



File: 2122-B0006-3

May 7, 2018

**TO: PSAC SECURITY OFFICERS BARGAINING UNIT MEMBERS LOCAL 71250
AT THE BANK OF CANADA**

RE: RATIFICATION OF TENTATIVE AGREEMENT

A tentative agreement has been reached with the Bank of Canada May 1, 2018 on behalf of the Security Officers. If ratified, this five-year contract will expire December 31, 2021.

Unless otherwise expressly specified, the new collective agreement comes into effect upon the date of union ratification.

Rates of Pay Increases:

January 1 2017 - 1.5% retroactive
January 1 2018 - 2.5% to the JG13 scale retroactive
January 1 2018 - 3.0% to the JG14 scale retroactive

Increases for 2019, 2020, and 2021 as per BOC announcement.

Bonuses to be paid at rates in current agreement.

Other Changes:

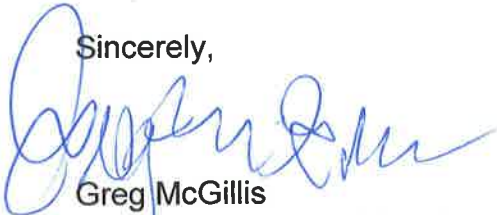
- Strong lay-off and recall language by date of hire.
- Overtime shall first be offered in the Post within the current pay scale and then to members on the overtime list, same pay scale, and then remaining overtime to members of the other pay scale.
- All other changes are provided in the Ratification Kit for review by the membership.

Your Negotiating Team, consisting of:

John Proulx, Team Member
Serge Frechette, Team Member
Hassan Hajjar, Team Member
Janson LaBond, PSAC Research Officer
David Sauvé, PSAC Negotiator

unanimously recommends acceptance of this agreement.

Sincerely,



Greg McGillis
Regional Executive Vice-President

cc. National Board of Directors
Directors' Team
Liam McCarthy, Coordinator, Negotiations Section
Essential Services & Exclusions
David-Alexandre Leblanc, Senior Research Officer, Negotiations Section
David Sauvé, Negotiator, Negotiations Section
Janson LaBond, Research Officer, Negotiations Section
Negotiations Section
Amy Kishek, A/Legal Officer
Mylaine Potvin, A/Administrative Assistant to Legal Officer
Micheline Labelle, Supervisor, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Liane Stymiest, Administrative Assistant

MEMORANDUM OF SETTLEMENT

Between

BANK OF CANADA

And

THE PUBLIC SERVICE ALLIANCE OF CANADA

Security Officers Local 71250

1. The parties agree the terms of this memorandum constitute a full and final settlement of all matters arising from the collective bargaining process in regards to the negotiation of the Collective Agreement expiry date December 31 2016. All other matters and issues in dispute are withdrawn.
2. The duration of the Collective Agreement shall be for five years, start date 1 January 2017 expiry date 31 December 2021. The Collective Agreement will be renewed subject only to the changes specified in the attached Appendix "A".
3. The undersigned representatives of the parties agree to recommend acceptance of all the terms of this memorandum to their respective principals.
4. Any miscellaneous changes shall only be made on consent of the parties.
5. Unless otherwise expressly specified, the new Collective agreement comes into effect upon the date of Union ratification.
6. For clarity, monetary increases are retroactive, where applicable, to 1 January, 2017.

Signed in Ottawa this date 01 of May 2018.

For the Bank of Canada



For the Public Service Alliance of Canada



APPENDIX "A"

Article 2 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 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 have commenced employment 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 employees in other posts to work the requisite hours. In the event no 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.

Delete 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

Add new clause after Article 14.03

Increases to vacation entitlement based on years of service are effective at the beginning of the calendar year of entitlement (1 January of anniversary 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 as soon as possible prior to the beginning of the shift and notify the HR Centre. ~~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.~~

Article 16 Maternity and Parental Leave

16.02 Supplementary Employment Insurance Benefit (SEIB) (Maternity Leave)

(a) A regular employee who has been granted maternity leave without pay may receive a Supplemental Employment Insurance Benefit (SEIB) provided that she:

- (i) has elected to accept the SEIB before going on leave;
- (ii) has completed six (6) consecutive months of continuous employment before the commencement of her maternity leave without pay,

- (iii) is receiving EI or QPIP benefits during the period of the maternity leave, and
- (iv) has signed an agreement with the Employer stating that:
 - (A) she will return to work as a regular employee 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 a regular employee, as described in clause (A), she will work at least six (6) consecutive months following expiration of the leave;
 - (C) should she fail to return to work for a period of six (6) consecutive months following expiration of the leave by reason of resignation or retirement, the amount of the SEIB shall be repaid over a period of not more than twelve (12) months from the date of the resignation or retirement; and
 - (D) should she fail to return to work for a period of six (6) consecutive months following expiration of the leave by reason of involuntary termination of employment or death, the amount of the SEIB need not be repaid.

(b) For the purpose of clauses 16.02(a)(iv)(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 clause (a)(iv)(B), without activating the recovery provisions described in clause (a)(iv)(C).

(c) For employees covered by the Employment Insurance Act, maternity allowance payments made in accordance with the SEIB will consist of the following:

- (i) during the waiting period, ninety-three per cent (93%) of her weekly rate of pay , and
- (ii) during each of the fifteen (15) weeks that the employee receives a maternity benefit under the Employment Insurance Plan, the difference between the gross weekly amount of the Employment Insurance benefit she receives and ninety-three per cent (93%) of her weekly rate of pay.
- (iii) **where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week, ninety-three per cent (93%) of her weekly rate of pay for the week, less any other monies earned during this period.**

16.05 Supplementary Employment Insurance Benefit (SEIB) (Parental Leave)

(a) A regular employee who has been granted parental leave without pay may receive an SEIB provided the employee:

- (i) has elected to accept the SEIB before going on leave;
- (ii) has completed six (6) consecutive months of continuous employment before the commencement of parental leave without pay;
- (iii) is receiving EI or QPIP benefits during the period of the parental leave, and
- (iv) has signed an agreement with the Employer stating that:

(A) the employee will return to work as a regular employee on the expiry date of the parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

(B) following the employee's return to work as a regular employee, as described in clause (A), the employee will work at least six (6) consecutive months following expiration of the leave;

(C) should the employee fail to return to work for a period of six (6) consecutive months following expiration of the leave by reason of resignation or retirement, the amount of the SEIB shall be repaid over a period of not more than twelve (12) months from the date of the resignation or retirement; and

(D) should the employee fail to return to work for a period of six (6) consecutive months following expiration of the leave by reason of involuntary termination of employment or death, the amount of the SEIB need not be repaid.

(b) For the purpose of clauses 16.05(a)(iv)(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 clause (a)(iv)(B), without activating the recovery provisions described in clause (a)(iv)(C).

(c) For employees covered by the Employment Insurance Act, parental allowance payments made in accordance with the SEIB will consist of the following:

- (i) during the waiting period, if applicable, ninety-three per cent (93%) of the employee's weekly rate of pay, and
- (ii) during each of the ten (10) weeks that the employee receives a parental leave benefit under the Employment Insurance Plan, the difference between the gross weekly amount of the Employment Insurance benefit the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay.

(d) For employees covered by the QPIP, parental allowance payments made in accordance with the SEIB will consist of ten (10) weeks of parental leave benefits equal to the difference between ninety-three per cent (93%) of the employee's weekly rate of pay and the weekly QPIP parental benefit. Two

additional weeks at ninety-three per cent (93%) of the employee's weekly rate of pay will be paid if a total of seventeen (17) weeks of SEIB has not been received for maternity leave.

(e) The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) or (d), and an employee will not be reimbursed for any amount that the employee is 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 paragraphs (c) and (d) shall be the employee's base pay rate for the employee's home position on the day immediately preceding the commencement of the parental leave without pay:

(g) Any pay adjustments that occur during a parental leave will come into effect upon a return from the leave.

(h) where an employee has received the full thirty-five (35) weeks of parental leave without pay, he or she is eligible to receive a further parental allowance for a period of one (1) week, ninety-three per cent (93%) of his or her weekly rate of pay for the week, less any other monies earned during this period, unless said employee has already received the one (1) week allowance contained in 16.02 (c), iii for the same child.

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. **The agreement of the Alliance to a proposed amendment to the master schedule shall not be unreasonably denied.**

Delete Article 21.07

~~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. **The Employer's agreement to a request for a shift exchange shall not be unreasonably denied.**

Article 21.10

21.10 Should a pre-assigned or new work schedule in the rotation **in a post** become available, the Employer shall first offer it to ~~regular~~ employees **working in that post, and then, in the case of a Level 13 post, to employees working in other Level 13 posts.** If more than one ~~regular~~ employee is interested

when the offer is made, 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)

~~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 from another post where there is no employee on the list who is available to work the assignment. Where there are no Level 13 employees available to work the overtime hours, the hours shall be offered to Level 14 employees on the list, starting with the employee with the first date of hire. The Employer shall allocate any remaining overtime hours in Level 14 positions to Level 14 employees who have put their availability on an overtime list that shall be posted in an easily accessible area. When additional hours become available during the week and all employees on the list have worked equal number of hours, such hours shall be offered to employees 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 overtime where there is no employee on the list who is available to work the assignment. Where there are no Level 14 employees available to work the overtime hours, the hours shall be offered to Level 13 employees on the list who are qualified to perform the work, starting with the employee with the first date of hire.**

Delete Article 22.05

~~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, Callback, and Standby Pay

Delete Article 24.01 Reporting Pay

~~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

~~24.04 — 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 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

29.01 (a) When a formal assessment of an employee's performance is made, the employee shall be given an opportunity to make written comments and to sign the completed performance appraisal. An employee's ~~signature on~~ **acknowledgement** of the performance appraisal will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with its contents. A copy of the performance appraisal will be provided to the employee at that time.

(b) The Employer's representative who evaluates an employee's performance must have 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. At the request of an employee, input may be received from other Bank employees. The employee may also be asked to provide input regarding his or her own performance.

(c) Performance should be assessed once per year ~~and as close as possible to the employee's anniversary date~~ **in accordance with the Bank's performance management cycle** or when an employee leaves a position. Performance appraisals shall be done in writing in the employee's official language of choice.

(d) The formal appraisal of an employee's performance shall incorporate an opportunity for the employee and the Employer's representative to discuss the employee's career development goals and any training which may be available.

Article 32 Grievance and Arbitration Procedure

Article 32.01

An employee should 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.

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

Delete Article 34.04 (b)

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

and replace with:

(b) The Employer acknowledges that every incumbent of the level 13 posts set out below is qualified to perform the duties of and meets the staffing criteria for any of the following posts:

East/West Tower
B1/Loading Dock/Centre Building/Museum
OSC

When a vacancy arises in one of the level 13 posts, the Employer will first offer the position to the incumbents of the level 13 posts who express an interest in the post. If more than one employee expresses an interest in the position, the position will be offered to the employee with the first date of hire.

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 for a total period not to exceed ~~nine hundred (900) hours actually worked~~ **nine (9) months**.

Article 39 Training and Tuition Reimbursement

Employee-Initiated Training

39.04 The Employer is committed to assisting employees enhance their employability by providing developmental opportunities, flexible working arrangements to help employees schedule courses outside the Bank, and financial assistance through tuition reimbursement.

Tuition Reimbursement

39.05 The Employer will reimburse tuition and other mandatory costs such as examination fees and textbooks, **in accordance with the Employer's tuition assistance policy**, upon the successful completion of courses, up to a maximum of \$7,000 per year, unless prior approval is provided by the Department Chief, using the following guidelines:

- (a) Reimbursement at 100% for:
 - (i) all courses relating to present or future duties in one's present position;
 - (ii) all courses in the following degree or professional programs: management business and commerce, economics, mathematics, finance, computer science and accounting;
 - (iii) all courses leading to completion of a high school diploma or general community college / CEGEP diploma which are generally prerequisites to post-secondary education.
- (b) Reimbursement at 75% for all courses that will develop a skill required by the Employer but not required in the employee's current position.
- (c) Reimbursement at 50% for all courses costing less than \$500 that will improve the employee's employability, even if the skill/knowledge acquired is not related to the Employer's functions.

NEW ARTICLE - Layoff and Recall

The employer agrees to keep the Union informed in writing of any reductions in employees that are being considered or implemented. The employer agrees to enter into a substantive consultative process with the Union to consider layoff and recall issues, including discussions on how to reduce the number of possible layoffs being considered by the employer.

When a layoff within a Job Grade is necessary, the lay-off shall be based on date of hire.

In the event an employee is subject to lay-off, said employee shall be moved to an available vacancy in the bargaining unit for which they are qualified with orientation provided by the employer where needed.

If there are no vacancies the affected employee shall have the option of accepting the permanent lay-off or going on a recall list for a period of twelve months. Recall from lay-off shall be in order of date of hire with the employee on lay-off with the first date of hire being offered the opportunity of recall first. An employee on the recall list shall have first opportunity to fill any new vacancies or newly created positions for which they can be qualified with training before these positions are filled through job postings or new hires.

Article 44 Duration

44.01 This Agreement shall expire on 31 December 2021.

Appendix A – Rates of Pay and Pay Notes

Effective Jan 1, 2017 a 1.5% increase to all salary scales. Bonuses to be paid at rates in current agreement.

Effective Jan 1, 2018, a 2.5% increase to the JG13 13 salary scale and a 3% increase to the JG 14 salary scale. Increases for 2019, 2020 and 2021 will be as per Bank announcement regarding general wage increases for all JG13 and JG14 positions.

2018 Compensation Chart

Job Grade	Minimum	Target	Rating	In Range Movement	Performance Pay
13	To be calculated as per above	To be calculated as per above	Did not meet expectations	0%	0%
			Inconsistently met expectations	0%	0%
			Successfully met expectations	4%	3-5%
			Exceeded expectations	4%	7%
			Far exceeded expectations	4%	10%
14	To be calculated as per above	To be calculated as per above	Did not meet expectations	0%	0%
			Inconsistently met expectations	0%	0%
			Successfully met expectations	4%	5-7%
			Exceeded expectations	4%	10%
			Far exceeded expectations	4%	15%

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.~~