

**AGREEMENT**

**between**

**THE ROYAL CANADIAN MINT**

**and**

**THE PUBLIC SERVICE ALLIANCE  
OF CANADA**

**expires December 31, 2013**

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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 Government 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 38.10 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 Government 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 seven hundred and twenty (720) hours (excluding overtime) 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 five hundred and twenty (520) hours or the number of worked hours 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.

The termination of a probationary employee shall be at the discretion of the Employer provided that such termination is not arbitrary, discriminatory or in bad faith.

- (q) "Spouse" will be interpreted to include common-law spouse. A common-law spouse relationship exists when, for a continuous period of at least one year, an employee has lived with a person, publicly



represented that person to be his/her spouse and continues to live with the person as if that person were his/her spouse.

- (r) "Trial period" means the amount of time referred to in Articles 38.08 and 38.17;
- (s) "Weekly rate of pay" means an employee's daily rate of pay multiplied by five (5);
- (t) "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.
- 3.03 Throughout this Agreement, words importing the masculine gender shall include the feminine gender.

### **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 Industrial 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. 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 Industrial 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)
Customer Solutions Center .....	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 Systems .....	1 (one)
Plating Area .....	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, two (2) directors, the Employment Equity Coordinator, 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 workstation or post 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 National Council Meetings, Congress and Conventions**

9.08 The Employer will grant leave without pay to a reasonable number of employees to attend national 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.

**Alternate Dispute Resolution (ADR) process**

9.12 The Employer will grant leave with pay to an employee whose participation is required in any Alternate Dispute Resolution (ADR) process with the Employer, as well as to his/her union representative.

**Time off for Union Executives**

9.13 Upon reasonable notice, the Employer will grant leave without pay to an employee elected to the Component National Council to provide representation services on behalf of Component members.

9.14 Subject to operational requirements, the Employer will grant leave without pay to an employee elected to a full-time union position or to an employee hired by the Union to a term position.

**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 initialed 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 The credit or debit balance of all sick 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 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.
- (d) The Employer shall inform the employee, in writing, 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 Employees shall take all of their vacation leave during the leave year in which it is earned and where, in any vacation year, all of the vacation leave credited to an employee has not been used, the unused portion of his vacation leave, to a maximum of 5 (five) days, shall be carried over into the following vacation year. All vacation leave credits in excess of 5 days shall be automatically paid in cash at his daily rate of pay, as calculated from the classification of his substantive position on the last day of the vacation year. The payment will be made within 60 days of the end of the vacation year.
- 16.06 An employee earns but is not entitled to receive vacation leave with pay during his first six (6) months of continuous employment.
- 16.07 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.

- 16.08 (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 30<sup>th</sup> of April.

#### **Recall from Vacation Leave**

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

#### **Leave When Employment Terminates**

- 16.11 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.
- 16.12 Subject to Clause 16.13, 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.

16.13 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**

16.14 The Mint has the right, during the period from July 1<sup>st</sup> to August 31<sup>st</sup>, to shut down an area(s) for a period of not more than three (3) consecutive weeks or to reduce production in that (those) area(s) for a period of not more than six (6) consecutive weeks. The majority of annual leave will be taken during this period.

#### **Advance Payments**

16.15 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 parents (including step-parents or foster parents), brother, sister, spouse (or common-law spouse resident with the employee) fiancé(e), child of the employee (including foster children or children or children of the common-law spouse) 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 days. In addition, he may be granted up to three (3) days special leave for the purpose of travel. Days of rest and designated paid holidays are excluded from the bereavement period;
- (b) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in (a);
- (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, 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, Clause 18.05 and clause 18.07, 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.

**Family-related leave**

18.07

- (a) For the purposes of this Clause, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household.
- (b) The total leave with pay which may be granted under this Clause shall not exceed five (5) days (part of existing 25 days) in a fiscal year.
- (c) Subject to clause 18.07(b), the Employer shall grant leave with pay under the following circumstances:

- (i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
- (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
- (iii) to provide for the immediate and temporary care of an elderly member of the employee's family.
- (iv) to provide for the immediate or temporary care or make alternate care arrangements for children

Application for Family-related leave will be submitted through a specific form (see Appendix J) as required by the Employer.

## **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 totaling 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 38.10 (a), he shall retain any unused sick leave existing at the time of lay-off.

19.06 When 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, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned. 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.
- 19.11 When an employee, who works in a continuous operation, is granted sick leave with pay on a statutory holiday, his sick leave credits will be charged in accordance with article 19. The employee shall be granted a day of leave with pay at a later date in lieu of the holiday.

#### **Medical and Dental Appointments**

- 19.12 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.
- 19.13 Medical information may only be requested of an Employee by the Employer for the purpose of confirming the employee's medical status or fitness for work and shall be submitted directly to the Mint's designated physician and treated in accordance with the standards for privacy and confidentiality practiced by the medical profession.

### **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.

### **20.04 Maternity Leave Without Pay**

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a) :

(i) where the employee has not yet proceeded on maternity leave without pay and her new-born child is hospitalized,  
or

(ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her new-born child is hospitalized,

the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling seventeen (17) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of seventeen (17) weeks.

(c) The extension described in paragraph (b) shall end not later than one hundred and four (104) weeks after the termination date of pregnancy.

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

(e) An employee who has not commenced maternity leave without pay may elect to :

(i) use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;

(ii) use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 19, Sick leave with Pay. For purposes of this subparagraph, the terms « illness » or « injury » used in Article 19 shall include medical disability related to pregnancy.

(f) An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

(g) Leave granted under this clause shall be counted for the calculation of « continuous employment » for the purpose of calculating severance pay and « service » for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

**Maternity Allowance**

20.05 (a) An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplementary Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she :

- (i) has completed six (6) months of continuous employment before the commencement of her maternity leave without pay;
- (ii) provides the Employer with proof that she has applied for and is in receipt of pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and,

- (iii) has signed an agreement with the Employer stating that :
  - (A) she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
  - (B) following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of the maternity allowance;
  - (C) should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, she will be indebted to the Employer for an amount determined as follows :

(allowance received) X                      (remaining period to be worked following her return to work

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[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired by the same Employer within a period of five days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).
- (c) Maternity allowance payments made in accordance with the SUB Plan will consist of the following :
  - (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance pregnancy benefits, ninety-three (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,  
  
and
  - (ii) for each week that the employee receives a pregnancy benefit pursuant to Section 22 of the *Employment Insurance Act*, the difference between the gross weekly amount of the Employment Insurance pregnancy benefit she is eligible to receive and ninety-three (93%) of her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which she would have been eligible if no extra monies had been earned during this period.
- (d) At the employee's request, the payment referred to in subparagraph 20.05(c) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance pregnancy benefits.
- (e) The maternity allowance to which an employee is entitled is limited to that provided in paragraph ( c ) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph ( c ) shall be :
  - (i) for a full-time employee, the employee's rate of pay on the day immediately preceding the commencement of maternity leave without pay,
  - (ii) for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time



earnings by the straight time earnings the employee would have earned working full-time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
- (j) Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

#### **Special Maternity Allowance for Totally Disabled Employees**

20.06 (a) An employee who :

- (i) fails to satisfy the eligibility requirement specified in subparagraph 20.05(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and,

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 20.05(a), other than those specified in sections (A) and (B) of subparagraph 20.05(a)(iii),

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 20.05 for a combined period of no more than the number of

weeks during which she would have been eligible for pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* had she not been disqualified from Employment Insurance pregnancy benefits for the reasons described in subparagraph (a)(i).

### **Transitional Provisions**

20.07 If, on the date of signature of the Memorandum of Agreement modifying the provisions of this Article, an employee is currently on maternity leave without pay or has requested a period of maternity leave but has not commenced the leave, she shall upon request be entitled to the provisions of this Article. Any application must be received before the termination date of the leave period originally requested.

### **Parental Leave Without Pay**

20.08 (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

(b) Where an employee commences legal proceedings 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, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

(c) Notwithstanding paragraphs (a) and (b) :

(i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,

or

(ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one

hundred and four (104) weeks after the day on which the child comes into the employee's care.

- (d) An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the expected date of the birth of the employee's child (including the child of a common-law spouse), or the date the child is expected to come into the employee's care pursuant to paragraphs (a) and (b).
- (e) The Employer may :
  - (i) defer the commencement of parental leave without pay at the request of the employee;
  - (ii) grant the employee parental leave without pay with less than four (4) weeks' notice;
  - (iii) require an employee to submit a birth certificate or proof of adoption of the child.
- (f) Parental leave without pay taken by a couple employed at the Royal Canadian Mint shall not exceed a total of thirty-seven (37) weeks for both individuals combined.
- (g) Leave granted under this clause shall count for the calculation of « continuous employment » for the purpose of calculating severance pay and « service » for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.
- (h) At the request of an employee and with the agreement of the Employer, the leave referred to in sub-clauses (a) and (b) may be taken in two or more periods.

#### **Parental Allowance**

- 20.09 (a) An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she :
- (i) has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  - (ii) provides the Employer with proof that he or she has applied for and is in receipt of parental benefits pursuant to Section 23 of the *Employment Insurance Act* in respect of insurable employment with the Employer,

and

(iii) has signed an agreement with the Employer stating that :

- (A) the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- (B) following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 20.05 (a)(iii)(B), if applicable;
- (C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows :

(allowance received) X (remaining period to be worked following her/his return to work)

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[total period to be worked as specified in (B)]

however, an employee whose specified period of employment expired and who is rehired by the same Employer within a period of five days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

- (b) For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following :
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
  - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act*, the difference between the gross weekly amount of the *Employment Insurance* parental benefits he or she is eligible to receive and ninety-three (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;
  - (iii) where the employee becomes entitled to an extension of parental benefits pursuant to Subsection 12(7) of the *Employment Insurance Act*, the parental allowance payable under the SUB Plan described in subparagraph (ii) will be extended by the number of weeks of extended benefits which the employee receives under Subsection 12(7) of the EI Act.
- (d) At the employee's request, the payment referred to in subparagraph 20.09 (c ) (i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of EI parental benefits.
- (e) The parental allowance to which an employee is entitled is limited to that provided in paragraph ( c ) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the *Employment Insurance Act*.
- (f) The weekly rate of pay referred to in paragraph (c ) shall be :
- (i) for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
  - (ii) for an employee who has been employed on a part-time or on a combined full time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying rate of pay in

subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full time during such period.

- (g) The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
- (h) Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
- (i) Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- (j) Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

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

20.10 (a) An employee who :

- (i) fails to satisfy the eligibility requirement specified in subparagraph 20.09(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Longterm Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the *Government Employees Compensation Act* prevents the employee from receiving Employment Insurance parental benefits,

and

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 20.09(a), other than those specified in sections (A) and (B) of subparagraph 20.09(a)(iii),

shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three percent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the *Government Employees Compensation Act*.

- (b) An employee shall be paid an allowance under this clause and under clause 20.09 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental benefits pursuant to Section 23 of the *Employment Insurance Act*, had the employee not been disqualified from Employment Insurance parental benefits for the reasons described in subparagraph (a)(i).

### **Transitional Provisions**

20.11 If, on the date of signature of the Memorandum of Agreement modifying the provisions of this Article, an employee is currently on Child Care Leave or has requested a period of such leave without pay but has not commenced the leave, he or she shall upon request be entitled to the provisions of this article. Any application must be received before the termination date of the leave period originally requested.

### **Other leave with or without pay**

20.12 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.

### **20.13 Deferred Leave**

- (A) Deferred leave means a period of authorized leave without pay of between six (6) and twelve (12) consecutive months duration where an employee has requested such leave in advance and at that time makes an arrangement to have a percentage of her/his salary deposited into a trust fund which will provide an income for the employee during the period of leave.
- (B) At the request of an employee, the salary for a four (4) year period shall be paid over five (5) years at the rate of eighty percent (80%) per year allowing one (1) year off in the five (5) year period during which the employee would be paid at eighty (80%) level. Provision shall be made for varying percentages and time periods.
- (C) Subject to operational requirements and at no additional cost to the Employer, an employee may be granted a deferred leave in accordance with the following:
  - a) Application
    - i) an application for such leave shall be in writing;
    - ii) the reply shall be given to an employee not later than thirty (30) days after the date of the application being submitted. Such leave shall not be unreasonably withheld.

b) Funding for Deferred Leave

- i) During the fiscal years(s) prior to the leave, the employee will receive her/his current remuneration, less the amount which the employee has specified in hi/her application for the fiscal year(s) in question which is to be retained by the Employer.
- ii) The monies retained by the Employer in accordance with clause b) i) shall be deposited in a recognized trust account.

c) Taking of Deferred Leave

- i) The deferred leave shall occur according to, and be governed by, a separate agreement between the Employer and the employee.
- ii) If the Employer is unable to obtain a suitable replacement for an employee for the period of a deferred leave specified by that employee, the Employer may, at its discretion, and upon six (6) months notice to the employee, defer the deferred leave until a suitable replacement is found in accordance with the agreement.
- iii) On return from the deferred leave, the employee shall be assigned to her/his previous position or any other similar position that he/she may agree to without the requirement of a probationary period.
- iv) After participation in this leave plan, the employee's salary and benefits will be as set out in the agreement then in force between the Employer and the Alliance governing such matters.
- v) Deferred leave shall not be deemed to be an interruption in continuous employment and seniority, nor shall it affect the number of hours of accumulated sick leave or vacation leave, but it shall not count as experience for salary purposes.

d) Fringe Benefits

During a deferred leave, the responsibility for payment of premiums for fringe benefits for an employee shall be as set forth in the agreement then in force between the Employer and the Alliance governing such matters.



e) Withdrawal

An employee may withdraw from the leave plan at any time up to six (6) months prior to the date the deferred leave is scheduled to commence unless a commitment has been made to suitable replacement employee.

20.14 **Leave with Income Averaging**

Upon request and with the concurrence of the employer, an employee shall be entitled to reduce the number of weeks he/she works in any 12-month period by taking leave without pay for a minimum of five (5) weeks to a maximum of three (3) months, with income averaged over the full 12-month period. Pension and other benefits will be calculated as if the employee was on paid leave.

20.15 **Leave Without Pay for the Compassionate Care of Family Member**

a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

b) For the purpose of this Article, family will be defined as in the Employment Insurance Act.

c) Subject to sub-clause (b), an employee shall be granted leave without pay for the compassionate care of family member in accordance with the following conditions:

(i) an employee shall notify the Employer in writing, as far in advance as possible, but not less than two (2) weeks of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

(ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks.

d) Leave granted under this article shall be for a minimum period of one (1) week.

20.16 Compassionate Care Allowance

(a) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in clause (b), providing he or she:

**(i)** has completed six (6) months of continuous employment before the commencement of leave without pay,

(ii) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the Employment Insurance Act in respect of insurable employment with the Employer,

i)

(b) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:

For each week in respect of which the employee receives Compassionate Care benefits, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits he or she is eligible to receive and **ninety-three percent (93%)** of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;

## 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.
- (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.

#### Death

- 21.06 If an employee dies, there shall be paid to his estate an amount equal to the product obtained by multiplying his weekly rate of pay by the number of completed years of his continuous employment, and in 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 of retiring leave by the Employer.

## 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 eight (8) 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 twelve dollars (\$12.00), 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.

- 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 eight (8) 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, he shall be paid to a maximum of twelve dollars (\$12.00) 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.
- 26.03 An employee, in the Information Technology department, on standby duty who performs work after having been contacted by the Employer but who is not required to report to the normal place of work, shall be paid either for the time actually worked at overtime rate or a minimum of fifteen (15) minutes at overtime rate, whichever is greater.

## **ARTICLE 27**

### **STANDBY**

- 27.01 This Article applies to all employees in technical services who are not subject to the grandfather protection as described in clause 2.01(i) and the Information Technology department. Grand-fathered employees may chose to opt into



being available for standby, in which case they shall waive grand-fathering protection for the purposes of this article.

- 27.02 Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of one (1) hour's pay at straight time, for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.
- 27.03 An employee designated by letter or by list for standby duty shall be available during the standby period at a known telephone number and be available to return for work as quickly as possible if called. In designating employees for standby duty, the Employer shall provide employees with at least four (4) working days advance notice and will endeavour to provide for the equitable distribution of standby duties.
- 27.04 The Employer shall provide employees with a mobile communication device for the standby period.
- 27.05 No standby payment shall be granted if an employee is unable to report for work when required.
- 27.06 In addition to the compensation provided for under 27.02 employees on standby who are called back to work shall be compensated under Article 26.

## **ARTICLE 28**

### **TRAVELLING TIME**

- 28.01 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 traveled to a maximum of eight (8) hours.

## **ARTICLE 29**

### **REPORTING PAY**

- 29.01 (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 30**

**SHIFT PREMIUM**

- 30.01 (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 and seventy cents (\$1.70) 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 and seventy cents (\$1.70) 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 31**

**PAY**

- 31.01 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 43.10.
- 31.02 Employees shall be paid every second week on Wednesday. The cheque for each employee will be placed in a sealed envelope before distribution.
- 31.03 (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

**Comment:** initially referred to 39.09 however this article has been deleted (duplicate of 43.10)

the case of salaried employees who shall receive their additional income in a separate cheque in the month following.

- 31.04 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 38.09.

**Acting Pay**

- 31.05 (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 endeavor 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.
- 31.06 Payments provided under the Overtime, Designated Paid Holiday, Standby, Call-Back and Reporting Pay provisions in this collective agreement shall not be pyramided, that is an employee shall not receive more than one compensation for the same service.

**ARTICLE 32**

**SAFETY AND HEALTH**

**Preamble**

- 32.01 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**

32.02 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**

32.03 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**

32.04 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**

32.05 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**

32.06 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**

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

#### **Employees Working Alone**

32.08 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.

**ERT**

- 32.09 An employee who completes the required training and becomes certified in emergency response shall receive a yearly pro-rated allowance of three hundred dollars (\$300.00). To be eligible for the allowance, the employee must maintain such certification and be designated as an ERT member by the Employer.

**ARTICLE 33**

**CONFLICT RESOLUTION PROCESS**

- 33.01 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.
- 33.02 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**

- 33.03 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.
- 33.04 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.
- 33.05 **Step No. 1**  
Subject to Clause 33.04, an employee is granted the right to present a grievance in writing at the first step of the grievance procedure at any time within twenty (20) 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 ten (10) working days may be referred to step two;
- (c) The decision of the Employer at Step No. 1 will be given in writing.

33.06 **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.

33.07 **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.

33.08 **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.

33.09 When the Employer discharges an employee, the grievance procedure will apply except that the grievance may be presented at the first or second step.

33.10 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.

33.11 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.

33.12 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.

33.13 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.

- 33.14 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 twenty (20) working days from the date of the alleged incident.

**Arbitration**

- 33.15 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.
- 33.16 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.
- 33.17 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.

- 33.18 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.
- 33.19 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**

- 33.20 (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.
- 33.21 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 34**

### **CLASSIFICATION CONFLICT RESOLUTION PROCESS**

#### **Step No. 1**

- 34.1 An employee who is dissatisfied with the classification decision applicable to his substantive position may submit a written grievance requesting reconsideration of this decision. The grievance shall specify the reasons for dissatisfaction and be submitted directly to the attention of the HR department. This request shall be made no later than fifteen (15) working days after the date of the receipt of the official employee classification decision.
- 34.2 The HR department shall review the concerns with the employee's manager and the employee and provide a response in writing to the employee within fifteen (15) working days. The employee is entitled to union representation.
- 34.3 Time limits may be extended by mutual agreement of the parties; such agreement shall be in writing and not be unreasonably withheld



- 34.4 Where the same position description applies to more than one position, one written request may be submitted to the attention of the HR department no later than fifteen (15) working days after the date of the receipt of the official employee classification decision.
- 34.5 Where the Union files a grievance on the classification decision of a newly created position, the process and timeframes described above shall apply.

**Step No. 2 – Classification Arbitration**

- 34.6 Where the Union is unsatisfied with the response provided to the employee under clause 34.2 above, it may refer the grievance to arbitration within twenty-five (25) working days of the receipt of the response by the employee. Such referral shall be in writing.
- 34.7 The Arbitrator mutually agreed to by the parties shall have expertise in job evaluation.
- 34.8 The Arbitrator shall be responsible for determining the proper classification level of the position, in accordance with the Job Evaluation Plan and shall have no jurisdiction to review, amend, or otherwise modify the job factors and degrees of the Job Evaluation Plan.
- 34.9 A maximum of one (1) day shall be allotted for the hearing of the submissions of all parties (RCM and the Alliance) with respect to any single grievance. The Arbitrator shall be responsible for determining his own process
- 34.10 In addition to the position description documentation, evidence as to the duties actually performed and that have been assigned, shall be considered relevant and admissible evidence.
- 34.11 The classification grievance shall be heard by the Arbitrator no later than one hundred and twenty (120) working days after the arbitration submission of the classification grievance to the Employer. The arbitration hearing date shall be mutually agreed to by all parties. Either party may request an extension of the time limits in writing and such agreement shall not be unreasonably withheld.
- 34.12 The Arbitrator shall render a decision no later than twenty (20) working days after the hearing.
- 34.13 The decision of the Arbitrator is final and binding.
- 34.14 If a Union representative requires leave, it shall be provided pursuant to the collective agreement.
- 34.15 The RCM and the Union shall share the fees and expenses of the Arbitrator.
- 34.16 The Alliance may withdraw a classification grievance at any time.

**Comment:** RCM deleted to make it consistent with the Memorandum of Understanding which refers to the Job Evaluation Plan

**ARTICLE 35**

## **STRIKES AND LOCKOUTS**

- 35.01 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.
- 35.02 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 36**

### **WORK CLOTHING, SAFETY SHOES, AND EYE PROTECTION**

#### **Work Clothing**

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

#### **Hearing Protection**

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

#### **Safety Footwear**

- 36.03 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**

- 36.04 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**

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

- 36.07 Female employees required to perform work in metal-free areas shall receive an annual allowance of one hundred and forty dollars (\$140.00) for the purchase of metal-free brassieres.

## **ARTICLE 37**

### **SUPERANNUATION**

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

## **ARTICLE 38**

### **EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 38.01 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.
- 38.02 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.
- 38.03 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.
- 38.04 The Employer shall ensure that the personal file of every employee is kept confidential.
- 38.05 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.
- 38.06 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.

38.07 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 39**

### **SERVICE**

39.01 For the purpose of Article 39, 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;
- (b) "Region" means:
  - (i) National Capital for employees working in the Ottawa Plant or Head Office;
  - (ii) Winnipeg for employees working in Winnipeg.

39.02 For the purpose of Article 39, the following Regions and Areas will be recognized:

REGIONS

NATIONAL CAPITAL

WINNIPEG

<u>Areas</u>	- Production	- Procurement	- Production
	- Refinery	- Finance	- Technical Services
	- Technical Services	- Marketing & Sales	- Administration Services
	- Quality Systems	- Engineering	- Quality Systems
	- Administration Services	- Customer Service Centre	- Plating
	- Engraving and die production	- Information Technology	
	- Assay		
	- Production planning, vault and warehouse		

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### **Loss of Service**

39.03 Service and employment will be terminated when an employee:

- (a) is laid off and is not recalled as per the provisions of Clause 39.10;
- (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 area 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.

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

### **Service Lists**

- 39.05 (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.

**Filling of Vacancies**

- 39.06 (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.
- 39.07 For the purposes of Clause 39.06 above, applicants presently working, or laid-off and eligible for recall, in the Region where the vacancy occurs shall be considered.
- 39.08 (a) Filling of Vacancies

In filling the vacant and newly created positions as per the provisions of Clauses 39.06 and 39.07 hereof, the Employer shall evaluate the applicants according to the following determining factors:

(i) For hourly rated positions:

1. Knowledge;
2. Skills & Ability;
3. Seniority;

(ii) For salaried rated positions:

1. Knowledge;
2. Skills & Ability;
3. Previous Experience

These factors and their evaluation shall be directly related to the duties of the positions to be filled. These three 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 knowledge and skills & ability. Where two or more employees qualify and obtain the same total points, seniority will become the determining factor.

(b) When two (2) or more employees start on the same day, the order of their appointment will be based on the order of scores in the competition. If the employees' scores are tied, service order will be determined by the drawing of lots supervised by the local union president.

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

39.10 In the case of any grievance under the provisions of Clause 39.14, it is agreed that, notwithstanding the provisions of Clause 33.05 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.

39.11 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**

39.12 Every employee who has been promoted as a result of a promotional competition will undergo a trial period of five hundred and twenty (520) worked hours 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.

### **Area Transfers**

39.13 When within the same Region, the Employer elects to transfer employees in the bargaining unit from one area to another and more than one (1) employee can qualify in accordance with the factors set forth in Clause 39.08 hereof for the job to be transferred to, the employee with the least service shall be transferred.

39.14 (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 43.07. 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 his 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.

### **Appointment outside the Bargaining Unit**

39.15 (a) An Employee who has been offered an appointment, at the Royal Canadian Mint, in a position outside the Bargaining Unit, will have his unionized position protected for a period of up to sixty-five (65) days, during which the Employer may return him to the position he occupied before this promotion.

(b) The unionized position referred to in (a) may be filled on a temporary basis in accordance with clause 31.05 (c).

## **ARTICLE 40**



## **DISCIPLINE**

- 40.01 If an employee files a grievance, in accordance with Article 33, 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.
- 40.02 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.
- 40.03 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.
- 40.04 In order of severity, the types of disciplinary action shall be:
- counseling;
  - oral reprimand;
  - written reprimand;
  - suspension;
  - dismissal.
- 40.05 Except in the case of counseling 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.
- 40.06 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 discipline action is applied.
- 40.07 The Employer will notify the Local Executive of any immediate discharge of an employee in writing, together with the reasons therefore, within forty-eight (48) hours.

## **ARTICLE 41**

## **HEALTH AND INSURANCE BENEFITS**

- 41.01 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.
- 41.02 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.
- 41.03 The Disability Plan as established by Treasury Board directive 700504 and in effect at the Mint will continue during the life of this Agreement.
  - a) For Single coverage, the Employer agrees to pay 85% of the Disability Insurance Plan premiums and 100% of premiums at Level I of the Public Service Health Care Plan; 98% of premiums at Level II and 91% of Level III.
  - b) For Family coverage, the Employer agrees to pay 85% of the Disability Insurance Plan premiums and 100% of premiums at Level I of the Public Service Health Care Plan; 94% of premiums at Level II and 84% of Level III.
- 41.04 The Employer agrees to upgrade the current Dental Plan in force for the duration of the collective agreement with all premiums to be paid by the Mint. More specifically, the Mint agrees to upgrade orthodontics coverage from \$2,000.00 to \$3,000.00. Other than the upgrade herein, the Mint agrees to maintain a Dental Plan equivalent to the one currently in force for the duration of the collective agreement. The Mint agrees that the Ontario Dental Association schedule for the current year becomes effective as of January 1<sup>st</sup> and shall change, as appropriate, from year to year.
- 41.05 The Employer agrees to upgrade the current Vision Care Plan for the duration of the collective agreement by providing 100% coverage of the first \$275 for vision care.
- 41.06 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 42**

## **STATEMENT OF DUTIES**

- 42.01 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.
- 42.02 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 42.01.

## **ARTICLE 43**

### **JOB SECURITY**

- 43.01 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.

The Mint will have meaningful consultation with the Alliance on this process.

#### **Reorganization**

- 43.02 Before the Mint introduces any changes involving re-organization 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. The employee whose services to the Mint would otherwise become redundant as a result of a reorganization shall be entitled to exercise the provisions of paragraphs 43.07 and 43.08.
- 43.03 The employee whose services to the Mint would otherwise become redundant because of the discontinuance of a function by the Mint, in whole or in part, shall be entitled to exercise the provisions of paragraphs 43.07 and 43.08.
- 43.04 If during the life of this Agreement the Mint is relocated outside the Ottawa-Gatineau or Winnipeg regions, 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.

- 43.05 The need for retraining caused by any change outlined in Clause 43.02 or 43.03 shall be a topic of joint consultation between the Public Service Alliance and the Mint.

**Lay-Off**

- 43.06 (a) 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.
- (b) For the purposes of clause 43.06 above, Mint service ties will be broken in the following order:
- (i) service by area;
  - (ii) if employees are tied for service in the area: service in the position from which the lay-off is to occur;
  - (iii) if the employees are tied for service in the position: highest score on the ability factor of the competition for the position from which the lay-off is to occur;
  - (iv) if the employees' ability score is tied: highest score on the skills factor of the competition for the position from which the lay-off is to occur;
  - (v) Failing the above, service ties will be broken by the drawing of lots supervised by the local union president.

For the sake of clarity, the above does not apply to the interpretation or application of clauses 43.07 and 43.08 below.

- 43.07 An employee who is subject to lay-off as per clause 43.06(a) will have the right to displace in his area, 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.

- 43.08 An employee who is not capable of displacing another employee by virtue of Clause 43.07 will have the right to displace in his region 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.

### **Trial Period of Bumping**

- 43.09 The Employer shall place an employee who qualifies for displacement of another employee by virtue of Clauses 43.07 and 43.08 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 laid off and entitled to the provisions of article 21.02 and 43.11 of the collective agreement.
- 43.10 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**

- 43.11 (a) When an employee, other than a probationary employee has been laid off, he shall be entitled to recall to a position and section in which he was working at the time of his lay-off in inverse order of the lay-off procedure as follows:
- (i) less than five (5) years of service at the date of lay-off, for a period of twelve (12) months from the date of lay-off;
  - (ii) five (5) years but less than twelve (12) years of service at the date of lay-off, for a period of twenty four (24) 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 thirty (30) 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.
- (c) During the recall period, and for the purposes of filling vacancies as described in clause 39.11, laid-off employees will be eligible to compete for these positions during their period of recall.
- 43.12 (a) Employees subject to lay-off will be notified fourteen (14) days in advance of their lay-off date or, at the Employer's choice, will be paid two (2) weeks basic wages in lieu of notice.

If the Employer chooses to give a working notice to an employee, that employee will be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective employer.

- (b) Employees to be laid-off will also be provided with a job search assistance program coordinated by the Human Resources Department.

#### **ARTICLE 44**

##### **MEALS AND CAFETERIA SERVICE**

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

#### **ARTICLE 45**

##### **RE-OPENER CLAUSE**

- 45.01 This Agreement may be amended by mutual consent.

#### **ARTICLE 46**

##### **CLASSIFICATION**

- 46.01 (a) The Mint ( Employer) shall be responsible for classifying all positions in the bargaining unit in accordance with the Job Evaluation Plan set out in Memorandum Of Understanding;
- (b) A classification decision is required when the Mint creates a new position or when a significant change in the position description of an existing position is implemented.
- (c) A classification decision shall be forwarded to the employee(s) concerned no later than fifteen (15) working days after the request for job evaluation has been received by the Employer. In the event that the above-noted timeframe cannot be met, the Employer will consult with the Local Union to establish a reasonable timeframe.
- (d) In the event that the Mint creates a new position and the Union does not accept the Mint's classification decision, the Union shall have the right to file a grievance in accordance with Article 34.

- (e) An employee may be asked to work temporarily out of his position in special circumstances;
- (f)
- (g) In the case of an upward reclassification of a stepped-salary position, the incumbent's rate of pay will be progressed to a step that is nearest to but not lower than the previous rate of pay.

## ARTICLE 47

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

- 47.01 The Employer agrees to extend the apprenticeship training program to include engravers, machinists, electricians, industrial mechanics (Winnipeg and Ottawa), machinists/mechanics, assayers and assay technicians in accordance with the terms and conditions outlined in Appendix D.
- 47.02 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.
- 47.03 (a) The program for engravers will have a five (5) year duration with pay scales as outlined below:
- 1st 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
  - 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:
- 1st 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:

- 1st 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:

- 1st 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 four (4) year duration with pay scales as outlined below:

- 1st 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

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

- 1st 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
- (g) The program for Assayers will have a two-year (2) duration with pay scales as outlined below:
- 1st year — 75% of current negotiated Journeyperson rate
  - 2nd year — 90% of current negotiated Journeyperson rate
- (h) The program for Assay Technicians will have a three-year duration with pay scales as outlined below:
- 1st year — 60% of current negotiated Journeyperson rate
  - 2nd year — 75% of current negotiated Journeyperson rate
  - 3rd year — 90% of current negotiated Journeyperson rate

47.04 An employee who is selected for the Apprenticeship Training Program who earns a higher rate of pay than the prescribed rates for that program shall be paid at his higher rate of pay up to a maximum of the full rate of the Journeyperson.

**Apprenticeship Training Program**

- 47.05 (a) A Mint employee who is selected for an apprenticeship training program shall continue to accumulate Mint service for purposes of Article 39 and for greater certainty, shall have the right to avail himself of the bumping rights in clause 39.07. For the purposes of clause 39.07, his classification level shall be deemed to be the classification level of the position to which he was assigned prior to being accepted into the apprenticeship program.
- (b) However a new employee hired under an apprenticeship program does not accumulate Mint service for purposes of Article 39 until such time as he is confirmed as a journeyperson.

## **ARTICLE 48**

### **STUDENTS**

- 48.01 "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.
- 48.02 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 49**

### **EDUCATION AND TRAINING**

- 49.01 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.
- 49.02 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.
- 49.03 (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.

49.04 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.

49.05 **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 50**

### **EDUCATION LEAVE WITHOUT PAY**

50.01 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.

50.02 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.

50.03 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 49, Education and Training.

50.04 Time spent on such leave shall not be counted for pay increment purposes.

## **ARTICLE 51**

### **PROFESSIONAL FEES AND LICENSES**

- 51.01 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 52**

### **HARASSMENT AND DISCRIMINATION AT THE WORKPLACE**

- 52.01 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 53**

### **TECHNOLOGICAL CHANGE**

- 53.01 (a) Technological change means the introduction by an employer into their work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business;
- and
- (b) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 53.02 Before the employer proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of the employer's employees, the employer shall give notice of the technological change to the Public Service Alliance of Canada (PSAC) at least one hundred and twenty (120) days prior to the date on which the technological change is to be effected.
- 53.03 The notice referred to in clause 53.02 shall be in writing and shall state:
- (a) the nature of the technological change;

- (b) the date on which the employer proposes to effect the technological change;
- (c) the approximate number and type of employees likely to be affected by the technological change;
- (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.

53.04 When the employer gives notice as per clause 53.02, it shall, on request from the bargaining agent, provide the Public Service Alliance with a statement in writing setting out:

- (a) a detailed description of the nature of the nature of the proposed technological change;
- (b) the names of the employees who will initially be likely to be affected by the proposed technological change; and
- (c) the rationale for the change.

53.05 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. The employee whose services to the Mint would otherwise become redundant as a result of a technological change shall be entitled to exercise the provisions of paragraphs 43.07 and 43.08.

## **ARTICLE 54**

### **DURATION AND RENEWAL**

54.01 The duration of this collective agreement shall be from January 1, 2008 to December 31, 2010. Other than the base (on scale) pay increases that are retroactive to January 1, 2008 for all employees employed on or after that date, this agreement shall become effective on the date of its ratification by the union. 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.

54.02 Notwithstanding the preceding, this collective agreement including the provisions for the resolution of conflicts in Article 33 shall remain in effect during the negotiations for its renewal and until a new agreement becomes effective.

In witness whereof, the parties have signed in Ottawa and Winnipeg, on <sup>st</sup> days of February 2012.

**ROYAL CANADIAN MINT**

**PUBLIC SERVICE ALLIANCE  
OF CANADA**

---

Ian E. Bennett  
President and CEO

---

Robyn Benson  
Regional Executive Vice-President,  
Prairies

---

Michel Boucher  
Vice-President, Human Resources

---

Larry Rousseau  
Regional Executive Vice-President  
National Capital Region

---

Marguerite Nadeau  
Vice-President, Legal Services

---

Donna Lackie  
National President  
Government Services Union

---

Georges Vuicic  
Chief Negotiator

---

Tom Milne  
Negotiator PSAC

---

Sean Byrne  
Executive Director, Numismatic

---

Suzanne Lambert  
Local 70024

---

Mark Neuendorff  
Director, Winnipeg Plant

---

Andrew Ellsworth  
Local 50057

---

Julie Sylvestre  
Senior Director, Human Resources

---

Alain Courcelles  
President, Local 50057

---

Patrick Robinson  
Manager, Labour Relations and Wellness

**APPENDIX A**  
**SCHEDULE OF RATES**

A) On-Scale Wage Increases:

January 1, 2011 Wages to be increased by 1.75%

January 1, 2012 Wages to be increased by 1.5%

January 1, 2013 Wages to be increased by 2.0%

**LEVEL 15**

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

Systems Analyst (OTT)

Assay Chemist (OTT)

2011	75,323	79,752	84,182	88,615	
2012	76,453	80,948	85,445	89,944	
2013	77,982	82,567	87,154	91,743	

**LEVEL 14**

**Hourly Employees (40 hr. work week)**

Senior Engraver (OTT)

2011	40.37				
2012	40.98				
2013	41.80				

**Salaried Employees**

Lead-hand – Technical Services Coordinator (WPG)

Lead-hand – Trial Coordinator (WPG)

R&D Engraving Technologist (OTT)

Web/Analyst developer (OTT)

**Comment:** Position abolished

2011	71,358	75,556	79,752	83,951	
2012	72,428	76,689	80,948	85,210	
2013	73,877	78,223	82,567	86,914	

## **LEVEL 13**

### **Hourly Employees**

Lead Electrician (OTT)  
Lead Electrician (WPG)  
Lead-hand – HVAC and Mechanical Maintenance (OTT)  
Lead Machinist — Tooling, Mechanical Maintenance (OTT)  
Lead-hand Machinist (WPG)  
Senior CMMS Coordinator (OTT)

**Comment:** New position

2011	38.22				
2012	38.79				
2013	39.57				

### **Salaried Employees**

Analyst/Programmer (OTT)  
Drafting Technologist (OTT)  
Network Administrator (OTT)  
Systems Programmer (OTT)  
Senior buyer (OTT)

**Comment:** Position abolished

**Comment:** Position abolished

2011	67,551	71,522	75,500	79,474	
2012	68,564	72,595	76,633	80,666	
2013	69,935	74,047	78,166	82,279	

## **LEVEL 12**

### **Hourly Employees**

CMMS/Inventory Coordinator (WPG)  
Engraver (OTT)  
Engineering Technologist (WPG)  
Lead Refiner Foundry (OTT)  
Lead-hand – Building Services (WPG)  
R&D Engineering Technician (OTT)

**Comment:** New Position

2011	34.53				
2012	35.05				
2013	35.75				

### **Salaried Employees**

Business Functional Specialist (OTT)  
Coordinator Treasury (OTT)

**Comment:** New Position



Graphics Designer (OTT)  
 Network Specialist (OTT)  
 Network Specialist (WPG)  
 Technical Services Coordinator (WPG)  
 Website Specialist (OTT)

Comment: New Position

Comment: Position abolished

Comment: Position abolished

2011	61,051	64,642	68,235	71,824	
2012	61,967	65,612	69,259	72,901	
2013	63,206	66,924	70,644	74,359	

**LEVEL 11**

**Hourly Employees**

Electrician (WPG)  
 Electrician (OTT)  
 Engineering Trial Facilitator (OTT)  
 Engineering Trial Technician (OTT)  
 Engraving Technician (OTT)  
 Lead Coining & Blank preparation (OTT)  
 Lead-hand — Die Production (OTT)  
 Lead Operator – Manufacturing (WG)  
 Lead-hand Plating (WPG)  
 Industrial Mechanic (WG)  
 Industrial Mechanic (OTT)  
 Machinist/Mechanic (OTT)  
 Machinist/Mechanic (WPG)  
 Medals Coordinator (OTT)  
 Production Scheduler (OTT)  
 Senior Assay Technician (OTT)  
 Senior Assayer (OTT)  
 Senior Refiner Electrolysis (OTT)

Comment: New Position

Comment: N

Comment: New Position

2011	31.39				
2012	31.86				
2013	32.50				

**Salaried Employees**

Accountant (WG)  
 Client Support Coordinator (HO)  
 Draftsperson (WPG)  
 End User Computer Services Analyst (WPG)  
 Plant Engineering Coordinator (OTT)  
 Engraving Technician (OTT)

2011	55,499	58,765	62,029	65,295	
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2012	56,331	59,646	62,959	66,274	
2013	57,458	60,839	64,218	67,599	

## LEVEL 10

### Hourly Employees

Assay Technician (OTT)

Buyer (OTT)

Lead-hand – Die Production (WPG)

**Lead-hand – Manufacturing, Blanking and Rimming (WPG)**

Lead-hand roll and Wrap (WPG)

Lead Hand – Packaging & Shipping (OTT)

Lead Operator – Blanking (WPG)

Lead Inventory Control Clerk (OTT)

Lead Operator —Coining (OTT)

Lead Operator – Manufacturing (WPG)

Lead Operator — Rolling/Blanking (OTT)

Lead Operator – Annealing (WPG)

Power Engineer- 4<sup>th</sup> class (WPG)

Quality Assurance Laboratory Technologist (OTT)

Quality Assurance Technical Analyst (OTT)

Quality Assurance Tooling Technician (OTT)

Preventive Maintenance Person (OTT)

Senior Cycle Counter (OTT)

Senior Refiner – Silver Refinery (OTT)

Shipping & Tracking Coordinator (OTT)

Comment: New Position

Comment: New Position

Comment: Position abolished

Comment: Position abolished

Comment: New Position

Comment: New Position

Comment: New Position

2011	28.93				
2012	29.36				
2013	29.95				

### Salaried Employees

Microcomputer support technician (WPG)

Microcomputer support technician (OTT)

2011	51,142	54,150	57,155	60,164	
2012	51,909	54,962	58,012	61,066	
2013	52,947	56,061	59,172	62,287	

## LEVEL 9

**Hourly Employees**

- CMMS Coordinator (OTT)
- Die Production Operator (OTT)
- Inventory Control Coordinator – Refinery (OTT)
- Lead-hand coin Finishing (WPG)
- Lead Operator — Assay (OTT)
- Lead Operator – Continuous Casting (OTT)
- Refiner — Foundry (OTT)
- Coordinator, Assay (OTT)
- Senior Operator – Hydromet (OTT)
- Senior Quality Assurance Technician (WPG)

Comment: New Position

Comment: New Position

Comment: Position abolished

Comment: New Position

2011	27.58				
2012	27.99				
2013	28.55				

**Salaried Employees**

- Accountant (OTT)
- Junior Cost Accountant (OTT)
- IT Administrator (OTT)

Comment: New Position

Comment: New Position

2011	48,763	51,626	54,498	57,364
2012	49,494	52,400	55,315	58,224
2013	50,484	53,448	56,421	59,388

**LEVEL 8**

**Hourly Employees**

- Cycle Counter/Auditor (OTT)
- Die Production Operator (WG)
- Mechanical Maintenance Clerk (WPG)
- Operator – Plating (WPG)
- Production Scheduling Clerk (OTT)
- Refiner - Electrolysis (OTT)
- Set-up Operator – Blanking and Rimming (WPG)
- Set-Up Operator - Coining (WPG)
- Shipper/Receiver Warehouse (OTT)
- Storeperson (WPG)

Comment: Position abolished

2011	26.27				
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2012	26.66				
2013	27.19				

### Salaried Employees

Comment: Position abolished

2011	54,659				
2012	55,479				
2013	56,589				

## LEVEL 7

### Hourly Employees

Assayer (OTT)  
Inventory Control Clerk/QS (OTT)  
Lead Inventory Control Clerk (WPG)

Lead Shipping Clerk (OTT)  
Packaging and Returns Coordinator (OTT)

Comment: New Position

Senior Operator Rolling Room (OTT)  
Set-up Operator — Coining (OTT)  
Set-up Operator, Packaging (WPG)  
Senior Weight Checker (OTT)

Comment: New Position

Senior Operator – Rolling and Blanking (OTT)  
Shipping & Tracking Coordinator (OTT)  
Senior Operator – Continuous Casting (OTT)

Comment: New Position

2011	24.90				
2012	25.27				
2013	25.78				

### Salaried Employees

Comment: Position abolished

2011	51,797				
2012	52,574				
2013	53,625				

## LEVEL 6

### Hourly Employees

Coordinator, Material Handling (OTT)  
 Inventory Control Clerk – Vault/Rolling Room (OTT)  
 Inventory Control Clerk — Mint Office (OTT)  
 Master Tooling & Die Inventory Control Clerk (OTT)  
 Operator — Production (OTT)  
 Operator — Production (WPG)  
 Operator – Refinery (OTT)  
 Vault Operator/Clerk, Refinery (OTT)  
 Waste Water Operator (OTT)

Comment: New Position

Comment: New Position

2011	23.86				
2012	24.22				
2013	24.70				

### Salaried Employees

Customer Services Representative (OTT)  
 Financial Clerk (OTT)

Comment: Position abolished

2011	49,621				
2012	50,365				
2013	51,372				

### LEVEL 5

#### Hourly Employees

Clerk Manufacturing (WPG)  
 Quality Assurance Technician (OTT)  
 Quality Assurance Technician (WPG)

Comment: Position abolished

2011	22.77				
2012	23.11				
2013	23.57				

#### Salaried Employees

Clerk – Administration (WPG)  
 Customer Services Representative/Reception (OTT)

2011	47,346				
2012	48,056				
2013	49,017				

**LEVEL 4**

**Hourly Employees**

Counter Sales (WPG - Appendix K)

2011	21.15				
2012	21.47				
2013	21.90				

**Salaried Employees**

Coordinating Mail Clerk (OTT)

Tour Guide (OTT)

Counter Sales (WPG)

2011	44,025				
2012	44,685				
2013	45,579				

**LEVEL 3**

**Hourly Employees**

Inventory Control Clerk (WPG)

Material Handler- Assay (OTT)

2011	19.78				
2012	20.08				
2013	20.48				

**Salaried Employees**

2011	41,132				
2012	41,749				
2013	42,584				

**LEVEL 2**

**Hourly Employees**

**Helper (WPG)**

2011	18.84
2012	19.12
2013	19.50

**Salaried Employees**

2011	39,178
2012	39,766
2013	40,561

**LEVEL 1**

**Hourly Employees**

**Helper (OTT)**

2011	18.07
2012	18.34
2013	18.71

**Salaried Employees**

2011	37,599				
2012	38,163				
2013	38,926				

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

<b>Part-time / Temporary Employees / Summer Students</b>	2011	16.92
	2012	17.17
	2013	17.51

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

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

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
2011	32,047	34,517	36,982	39,444
2012	32,528	35,035	37,537	40,036
2013	33,179	35,736	38,288	40,837

**APPRENTICESHIP PROGRAM**

**Hourly Employees**

		<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>	<u>5th year</u>
Apprentice Industrial Mechanic (Winnipeg)	2011	18.83	23.54	28.25		
	2012	19.11	23.89	28.67		
	2013	19.49	24.37	29.24		
Apprentice Industrial Mechanic (Ottawa)	2011	17.36	21.69	26.04		
	2012	17.62	22.02	26.43		
	2013	17.97	22.46	26.96		
Apprentice Machinist (Winnipeg)	2011	17.27	20.4	23.54	28.25	
	2012	17.53	20.71	23.89	28.67	
	2013	17.88	21.12	24.37	29.24	
Apprentice Electrician (Winnipeg)	2011	17.27	20.4	23.54	28.25	
	2012	17.53	20.71	23.89	28.67	
	2013	17.88	21.12	24.37	29.24	
Apprentice Electrician (Ottawa)	2011	15.69	18.83	21.97	25.11	28.25
	2012	15.93	19.11	22.3	25.49	28.67
	2013	16.25	19.49	22.75	26.00	29.24
Apprentice Engraver (Ottawa)	2011	17.27	20.72	24.18	27.63	31.08
	2012	17.53	21.03	24.54	28.04	31.55



	2013	17.88	21.45	25.03	28.60	32.18
Apprentice Machinist/Mechanic	2011	15.69	18.83	21.97	25.11	28.25
	2012	15.93	19.11	22.3	25.49	28.67
	2013	16.25	19.49	22.75	26.00	29.24
Apprentice Assayer (Ottawa)	2011	18.67	22.39			
	2012	18.95	22.73			
	2013	19.33	23.18			
Apprentice Assayer Technician (Ottawa)	2011	17.31	21.69	26.04		
	2012	17.57	22.02	26.43		
	2013	17.92	22.46	26.96		

B) Bonus structure:

**Bonus Payout = up to 4% of straight time regular earnings**

Trigger for Bonus: Income before income tax must be 85% of Corporate Plan Target

**Profitability = 2% of straight time regular earnings**

Pro-ratio from 85% to 100%

**Customer Satisfaction = 1% of straight time regular earnings**

**On-time delivery - 0.5% [0.125% for each]**

- Canadian Circulation shortages
- Percentage of on time delivery of Foreign contract commitments
- Percentage of on time attainment of Bullion commitments
- Numismatic average order lifecycle (95% of orders)

**Quality Expectations - 0.5% [0.125% for each]**

- Canadian Circulation
- Foreign Circulation
- Bullion & Refinery
- Numismatics

**People = 1% of straight time regular earnings**

**Health & Safety - 1% [0.25% for each]**

- Lost Time Injury Frequency Index – Winnipeg Plant
- Lost Time Injury Severity Index – Winnipeg Plant
- Lost Time Injury Frequency Index – Ottawa Plant
- Lost Time Injury Severity Index – Ottawa Plant

\* Annual targets are subject to Corporate Plan as established by the RCM.

**Stretch Bonus = up to 6% of straight time regular earnings**

If income before income tax is:

- 115% to 119% of Corporate Plan target = additional 2% of base pay
- 120% to 124% of Corporate Plan target = additional 3% of base pay
- 125% and above of Corporate Plan target = additional **6%** of base pay

**Total bonus payout: up to 10% of straight time regular earnings**

**Eligibility:**

In order to be eligible for a bonus payout, the employee must be:

- a) actively employed for at least three (3) consecutive months during the calendar year;
- and

b) employed by the Mint on December 30<sup>th</sup> of each calendar year.

**Full-time, Part-time, Terms and Temporary employees that satisfy the above criteria will be entitled to a pro-rated bonus based on their actual straight time regular earnings on December 31<sup>st</sup> of the applicable bonus year.**

For the purpose of bonus eligibility, an employee who retains recall rights under article 43.11 is considered "employed by the Mint".

**Notwithstanding the above eligibility criteria, an employee who retires (meaning an employee who has attained the age of fifty-five (55) and is entitled to an immediate annual allowance under the Public Service Superannuation Act) will be entitled to a pro-rated bonus based on his actual straight time regular earnings as of the day of retirement.**

**Students and Coop students are not eligible for a bonus.**

**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.

**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 deferred leave, leave with income averaging, maternity leave, parental leave and education leave under these leave provisions of the collective agreement. It will also cover employees on sick leave for a period of 3-months or more, employees on a training assignment greater than three weeks and employees on modified duties for a specific period based on a return to work plan and for a temporary backlog for a specific project with a specific deadline
2. 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, education leave or for a temporary backlog for a specified project with a specific deadline, it will inform and obtain approval in writing from the Union prior to including the term position under this Letter of Understanding.
3. 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 31.05 of the collective agreement. Notwithstanding the provisions of Article 31.05 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 term subject to the employee's ability to perform the duties of the position satisfactorily. In the event that more than one full-time applicant is qualified, priority will be given to the most senior of the qualified full-time employees. 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.
4. 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 term. 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.

5. Term employees will be subject to the provisions of the collective agreement except for Articles 15.01, 21 and 39.

**APPENDIX D**  
**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 shall have, on a continuous basis, a minimum of one apprentice per Region (provided the number 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 47 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.



## **APPENDIX E**

### **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.

## APPENDIX F

**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.

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.

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

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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. Qualified temporary employees will be offered all full-time employment opportunities at the Helper level for which they qualify.
9. Temporary employees may apply for vacancies in accordance with clauses 39.11 to 39.17 inclusive.
10. In accordance with the provisions of article 39, full-time employees will be given priority above the temporary employees for all vacant or newly created full-time positions.
11. 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.
12. 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 39 (Service), Clause 43.06 to 43.12 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.
13. 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.
14. Temporary employees shall be paid at the entry-level rate of pay of the collective agreement.

In order to monitor the use of temporary employees and the requirements for running a competitive operation, the Union Local and the Employer (and if required the Alliance) shall consult on a semi-annual basis. 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. The parties may also discuss and

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- the Mint and the Alliance may agree to changes in the number of temporary employees and the schedule in which these employees may work.
15. This MOA will expire on December 31, 2010 unless otherwise mutually agreed.

**APPENDIX G**  
**Memorandum of Agreement**  
**Between**  
**Royal Canadian Mint (Customer Service Centre and Visitor Services)**  
**And**  
**Public Service Alliance of Canada**

**Re: Part-time Employees – Customer Service Centre, Tours and Boutique**

1. Part-time employees will only be hired to supplement the work of full-time employees hereunder.
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. Part-time employees will perform work in the areas covered by this MOA.
4. The Employer will not hire more than 10 part-time employees at any given time.

Hours of Work

5. The regularly scheduled hours of work will vary from 4 (four) to 30 (thirty) hours per week. A Part-time employee may work more than 30 (thirty) hours in order to replace full-time employees who are on approved leave including sick leave, vacation and special leave.
6. The Employer will not schedule part-time employees on “split-shifts”.
7. An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.
8. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated in accordance with the overtime provisions of the collective agreement.
9. Except under unusual circumstances, an employee will be given eight (8) days notice prior to any change in his normal schedule.

10. Where an employee works for a period of at least five (5) consecutive hours, he shall be entitled to a paid meal period of one half (1/2) hour. Employees shall be entitled to a rest period of fifteen (15) minutes for each four (4) hour block worked, to be scheduled on or about the mid-point of the block.
11. Subject to operational requirements, the Employer shall make every reasonable effort to offer the hours to be worked by part-time employees on an equitable basis within the department.
12. Should a reduction in the workforce in the areas covered by this Appendix be necessary, part-time employees shall be terminated before any full-time employee is affected.

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#### Vacancies

Part-time employees may apply for vacancies in accordance with clauses 39.08 to 39.12 inclusive.

In accordance with the provisions of article 39, full-time employees will be given priority above the part-time employees for all vacant or newly created full-time positions.

The following shall replace article 10.04 for part-time employees:

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

#### Benefits

13. Part-time 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. Part-time 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 22.05 (work schedule), Article 24 (Hours of Work) Article 39 (Service), Clause 43.06 to 43.12 and Clause 20.01 (Court Leave). In lieu of vacation and other benefits, the part-time employee shall be paid 10% of the total pay compensation received. Part-time employees will be entitled to the following health/benefit insurance plans:

- (i) Public Service Superannuation Plan in accordance with the Public Service Superannuation Act;
- (ii) Death Benefit in accordance with the Public Service Superannuation Act.

| 14. Full-time employees in the area where part-time employees are hired will not be affected by a workforce reduction for a period of at least one (1) calendar month after the last part-time employee has been terminated.

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| 15. The hourly rate of pay of part-time employees under this Memorandum of Agreement is the following:

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Effective January 1st, 2011: 90% of the applicable full-time rate  
Effective January 1<sup>st</sup>, 2012: 95% of the applicable full-time rate  
Effective January 1<sup>st</sup>, 2013: 100% of the applicable full-time rate

#### Probationary Period

| 16. Part-time employees under this Appendix are on probation for the first seven hundred and twenty (720) hours worked (excluding overtime). In the event that a part-time employee is deemed unsuitable for the position, he will be considered rejected on probation.

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| 17. The termination of a probationary employee shall be at the discretion of the Employer provided that such termination is not arbitrary, discriminatory or in bad faith.

In order to monitor the use of part-time employees and the requirements for running a competitive operation, the Union Local and the employer (and if required the Alliance) shall consult on a semi-annual basis. As part of the consultation, the parties will review the number or 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.

| 18.

| 19. Employees currently working in a temporary capacity in the Customer Service Centre, Tours and Boutique shall be afforded the first opportunity to apply for part-time vacancies.

## APPENDIX H

**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 39 (Service), Clause 43.06 to 43.12 and Clauses 41.04 (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 39, 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 hereto.

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 and the requirements for running a competitive operation, the Union Local and the employer (and if required the Alliance) shall consult on a semi-annual basis. As part of the consultation, the parties will review the number or 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. The parties may also discuss and the Mint and the Alliance may agree to changes in the number of temporary employees and the schedule in which these employees may work.

16. This MOA will expire on December 31, 2013 unless otherwise mutually agreed.

#### **APPENDIX I**

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

**Re: Plating Plant – Winnipeg**

**(A) Plating Plant – Winnipeg**

The following terms and conditions will apply to the parties and the employees of the Plating Plant.

- 1) The parties acknowledge that the Plating Plant shall operate on the basis of continuous operations 7 days per week, 24 hours per day.
- 2) It is agreed that no full-time employee in Winnipeg will be required to transfer to a position in the Plating Plant. Further, it is agreed that no full-time employee in Winnipeg will be laid-off as a result of their refusal to transfer to the Plating Plant.
- 3) Where specified in this MOA such terms and conditions shall take precedence over any other term or condition of employment in the collective agreement
- 4)
  - a) The parties agree that clause 22.01 (normal work week) of the collective agreement will not apply to an employee while employed on either a substantive or acting basis in a position in the Plating Plant.
  - b) An employee grandfathered in accordance with Article 2 of the collective agreement who accepts a position in the Plating Plant and then returns to a position in another area of the Winnipeg Plant on either a substantive or acting basis, will maintain their grandfathered protection.

- 5) Subject to paragraph 14, the standard shift schedule shall be comprised of twelve hour shifts, 6:30 a.m. – 6:30 p.m. – 6:30 a.m. as agreed at Appendix A to this MOA. Clauses 22.04 and 22.12 (scheduling of shifts) shall not apply. The shift schedule shall rotate on the basis of 7 days per week and provide employees with every other weekend off.
- 6) If during the shift, an employee has been engaged in an incident which necessitates immediate wash-up, the employee will be entitled to wash-up immediately during the shift.

Paid wash-up time of fifteen (15) minutes will be permitted after the conclusion of the shift at the straight time rate of pay.

- 7) At the time of initial appointment to a position in the Plating Plant, all earned leave credits will be converted to hours by multiplying the number of days by eight (8) hours per day. All leave taken/earned will be accounted for on the basis of one (1) day equals 12 hours.
- 8) Clause 22.09 (a) (Overtime) shall be replaced by the following:

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

on a regularly scheduled work day, double time for all hours worked in excess of twelve (12) hours;

on a first day of rest, time and one-half for the first twelve (12) hours of overtime work on double time thereafter;

on a second or subsequent day of rest, double time for all hours worked, provided the days of rest are consecutive or interrupted by a designated paid holiday.

Clause 30.01 (a) shall be replaced by the following:

An employee who works on a regularly scheduled shift between the hours of 6 p.m. and 6 a.m. shall be paid a shift premium of one dollar and seventy cents (\$1.70) per hour for all hours worked.

- 9) For the purposes of Article 39 (Service), the Plating Plant shall be identified as an area of the Winnipeg Plant.

The parties will at all times exert their best efforts to fulfill the staffing needs at the Plating Plant by using full-time employees, as follows:

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- a) Employees of the Plating Plant who are qualified and readily available will be given the first opportunity to replace full-time employees of the Plating Plant who are on leave of absence, undertaking training or in an acting situation or where operational requirements necessitate additional, temporary resources in the Plating Plant. It is understood that in such circumstances, the provisions of clause 22.05 relating to a change in the master weekly shift work schedule will not apply.
  
- b) Regular, full-time employees of the Winnipeg Plant, who are qualified and readily available will then be given the opportunity to replace full-time employees of the Plating Plant who are on a leave of absence, undertaking training or in an acting situation or where operational requirements necessitate additional, temporary resources in the Plating Plant. It is understood that in such circumstances, the provision of clause 22.05 relating to a change in the master weekly shift work schedule will not apply.

**Plating Area Schedule:**

CREW	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
A	DAYS	DAYS	OFF	OFF	DAYS	DAYS	DAYS
B	OFF	OFF	DAYS	DAYS	OFF	OFF	OFF
C	NIGHTS	NIGHTS	OFF	OFF	NIGHTS	NIGHTS	NIGHTS
D	OFF	OFF	NIGHTS	NIGHTS	OFF	OFF	OFF

The Schedule is comprised of twelve hour shifts, 6:30 a.m. – 6:30 p.m. and 6:30 p.m. – 6:30 a.m. The shift schedule shall rotate on the basis of seven (7) days per week and provide employees with every other weekend off.

A one-half (1/2) hour paid meal period shall be scheduled as close to the mid-point of the shift as possible. Employees shall be entitled to three (3) rest periods with pay of fifteen (15) minutes duration each staggered as evenly as possible over the course of the shift schedule. The meal period and rest periods identified in this paragraph supercede those identified in clause 22.07 of the collective agreement.

This schedule results in employees being scheduled to work extended hours of work in the amount of four (4) hours in excess of the eighty (80) hours over the two (2) week averaging period in respect of a rotating shift.

As a result of these extended hours, employees will be paid four (4) hours at the rate of 150%.

**Letter of comfort**

At all times, and more specifically during collective agreement negotiations, the parties agree that all Mint employees, including the Plating Plant employees, will be represented fairly in accordance with the provisions of the collective agreement and the applicable legislation.

- 10) Term appointments will be filled in accordance with Appendix C of the collective agreement.



**APPENDIX J**

**Family-Related Leave Form**

**Supplementary Information with Respect to Application for Family-Related Leave With Pay**

**Part 1**

*To be completed by applicant:*

Name of Applicant: \_\_\_\_\_

Date and Duration of Leave: \_\_\_\_\_ to \_\_\_\_\_

Total number of hours: \_\_\_\_\_

<b>Reason to be initialed by applicant</b>	<b>Reason for Family-Related Leave Request</b>
	Take a family member for medical or dental appointments
	Appointment with school authority
	Appointment with adoption agency
	To provide immediate and temporary care of a sick member of applicant's family.
	To make alternate care arrangements of a longer-duration illness
	To provide for the immediate and temporary care of an elderly member of the applicant's family
	To provide for the immediate or temporary care or make alternate care arrangements for children

**Relationship of family member to applicant: Initial one:**

<b>To be initialed by applicant</b>	<b>Family Member Requiring Attention (Circle Family Member)</b>
	Spouse (including common-law spouse resident with Applicant)
	Child of Applicant, Foster Child of Applicant, Child of legal or



- (b) When the entitlement is one and one-quarter ( $1 \frac{1}{4}$ ) days a month, one-quarter of the hours in the employee's workweek per month;
- (c) When the entitlement is one and two-thirds ( $1 \frac{2}{3}$ ) days a month, one-third of the hours in the employee's workweek per month;
- (d) When the entitlement is two and one-twelfth ( $2 \frac{1}{12}$ ) days a month, five-twelfths of the hours in the employee's workweek per month;
- (e) When the entitlement is two and a half ( $2 \frac{1}{2}$ ) days a month, one-half of the hours in the employee's workweek per month.

### **Sick Leave**

Sick leave credits shall be earned at the rate of one-quarter ( $1/4$ ) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

### **Special Leave**

Special leave shall be earned up to a maximum of twenty-five (25) days at the rate of one-tenth ( $1/10$ ) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice the number of hours in the employee's normal workweek.

### **Designated Holidays**

An employee will be entitled to be paid for a statutory holiday he does not work,  $1/20$  of the wages the employee has earned during the thirty calendar days immediately preceding the statutory holiday.

### **Call-Back and Reporting Pay**

If an employee meets the requirements to receive call-back or reporting pay in accordance with the collective agreement, the minimum payment shall be four (4) hours' pay at straight time.

### **Seniority**

"Mint service" will be accumulated in accordance with the provisions of the collective agreement.

### **Overtime**

All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated in accordance with the overtime provisions of the collective agreement.

Employees hired under this Appendix shall have first priority for consideration for full-time sales work available during the summer months.

### **Benefits**

The employees are entitled to enjoy full benefit coverage under the existing cost-shared insurances and are required to participate in the Superannuation Pension Plan and Supplementary Death Benefit Plan.

**Severance Pay**

The period of continuous employment eligible for severance pay shall be established and the reduced hours shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate to produce the severance pay benefits.



## APPENDIX L

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

**Re: 18 month pilot- 12 hour shifts in Concast, Rolling Room (including Burnishing), Gold and Silver Electrolysis, Kilo bar furnace – Ottawa**

A) The following terms and conditions will apply to the parties and the employees of the above mentioned areas, for a period of 18 months following implementation:

- 1) The parties acknowledge that the above areas will operate on the basis of continuous operations 7 days per week, 24 hours per day.
- 2) The terms and conditions of this Appendix shall take precedence over any other term or condition of employment in the collective agreement
- 3) The standard shift schedule shall be comprised of twelve hour shifts. Clauses 22.04 and 22.12 (scheduling of shifts) shall not apply. The shift schedule shall rotate on the basis of 7 days per week and provide employees with every other weekend off.
- 4) Paid wash-up time of fifteen (15) minutes will be permitted after the conclusion of the shift at the straight time rate of pay.
- 5) If during the shift, an employee has been engaged in an incident which necessitates immediate wash-up, the employee will be entitled to wash-up immediately during the shift.
- 6) At the time of initial appointment to a position in one of the above mentioned areas, all earned leave credits will be converted to hours by multiplying the number of days by eight (8) hours per day. All leave taken/earned will be accounted for on the basis of one (1) day equals 12 hours.
- 7) Paragraph 22.09 (a) (Overtime) shall be replaced by the following:

An employee shall be compensated for overtime as follows:

on a regularly scheduled work day, double time for all hours worked in excess of twelve (12) hours;

on a first day of rest, time and one-half for the first twelve (12) hours of overtime work and double time thereafter;

on a second or subsequent day of rest, double time for all hours worked, provided the days of rest are consecutive or interrupted by a designated paid holiday.

Paragraph 30.01 (a) shall be replaced by the following:

An employee who works on a regularly scheduled shift between the hours of 7:00 p.m. and 7:00 a.m. shall be paid the applicable shift premium in accordance with article 30, for all hours worked.

- 8) This Appendix shall not apply to employees who are currently grandfathered under paragraph 2.01(i).

**B) Schedule:**

CREW	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
A	DAYS	DAYS	OFF	OFF	DAYS	DAYS	DAYS
B	OFF	OFF	DAYS	DAYS	OFF	OFF	OFF
C	NIGHTS	NIGHTS	OFF	OFF	NIGHTS	NIGHTS	NIGHTS
D	OFF	OFF	NIGHTS	NIGHTS	OFF	OFF	OFF

The above Schedule is for illustrative purposes only and the number of crews may be adjusted by the Employer based on operational requirements. The Schedule is comprised of twelve hour shifts. The shift schedule shall rotate on the basis of seven (7) days per week and provide employees with every other weekend off.

A one-half (1/2) hour paid meal period shall be scheduled as close to the mid-point of the shift as possible. Employees shall be entitled to three (3) rest periods with pay of fifteen (15) minutes duration each staggered as evenly as possible over the course of the shift schedule. The meal period and rest periods identified in this paragraph supercede those identified in clause 22.07 of the collective agreement.

This schedule results in employees being scheduled to work extended hours of work in the amount of four (4) hours in excess of the eighty (80) hours over the two (2) week averaging period in respect of a rotating shift.

As a result of these extended hours, employees will be paid four (4) hours at the rate of 150%.

**C)** The Union local, the Alliance and the Employer shall consult no later than 16 months after the implementation of this pilot. The above terms and conditions will be continued beyond the pilot term, unless either party notifies the other, within the 30 days preceding expiry of the 18-month pilot term, that it wishes to discontinue the above terms and conditions.

The Employer reserves the right to discontinue the application of this Appendix during the pilot project based on operational requirements upon providing a one (1) month notice.

## APPENDIX M

### Cash-out of Voluntary Severance

Permanent full-time employees will have a one-time irrevocable opt-out option to cash-out their severance entitlement. Employees that choose not to cash-out this severance will be grandfathered and entitled to severance in accordance with the provisions of the collective agreement (2008-2010).

The following terms and conditions will apply for employees that elect to opt-out of severance.

Permanent full-time employees that elect to opt-out will have two options to cash-out accumulated severance calculated at the rate of one week of pay for each year of continuous employment, with the cash out for partial years of service prorated.

Option 1: Immediately cash out their severance at their current rate of pay.

Option 2: Cash out some of their severance (a "round" number of weeks) at their current rate of pay, with the remainder to be paid upon resignation or retirement at their exit rate of pay.

#### Protection of Severance for Involuntary Departure

The accumulation of severance entitlements will continue for cases of lay-off and death.

Once the tentative agreement is ratified, employees will have six months to decide to opt-out and in the affirmative, which of the options they will choose.

Except for those grandfathered under this proposal, severance entitlements for retirement and resignation will cease to accumulate starting on the second day of the ratification of the tentative agreement.

### **For ease of reference: excerpt from 2008-2010 Collective Agreement:**

#### **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 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, 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.