

AGREEMENT

between

THE ROYAL CANADIAN MINT

and

**THE PUBLIC SERVICE ALLIANCE
OF CANADA**

expires December 31, 2001

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ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Alliance, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees of the Mint. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) “Alliance” means the Public Service Alliance of Canada;
 - (b) “Allowance” means compensation payable for the performance of special or additional duties, including but not restricted to acting pay at a higher level, meal allowances, or taxi allowances;
 - (c) “Component” means the Supply and Services Union of the Public Service Alliance of Canada;
 - (d) “Continuous employment” unless otherwise stated in this Agreement means:
 - (i) For the purpose of determining paid leave entitlement, continuous employment includes uninterrupted service in the Canadian Forces, the Royal Canadian Mounted Police, other Crown Corporations or the Federal Public Service. The foregoing is effective only if the employee elected to count such service as pensionable service pursuant to Section 25 of the Public Service Superannuation Act. For purposes of determining severance pay entitlements, continuous employment includes a minimum of 10 years of uninterrupted service. including

service with employers that have reciprocal transfer agreements with the Public Service;

- (ii) uninterrupted employment -in the Royal Canadian Mint will include all service in any of the aforementioned providing there is no break in service of more than three (3) calendar months. Where an employee has been laid off in excess of three (3) months and recalled under the provision of Clause 37.11 his continuous employment shall include his service prior to lay-off;

(Month — means from a given date up to but not including the corresponding date in the next following month, e.g. January 20 to February 19 inclusive.)

- (iii) with reference to an employee who was subject to the Public Service Terms and Conditions of Employment Regulations and becomes subject to the Collective Agreement, his prior employment in the Public Service shall, subject to Sections 3 and 4 of the Public Service Terms and Conditions of Employment Regulations, constitute continuous employment;

(e) “Daily rate of pay” means:

- (i) in the case of an employee who is paid by the hour, the employee’s hourly rate of pay times his normal number of hours of work per day; and
- (ii) in the case of an employee who is paid an annual salary, his annual rate of pay divided by 260.88;

(f) “Day of rest” in relation to an employee means a day, other than a holiday, on which that employee is not ordinarily required to perform the duties of his position other than by reason of his being on leave of absence;

(g) “Employee” means a person of either sex who is a member of the bargaining unit as defined in Article 7;

(h) “Employer” means the Royal Canadian Mint;

(i) “Grand-fathered employee” means for the purposes of Article 22, an employee who was a full-time employee and member of the bargaining unit on April 19, 1999 who will retain their normal work week of Monday to Friday and Saturday and Sunday as their days of rest.

- (j) “Holiday” means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a paid holiday in this Agreement;
- (k) “Lay-off” means the termination of employment of an employee because of lack of work or because of the discontinuance of a function;
- (l) “Leave of absence” means permission to be absent from duty;
- (m) “Leave year” for the purpose of calculating and granting vacation leave, the leave year shall be January 1 to December 31;
- (n) “Locals” means the National Capital Local (70024) and the Winnipeg Local (50057) of the Supply and Services Union;
- (o) “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, and shall not include any initiation fee, insurance premium or special levy;
- (p) “Probationary period” means the first ninety (90) worked days in which the employee is in full-time attendance at the Royal Canadian Mint except for employees who have been promoted or changed jobs during this initial period. Such employees will be required to serve a trial period equivalent to the greater of sixty-five (65) worked days or the number of worked days remaining in their probationary period at the time of promotion or change of jobs.

On completion of his probationary period, the employee shall be placed on the service list and shall be credited with service retroactive to ninety (90) worked days from the date of completion of his probationary period. In the case of employees who have been promoted or changed jobs during their probationary period, they shall be credited retroactively, on the successful completion of their trial period, with service equal to the total number of worked days since their initial appointment. In the event that an employee is deemed to be unsuitable for the position into which he was promoted or changed to, he will be considered to be rejected on probation.

Grievances shall not be presented in connection with the discharge or lay-off of probationary employees, unless the discharge or lay-off is rightfully claimed to be a discrimination for union activity;

- (q) “Trial period” means the amount of time referred to in Articles 37.09 and 37.18;
- (r) “Weekly rate of pay” means an employee’s daily rate of pay multiplied by five (5);

(s) “Worked days” means a period during which the employee is in full-time attendance at the Mint. Lay-offs and **authorized** or **unauthorized** leave of absence from the Mint shall not be considered as worked days.

2.02 Except as otherwise provided for in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code, have the same meaning as given to them in that Code.

ARTICLE 3

APPLICATION

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

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

ARTICLE 4

PROVISION OF LAW, DIRECTION AND REGULATIONS

4.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instructions, directions or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada.

ARTICLE 5

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

5.01 In the event that any law passed by Parliament, which would apply to employees of the Royal Canadian Mint covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.

ARTICLE 6

MANAGEMENT RIGHTS

6.01 Except as provided herein, the Employer shall continue to have all rights, power and authority to manage its operation and activities, and to direct the work force.

ARTICLE 7

RECOGNITION

7.01 The Mint recognizes the Alliance as the sole bargaining agent for all its employees in the National Capital Region and the Winnipeg Region, save and except those identified in the certificates issued by the Canada Labour Relations Board on January 2nd and 18th, 1990.

7.02 In the event that the Mint creates a new position (which did not exist on the signing of this Agreement), it undertakes to inform the Union of the creation of this new position and whether such position is to be recognized as being part of the bargaining unit. Upon a written request from the Union to this effect, the Mint shall meet with the Union in order to discuss the inclusion or exclusion of this position in the bargaining unit.

7.03 In the event that the parties fail to agree on whether such position shall be included or excluded, either party may refer the case to the Canada Labour Relations Board for decision.

ARTICLE 8

UNION REPRESENTATIVES

8.01 (a) The Employer acknowledges the right of the Alliance to appoint the following number of location stewards per shift in each of the following areas within each location.

**OTTAWA
(Locations)**

Ottawa Plant —

Production (Production, Shipping/Vault)	3 (three)
Refinery	1 (one)
Technical Services	3 (three)
<i>(Die Production, Machine Shop, Electrical Shop)</i>	

Assay	1 (one)
Engraving	1 (one)

Head Office —

Administration Services	1 (one)
Direct Marketing	1 (one)
Marketing, Sales and Communications	1 (one)
Information Technology	1 (one)

WINNIPEG

Winnipeg Plant —

Production	1 (one)
Technical Services	2 (two)
<i>(Die Production, Machine Shop)</i>	
Administration Services	1 (one)
Quality Assurance	1 (one)
Plating Plant.....	1 (one)

(b) Whenever there are more than 75 employees on a given shift in one (1) of the areas described in 8.01 (a), one (1) additional area steward may be appointed.

8.02 It is recognized that the above total does not include the President, the two (2) Vice-Presidents, the Secretary, the Treasurer, and the Chief Shop Steward of the locals as defined in 2.01 (n).

ARTICLE 9

TIME OFF FOR UNION EXECUTIVES

9.01 A union executive or steward shall obtain the permission of his immediate supervisor before leaving his work to investigate a complaint or grievance within his area of jurisdiction or to meet with local management for the purpose of dealing with complaints or grievances. Any such permission required shall not be unreasonably withheld.

Time off for Alliance Business

9.02 Arbitration Board and Conciliation Board Hearings:

(a) The Employer will grant leave with pay to one (1) employee representing the Alliance before an Arbitration Board or Conciliation Board. Where operational requirements permit, the Employer will grant leave without pay to any additional employee representing the Alliance before an Arbitration Board or Conciliation Board;

- (b) The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or Conciliation Board and leave with pay to one (1) employee called as a witness by the Alliance. Where operational requirements permit, all additional employees called as witnesses by the Alliance shall be granted leave without pay.

Rights Arbitration Board

- 9.03 (a) The Employer will grant leave with pay to an employee who is a party to the grievance which is before a Board of Arbitration;
- (b) The Employer will grant leave without pay to one (1) employee who acts as representative of an employee who is a party;
- (c) The Employer will grant leave with pay to one (1) employee called as a witness by an employee who is a party. Where operational requirements permit, the Employer will grant leave without pay to any additional employee called as a witness by an employee who is a party.

Meetings during the Grievance Procedure

- 9.04 When an employee and his representative are involved in the process of his grievance, he and his representative shall be granted the necessary time off from work with pay to attend the hearings at the various steps of the grievance procedure. These hearings, after step one, will be held at such times as are mutually agreeable to the parties, and should not be heard on any shift other than the day shift.

Contract Negotiation Meetings

- 9.05 The Employer will grant leave with pay to one (1) employee from each region for the purpose of attending contract negotiation meetings on behalf of the Alliance as well as leave without pay for two (2) additional employees to attend such meetings.

Preparatory Contract Negotiation Meetings

- 9.06 Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory negotiation meetings.

Meetings Between Employee Organizations and Management

- 9.07 The Employer will grant leave with pay to a reasonable number of members of the bargaining unit required to attend meetings called by, or scheduled with and accepted by, Management on matters other than grievances.

Employee Organization Executive Council Meetings, Congress and Conventions

- 9.08 The Employer will grant leave without pay to a reasonable number of employees to attend executive council meetings and conventions of the Component, the Alliance and the Canadian Labour Congress.

Union Training Courses

9.09 The Employer will grant leave without pay to an employee who exercises the authority of a Steward or Union executive, on behalf of the local, to undertake training related to the duties of his position.

President of the Local

9.10 The President of each Mint local will be permitted to spend one (1) hour each working day with pay from 12:30 p.m. to 1:30 p.m., or at any other time which may previously be agreed upon between Management and the local, to conduct union business. Permission from the Director or his authorized representative shall be obtained to extend this time limit,

However, the President may delegate another member of the Local Executive for the hour mentioned above provided that the Manager of such delegate is advised of this replacement as soon as possible, and in any event no later than 10:00 a.m. on the day of this replacement.

Employee Orientation Program

9.11 The Employer will maintain an Employee Orientation Program which will include information sessions to initiate new employees to the Royal Canadian Mint. During these sessions the bargaining agent or the delegated Local Union representative will be given a dedicated segment to explain the union's role in administering the collective agreement.

ARTICLE 10

UNION SECURITY — DUES

10.01 The Employer shall, as a condition of employment, deduct an amount equal to the membership dues from the monthly pay of all employees in the bargaining unit.

10.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee in the bargaining unit.

10.03 New employees shall, as a condition of employment, be or become members of the Alliance within fifteen (15) days of their engagement and shall, as a condition of employment, maintain their membership thereafter.

10.04 For the purposes of applying Clauses 10.01 and 10.03, deductions from pay for each employee in respect of each month shall commence with the first full month of employment to the extent that earnings are available.

10.05 The amount deducted in accordance with this Article shall be remitted to the Comptroller of the Alliance in the month following their deduction and shall be

accompanied by particulars identifying each employee and the deductions made on his behalf.

- 10.06 The Employer agrees to continue its current practice of making deductions for other purposes on the basis of production of appropriate documentation, for example Alliance Group Insurance.
- 10.07 An employee who satisfies the Employer to the extent that he declares in an affidavit that he is a member of a religious **organization** whose doctrine prevents him as a matter of conscience from making financial contributions to an employee **organization** and that he will make contributions to a charitable **organization** equal to dues shall not be subject to this Article.
- 10.08 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.

ARTICLE 11

VESTED RIGHTS

- 11.01 When an employee benefit or condition of employment is not specifically provided for in this Agreement, but was in effect (in writing) immediately before the signing of this Agreement, such employee benefit or condition of employment will not be reduced or otherwise altered to the disadvantage of the employee except by written agreement between the Royal Canadian Mint and the Public Service Alliance of Canada. Notwithstanding the foregoing, any change in terms and conditions of employment required by law shall be implemented by the Mint with notice to the Alliance of such change. Moreover, all and any agreement between individual employees and Management shall not be covered by, or subject to the application of the present Article.

ARTICLE 12

INFORMATION

- 12.01 The Employer agrees to supply the Alliance with the name, area and position of each new employee within fifteen (15) days of his engagement.
- 12.02 The Employer shall make every reasonable effort to provide all employees with a copy of this collective agreement within 90 days of the date of the signing of this Agreement.
- 12.03 The Employer shall provide the Alliance with a copy of all Mint personnel directives that are posted on the notice boards for the information or direction of the employees.

ARTICLE 13

PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES

- 13.01 The Employer shall provide bulletin board space in each Mint clearly identified for Alliance use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs. To be posted, such notices shall have been previously initialled by an **authorized** Union representative.
- 13.02 The Employer shall make available to the Locals a location on the premises for the placement of bulk quantities of literature of the Local, Component or Alliance.
- 13.03 The Employer shall make available to the Locals a meeting place to be used from time to time for the conducting of business relating to the bargaining unit by the local executive.
- 13.04 The Employer shall deliver incoming union mail through the Employer's internal mail system.
- 13.05 The Employer shall provide suitable office space for the Local Union to conduct its official business.
- 13.06 Photocopying machines and fax machines may be used for Union business

ARTICLE 14

RESTRICTION ON OUTSIDE EMPLOYMENT

- 14.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest or hours of employment which could adversely affect an employee's productivity, employees shall not be restricted in engaging in other employment outside regularly scheduled working hours.

ARTICLE 15

LEAVE — GENERAL

- 15.01 When the employment of an employee who has been granted more vacation, sick leave or special leave with pay than he has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him provided that:
- (a) an employee's employment is terminated by his death; or

- (b) an employee's employment is terminated by lay-off instituted any time after he has had one (1) year or more of service.
- 15.02 When an employee who is in receipt of acting pay is granted leave with pay, he is entitled during his period of leave to receive the allowance if the special or extra duties in respect of which he is paid the allowance were assigned to him on a continuing basis for a period of one (1) or more months prior to the period of leave.
- 15.03 Leave balances (special leave, sick leave and vacation leave) will be updated in the Leave and Attendance System at least every two months.
- 15.04 If at the end of a leave year an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased as follows:
 - (a) to a half (1/2) day if the fractional entitlement is less than one-half (1/2) day;
 - (b) to a full day if the fractional entitlement is more than one-half (1/2) day.
- 15.05 The credit or debit balance of all sick, vacation or special leave as reflected on an employee's leave card on December 31 shall be carried forward to January 1.

ARTICLE 16

VACATION LEAVE

Accumulation of Vacation Leave

- 16.01 An employee who has earned at least ten (10) days' pay for each calendar month shall earn vacation leave as follows:
 - (a) five-sixths (5/6) of a day per month until the month in which the anniversary of his first year of continuous employment occurs (maximum two (2) weeks);
 - (b) one and one quarter (1 -1/4) days per month commencing with the month in which his first (1st) anniversary of continuous employment occurs (maximum three (3) weeks);
 - (c) one and two-thirds (1-2/3) days per month commencing with the month in which his eighth (8th) anniversary of continuous employment occurs (maximum four (4) weeks);

- (d) two and one-twelfth (2-1/12) days per month commencing with the month in which his eighteenth (18th) anniversary of continuous employment occurs (maximum five (5) weeks);
- (e) two and one-half (2-1/2) days per month commencing with the month in which his twenty-fifth (25th) anniversary of continuous employment occurs (maximum six (6) weeks).

16.02 An employee who has not received at least ten (10) days' pay for each calendar month will earn vacation leave at one-twelfth (1/12) of the rate referred to in Clause 16.01 for each calendar month for which he receives at least ten (10) days' pay. All leave granted under the provisions of Article 9 hereof, will be considered as paid days for the purpose of calculations under this Clause 16.02.

Granting of Vacation Leave

16.03 In granting vacation leave with pay to an employee, the Employer shall, subject to the operational requirements of the Mint, make every reasonable effort:

- (a) not to recall an employee to duty after he has proceeded on vacation leave;
- (b)
 - (i) to grant an employee who earns two (2) weeks vacation leave at least one (1) week;
 - (ii) to grant an employee who earns three (3) weeks vacation leave at least two (2) consecutive weeks;
 - (iii) to grant an employee who earns four (4) weeks vacation leave at least three (3) consecutive weeks;
 - (iv) to grant an employee who earns five (5) or six (6) weeks vacation leave at least four (4) consecutive weeks;
- (c) to comply with any request made in writing by an employee, in exceptional circumstances, that he be permitted to use in the following year the vacation leave earned by him in the current year only. Except in the case of the exceptional circumstances mentioned above, and for the amount of vacation leave mentioned above, employees shall take all of their vacation leave during the leave year in which it is earned;
- (d) to grant the employee his vacation leave when specified by the employee if:
 - (i) the period of vacation leave requested is less than a week; and
 - (ii) the employee gives the Employer at least two (2) days advance notice for any period of less than a week of vacation leave requested.
- (e) The Employer undertakes to inform the employee within twenty-four (24) hours after his written request has been received whether the period of vacation leave requested has been approved or not. In the event that the request is received on a

Friday, the Employer will render his decision not later than the end of the day shift on the following Monday.

- 16.04 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in Clause 16.03.
- 16.05 An employee earns but is not entitled to receive vacation leave with pay during his first six (6) months of continuous employment.
- 16.06 Where, in respect of any period of vacation leave, an employee:
- (a) is granted bereavement leave; or
 - (b) is granted special leave with pay because of illness in the immediate family; or
 - (c) is granted sick leave on production of a medical certificate;
 - (d) is required:
 - (i) to serve on a jury; or
 - (ii) by subpoena or summons to attend as a witness in any proceeding held:
 - in or under the authority of a court of justice or before a jury;
 - before a court, judge, justice, magistrate, or coroner;
 - before the Senate or House of Commons of Canada, or a Committee of the Senate or the House of Commons, otherwise than in the performance of the duties of his position;
 - before a Legislative Council, Legislative Assembly or House of Assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or,
 - before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it;

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

- 16.07 (a) An employee who intends to take vacation leave during the months of June, July, August or September shall apply in writing for the period of vacation leave requested by the 15th of April of that year;
- (b) Where it is impossible due to operational requirements to grant all employees leave for the periods that they have requested as a result of (a) above, the

Employer shall grant preference to those employees having the most continuous Mint service;

- (c) The Employer shall inform the employees in writing no later than the 30th of April if the period of vacation leave requested has been denied. The reason for the denial of the leave shall also be provided in writing by the 30th of April.

Recall from Vacation Leave

16.08 When during any period of vacation leave an employee is recalled to duty, he shall be reimbursed for reasonable expenses that he incurs:

- (a) in proceeding to his place of duty;
- (b) in respect of any non-refundable deposits or pre-arrangements associated with his vacation;
- (c) in returning to the place from which he was recalled if and when he resumes his vacation at some later date.

16.09 The employee shall not be considered as being on vacation leave during any period in respect of which he is entitled under Clause 16.08 to be reimbursed for reasonable expenses incurred by him.

Leave When Employment Terminates

16.10 When an employee dies or otherwise terminates his employment after a period of continuous employment of less than six (6) months, he or his estate shall, in lieu of earned vacation leave, be paid an amount equal to four (4) per cent of his total earnings during his period of employment.

16.11 Subject to Clause 16.12, when an employee who has completed more than six (6) months of continuous employment is about to terminate his employment, the Employer shall grant the employee any vacation leave earned but not used by him before the employment is terminated.

16.12 When the employment of an employee who has completed more than six (6) months of continuous employment is terminated by reason of:

- (a) death,
- (b) discharge, or
- (c) a declaration that he has abandoned his position,

the employee or his estate shall, in lieu of earned but unused vacation leave, be paid an amount equal to the product obtained by multiplying the number of days of earned but

unused vacation leave by the daily rate of pay applicable to the employee immediately prior to the termination of his employment.

Shut Down

16.13 The Mint has the right to shut down the plant for two (2) weeks, or not more than three (3) weeks, or reduce production in certain areas for a period of not longer than six (6) weeks during the months of July and August, when the majority of annual leave will be taken.

Advance Payments

16.14 Upon request, pay cheques shall be remitted to employees prior to their departure on annual leave provided, however, that such pay cheques are available at the Mint at such time, Confirmation from the employee's supervisor regarding his departure on annual leave will be required.

ARTICLE 17

DESIGNATED PAID HOLIDAYS

17.01 Subject to Clause 17.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council for celebration of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,

- (k) one (1) additional day in each year that, in the opinion of the Employer, is **recognized** to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is **recognized** as a provincial or civic holiday, the first Monday in August,
- (l) any additional day when proclaimed by an Act of Parliament of the Government of Canada as a National paid holiday.

17.02 No employee is entitled to be paid for a designated paid holiday on which he does not work when he is not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the designated paid holiday. All leave granted under the provisions of Article 9 hereof, will be considered as paid days for the purpose of calculations under this Clause 17.02.

Holiday Falling on a Day of Rest

17.03 When a day designated as a holiday under Clause 17.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest, except in the case of 17.01 (k) where the holiday may be moved to the employee's work day preceding his day of rest.

17.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 17.03:

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

17.05 Except as otherwise provided in Clause 17.06 where an employee works on a holiday as designated in Clause 17.01, he shall be paid, in addition to the pay that he would have been granted had he not worked on the holiday, compensation for all hours worked by him on the holiday at two (2) times the rate of his hourly rate of pay.

17.06 Where an employee is employed in a continuous operation which does not shut down on a holiday, and he works on that holiday:

- (a) he shall be paid compensation at the rate of two and one-half (2-1/2) times the rate of his hourly rate of pay for all hours worked by him on the holiday; or
- (b) upon request, and with the approval of the Employer, he shall be granted:
 - (i) a day of leave with pay at a later date in lieu of the holiday; and
 - (ii) pay at one and one-half (1-1/2) times his hourly rate of pay for all hours worked by him on the holiday;

- (c) Lieu days requested shall be granted at times which are mutually satisfactory to the Employer and the employee. The Employer shall not unreasonably withhold his approval to the granting of lieu days in accordance with the employee's preference and shall give special consideration to requests for lieu days to be taken contiguously to annual leave.

17.07 Where a day that is designated as a holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

ARTICLE 18

SPECIAL LEAVE

Credits

18.01 An employee shall earn special leave credits up to a maximum of twenty-five (25) days at the following rates:

- (a) one-half (1/2) day for each calendar month in which he received pay for at least ten (10) days; or
- (b) one-quarter (1/4) day for each calendar month in which he received pay for less than ten (10) days.

As credits are used, they may continue to be earned up to the maximum.

Marriage Leave

18.02 After the completion of one year's continuous employment in the Royal Canadian Mint, an employee who has the credits available and who gives the Employer at least five (5) days' notice, shall be granted special leave with pay to the extent of his credits, but not more than five (5) days, for the purpose of getting married.

Bereavement Leave

18.03 For the purpose of this Clause and Clause 18.05, immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, employee's grandparents, spouse's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) Where a member of his immediate family dies, an employee shall be entitled to bereavement leave for a period of up to four (4) consecutive calendar days not extending beyond the day of the funeral. During such period he shall be granted special leave with pay for those days which are not his regularly scheduled days

of rest. In addition, he may be granted up to three (3) days special leave for the purpose of travel;

- (b) At the request of the employee, bereavement leave may be extended beyond the day following the day of the funeral but the total number of days granted must not be greater than those provided above, and must include the day of the funeral;
- (c) If, during a period of paid vacation leave, an employee is bereaved in circumstances under which he would have been eligible for bereavement leave under paragraphs (a), (b) or (c) of this Clause, he shall be granted bereavement leave and his vacation leave credits shall be restored to the extent of the concurrent bereavement leave granted;
- (d) An employee is entitled to special leave with pay up to a maximum of one (1) day to act as an active pall-bearer at a funeral. This clause is not intended to permit commercial activity.

Leave for Birth or Adoption of Child

- 18.04 (a) An employee shall be granted leave with pay up to a maximum of two (2) days for the birth of his/her child. Such leave may be granted on the day before, the day of, or the day after the birth of the child or on the day of admission to, or discharge from the hospital providing either or both of these events occur on a working day;
- (b) An employee shall be granted leave with pay up to a maximum of one (1) day for the adoption of a child. Such leave may be granted in two half-days at the request of the employee.

Leave for Other Reasons

18.05 At the discretion of the Employer, special leave with pay may be granted:

- (a) when circumstances not directly attributable to the employee, including but not limited to family-related responsibilities (family as defined in Clause 18.03), prevent the employee from reporting for duty; and
- (b) when leave granted in accordance with (a) above is required for a period of less than one-half (1/2) day, employees will be permitted to convert half (1/2) day periods of special leave equivalent to four (4) hours, for use an hour at a time.

Application for special leave form A/PF/32 will be submitted through the usual channels and only applications for even hours will be accepted. Unused hours will be carried forward to the next leave year automatically.

Advance of Credits

18.06 Where an employee with a minimum of six (6) months service (including his probationary service) has insufficient or no credits to cover the granting of special leave within the meaning of Clause 18.03, Clause 18.04 and Clause 18.05, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advanced leave from any special leave credits subsequently earned. Any such advance of special leave credits must be completely repaid before additional advance leave will be considered.

ARTICLE 19

SICK LEAVE

Credits

19.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1-1/4) days for each calendar month for which he receives pay for at least ten (10) days.

Granting of Sick Leave

19.02 An employee is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury provided that:

- (a) he satisfied the Employer of this condition in such manner and at such time as may be determined by the Employer;
- (b) he has the necessary sick leave credits; and,
- (c) he applied by using the prescribed form for this leave within three (3) working days of the date he returns to duty.

19.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that due to an illness or injury he was unable to perform his duties shall, when delivered to the Employer, be considered as meeting the requirements of Clause 19.02 (a):

- (a) if the period of leave requested does not exceed three (3) days; and,
- (b) if in the current leave year the employee has not been granted more than seven (7) days sick leave wholly on the basis of statements signed by him;
- (c) There shall be no charge against an employee's sick leave credits if he has been on duty at least two (2) hours into the second half of his shift and is unable to continue to perform his duties because of an emergency illness;

- (d) There shall be a charge of one-half (1/2) day only against an employee's sick leave credit if he has been on duty at least two (2) hours into the first half of his shift and is unable to continue to perform his duties because of an emergency illness.

- 19.04 When, during a leave year, an employee has been granted sick leave totalling seven (7) days for which he has not been required to produce a certificate from a medical practitioner, the Employer may require the employee to produce such a certificate before **authorizing** any additional sick leave during the same leave year.

- 19.05
 - (a) Where leave of absence without pay is **authorized** for any reason, and the employee returns to work upon the expiration of such leave of absence, he shall retain any unused sick leave existing at the time of commencement of leave without pay;

 - (b) Where an employee is laid off because of lack of work, and the employee is recalled, providing the lay-off does not extend beyond the applicable recall period as outlined in Article 37.11 (a), he shall retain any unused sick leave existing at the time of lay-off.

- 19.06 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of Clause 19.02, sick leave with pay may be granted at the discretion of the Employer:
 - (a) for a period of twenty-five (25) days if he is awaiting a decision on an application for injury-on-duty leave; or

 - (b) for a period of up to fifteen (15) days if he has not submitted an application for injury-on-duty leave;

 - (c) Any such advance of sick leave referred to in (b) above must be covered by an **authorized** medical certificate. If the first application does not request the maximum of fifteen (15) days, then a further application will be considered providing it and the first request do not exceed a total of fifteen (15) days. No further application for advance sick leave will be considered after the second such application, or after a maximum of fifteen (15) days has been granted until the amount so granted has been repaid in full;

 - (d) If the employee dies before **authorized** unearned sick leave has been repaid, no recovery shall be made from the employee's estate.

- 19.07 A record of all unused sick leave credits shall be kept by the Employer.

- 19.08 There shall be no charge against an employee's sick leave credits for time lost due to the quarantine of an employee, as certified by a qualified medical practitioner. In such cases the employee shall be granted special leave with pay.
- 19.09 An employee is not eligible for sick leave with pay for any period during which he is on leave of absence without pay or under suspension.
- 19.10 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

Medical and Dental Appointments

- 19.11 Each employee may use sick leave credits in increments of one half hour for medical and dental appointments. Applications for sick leave will be submitted through the usual channels. Unused hours will be carried to the next leave year automatically.

ARTICLE 20

OTHER TYPES OF LEAVE

Court Leave

- 20.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:
- (a) to serve on a jury; or
 - (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before The Senate or House of Commons of Canada, or a committee of the Senate or the House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or,
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Injury-on-Duty Leave

- 20.02 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Mint where it is determined by provincial Workplace

Safety and Insurance Board/Workers' Compensation Board that he is unable to perform his duties because of:

- (a) personal injury accidentally received in the performance of his duties, and not caused by the employee's **willful** misconduct;
 - (b) sickness resulting from the nature of his employment; or
 - (c) over-exposure to radioactivity or other hazardous conditions in the course of his employment, if the employee agrees to pay to the Employer any amount received by him for loss of income in settlement of any claim he may have in respect of such injury, sickness or exposure.
- 20.03 (a) The Employer may grant injury-on-duty leave to an employee notwithstanding that the provincial Workplace Safety and Insurance Board/Workers' Compensation Board has rejected the claim of the employee;
- (b) Where the absence as a result of injury-on-duty is less than the applicable provincial Workplace Safety and Insurance Board/Workers' Compensation Board waiting period, an employee may be granted injury-on-duty leave during the applicable waiting period providing the employee satisfies the Mint that he was unable to perform his duties.

Maternity and Child Care Leave

20.04 Every employee who has completed six months of continuous service with the Mint is entitled to and shall be granted a leave of absence from employment for the purpose of maternity and child care leave in the following manner:

- (a) **Maternity Leave**
Where an employee provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant, that employee is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement;
- (b) **Child Care Leave**
Subject to subsection (d), where an employee has or will have the actual care and custody of a new-born child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks within the fifty-two (52) week period beginning on the day the child is born or the day the child comes into the employee's care;
- (c) Subject to subsection (d), where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws

of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks within the fifty-two (52) week period beginning on the day the child comes into the employee's care;

(d) **Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by two (2) employees under 20.04 (b) or (c) in respect of the birth or adoption of any one child shall not exceed twenty-four (24) weeks;

(e) Every employee who intends to take a leave of absence from employment under section 20.04 shall:

- give at least four (4) weeks notice in writing to the employer unless there is a valid reason why such notice cannot be given; and
- inform the employer in writing of the length of leave intended to be taken;

(f) Every employee who intends to take or is on leave of absence from employment under section 20.04 shall give at least four (4) weeks notice in writing to the Employer of any change in the length of leave intended to be taken unless there is a valid reason why such notice cannot be given;

(g) An employee requesting leave under the provisions of this clause will be provided with a copy of the Section under Part III of the Canada Labour Code pertaining to Reassignment, Maternity Leave and Parental Leave;

(h) **Maternity Leave Allowance Eligibility**

(1) After completion of twelve (12) months continuous employment, an employee who provides the Employer with proof that she has applied and is in receipt of employment insurance benefits pursuant to the Employment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan;

(2) An applicant under clause (h) (1) shall sign an agreement with the Employer, providing:

- that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;
- that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent or unless the employee is then entitled to another leave provided for in this collective agreement;

(3) Should the employee fail to return to work as per the provisions of clause (h) (2) the employee **recognizes** that she is indebted to the Employer for the amount received as maternity leave allowance;

(i) Rate of Allowance

In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit (SUB) Plan will consist of the following:

- (1) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of her weekly wage; and
- (2) up to fifteen (15) additional weeks payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly wage;
- (3) The weekly wage referred to in clause (i) (1) and (2) above shall be the employee's rate of pay set out in Appendix A converted to a daily rate as per the provisions of Article 2.01 (e) and multiplied by the normal weekly days of work prescribed for that employee;
- (4) Where an employee becomes eligible for an annual increment or economic adjustment during the period of maternity leave, payments under clause (i) (1) or (2) shall be adjusted accordingly.

- (j) Employees shall have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

Other Leave With or Without Pay

20.05 At its discretion the Employer may grant leave with or without pay for purposes other than those specified in this Agreement, including but not limited to such purposes as election to municipal office, military training and civil emergencies.

ARTICLE 21

SEVERANCE PAY

Lay-Off

21.01 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the time of lay-off.

21.02 (a) In the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first year and one (1) week's pay for each succeeding complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer but the total amount of severance pay which may be paid under this Clause shall not exceed thirty-one (31) weeks' pay.

(b) If an employee is laid-off before having attained at least one (1) year of continuous employment and is rehired and subsequently laid-off for a second time with at least one (1) year of continuous employment, severance pay will be calculated on the basis of two (2) weeks for the first year of continuous employment and one (1) week for each succeeding complete year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365. Severance payments for subsequent lay-offs will be calculated in accordance with clause 21.03.

21.03 In the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer, but the total amount of severance pay which may be paid under this Article shall not exceed thirty (30) weeks' pay.

Resignation

21.04 (a) Subject to Clause 21.05, an employee who has ten (10) or more years of continuous employment is entitled to be paid on resignation from the Mint severance pay equal to the amount obtained by multiplying half (1/2) of his weekly rate of pay on resignation by the number of completed years of his continuous employment to a maximum of twenty-six (26) weeks less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer;

(b) An employee of sixty (60) years of age or more who resigns and who, by reason of insufficient pensionable service, is not entitled to an immediate annuity, shall receive severance pay in the same manner as provided in Clause 21.05.

Retirement

21.05 On termination of employment, an employee who is entitled to an immediate annuity, or who has attained the age of fifty-five (55) and is entitled to an immediate annual allowance under the Public Service Superannuation Act, shall be paid severance pay

equal to the product obtained by multiplying his weekly rate of pay on termination of employment by the number of completed years of his continuous employment, and in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by 365, to a maximum of thirty-one (31) weeks less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

Death

21.06 If an employee dies, there shall be paid to his estate an amount determined in accordance with Clause 21.05 regardless of the type of benefit payable under the Public Service Superannuation Act.

ARTICLE 22

HOURS OF WORK AND OVERTIME — GENERAL

- 22.01 The normal work week shall be Monday through Friday for all grand-fathered employees as defined in Article 2.
- 22.02 Employees, other than grand-fathered employees, as defined in Article 2, may be scheduled to work on an irregular and rotating basis. Hours of work shall be scheduled so that employees obtain 2 consecutive days of rest in each 7 day period except where they may be separated by a designated paid holiday which is not worked.
- 22.03 The standard shift schedule will be 12 midnight to 8 a.m., 8 a.m. to 4 p.m., 4 p.m. to 12 midnight. (In certain operational areas this shift schedule could be varied following joint consultation between the Local Executive Committee and local Management).
- 22.04 The Employer will make every reasonable effort:
- (a) not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift; and
 - (b) to avoid excessive fluctuation in hours of work.
- 22.05 The Employer shall set up a master weekly shift work schedule and post it six (6) working days in advance. This schedule will cover the normal shift requirements for the work area. An employee who is required to work a shift that he was not scheduled to work shall be paid at time and one-half (1-1/2) for all unscheduled hours worked, unless his shift change was because of death, sickness or accident of another employee, in which case he shall be paid at time and one-half (1-1/2) for the first day of his unscheduled shift only and no further penalty will be paid by the Mint for any day beyond the first day that the employee works on the unscheduled shift.

22.06 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

22.07 Employees shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about the mid-point of the first half of the shift, and they shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about the mid-point of the second half of the shift. An employee may absent himself from his work station during such rest periods, but for each such rest period shall not be absent with pay from his work station for more than the allowed time, nor shall an employee fail to resume performance of his duties assigned to him by the Mint within fifteen (15) minutes of the time a given rest period commences. The time of commencement of such rest periods shall be determined by the Manager of the area to which the employee is assigned.

Overtime

22.08 In this Article:

- (a) "Overtime" means work performed by an employee in excess or outside of his regularly scheduled hours of work;
- (b) "Straight time rate" means the hourly rate of remuneration;
- (c) "Time and one-half" means one and one-half (1-1/2) times the straight time rate;
- (d) "Double time" means twice the straight time rate.

22.09 (a) An employee shall be compensated for overtime worked on a regularly scheduled work day or on his first or second day of rest as follows:

- (i) for the first four (4) hours of overtime immediately following his scheduled hours of work on Monday to Friday, time and one-half and for all hours worked thereafter, double time;
 - (ii) for the first eight (8) hours of overtime work on his first day of rest, time and one-half;
 - (iii) for any overtime worked in excess of eight (8) hours on his first day of rest, double time;
 - (iv) for any overtime worked on his second day of rest, whether he worked on his first day of rest or not, double time, provided the days of rest are consecutive;
- (b) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his last regular shift;

- (c) When the first and second or subsequent day of rest are consecutive, second or subsequent day of rest is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.
- 22.10 Subject to the operational requirements of the Mint, the Employer shall make every reasonable effort:
- (a) to allocate overtime on an equitable basis among readily available and qualified employees with the first priority given to employees in that position; and
 - (b) to give employees who are required to work overtime adequate advance notice of this requirement;
- 22.11 An employee may, for cause, refuse to work overtime providing he places his refusal in writing.
- 22.12 When an employee works two (2) shifts in any calendar day,
- (a) one (1) of the shifts shall be deemed overtime; and
 - (b) an employee may not work more than two (2) consecutive shifts.
- 22.13 An employee's work schedule shall not be changed to avoid payment of overtime.

General

- 22.14 Notwithstanding anything in this Agreement, an employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
- 22.15 An employee who is required to work a minimum of three (3) hours overtime following his scheduled hours of work and where it is not practical for him to enjoy his usual mealtime before commencing such work shall be granted one-half (1/2) hour with pay in order that he may take a meal break in the Mint cafeteria. Under such conditions he shall be reimbursed his expenses for one (1) meal in the amount of six dollars (\$6.00)* except where free meals are provided. However, this Clause shall not apply to an employee who is in travel status which entitles him to claim expenses for lodging and/or meals.

* seven dollars (\$7.00) effective January 1, 2000

- 22.16 (a) Subject to operational requirements, an employee who has completed twenty (20) or more years of Mint service will be scheduled to work on days only unless he chooses to work on a rotational basis.

(b) If operational requirements do not allow every employee who has twenty (20) or more years of Mint service to work on days, the Employer will schedule those employees on a rotational basis giving preference for day shift assignments to the most senior of those employees who have expressed the wish to be scheduled on day shifts.

Compensatory Leave

22.17 At the employee's request, overtime hours worked may be converted to annual leave credits as compensatory leave. The duration of such leave shall be equivalent to the overtime worked multiplied by the applicable overtime rate. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. The compensatory annual leave earned shall be taken during the calendar year in which it was earned but should this not be possible, it will be carried beyond six (6) months following the end of the calendar year in which it was earned at which time such credits will be converted to cash payment.

ARTICLE 23

HOURS OF WORK AND OVERTIME SALARIED EMPLOYEES

Day Work

23.01 (a) The scheduled work week shall be thirty-seven and one-half (37-1/2) hours and five (5) days per week and the scheduled work day shall be seven and one-half (7-1/2) hours, exclusive of a lunch period, between the hours of 8:00 a.m. and 5:00 p.m.;

(b) The scheduled work week for Information Technology employees shall be thirty seven and one-half (37-1/2) hours and five (5) days per week and the scheduled work day shall be seven and one-half (7-1/2) hours, exclusive of a lunch period, between the hours of 7:30 a.m. and 5:30 p.m.

23.02 The scheduled weekly and daily hours of work may be varied following joint consultation with the Local Executive Committee to allow for summer and winter hours, provided however the annual total is one thousand nine hundred and fifty (1,950) hours.

Shift Work

23.03 When, because of the operational requirements of the Mint, hours of work are scheduled for employees on a rotating or irregular basis, they shall be scheduled so that employees:

(a) on a weekly basis, work an average of thirty-seven and one-half (37-1/2) hours and five (5) days per week;

(b) on a daily basis, work seven and one-half (7-1/2) hours per day.

- 23.04 A specified meal period of one-half (1/2) hour duration shall be scheduled as close to the mid-point of the shift as possible. It is **recognized** that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to the employees.

ARTICLE 24

HOURS OF WORK AND OVERTIME HOURLY RATED EMPLOYEES

- 24.01 Hours of work shall be scheduled on a regular basis so that employees:
- (a) on a weekly basis, work forty (40) hours and five (5) days per week; and
 - (b) on a daily basis, work eight (8) hours per day inclusive of the meal period.

Calculation of Hours Worked

- 24.02 (a) Hours of work shall be calculated from the hours as laid down by the shift schedule countersigned by the Manager of the area. Each employee is expected to appear at his work station ready to commence at the hour laid down;
- (b) If employees are kept in their work area due to a shortage in the accounts, they shall be paid overtime at straight-time rates for each fifteen (15) minute period or part thereof after the first five (5) minute period has elapsed after the end of the scheduled shift.

Lunch or Meal Periods

- 24.03 The Employer shall grant a one-half (1/2) hour paid meal period to hourly rated employees in the bargaining unit.

ARTICLE 25

WASH-UP TIME

- 25.01 Paid wash-up time of fifteen (15) minutes will be permitted to all hourly rated employees in the bargaining unit. This wash-up time will be taken prior to the conclusion of the shift.

ARTICLE 26

CALL-BACK PAY

- 26.01 When an employee is scheduled or recalled to work overtime which is not contiguous to his regular work shift, he is entitled to the greater of:
- (a) compensation at the appropriate overtime rate; or
 - (b) compensation equivalent to four (4) hours' pay at straight time rate.
- 26.02 When an employee reports to work overtime for which he has been scheduled or recalled under the conditions described in Clause 26.01 and is required to use transportation services other than normal public transportation services, he shall be paid to a maximum of five dollars (\$5.00) each way. The employee who is scheduled and agrees to work overtime on his day of rest shall not be entitled to reimbursement for transportation expenses under this Clause.

ARTICLE 27

TRAVELLING TIME

- 27.01 Where on a day of rest or on a designated holiday, an employee is required by the Employer to travel outside of his region (i.e. National Capital or Winnipeg) on Mint business, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of eight (8) hours.

ARTICLE 28

REPORTING PAY

- 28.01
- (a) If an employee reports for work on his scheduled shift and there is a change in his shift assignment, he shall be entitled to four (4) hours of work or pay at the straight time rate;
 - (b) If an employee reports for work on his scheduled shift and there is no work or insufficient work available, he is entitled to four (4) hours of work or pay at the straight time rate;
 - (c) If an employee is directed to report for work on a day of rest or on a designated holiday, and there is no work available, he shall be entitled to four (4) hours of work or pay at the applicable overtime rate.

ARTICLE 29

SHIFT PREMIUM

- 29.01 (a) An employee who works on a regularly scheduled shift between the hours of 4:00 p.m. and 8:00 a.m. shall be paid a shift premium of one dollar (\$1.00) per hour for all hours worked;
- (b) An employee who works overtime during the hours outlined in (a) above will be paid in addition to his overtime remuneration a shift premium of one dollar (\$1.00) per hour.
- (c) No shift premium will be paid for any overtime work performed by an employee whose shift commences at 8:00 a.m.

ARTICLE 30

PAY

- 30.01 Employees are entitled to be paid for services rendered for the position to which they are appointed at the pay rates specified in the appendices attached except as provided in clause 37.10.
- 30.02 Employees shall be paid every second week on Wednesday. The cheque for each employee will be placed in a sealed envelope before distribution.
- 30.03 (a) Employees who have earned acting pay will receive such remuneration normally once a month. In the case of employees who work a shorter length of time than outlined above, they will be paid in the month following the termination of their acting pay entitlement;
- (b) 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 cheques in the month following the month in which the additional pay was earned, except in the case of salaried employees who shall receive their additional income in a separate cheque in the month following.
- 30.04 When an employee accepts an offer of employment in a position at a lower rate of pay than the one held by him, he shall be paid at the lower rate of pay from the eleventh (11th) day that he performs the duties of the lower position except as provided in clause 37.10.

Acting Pay

- 30.05 (a) When an employee is required to perform the duties of a higher paid position than the one held by him, he shall be paid at the rate of pay for that position from and including the first hour he was required to perform the duties of the higher position;
- (b) When an employee is required to perform for a temporary period the duties of a higher paid position on overtime other than the one held by him, he shall be paid at the rate of pay for that position from and including the first hour he was required to perform the duties of the higher position;
- (c) The Employer may at any time temporarily appoint an employee to fill a higher position in an acting capacity. The Employer will endeavour to provide an opportunity to those employees who demonstrate an interest in filling acting appointments. If the higher position is vacant and has been occupied in an acting capacity for a period of three (3) months, a promotional competition will be held within the next thirty (30) calendar days to fill it on a permanent basis;
- (d) First priority for acting appointments shall be given to readily available and qualified non-probationary employees;
- (e) The Employer agrees to furnish the Union with a list of all acting appointments on a monthly basis.

ARTICLE 31

SAFETY AND HEALTH

Preamble

31.01 The Employer shall ensure that the safety and health at work of every employee is protected.

The Employer and the Union agree to encourage the employees to work in a safe manner. The employees shall observe the safety and health rules and practices established by the Employer from time to time, as a measure of protection for themselves and others.

Joint Safety and Health Committees

31.02 A Joint Safety and Health Committee of equal representation shall be established in the National Capital Region and in the Winnipeg Plant.

These committees shall give consideration to and make recommendations on such matters as the safeguarding of health and prevention of hazards to life and property. Particular attention will be paid to questions involving alleged hazardous or unsanitary working conditions. Regular meetings will be held and minutes of all meetings will be issued. Two (2) members of the Safety and Health Committee, comprised of one (1)

member of Management and one (1) member from the Union, shall jointly conduct such investigations as may be necessary to determine circumstances surrounding accidents on the job.

First-Aid Training

31.03 The Employer will encourage employees to take first-aid courses and for this purpose will assume the cost of first-aid training. Employees selected by the Employer for first-aid training shall be granted time off without loss of pay.

Special Examinations

31.04 The Employer agrees to conduct appropriate tests of employees and of the work environment as deemed necessary with a view to ensuring a safe work environment. The cost of such tests will be borne by the Employer.

Operating Procedures

31.05 The Employer will provide safe operating procedures to each employee which will include, but not be limited to, the handling of materials and exposure to toxic substances.

Injured Employees

31.06 In the event that an employee becomes physically handicapped as a result of sustaining an injury at work, the Employer shall make every effort to give the injured employee such suitable employment as is available.

Dangerous Circumstances

31.07 In accordance with Part II of the Canada Labour Code, an employee may refuse to work in certain dangerous circumstances.

Employees Working Alone

31.08 Where an employee is employed under conditions where he or she is working alone, the Employer shall provide a method of checking on the well-being of the employee at intervals which are reasonable and practical under the circumstances.

ARTICLE 32

CONFLICT RESOLUTION PROCESS

32.01 The parties to this Agreement share the desire to settle all grievances as expeditiously and equitably as they arise and are committed to the following conflict resolution process.

32.02 A Union Representative shall be afforded such time off with pay as may be required for attendance at meetings with Management pertaining to grievances and the administration of this Agreement.

Grievance Procedure

32.03 An employee who believes that he has a grievance may discuss and attempt to settle it with the immediate management supervisor, with or without a Union Representative, as the employee may elect.

32.04 An employee who feels that he has been treated unjustly or considers himself aggrieved is entitled to present a grievance in the manner prescribed, except that where the grievance relates to the interpretation or application of this collective agreement or an arbitral award, he is not entitled to present the grievance unless he has the approval of and is represented by the Alliance.

32.05 Step No. 1

Subject to Clause 32.04, an employee is granted the right to present a grievance in writing at the first step of the grievance procedure at any time within fifteen (15) working days from the date on which he was informed (or otherwise became aware) of the decision, situation, or circumstance that is the subject of his grievance. He/she will be represented by a member of the local executive and/or steward.

- (a) An employee will present his grievance to the Director or his delegate;
- (b) Grievances not resolved at step one within a period of five (5) working days may be referred to step two;
- (c) The decision of the Employer at Step No. 1 will be given in writing.

32.06 Step No. 2

An employee is granted the right to present a grievance at the second step of the grievance procedure provided that it is presented within a maximum period of ten (10) working days from the date he received a decision at the previous step, or if no decision was received, within fifteen (15) working days from the day he presented a grievance at step one. This step in the grievance procedure will be handled by the President of the Mint or his delegate. The grievance will normally be heard at step two within fifteen (15) days after its presentation. A written decision shall be rendered within fifteen (15) working days after the date of the hearing,

32.07 Mediation

The parties may jointly apply at any point during the conflict resolution process to the Minister of Labour for the appointment of a grievance mediator.

32.08 Manner of Presentation of a Grievance

A grievance presented at any step in the grievance procedure should be set out in writing on the prescribed form in accordance with the instructions contained on the form and handed to the immediate Management supervisor or his replacement. The

representative of Management who receives the grievance must sign the form as indicated in the instructions.

- 32.09 The Employer will notify the Local Executive of any immediate discharge of an employee in writing, together with the reasons therefor, within forty-eight (48) hours.
- 32.10 When the Employer discharges an employee, the grievance procedure will apply except that the grievance may be presented at the first or second step.
- 32.11 An employee may, by written notice to the Manager of his area, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of the collective agreement, his withdrawal has the endorsement in writing of the Alliance.
- 32.12 Where the grievance relates to the interpretation or application of this Agreement or an arbitral award, the Alliance may, on behalf of any or all of the employees in the bargaining unit, present a grievance at any step in the grievance procedure.
- 32.13 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate the Alliance representative.
- 32.14 A grievance by an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 32.15 Grievances relating to disciplinary action, discharge, promotion, demotion or lay-offs and recall in connection with the decrease or increase of the working force must be filed within seven (7) working days from the date of the alleged incident.

Arbitration

- 32.16 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within fifteen (15) days of the receipt of the reply at the second step, of its desire to submit the difference or allegation 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. The process of identifying a sole arbitrator will be initiated within 10 days. Where either party wishes to refer the matter to an arbitration board, that party shall notify the other party within 15 days. The notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the chairman.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party.

- 32.17 Where the parties have agreed to a sole arbitrator, the sole arbitrator shall be considered to be an arbitration board for the purposes of this article. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairman governs.
- 32.18 The Board shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages, provided however that the Board may nevertheless determine whether an employee has been dismissed or suspended for other than proper cause. In which case, the Board may direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal or suspension.
- 32.19 The Employer and the Alliance shall each pay one-half (1/2) of the remuneration and expenses of the Chairman of the Board and each party shall bear its own expenses of every such arbitration.
- 32.20 When a party has failed to comply with any of the terms of the decision of the Board of Arbitration, either party or employee affected by the decision may, after the expiration of fourteen (14) days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Registrar of the Federal Court of Canada a copy of the decision, exclusive of the reasons therefor, in the prescribed form, whereupon the decision may be entered in the same way as a judgment or order of that court and may be enforceable as such.

Training and Evaluation

- 32.21 (a) The parties agree to identify, develop and implement joint training for Union Representatives and management. This training will include problem-solving and conflict resolution.
- (b) The parties agree that on-going or refresher training will be provided at the request of either party. The cost of this training will be borne by management.
- 32.22 The parties are committed to meet every 6 months to review their experience with the conflict resolution process to identify and agree upon measures which will be undertaken to improve this process.

ARTICLE 33

STRIKES AND LOCKOUTS

- 33.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slowdown or any other interference with Mint operations by an employee during the term of this Agreement.
- 33.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slowdown or any other interference with Mint operations may be disciplined or discharged by the Employer.

ARTICLE 34

WORK CLOTHING, SAFETY SHOES, AND EYE PROTECTION

Work Clothing

- 34.01 The Employer shall provide adequate work clothing for all employees where necessary and shall pay for the cost of laundering.

Hearing Protection

- 34.02 The Employer shall provide hearing protection for all employees where necessary.

Safety Footwear

- 34.03 The Employer shall provide safety boots or safety shoes for all employees where necessary and replace them as each succeeding pair is worn out.

Eye Protection

- 34.04 Safety approved eye protection shall be provided to all employees where necessary. Employees who normally wear prescription glasses will be provided with safety approved eye protection containing lenses ground to their individual prescription, providing that the employee supplies the Employer with a copy of his prescription.

Safety Equipment

- 34.05 All personal safety equipment will remain the property of the Royal Canadian Mint.
- 34.06 Safety equipment described in this Article shall be worn by employees at all times in those areas designated as mandatory safety equipment areas.

ARTICLE 35

SUPERANNUATION

- 35.01 The Public Service Superannuation Act shall become a term and condition of employment as if its provisions were contained in this Agreement.

ARTICLE 36

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 36.01 When, as a result of a formal review of an employee's performance, a written document is placed on his file, the employee concerned shall be given an opportunity to sign the review form in question to indicate that its contents have been read and explained.
- 36.02 When a written document that can be used against an employee or can be detrimental to the employee's career is placed on his file, the employee shall be given an opportunity to sign the document indicating that its content has been read and explained and that he has received a copy. Any such document which deals with disciplinary action may be challenged through the grievance procedure.
- 36.03 The Employer agrees not to introduce as evidence in the case of promotional opportunities any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- 36.04 The Employer shall ensure that the personal file of every employee is kept confidential.
- 36.05 The Employer shall not disclose personal information (e.g. salary, marital status, number of children, etc.) concerning an employee to creditors, banks, credit bureau, etc. without prior consent of the employee concerned.
- 36.06 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his examination in the presence of the local Personnel Officer.
- 36.07 The Employer shall perform a yearly performance evaluation for all employees in the bargaining unit. Each employee shall be afforded the opportunity to review this evaluation with his immediate Management supervisor and to agree or disagree and so indicate, A copy of the employee performance evaluation shall be given to the employee within a reasonable time.

ARTICLE 37

SERVICE

37.01 For the purpose of Article 37, the following definitions of terms will apply:

- (a) subject to and subordinate to the provisions of Clause 2.01 (p), “Mint service” means the length of service of an employee within the Royal Canadian Mint. However, a new employee hired under an apprenticeship program does not accumulate Mint service for purposes of Article 37 until such time as he is confirmed as a journeyman;
- (b) “Region” means:
 - (i) National Capital for employees working in the Ottawa Plant or Head Office;
 - (ii) Winnipeg for employees working in Winnipeg.

37.02 For the purpose of Article 37, the following Regions and Areas within each respective location will be recognized:

REGIONS	NATIONAL CAPITAL	WINNIPEG	
Locations	Ottawa Plant	Head Office	Winnipeg Plant
<u>Areas</u>	<ul style="list-style-type: none"> - Production - Refinery - Technical Services - Quality Assurance - Administration Services - Engraving - Assay 	<ul style="list-style-type: none"> - Administration - Finance - Marketing & Sales - Engineering - Direct Marketing - Information Technology 	<ul style="list-style-type: none"> - Production - Technical Services - Administration Services - Quality Assurance

Loss of Service

37.03 Service and employment will be terminated when an employee:

- (a) is laid off and is not recalled as per the provisions of Clause 37.11;
- (b) is discharged and such discharge is not rescinded by a Board of Arbitration after processing the case through the grievance procedure;
- (c) resigns;
- (d) absents himself from duty for a period of five (5) working days or more without notifying his supervisor during this period of five (5) days at the location in which he is employed;
- (e) fails to report to work within five (5) working days after recall from a lay-off, except when the above time limit has been extended by mutual agreement between the Employer and the employee, The Employer's agreement to any extension, up to a maximum of ten (10) days shall not be unreasonably withheld;
- (f) fails to return to work at the termination of leave of absence without procuring an extension of such leave of absence;
- (g) retires.

37.04 Authorized leave of absence does not affect length of service.

Service Lists

- 37.05 (a) A list showing the name, area and length of Mint service of each employee will be posted within thirty (30) days from the date of signing of this Agreement, and within the period of thirty (30) days following each anniversary date of the Agreement;
- (b) No complaint as to the correctness of an employee's length of service made later than thirty (30) working days following the posting of his service will be considered.

Lay-Off

37.06 Should it become necessary to reduce the number of employees in an area, the employee with the least Mint service assigned to the position in the Section (where applicable) affected by the lay-off will be subject to lay-off.

37.07 Such employee will have the right to displace in his area, by location, an employee with less Mint service provided such employee is assigned to a position within an equivalent

or lower classification level and has the basic qualifications to fulfill the normal requirements of the alternate position.

37.08 An employee who is not capable of displacing another employee by virtue of Clause 37.07 will have the right to displace in his location or in a location in which he previously held a position an employee with less Mint service provided such employee is assigned to a position within an equivalent or lower classification level and has the basic qualifications to fulfill the normal requirements of the alternate position.

37.09 Trial Period on Bumping

The Employer shall place an employee who qualifies for displacement of another employee by virtue of Clauses 37.07 and 37.08 above, on a trial period of 21 days with adequate training to determine if such employee is able to fulfill the normal requirements of the job into which he is bumping. If this employee is unable to fulfill the normal requirements of the job into which he is bumping, he shall be rejected on probation. However, this employee shall be entitled to the provisions of Clause 21.02 hereof.

37.10 Where, as a result of a lay-off, employees are required to perform tasks of a lower level, the employee's salary will be protected at the employee's current level of pay **recognizing** that the employee retains the higher skills and will be expected to continue to contribute these skills in a multi-skilled workforce. The employee will be required to return to the position from which he was initially laid-off should it become available. If the employee chooses not to return to the position from which he was initially laid-off, he shall be paid at the current level of pay of the lower-level position,

Recall

- 37.11** (a) When an employee, other than a probationary employee has been laid off, he shall be entitled to recall to the position and section in which he was working at the time of his layoff in inverse order of the lay-off procedure as follows:
- (i) less than two (2) years of service at the date of lay-off, for a period of three (3) months from the date of lay-off;
 - (ii) two (2) years but less than five (5) years of service at the date of lay-off, for a period of seven (7) months from the date of lay-off;
 - (iii) five (5) years but less than twelve (12) years of service at the date of lay-off, for a period of fourteen (14) months from the date of lay-off;
 - (iv) twelve (12) years or more of service at the date of lay-off, for a period of twenty-four (24) months from the date of lay-off;
- (b) If a former employee is recalled and rehired within the applicable period, his service shall be counted by including service prior to such lay-off. This in no manner refers to the employee's pensionable service.

Filling of Vacancies

- 37.12 (a) The Employer shall post on the bulletin boards in the areas in the Region in which the vacant or newly-created position occurs for a period of five (5) working days, all vacant and -newly-created positions covered by this Agreement, subject to the provisions of clause (d);
- (b) Such notices shall contain the following information:
- Title of position;
 - Summary of the duties of the job;
 - Qualifications;
 - Applicable rate of pay;
- (c) The Employer will make every reasonable effort to hold a competition for such vacancy within 30 calendar days following the closing date of the posting;
- (d) Where the Employer posts a vacant or newly-created position it may establish an eligible list for future vacancies from amongst the qualified candidates ranked in order of their standing. This eligible list shall not include the successful candidate. However, the intention to establish such a list shall be specified on the competition poster. An eligible list shall have an initial validity period of six (6) months and may be extended for an additional six (6) month period with the agreement of the Alliance;
- (e) Where a vacancy occurs as a result of the operation of clause (a) above and a valid eligible list is in effect, that vacancy shall be filled from the eligible list described in clause (d) above.

37.13 For the purposes of Clause 37.12 above, applicants presently working in the Region where the vacancy occurs shall be considered.

37.14 (a) Filling of Vacancies — Ottawa and Winnipeg Plants

In filling the vacant and newly-created positions at the Ottawa and Winnipeg Plants as per the provisions of Clauses 37.12 and 37.13 hereof, the Employer shall evaluate the applicants according to the following determining factors:

- Skills;
- Ability;
- Seniority;

These factors and their evaluation shall be directly related to the duties of the positions to be filled. These factors shall be equally weighted. An overall pass mark of 60% will be required in all promotional competitions. However, the successful candidate must receive 50% for each of the factors of skills and

ability. Where two or more employees qualify and obtain the same total points, seniority will become the determining factor;

(b) Filling of Vacancies — Head Office

In filling the vacant and newly-created positions at Head Office as per the provisions of Clauses 37.12 and 37.13 hereof, the Employer shall evaluate the applicants according to the following determining factors:

- Skills;
- Ability;
- Previous experience.

These factors and their evaluation shall be directly related to the duties of the positions to be filled. These factors shall be equally weighted. An overall pass mark of 60% will be required in all promotional competitions. However, the successful candidate must receive 50% for each of the factors of skills and ability. Where two or more employees qualify and obtain the same total points, seniority will become the determining factor.

37.15 Any employee who was an unsuccessful applicant for that position shall have the right to grieve the Employer's decision in his case.

37.16 In the case of any grievance under the provisions of Clause 37.15, it is agreed that, notwithstanding the provisions of Clause 32.05 hereof, any grievor shall file his grievance within seven (7) working days from the date he was informed in writing by the Employer that he has been an unsuccessful candidate, and that such grievance shall be presented in writing at the final step of the grievance procedure.

37.17 When the Employer is unable to select a qualified candidate from the applicants within the region in which the vacancy occurs, the vacant position may be filled by an appointment from outside the Royal Canadian Mint. The Employer's decision with respect to any appointment it might make outside the Mint shall not be grievable.

Trial Period on Promotion

37.18 Every employee who has been promoted as a result of a promotional competition will undergo a trial period of sixty-five (65) worked days during which the Employer may assess his capability to perform the duties of the higher position. In the event that the Employer decides that the employee is not suitable for the position, he will be reverted to a position at a salary not less than the one he occupied before promotion. An employee who has been rejected during his trial period following a promotion shall have the right to grieve the rejection.

Location or Area Transfers

- 37.19** When within the same Region, the Employer elects to transfer employees in the bargaining unit from one area to another, or from one (1) location to another and more than one (1) employee can qualify in accordance with the factors set forth in Clause 37.14 hereof for the job to be transferred to, the employee with the least service shall be transferred.
- 37.20** (a) In the event that the operations in the National Capital Region close completely, only those employees with twenty (20) or more years of Mint service shall have the right to bump to Winnipeg once such employees have exercised their rights as per the provisions of clause 37.08. In the event that operations in the Winnipeg Region close completely, only those employees with twenty (20) or more years of Mint service shall have the right to bump in the National Capital Region.
- (b) In the event that an employee bumps between the National Capital Region and the Winnipeg Region or vice-versa, he shall be personally responsible for any and all expenses resulting from his and his family's relocation except that the President may, at her discretion, approve payment of all or a portion of an employee's relocation expenses. The Mint will provide special leave of five (5) working days with pay in order that the employee may carry out the said relocation.

ARTICLE 38

DISCIPLINE

- 38.01** If an employee files a grievance, in accordance with Article 32, the Employer will postpone disciplinary action until the grievance is resolved except when the President has determined that there has been a theft, breach of trust or serious misconduct.
- 38.02** The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- 38.03** Except as provided for in Article 14, the Employer has no jurisdiction in an employee's private life and has no right to take disciplinary action for his behavior, except only when an employee is convicted with an **offense** punishable on summary conviction under the Summary Convictions Section (Part XXVII) of the Criminal Code of Canada or charged with an indictable **offense** under the Criminal Code of Canada. Notwithstanding the above, the Employer has the right to take disciplinary

action against an employee who is charged with theft as an **offense** punishable on summary conviction or as an indictable **offense**.

38.04 In order of severity, the types of disciplinary action shall be:

- counselling;
- oral reprimand;
- written reprimand;
- suspension;
- dismissal.

38.05 Except in the case of counselling or an oral reprimand, the Employer shall provide an employee with a written record of any disciplinary action taken against him, and such written record shall include the reason for the disciplinary action. A copy of such written record shall be forwarded under confidential cover to the Alliance.

38.06 Any record of an infraction recorded in an employee's file or elsewhere shall be destroyed after a lapse of two (2) years following the date of the final disposition of the case.

ARTICLE 39

HEALTH AND INSURANCE BENEFITS

39.01 All medical and other health insurance benefits presently available to the employees shall continue in full force and effect, unless altered by legislation over which the Mint has no control.

39.02 The terms and conditions of premiums and benefits under the Public Service Health Care Plan and applicable provincial **medicare** plans pursuant thereto as amended from time to time apply to all employees subject to this Agreement.

39.03 The Disability Plan as established by Treasury Board directive 700504 and in effect at the Mint will continue during the life of this Agreement.

39.04 The Employer agrees to pay **66-2/3%** of the Disability Insurance Plan premiums and **100%** of premiums at Level I of the Public Service Health Care Plan; **92%** of premiums at Level II and **80%** of Level III.

39.05 The Employer agrees to maintain a Dental Plan equivalent to the one currently in force for the duration of the collective agreement with all premiums to be paid by the Mint. The Mint agrees that the Ontario Dental Association schedule for the current year becomes effective as of January 1, 1999 and shall change, as appropriate, from year to year.

39.06 The Employer will ensure that adequate administrative procedures are in place to permit employees on **authorized** leave without pay the opportunity of continuing to enjoy full benefit coverage under the existing cost-sharing arrangements during such a leave of absence.

ARTICLE 40

STATEMENT OF DUTIES

40.01 The Employer shall, when requested to do so by the employee, provide within ten (10) working days of that request the employee with a statement of duties and an accurate job description of his position. Moreover, the Employer, shall provide the point rating allotted by factor to his position and, where available, the rationale.

40.02 When an employee is first engaged or when an employee is reassigned to another position in the bargaining unit, the Employer shall, if requested to do so by the employee, before the employee is assigned to that position, provide the employee with the information identified in clause 40.01.

ARTICLE 41

JOB SECURITY

41.01 In an effort to **minimize** the need to reduce employment, the Mint agrees to review alternatives to the lay-off: possible alternative working arrangements; possible opportunities for voluntary departures; possible vacancies due to attrition; possible alternative jobs, tasks or projects where the employee has the necessary skill, ability and qualifications.

41.02 Before the Mint introduces any changes involving automation, mechanization, re-organization, industrial conversion or technological change which will have the effect of substantially reducing the number of employees in the bargaining unit, the Mint will notify the Union as far in advance as possible and in any case at least one hundred and twenty (120) days before its implementation. In the event of the relocation or removal of the entire Mint to another site, at least three hundred and sixty-five (365) days advance notice will be given.

41.03 The Mint will continue the past practice of giving all reasonable consideration to continued employment in the Mint to employees whose services to the Mint would otherwise become redundant because of the discontinuance of a function by the Mint in whole or in part.

- 41.04 If during the life of this Agreement the Mint is relocated outside the Ottawa-Hull area, all employees on strength at the time of relocation, whose jobs shall be required in the new location, shall **be** offered continued employment and the Mint shall pay relocation allowances in accordance with Treasury Board policy.
- 41.05 The need for retraining caused by any change outlined in Clause 41.02 or 41.03 shall be a topic of joint consultation between the Public Service Alliance and the Mint.
- 41.06 When an employee is affected by technological change resulting in his services to the Mint becoming redundant, the Employer will make every reasonable effort to retrain the employee for continued employment.

ARTICLE 42

MEALS AND CAFETERIA SERVICE

- 42.01 The Employer agrees to provide a suitable clean, well-ventilated room as a cafeteria for the members of the bargaining unit.

ARTICLE 43

RE-OPENER CLAUSE

- 43.01 This Agreement may be amended by mutual consent.

ARTICLE 44

CLASSIFICATION

- 44.01 (a) Each position in the Mint will be classified in accordance with the Mint Job Evaluation Plan in one of the classification levels listed in Appendix A which identifies the work that the employee, assigned to that position, is required to perform according to his statement of duties and job description;
- (b) An employee may be asked to work temporarily out of his position in special circumstances;
- (c) The Mint agrees to negotiate with the Union before implementing any major change in the statement of duties or job descriptions of existing positions and before creating new positions, In the event that, after the negotiations mentioned above, the Mint creates a new position or implements a major change in the statement of duties or job descriptions and the Union does not accept the Mint's position with respect to these matters, the Union shall have

the right to file a grievance, but only on the classification level or the rate of pay attached thereto. Such grievances shall be referred for final resolution to the President of the Mint, after representations from both parties have been reviewed by Mr. Pierre Dufresne who will make his recommendation to the President of the Mint as to the proper classification level or the rate of pay attached thereto. Thereafter, the President of the Mint shall act on this recommendation and the President's decision will be final and binding on both parties. Within three months of the signing of this agreement, the parties will develop a list of mutually-agreed arbitrators.

ARTICLE 45

APPRENTICESHIP TRAINING PROGRAM FOR ENGRAVERS, MACHINISTS, ELECTRICIANS, INDUSTRIAL MECHANICS, AND MACHINISTS/MECHANICS

- 45.01 The Employer agrees to extend the apprenticeship training program to include engravers, machinists, electricians, industrial mechanics and machinists/mechanics in accordance with the terms and conditions outlined in the Letter of Understanding dated May 23, 1990.
- 45.02 The apprenticeship training programs will be registered with the appropriate Government authorities. A certificate of qualifications will be issued at the end of the apprenticeship training.
- 45.03 (a) The program for engravers will have a five (5) year duration with pay scales as outlined below:
- | | |
|----------------|---|
| 1 st year | — 50% of current negotiated Journeyperson rate |
| 2nd year | — 60% of current negotiated Journeyperson rate |
| 3rd year | — 70% of current negotiated Journeyperson rate |
| 4th year | — 80% of current negotiated Journeyperson rate |
| 5 th year | — 90% of current negotiated Journeyperson rate |
| After 5th year | — 100% of current negotiated Journeyperson rate |
- (b) The program for machinists in Manitoba will have a four (4) year duration with pay scales as outlined below:
- | | |
|-----------|--|
| 1 st year | — 55% of current negotiated Journeyperson rate |
|-----------|--|

- 2nd year — 65% of current negotiated Journeyperson rate
- 3rd year — 75% of current negotiated Journeyperson rate
- 4th year — 90% of current negotiated Journeyperson rate

(c) The program for electricians in Ontario will have a five (5) year duration with pay scales as outlined below:

- 1 st year — 50% of current negotiated Journeyperson rate
- 2nd year — 60% of current negotiated Journeyperson rate
- 3rd year — 70% of current negotiated Journeyperson rate
- 4th year — 80% of current negotiated Journeyperson rate
- 5th year — 90% of current negotiated Journeyperson rate

(d) The program for electricians in Manitoba will have a four (4) year duration with pay scales as outlined below:

- 1 st year — 55% of current negotiated Journeyperson rate
- 2nd year — 65% of current negotiated Journeyperson rate
- 3rd year — 75% of current negotiated Journeyperson rate
- 4th year — 90% of current negotiated Journeyperson rate

(e) The program for industrial mechanics in Manitoba will have a three (3) year duration with pay scales as outlined below:

- 1 st year — 60% of current negotiated Journeyperson rate
- 2nd year — 75% of current negotiated Journeyperson rate
- 3rd year — 90% of current negotiated Journeyperson rate

(f) The program for machinists/mechanics in Ontario will have a five-year duration with pay scales as outlined below:

- 1 st year — 50% of current negotiated Journeyperson rate

- 2nd year — 60% of current negotiated Journeyperson rate
- 3rd year — 70% of current negotiated Journeyperson rate
- 4th year — 80% of current negotiated Journeyperson rate
- 5th year — 90% of current negotiated Journeyperson rate

45.04 An employee who is selected for the Apprenticeship Training Program but who earns a higher rate of pay than the prescribed rates of that program shall be paid at the second highest percentage of the journeyperson rate and remain at that rate until he progresses to the final rate.

ARTICLE 46

STUDENTS

46.01 “Student” means a person in full-time attendance at a school or university who is employed at the Mint during the summer or semester breaks, or breaks given during a cooperative work term program.

46.02 The student shall be entitled to all of the conditions of the collective agreement except the provisions of Articles 16 (except Clause 16.10), 18, 19 and Clause 20.01. In lieu of vacation and other benefits as outlined in the Articles above, the student shall be paid 6% of the total pay compensation for overtime received by him during his period of employment.

ARTICLE 47

EDUCATION AND TRAINING

47.01 An employee who undertakes a training course outside his normal hours of work may, at the discretion of the Employer, be reimbursed in whole or in part for the direct expense of instruction, that is, the expenses which must be paid to complete the training, and which are not primarily of a personal character.

47.02 To be eligible to receive reimbursement, the employee must fulfill two conditions:

- (a) obtain the Employer’s approval for the proposed training before it commences;
- (b) satisfactorily complete the training, including the passing of any final examination related to the course, or if there is no final examination, establish an excellent record of attendance.

- 47.03 (a) Full reimbursement of the direct expenses of instruction will be made in some circumstances, 50% in others, and in some circumstances no reimbursement. In making its decision, the Employer will consider the immediacy and the degree to which additional training can be applied to the work;
- (b) Full reimbursement of the direct expenses of instruction may be approved in situations in which a specific training need in relation to the present work of an employee has been identified. Reimbursement of 50% of the direct expenses of instruction is applicable in other cases where need is less specific, or is based more on opinion than rigorous analysis. This would include situations in which the need cannot be determined precisely, where there is no immediate link between completion of training and assignment of new work to the trainee, or where training anticipates long-term general needs of the Mint;
- (c) Reimbursement will not be approved for training which does not, as a minimum, relate directly to the general need of the Mint and to the reasonable career aspirations of employees.
- 47.04 In certain instances, the Mint may require the employee to give a written undertaking to continue his employment with the Mint for a specified period following completion of **authorized** training. If such an undertaking is not honoured by the employee, all or part of the costs of instruction may be recovered from monies owing the employee on termination of his employment.
- 47.05 **Examination Leave with Pay**
At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work, where the course of study is directly related to the employee's duties or will improve his qualifications.

ARTICLE 48

EDUCATION LEAVE WITHOUT PAY

- 48.01 The Employer **recognizes** the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods up to four (4) months, which can be renewed by mutual agreement, to attend a **recognized** institution for studies in some field of education in which preparation is needed to fill his present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

- 48.02 As a condition of the granting of education leave without pay an employee shall give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.
- 48.03 In the event that an educational leave without pay involves a reimbursement of the direct expenses of instruction, such reimbursement shall be dealt with in accordance with the provisions of Article 47, Education and Training.
- 48.04 Time spent on such leave shall not be counted for pay increment purposes.

ARTICLE 49

PROFESSIONAL FEES AND LICENSES

- 49.01 The Employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

ARTICLE 50

HARASSMENT AND DISCRIMINATION AT THE WORKPLACE

- 50.01 The parties to this Agreement recognize that all employees should be treated fairly at the workplace, in an environment free of harassment and discrimination. Any behavior which denies the dignity and respect of an individual is unacceptable and will not be tolerated by the Employer.

ARTICLE 51

DURATION AND RENEWAL

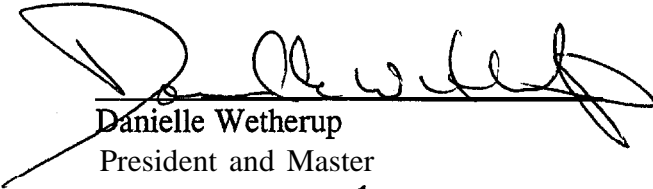
- 51.01 The duration of this collective agreement shall be from January 1, 1999 to December 31, 2001. Unless otherwise expressly stipulated, this Agreement shall become effective on the date it is signed. The Agreement shall be renewed from year to year thereafter unless either party gives to the other party notice in writing within the period of four (4) months immediately preceding the date of expiration of the term of the collective agreement that it desires to terminate or amend its provisions.
- 51.02 Notwithstanding the preceding, this collective agreement including the provisions for the resolution of conflicts in Article 32 shall remain in effect during the negotiations for its renewal and until a new agreement becomes effective.

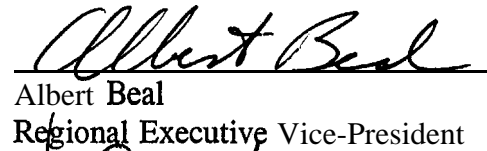
51.03 This collective agreement shall apply retroactively to all employees employed on or after January 1, 1999 whether or not they are employed on the date of execution of this collective agreement.

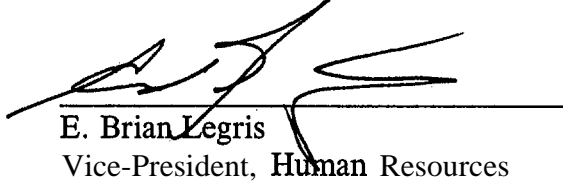
In witness whereof, the parties have signed in Ottawa, on this 29th day of Sept. 1999.

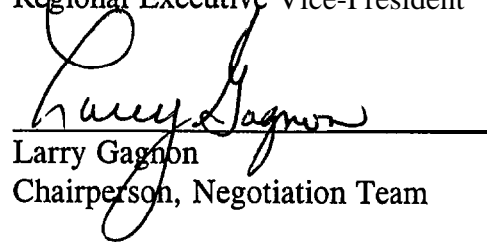
ROYAL CANADIAN MINT

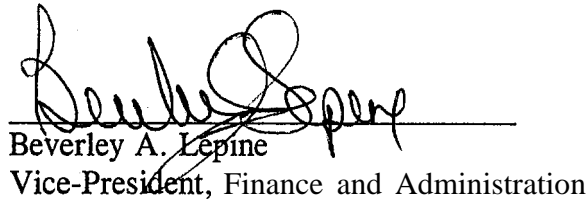
**PUBLIC SERVICE ALLIANCE
OF CANADA**

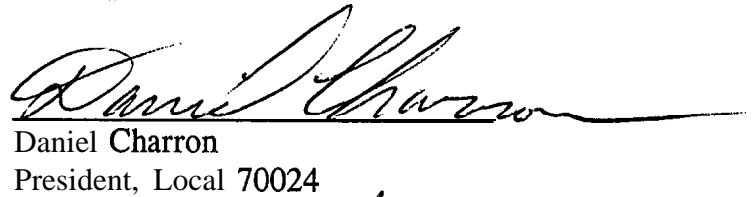

Danielle Wetherup
President and Master

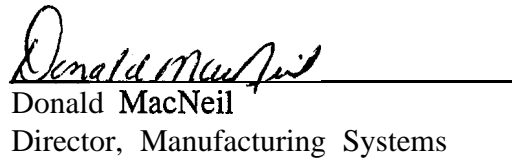

Albert Beal
Regional Executive Vice-President

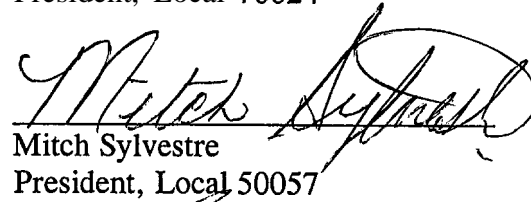

E. Brian Legris
Vice-President, Human Resources

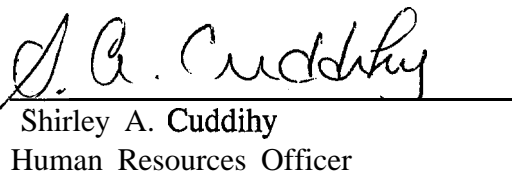

Larry Gagnon
Chairperson, Negotiation Team

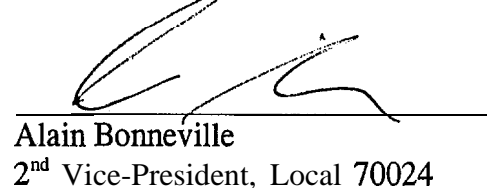

Beverley A. Lepine
Vice-President, Finance and Administration

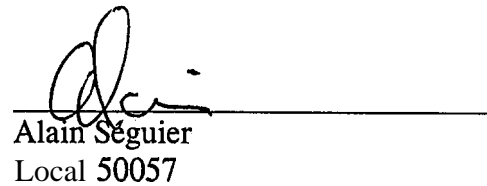

Daniel Charron
President, Local 70024

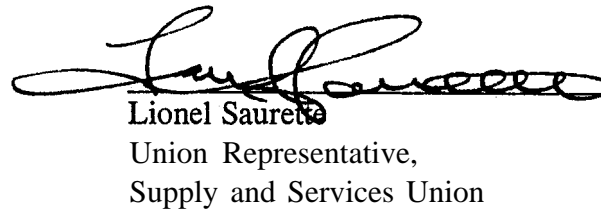

Donald MacNeil
Director, Manufacturing Systems


Mitch Sylvestre
President, Local 50057


Shirley A. Cuddihy
Human Resources Officer


Alain Bonneville
2nd Vice-President, Local 70024


Alain Séguier
Local 50057


Lionel Saureta
Union Representative,
Supply and Services Union

APPENDIX A

SCHEDULE OF RATES

A) On-Scale Wage Increases:

January 1, 1999	Wages to be increased by 2.2%
January 1, 2000	Wages to be increased by 2.2%
January 1, 2001	Wages to be increased by 2.2%

B) Performance Award:

The following off-scale Performance Awards will be paid where the financial objectives, as outlined in the Corporate Plan, are achieved:

1999	1.5%
2000	1.5%
2001	1.5%

C) Productivity Award:

\$100 lump-sum Productivity Award for success achieved in 1998 contingent on ratification of collective agreement by May 15, 1999.

LEVEL 15

Salaried Employees (37-1/2 hr. work week)

Systems Analyst (HO)

1999	56,261	59,569	62,879	66,189
2000	57,499	60,880	64,262	67,645
2001	58,764	62,219	65,676	69,133

LEVEL 14

Hourly Employees (40 hr. work week)

Senior Engraver (HO)

1999	30.15
2000	30.81
2001	31.49

Salaried Employees

Assay Chemist (OW)

Leadhand – Technical Services Coordinator (WG)

Systems Software Analyst (HO)

1999	53,300	56,435	59,569	62,705
2000	54,473	57,677	60,880	64,085
2001	55,671	58,946	62,219	65,495

LEVEL 13

Hourly Employees

Lead Electrician (OW)

Lead Electrician (WG)

Leadhand – HVAC and Mechanical Maintenance (OW)

Lead Machinist — Tooling,

Mechanical Maintenance (OW)

Leadhand - Mechanical Maintenance and Tooling (WG)

1999	28.54
2000	29.17
2001	29.81

Salaried Employees

Analyst/Programmer (HO)

Data Base Administrator (HO)

Information Centre Support Technician — IT (HO)

Systems Programmer (HO)

1999	50,456	53,423	56,393	59,361
2000	51,566	54,598	57,634	60,667
2001	52,700	55,799	58,902	62,002

LEVEL 12

Salaried Employees

Contracts Administrator — Marketing (HO)

Coordinator — Microcomputer Services (HO)

Divisional Administrator – Sales (HO)

Technical Services Coordinator (WG)

1999	45,601	48,282	50,966	53,648
2000	46,604	49,344	52,087	54,828
2001	47,629	50,430	53,233	56,034

LEVEL 11

Hourly Employees

Engraver (HO)
Machinist/Mechanic (OW)

1999	23.45
2000	23.96
2001	24.49

Salaried Employees

Computer Programmer (HO)
Plant Engineering Coordinator (OW)
Production Scheduler (OW)
Senior Assay Technician (OW)

1999	41,454	43,893	46,331	48,770
2000	42,366	44,859	47,350	49,843
2001	43,298	45,846	48,392	50,940

LEVEL 10

Hourly Employees

Electrician (WG)
Electrician (OW)
Industrial Mechanic (WG)
Lead Operator — Coining (OW)
Lead Operator – Manufacturing (WG)
Lead Operator — Rolling/Blanking (OW)
Leadhand — Die Production (OW)
Leadhand – Manufacturing, Blanking and Rimming (WG)
Leadhand – Manufacturing, Coining and Packaging (WG)
Machinist (WG)
Pipefitter (WG)
Plumber (OW)

1999	21.60
2000	22.08
2001	22.57

Salaried Employees

Accountant (HO)
Coordinator, Treasury (HO)
Draftsperson (HO)
Senior Buyer (HO)

1999	38,199	40,446	42,691	44,938
2000	39,039	41,336	43,630	45,927
2001	39,898	42,245	44,590	46,937

LEVEL 9

Hourly Employees

Lead Operator — Assay (OW)
Lead Operator — Blank Preparation (OW)
Quality Assurance Laboratory Technologist (OW)
Refiner — Foundry (OW)

1999	20.60
2000	21.05
2001	21.52

Salaried Employees

Accountant (WG)
Assay Technician (OW)
Microcomputer Support Technician (HO)

1999	36,422	38,562	40,706	42,847
2000	37,223	39,410	41,602	43,790
2001	38,042	40,277	42,517	44,753

LEVEL 8

Hourly Employees

Die Production Operator (OW)
Engraving Technician (HO)
Expediter (OW)
Lead Operator — Annealing (WG)
Lead Operator — Blanking (WG)
Lead Operator — Packaging (OW)
Power Engineer — 4th Class (WG)
Refiner - Electrolysis (OW)
Senior Quality Assurance Technician (WG)
Set-Up Operator - Coining (WG)
Shipper/Receiver Warehouse (OW)

1999	19.63
2000	20.06
2001	20.50

Salaried Employees

Administrative Clerk – IT (HO)
CMMS/Inventory Coordinator (OW)
Computer Operator (HO)
Coordinator — Precious Metal Control (OW)
Technical Coordinator (HO)

1999	40,827
2000	41,725
2001	42,643

LEVEL 7

Hourly Employees

Die Production Operator (WG)
Lead Operator — Continuous Casting (OW)
Lead Preventive Maintenance Person (OW)
Operator – Medals (OW)
Quality Assurance Tooling Technician (OW)
Senior Operator Rolling Room (OW)
Set-up Operator — Coining (OW)

1999	18.59
2000	19.00
2001	19.42

Salaried Employees

Accounting and Inventory Clerk (HO)
Coin Security Officer (WG)
Lead Shipping Clerk (OW)

1999	38,667
2000	39,518
2001	40,387

LEVEL 6

Hourly Employees

Coordinator, Material Handling (OW)

1999	17.82
2000	18.21
2001	18.61

Salaried Employees

Corporate Customer Services Representative (HO)
Lead Inventory Control Clerk (WG)
Lead Inventory Control Clerk – Vault (OW)

1999	37,065
2000	37,880
2001	38,713

LEVEL 5

Hourly Employees

Operator — Assay (OW)
Operator — Production (OW)
Operator — Production (WG)
Operator — Refinery (OW)
Preventive Maintenance Person (WG)
Preventive Maintenance Person (OW)
Storesperson (WG)
Handyperson (OW)

1999	17.00
2000	17.38
2001	17.76

Salaried Employees

Customer Services Representative (HO)
Customer Services Representative – Outbound (HO)
Customer Services Representative/Receptionist (HO)
Financial Clerk (HO)
Inventory Control Clerk — Mint Office (OW)
Mechanical Maintenance Clerk (WG)
Production Scheduling Clerk (OW)

1999	35,365
2000	36,143
2001	36,938

LEVEL 4

Hourly Employees

Quality Assurance Technician (OW)
Quality Assurance Technician (WG)

1999	15.81
2000	16.16
2001	16.51

Salaried Employees

Inventory Control Clerk — Vault/Rolling Room (OW)
Tour Guide (HO)

1999	32,885
2000	33,608
2001	34,347

LEVEL 3

Hourly Employees

Material Handler — Stores (OW)

1999	14.77
2000	15.10
2001	15.43

Salaried Employees

Clerk — Administration (WG)
Inventory Control Clerk (WG)

1999	30,723
2000	31,399
2001	32,090

LEVEL 2

Salaried Employees

Clerk — Production (WG)
Clerk — Purchasing (HO)
Clerk/Typist — Administration (WG)
Clerk/Typist — Purchasing (WG)
Clerk/Typist — Quality Assurance (WG)
Weight Checker (OW)

1999	29,263
2000	29,907
2001	30,565

LEVEL 1

Hourly Employees

Helper (OW)
Helper (WG)
Messenger (HO)

<u>B</u>	1999	13.80
	2001	14.10

Salaried Employees

Shipping Clerk (OW)

1999	28,084
2000	28,702
2001	29,333

Entry-level for Part-time, Temporary Employees (as described in Appendices G, H and I) and Summer Students:

Part-time / Temporary Employees / Summer Students	1999	13.21 *
	2000	13.21 *
	2001	13.21 *

* entry-level rate will apply until the completion of 180 worked days

COOPERATIVE PROGRAM — STUDENT (37-1/2 hr. work week)

	1 st Year	2 nd Year	3 rd Year	4 th Year
1999	23,938	25,781	27,623	29,464
2000	24,465	26,348	28,231	30,112
2001	25,003	26,928	28,852	30,774

APPRENTICESHIP PROGRAM

Hourly Employees

		1st <u>year</u>	2nd <u>year</u>	3rd year	4th <u>year</u>	5th year
Apprentice Industrial Mechanic (Winnipeg)	1999	12.96	16.22	19.44		
	2000	13.25	16.58	19.87		
	2001	13.54	16.94	20.31		
Apprentice Machinist (Winnipeg)	1999	11.88	14.03	16.22	19.44	
	2000	12.14	14.34	16.58	19.87	
	2001	12.41	14.66	16.94	20.31	
Apprentice Electrician (Winnipeg)	1999	11.88	14.03	16.22	19.44	
	2000	12.14	14.34	16.58	19.87	
	2001	12.41	14.66	16.94	20.31	
Apprentice Engraver	1999	11.74	14.05	16.42	18.76	21.11
	2000	12.00	14.36	16.78	19.17	21.57
	2001	12.26	14.68	17.15	19.59	22.04

Apprentice Electrician (Ottawa)	1999	10.80	12.96	15.12	17.29	19.44
	2000	11.04	13.25	15.45	17.67	19.87
	2001	11.28	13.54	15.79	18.06	20.31
Apprentice Machinist/Mechanic (Ottawa)	1999	11.74	14.05	16.42	18.76	21.11
	2000	12.00	14.36	16.78	19.17	21.57
	2001	12.26	14.68	17.15	19.59	22.04

APPENDIX B

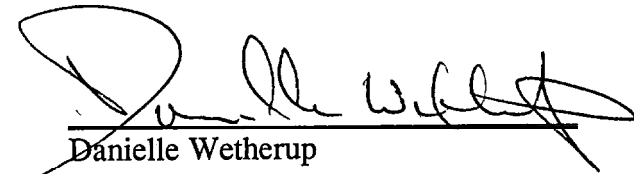
LETTER OF UNDERSTANDING

PRESTIGE SET

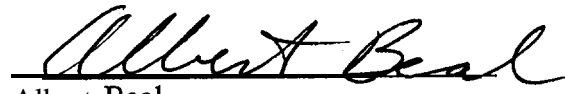
It is understood that a Mint Prestige Set will be given to each employee member of the bargaining unit in December of each year covered by this Agreement.

ROYAL CANADIAN MINT

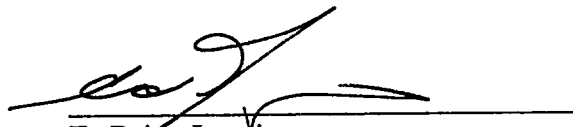
**PUBLIC SERVICE ALLIANCE
OF CANADA**



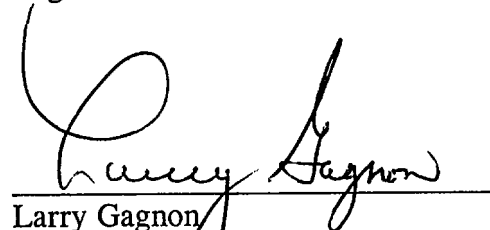
Danielle Wetherup
President and Master



Albert Beal
Regional Executive Vice-President



E. Brian Legtis
Vice-President, Human Resources



Larry Gagnon
Chairperson, Negotiation Team

Signed this 29TH day of SEPT. 1999.

APPENDIX C

LETTER OF UNDERSTANDING

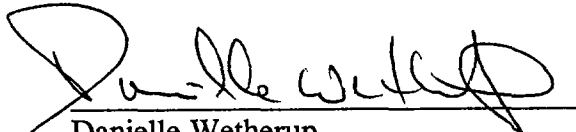
TERM APPOINTMENTS

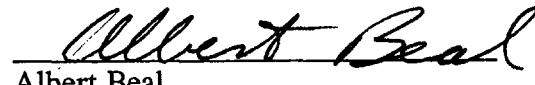
The Royal Canadian Mint and the Public Service Alliance of Canada agree that the terms and conditions outlined herein will take precedence over any terms and conditions which may deal with such matters in the **RCM/PSAC** collective agreement.


1. This Letter of Understanding will cover employees and positions which are affected as a result of an employee being granted an **authorized** leave of absence for purposes of maternity leave and education leave under these leave provisions of the collective agreement. When the Mint elects to fill a vacancy with a term appointment as a result of the granting of an **authorized** leave of absence for purposes of maternity leave and education leave, it will inform and obtain approval in writing from the Union prior to including the term position under this Letter of Understanding.
2. Full-time employees currently working in the Region where the vacancy occurs will be given first consideration for term appointments as per the provisions of Article 30.05 of the collective agreement. Notwithstanding the provisions of Article 30.05 c), a full-time employee chosen from the Mint to fill a term appointment will be appointed to the position on an acting basis for the duration of the **authorized** leave of absence subject to the employee's ability to perform the duties of the position satisfactorily. At the end of the acting appointment, the employee will revert to his former classification and retain all seniority accumulated both prior to and during the acting appointment.
3. In the event that the Employer is unable to select a suitable candidate from the full-time employees for a term appointment, a term employee may be hired from outside the Mint. The duration of the term appointment will be for the full period of the **authorized** leave of absence. However, the Mint reserves the right to terminate the appointment at any time for whatever reasons by giving two (2) weeks advance notice. In the event that a term employee is hired to fill a position vacated by the full-time employee who has accepted an acting appointment to another position as per paragraph 2 of this Letter of Understanding, his term of employment will end the day prior to the day the full-time employee is scheduled to revert to his substantive classification.
4. Term employees will be subject to the provisions of the collective agreement except for Articles 15.01, 21 and 37.


ROYAL CANADIAN MINT

**PUBLIC SERVICE ALLIANCE
OF CANADA**


Danielle Wetherup
President and Master


Albert Beal
Regional Executive Vice-President


E. Brian Legris
Vice-President, Human Resources


Larry Gagnon
Chairperson, Negotiation Team

Signed this 29TH day of SEPT. 1999.

APPENDIX D

LETTER OF UNDERSTANDING

IMPLEMENTATION OF THE JOB EVALUATION STUDY

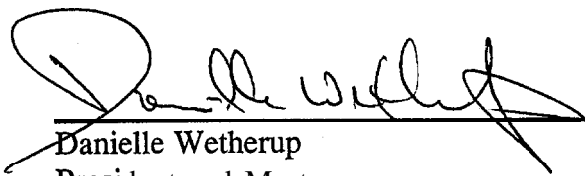
The terms and conditions governing the implementation of the job evaluation study are outlined in a Letter of Understanding which forms part of this collective agreement. Clause 6.01(b)(i) of the Letter of Understanding is amended as follows:


A joint job evaluation committee shall be established to evaluate positions according to the Mint Job Evaluation Plan. The committee shall be composed of six members: one representative of management and one representative of the union in each region in addition to one job evaluation specialist from the Mint and one from the Public Service Alliance of Canada. The composition of the committee will rotate as necessary to ensure that representatives do not perform evaluations of jobs in their respective areas. The Committee shall evaluate positions and reach consensus on the results of these evaluations.

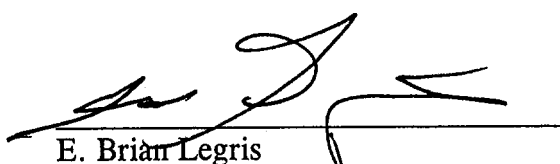
Costs associated with committee members, who are employees of the Royal Canadian Mint, will be paid by the Mint.

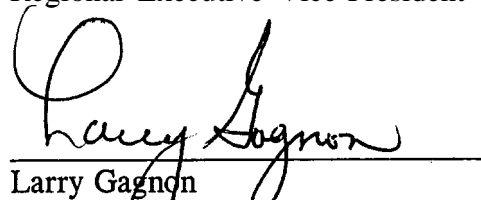
ROYAL CANADIAN MINT

**PUBLIC SERVICE ALLIANCE
OF CANADA**


Danielle Wetherup
President and Master


Albert Beal
Regional Executive Vice-President


E. Brian Legris
Vice-President, Human Resources


Larry Gagnon
Chairperson, Negotiation Team

Signed this 29TH day of SEPT. 1999.

APPENDIX E

LETTER OF UNDERSTANDING

APPRENTICESHIP TRAINING PROGRAM

In keeping with the Employer's human resources planning objectives, the Employer will make every reasonable effort to fill trade positions through the Apprenticeship Training Program.

The Royal Canadian Mint and the Public Service Alliance of Canada agree that subject to the provisions of the collective agreement, the following conditions will govern all apprenticeship training programs.

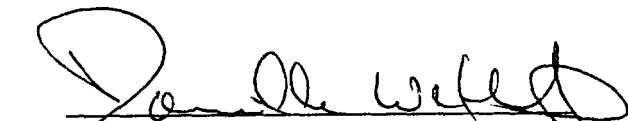
1. Apprenticeship programs will be established in accordance with provincial requirements and regulations and registered with the respective provincial authorities.
2. Management has the sole right to decide which candidates will be selected under the apprenticeship program and Management will establish the number of employees to be selected (provided it does not exceed the ratio stipulated by the Provincial Act

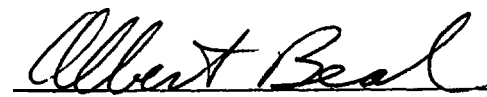
and Regulations). However, it is **recognized** that the Public Service Alliance of Canada will enjoy a consultative role in this selection process.

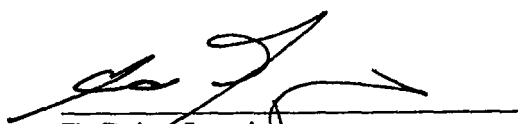
3. Apprentices will be placed on a **3-month** probationary period, except those recruited for the engraving program who will be subject to a one year probation as per the provisions of Article **45** of the collective agreement. In the eventuality that the progress of apprentices is determined by Management as being unsatisfactory, they will be removed from the program subject to the appeal provisions of the relevant provincial regulations relating to apprenticeship programs. Prior to removing any candidates from a program, the Royal Canadian Mint undertakes to inform the Alliance of its decision in this regard.
4. If the Mint operations are closed in whole or in part, the Mint reserves the right to release the apprentices subject to the provisions of the collective agreement and provincial legislation.
5. Management retains the sole discretion to discharge apprentices for non-conformity with rules or regulations affecting the program, for want of industry and for indifference by the apprentice to his duties or improper conduct on Mint or school premises. This applies to all apprentices who have been removed from an Apprenticeship Program for cause by the respective provincial authorities. Prior to implementing its decision, Management will **inform** the Alliance.
6. Management will make every reasonable effort to reintegrate trainees in the regular workforce when they have been removed from the apprenticeship program, except when the trainee has been removed for disciplinary reasons.
7. The apprentice must attend and complete related training to the satisfaction of the provincial and/or community college authorities as applicable.

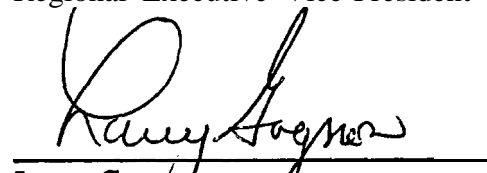
ROYAL CANADIAN MINT

**PUBLIC SERVICE ALLIANCE
OF CANADA**


Danielle Wetherup
President and Master


Albert Beal
Regional Executive Vice-President


E. Brian Legris
Vice-President, Human Resources


Larry Gagnon
Chairperson, Negotiation Team

Signed this 29TH day of SEPT. 1999.

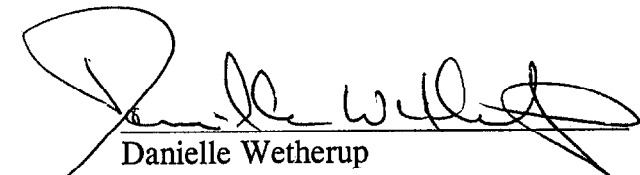
APPENDIX F

**LETTER OF UNDERSTANDING
METAL-FREE DIRECTIVE**

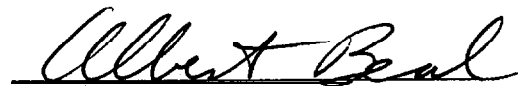
The terms and conditions governing **contraventions** to the Metal Free Directive are outlined in a Memorandum of Agreement which forms part of this collective agreement.

ROYAL CANADIAN MINT


**PUBLIC SERVICE ALLIANCE
OF CANADA**



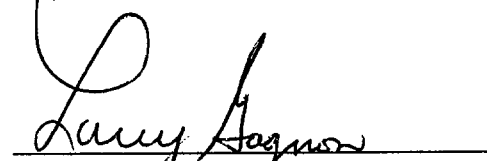
Danielle Wetherup
President and Master



Albert Beal
Regional Executive Vice-President



E. Brian Legris
Vice-President, Human Resources



Larry Gagnon
Chairperson, Negotiation Team

Signed this 29TH day of SEPT. 1999.

APPENDIX G

**Memorandum of Agreement
Between
Royal Canadian Mint (Ottawa)
And
Public Service Alliance of Canada**

Re: Temporary Employees – Ottawa Plant – Shipping and Packaging

1. Temporary employees will only be hired to supplement the work of full-time employees.
2. If, in an area where temporary employees are used, a full-time vacancy exists or a full-time employee leaves, retires, dies, resigns or is discharged from the Mint, the Mint will either fill or create a full-time position as long as there are temporary employees in that area.
3. The employer will not hire more than 70 temporary employees at any given time.
4. The temporary employees will perform work in Packaging and Shipping that may occur from time to time throughout the year.
5. The temporary employees may work with the full-time employees in Shipping and Packaging on a Monday to Friday basis during the regular work hours of the full-time employees. In cases of work on a Saturday or Sunday, overtime will be offered to the full-time employees who work in Packaging and Shipping before resorting to the temporary workforce.
6. Temporary employees who are employed to work in Packaging and Shipping may also replace other employees in the production plant at the higher level in the following areas:

Press Room
Rolling Room
Burnishing
Annealing

Who are on leave of absence including vacation, who are in an acting position or who are undertaking training provided that there are no readily available qualified regular, full-time employees to do this work.

7. Should a reduction in the workforce in Packaging and Shipping be necessary, temporary employees shall be terminated before any full-time employee is affected.

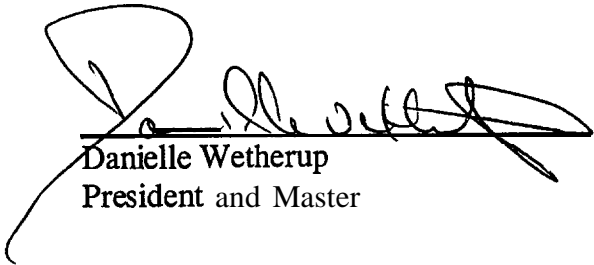
8. A temporary employee shall be converted to full-time status where they have completed 180 worked days in a 12 month period. The Employer will not deny an employee work if work is available, for the sole purpose of frustrating this provision.
9. Qualified temporary employees will be offered all full-time employment opportunities at the Helper level for which they qualify.
10. Temporary employees may apply for vacancies in accordance with clauses 37.12 to 37.18 inclusive.
11. In accordance with the provisions of article 37, full-time employees will be given priority above the temporary employees for all vacant or newly created full-time positions.
12. The following shall replace article 10.04 for temporary employees:

For the purposes of applying clauses 10.01 and 10.03, deductions from pay for each temporary employee shall be made for each month to the extent that earnings are available.

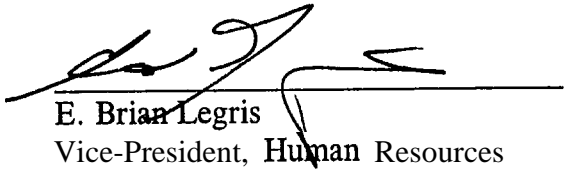
13. Temporary employees shall be entitled to all of the conditions of the collective agreement except for the provisions of Article 16 (Vacation Leave); Article 18 (Special Leave, except bereavement leave. Temporary employees will be entitled to two (2) days' bereavement leave with pay where a member of his immediate family dies); Article 19 (Sick Leave); Article 37 (Service) and Clause 20.01 (Court Leave). In lieu of vacation and other benefits, the temporary employee shall be paid 6% of the total pay compensation received during the period of employment.
14. Full-time employees hereunder will not be affected by a workforce reduction for a period of at least one (1) calendar month after the last temporary employee has been terminated.
15. Temporary employees shall be paid at the entry-level rate of pay of the collective agreement.
16. In order to monitor the use of temporary employees, the Union Local and the Employer will consult on a semi-annual basis commencing December 31, 1999. As part of this consultation, the parties will review the number of hours worked and the number of employees with a view to possibly converting some of the temporary positions to full-time positions where there is a demonstrated need to meet operational requirements.
17. This MOA will expire on December 31, 2001 unless otherwise mutually agreed.

ROYAL CANADIAN MINT

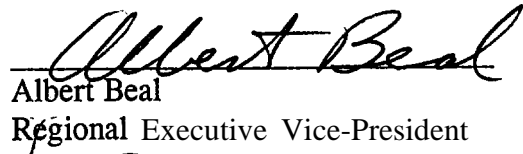
PUBLIC SERVICE ALLIANCE
OF CANADA



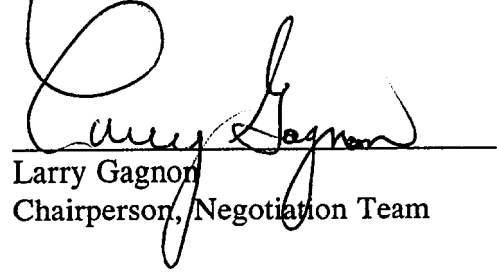
Danielle Wetherup
President and Master



E. Brian Legris
Vice-President, Human Resources



Albert Beal
Regional Executive Vice-President



Larry Gagnon
Chairperson, Negotiation Team

Signed this 29th day of SEPT. 1999.

APPENDIX H
Memorandum of Agreement
Between
Royal Canadian Mint (Direct Marketing and Visitor Services)
And
Public Service Alliance of Canada

Re: Temporary Employees – Direct Marketing and Visitor Services

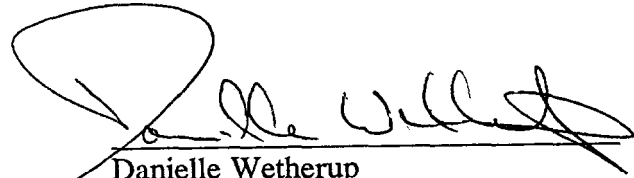
1. Temporary employees will only be hired to supplement the work of full-time employees hereunder.
2. If, in an area where temporary employees are used, a full-time vacancy exists or a full-time employee leaves, retires, dies, resigns or is discharged from the Mint, the Mint will either fill or create a full-time position as long as there are temporary employees in that area.
3. The temporary employees will perform work in the areas covered by this MOA that may occur from time to time throughout the year.
4. The maximum hours which may be worked by temporary employees, on an annual basis, will be the equivalent of eight (8) person-years.
5. In cases of work on a Saturday or Sunday, the overtime will be offered to the full-time employees who work in the areas covered by this MOA before resorting to the temporary workforce.
6. Should a reduction in the workforce in the areas covered by this MOA be necessary, temporary employees shall be terminated before any full-time employee is affected.
7. A temporary employee shall be converted to full-time status where they have completed 180 worked days in a 12 month period. The Employer will not deny an employee work, if work is available, for the sole purpose of frustrating this provision.
8. Temporary employees may apply for vacancies in accordance with clauses 37.12 to 37.18 inclusive.
9. In accordance with the provisions of article 37, full-time employees will be given priority above the temporary employees for all vacant or newly created **full-time** positions.
10. The following shall replace article 10.04 for temporary employees:

For the purposes of applying clauses 10.01 and 10.03, deductions from pay for each temporary employee shall be made for each month to the extent that earnings are available.

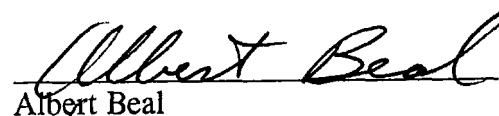
11. Temporary employees shall be entitled to all of the conditions of the collective agreement except the provisions of Article 16 (Vacation Leave); Article 18 (Special Leave, except bereavement leave. Temporary employees will be entitled to two (2) days' bereavement leave with pay where a member of his immediate family dies); Article 19 (Sick Leave) Article 37 (Service) and Clause 20.01 (Court Leave). In lieu of vacation and other benefits, the temporary employee shall be paid 6% of the total pay compensation received during the period of employment.
12. Full-time employees hereunder will not be affected by a workforce reduction for a period of at least one (1) calendar month after the last temporary employee has been terminated.
13. Temporary employees shall be paid at the entry-level rate of pay of the collective agreement.
14. In order to monitor the use of temporary employees, the Union Local and the Employer will consult on a semi-annual basis commencing December 31, 1999. As part of this consultation, the parties will review the number of hours worked and the number of employees with a view to possibly converting some of the temporary positions to full-time positions where there is a demonstrated need to meet operational requirements.
15. This MOA will expire on December 31, 2001 unless otherwise mutually agreed.

ROYAL CANADIAN MINT

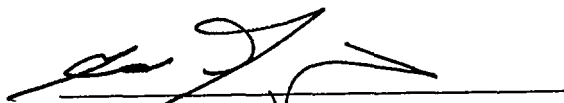
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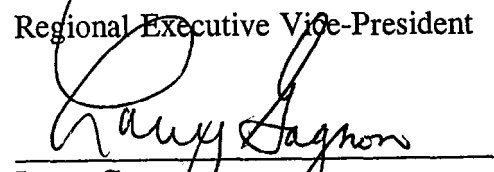
Danielle Wetherup
President and Master



Albert Beal
Regional Executive Vice-President



E. Brian Legris
Vice-President, Human Resources



Larry Gagnon
Chairperson, Negotiation Team

Signed this 29th day of Sept. 1999.

APPENDIX I

**Memorandum Of Agreement
Between
Royal Canadian Mint (Winnipeg Plant)
And
Public Service Alliance Of Canada**

Re: Part-time Employees – Winnipeg Plant (Including Telling; Coining; Annealing; Blanking; Stores; Inventory Control; Quality Assurance; Production Clerk Positions) and (Excluding Machine Shop; Die Production; Electrical Shop; Power Engineers and the following positions: Quality Assurance Support; Administration Clerk; Accounting Clerk; Technical Services Coordinator; Preventive Maintenance and Lead Inventory Clerk)

1. Part-time employees will only be hired to supplement the work of full-time employees hereunder for scheduled work on weekends subject to the provisions of this memorandum.
2. If, in an area where part-time employees are used, a full-time vacancy exists or a full-time employee leaves, retires, dies, resigns or is discharged from the Mint, the Mint will either fill or create a full-time position as long as there are part-time employees in that area.
3. The employer may hire 90 part-time employees which represents 45% of the full-time complement. This ratio will not be exceeded.
4. Part-time employees may work three (3), eight (8) hour shifts (12 midnight to 8 a.m., 8 a.m. to 4 p.m. and 4 p.m. to midnight), or other shifts on weekends starting 0.01 hours Saturday and ending 2400 hours Sunday.

The weekend schedule shall be posted ten (10) days in advance of the commencement date and continue in force for twenty-eight (28) days.

5. Notwithstanding the provisions of clause 4 above, part-time workers will be placed on an on-the-job orientation for a period of up to twenty (20) days to provide for appropriate training prior to commencing work on weekend shifts. Hours of work during this period of training shall be Monday to Friday, eight (8) hours per day. It is understood that the job orientation will not affect the hours of work of full-time employees.
6. Part-time employees may also replace full-time employees who are on leave of absence, in an acting position or who are undertaking training, provided that there are no readily available, full-time employees to fill these positions. In these circumstances, where part-time

employees replace full-time employees at a level higher than a Level 1 position, they will be remunerated in accordance with the pay attached to the position.

7. Part-time employees will be entitled to the benefits provided under the collective agreement in the same proportion as their weekly hours at work compare with the normal weekly hours of work of full-time employees and shall be entitled to all of the provisions of the collective agreement except the provisions of Article 16 (Vacation Leave); Article 18 (Special Leave) (except Bereavement Leave. Part-time employees will be entitled to one (1) day of bereavement leave with pay where a member of their immediate family dies and the funeral falls on a working day); Article 19 (Sick Leave); Article 37 (Service) and Clauses 39.05 (Dental Plan) and 20.01 (Court Leave), In lieu of these benefits, part-time employees shall be paid 6% of the total pay compensation. In accordance with this clause, part-time employees will be entitled to the following health / benefit insurance plans:
 - (i) Public Service Health Care Plan (single coverage);
 - (ii) Disability Insurance Plan;
 - (iii) Public Service Superannuation Plan;
 - (iv) Death Benefit.
8. In accordance with the provisions of Article 37, qualified, full-time employees will be given priority to compete for all vacant or newly created full-time positions above the entry level.
9. Should a reduction in the full-time employee workforce be necessary in the areas identified above, part-time employees in that area shall be laid off before any, full-time employee is affected.
10. Full-time employees in the areas identified above will not be affected by a workforce reduction for a period of at least one (1) calendar month after the last part-time employee in that area has been terminated.
11. Prior to posting the part-time work schedule, the first opportunity for Saturday and Sunday work on the day shift will be provided to full-time employees. Full-time employees will be advised of the opportunity for such work to be paid on an overtime basis and will have the opportunity to volunteer for such work. Where full-time employees volunteer for such overtime, they will be considered as having committed to reporting for work for the scheduled overtime. If the full-time employees fail to report as required, they will be required to substantiate their failure to report. If the absence is not substantiated, the employee will not be permitted to volunteer for overtime during the following 28-day work schedule. The part-time work schedule will be posted in accordance with the provision of section 4 heretofor:

If sufficient full-time employees cannot be found from amongst the regular work force, the remaining shifts and work will be offered to the part-time employees. A part-time employee who is scheduled for an eight (8) hour shift and who works in excess of eight

(8) hours per shift shall be paid at time and one half, for the first four (4) hours and double time thereafter.

12. The following shall replace Article 10.04 for part-time employees:

For the purposes of applying clauses 10.01 and 10.03, deductions from pay for each employee shall be made for each month to the extent that earnings are available.

13. Qualified part-time employees will be offered all full-time employment opportunities at the Helper level. As full-time employees they will not be part of the grandfathered employees as defined in the Collective Agreement (subject to the Agreement of the parties) but will be subject to the remaining provisions of the Collective Agreement.

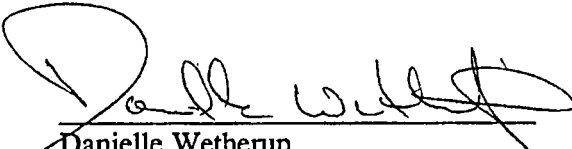
14. Part-time employees shall be paid at the entry-level rate of pay of the collective agreement while performing duties of a Helper. Where part-time employees occupy a position higher than a level 1 position, they will be remunerated in accordance with the pay attached to that position.

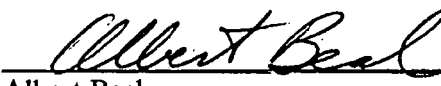
15. In order to monitor the use of part-time employees, the Union Local and the Employer will consult on a semi-annual basis commencing December 31, 1999. As part of this consultation, the parties will review the number of hours worked and the number of employees with a view to possibly converting some of the part-time positions to full-time positions where there is a demonstrated need to meet operational requirements.


16. This MOA will expire on December 31, 2001 unless otherwise mutually agreed.

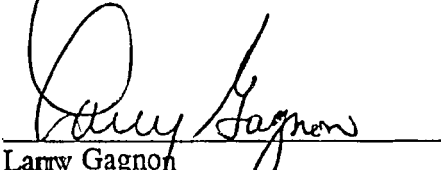
ROYAL CANADIAN MINT

PUBLIC SERVICE ALLIANCE
OF CANADA


Danielle Wetherup
President and Master


Albert Beal
Regional Executive Vice-President


E. Brian Legris
Vice-President, Human Resources


Larry Gagnon
Chairperson, Negotiation Team

Signed this 29th day of Sep. 1999.