

Proposed Changes to the Present Collective Agreement

Expiry date December 31 2016

between

The Public Service Alliance of Canada

and

Bank of Canada

Submitted on September 12, 2017

On behalf of PSAC Local 71250

This document represents bargaining proposals of the Public Service Alliance of Canada. These proposals are being submitted without prejudice to any future proposals, amendments and/or additions, and subject to any errors and/or omissions.

The Public Service Alliance of Canada reserves the right to introduce, amend, and withdraw its demands or to introduce counter proposals to the Employer's demands up to the date and time of signing of a tentative agreement. The introduction of new proposals may be based on new, current, or updated information, including but not limited to information provided by the employer as requested by the PSAC.

If neither party has a proposal on a specific clause, article, memorandum of settlement, or letter of understanding, that clause, article, memorandum of settlement, or letter of understanding shall be renewed.

PSAC will not engage in concessionary bargaining.

ARTICLE 6 – Work of the Bargaining Unit

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

ARTICLE 13 – Statutory and Floating Holidays

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. **The pay for the floating holiday shall be at an employee's regular rate of pay times (x) the number of hours the employee works in his/her regular shift.**

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 ~~seniority numerical position~~ **seniority** on the master schedule. If none of the employees on the master schedule agree to work on the statutory holiday, the Employer shall ask back-up employees to work the requisite hours. In the event no back-up employees accept to work on the statutory holiday, the employee scheduled to work shall be required to work unless the employee is on approved leave.

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) **or twelve (12)** hours' pay as a substitute holiday **with the number of hours pay based on the number of hours in the employee's regular shift;** or
- (b) be paid two (2) times the regular rate of pay for a normal eight (8) **or twelve (12)** hour work day as compensation for the holiday **with the number of hours pay based on the number of hours in the employee's regular shift.**

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) **or twelve (12)** hours' pay as a substitute holiday **with the number of hours pay based on the number of hours in the employee's regular shift;** 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) **or twelve (12)** hour work day holiday

with the number of hours pay based on the number of hours in the employee's regular shift.

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.~~

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) **four (4)** guaranteed hours at a rate of pay in accordance with this Article.

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.

Overtime shall be offered by seniority to employees across the bargaining unit.

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 (\$2.00) **four (\$4.00)** dollars per hour for all hours worked outside the core hours.

ARTICLE 34 – Staffing

Minimum staffing:

**Days: East tower (4) West tower (5) B1/CB (6)
Control room (3)
OSC (3)**

Currency Museum (2)

**Nights: East tower (2)
Control room (2)
OSC (2)**

Surveillance Officers (3)

NEW ARTICLE – Seniority, Layoff and Recall

Seniority

Employees hired prior to this article taking effect shall have their seniority calculated based on their date of hire at the Bank of Canada. Seniority of an employee new to the bargaining unit after this article takes effect shall have their seniority based on the date of entry into the bargaining unit.

When two or more employees have identical seniority dates, their relative seniority shall be determined drawing names out of a hat.

The employer shall provide the local union with a current seniority list every four months. The seniority list shall be posted by the employer in each work site/post.

An employee who believes that she/he is improperly placed on the seniority list shall endeavour to correct the improper placement with the Employer. If the issue is not resolved to the employee's satisfaction within 45 days of the posting, the employee has a right to file a grievance in accordance with the grievance procedure in this agreement.

An employee who leaves the bargaining unit to take a position with the Bank of Canada may return to the bargaining unit within twelve months without any loss of seniority. Seniority shall not continue to accumulate after an employee has been out of the bargaining unit for more than three months.

Layoff and Recall

The employer agrees to keep the Union, in writing, informed 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.

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

If there are no vacancies the effected employee shall have the option of accepting the permanent lay-off, bumping the most junior employee in the bargaining unit, or going on a recall list for a period of twenty-four months. An employee on the recall list shall have first opportunity to fill any new vacancies or newly created positions before these positions are filled through job postings or new hires. Recall from lay-off shall be accomplished on a seniority basis, the most senior employee on lay-off being offered the opportunity of recall first.

NEW ARTICLE - Social Justice Fund

The Employer shall contribute one cent (1¢) per hour per employee to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

RESERVE

Duration and Monetary

RESERVE

Article 16 Maternity and Parental Leave

RESERVE

Article 21 Hours of Work

Work schedules

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