week.~~

## **Article 26 Pay Administration**

### **Amend Article 26.02**

26.02 In the case of overtime compensation, shift premium, call-back pay, or any other allowance in addition to their regular pay, employees shall receive such remuneration on their regular pay in the month following the day in which the additional pay was earned. Employees must ~~submit~~ **enter** their time ~~sheets~~ in a timely manner to enable the processing of overtime payments.

## **Article 27 Discipline**

### **Article 27.02**

27.02 At the time formal discipline is imposed ~~or where an employee is required to attend a meeting with the Employer that may lead to disciplinary action for that employee,~~ the employee shall be entitled to be accompanied by an Alliance Steward. The Employer shall endeavour to advise the employee at least one (1) day in advance of the meeting. If the employee fails to attend the meeting, the Employer and the Alliance Steward may proceed with the meeting. In the case of a member of the Local Executive, or in circumstances where there is no Alliance Steward available, the member has the option of requesting that an Alliance Representative accompany the member to the meeting.

## **Article 28 Statement of Duties**

### **Article 28.01 and Article 28.02**

28.01 The Employer will continue to make available on its intranet site the current ~~Security Officer job post~~ profile and the organization chart for ~~Security and Facilities~~ **Corporate Security Services**. In the event of a change to the ~~Security Officer job post~~ profile, the Employer agrees to notify all **affected** employees by email.

28.02 Upon the written request of an employee, the Employer shall provide within ten (10) days of the request the point rating for the ~~Security Officer job post~~ profile allotted by factor.

## **Article 29 Employee Performance Appraisal and Employee Files**

**Article 29.01** *to be discussed with a view to alignment with current practices*

## Article 30 Health and Safety

### Add as New Article 30.13

**30.13** The Employer and the Alliance agree that the all employees in the bargaining unit must successfully complete Defensive Tactics and Firearms testing on an ongoing basis in order to ensure their health and safety and that of other employees. It is agreed that the Employer is entitled to take such measures as might be required to ensure the fitness for duty of all employees.

## Article 32 Grievance and Arbitration Procedure

### Article 32.01

An employee ~~should~~**must** discuss a complaint with the employee's immediate supervisor before presenting a grievance. The supervisor shall discuss the complaint with the employee in an attempt to resolve the issue.

### Article 32.02

If an employee is not satisfied with the supervisor's response to the complaint, the employee may discuss the complaint with the ~~Director of Security and Facilities Services.~~**Corporate Security Officer.**

### Article 32.03

If an employee does not want to discuss a complaint with the employee's immediate supervisor, the employee shall have the option of discussing any complaint directly with the ~~Director of Security and Facilities Services.~~**Corporate Security Officer.**

### Article 32.04

At the employee's request, the employee may be accompanied by an Alliance Steward at a meeting with the supervisor or the ~~Director of Security and Facilities Services.~~**Corporate Security Officer.**

### Article 32.06

#### 32.06 Definitions

In this procedure, "days" means calendar days excluding Saturdays, Sundays and holidays.

In this procedure, "grievance" means a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable. The grievance must state the provision(s) of the Collective Agreement which are alleged to be violated and the circumstances which gave rise to the alleged violation.



## **Article 32.07**

### **32.07 Grievance - First Level**

If the employee, group of employees and/or the Alliance Steward is not satisfied with the response received at the Complaint Stage and wishes to submit a grievance, the Alliance Steward may submit the grievance to the ~~Director of Security and Facilities Services~~ **Corporate Security Officer** or a delegate who shall hold a **meeting hearing** and reply in writing within thirty (30) days. A copy of the reply shall be provided to the Alliance Steward at the same time as it is provided to the employee or group of employees.

## **Article 32.08**

### **32.08 Second Level**

When a grievance has been presented and has not been dealt with to the satisfaction of the employee(s) and/or the Alliance Steward at the first level, the Alliance Representative has the right to present the grievance at the second level of the grievance procedure within thirty (30) days of receipt of the reply at the first level. Grievances presented at this level of the grievance procedure shall be submitted to the ~~Departmental Chief~~ **Corporate Security Officer** or an authorized delegate of the Employer. The Employer must hold a **meeting hearing** and reply in writing to the grievance within thirty (30) days after the presentation of the grievance at the second level, unless the parties agree to extend the time limits.

## **Article 34 Staffing**

**Article 34** to be discussed in light of creation of posts.

### **Delete Article 34.04 (b)**

- (c) ~~The Employer agrees to have a Human Resources Representative present at the staffing interviews for the filling of a vacant regular position.~~

## **Article 35 - Probation**

### **Article 35.01 and 35.02**

35.01 All new ~~back-up~~ employees are required to serve a probation period of six (6) months. ~~For all new employees hired as of October 1, 2014, the probation period shall be altered to six hundred (600) hours actually worked.~~ The probation period shall be used to monitor their progress and evaluate their competence to hold the position for which they were recruited.

35.02 The probation period may be extended with the agreement of the Alliance Steward for a total period not to exceed ~~nine hundred (900) hours actually worked~~ **nine (9) months**.

## **Article 39 Training and Tuition Reimbursement**

*To be discussed and aligned with updated policy*

### **Appendix A – Rates of Pay and Pay Notes**

*To be discussed and aligned with changes to Bank's Renewed Approach to Total Compensation and proposal to transition from date of hire anniversary date to calendar year*

### **Appendix D Letter of Understanding**

#### **APPENDIX ED**

#### **Letter of Understanding**

In instances where the Employer requires employees to work on Special Assignments, it shall endeavour to assign the work fairly to those employees who have given written confirmation of their wish to perform such work.

### **Appendix E – Letter of Understanding**

#### **Delete**

~~The Union and the Employer agree that there are special circumstances associated with the assignment of work at the Ottawa locations which justify enhanced entitlement where an employee arrives at the workplace and all or a portion of a scheduled shift is cancelled. During the term of this Collective Agreement, the Employer agrees that the employee shall be entitled in such circumstances to payment of no less than four (4) hours of work at regular pay.~~

#### **RESERVE**

Application of Bank's Renewed Approach to Total Compensation to Security Officers, including the new approach to performance pay as of 2017.