

**COLLECTIVE AGREEMENT / CONVENTION COLLECTIVE  
2009 - 2011**

between / entre

**BANK OF CANADA / BANQUE DU CANADA**

and/et

**PUBLIC SERVICE ALLIANCE OF CANADA /  
ALLIANCE DE LA FONCTION PUBLIQUE DU CANADA**

Local 71250, Security Officers, Bank of Canada, Head Office /  
Section locale 71250, Agents de sécurité, Banque du Canada, Siege social

**13843 (02)**

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# ARTICLE 1

## **Purpose of the Agreement**

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Alliance, and to set forth certain terms and conditions of employment upon which agreement has been reached in collective bargaining.

1.02 The parties to this Agreement share a desire to maintain the quality of services rendered by the Employer and to promote the well-being of its employees. Accordingly, the parties are determined to establish an effective working relationship with members of the bargaining unit.

1.03 The parties to this Collective Agreement are subject to the provisions of the *Canada Labour Code*.

## ARTICLE 2

### **Interpretation and Definitions**

2.01 For the purpose of this Agreement:

(a) “Alliance” means the Public Service Alliance of Canada (« Alliance »);

(b) “Alliance representative” is a person designated by the bargaining agent to represent the Alliance (« représentante ou représentant de l’Alliance »);

(c) “Alliance Steward” means an employee in the bargaining unit appointed or elected to act as an authorized representative of the Alliance (« déléguée syndicale ou délégué syndical de l’Alliance »);

(d) “annual rate of pay” is the rate of pay set out in “Appendix A’ of this Collective Agreement (« taux de rémunération annuel »);

(e) “bargaining unit” means the employees of the Employer described in the certificate referred to in Article 5 (« unité de négociation »);

(f) “common-law partner” means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year (« conjointe de fait ou conjoint de fait »);

(g) “continuous employment” means uninterrupted employment with the Employer (« emploi continu »);

(h) “day of rest” means a day on which an employee is not ordinarily required to perform the duties of the employee’s position other than by reason of being on leave (« jour de repos »);

(i) “employee” means a person who is a member of the bargaining unit described in Article 5 (« personne salariée »);

(j) “Employer” means the Bank of Canada, and includes any person authorized to exercise the authority of the Bank of Canada (« employeur »);

(k) “grievance” means a complaint in writing presented pursuant to Article 32 (« grief »);

(l) “hourly rate of pay” means an employee’s annual rate of pay divided by 26.088 divided by 80 hours (« taux de rémunération horaire »);

(m) “layoff” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function (« licenciement »);

(n) “leave” means authorized absence from work by an employee (« congé »);

(o) “Local” means a fully constituted Local of the Public Service Alliance of Canada representing members of the bargaining unit (Local 71250) (« section locale »);

(p) “membership dues” means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance (« cotisations syndicales »);

(q) “overtime” means any employer-authorized hours worked by an employee beyond hours of the shift identified on the master schedule (« heures supplémentaires »);

(r) “part-time employee” means a regular employee whose regularly-scheduled hours of work per week are less than forty (40) hours averaged over a two (2) week period (« personne salariée à temps partiel »);

(s) “regular employee” is an employee hired for an indeterminate period of time (« personne salariée régulière »);

(t) “short-term employee” is an employee hired for a specified period of time on an on-call basis (« personne salariée embauchée pour une courte durée »);

(u) “straight time rate” means the normal hourly rate of pay of the employee (« tarif normal »);

(v) “term employee” is an employee hired for a specified period of time within the regular rotation (« personne salariée embauchée pour une durée déterminée »);

(w) “time and one-half” means one and one-half (1 1/2) times the normal hourly rate of pay of the employee (« tarif et demi »).



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## ARTICLE 3

### **Application**

3.01 The provisions of this Agreement apply to the Alliance, the Employees and the Employer.

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

## ARTICLE 4

### **Managerial Responsibilities**

4.01 The Alliance acknowledges that the management of the Employer and the direction of the employees are rights that rest exclusively with the Employer. Without restricting the generality of the foregoing, it is agreed that it is the exclusive function of the Employer to:

- hire, promote, demote, transfer, recall, discipline, discharge, or lay off employees; and
- to make, enforce, and alter from time to time rules and regulations to be observed by the employees.

4.02 The rights set forth in this Article shall be exercised in conformity with the provisions of this Agreement.

## ARTICLE 5

### **Recognition**

5.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Industrial Relations Board, dated 12 October 2005.

## ARTICLE 6

### **Work of the Bargaining Unit**

6.01 Employees of the Employer not covered by the terms of this Agreement shall not perform duties normally assigned to employees in the bargaining unit except in cases of emergency.

## ARTICLE 7

### Check-off

7.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct on a monthly basis an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

7.02 The Alliance shall inform the Employer in writing, at least thirty (30) days in advance of the pay period upon which the modification is to take effect of the new authorized monthly deduction to be checked off for each employee.

7.03 For the purpose of applying subarticle 7.01, deductions from pay for each employee in respect of each calendar month will start with the first full month of employment to the extent that earnings are available.

7.04 No bargaining agent, other than the Alliance, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

7.05 The amounts deducted in accordance with subarticle 7.01 shall be remitted to the Comptroller of the Alliance 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.

7.06 The Employer agrees to make deductions for arrears of membership dues upon authorization from the Union. The Alliance may request that additional deductions be made from the pay of the employees with the agreement of the Employer.

7.07 The Alliance 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 limited to the amount actually involved in the error.

## ARTICLE 8

### **Information**

8.01 The Employer agrees to provide the Local, on a quarterly basis, with a list of all employees in the bargaining unit. The list referred to herein shall include the name, work location, job title, grade, and date of hire of the employee along with the total amount of overtime worked by each employee and shall be provided within one (1) month following the termination of the quarter.

8.02 The Employer agrees to supply each employee with a 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**

9.01 Reasonable space on bulletin boards within the premises of Security Operations at Head Office of the Bank of Canada 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.

9.02 The Employer authorizes employees to use the Training Room located within the premises of Security Operations at Head Office of the Bank of Canada for the purpose of conducting Union business.

9.03 The Employer will continue to provide a secure filing cabinet to be used for Union business. This filing cabinet will be located within the premises of Security Operations at Head Office of the Bank of Canada.

9.04 The Employer authorizes the reasonable use of office furniture and equipment within the premises of Security Operations of the Bank of Canada for the purpose of conducting Union business.



9.05 A representative of the Alliance shall be permitted access to the Employer's premises, at a location determined by the Employer, to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer. Permission to enter the premises shall, in each case, be obtained from the Employer.

## ARTICLE 10

### **Employee Representatives**

10.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

10.02 The Alliance shall notify the Employer in writing of the name, title and jurisdiction of its representatives identified pursuant to subarticle 10.01.

10.03 An Alliance representative shall obtain the permission of management before leaving his or her work to investigate employee complaints of an urgent nature, to meet with management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. The representative shall report back to his or her manager before resuming his or her normal duties.

10.04 The Employer shall allow new employees and a Union representative to meet during working hours. The purpose of the meeting is to explain the Union's role in administering this Agreement and to complete the required documents concerning their membership.

## ARTICLE 11

### **Leave With or Without Pay for Union Business**

11.01 The Employer shall grant leave with pay to up to *two* (2) employees to participate as Alliance representatives in any grievance or arbitration proceeding.

11.02 The Employer agrees to grant leave without pay to up to three (3) Alliance representatives to attend collective bargaining meetings with the Employer.

11.03 Subject to operational requirements, the Employer shall grant leave without pay as follows:

(a) to up to three (3) Alliance representatives to attend preparatory collective bargaining meetings with the Employer;

(b) to employees to undertake training related to the duties of an Alliance representative;

(c) to employees to participate in any recognized Alliance activity;

(d) to employees elected to a full-time office of the Alliance for the period during which the employee holds such office.

Such requests shall not be unreasonably denied.

11.04 Employees who are granted leave for Alliance business in accordance with paragraphs 11.03(a) to (c) will remain on the Employer's payroll. For periods of such leave of five (5) days or less, the Employer will be fully reimbursed by the Alliance for the cost of the employee's salary. For periods of such leave of more than five (5) days, the Employer shall be fully reimbursed by the Alliance for the cost of the employee's salary and benefits.

11.05 The Employer will compensate at the applicable rate of pay a reasonable number of employees who meet with management during normal business hours regarding Alliance business.

## ARTICLE 12

### **No Discrimination/ Harassment**

12.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, marital status, or conviction for which a pardon has been granted.

12.02 Subarticle 12.01 shall be interpreted in accordance with the *Canadian Human Rights Act*, including sections 15 and 16.

12.03 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to an employee by reason of membership or activity in the Alliance.

12.04 The Employer acknowledges the right of employees to work in the official language of their choice.

12.05 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment, and the Employer undertakes to ensure that sexual and personal harassment will not be tolerated in the workplace.

12.06 (a) Sexual harassment is any incident or series of incidents which may cause offence or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures or comments *of* a sexual nature, the displaying *of* pornographic material or any conduct that might reasonably be perceived as placing a condition *of* a sexual nature on any aspect *of* employment.

(b) Personal harassment is any inappropriate, offensive, unacceptable, intimidating, or demeaning comment or conduct, occurring as an isolated incident or a series *of* incidents. It is behaviour that an individual knows, or ought reasonably to know, to be unwelcome.

## ARTICLE 13

### **Statutory and Floating Holidays**

13.01 The following days shall be statutory holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Victoria Day,
- (d) Canada Day,
- (e) Civic Holiday,
- (f) Labour Day,
- (g) Thanksgiving Day,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day.

13.02 The Employer shall recognize as a statutory holiday any additional day when proclaimed by an Act of Parliament of the Government of Canada as a national holiday.

#### 13.03 Floating Holiday

(a) Regular and term employees shall be entitled to a floating holiday on a date arranged in advance with their supervisor.

(b) Should an employee cease to be employed prior to taking a floating holiday, the employee shall not be compensated for the floating holiday.

(c) Notwithstanding paragraphs 13.03(a) and (b), employees who are asked to work on their designated floating holiday shall be entitled to an alternate designated holiday. Should an employee who was given an alternate designated holiday cease to be employed prior to taking an alternate day, the employee shall be compensated at the rate of a regular wage for a normal work day.

(d) The floating holiday cannot be carried over to the next year nor will payment be made if the day is not taken within the calendar year.

13.04 An employee absent on Leave With or Without Pay for Union Business under subarticle 11.01 and paragraphs 11.03(a), (b), and (c) for a period five (5) days or less shall be paid for any statutory holiday which occurs during the leave.

#### 13.05 Statutory Holiday Coinciding with a Day of Paid Leave

Where a day that is a statutory holiday for an employee coincides with a day of leave with pay, that day shall count as a statutory holiday and not as a day of leave.



## 13.06 Statutory Holiday Coinciding with a Scheduled Work Day

13.06 (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 according to their numerical position on the master schedule. If none of the employees on the master schedule agree to work on the statutory holiday, the Employer shall ask short-term employees to work the requisite hours. In the event no short-term 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.

(b) Where a statutory holiday coincides with an employee's scheduled work day and the employee works on that 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.

## Statutory Holiday Coinciding with a Day of Rest

13.07 Where a statutory holiday coincides with an employee's day of rest:

(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.

13.08 Where a statutory holiday coincides with an employee's day of rest and the employee works on that 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.

13.09 When an employee is required to work on a mutually-agreed-upon substitute holiday, the employee shall be paid the regular rate of pay for the normal hours of the shift and two (2) times the regular rate of pay for the hours worked.

13.10 Compensation for part-time continuous operations employees will be pro-rated accordingly.

13.11 Compensation for short-term 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.

### Reporting For Work on a Statutory Holiday

13.12 When an employee is required to report to work on a statutory holiday and reports to work, the employee shall be paid a minimum of three (3) guaranteed hours at a rate of pay in accordance with this Article.

## ARTICLE 14

### **Vacation Leave**

14.01 The vacation year shall be from 1 January to 31 December.

14.02 For the purpose of vacation leave, service is defined as the length of service with the Employer and includes current and prior service with the Employer as a regular, term or short-term employee.

14.03 Employees shall be entitled to vacation leave according to the following table:

Employment Category	Years of Service	Annual Vacation Entitlement	Accrual Rate
Regular and Term Full-Time Employees (Pro-rated for Part-Time)	1 to 7 years 8 to 16 years 17 years and more	15 days 20 days 25 days	$1^{1/4}$ days/month $1^{2/3}$ days/month $2^{1/12}$ days/month
Short-Term	up to 5 years  consecutive years	4% of gross earnings 6% of gross earnings	

14.04 (a) For the first month of employment, vacation entitlement is pro-rated based on the remaining number of work days in that month and on the employee's monthly rate of vacation accrual.

(b) In the case of termination of employment for any reason, vacation entitlement is pro-rated based on the number of days worked in the month in which the termination occurs and on the employee's monthly rate of vacation accrual. Adjustments for vacation accrued or taken will be made on the employee's final pay. If an employee dies, the Employer shall pay for earned but unused vacation leave through direct deposit into the employee's bank account or to the employee's estate.

(c) During the probationary period, the employee may only take vacation time actually accrued.

(d) In exceptional circumstances and with the approval of the Employer, an employee may borrow up to one half (1/2) of their next year's vacation entitlement. Such a request shall not be unreasonably denied. It is understood that this entitlement is subject to paragraph 14.07(c).

14.05 The process governing the scheduling of vacation shall be mutually agreed between the Local Executive and the Employer.

14.06 The Employer shall give the employee as much notice in writing as is practicable and reasonable of approval, refusal, or cancellation of a request for vacation. In the case of refusal, alteration, or cancellation of some or all of such leave, the Employer shall give the reasons in writing upon request from the employee.

14.07 (a) Employees must make every effort to use their vacation entitlement in the year that it accrues, and to reduce any carry over amount of vacation time.

(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.

(c) Vacation time banked prior to 1 January 2006 is not subject to automatic payout. Employees who carry over twenty (20) or more days from vacation time accrued prior to 2006 are not eligible to:

- (i) carry over any additional vacation time, until the banked vacation time is reduced to less than twenty (20) days;
- (ii) buy any additional vacation time until banked vacation time is reduced to twenty (20) days or less; or
- (iii) borrow vacation time.

14.08 If, during any period of vacation leave, an employee:

- (a) is granted bereavement leave, or
- (b) becomes eligible for Short-Term Disability

the period of the vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or retained for use at a later date. In extenuating circumstances, the employee may seek paid or unpaid leave pursuant to subarticle 18.08.

14.09 An employee may be asked to cancel some or all of their planned vacation time if, in the opinion of the Employer, an emergency exists. In such a case, the employee will be reimbursed for reasonable substantiated expenses incurred in connection with the unplanned cancellation. Any vacation time cancelled is not counted as vacation leave taken.

14.10 (a) Vacation credits do not accrue:

- (i) after the first twelve (12) weeks of leave of absence for child-care responsibilities;
- (ii) after the first ten (10) weeks of Short-Term Disability;
- (iii) during Long-Term Disability;
- (iv) during any other leave of absence without pay that lasts for more than five (5) consecutive days.

(b) During any months in which only a certain number of days have been worked, vacation credits shall accrue on a pro-rata basis.



## ARTICLE 15

### **Sick Leave**

15.01 The Employer will continue to provide to regular and term employees a sick-leave plan that provides 100% of salary for up to ten (10) consecutive work days of absence resulting from non-work-related illness or injury.

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, AI, N1, DI) prior to the beginning of their shift and notify the HR Centre.

15.03 An employee may be required to provide a physician's note to be eligible for sick leave if the leave is for more than three (3) consecutive days or in instances where there is a suspected misuse of sick leave. Where a note is not provided as required, the employee may be put on leave without pay.

## ARTICLE 16

### **Maternity and Parental Leave**

#### 16.01 Maternity Leave Without Pay

(a) An employee who has completed six (6) consecutive months of continuous employment and who becomes pregnant shall, upon request, be granted maternity leave without pay for a period of up to seventeen (17) weeks commencing no earlier than eleven (11) weeks prior to the estimated date of delivery and ending no later than seventeen (17) weeks following the date of delivery. An employee residing in the Province of Quebec shall be entitled to a maximum of fifteen (15) or eighteen (18) weeks maternity leave, depending on the Quebec Parental Insurance Plan (QPIP) option chosen by the employee.

(b) Notwithstanding paragraph (a), if the child is hospitalized, the employee can delay the commencement of the maternity leave or interrupt the leave and return to work until the child comes home.

(c) The Employer may require an employee to submit a medical certificate certifying pregnancy.

(d) An employee who has not commenced maternity leave without pay may elect to use earned vacation up to and beyond the date of delivery.

(e) If the employee is on sick leave or is receiving short-term disability benefits before commencing a maternity leave, the employee may remain on sick leave or on short-term disability provided the illness or injury still exists, or the employee may choose to commence maternity leave without pay.

(f) An employee shall provide four **(4)** weeks advance notice of her intention to take maternity leave unless there is a valid reason why the notice cannot be given.

(g) Leave granted under this subarticle shall be considered “continuous employment” for the purpose of calculating long-service benefits and “service” for the purpose of calculating vacation entitlement.

#### 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 two (2) week waiting period, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, 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.

(d) For employees covered by the QPIP, maternity allowance payments made in accordance with the SEIB will consist of:

(i) where the employee elects to take fifteen (15) weeks of QPIP benefits, for a period of fifteen (15) weeks, the difference between ninety-three per cent (93%) of the employee's weekly rate of pay and the gross weekly QPIP maternity benefit and two additional weeks at ninety-three per cent (93%) of the employee's weekly rate of pay; or

(ii) where the employee elects to take eighteen (18) weeks of QPIP benefits, for a period of seventeen (17) weeks the employee will receive the difference between ninety-three per cent (93%) of the employee's weekly rate of pay and the gross weekly amount of the QPIP maternity benefit.

(e) The maternity 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 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 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 maternity leave without pay.

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

### 16.03 Special Maternity Allowance for Totally Disabled Employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in paragraph 16.02(a) solely because a concurrent entitlement to long-term disability benefits or benefits under the *Government Employees Compensation Act* prevents her from receiving Employment Insurance, or QPIP, maternity benefits, and

(ii) has satisfied all of the other eligibility criteria in paragraph 16.02(a), other than those specified in clauses 16.02(a)(iv)(A) and (B),

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 short-term disability benefits, long-term disability benefits, or benefits received under the *Government Employees Compensation Act*.

(b) An employee shall be paid an allowance under this subarticle and under paragraph 16.02(a) for a combined period of no more than the number of weeks during which an employee would have been eligible for SEIB under subarticle 16.02.

#### 16.04 Parental Leave Without Pay

(a) An employee who has completed six (6) consecutive months of continuous employment and who has or will have the actual care and custody of a new-born child shall, upon request, be granted parental leave without pay for a 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 to adopt a child or obtains an order for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

(c) Notwithstanding paragraphs (a) and (b), if the child is hospitalized, the employee can delay the commencement of the parental leave or interrupt the leave and return to work until the child comes home.

(d) An employee shall provide four (4) weeks advance notice of the employee's intention to take parental leave unless there is a valid reason why the notice cannot be given.

(e) The Employer may:

(i) allow the employee to defer the commencement of parental leave without pay at the request of the employee so long as the leave is taken within the fifty-two (52) week period referenced in paragraph (a);

(ii) require an employee to submit a birth certificate or proof of adoption of the child;

(iii) grant the employee parental leave without pay with less than four (4) weeks notice.

(f) Leave granted under this subarticle shall be considered "continuous employment" for the purpose of calculating long-service benefits and "service" for the purpose of calculating vacation entitlement.

#### 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 two (2) week waiting period, if applicable, ninety-three per cent (93%) of the employee's weekly rate of pay for each week of the waiting period, 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.

#### 16.06 Special Parental Allowance for Totally Disabled Employees

(a) An employee who:

(i) fails to satisfy the eligibility requirement specified in paragraph 16.05(a) solely because a concurrent entitlement to long-term disability benefits or benefits under the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance, or QPIP, parental benefits, and

(ii) has satisfied all of the other eligibility criteria specified in paragraph 16.05(a), other than those specified in clauses 16.05(a)(iv)(A) and (B),

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 weekly rate of pay and the gross amount of the employee's weekly long-term disability benefits or benefits received under the *Government Employees Compensation Act*.

(b) An employee shall be paid an allowance under this subarticle and under paragraph 16.02(a) for a combined period of no more than the number of weeks during which an employee would have been eligible for SEIB under subarticle 16.02.

### 16.07 Maximum Duration of Leave and SEIB

(a) The maximum total period of a leave of absence for child care responsibilities is fifty-two (52) weeks for maternity and parental leave combined.

(b) The maximum number of weeks of SEIB is twenty-seven (27) weeks for maternity leave and parental leave combined.

### 16.08 Reassignment of Duties

An employee who is pregnant may request the Employer to modify her job functions or reassign her to another job if continuing her current functions poses a risk to her health or that of the fetus. Where such request is supported by a physician's note, the Employer will modify the employee's job functions or reassign her to another job in accordance with the employee's medical limitations and restrictions.

## ARTICLE 17

### **Leave for Educational Purposes**

17.01 The Employer recognizes the usefulness of leave for educational purposes. Educational purposes refers to an activity which, in the opinion of the employee, is likely to enhance their employability.

17.02 Upon written application by the employee and with the approval of the Employer, an employee may be granted leave with or without pay for educational purposes for varying periods which can be extended by mutual agreement.

17.03 An employee on leave for educational purposes may be reimbursed for tuition in accordance with the provisions of subarticle 39.05.

17.04 The employee will be entitled to return to their position upon return from educational leave.

17.05 Leave may be granted to an employee for the purpose of writing an examination that takes place during the employee's scheduled hours of work. The leave may be granted with or without pay.

## ARTICLE 18

### **Other Leave With or Without Pay**

18.01 For the purpose of this Article:

(a) Immediate family is defined as spouse/common-law partner, child (including foster child and child of the spouse/common-law partner), parent, sister/brother, step-parent, and stepsister/stepbrother.

(b) Extended family is defined as grandparent, grandchild (including grandchild of spouse/common-law partner), parents of spouse/common-law partner, sister-in-law/brother-in-law, daughter-in-law/son-in-law, and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

### **Bereavement Leave**

18.02 When a member of an employee's immediate or extended family dies, the employee shall be entitled to a bereavement period of three (3) days. In addition, the employee may be granted up to an additional two (2) days if travel beyond the local region is required or if there are other special circumstances. During the bereavement period an employee shall be paid for those days which are not regularly scheduled days of rest for the employee.

## **Leave With Pay for Birth or Adoption of a Child**

18.03 The Employer shall grant one (1) day's leave with pay on the birth or adoption of the employee's child.

## **Court Appearance or Jury Duty**

18.04 The Employer shall grant leave with pay to an employee who attends jury selection when required to do so or jury duty or who appears as a witness pursuant to a subpoena.

## **Illness in the Family**

18.05 The Employer may grant one (1) day's leave with pay if a member of the employee's immediate family is taken ill and the employee is required for their immediate care and to allow the employee to make alternative care arrangements.

## **Moving**

18.06 The Employer shall grant one (1) day's leave with pay per year if it is necessary for the employee to move on a working day.

## **Injury-on-Duty Leave**

18.07 (a) An employee shall be granted injury-on-duty leave with pay when a claim has been made pursuant to the *Government Employees' Compensation Act* and a provincial workers' compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

- (i) personal injury accidentally received in the performance of duties and not caused by the employee's willful misconduct, or
- (ii) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Employer any amount received in compensation for loss of pay resulting from or in respect of such injury, illness, or disease.

(b) An employee whose claim is being processed by a provincial workers' compensation authority shall continue to receive salary. Benefits and pension participation continue throughout the absence if the employee chooses to continue contributing the employee's share of the cost.

(c) If a provincial workers' compensation authority disallows the work-related injury or illness and the employee remains unable to work because of the injury or illness, the employee shall be considered on sick leave in accordance with Article 15.



## **Other Leave With or Without Pay**

18.08 In extenuating circumstances, the Employer may grant leave with or without pay for purposes other than those specified in this Agreement.

## ARTICLE 18A

### **Compassionate Care Leave**

18A.01 For the purpose of this Article, “family member” shall be as defined in subsection 23.1(1) of the *Employment Insurance Act*.

18A.02 Employees who have completed at least six (6) months of consecutive employment are entitled to a leave of absence for compassionate care.

18A.03 The employee shall be granted leave without pay for a period of up to eight (8) weeks to provide care or support to a family member if a medical doctor or qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

18A.04 If requested in writing by the Employer within fifteen (15) days after an employee’s return to work, the employee must provide the Employer with a copy of the certificate referred to in subarticle 18A.03.

18A.05 A leave of absence under this Article may only be taken in periods of not less than one weeks duration.

18A.06 A regular employee who is eligible to receive benefits under the *Employment Insurance Act* shall be entitled to receive from the Employer a Supplementary Employment Insurance Benefit (SEIB) consisting of:

(a) for the first two (2) weeks, payments equivalent to ninety-three per cent (93%) of the employee's weekly rate of pay; and

(b) up to a maximum of six (6) additional weeks' payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three per cent (93%) of the employee's weekly rate of pay.

18A.07 The Employer will pay the SEIB provided that the employee agrees to return to work for at least one (1) month following the expiration of the leave and chooses to accept or decline the benefit before going on leave.

18A.08 If the employee elects to receive the SEIB and does not return to work after the leave period, the amount of the SEIB received must be repaid by the employee over a period of not more than twelve (12) months from the date of resignation.

18A.09 The entitlement to compassionate care leave may be shared by two (2) or more employees of the same family; however, the total amount of leave without pay that may be taken in regard to the same family member is eight (8) weeks within the twenty-six (26) week period.

18A.10 The Employer shall continue to pay the Employer's share of contributions to the benefits specified in section 209.2(1), Division VII, Part III of the *Canada Labour Code*.

## ARTICLE 19

### **Self-Funded Leave**

19.01 The Employer shall consider requests for self-funded leave for regular full-time and part-time employees if the following conditions are met:

- two years of service;
- a “Fully Meets” performance rating; and
- if operational requirements can be met.

Such requests shall not be unreasonably denied.

19.02 Leave granted under this Article shall be for a minimum of three (3) months to a maximum of twelve (12) months for full-time educational purposes or six (6) to twelve (12) months for other purposes.

19.03 A portion of the employee’s salary between ten per cent (10%) and thirty-three and one-third per cent (33 1/3%) will be deferred to fund the period of leave of absence.

19.04 The employee agrees to return to their position with the Employer after the leave of absence for a period that is not less than the period of their leave of absence.

19.05 The employee must start the leave no later than six (6) years from the date that the salary deferral commenced.

## ARTICLE 20

### **Long Service Benefits**

20.01 Regular employees hired before 31 December 2002 who elected to retain the ability to continue accrual of additional service for the purposes of long service benefits shall receive one of the following:

(a) Severance Payment

Where the employee has ten (10) or more years of continuous employment, the employee shall be paid one one-hundred and fourth ( $1/104$ ) of the employee's annual salary for each year of service. No severance payment is made to an employee dismissed for cause.

(b) Retirement Allowance

Where an employee with ten (10) or more years of continuous employment leaves employment with entitlement to an immediate pension, the employee shall be paid one thirty-fifth ( $1/35$ ) of the employee's annual salary for each year of service to a maximum of thirty-five (35) years.

(c) Death Benefit

In the event of the death of an employee, the employee's spouse or the employee's estate shall receive the greater of one sixth ( $1/6$ ) of the employee's annual salary or one thirty-fifth ( $1/35$ ) of the employee's annual salary for each year of service to a maximum of thirty-five (35) years.

20.02 For the purposes of this Article, “continuous employment” means the period from the employee’s most recent date of hire to the date of termination regardless of employment status.

20.03 For the purposes of this Article, “service” includes periods of compensated work whether as regular, term or short term employee; paid leaves of absence; maternity and parental leaves for which the employee has received SEIB payments; and prior service with the Employer. “Service” does not include periods during which the employee was receiving long-term disability benefits, periods of parental leave during which the employee was not receiving SEIB payments and unpaid leaves of absence.

20.04 No employee shall receive a severance payment or a retirement allowance more than once for any period of employment. No employee shall receive more than one long-service benefit.

20.05 Employees who did not elect prior to 31 December 2002 to remain with the long service benefit program are nevertheless entitled to severance payment or retirement allowance based on years of service up to 31 December 2002 so long as the employee has ten (10) years of continuous employment at the time of leaving employment. If an employee dies who did not elect prior to 31 December 2002 to remain with the long service benefit program, the employee shall receive a death benefit based on service prior 31 December 2002.

20.06 Long service benefits will be pro-rated for part-time employees and partial years of service.



## ARTICLE 21

### **Hours of Work**

21.01 It is recognized by the parties that the Employer's operations are of a continuous nature. Security Officers are required to provide coverage twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

21.02 For the purpose of this Article, "week" means a period of seven (7) consecutive days beginning at 00:00 hours Saturday morning and ending at 24:00 hours the following Friday night. A "day" is a twenty-four (24) hour period commencing at 00:00 hours.

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.

21.04 Except as otherwise provided in this Article, the normal hours of work shall be forty (40) hours per week averaged over the period designated in the master work schedule.

21.05 Except at the time of a shift schedule change, a regularly scheduled shift shall not commence within twelve (12) hours of the completion of the employee's previous regularly scheduled shift except with the approval of the employee.

21.06 The master work schedule shall not include split shifts.

21.07 Provided sufficient advance notice is given and with the written approval of the Employer, employees may exchange shifts if there is no increased cost to the Employer. Such approval will not be unreasonably withheld.

21.08 An employee may be granted flexible working arrangements provided that such arrangements are consistent with administrative or operational requirements, result in no increased cost to the Employer and are mutually agreed to by the employee and management. Such request shall not be unreasonably denied.

21.09 Should an assigned work schedule in the rotation become available, the Employer shall offer it to regular employees. If more than one regular employee is interested, the employee with the longest period of continuous employment as a regular employee will be given the assigned work schedule.

## ARTICLE 22

### Overtime

22.01 In this Article:

(a) "Overtime" means any Employer-authorized hours worked by an employee beyond hours of the shift identified on the master schedule;

(b) "Time and one-half" means one and one half (1 1/2) times the normal hourly rate of pay of the employee.

22.02 (a) Before allocating overtime, the Employer shall make every reasonable effort to allocate to short-term employees forty (40) hours of work, at the straight time rate. The number of regularly scheduled hours in a week shall be reduced by eight (8) hours for every statutory holiday contained in that week.

(b) The Employer shall endeavour to allocate any remaining overtime hours fairly 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 become available on short notice, priority may be given to those employees on site.

22.03 Subject to operational requirements, an employee has a right to decline an overtime assignment.

22.04 An employee who works overtime shall be compensated with pay or time off, at the option of the employee, at time and one-half for all overtime hours worked.

22.05 Short-term 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.

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 may be carried over to the next year.

22.07 Employees who are required to work overtime are entitled to a ten-dollar (\$10.00) meal allowance payment if:

(a) the employee works two (2) continuous hours either immediately preceding or following the regularly scheduled hours of work; or

(b) the employee works four (4) continuous hours for other periods of overtime and on days of rest and statutory holidays.

22.08 An additional meal allowance of ten dollars (\$10.00) is paid for each six (6) continuous hours worked beyond the initial two (2) to four (4) hours of overtime.

## ARTICLE 23

### **Shift Premiums**

23.01 Employees who work outside the Employer's core hours (7:00 a.m. to 6:00 p.m., Monday to Friday) will receive a shift premium of two dollars (\$2.00) per hour for all hours worked outside the core hours.

23.02 Employees who receive a stand-by allowance or who receive reporting or call-back pay are not eligible for a shift premium when they work outside the core hours.

## ARTICLE 24

### **Reporting, Callback, and Standby Pay**

#### Reporting Pay

24.01 A short-term 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.

#### Callback Pay

24.02 An employee who:

- (a) has been requested during regular working hours to report at a specified time later that same day after the shift has been completed; or
- (b) is recalled to work having left after working the full normal day with the intention of returning to duty only on the next scheduled workday

shall be paid, at the applicable rate, the greater of:

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

24.03 In certain circumstances, reporting for work may not require physical presence at the Bank. Where an employee is capable of performing the required duty from outside the Bank and such an arrangement is approved by the Employer, such duty shall be considered as reporting for work.

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.

#### Standby Allowance

24.05 An employee who has been requested to be available and who agrees to be available on standby during off-duty hours shall be entitled to a standby allowance equivalent to one hour's pay per eight (8) hour shift at the employee's normal rate of pay. Shifts less than eight (8) hours shall be pro-rated.

24.06 An employee on standby who is required to report for work shall be paid, in addition to the standby pay, in accordance with the provisions for Callback Pay of this Agreement.

## ARTICLE 25

### **Travelling Time**

25.01 Employees travelling for the purpose of conducting business on behalf of the Employer will be reimbursed for actual and reasonable expenses incurred. Employees may request a reasonable advance of funds to cover the estimated cost of the trip and shall receive it as soon as is practicable for the Employer.

25.02 When Employer-initiated travel occurs outside regular working hours, employees shall be compensated at the applicable rate of pay for time spent in transit, excluding the commute to the airport, station, or terminal but including the wait time.

25.03 The Employer reserves the right to determine the timing and means of travel.



## ARTICLE 26

### **Pay Administration**

26.01 Employees shall be paid by direct deposit on a bi-weekly basis at the rate of pay to which the employee is entitled as prescribed in Appendix A.

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 their time sheets in a timely manner to enable the processing of overtime payments.

26.03 When overtime compensation is paid, the pay statement shall indicate the rates of overtime and the number of overtime hours.

26.04 When an employee has been overpaid, the Employer will advise the employee, before recovery action is implemented, of the intention to recover the overpayment. If the employee advises the Employer that the stated recovery action will create a hardship, recovery will not exceed ten per cent (10%) of the employee's pay each pay period, without the agreement of the employee, until the entire amount is recovered. Notwithstanding the foregoing, in the event employment ceases, any outstanding amounts may be recovered from final pay.

## ARTICLE 27

### **Discipline**

27.01 No disciplinary measure shall be imposed on any employee without just cause.

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.

27.03 All disciplinary actions imposed on an employee shall be in writing and a copy shall be provided to the employee and the Alliance Steward or Alliance representative at the time of issuance of the discipline. A copy shall be placed in the employee's personnel file.

27.04 No employee whose home position is in the bargaining unit shall be required to impose discipline on an employee in the bargaining unit.

27.05 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the employee's personnel file which the employee was not aware of at the time of filing or within a reasonable period thereafter.

27.06 The record of a disciplinary action and matters forming the basis of or raised during such disciplinary action shall not be referred to or used against an employee after a period of twenty-four **(24)** months following such an action.

## ARTICLE 28

### **Statement of Duties**

28.01 The Employer will continue to make available on its intranet site the current Security Officer job profile and the organization chart for Security and Facilities Services. In the event of a change to the Security Officer job profile, the Employer agrees to notify all 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 profile allotted by factor.

28.03 The Employer will consult with the Alliance through the Joint Consultation Committee in the event the Employer plans on amending the employee's job description.

## 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 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 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.

29.02 All performance-related discussions between the Employer and an employee shall be confidential and take place in private.

29.03 Upon request of an employee, the employee's personnel file shall be made available for examination in the presence of a representative of the Employer.

29.04 (a) The Employer shall continue the current practice of posting the template and the instructions with respect to the performance agreement on its Intranet site.

(b) If the template or the instructions are changed, the Employer will notify the Alliance Steward.

(c) If the Employer wishes to make changes to the performance agreement of an employee, the Employer shall arrange a meeting with the affected employee to discuss the proposed changes.

## ARTICLE 30

### **Health and Safety**

30.01 Employees have the right to work in a safe and healthy work environment.

30.02 In accordance with the *Canada Labour Code*, the Employer shall ensure that the health and safety of every employee is protected and that the workplace and workplace procedures meet prescribed safety standards.

30.03 The Employer has a responsibility to take appropriate measures, both preventive and corrective, to protect the health and safety of employees.

30.04 Employees are expected to take all reasonable precautions to ensure their own safety and health and that of co-workers or others affected by their work, by complying with prescribed work procedures and policies concerning health and safety and using appropriate safety materials, equipment, devices and clothing as required.

30.05 The Alliance in co-operation with the Employer shall encourage employees to work in a safe manner and shall promote healthy and safe working conditions.

30.06 The Employer and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters.

30.07 A member of the bargaining unit will be appointed by the Alliance to participate on the Policy Committee established in accordance with the *Canada Labour Code* to discuss health and safety issues.

30.08 A Joint Health and Safety Committee shall be established for Security Operations in accordance with the *Canada Labour Code*. The Committee shall consist of two (2) representatives of the Employer and two (2) representatives appointed by the Alliance.

30.09 The Joint Health and Safety Committee shall conduct such investigations as may be necessary to determine the circumstances surrounding work accidents, near-misses, and health hazards arising in the workplace.

30.10 (a) As per the provisions of the *Canada Labour Code* (ss. 128 and 129), an employee has the right to refuse to do particular work if there are reasonable grounds to believe that the performance of the work will endanger the health, safety or physical well-being of the employee or another employee.

(b) The parties recognize and acknowledge the limitations on the Employer's right to discipline an employee who exercises his or her rights under this provision as set out in the *Canada Labour Code* (s.147).

(c) The parties recognize and acknowledge the Pregnant and Nursing Employees provisions of the *Canada Labour Code* (s. 132).



30.11 The employee may not exercise the right of refusal referenced in subarticle 30.10 if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the danger that could justify the refusal is inherent in the role of security officer.

30.12 When the employee seeks, for frivolous reasons, to dishonestly take advantage of the right of refusal referenced in subarticle 30.10, the employee may be subject to disciplinary measures.

## ARTICLE 31

### **Joint Consultation**

31.01 (a) The Employer and the Alliance acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

(b) These discussions shall be conducted by the Joint Consultation Committee, which consists of two (2) Employer representatives and two (2) members of the bargaining unit appointed by the Alliance. At all times, either one of the parties can request the presence of an external adviser.

(c) The mandate and the terms of reference of the Joint Consultation Committee are set and approved by the members of the Joint Consultation Committee.

31.02 Consultation may take place for the purpose of providing information, discussing the application of policies, or to seek resolution of workplace issues, but it is expressly understood that no commitment may be made by either party on any subject that is not within their authority, nor shall any commitment made be construed as amending or adding to the terms of this Agreement.

31.03 The Joint Consultation Committee will meet every three (3) months, in September, December, March, and June. In addition, either party may request a consultation meeting, in writing, and such meeting will be held within two (2) weeks of the request. If no agenda is submitted by either one of the parties one (1) week before a meeting, the meeting will be cancelled.

31.04 The Employer and the Alliance agree that, where practicable, they shall reply in writing to each other's correspondence within ten (10) days of receipt.

## ARTICLE 32

### **Grievance and Arbitration Procedure**

#### **32.01 Complaint Stage**

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.

**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.

**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.

**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.

**32.05** Where a group of employees has a complaint based on the same or similar circumstances, the group should first discuss the complaint with the immediate supervisor before presenting a group grievance.

## 32.06 Definitions

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

## 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 or a delegate who shall hold a 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.

## 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 Department Chief or an authorized delegate of the Employer. The Employer must hold a 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.

32.09 An Alliance Representative may present a policy grievance in order to obtain a declaratory decision. A policy grievance shall be presented at the second level of the grievance procedure.

### 32.10 Referral to Arbitration

(a) When a grievance has not been resolved to the satisfaction of the Alliance at the second level, the Alliance may refer such grievance to arbitration within thirty (30) days of receipt of the second level reply, failing which, the grievance shall be considered to be abandoned.

(b) When the Alliance decides to refer a grievance to arbitration, it shall notify the Employer in writing of each referral to arbitration. The matter will normally be reviewed by a sole arbitrator, chosen by the parties or where the parties are unable to reach agreement, the appointment shall be made by the Minister of Labour.

### 32.11 Rights and responsibilities of Alliance Steward

An Alliance Steward shall not be prevented or impeded in any way in the performance of Alliance duties while investigating a complaint or representing employees in accordance with the provisions of this Article. When an Alliance Steward decides to investigate a complaint, the Steward shall obtain the supervisor's permission to leave the work area; such permission shall be granted within a reasonable period of time. The Alliance Steward shall be allowed a reasonable period of time in which to complete the investigation and the Steward shall report to the supervisor before resuming normal duties.

### 32.12 Time Limits

(a) A grievance may be submitted not later than the twenty-fifth (25th) day after the date on which the aggrieved employee, group of employees, the Alliance Steward or the Alliance, as applicable, was notified in writing or first became aware of the action or the circumstances giving rise to the grievance or policy grievance.

(b) A policy grievance may be presented by an authorized representative of the Alliance at any time.

32.13 (a) If the Alliance or the Alliance Steward fails to submit a grievance within the time limits stipulated in this Article, the grievance shall be deemed abandoned. If the Employer fails to reply to a grievance in writing within the time limits stipulated in this Article, the grievance may be referred to the next step.

(b) The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Employer and Alliance or the Alliance Steward.

(c) The Alliance may withdraw a grievance without prejudice at any time.

### 32.14 Notification of Decision

The Employer will forward to the Alliance Representative a copy of the Employer's decision at the second level at the same time the Employer's decision is conveyed to the employee(s) on whose behalf the grievance was filed.

### 32.15 No Threats or Intimidation

No person who is employed in a managerial capacity shall seek by intimidation, by the threat of discharge or by any other threat or inducement, or by any other means, to cause an employee to refrain from processing a grievance in accordance with provisions of this Article.

### 32.16 Employer Grievance

The Employer may submit a grievance which will be referred directly to the Second Level of the Grievance Procedure.

### 32.17 Authority of the Arbitrator

In all cases of discipline or discharge, the arbitrator shall have the authority to rescind or to reduce such discipline or discharge as seems just and reasonable in the circumstances.

### 32.18 Arbitration Decisions

In all arbitration cases, the arbitrator must hand down a written decision within sixty (60) days of the date of the hearing.

### 32.19 Arbitrator Fees

The Employer and the Alliance shall share equally the fees and expenses of the arbitrator.



## ARTICLE 33

### **Termination of Employment**

33.01 In accordance with the provisions of the *Canada Labour Code*, where the Employer terminates the employment of an employee who has completed twelve (12) consecutive months of employment, except where the termination is by way of dismissal for just cause, the Employer shall pay to the employee the greater of:

- (a) two (2) days wages at the employee's regular rate of wages for the employee's regular hours of work in respect of each completed year of employment, and
- (b) five (5) days wages at the employee's rate of wages for the employee's regular hours of work.

33.02 When a layoff is planned by the Employer, the Employer and the Alliance shall meet under Article 31 to discuss ways of assisting employees and minimizing the effects of the layoff.

## ARTICLE 34

### **Staffing**

34.01 The Employer agrees that the candidate selected for a bargaining unit position shall be the most competent available.

34.02 The selection criteria shall include the following elements: education, experience, language, knowledge, skills, and demonstrated abilities that are necessary having regard to the duties of the position.

34.03 The posting notice shall include:

- position title
- position grade
- job summary
- responsibilities
- screening criteria
- position requirements
- salary range
- expiry date of posting

The requirements indicated on the notice shall be pertinent to the position being filled.

#### 34.04 Filling of Vacant Regular Positions

(a) Where the Employer fills a vacant Regular Position, the Employer agrees to notify all employees by email of the vacant position. Where an employee is absent on vacation or for other reasons, the Employer will use alternative means of notifying the employee of the vacancy prior to filling the position.

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

34.05 All candidates will be advised of the result of the selection process no later than two (2) weeks after the successful candidate has accepted the position.

34.06 Any unsuccessful candidate who wishes to discuss the results of the selection process may meet with the hiring manager.

34.07 An unsuccessful candidate will have the right to grieve the selection decision.

34.08 (a) The Employer may establish an eligibility list for upcoming vacancies which shall be valid for a period of six (6) months. The Employer shall offer the positions to the candidates according to their ranking on the eligibility list. The Employer shall not unreasonably remove or bypass the name of an active candidate on the list.

(b) All candidates will be advised in writing, within one month of the selection process being completed, where they rank on the eligibility list.

34.09 (a) The Employer may staff Regular Positions with candidates from outside the bargaining unit when there are no internal candidates who meet the selection criteria. In such cases, the selection criteria will be at least equal to those used in the internal posting process.

(b) In the event the Employer maintains an eligibility list and an employee on the list accepts a term contract with the Employer, the employee will maintain the employee's ranking on the eligibility list.

34.10 (a) Where a vacancy needs to be filled on a temporary basis for a period of less than three (3) months, the Employer will endeavour to distribute the hours of the position on an equitable basis to available employees who normally and regularly do the work.

(b) An appointment for a period of less than three (3) months' duration can be excluded from the requirements of this Article and may be further extended beyond the three (3) months with agreement of the Alliance.

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(c) **All** appointments known from the initiation of the staffing action to be three (3) months or greater are subject to the requirements of this Article.

34.11 The parties agree to meaningful and constructive consultation in the preparation, implementation, and revision of the Employer's Employment Equity Plan.

## ARTICLE 35

### **Probation**

35.01 All new employees are required to serve a probation period of six (6) months which is 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 (9) months.

35.03 Feedback shall be provided to an employee on an ongoing basis during the probation period.

35.04 The Employer may terminate the employment of an employee during the probation period at the discretion of the Employer. No grievance may be filed with respect to termination of employment during a probation period save and except a grievance alleging that the termination was contrary to the *Canadian Human Rights Act*.

## ARTICLE 36

### **Registration and License Fees**

36.01 The Employer shall reimburse an employee for fees paid for registration and/or licences required for the employee's position.

## ARTICLE 37

### **Illegal Strikes**

37.01 There shall be no strikes or lockouts during the life of the agreement.



## ARTICLE 38

### **Technological Change**

38.01 “Technological change” means

(a) the introduction by the Employer of equipment or material of a different nature or kind than that previously utilized; and

(b) a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.

38.02 Before the Employer proposes to effect a technological change that is likely to affect the terms and conditions of employment of employee(s) in the bargaining unit, the Employer shall give notice of the technological change to the Alliance at least one hundred and twenty (120) calendar days’ prior to the date on which the technological change is to be effected.

38.03 The notice referred to in subarticle 38.02 shall be in writing and shall state:

(a) the nature of the technological change;

(b) the date on which the Employer proposes to effect the technological change;

(c) the approximate number and type of employees likely to be affected by the technological change;

(d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.

38.04 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 their position, the Employer shall make every reasonable effort to provide the necessary training during the employee's working hours and at no cost to the employee and before the implementation of the new system.

38.05 During the notice period described in subarticle 38.02, the Employer will meet with the Alliance to explain the technological change and discuss any effect it will have on employees, with a view to minimizing such effects.

## ARTICLE 39

### **Training and Tuition Reimbursement**

#### Employer-Initiated Training

39.01 (a) The Employer may ask employees to undertake training to help them in performing their duties. Employer-initiated training may include: on-the-job training; internal courses and coaching, self-learning materials; and external courses. The Employer shall make its best effort to ensure equitable access to training opportunities.

(b) Those courses that the Employer is aware of and is willing to provide to the employees shall be posted in an easily accessible area and sent to all employees via email.

39.02 The Employer will reimburse the employee for all Employer-initiated training costs including registration and reasonable travel, accommodation, and meals. The Employer shall reimburse for other expenses incurred by the Employee which the Employer may deem appropriate.

39.03 For Employer-initiated training, the Employer will authorize time off with pay to an employee required to write an examination during the employee's scheduled hours of work.

## 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, upon the successful completion of courses, up to a maximum of \$1,500 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.

## ARTICLE 40

### **Uniforms**

40.01 The Employer agrees to provide, at no cost to the employee, the clothing and equipment required in the course of their work.

40.02 The Employer agrees to make arrangements for the cleaning of uniforms and bullet proof vests at no cost to the employee.

40.03 The Employer agrees to make arrangements for the repair of clothing and equipment, as required. Such repairs shall be at no cost to the employee.

40.04 Should additional clothing or equipment be required during the life of the collective agreement to meet work requirements, the additional clothing or equipment shall be provided by the Employer.

# ARTICLE 41

## Legal Proceedings

41.01 If an action or proceeding is brought against any employee or former employee for an alleged tort committed by the employee in the performance of the employee's duties, then:

(a) The employee, upon being served with notice *of* the legal action shall immediately advise the Employer;

(b) The Employer shall pay any damages or costs awarded against the employee in the legal action provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of duty as an employee;

(c) The Employer shall pay any sum required to be paid by the employee in connection with the settlement *of* the legal action if such settlement is approved by the Employer, provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of duty as an employee;

(d) Upon the employee providing notice *of* the legal action, the Employer will appoint legal counsel and notify the Alliance. The Employer will accept full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

## ARTICLE 42

### **Security Monitoring**

42.01 For the purposes of this Article, security monitoring includes all forms of video, audio, access control, or computer technology used to ensure the physical security of the Bank.

42.02 The Alliance recognizes the legitimate need of the Employer to use security monitoring for the protection of the Bank and its employees.

42.03 The Employer recognizes its obligation to safeguard personal information and the rights of employees contained in the *Privacy Act*.

42.04 The Employer recognizes the need to limit access to security monitoring information to only those staff that require this information to perform their tasks.

42.05 In the event that the Employer implements a policy dealing with video surveillance, the Employer will consult with the Alliance before implementing such policy.



## ARTICLE 43

### **Agreement Re-opener**

43.01 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 of any amendment proposed and the parties shall meet and discuss such proposal not later than thirty (30) calendar days after receipt of such notice unless the parties agree to extend the time limit.

## ARTICLE 44

### **Duration**

44.01 This Agreement shall expire on 31 December 2011.

44.02 Unless otherwise expressly stipulated, the provisions of this Agreement shall become effective on the date it is ratified.

## Appendix A – Rates of Pay and Pay Notes

## 1) Short-Term Employees

Effective January 1, 2009

Grade	Minimum	Maximum
12	47,163	51,012
13	52,382	56,656

## Pay Notes

- (a) In 2010 and 2011 the salary increases shall be in accordance with those increases applicable to all Bank employees at Level 12 and 13 respectively.
- (b) In 2009, short-term employees not yet at the maximum of their job grade will receive a 4% re-earnable pay increase as an in-range adjustment upon renewal of their contract. If the difference between the employee's salary and the grade maximum is less than 4%, then that percentage difference will be applied.
- (c) For 2010 and 2011, short-term employees shall be entitled to the in-range adjustment applicable to all Bank employees at Level 12 or 13, respectively.
- (d) Upon successful completion of a competency test, short-term employees with at least twelve (12) months of employment may progress from Grade 12 to Grade 13.
- (e) Notwithstanding the above, the parties recognize and acknowledge that the Bank is currently undergoing a Total Compensation Review. The parties agree that in the event the ranges, in-range increases or Performance Bonus structure changes as a result, the parties will meet to discuss how the changes will affect the employees. While any such change to compensation will take effect once implemented by the Bank, under no circumstances will the employees' wages decrease during the term of this collective agreement.

## 2) Regular and Term Employees

Effective January 1, 2009

Grade	Minimum	Maximum	Rating	Re-earnable Pay +	Performance Bonus
13	52,382	56,656	Does not meet	0%	-
			Meets most	2%	-
			Fully meets	4%	-
			Exceeds most	4%	4%
			Fully exceeds	4%	8%

## Pay Notes

- (a) In 2009, re-earnable pay is payable as an in-range salary increase when salary is below the grade maximum and as a lump sum re-earnable payment when salary is at the grade maximum.
- (b) For regular and term employees, the performance bonus is always payable as a lump-sum payment regardless of salary position in the range.
- (c) Regular employees who become short-term employees will be placed at their job grade and position in the salary range.
- (d) In 2010 and 2011, the Re-earnable Pay and Performance Bonus increases shall be in accordance with those increases applicable to all Bank employees at Level 13.
- (e) Notwithstanding the above, the parties recognize and acknowledge that the Bank is currently undergoing a Total Compensation Review. The parties agree that in the event the ranges, in-range increases or Performance Bonus structure changes as a result, the parties will meet to discuss how the changes will affect the employees. While any such change to compensation will take effect once implemented by the Bank, under no circumstances will the employees' wages decrease during the term of this collective agreement.

## APPENDIX B

### **Memorandum of Understanding**

The Bank will continue for the term of the Collective Agreement the pension plan and all benefits plans, as amended from time to time, for all Bank employees.

The terms of this Memorandum of Understanding do not form part of the Collective Agreement.

## APPENDIX C

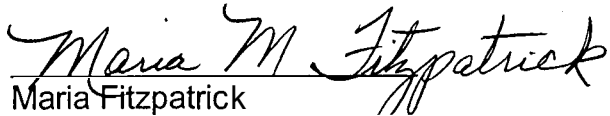
### **Memorandum of Understanding**

The Employer agrees to make available to the Alliance, during one quarterly staff meeting per calendar year, time in which it may provide training to its members on the provisions of the *Canada Labour Code*, Part II and any related provisions of the collective agreement.

The Alliance will provide sufficient notice regarding at which quarterly meeting it wishes to provide this training. Such training may *last* for up to *two* (2) hours.

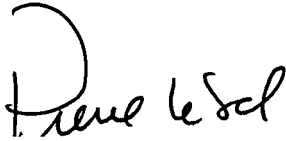
Signed on behalf of: / Signé au nom de:

**Public Service Alliance of Canada /  
Alliance de la Fonction publique du Canada**  
Local 71250 / Section locale 71250




Maria Fitzpatrick  
Regional Executive Vice-president - NCR  
Vice-présidente exécutive régionale - RCN

Date: January 20, 2010



Pierre Lebel  
Regional Representative  
Représentant régional

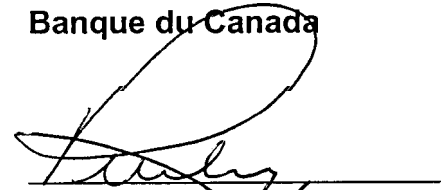
Date: 20 January 2010



Member / membre

Date: 22 Jan 2010

**Bank of Canada /  
Banque du Canada**



John Reinburg  
Director / Directeur  
Security and Facilities  
Services / Services de la  
sécurité et des installations

Date: Jan 12, 2010




Carol Feiner  
Employee Management  
Relations Officer /  
Agente des relations  
avec les employés et la direction

Date: January 12, 2010

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Patrick Godin  
Member / membre  
Date: \_\_\_\_\_



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Claude Poulin  
Member / membre  
Date: 22-01-10