

**ROYAL CANADIAN MINT  
COLLECTIVE AGREEMENT**

**2005-2007**

ATU: Amalgamated Transit Union

2005-2007

129 11(02)

## TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Purpose of agreement	1
2	Interpretation and definitions	1
3	Application	4
4	Management Rights	4
5	Recognition	4
6	Union Representation	4
7	Time Off for Union Representatives	5
8	Union Security -- Dues	8
9	Information	8
10	Provision of Bulletin Board Space and Other Facilities	9
11	Leave - General	10
12	Vacation Leave	10
13	Designated Paid Holidays	13
14	Special Leave	15
15	Sick leave	17
16	Other types of Leave	19
17	Severance Pay	33
18	Overtime	35
19	Hours of work	37
20	Call-Back Pay	38
21	Reporting Pay	39
22	Shift Premium	39
23	Pay	39
24	Safety and Health	40
25	Conflict Resolution Process	41
26	Work Clothing, Safety Shoes and Eye Protection	45

27	Probationary Employees	47
28	Service/Seniority	48
29	Superannuation	53
30	Health and Insurance Benefits	53
31	No Discrimination	54
32	Statement of Duties	54
33	Meals and Cafeteria Service	54
34	Re-Opener Clause	54
35	Strikes and Lockouts	54
36	Classification	55
37	Education and Training	55
38	Education Leave Without Pay	57
39	Professional Fees and Licenses	58
40	National Security	58
41	Severability	58
42	Job Security	58
43	Duration and Renewal	59
 <b>Appendix “A”</b> Classification and Schedule of Rates		60
 <b>Appendix “B”</b> Casual/Part Time Addendum		61
 <b>Appendix “C”</b> Bonus Opportunity		63
 <b>Appendix “D”</b> Working Supervisor		64

**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 Amalgamated Transit Union Local 279, 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 recognize that the Royal Canadian Mint is engaged in business activities which require that the Employer receives effective protective services of a high quality to meet their security needs. Towards that end, the parties to this Agreement share a desire to enhance the quality of work, promote the well-being and increase the productivity of the employees covered by this Agreement. Accordingly, the ATU and the Employer are determined to establish, within the framework provided by law, an effective and beneficial working relationship.

**ARTICLE 2**  
**INTERPRETATION AND DEFINITIONS**

- 2.01 For the purpose of this Agreement :
- (a) "Agreement" means the provisions of this Collective Agreement, including the provisions of Appendices " A , "B" and "C", and the Letters of Understanding with respect to Extended Hours and to Transition Period, which are incorporated into and form part of this Collective Agreement.
  - (b) "ATU" means the Amalgamated Transit Union, Local 279.
  - (c) "Casual/Part Time Employee" means an Employee who does not regularly work :
    - (i) forty (40) hours in a week; or
    - (ii) eighty (80) to eighty-four (84) hours over the two (2) week averaging period,

except **as** otherwise provided in Article 2 of Appendix "B" of this Agreement.

- (d) "Continuous Employment" unless otherwise stated in this Agreement means :
  - (i) uninterrupted service in a job classification within the bargaining unit provided that there is no break in service of more than three (3) calendar months;
  - (ii) for the purposes of vacation leave entitlement only, Continuous Employment shall include uninterrupted service of an Employee with the Royal Canadian Mint outside the bargaining unit.
- (e) "Daily Rate of Pay" means in respect of a Full Time Employee, the Employee's annual salary, as specified in Appendix "A" of this Agreement, divided by 260.
- (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 a leave of absence.
- (g) "Employee" means a person of either sex who is a member of the bargaining unit as defined in Article 5 of this Agreement.
- (h) "Employer" means the Royal Canadian Mint.
- (i) "Full Time Employee" means an Employee who regularly works :
  - (i) forty (40) hours in a week; or
  - (ii) eighty (80) to eighty-four (84) hours over the two (2) week averaging period, except as otherwise provided in Article 2 of Appendix "B" of this Agreement.
- (j) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a paid holiday under Article 13 of this Agreement.
- (k) "Hourly Rate of Pay" means :
  - (i) in respect of a Full Time Employee, the Employee's annual salary, as specified in Appendix "A" of this Agreement, divided by 2080; and
  - (ii) in respect of a Casual/Part Time Employee, the

Employee's Hourly Rate as specified in Appendix "A" of this Agreement.

- (l) "Leave of Absence" means permission to be absent from duty.
  - (m) "Leave Year" for the purpose of calculating and granting vacation leave, special leave and sick leave, the leave year shall be January 1 to December 31.
  - (n) "Local" means Local 279 of the Amalgamated Transit Union.
  - (o) "Probationary Period" means the probationary period referred to in Article 27 of this Agreement. Employees who have not successfully completed their Probationary Period as of the date of ratification of this Agreement shall be subject to the provisions of Article 27. Employees who have been promoted or changed jobs during their Probationary Period will be required to serve a period equivalent to the greater of sixty-five (65) Worked Days or the number of days remaining in their Probationary Period at the time of promotion or change of jobs.
  - (p) "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.
  - (q) "Straight Time Rate" means an Employee's Hourly Rate of Pay.
  - (r) "Union" means the Amalgamated Transit Union, Local 279.
  - (s) "Weekly Rate of Pay" means in respect of a Full Time Employee, the Employee's Daily Rate of Pay multiplied by five (5).
  - (t) "Worked Days" means a period of work days during which an Employee is in full time attendance at work. Layoffs and authorized or unauthorized leaves of absence from work 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 Amalgamated Transit Union Local 279, the Employees, and the Employer.

**ARTICLE 4  
MANAGEMENT RIGHTS**

- 4.01 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 5  
RECOGNITION**

- 5.01 The Employer recognizes the Amalgamated Transit Union Local 279 as the sole bargaining agent for a bargaining unit comprised of all protective services officers of the Royal Canadian Mint located in Ottawa, excluding supervisors and those above the rank of supervisors.
- 5.02 In the event that the Employer creates a new position (which did not exist on the signing of this Agreement), it undertakes to inform the Union of the creation of this new position and whether such position is to be recognized as being part of the bargaining unit. Upon a written request from the Union to this effect, the Employer shall meet with the Union in order to discuss the inclusion or exclusion of this position in the bargaining unit.
- 5.03 In the event that the parties fail to agree on whether such position shall be included in or excluded from the bargaining unit, either party may refer the case to the Canada Industrial Relations Board for decision.

**ARTICLE 6  
UNION REPRESENTATION**

- 6.01 The Employer acknowledges the right of the ATU to elect one (1) executive board member and two (2) alternates from amongst the bargaining unit employees, who have completed more than twelve (12) months of Continuous Employment,

for the purpose of assisting Employees in the investigation of complaints and the presentation of grievances in accordance with the provisions of this Agreement. **An** alternate will only act when the Union executive board member is not immediately available.

- 6.02 The Union executive board member, alternates and members of committees will be required to perform their regular job duties.

## **ARTICLE 7**

### **TIME OFF FOR UNION REPRESENTATIVES**

- 7.01 The Union executive board member or their alternate shall obtain the permission of their supervisor before leaving their work to investigate a complaint or grievance within their area of jurisdiction or to meet with management for the purpose of dealing with complaints or grievances. Any such permission required shall not be unreasonably withheld.

#### **Time Off for Union Business**

- 7.02 Conciliation Board Hearings:

- (a) The Employer will grant leave with pay to one (1) Employee representing the ATU before a conciliation board. Where operational requirements permit, the Employer will grant leave without pay to an additional Employee representing the ATU before a conciliation board.
- (b) The Employer will grant leave with pay to one (1) Employee called as a witness by a conciliation board, the Union or by subpoena or summons issued by a conciliation board. Where operational requirements permit, the Employer will grant leave without pay to any additional Employee called as a witness before a conciliation board.

#### **Grievance Arbitration Board Hearings**

- 7.03 (a) The Employer will grant leave with pay to an Employee who is a party to the grievance which is before a grievance arbitration board or sole arbitrator.
- (b) The Employer will grant leave without pay to one (1) Employee who acts as a 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, the Union or by subpoena or summons issued by a grievance arbitration board or sole arbitrator. Where operational requirements permit, the Employer will grant leave without pay to any additional Employee called as a witness before a grievance arbitration board or sole arbitrator.

### **Meetings During the Grievance Procedure**

- 7.04 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 No. 1, will be held at such times as are mutually agreeable to the parties.

### **Contract Negotiation Meetings**

- 7.05 The Employer will grant leave with pay to one (1) Employee, and leave without pay to one (1) additional Employee, for the purpose of attending contract negotiation meetings with the Employer on behalf of the ATU.

### **Preparatory Contract Negotiation Meetings**

- 7.06 The Employer will grant leave without pay to the Union executive board member or his alternate for the purpose of attending preparatory contract negotiation meetings. Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of Employees to attend preparatory contract negotiation meetings.

### **Meetings Between Employee Organizations and Management**

- 7.07 The Employer will grant leave with pay to a reasonable number of Employees required to attend meetings called by, or scheduled with and accepted by, management on matters other than grievances.

### **Union Activities**

- 7.08 (a) An Employee who is a delegate to a convention of the Union shall be granted necessary leave without pay to attend.

(b) Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of Employees to attend conferences and conventions of the ATU. Permission for such leave will not be unreasonably withheld.

7.09 Any Employee elected to a full-time office or position in the Union or any other body with which the Union is affiliated shall, upon written application to the Manager of Protective Services or their delegate, be granted a Leave of Absence without pay and without loss of seniority for the duration of the period he or she is so acting. Upon retirement from said office, the employee shall be reinstated in his or her former employment and seniority, provided the employee is qualified, after having received the normal training required to fill such a position at the time of reinstatement. Subject to the terms and conditions of the applicable pension and benefit packages, all pension and benefit packages shall remain in effect provided that all costs, including related Employer costs, are paid by the employee and/or the Union.

#### **Union Training Courses**

7.10 Where operational requirements permit, the Employer will grant leave without pay to the Union executive board member or their alternate to undertake training related to the duties of their position. Permission for such leave will not be unreasonably withheld.

#### **Representative of the Local**

7.11 Where operational requirements permit, the Employer will grant leave without pay to the Union executive board member or their alternate to attend official meetings of the Local. Permission for such leave will not be unreasonably withheld.

#### **Employee Orientation Program**

7.12 When the Employer conducts an information session to initiate protective services officers to the Royal Canadian Mint, a Union representative will be given a two-hour dedicated segment at the ATU office or on Royal Canadian Mint premises to explain the Union's role in administering this Agreement and to complete the necessary documents required concerning their membership.

**ARTICLE 8**  
**UNION SECURITY – DUES**

- 8.01 The Employer will deduct from the wages of each employee in the bargaining unit a specified uniform amount equivalent to the regular monthly union dues, initiation fees and assessments as required by the Union, as defined by the Canada Labour Code, RSC 1985, c. L-2 as amended, according to the constitution and by-laws of the ATU.
- 8.02 New Employees shall, as a condition of employment, become members of the Union within thirty (30) days of their date of hire and shall, as a condition of employment, maintain their membership in good standing.
- 8.03 The Employer agrees to deduct from each Employee's pay cheque an amount sufficient to fund such regular monthly union dues and agrees that such deductions shall continue during the term of this Agreement.
- 8.04 The Employer shall remit such dues monthly by a cheque payable to the ATU within fifteen (15) days after the end of the calendar month in which such deductions are made. The ATU shall supply the Employer with any forms and related information necessary to facilitate such deductions.
- 8.05 The ATU agrees to indemnify and save the Employer completely harmless against all claims, demands, causes of actions, expenses or other forms of liability that may arise out of, or by reason of, deductions or remittances made in accordance with this Article.
- 8.06 The Employer shall receive written notification from the ATU of any changes in the amount of regular monthly union dues at least thirty (30) calendar days in advance of the implementation of any changes in such dues to be deducted.

**ARTICLE 9**  
**INFORMATION**

- 9.01 The Employer agrees to supply the ATU with the name, address, phone number and position of each new Employee within fifteen (15) days from the start of their employment and any updates as they are received.

- 9.02 The Employer shall make every reasonable effort to provide all Employees with a copy of this collective agreement within ninety (90) days of the date of the signing of this Agreement.
- 9.03 The Employer shall provide the ATU with a copy of all the Employer's personnel directives that are posted on the notice boards for the information or direction of the Employees.
- 9.04 The Employer agrees to inform the Union in writing of any termination, resignations or retirements

**ARTICLE 10**  
**PROVISION OF BULLETIN BOARD SPACE**  
**AND OTHER FACILITIES**

- 10.01 The Employer shall provide bulletin board space clearly identified for ATU use for the posting of notices pertaining to meetings, bulletins, elections, appointments, news items and social and recreational **affairs**. To be posted, such notices shall have been initialed by **an** authorized Union representative.
- 10.02 The Employer shall make available to the Local a location on the premises for the placement of bulk quantities of literature of the Local.
- 10.03 The Employer shall make available to the Local union, upon booking, the HSSE conference room for conducting its official business.
- In** the event that the above conference room **is** not available, the Employer shall endeavour to assist the local union in booking another meeting place.
- In** the event that no meeting place is available on RCM premises, the Employer shall grant leave with pay to the Local Union Representative to attend such official business. Subject to operational requirements, permission for such leave will not be unreasonably withheld.
- 10.04 The Employer shall deliver incoming Union mail through the Employer's internal mail system.
- 10.05 The Employer shall provide suitable office space for the Union **to** conduct its official business.

- 10.06 Photocopying machines and fax machines may be used for Union business.

## **ARTICLE 11 LEAVE - GENERAL**

- 11.01 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) the Employee's employment is terminated by his death; or
  - (b) the Employee's employment is terminated by layoff instituted any time after he has had one (1) year or more of service.
- 11.02 The credit or debit balance of **all** sick, vacation or special leave **as** reflected on an Employee's leave record on December 31 shall be carried forward to January 1.

## **ARTICLE 12 VACATION LEAVE**

### **Accumulation of Vacation Leave**

- 12.01 **An** Employee who has earned at least eighty (80) hours of pay for each calendar month shall earn vacation leave **as** follows:
- (a) ten (10) hours per month until the month in which his eighth (8th) anniversary of Continuous Employment occurs (maximum three (3) weeks);
  - (b) thirteen and one-third (13.33) hours per month commencing with the month in which his eighth (8th) anniversary of Continuous Employment occurs (maximum four (4) weeks);
  - (c) sixteen and two-third (16.67) hours per month commencing with the month in which his eighteenth (18th) anniversary of Continuous Employment occurs (maximum five (5) weeks);
  - (d) twenty (20) hours per month commencing with the month in which his twenty-fifth (25th) anniversary of Continuous Employment occurs (maximum six (6) weeks).

12.02 An Employee who has not received at least eighty (80) hours of pay for each calendar month will earn vacation leave at one-twelfth (1/12) of the rate referred to in clause 12.01 for each calendar month for which he receives at least eighty (80) hours of pay. All leave granted under Article 7, except leave granted under clause 7.09 of that Article, will be considered as paid days for the purpose of calculations under this clause.

### **Granting of Vacation Leave**

12.03 In granting vacation leave with pay to an Employee, the Employer shall, subject to the operational requirements of the Royal Canadian Mint, make every reasonable effort:

(a) to grant an Employee vacation leave for the period or periods that they have requested in writing, and where it is impossible to do so, the Employer shall grant preference to those Employees who have the longest Continuous Employment as a protective services officer;

(b) to comply with any request made in writing by an Employee, in exceptional circumstances, that he be permitted to use in the following year the vacation leave earned by him in the current year only. Except in the case of the exceptional circumstances mentioned above, and for the amount of vacation leave mentioned above, Employees shall take all of their vacation leave during the Leave Year in which it is earned.

12.04 An Employee earns but is not entitled to receive vacation leave with pay during his first six (6) months of Continuous Employment.

12.05 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:  
or

(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 the 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.

12.06(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 first (1st) of May 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 Employment as a protective services officer;

(c) The Employer shall inform the Employees in writing no later than the fifteenth (15th) of May whether the period of vacation leave requested has been approved or not.

12.07 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.

### **ARTICLE 13**

#### **DESIGNATED PAID HOLIDAYS**

13.01 **Subject** to Clause 13.02, 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 Victoria Day;

(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.

13.02 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 or 120 hours during the thirty (30) calendar days immediately preceding the designated paid holiday. All leave granted under Article 7, except leave granted under clause 7.09 of that Article, will be considered as paid days for the purpose of calculations under this clause.

- 13.03 When a day designated as a holiday under Clause 13.01 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 paragraph 13.01(k) where the Holiday may be moved to the Employee's work day preceding his Day of Rest.
- 13.04 When a day designated as a holiday for an Employee is moved to another day under the provisions of Clause 13.03:
- (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.
- 13.05 Protective services officers are employed in a continuous service which does not cease on a Holiday. Where an Employee works on a Holiday:
- (a) he shall be paid compensation at the rate of two and one-half (2-1/2) times 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 the rate of 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 vacation leave.

- 13.06 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.
- 13.07 When the Employer identifies a requirement for supplemental shifts beyond regularly scheduled shifts on a statutory holiday, these shifts shall be offered first to readily available full-time employees by seniority.

## **ARTICLE 14 SPECIAL LEAVE**

### **Credits**

- 14.01 An Employee shall earn special leave credits up to a maximum of two hundred (200) hours at the following rates:
- (a) four (4) hours for each calendar month in which he received pay for at least eighty (80) hours; or
  - (b) two (2) hours for each calendar month in which he received pay for less than eighty (80) hours.
- 14.02 Subject to Clause 14.07, special leave with pay will only be granted in accordance with the provisions of this Article to the extent that an Employee has earned sufficient special leave credits. As such credits are used, they may continue to be earned up to the maximum.

### **Marriage Leave**

- 14.03 After the completion of one year of Continuous Employment, an Employee who gives the Employer at least five (5) days of advance notice shall be granted special leave with pay to a maximum of forty (40) hours for the purpose of getting married.

### **Bereavement Leave**

- 14.04 For the purpose of this Clause and Clause 14.06, immediate family is defined as father, mother, brother, sister, spouse, fiancée, child of the Employee, father-in-law, mother-in-law, Employee's grandparents, spouse's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild and

a relative permanently residing in the Employee's household or with whom the Employee permanently resides.

- (a) Where a member of his immediate family dies and the Employee attends the funeral, an Employee shall be entitled to bereavement leave for a period of up to four (4) consecutive calendar days. During such period he shall be granted special leave with pay for those days which are not his regularly scheduled Days of Rest. In addition, he may be granted up to three (3) days of special leave with pay for the purpose of travel;
- (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) or (b) 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**

- 14.05(a) An Employee shall be granted leave with pay of two (2) days for the birth of his/her child
- (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**

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

- (a) When circumstances not directly attributable to the

Employee, including but not limited to family-related responsibilities (family as defined in Clause 14.04), prevent the Employee from reporting for duty; and

- (b) when leave granted in accordance with paragraph (a) 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) or six (6) hours, as the case may be, for use an hour at a time;
- (c) 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**

14.07 Where an Employee with a minimum of six (6) months of Continuous Employment (including his probationary service) has insufficient or no credits to cover the granting of special leave within the meaning of this Article, at the discretion of the Employer, special leave credits may be advanced, 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 credits will be considered.

## **ARTICLE 15 SICK LEAVE**

### **Credits**

15.01 An Employee shall earn **sick** leave credits at the rate of ten (10) hours for each calendar month for which he receives pay for at least eighty (80) hours.

### **Granting of Sick Leave**

15.02 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.
- 15.03 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 paragraph 15.02 (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 of sick leave wholly on the basis of statements signed by him.
- 15.04 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.
- 15.05(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 Clause 28.07, he shall retain any unused sick leave existing at the time of lay-off.
- 15.06 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 15.02, 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.

- 15.07 A record of all unused sick leave credits shall be kept by the Employer.
- 15.08 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.
- 15.09 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.
- 15.10 When an Employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his sick leave credits for the period of concurrency.

### **Medical Information**

- 15.11 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.

### **Medical and Dental Appointments**

- 15.12 Each Employee may use sick leave credits in increments of one-half (1/2) hour for medical and dental appointments. Applications for sick leave will be submitted through the usual channels. Unused hours of sick leave will be carried over to the next Leave Year automatically.

## **ARTICLE 16 OTHER TYPES OF LEAVE**

### **Court Leave**

- 16.01 A leave of absence with pay shall be given to every Employee, other than an Employee on a 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 the 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, except an arbitrator or board referred to in Article 7.

### **injury-on-Duty Leave**

16.02 An Employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by the Workplace Safety and Insurance 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 wilful 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,
- (d) 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.

16.03 Where the absence as a result of injury-on-duty is less than the applicable Workplace Safety and Insurance Act waiting period, an Employee may be granted injury-on-duty leave during the applicable waiting period provided the Employee satisfies the Employer that he was unable to perform his duties.

## **Maternity Leave Without Pay**

16.04(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 fifty-two (52) 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 continuation 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**

16.05(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)

---

[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 16.05(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**

16.06 (a) An employee who :

(i) fails to satisfy the eligibility requirement specified in **subparagraph 16.05(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 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 16.05(a)**, other than those specified in sections (A) and (B) of **subparagraph 16.05(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 16.05 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**

16.07 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**

- 16.08(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 fifty-two **(52)** 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.

### **Parental Allowance**

- 16.09(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 16.05 (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 :

$$\frac{(\text{allowance received}) \times (\text{number period to be worked following her/his return to work})}{[\text{total period to be worked as specified in (B)}]}$$

- (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 16.09 (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**

16.10(a) An employee who :

- (i) fails to satisfy the eligibility requirement specified in **subparagraph 16.09(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 16.09(a)**, other than those specified in sections (A) and (B) of **subparagraph 16.09(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 Pian, the LTD Plan or via the Government Employees Compensation Act.

- (b) An employee shall be paid an allowance under this clause and under clause 16.09 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**

16.11 **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**

16.12 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.

### **Deferred leave**

16.13(A) Deferred leave means a period of authorized leave without pay of between six and twelve 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 year(s) prior to the leave, the employee will receive her/his current remuneration, less the amount which the employee has specified in his/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 ATU 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 ATU 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 a suitable replacement employee.

**Leave with Income Averaging**

16.14 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.

**ARTICLE 17  
SEVERANCE PAY**

**Lay-off**

17.01 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.

17.02 **In** the case of an Employee who **is** laid off for the first time, the amount of severance pay shall be two (2) weeks of pay for the first year and one (1) week of pay for each succeeding complete year of Continuous Employment, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.

17.03 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 of pay for each completed year of Continuous Employment, less any period in respect of which he was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.

### **Resignation**

17.04(a) Subject to Clause 17.05, an Employee who has ten (10) or more years of Continuous Employment is entitled to be paid on resignation from the Royal Canadian 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 17.05.

### **Retirement**

17.05 On cessation 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 cessation of employment 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.

### **Death**

17.06 If an Employee dies, there shall be paid to his estate an amount determined in accordance with Clause 17.05 regardless of the type of benefit payable under the Public Service Superannuation Act.

## **ARTICLE 18 OVERTIME**

18.01 In this Article and Article 20:

- (a) "Overtime" means, subject to the Letter of Understanding with respect to Extended Hours of work which shall not be considered Overtime, work performed by an Employee:
  - (i) in excess of eight (8) hours in a day or in excess of forty (40) hours in a week, for an Employee who works a fixed shift as described in Clause 19.01; or
  - (ii) in excess of twelve (12) hours in a day or in excess of eighty (80) hours over the two week averaging period, for an Employee who works a rotating shift as described in Clause 19.01; or
  - (iii) on a Day of Rest; or
  - (iv) in excess of the Employee's normally scheduled work day or work week in the event that the Employer should change the normal work day or work week from those identified in subparagraphs (i) and (ii).

It is understood that the weekly and bi-weekly hours of work identified in paragraph (a) will be reduced by the number of hours that an Employee would have normally worked on a designated paid holiday identified in Clause 13.01 of this Agreement;

- (b) "Time and One-Half" means one and one-half times an Employee's Straight Time Rate.
- (c) "Double time" means two times an Employee's straight time rate.

18.02(a) An Employee shall be compensated for all Overtime worked at the rate of Time and One-Half (1-1/2)

- (b) An Employee shall be compensated for all overtime worked on his second day of rest at double time.

18.03(a) The operational need for Overtime hours to be worked will be determined in the sole discretion of the Employer, and any Overtime hours worked are to be authorized in advance by the Manager of Protective Services or his delegate.

- (b) Overtime hours of work so required by the Employer will be first offered to Full Time Employees by Seniority provided the more senior Employee is readily available and has the necessary qualifications, **skill** and ability to perform the required work. This paragraph is not intended, and shall not be interpreted, to restrict or limit in any way the ability of the Employer to use Casual/Part Time Employees to avoid the need for Overtime hours of work.
  - (c) For the purposes of offering overtime to full-time officers **as** per clause 18.03(b), the Employer will allow each officer **a** minimum of 15 minutes to respond to the offer before the shift can be assigned to the next readily available officer.
  - (d) **The** response deadline of 15 minutes specified at clause 18.03(c) shall not apply where the Employer identifies **a** staffing requirement occurring in one (1) hour or less.
- 18.04 **An** Employee who is required to work **a** minimum of three (3) consecutive hours of Overtime following his scheduled hours of work and where it is not practical for him to enjoy his usual meal time 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 Employer's 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.
- 18.05 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 Time and One-Half for the first day of rest: for the second day of rest, the leave shall be equivalent to the overtime worked multiplied by double time. 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 not 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.

- (a) The Employer may schedule employees 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.
- (b) Employees who work the extended hours of work referred to in paragraph (a) will be granted leave of four (4) hours with pay at their regular non-overtime rate.
- (c) The leave with pay referred to in paragraph (b) may be accumulated and taken at a time which is convenient to both the Employer and the employee, and in any event shall be taken within the calendar year in which such leave was earned or within six (6) months of the end of that calendar year.

## **ARTICLE 19**

### **HOURS OF WORK**

19.01 Subject to the operational requirements of the Employer the work shifts for Employees will normally be comprised of a fixed shift and a rotating shift.

#### **Fixed Shift**

The normal work week shall be forty (40) hours over five (5) days per week from Monday to Friday and the normal work day will be eight (8) hours inclusive of a meal period.

#### **Rotating Fixed Shift**

Due to the operational requirements of the Employer, hours of work on this shift will be distributed between Employees on a rotating and/or irregular basis, and shall be normally scheduled so that the average hours of work per week by an Employee, calculated over a two (2) week averaging period, is forty (40) to forty-two (42) hours per week.

19.02 The Employer shall grant a one-half (1/2) hour paid meal period to Employees.

19.03(a) The Employer will make reasonable efforts to enable Full Time Employees to select their preference for a fixed shift or a rotating fixed shift by Seniority, in six (6) month increments, provided that the Employer is able to obtain a balance of experience, skill and ability on the shift



schedule selected, and on the remaining shift schedules, that in the discretion of the Employer is appropriate. Such discretion shall be exercised by the Employer in good faith.

(b) The booking periods will be for the periods between April and October, then October and April.

19.04 Nothing in this Agreement shall be construed to mean a guarantee for any Employee of a minimum or maximum, or of any specific, hours of work either in a day or in a week or otherwise.

19.05 The Employer reserves the right to modify the schedule structure and the right to establish and alter starting and quitting times at any time during the year subject to reopening of the bidding process. The Union will be advised ten (10) days in advance of the bidding process taking place.

19.06 There shall be no duplication or pyramiding of hours worked or premiums paid for the purposes of computing payment for Overtime or other premium payment under this Agreement.

## **ARTICLE 20 CALL-BACK PAY**

20.01 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 rate of Time and One-Half for each hour of Overtime worked on the Employee's normal work day and on the first scheduled day of rest; or on the second day of rest, double time; or

(b) compensation equivalent to four (4) hours of pay at his Straight Time Rate.

20.02 When **an** Employee reports to work Overtime for which he has been scheduled or recalled under the conditions described in Clause 20.01 and is required to use transportation services other than normal public transportation services, 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.

## **ARTICLE 21 REPORTING PAY**

- 21.01(a) If an Employee reports for work at the request of the Employer, he shall be entitled to a minimum of four (4) hours of work or pay at his Straight Time Rate;
- (b) If an Employee reports for work on a first Day of Rest at the request of the Employer, he shall be entitled to a minimum of four (4) hours of work or pay at one and one-half (1-1/2) times his Straight Time Rate.
- (c) If an Employee reports to work on his second day of rest at the request of the Employer, he shall be entitled to a minimum of four (4) hours of work or pay at double time his straight time rate.

## **ARTICLE 22 SHIFT PREMIUM**

- 22.01(a) An Employee who works on a regularly scheduled shift between the hours of 4:00 p.m. and 08:00 a.m. shall be paid a shift premium of one dollar thirty-five (\$1.35) per hour for all hours worked during that period;
- (b) No shift premium will be paid for any work performed by an Employee between the hours of 8:00 a.m. and 4:00 p.m.

## **ARTICLE 23 PAY**

- 23.01 Employees are entitled to be paid for services rendered for the position to which they are appointed at the pay rates specified in Appendix " A of this Agreement.
- 23.02 Employees shall be paid every second week on Wednesday. Employees shall be paid by direct deposit to their bank account.

### **Acting Pay**

- 23.03(a) When a full-time Protective Services Officer is required to perform the duties of the Working Supervisor position, the Officer shall be paid at the rate of pay for that

position from and including the first hour he/she is required to perform the duties of the Working Supervisor position;

- (b) The Employer may at any time temporarily appoint a full-time Protective Services Officer to the position of Working Supervisor in an acting capacity. The Employer will endeavour to provide an opportunity to officers who demonstrate an interest in filling acting appointments provided that they are readily available and non-probationary. The Employer will make every reasonable effort to offer an acting opportunity on a seniority basis, only insofar as it is practicable.

### **2005 Pay Review**

- 23.04 The Employer agrees to meet with the Union within 45 days of the ratification of the 2005-2007 agreement, to negotiate the terms and implementation of the pay review recommendations submitted by HAY GROUP in 2004.

In the event that, after the negotiations mentioned above, the parties fail to reach an agreement with respect to these matters, the Union shall have the right to file a grievance as per clause 36.01 (c) of the collective agreement.

## **ARTICLE 24 SAFETY AND HEALTH**

### **Preamble**

- 24.01 The Employer shall ensure that the safety and health at work of every Employee is protected.

The Employer and the ATU 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**

- 24.02 The Employer and the ATU agree that the existing Joint Safety and Health Committee shall include one (1) employee member elected or appointed from the bargaining unit with equal representation appointed by the Employer.

### **First-Aid Training**

24.03 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.

### **Operating Procedures**

24.04 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**

24.05 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.

## **ARTICLE 25**

### **CONFLICT RESOLUTION PROCESS**

25.01 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.

25.02 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 to the administration of this Agreement.

### **Grievance Procedure**

25.03 An Employee who believes that he has a grievance shall first discuss and attempt to settle it with their supervisor or his delegate, with or without a Union representative, as the Employee may elect, within seven (7) calendar days from the date on which the employee was informed (or otherwise became aware) of the decision, situation or circumstance that gives rise to the complaint as a condition precedent to Clause 25.04. Management has seven (7) calendar days to respond to the employee. If the situation is not resolved to the satisfaction of the employee, he or she then has another seven (7) calendar days to file a grievance as per clause 25.04.

25.04 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 Agreement or an arbitral award, he is not entitled to present the grievance unless he has the approval of and is represented by the ATU.

### **Step No. 1**

25.05 Subject to Clause 25.04, an Employee is granted the right to present a grievance in writing at Step No. 1 of the grievance procedure at any time within twenty-one (21) calendar 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. The Employee will be represented by the Union executive board member or his alternate who may present the grievance to the Manager of Protective Services or their delegate.

(a) Grievances not resolved at Step No. 1 within a period of seven (7) calendar days, from the day the grievance was presented at Step No. 1, may be referred to Step No. 2;

(b) The decision of the Employer at Step No. 1 will be given in writing within the time period identified in paragraph (a).

### **Step No. 2**

25.06 The Union executive board member or his alternate shall present a grievance at Step No. 2 of the grievance procedure provided that it is presented within a maximum period of fourteen (14) calendar days from the date a decision was received at the previous Step, or if no decision was received within the time period identified in paragraph 25.05(a), within twenty-one (21) calendar days from the day the grievance was presented at Step No. 1. This step in the grievance procedure will be handled by the President of the Royal Canadian Mint or their delegate. The grievance will normally be heard at Step No. 2, at which the grievor may be requested to attend, within twenty-one (21) calendar days after its presentation. A written decision shall be rendered within twenty-one (21) calendar days after the date of the hearing.

## **Mediation**

25.07 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.

## **Manner of Presentation of a Grievance**

- 25.08 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 their supervisor or **his** delegate. The representative of management who receives the grievance must sign the form **as** indicated in the instructions.
- 25.09 The Employer will notify the Union executive board member or his alternate of any immediate discharge of an Employee in writing, together with the reasons therefor, within forty-eight (48) hours of the discharge.
- 25.10 When the Employer discharges an Employee, the grievance procedure will apply except that the grievance may be presented at the first or second step.
- 25.11 An Employee may, by written notice to the Manager of Protective Services or his delegate, withdraw **a** grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, his withdrawal has the endorsement in writing of the ATU.
- 25.12 Where the grievance relates to the interpretation of this Agreement or an arbitral award, the ATU may, on behalf of any or all of the employees in the bargaining unit, present **a** grievance at any step in the grievance procedure.
- 25.13 The time limits stipulated in the grievance procedure may be extended by mutual written agreement between the Employer and the Employee, and where appropriate the Union executive board member or his alternate.
- 25.14 **A** grievance by an Employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.
- 25.15 Grievances relating to disciplinary action, discharge, promotion, demotion or lay-offs and recall in connection with the decrease or increase of the working force must be filed within nine (9) calendar days from the date of the alleged incident.

## **Arbitration**

- 25.16 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within fifteen (15) days of the receipt of the decision at Step No. 2, 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.
- 25.17 Where the parties have agreed to a sole arbitrator, the sole arbitrator shall be considered to be an arbitration board for the purposes of this Article. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the Chairman governs.
- 25.18 The arbitration board shall not have 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 arbitration board may nevertheless determine whether an Employee has been dismissed or suspended for other than proper cause. In which case, the arbitration 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.

- 25.19 The Employer and the ATU shall each pay one-half (1/2) of the remuneration and expenses of the Chairman of the arbitration board or sole arbitrator, as the case may be, and each party shall bear its own expenses of every such arbitration.
- 25.20 When a party has failed to comply with any of the terms of the decision of the arbitration board, 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.
- 25.21 The Chairman of the arbitration board or a sole arbitrator, as the case may be, may mediate the differences between the parties at any stage in the arbitration proceedings with the consent of the parties. If mediation is not successful, the arbitration board or sole arbitrator, as the case may be, retains the authority to determine the differences between the parties by arbitration.

## **ARTICLE 26**

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

#### **Work Clothing**

- 26.01 (a) The Employer shall provide adequate work clothing for all Employees where necessary and shall pay for the cost to clean those items which must be dry cleaned. The following articles of clothing shall be issued to all Employees at the time of hire as outlined below and shall be replaced as required



(i) all Employees:

- one (1) pair of winter gloves
- one (1) spring and fall jacket
- one (1) winter jacket
- one (1) rain jacket
- one (1) over shirt (vest)
- one (1) hat (kepi rain cover and winter fur hat)
- one (1) belt and underbelt
- two (2) shoulder flashes (Royal Canadian Mint)
- one (1) pair of overboots

(ii) Full Time Employees:

- four (4) pairs of pants
- ten (10) shirts (long or short sleeve)

(iii) Casual/Part Time Employees:

- three (3) pairs of pants
- six (6) shirts (long or short sleeve)

(b) Employees will be provided with the items identified under subparagraphs (ii) and (iii), to the extent that there is a deficiency in quantity, within a reasonable period after ratification of this Agreement.

(c) Any items identified under subparagraphs (ii) and (iii) will be replaced by the Employer on or about eighteen (18) months after ratification of this Agreement, and on or about the expiration of each successive eighteen (18) month period, upon return to the Employer of the items which are to be replaced. The Employer may replace such items more frequently as may be necessary.

(d) The Employer will approach part-time and full-time employees, on a semi-annual basis, more specifically on or about January 15th and June 15th of each year, regarding the need for replacing the above articles of clothing.

### **Body Armour**

26.02 As of May 16th 2005, the Employer shall provide body armour

to all employees. The armour shall be worn at all times and is designated as mandatory personal safety equipment.

### **Hearing Protection**

26.03 The Employer shall provide hearing protection for all Employees where necessary.

### **Safety Footwear**

26.04 The Employer shall provide safety boots or safety shoes for all Employees where necessary and replace them as each pair is worn out.

### **Eye Protection**

26.05 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**

26.06 Safety equipment described in this Article shall be worn by Employees at all times in those areas designated as mandatory safety equipment areas.

26.07 The Employer shall provide an Employee with appropriate personal equipment as may be required to discharge their duties.

26.08 All clothing and equipment provided by the Employer will remain the property of the Royal Canadian Mint.

26.09 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 27**

### **PROBATIONARY EMPLOYEES**

27.01 A new Employee shall not have any Seniority, and shall be considered as a probationary Employee for a period of nine months or 1040 hours worked, whichever comes first, from their most recent date of hire. Seniority status shall be obtained upon successful completion of this probationary period and it shall date from the most recent date of hire.

27.02 The purpose of the Probationary Period shall be to assess whether or not a new Employee is suitable to be retained in employment. The employment of an Employee may be terminated at any time during this trial period.

An Employee whose employment is terminated during the Probationary Period shall have the opportunity to meet with the Employer with a Union representative to be advised of the reasons why their employment has been terminated. A decision to terminate the employment of an Employee during the Probationary Period shall not be subject to any review other than as may be provided by Clause 27.04.

27.03 During the Probationary Period the Employee's progress shall be reviewed with them periodically and the Employer shall provide guidance and assistance to the Employee.

27.04 Grievances shall not be presented in connection with the release of probationary Employees, unless the termination of employment of a probationary Employee amounts to discrimination contrary to Article 31 of this Agreement or discrimination for Union activity.

## **ARTICLE 28**

### **SERVICE/SENIORITY**

28.01(a) For the purpose of this Article and subject to Article 27 of this Agreement, "Service" shall be defined to mean the length of uninterrupted service of an Employee with the Royal Canadian Mint since their most recent date of hire.

(b) Subject to Article 27 of this Agreement, "Seniority" shall be defined to mean the length of Continuous Employment of an Employee, as specified in subparagraph 2.01(d)(i), since their most recent date of hire.

#### **Loss of Service/Seniority**

28.02 An Employee shall lose their Service and Seniority and their employment shall cease when an Employee:

(a) is laid off and is not recalled in accordance with the provisions of Clause 28.07;

(b) is discharged and such discharge is not rescinded by an arbitrator or arbitration board in accordance with the provisions of this Agreement:

- (c) resigns;
- (d) absents himself from duty for a period of three (3) work days or more without notice to his supervisor;
- (e) fails to report to work within five (5) work days after recall from a layoff, except when this time limit has been extended by mutual written agreement between the Employer and the Employee;
- (f) fails to return to work at the termination of a Leave of Absence without procuring a written extension of such leave of absence: or
- (g) retires.

### **Seniority – Working Supervisor**

28.03 The following shall be the status of a Working Supervisor who requests or accepts a transfer from his current position to his/her former position as a Full-time Protective Services Officer.

If the request to return to the former position is made after the Employee has completed 120 calendar days in the new job, the Employer shall fulfil the request whenever there is a vacancy in the said position. When the employee returns to the former position, the employee's seniority status shall be that which he or she had in the position at the date of the original transfer.

### **Service/Seniority Lists**

28.04 There shall be a single Service/Seniority list for Full Time Employees and a separate Service/Seniority list for Casual/Part Time Employees.

28.05 The current Service/Seniority lists showing the name, Service and Seniority of each Employee shall be sent to the Union and be posted on the bulletin board within one (1) month after this Agreement is signed and by **January 31** of each year thereafter. Any Employee who wishes to complain about the correctness of their Service or Seniority must do so by formally providing their complaint in writing and submitting it to their supervisor and to the Union within fourteen (14) calendar days after the posting of the Service/Seniority list, failing which the Service and Seniority set forth in the list shall be deemed correct.

28.06 When an Employee is appointed into a full time classification for the first time, the Employee will be placed on the full time Service/Seniority list behind the Seniority of the most junior Full Time Employee. If a vacancy occurs and an Employee returns to a full time classification, the Employee will return with the full time Seniority they had previously accumulated.

### **Layoff**

28.07(a) Should it become necessary to reduce the number of employees in the bargaining unit, the Employee with the least Seniority in the classification affected by the layoff will be laid off first, subject to the right of the Employer to ensure that the remaining Employees have the necessary qualifications, skill and ability to perform the available work.

(b) A Full Time Employee who is to be laid off under paragraph (a) shall have the option to displace the Casual/Part Time Employee with the least Seniority provided the Full Time Employee has the necessary qualifications, skill and ability to discharge the work performed by the Casual/Part Time Employee.

### **Recall**

28.08(a) When an Employee, other than a probationary Employee, has been laid off he shall be entitled to recall to the position in which he was working at the time of his layoff in inverse order of the layoff procedure, subject to the requirements set out in Clause 28.07. An Employee, other than a probationary Employee, who is laid off shall have recall rights for a period of six (6) months from the date of their layoff.

(b) During the recall period, and for the purposes of filling vacancies as described in clause 37.12, laid-off employees will be eligible to compete for these positions during their period of recall.

(c) If a former Employee, other than a probationary Employee, is recalled and rehired within the recall period referred to in paragraph (a), his Service and Seniority shall be counted by including his Service and Seniority prior to such layoff. This in no manner refers to the Employee's pensionable service.

- 28.09(a) The Employer shall post on the bulletin board for a period of ten (10) working days, all vacant and newly created full time positions subject to the provisions of paragraph (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 thirty (30) calendar days after 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 a validity period of six (6) months.
- (e) Where a vacancy occurs as a result of the operation of paragraph (a) and a valid eligible list is in effect, that vacancy shall be filled from the eligible list described in paragraph (d) above.

28.10 In filling the vacant and newly created positions in accordance with the provisions of Clause 28.08, the Employer shall evaluate the applicants according to the following determining factors:

- skills;
- ability;
- knowledge.

These factors shall be equally weighted. An overall pass mark of 60% will be required in all promotional competitions. However, the successful candidate must receive 50% for each of the factors of skills, ability and knowledge. Where two or more Employees qualify and obtain the same total points, Seniority will become the determining factor.

- 28.11 An Employee who was an unsuccessful applicant for that position shall have the right to grieve the Employer's decision in his case.
- 28.12 In the case of any grievance under the provisions of Clause 28.10, it is agreed that, notwithstanding the provisions of Clause 25.05, 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.
- 28.13 If the Employer is unable to select a qualified candidate from within the bargaining unit, the vacant or newly created position may be filled by an appointment from outside the bargaining unit or from outside the Royal Canadian Mint. The Employer's decision with respect to any such appointment shall not be subject to a grievance under this Agreement.
- 28.14 Every Employee who has been promoted as a result of a promotional competition will undergo a trial period of sixty-five (65) Worked Days during which the Employer may assess his capability to perform the duties of the 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 the promotion. An Employee who has been rejected during his trial period following a promotion shall have the right to grieve the rejection.
- 28.15 If an Employee accepts a position outside the bargaining unit, the Employee shall retain their Seniority accumulated prior to the date of such transfer for a retention period of six (6) calendar months. On or before the end of that period, the Employee must either exercise their Seniority rights to return to the bargaining unit, or relinquish all such Seniority. Should the Employee return or be returned to the bargaining unit by the Employer for any reason, the Employee must remain within the unit for a minimum period of one hundred and twenty (120) calendar days before the Employee accepts another appointment to the same position outside the bargaining unit. This Clause does not apply to a position outside the bargaining unit which is taken by an Employee in an acting capacity.

## **ARTICLE 29 SUPERANNUATION**

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

## **ARTICLE 30 HEALTH AND INSURANCE BENEFITS**

- 30.01 The optional life and health insurance program available to and paid for by Employees who were actively employed on or before April 3, 1998 may continue in full force and effect, subject to the terms and conditions of that program, unless altered by legislation over which the Employer has no control or unless waived by the Employees.
- 30.02 The terms and conditions in respect of the payment of premiums and the eligibility for benefits under the Public Service Health Care Plan and applicable provincial medicare plans as amended from time to time apply to all employees subject to this Agreement with the exception of those Employees who are eligible for and elect the coverage referred to in Clause 30.01.
- 30.03 The Disability Insurance Plan as established by Treasury Board Directive 700504 and in effect at the Royal Canadian Mint will continue during the life of this Agreement.
- 30.04 The Employer agrees to pay 66-2/3% of the Disability Insurance Plan premiums and 100% of the required premiums at Level I of the Public Service Health Care Plan; 92% of the required premiums at Level II; and 80% of the required premiums at Level III.
- 30.05 The Employer agrees to upgrade the current Dental Plan in force for the duration of this Agreement with all premiums to be paid by the Royal Canadian Mint. More specifically, the Mint agrees to upgrade the current Orthodontics coverage from \$2,000 to \$3,000. The Employer agrees to update the Ontario Dental Association schedule to the 1998 schedule effective from the signing of this Agreement.
- 30.06 The Employer will ensure that adequate administrative procedures are in place to permit Employees on a Leave of



Absence without pay the opportunity of continuing to enjoy full benefit coverage under the existing cost-sharing arrangements during such a leave of absence, other than a Leave of Absence granted under Clause 7.09 of this Agreement.

**ARTICLE 31**  
**NO DISCRIMINATION**

- 31.01 The Employer and the ATU agree that there will be no harassment or discrimination exercised or practised by either of them or their representative by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family **status**, disability or conviction for an offence for which a pardon has been granted as those terms are defined in the Canadian Human Rights Act, RSC 1985, c. H-6, as amended.

**ARTICLE 32**  
**STATEMENT OF DUTIES**

- 32.01 The Employer shall, when requested to do so by an 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.

**ARTICLE 33**  
**MEALS AND CAFETERIA SERVICE**

- 33.01 The Employer agrees to continue to provide a suitable, clean, well-ventilated room as a cafeteria for all of its employees.

**ARTICLE 34**  
**RE-OPENER CLAUSE**

- 34.01 This Agreement may be amended by mutual written consent.

**ARTICLE 35**  
**STRIKES AND LOCKOUTS**

- 35.01 The Employer agrees that there shall be no lockout of its Employees during the life of this Agreement and the ATU

agrees that there shall be no interruption or impeding of work, work stoppage, strike, sit-down, slowdown or any other interference with Employer operations by any Employee during the term of this Agreement.

## **ARTICLE 36 CLASSIFICATION**

- 36.01 a) Each new position in the bargaining unit will be classified in accordance with the Royal Canadian Mint Job Evaluation Plan into a classification level which identifies the work that the Employee, assigned to that position, is required to perform according to his/her statement of duties and job description.
- (b) **An** Employee may be asked to work temporarily out of his/her position in special circumstances.
- (c) The Employer agrees to negotiate with the Union before implementing any major change in the statement of duties or job descriptions of existing positions and before creating new positions. In the event that, after the negotiations mentioned above, the Employer creates a new position or implements a major change in the statement of duties or job descriptions and the Union does not accept the Employer's position with respect to these matters, the Union shall have the right to file a grievance, but only on the classification level or the rate of pay attached thereto. Such grievances shall be referred for final resolution to the President of the Royal Canadian Mint who will review representations from both parties before rendering a decision as to the proper classification level or the rate of pay attached thereto. The President's decision will be final and binding on both parties. Grievances pertaining to job evaluation are not arbitrable.

## **ARTICLE 37 EDUCATION AND TRAINING**

- 37.01 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.

37.02 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: and
- (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.

37.03(a) Mandatory training required by the Employer will normally be conducted during regular hours of work. The Employer will advise the Union of any such training programs prior to their implementation.

- (b) Where it is not practicable to conduct mandatory training during regular hours of work the Employees required to attend will at the Employee's option either be paid at one and one-half times their Straight Time Rate on their first day of rest or double time their straight time rate of pay on their second day of rest for the duration of the mandatory training. The Employee may also choose leave with pay equivalent to the duration of the mandatory training to be banked at one and one half times their Straight Time Rate of pay on the first day of rest or double time their straight time rate of pay on the second day of rest. The Employer will pay for all additional costs incurred during mandatory training, specifically meals, parking and traveling expenses. Such leave is to be taken at a time which is convenient to both the Employer and the Employee, and in any event, shall be taken within the calendar year in which such training occurred or within six (6) months of the end of that calendar year.

(c) Mandatory training will include, but not be limited to:

- first aid to be renewed upon expiration
- annual CPR training and certification
- annual firearms requalification

- any other training directly related to an officer's daily duties

The Employer reserves the right to modify this training list subject to changes in the operational needs of the Corporation.

- 37.04 At the Employer's discretion, education and training 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.
- 37.05 In certain instances, the Employer may require the Employee to give a written undertaking to continue his employment with the Royal Canadian 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 to the Employee on the cessation of his employment.

## **ARTICLE 38**

### **EDUCATION LEAVE WITHOUT PAY**

- 38.01 The Employer recognizes the usefulness of education leave. Upon written application by an Employee and with the approval of the Employer, the 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.
- 38.02 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.
- 38.03 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 37, Education and Training.

- 38.04 Time spent on such education leave shall not be counted for pay increment purposes.

### **ARTICLE 39**

#### **PROFESSIONAL FEES AND LICENSES**

- 39.01 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 40**

#### **NATIONAL SECURITY**

- 40.01 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 41**

#### **SEVERABILITY**

- 41.01 In the event that any law or regulation passed by legislative authority, which would apply to employees of the Royal Canadian Mint covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

### **ARTICLE 42**

#### **JOB SECURITY**

- 42.01 In an effort to minimize the need to reduce employment due to a lack of work, the Employer agrees to review alternatives to lay-off possible alternative working arrangements: possible opportunities for voluntary departures: and possible vacancies due to attrition.
- 42.02 Before the Employer introduces any changes involving automation, mechanization or technological change which

will have the effect of substantially reducing the number of employees in the bargaining unit, the Employer will notify the Union in writing 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 outside the Ottawa-Hull area, at least three hundred and sixty-five (365) days advance notice will be given.

- 42.03 If during the life of this Agreement the Mint is relocated outside the Ottawa-Hull area, all Employees who are actively employed at the time of relocation, and whose jobs shall be required in the new location, shall be offered continued employment and the Employer shall pay relocation allowances in accordance with Treasury Board policy.

### **ARTICLE 43 DURATION AND RENEWAL**

- 43.01 The duration of this collective agreement shall be from January 1, 2005 to December 31, 2007. Other than the base pay increases that are retroactive to January 1, 2005 for all employees employed on or after that date, this Agreement shall become effective on the date of ratification by the union. The agreement shall be renewed automatically from year to year thereafter unless either party gives written notice of intention to amend to the other party within ninety (90) days prior to December 31, 2007 or within ninety (90) days prior to the anniversary date in any subsequent year.
- 43.02 If notice of intention to amend is given by either party in accordance with Clause 43.01 then negotiations shall commence within thirty (30) days after such notice or as soon thereafter as is mutually agreed upon by the parties.
- 43.03 In the event that either party gives written notice to the other party of its desire to amend this Agreement, then this Agreement shall continue in effect until a new agreement is reached by the parties or until this Agreement is terminated by operation of law.

**APPENDIX "A"**  
**CLASSIFICATIONS AND SCHEDULE OF RATES**

**A) On-Scale Wage Increases:**

January 1, 2005	Wages to be increased by 3.0%
January 1, 2006	Wages to be increased by 2.4%
January 1, 2007	Wages to be increased by 3.0%

**WORKING SUPERVISOR**

<b>Annual Salary</b>		
<b>Jan. 1, 2005</b>	<b>Jan. 1, 2006</b>	<b>Jan. 1, 2007</b>
\$51,387	\$52,620	\$54,199

**FULL TIME PROTECTIVE SERVICES OFFICER**

<b>Annual Salary</b>			
	<b>Jan. 1, 2005</b>	<b>Jan. 1, 2006</b>	<b>Jan. 1, 2007</b>
<b>Start Rate*</b>	\$35,012	\$35,852	\$36,928
<b>After 1 yr. Seniority</b>	\$37,070	\$37,959	\$39,098
<b>After 2 yrs. Seniority</b>	\$39,130	\$40,069	\$41,271
<b>After 3 yrs. Seniority</b>	\$41,190	\$42,178	\$43,444

\* Salary progression as outlined is conditional upon a satisfactory job performance evaluation..

**CASUAL/PART TIME PROTECTIVE SERVICES OFFICER**

<b>Hourly Rate</b>			
	<b>Jan. 1, 2005</b>	<b>Jan. 1, 2006</b>	<b>Jan. 1, 2007</b>
<b>Entry rate</b>	\$14.43/hour	\$14.78 /hour	\$15.22/hour
<b>Rate II</b>			
Mer Employee has completed probation period	\$16.82/hour	\$17.22/hour	\$17.74/hour

Casual/Part Time Employees are not entitled to any full time benefits or entitlements.

**APPENDIX "B"**  
**CASUAL/PART TIME ADDENDUM**

**ARTICLE 1**  
**APPLICATION**

- 1.01 The provisions of the Collective Agreement apply to Casual/Part Time Employees unless otherwise indicated, with the exception of Articles 11, 12, 14, 15, 16, 17, 29, 30 and 42 which do not apply to Casual/Part Time Employees.
- 1.02 In the event of a conflict between the provisions of this Appendix and any other provisions in this Agreement, the provisions of this Appendix shall prevail.

**ARTICLE 2**  
**HOURS OF WORK**

- 2.01 Subject to Clause 2.02 of Appendix B, Casual/Part Time Employees will not regularly work Full Time Employee hours as described in paragraph 2.01(i) of this Agreement.
- 2.02 A Casual/Part Time Employee may regularly work Full Time Employee hours as described in paragraph 2.01(i) of this Agreement for a period of up to six (6) consecutive months. Any period of absence of more than six (6) months will be filled in accordance with clause 2.03, for the duration of the leave, subject to a suitable candidate being available to fill the vacancy.
- 2.03 (a) Subject to the provisions of paragraph (b) of this Clause, in the event that the Employer elects to have a Casual/Part Time Employee regularly work Full Time Employee hours, other than in circumstances which are in accordance with and subject to the conditions and exceptions specified in Clause 2.02 of Appendix B, the Employer will normally post and fill a full time job vacancy in accordance with the provisions of Article 28 of this Agreement, unless the Employer and the Union otherwise mutually agree in writing.
  - (b) In the event that the Employer elects to post a full time job vacancy, in accordance with paragraph (a) of this Clause, then the incumbent Casual/Part Time Employee may



continue to work Full Time Employee hours until the vacancy is filled. and in such case the Employee shall **at** all times remain a Casual/Part Time Employee and shall not thereby become eligible for any Full Time Employee benefits or entitlements.

- 2.04 (a) **All** part time hours of work available will be distributed in the first instance by availability and, in the second instance, in accordance with the service list.
- (b) For the purposes of this clause, the Employer will **allow** each officer a minimum of **15** minutes to respond to the offer before the shift can be assigned to the next readily available officer.

### **ARTICLE 3 LIEU PAYMENTS**

- 3.01 Casual/Part Time Employees are not entitled **to** Full Time Employee benefits or entitlements.
- 3.02 In lieu of insurable and uninsurable benefits or entitlements, the Employer shall pay each actively employed Casual/Part Time Employee the gross sum of:
- (a) 6% of their gross wages earned directly from the hours each Employee actually worked for the period January 1 through June **30** inclusive, and for the same successive **six** (6) month period completed during the term of this Agreement, less applicable statutory deductions; and
- (b) 6% of their gross wages earned directly from the hours each Employee actually worked for the period July 1 through December **31** inclusive, and for the same successive six (6) month period completed during the term of this Agreement, less applicable statutory deductions.

**APPENDIX "C"**  
**BONUS OPPORTUNITY**

- .01 The following off-scale Performance Awards will be paid as follows for each year of the years 2005, 2006, 2007 where the Employer's income before income tax is:

\$5.0M or more	2005 – 1.0%
	2006 – 1.0%
	2007 – 1.5%

-- OR --

The Mint achieves the profit target in the Corporate Plan for the year:

2005 – 4.0%
2006 – 4.0%
2007 – 4.0%

-- OR --

The Mint exceeds by 25% the profit target in the Corporate Plan for the year:

2005 – 4.0%
2006 – 4.5%
2007 – 4.5%

The Mint will pay the performance awards as follows: the applicable percentage of the performance award will be calculated on the salary actually earned by the Full-Time Employee for the respective year. The performance award will be paid on release of the Mint's annual financial statement, **less** applicable statutory deductions and remittances.

- .02 Casual/Part Time Employees are eligible to receive a bonus equal to 2.0% of their Hourly Rate of Pay for the year in respect of which the objectives were met times the number of hours actually worked during that year, less applicable statutory deductions and remittances.

## APPENDIX "D"

### Re: Working Supervisor

In the event of a conflict between the provisions of this Appendix and any other provisions in the collective agreement between the RCM (hereinafter the "Employer") and ATU, the provisions of this Appendix shall prevail.

### The Position

1. The position of Working Supervisor Protective Services (hereinafter "Working Supervisor") is included in the bargaining unit;

### Acting Pay

2. (a) When a full-time Protective Services Officer is required to perform the duties of the Working Supervisor position, the Officer shall be paid at the rate of pay for that position from and including the first hour he/she is required to perform the duties of the Working Supervisor position;
- (b) The Employer may at any time temporarily appoint a full-time Protective Services Officer to the position of Working Supervisor in an acting capacity. The Employer will endeavour to provide an opportunity to officers who demonstrate an interest in filling acting appointments provided that they are readily available and non-probationary. The Employer will make every reasonable effort to offer an acting opportunity on a seniority basis, only insofar as it is practicable.

### Overtime

3. It is understood that in the event that the Working Supervisor performs overtime work that does not require him/her to report on Mint premises, such as but not limited to, work-related telephone calls, article 20 of the collective agreement (call-back pay) does not apply. In these circumstances, the Working Supervisor is entitled to the greater of:
  - (a) One (1) hour of pay at his/her Straight Time Rate.
  - (b) The actual hours worked rounded up to the next quarter hour at his/her Straight Time Rate (e.g. sixteen (16) minutes become thirty (30) minutes).

4. At the Working Supervisor's request, Overtime hours may be converted to annual leave credits as compensatory leave.

#### **Transfer from current position**

The following shall be the status of a Working Supervisor who requests or accepts a transfer from his current position to his/her former position as a Full-time Protective Services Officer:

5. If the request to return to the former position is made after the Employee has completed 65 worked days in the new job, the Employer shall fulfill the request whenever there is a vacancy in the said position. When the employee returns to the former position, the employee's seniority status shall be that which he or she had in the position at the date of the original transfer.
6. If the request is made to the Employer within the probationary period of 65 worked days, the Employer shall fulfill the request whenever there is a vacancy in the said position. When the employee returns to the former position, there shall not be any loss of seniority.

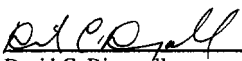
#### **Layoff**

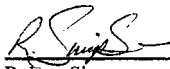
7. For the purposes of clause 28.06 of the collective agreement, in the event that a Working Supervisor is laid off under paragraph 28.06(a) of the collective agreement, he/she shall have the option to displace a Full-Time employee with less seniority within the lower classification. For the purposes of this clause, the Working Supervisor's seniority status shall be that which he or she had in the Full-Time Protective Services position at the date of the original transfer.

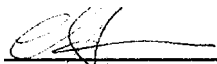
In witness whereof, the parties have signed in Ottawa, on this 24th day of June 2005.

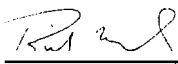
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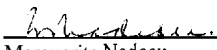
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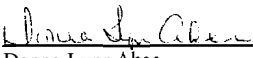
  
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David C. Dingwall  
President and Master

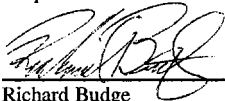
  
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Robert Simpson  
President, Business Agent

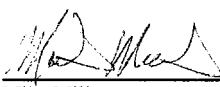
  
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Craig Szelestowski  
Vice-President, Human  
Resources

  
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Rick Maheral  
Executive Vice-president

  
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Marguerite Nadeau  
General Counsel &  
Corporate Affairs

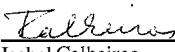
  
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Donna-Lynn Ahee  
Secretary-Treasurer

  
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Richard Budge  
Director, Protective and  
Environmental Services

  
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Mike Milloy  
Assistant Business Agent

  
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Ralph Falsetto  
Manager, Protective Services

  
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Robert Labrecque  
Executive Board Member,  
Royal Canadian Mint

  
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Isabel Calheiros  
Manager, Human Resources

  
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Denis Gravelle  
Executive Board Member