

AGREEMENT

between

THE ROYAL CANADIAN MINT

and

**THE PUBLIC SERVICE ALLIANCE
OF CANADA**

WINNIPEG PROTECTIVE SERVICES GROUP

expires December 31, 2017

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
1	Purpose of Agreement	4
2	Interpretation and definitions	4
3	Application	6
4	Future legislation and the Collective Agreement	7
5	Management rights	7
6	Recognition	7
7	Union representatives	8
8	Time off for union executives	8
9	Union security — Dues	10
10	Information	11
11	Provision of bulletin board space and other facilities	11
12	Leave — General	12
13	Vacation leave	12
14	Designated paid holidays	15
15	Special leave	17
16	Sick leave	20
17	Other types of leave	22
	— Court leave	
	— Injury-on-duty leave	
	— Maternity leave without pay	
	— Parental leave without pay	
	— Other leave with or without pay	
18	Severance pay	35
19	Hours of work and overtime — General	36
20	Call-back pay	39
21	Travelling time	39
22	Reporting Pay	40
23	Shift Premium	40
24	Pay	40
25	Pyramiding	41
26	Safety and Health	41
27	Conflict Resolution Process	42
28	Classification Conflict Resolution Process	45

ARTICLE	SUBJECT	PAGE
29	Strikes and Lockouts	46
30	Work Clothing, Safety Shoes and Eye Protection	47
31	Superannuation	48
32	Employee Performance Review and Employee Files	48
33	Probationary Period	49
34	Service	49
	— Loss of service/seniority	
	— Seniority lists	
	— Filling of vacancies	
	— Trial period	
	— Lay-Off	
	— Recall	
35	Permanent Appointment and Temporary Assignment Outside Bargaining Unit	54
36	Discipline	54
37	Health and Insurance Benefits	55
38	Statement of Duties	56
39	Lunch Room	56
40	Re-Opener Clause	56
41	Classification	56
42	Harassment and Discrimination at the Workplace	57
43	Technological Change	57
44	Duration and Renewal	57
APPENDIX A	— Schedules of Rates	60
APPENDIX B	— Letter of Understanding Vacation Grandfathering	63

ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

INTERPRETATION AND DEFINITIONS

- 2.01 For the purpose of this Agreement:
- (a) "Alliance" means the Public Service Alliance of Canada;
 - (b) "Casual Employee" means an Employee who does not hold a permanent position and is scheduled on an on-call basis based on operational needs. A casual Employee's continued or repeated unavailability for work shall be cause for dismissal, unless the Employee presents a satisfactory reason for his/her unavailability. If the Employer does not accept the Employee's reason, the Employee may file a grievance in accordance with Article 27 and failing resolution through the grievance procedure, an arbitrator shall decide if the Employee's reason is satisfactory.

Casual Employees are not entitled to Permanent Full-Time Employee benefits or entitlements. In lieu of insurable and uninsurable benefits or entitlements, the Employer shall pay each actively employed Casual Employee the gross sum of 6% of their gross wages earned directly from the hours each Employee actually worked during the period of employment.

The provisions of the Collective Agreement apply to Casual Employees, unless otherwise indicated, with the exception of Articles 12(Leave),

13(Vacation Leave), 15(Special Leave), 16(Sick Leave), 17(Other Types of Leave), 19 (Hours of Work), which do not apply to Casual Employees;

- (c) "Component" means the Government Services Union of the Public Service Alliance of Canada;
- (d) "Continuous employment" unless otherwise stated in this Agreement means uninterrupted employment in the Royal Canadian Mint will include all service in any of the aforementioned providing there is no break in service of more than three (3) calendar months. Where an employee has been laid off in excess of three (3) months and recalled under the provisions of Article 34 his/her continuous employment shall include his/her service prior to lay-off;

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

- (e) "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/her position other than by reason of his/her being on a Leave of Absence;
- (f) "Employee" means a person of either sex who is a member of the bargaining unit as defined in Article 6;
- (g) "Employer" means the Royal Canadian Mint;
- (h) "Holiday" means the twenty-four (24) hour period commencing at 12:01 a.m. on a day designated as a paid Holiday under Article 14 of this Agreement;
- (i) "Leave of Absence" means permission to be absent from duty;
- (j) "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;
- (k) "Local" means the Winnipeg Local 50058 of the Government Services Union;
- (l) "Membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium or special levy;

- (m) "Permanent Full Time Employee" means an Employee who regularly works:
- Hourly Employees*
- (i) forty (40) hours in a week; or
 - (ii) eighty (80) to eighty-four (84) hours over the two (2) week averaging period,
- (n) "Probationary Period" means the Probationary Period referred to in Article 33 of this Agreement. 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 period;
- (o) "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;
- (p) "Straight Time Rate" means an Employee's Hourly Rate of Pay;
- (q) "Weekly Rate of Pay" means in respect of a Full Time Employee, the Employee's Hourly Rate of Pay multiplied by the number of regularly scheduled hours;
- (r) "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;
- (s) Except as otherwise provided for in this Agreement, expressions used in this Agreement, if defined in the Canada Labour Code, have the same meaning as given to them in that Code;

ARTICLE 3

APPLICATION

- 3.01 The provisions of this Agreement apply to the Alliance, Employees, and the Employer.
- 3.02 Both the English and French texts of this Agreement shall be official.

- 3.03 Throughout this Agreement, words importing the masculine gender shall include the feminine gender.

ARTICLE 4

FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

- 4.01 In the event that any law passed by Parliament, which would apply to employees of the Royal Canadian Mint covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement.
- 4.02 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instructions, directions or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 Except as provided expressly 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 6

RECOGNITION

- 6.01 The Employer recognizes the Alliance as the sole bargaining agent for a bargaining unit comprised of all employees of the Royal Canadian Mint Protective Services in the City of Winnipeg, excluding the Supervisor and those above the rank of Supervisor as certified by the Canada Industrial Relations Board on November 8, 2013 (order no. 10494-U).
- 6.02 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 Alliance 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 Alliance to this effect, the Employer shall meet with the Alliance in order to discuss the inclusion or exclusion of this position in the bargaining unit.

- 6.03 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 7

UNION REPRESENTATIVES

- 7.01 The Employer acknowledges the right of the Alliance to appoint up to 5 stewards.
- 7.02 It is recognized that the above total does not include the President, the Vice-President, the Chief Shop Steward and the Treasurer of the Local Executive.

ARTICLE 8

TIME OFF FOR UNION EXECUTIVES

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

Rights Arbitration Board

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

Meetings during the Grievance Procedure

- 8.03 When an Employee and her/his representative are involved in the process of her/his grievance, she/he and her/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

8.04 The Employer will grant leave with pay to one (1) Employee, and leave without pay for up to two (2) additional employees, for the purpose of attending contract negotiation meetings with the Employer on behalf of the Alliance.

Preparatory Contract Negotiation Meetings

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

Meetings Between Employee Organizations and Management

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

Employee Organization National Council Meetings, Congress and Conventions

8.07 Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend national council meetings and conventions of the Component, the Alliance and the Canadian Labour Congress.

Union Training Courses

8.08 Where operational requirements permit, the Employer will grant leave without pay to an employee who exercises the authority of a Steward or Union executive, on behalf of the local, to undertake training related to the duties of her/his position.

Employee Orientation Program

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

Alternate Dispute Resolution (ADR) process

8.10 The Employer will grant leave without pay to an employee whose participation is required in any Alternate Dispute Resolution (ADR) process with the Employer, as well as to her/his union representative.

Time off for Union Executives

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

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

ARTICLE 9

UNION SECURITY — DUES

- 9.01 The Employer shall, as a condition of employment, deduct an amount equal to the membership dues from the monthly pay of all employees in the bargaining unit.
- 9.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee in the bargaining unit.
- 9.03 New employees shall, as a condition of employment, be or become members of the Alliance within fifteen (15) days of their engagement and shall, as a condition of employment, maintain their membership thereafter.
- 9.04 For the purposes of applying Clauses 10.01 and 10.03, deductions from pay for each employee in respect of each month shall commence with the first full month of employment to the extent that earnings are available.
- 9.05 The amount deducted in accordance with this Article shall be remitted to the Comptroller of the Alliance in the month following their deduction and shall be accompanied by particulars identifying each employee and the deductions made on his/her behalf. Upon request of the Alliance, the accompanying particulars shall be submitted in electronic format.
- 9.06 The Employer agrees to continue its current practice of making deductions for other purposes on the basis of production of appropriate documentation, for example Alliance Group Insurance.
- 9.07 An employee who satisfies the Employer to the extent that he/she declares in an affidavit that he/she is a member of a religious organization whose doctrine prevents him/her as a matter of conscience from making financial contributions to an employee organization and that he/she will make contributions to a charitable organization equal to dues shall not be subject to this Article.
- 9.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 10
INFORMATION

- 10.01 The Employer agrees to supply the Alliance with the name, area and position of each new employee within fifteen (15) days of her/his engagement.
- 10.02 The Employer shall make every reasonable effort to provide all employees with a copy of this collective agreement within 90 days of the date of the signing of this Agreement.
- 10.03 The Employer shall provide the local with a copy of Mint policies and related directives.

ARTICLE 11
**PROVISION OF BULLETIN BOARD
SPACE AND OTHER FACILITIES**

- 11.01 The Employer shall provide bulletin board space clearly identified for Alliance use for the posting of notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs. To be posted, such notices shall have been previously initialed by an authorized Union representative.
- 11.02 The Employer shall endeavor to make available to the Local Union, upon booking, a conference room for conducting its official business.
- 11.03 The Employer shall deliver incoming union mail through the Employer's internal mail system.
- 11.04 Photocopying machines and fax machines may be used for Union business, within reasonable limits.
- 11.05 The Employer shall endeavor to make available on a temporary basis, upon request, a suitable office space for the union to conduct ad-hoc confidential union business.

ARTICLE 12

LEAVE — GENERAL

- 12.01 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/her provided that:
- (a) an employee's employment is terminated by his/her death; or
 - (b) an employee's employment is terminated by lay-off instituted any time after he/she has had one (1) year or more of service.
- 12.02 When an employee who is in receipt of acting pay is granted leave with pay, he is entitled during his/her period of leave to receive the allowance if the special or extra duties in respect of which he/she is paid the allowance were assigned to him/her on a continuing basis for a period of one (1) or more months prior to the period of leave.
- 12.03 The credit or debit balance of all sick or special leave as reflected on an employee's entitlement banks on December 31 shall be carried forward to January 1.

ARTICLE 13

VACATION LEAVE

Accumulation of Vacation Leave

- 13.01 An Employee shall earn vacation leave as follows:
- (a) for those employees with less than eight (8) years of Continuous employment as a Permanent Full-time, one hundred and twenty (120) hours annually;
 - (b) for those employees with eight (8) years of Continuous employment and less than eighteen (18) years as a Permanent Full-time, one hundred and sixty (160) hours annually;

- (c) for those employees with eighteen (18) years of Continuous employment and less than twenty-five (25) years as a Permanent Full-time, two hundred (200) hours annually;
 - (d) for those employees with twenty-five (25) years and greater of Continuous employment as a Permanent Full-time, two hundred and forty (240) hours annually.
- 13.02 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 13.01 for each calendar month for which she/he receives at least eighty (80) hours of pay. All leave granted under Article 8 (Time off for Union Executives), will be considered as paid hours for the purpose of calculations under this clause.

Granting of Vacation Leave

- 13.03 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 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 most Bargaining Unit Seniority;
- 13.04 An Employee earns but is not entitled to receive vacation leave with pay during her/his first six (6) months of Continuous employment.
- 13.05 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.

- 13.06 (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 fifteenth (15th) of April of that year;
- (b) Where operational requirements prevent granting 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 Bargaining Unit Seniority;
- (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 and the reason if denied.

13.07 Employees shall take all of their vacation leave during the vacation year in which it is earned and where, in any vacation year, all of the vacation leave credited to an Employee has not been used, the unused portion of her/his vacation leave, to a maximum of forty (40) hours for fixed shift employees and sixty (60) hours for rotating fixed shifts employees, shall be carried over into the following vacation year. All vacation leave credits in excess of the maximum hours described shall be automatically paid in cash at her/his hourly rate of pay, as calculated from the classification of her/his substantive position on the last day of the vacation year. The payment will be made within 60 days of the end of the vacation year.

Leave when Employment Terminates

13.08 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 her/his position,

The Employee or her/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 hours of earned but unused vacation leave by the hourly rate of pay applicable to the Employee immediately prior to the termination of her/his employment.

ARTICLE 14

DESIGNATED PAID HOLIDAYS

14.01 Subject to Clause 14.02, the following days shall be designated paid holidays for employees:

- (a) New Year's Day,
- (b) Good Friday,
- (c) Easter Monday,
- (d) the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's Birthday,
- (e) Canada Day,
- (f) Labour Day,
- (g) the day fixed by proclamation of the Governor in Council for celebration of Thanksgiving,
- (h) Remembrance Day,
- (i) Christmas Day,
- (j) Boxing Day,
- (k) one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or in any area where, in the opinion of the Employer, no such day is recognized as a provincial or civic holiday, the first Monday in August,

- (l) any additional day when proclaimed by an Act of Parliament of the Government of Canada as a National paid holiday.

14.02 No employee is entitled to be paid for a designated paid holiday on which he/she does not work when he/she does not earn wages for at least fifteen (15) days for an 8-hour shift rotation and ten (10) days for a 12-hour shift rotation, during the thirty (30) calendar days immediately preceding the designated paid holiday. All leave granted under the provisions of Article 8 (Time off for Union Executives) hereof, will be considered as paid days for the purpose of calculations under this Clause 14.02.

Casual employees

- 14.03 (a) If a casual is entitled to wages for at least fifteen (15) days during the thirty (30) calendar days preceding the designated holiday and does not work the holiday, he/she will be paid the average wage of the last twenty (20) shifts worked preceding the Holiday.
- (b) If a casual is not entitled to wages for at least fifteen (15) days during the thirty (30) calendar days preceding the designated holiday and does not work the holiday, he/she will be paid 1/20th of the regular wages in the last thirty (30) calendar days, including acting.

Holiday Falling on a Day of Rest

14.04 When a day designated as a holiday under Clause 14.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest, except in the case of 14.01 (k) where the holiday may be moved to the employee's work day preceding his/her day of rest.

14.05 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 14.04:

- (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.

14.06 Where an employee works on a holiday:

- (a) he/she shall be paid compensation at the rate of two and one-half (2-1/2) times the rate of his/her hourly rate of pay for all hours worked by him/her on the holiday; or

- (b) upon request, and with the approval of the Employer, he/she shall be granted:
 - (i) leave credits in lieu at straight time equivalent to the number of hours worked by him/her on the holiday; and
 - (ii) pay at one and one-half (1-1/2) times his/her hourly rate of pay for all hours worked by him/her on the holiday;
- (c) Lieu days requested shall be granted at times which are mutually satisfactory to the Employer and the employee. The lieu day shall be taken during the calendar year in which it was earned but should this not be possible, it may be carried up to 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.

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

ARTICLE 15

SPECIAL LEAVE

Credits

15.01 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 she/he received pay for at least eighty (80) hours; or
- (b) two (2) hours for each calendar month in which she/he received pay for less than eighty (80) hours.

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

Marriage Leave

15.02 After the completion of one year's continuous employment in the Royal Canadian Mint, an employee who has the credits available and who gives the Employer at least ten (10) calendar days notice, shall be granted special leave with pay to the extent of her/his credits, but not more than forty (40) hours, for the purpose of getting married.

Bereavement Leave

15.03 For the purpose of this Clause and Clause 15.05, immediate family is defined as parents (including step-parents or foster parents), brother, sister, spouse (or common-law spouse resident with the employee) fiancé(e), child of the employee (including foster children or children or children of the common-law spouse) father-in-law, mother-in-law, employee's grandparents, spouse's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, and a relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) Where a member of his immediate family dies, an employee shall be entitled to bereavement leave for a period of up to four (4) consecutive days. In addition, he may be granted up to three (3) days special leave for the purpose of travel. Days of rest and designated paid holidays are excluded from the bereavement period;
- (b) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in (a);
- (c) If, during a period of paid vacation leave, an employee is bereaved in circumstances under which she/he would have been eligible for bereavement leave under paragraphs (a), (b) or (c) of this Clause, she/he shall be granted bereavement leave and her/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

- 15.04 (a) An employee shall be granted leave with pay up to a maximum of sixteen (16) hours for fixed shift employees and twenty-four (24) hours for rotating fixed shift employees for the birth of her/his child. Such leave may be granted on the day before, the day of, or the day after the birth of the child or on the day of admission to, or discharge from the hospital providing either or both of these events occur on a working day;
- (b) An employee shall be granted leave with pay up to a maximum of eight (8) hours for fixed shift employees and twelve (12) hours for rotating fixed shift employees for the adoption of a child. Such leave may be granted in two equal increments at the request of the employee.

Leave for Other Reasons

15.05 At the discretion of the Employer, special leave with pay may be granted when circumstances not directly attributable to the employee, prevent the employee from reporting for duty.

Application for special leave will be submitted through the usual channels. Unused hours will be carried forward to the next leave year automatically.

Family-related Leave

- 15.06 (a) For the purposes of this Clause, family is defined as spouse (or common-law spouse resident with the employee), children (including foster children or children of legal or common-law spouse), parents (including step-parents or foster parents), or any relative permanently residing in the employee's household.
- (b) The total leave with pay which may be granted under this Clause shall not exceed forty (40) hours (part of existing 200 hours) in a fiscal year.
- (c) Subject to clause 17.06(b), the Employer shall grant leave with pay under the following circumstances:
- (i) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
 - (ii) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
 - (iii) to provide for the immediate and temporary care of an elderly member of the employee's family;
 - (iv) to provide for the immediate or temporary care or make alternate care arrangements for children.

Application for Family-related leave will be submitted through a specific form.

ARTICLE 16

SICK LEAVE

Credits

16.01 An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which he/she receives pay for at least eighty (80) hours.

Granting of Sick Leave

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

- (a) he/she satisfied the Employer of this condition in such manner and at such time as may be determined by the Employer;
- (b) he/she has the necessary sick leave credits; and,
- (c) he/she applied by using the prescribed form for this leave on the date he/she returns to duty, unless he/she has reasonable grounds satisfactory to the Employer for not filing the prescribed form on the date of return to duty.

16.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that due to an illness or injury he/she was unable to perform his/her duties shall, when delivered to the Employer, be considered as meeting the requirements of Clause 16.02 (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 fifty-six (56) hours of sick leave (for fixed shifts) or eight-four (84) hours of sick leave (for rotating fixed shifts), wholly on the basis of statements signed by him/her;
- (c) There shall be no charge against an employee's sick leave credits if he/she has been on duty at least two (2) hours into the second half of his/her shift and is unable to continue to perform his/her duties because of an emergency illness;

- 16.04 When, during a leave year, an employee has been granted sick leave totaling fifty-six (56) hours (for fixed shifts) or eighty-four (84) hours (for rotating fixed shifts) 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.
- 16.05 (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/she shall retain any unused sick leave existing at the time of commencement of leave without pay;
- (b) Where an employee is laid off because of lack of work, and the employee is recalled, providing the lay-off does not extend beyond the applicable recall period as outlined in Article 36.13, he/she shall retain any unused sick leave existing at the time of lay-off.
- 16.06 A record of all unused sick leave credits shall be kept by the Employer.
- 16.07 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.
- 16.08 An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay or under suspension.
- 16.09 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/her sick leave credits for the period of concurrency.
- 16.10 When an employee, who works in a continuous operation, is granted sick leave with pay on a statutory holiday, his/her sick leave credits will be charged in accordance with article 16 (Sick Leave). The employee shall be granted leave credits in lieu, at straight time, equivalent to the number of sick leave hours granted on the holiday. The lieu hours requested shall be granted at a time that is mutually satisfactory to the Employer and the Employee.

Medical and Dental Appointments

- 16.11 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 will be carried to the next leave year automatically.

Medical Information

- 16.12 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 or Occupational Health Nurse and treated in accordance with the standards for privacy and confidentiality practiced by the medical profession.

ARTICLE 17

OTHER TYPES OF LEAVE

Court Leave

17.01 Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay or under suspension, who is required:

- (a) to serve on a jury; or
- (b) by subpoena or summons to attend as a witness in any proceeding held:
 - (i) in or under the authority of a court of justice or before a jury;
 - (ii) before a court, judge, justice, magistrate, or coroner;
 - (iii) before The Senate or House of Commons of Canada, or a committee of the Senate or the House of Commons, otherwise than in the performance of the duties of his position;
 - (iv) before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or,
 - (v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Injury-on-Duty Leave

17.02 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Mint where it is determined by Workers' Compensation Board that she/he is unable to perform her/his duties because of:

- (a) personal injury accidentally received in the performance of her/his duties, and not caused by the employee's willful misconduct;

- (b) sickness resulting from the nature of his employment; or
- (c) over-exposure to radioactivity or other hazardous conditions in the course of her/his employment, if the employee agrees to pay to the Employer any amount received by her/him for loss of income in settlement of any claim she/he may have in respect of such injury, sickness or exposure.

17.03 Maternity Leave Without Pay

- (a) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy.
- (b) Notwithstanding paragraph (a) :
 - (i) where the employee has not yet proceeded on maternity leave without pay and her new-born child is hospitalized,
or
 - (ii) where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her new-born child is hospitalized,

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

- (c) The Employer may require an employee to submit a medical certificate certifying pregnancy.
- (d) An employee who has not commenced maternity leave without pay may elect to :
 - (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 16, Sick Leave with Pay. For purposes of this subparagraph, the terms « illness » or « injury » used in Article 16 shall include medical disability related to pregnancy.

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

Maternity Allowance

- 17.04 (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* up to a maximum of 15 weeks, 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 17.04(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

- 17.05 (a) An employee who :
- (i) fails to satisfy the eligibility requirement specified in subparagraph 17.04(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the *Government Employees Compensation Act* prevents her from receiving Employment Insurance pregnancy benefits,

and,

- (ii) has satisfied all of the other eligibility criteria specified in paragraph 17.04(a), other than those specified in sections (A) and (B) of subparagraph 17.04(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 17.04 for a combined period of no more than 52 weeks.

Parental Leave Without Pay

- 17.06 (a) Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law spouse), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
- (b) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- (c) Notwithstanding paragraphs (a) and (b) :
- (i) where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
- or
- (ii) where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period

of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

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

Parental Allowance

- 17.07 (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 17.01 (a)(iii)(B), if applicable;

(C) should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the *Public Service Superannuation Act*, he or she will be indebted to the Employer for an amount determined as follows :

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

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

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

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

- (c) Parental Allowance payments made in accordance with the SUB Plan will consist of the following :
- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance parental benefits, ninety-three (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;
 - (ii) other than as provided in subparagraph (iii) below, for each week in respect of which the employee receives parental benefits pursuant to Section 23 of the *Employment Insurance Act* up to a maximum of 35 weeks, 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;
- (d) At the employee's request, the payment referred to in subparagraph 17.07 (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

17.08 (a) An employee who:

- (i) fails to satisfy the eligibility requirement specified in subparagraph 17.07(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or 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 17.07(a), other than those specified in sections (A) and (B) of subparagraph 17.07(a)(iii),

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

- (b) An employee shall be paid an allowance under this clause and under clause 17.07 for a combined period of no more than 52 weeks.

Other leave with or without pay

17.09 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.

17.10 Deferred Leave

- (A) Deferred leave means a period of authorized leave without pay of between six (6) and twelve (12) consecutive months duration where an employee has requested such leave in advance and at that time makes an arrangement to have a percentage of her/his salary deposited into a trust fund which will provide an income for the employee during the period of leave.
- (B) At the request of an employee, the salary for a four (4) year period shall be paid over five (5) years at the rate of eighty percent (80%) per year allowing one (1) year off in the five (5) year period during which the Employee would be paid at eighty (80%) level. Provision shall be made for varying percentages and time periods.
- (C) Subject to operational requirements and at no additional cost to the Employer, an employee may be granted a deferred leave in accordance with the following:
 - a) Application
 - i) an application for such leave shall be in writing;
 - ii) the reply shall be given to an employee not later than thirty (30) days after the date of the application being submitted. Such leave shall not be unreasonably withheld.
 - b) Funding for Deferred Leave
 - i) During the fiscal years(s) prior to the leave, the Employee will receive her/his current remuneration, less the amount which the Employee has specified in her/his 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 she/he 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 PSAC governing such matters.
- v) Deferred leave shall not be deemed to be an interruption in Continuous Employment and seniority, nor shall it affect the number of hours of accumulated sick leave or vacation leave, but it shall not count as experience for salary purposes.

d) Fringe Benefits

During a deferred leave, the responsibility for payment of premiums for fringe benefits for an Employee shall be as set forth in the Agreement then in force between the Employer and the PSAC 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.

17.11 **Leave with Income Averaging**

Upon request and with the concurrence of the employer, an employee shall be entitled to reduce the number of weeks she/he works in any twelve (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 twelve (12)

month period. Pension and other benefits will be calculated as if the employee was on paid leave.

17.12 Leave Without Pay for the Compassionate Care of Family Member

- a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.
- b) For the purpose of this Article, family will be defined as in the Employment Insurance Act.
- c) Subject to sub-clause (b), an employee shall be granted leave without pay for the compassionate care of family member in accordance with the following conditions:
 - (i) an employee shall notify the Employer in writing, as far in advance as possible, but not less than two (2) weeks of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - (ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within 26 weeks.
- d) Leave granted under this article shall be for a minimum period of one (1) week.

17.13 Compassionate Care Allowance

- (a) An employee who has been on Compassionate Care Leave without pay, shall be paid a compassionate care allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in clause (b), providing he or she:
 - (i) has completed six (6) months of continuous employment before the commencement of leave without pay,
 - (ii) provides the Employer with proof that he or she has applied for and is in receipt of compassionate care benefits of the Employment Insurance Act in respect of insurable employment with the Employer,
- (b) Compassionate Care Allowance payments made in accordance with the SUB Plan will consist of the following:

For each week in respect of which the employee receives Compassionate Care benefits, up to a maximum of 28 weeks, the difference between the gross weekly amount of the Employment Insurance Compassionate Care benefits he or she is eligible to receive and ninety-three percent (93%) of his or her weekly rate of pay less any other monies earned during this period which may result in a decrease in Employment Insurance benefits to which he or she would have been eligible if no extra monies had been earned during this period;

ARTICLE 18

SEVERANCE PAY

Lay-Off

- 18.01 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.
- 18.02 (a) In the case of an employee who is laid off for the first time, the amount of severance pay shall be two (2) weeks' pay for the first year and one (1) week's pay for each succeeding complete year of Continuous employment, less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.
- (b) If an employee is laid-off before having attained at least one (1) year of Continuous employment and is rehired and subsequently laid-off for a second time with at least one (1) year of Continuous employment, severance pay will be calculated on the basis of two (2) weeks for the first year of Continuous employment and one (1) week for each succeeding complete year of Continuous employment. Severance payments for subsequent lay-offs will be calculated in accordance with clause 18.03.
- 18.03 In the case of an employee who is laid off for a second or subsequent time, the amount of severance pay shall be one (1) week's pay for each completed year of Continuous employment, less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu thereof by the Employer.

Death

- 18.04 If an employee dies, there shall be paid to his/her estate an amount equal to the product obtained by multiplying his/her weekly rate of pay by the number of completed years of his Continuous employment, and in case of a partial year of Continuous employment, one (1) week's pay multiplied by the number of days of Continuous employment divided by 365, less any period in respect of

which he/she was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

18.05 Employees grandfathered for the purpose of voluntary severance entitlements for retirement and resignation, as identified by the Employer as of the date of ratification, are entitled to the following:

(a) Resignation

- (i) Subject to Clause 18.05(b) (retirement), an employee who has ten (10) or more years of Continuous employment is entitled to be paid on resignation from the Mint severance pay equal to the amount obtained by multiplying half (1/2) of his/her weekly rate of pay on resignation by the number of completed years of his/her Continuous employment less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer;
- (ii) 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 18.05(b) (retirement).

(b) Retirement

Upon retirement, 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/her weekly rate of pay on retirement by the number of completed years of his Continuous employment, and in the case of a partial year of Continuous employment, one (1) week's pay multiplied by the number of days of Continuous employment divided by 365, less any period in respect of which he/she was granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave by the Employer.

ARTICLE 19

HOURS OF WORK AND OVERTIME — GENERAL

19.01 Subject to the operational requirements of the Employer, the work shifts for Permanent Full-time Employees will normally be comprised of a fixed shift and a rotating shift. The Employer may, in its discretion, change these shift assignments or structures with 10 calendar days notice. Where practicable, Casual employees will receive 12 hours' notice of any change in shift assignments.

- 19.02 The Employees must be physically at their assigned post, in uniform and armed (as required) at the commencement of their shift.

**Fixed Shift
Hourly Employees**

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

**Rotating Fixed Shift
Hourly Employees**

- 19.04 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 normally be scheduled so that the average hours of work per week by an Employee, calculated over a two (2) week averaging period, are forty (40) to forty-two (42) hours per week.
- 19.05 Should the schedule result in employees working up to four (4) hours in excess of the eighty (80) hours over the two (2) week averaging period in respect of a rotating shift, these extended hours worked (up to four (4)) will be paid at the rate of 150%.

Meal and Breaks

- 19.06 (a) The Employer shall grant a one-half (1/2) hour paid meal period to Employees as close to the mid-point of the shift as possible.
- (b) Employees shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about the mid-point of the first half of the shift and they shall be entitled to a rest period with pay of fifteen (15) minutes duration commencing on or about the mid-point of the second half of the shift.
- (c) Employees working a 12-hour shift shall be granted a one-half (1/2) hour paid meal period as close to the mid-point of the shift as possible. They shall be entitled to three (3) rest periods with pay of fifteen (15) minutes duration each staggered as evenly as possible over the course of the shift schedule.
- (d) An Employee may absent himself from her/his work station during rest periods, but for each such rest period shall not be absent with pay from his work station for more than the allowed time. The time of commencement of such rest periods shall be determined by the Employer.

19.07 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.

Overtime

19.08 In this Article:

- (a) Overtime" means 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 19.03 (Hours of Work); or;
 - (ii) in excess of twelve (12) hours in a day or in excess of eighty-four (84) hours over the two week averaging period, for an Employee who works a rotating shift as described in Clause 19.04 (Hours of Work); or
 - (iii) on a Day of Rest;

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 14.01 (Holidays) 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.

19.09(a) An Employee shall be compensated at the rate of Time and One-Half (1-1/2) for all overtime hours worked, except that all hours worked in excess of twelve hours shall be compensated at double time.

- (b) An Employee shall be compensated for all overtime worked on her/his first day of rest at the rate of Time and One-Half (1-1/2).
- (c) An Employee shall be compensated for all overtime worked on her/his second Day of Rest, or any subsequent Day of Rest up to the commencement of his/her next scheduled shift, at double time.
- (d) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed her/his last regular shift.

- (e) When the first and second or subsequent day of rest are consecutive, second or subsequent day of rest is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.
- 19.10
- (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 Employer.
 - b) Subject to the operational requirements of the Mint, the Employer shall make every reasonable effort to allocate overtime on an equitable basis among readily available and qualified employees with the first priority given to employees in that position.
 - c) This clause is not intended, and shall not be interpreted, to restrict or limit in any way the ability of the Employer to use Casual Employees to avoid the need for Overtime hours of work.
 - d) Should the Employer neglect to offer overtime equitably, such that an Employee is denied an overtime opportunity that she/he would have received otherwise, then the Employer shall allow the Employee to work the hours missed at the appropriate overtime rate at the next overtime opportunity or at another mutually agreed overtime opportunity.

Compensatory Leave

- 19.11 At the employee's request, overtime hours worked may be converted to leave credits as compensatory leave. The duration of such leave shall be equivalent to the overtime worked multiplied by the applicable overtime rate. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. The compensatory 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.

ARTICLE 20

CALL-BACK PAY

- 20.01 When an employee is recalled to work for overtime which is not contiguous to his/her regular work shift, he/she is entitled to the greater of:
- (a) compensation at the applicable overtime rate; or

- (b) paid compensation equivalent to four (4) hours of pay at his/her Straight Time Rate, which shall be paid and not banked.

ARTICLE 21

TRAVELLING TIME

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

ARTICLE 22

REPORTING PAY

- 22.01 (a) If an Employee is directed to report for work and there is no work or insufficient work available, he/she shall be entitled to a minimum of four (4) hours of work or pay at his/her Straight Time Rate;
- (b) If an Employee is directed to report for work on a Day of Rest and there is no work or insufficient work available, he/she shall be entitled to a minimum of four (4) hours of work or pay at the applicable overtime rate.

ARTICLE 23

SHIFT PREMIUM

- 23.01 An employee working on shifts, of which half or more of the hours are regularly scheduled between 4:00 p.m. and 8:00 a.m., will receive a shift premium of one dollar and seventy cents (\$1.70) per hour for all hours worked.

ARTICLE 24

PAY

- 24.01 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.
- 24.02 Employees shall be paid every second week on Wednesday. Employees

shall be paid by direct deposit to their bank account.

Acting Pay

- 24.03 (a) When an Employee is required to perform the duties of a higher paid position than the one held by him/her, he/she shall be paid at the rate that provides for an increase in salary, which is at least the start rate for the level of that position from and including the first hour he/she is required to perform the duties of the higher position;
- (b) The Employer may at any time temporarily appoint an Employee to fill a higher position in an acting capacity. The Employer will endeavour to provide an opportunity to Employees who demonstrate an interest in filling acting appointments provided that they are readily available and non-probationary;

Pay on Promotion

- 24.04 When an employee has been promoted as a result of a promotional competition, he/she shall be paid at the rate that provides for an increase in salary within the applicable classification.

ARTICLE 25

PYRAMIDING

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

ARTICLE 26

SAFETY AND HEALTH

Preamble

- 26.01 The Employer shall ensure that the safety and health at work of every employee is protected.
- 26.02 The Employer and the Union agree to encourage the employees to work in a safe manner. The employees shall observe the safety and health rules and practices established by the Employer from time to time, as a measure of protection for themselves and others.

Joint Safety and Health Committee

- 26.03 The Employer and the PSAC 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

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

Special Examinations

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

Operating Procedures

- 26.06 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

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

Dangerous Circumstances

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

Employees Working Alone

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

ARTICLE 27

CONFLICT RESOLUTION PROCESS

- 27.01 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.
- 27.02 A Union Representative shall be afforded such time off with pay as may be required for attendance at meetings with Management pertaining to grievances and the administration of this Agreement.

Grievance Procedure

For the purpose of this clause, "Working Days" means Monday to Friday excluding Statutory Holidays.

- 27.03 An employee who believes that she/he has a grievance shall first discuss and attempt to settle it with the immediate supervisor, with or without a Union Representative, as the employee may elect.
- 27.04 An employee who feels that she/he has been treated unjustly or considers herself/himself aggrieved is entitled to present a grievance in the manner prescribed, except that where the grievance relates to the interpretation or application of this collective agreement or an arbitral award, she/he is not entitled to present the grievance unless she/he has the approval of and is represented by the Alliance.
- 27.05 **Step No. 1**
Subject to Clause 27.04, an employee is granted the right to present a grievance in writing at the first step of the grievance procedure at any time within twenty (20) working days from the date on which she/he was informed (or otherwise became aware) of the decision, situation, or circumstance that is the subject of her/his grievance. She/he will be represented by a member of the local executive and/or steward.
- (a) An employee will present her/his grievance to the immediate supervisor or delegate;
 - (b) Grievances not resolved at step one within a period of ten (10) working days may be referred to step two;
 - (c) The decision of the Employer at Step No. 1 will be given in writing.
- 27.06 **Step No. 2**
An employee is granted the right to present a grievance at the second step of the grievance procedure provided that it is presented within a maximum period of ten (10) working days from the date she/he received a decision at the previous step, or if no decision was received, within fifteen (15) working days from the day she/he presented a grievance at step one. This step in the grievance procedure will be handled by the President of the Mint or her/his delegate. The grievance will normally be heard at step two within fifteen (15) days after its presentation. A written decision shall be rendered within fifteen (15) working days after the date of the hearing.
- 27.07 **Mediation**
The parties may jointly apply at any point during the conflict resolution process to the Minister of Labour for the appointment of a grievance mediator.

27.08 Manner of Presentation of a Grievance

A grievance presented at any step in the grievance procedure should be set out in writing on the prescribed form in accordance with the instructions contained on the form and handed to the immediate Management supervisor or her/his replacement. The representative of Management who receives the grievance must sign the form as indicated in the instructions.

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

27.10 An employee may, by written notice to the immediate supervisor of her/his area, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of the collective agreement, her/his withdrawal has the endorsement in writing of the Alliance.

27.11 The Employer may file a grievance with respect to any matter related to the application, interpretation or alleged violation of the collective agreement.

27.12 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate the Alliance representative.

27.13 A grievance by an employee shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

27.14 Grievances relating to disciplinary action, discharge, promotion, demotion or lay-offs and recall in connection with the decrease or increase of the working force must be filed within twenty (20) working days from the date of the alleged incident.

27.15 Grievance procedure timelines are mandatory, and failure to process or advance a grievance within these timelines will result in the grievance being deemed abandoned.

Arbitration

27.16 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 arbitrable 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 twenty (20) days of the receipt of the reply at the second step, of its desire to submit the difference or allegation to arbitration. Failure to do so will result in the grievance being deemed abandoned. 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 ten

(10) days. Where either party wishes to refer the matter to an arbitration board, that party shall notify the other party within fifteen (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 chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party.

- 27.17 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 chairperson governs.
- 27.18 The Board shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages, provided however that the Board may nevertheless determine whether an employee has been dismissed or suspended for other than proper cause. In which case, the Board may direct the Employer to reinstate the employee and pay to the employee a sum equal to his wages lost by reason of his dismissal or suspension.
- 27.19 The Employer and the Alliance shall each pay one-half (1/2) of the remuneration and expenses of the Chairperson of the Board and each party shall bear its own expenses of every such arbitration, including the cost of its appointee.
- 27.20 When a party has failed to comply with any of the terms of the decision of the Board of Arbitration, either party or employee affected by the decision may, after the expiration of fourteen (14) days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of the Registrar of the Federal Court of Canada a copy of the decision, exclusive of the reasons therefore, 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.

ARTICLE 28

CLASSIFICATION CONFLICT RESOLUTION PROCESS

28.01 Step No. 1

An employee who is dissatisfied with the classification decision applicable to his/her substantive position may submit a written grievance requesting reconsideration of this decision. The grievance shall specify the reasons for dissatisfaction and be submitted directly to the attention of the HR department. This request shall be made no later than fifteen (15) working days after the date of the receipt of the official employee classification decision.

28.02 The HR department shall review the concerns with the employee's manager and the employee and provide a response in writing to the employee within fifteen (15) working days. The employee is entitled to union representation.

28.03 Time limits may be extended by mutual agreement of the parties; such agreement shall be in writing and not be unreasonably withheld

28.04 Where the same position description applies to more than one position, one written request may be submitted to the attention of the HR department no later than fifteen (15) working days after the date of the receipt of the official employee classification decision.

28.05 Where the Union files a grievance on the classification decision of a newly created position, the process and timeframes described above shall apply.

28.06 Step No. 2 – Classification Arbitration

Where the Union is unsatisfied with the response provided to the employee under clause 28.02 above, it may refer the grievance to arbitration within twenty-five (25) working days of the receipt of the response by the employee. Such referral shall be in writing.

28.07 The Arbitrator mutually agreed to by the parties shall have expertise in job evaluation.

28.08 The Arbitrator shall be responsible for determining the proper classification level of the position, in accordance with the Job Evaluation Plan and shall have no jurisdiction to review, amend, or otherwise modify the job factors and degrees of the Job Evaluation Plan.

28.09 In addition to the position description documentation, evidence as to the duties actually performed and that have been assigned, shall be considered relevant and admissible evidence.

28.10 If a Union representative requires leave, it shall be provided pursuant to the collective agreement.

28.11 The RCM and the Union shall share the fees and expenses of the Arbitrator.

28.12 The Alliance may withdraw a classification grievance at any time.

ARTICLE 29

STRIKES AND LOCKOUTS

29.01 There shall be no lockout by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slowdown or any other interference with Mint operations by an employee or the union during the term of this Agreement.

29.02 Any employee who participates in any interruption or impeding of work, work stoppage, strike, sit-down, slowdown or any other interference with Mint operations may be disciplined or discharged by the Employer.

ARTICLE 30

WORK CLOTHING, SAFETY SHOES, AND EYE PROTECTION

Work Clothing

30.01 The Employer shall provide adequate work clothing for all employees where necessary and replace such clothing as required. The Employer shall arrange for the laundering of said clothing.

30.02 Female employees required to perform work in metal-free areas shall receive an annual allowance of one-hundred seventy dollars (\$170) for the purchase of metal-free brassieres.

Safety Footwear

30.03 The Employer shall reimburse a maximum of three hundred dollars (\$300) annually to Permanent Full-time Employees that are required to wear safety footwear upon presentation of supporting receipt. Such reimbursement for Casual employees is subject to Employer approval.

Eye Protection

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

Personal Protective Equipment

- 30.05 The Employer shall provide personal protective equipment for all employees where necessary.
- 30.06 All personal protective equipment will remain the property of the Royal Canadian Mint.
- 30.07 Personal protective equipment described in this Article shall be worn by employees at all times in those areas designated as mandatory safety equipment areas.

ARTICLE 31

SUPERANNUATION

- 31.01 Permanent employees shall participate in the Public Service Pension Plan in accordance with the Public Service Superannuation Act.

ARTICLE 32

EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

- 32.01 When, as a result of a formal review of an employee's performance, a written document is placed on his file, the employee concerned shall be given an opportunity to sign the review form in question to indicate that its contents have been read and explained.
- 32.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.
- 32.03 The Employer shall ensure that the personal file of every employee is kept confidential.
- 32.04 The Employer shall not disclose personal information (e.g. salary, marital status, number of children, etc.) concerning an employee to creditors, banks, credit bureau, etc. without prior consent of the employee concerned.

- 32.05 Upon written request of an employee, the personnel file of that employee shall be made available once per year for his examination in the presence of the local Personnel Officer.
- 32.06 The Employer shall perform a yearly performance evaluation for all employees in the bargaining unit. Each employee shall be afforded the opportunity to review this evaluation with his immediate supervisor and to agree or disagree and so indicate. A copy of the employee performance evaluation shall be given to the employee within a reasonable time.

ARTICLE 33

PROBATIONARY PERIOD

- 33.01 A new Employee shall not have any seniority. A Permanent Full-Time employee shall be considered as a probationary Employee for a period of nine (9) months from their most recent date of hire. A Casual employee shall be considered as a probationary Employee for a period of twelve (12) months or 1560 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.
- 33.02 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 33.05.
- 33.03 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.
- 33.04 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 33.01.
- 33.05 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 45 of this Agreement or discrimination for Union activity.

ARTICLE 34

SERVICE

- 34.01 For the purpose of this Article and subject to Article 33 (Probationary Period) of this Agreement:
- (a) "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) "Bargaining Unit Seniority" shall be defined to mean the length of Continuous Employment, as specified in subparagraph 2.01(d), since their most recent date of hire, within the bargaining unit; and
 - (c) "Classification Seniority" shall be defined to mean the length of Continuous Employment, as specified in subparagraph 2.01(d), since the most recent date of hire in a particular classification within this Agreement.

Loss of Service/Seniority

- 34.02 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 34.13;
 - (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 unless he/she provides reasons satisfactory to the Employer for his failure to notify his/her 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) absents himself/herself from duty, due to inability to work, for a period greater than twenty-four (24) months, subject to any duty to accommodate

- (g) fails to return to work at the termination of a Leave of Absence without procuring an extension of such Leave of Absence; or
- (h) retires.

34.03 Authorized leave of absence, except discretionary leave without pay at the employee's request, does not affect length of service.

Seniority Lists

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

Filling of Vacancies

- 34.05 (a) The Employer shall post on the bulletin board for a period of ten (10) calendar days, all vacant and newly created permanent 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) working 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 and may be extended for an additional six (6) month period with the agreement of the local;
- (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.

34.06 (a) In filling the vacant and newly created positions in accordance with the provisions of Clause 36.05, the Employer shall evaluate the applicants according to the following three determining factors:

- * skills;
- * ability;
- * knowledge;

in subject areas that will include the Employer's standard operating procedures and Health and Safety.

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

34.07 An Employee who was an unsuccessful applicant for that position shall have the right to grieve the Employer's decision in his case.

34.08 In the case of any grievance under the provisions of Clause 34.07, it is agreed that, notwithstanding the provisions of Clause 27.05, any grievor shall file his/her grievance within seven (7) working days from the date he/she was informed in writing by the Employer that he/she has been an unsuccessful candidate, and that such grievance shall be presented in writing at the final step of the grievance procedure.

34.09 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.

Trial Period

34.10 Every employee who has been promoted as a result of a promotional competition will undergo a trial period of seven hundred and twenty (720) worked hours during which the Employer may assess his/her capability to perform the duties of the higher position. In the event that the Employer decides that the employee is not suitable for the position, he/she will be reverted to a position at a salary not less than the one he/she occupied before promotion. An employee who has been rejected during his/her trial period following a promotion shall have the right to grieve the rejection. For greater

clarity, a change in status from Casual to Permanent Full Time is considered a promotion.

- 34.11 Employees who have been promoted or changed jobs, during their Probationary Period, will be required to serve a period equivalent to the greater of seven hundred and twenty hours (720) Worked Hours (excluding overtime) or the number of days remaining in their Probationary Period at the time of promotion or change of jobs. The Probationary Period shall be applied only once during the Service of an Employee. For greater clarity, a change in status from Casual to Permanent Full Time is considered a promotion.

Lay-Off

- 34.12 (a) Should it become necessary to reduce the number of Employees in the bargaining unit, the Employee with the least Classification 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) For the purpose of clause 34.12 of the Collective Agreement, in the event that a Permanent Full-Time Employee is laid-off under paragraph 34.12(a) of the Collective Agreement, she/he shall have the following options:
- i) to accept the layoff; or
 - ii) to displace a Permanent Full-time Employee with less Bargaining Unit Seniority within a lower classification provided she/he has the necessary qualifications, skill and ability to discharge the work performed; or

For the purpose of this clause, the Employee's classification seniority once she/he has displaced an Employee in the lower classification shall be her/his Bargaining Unit Seniority.

Recall

- 34.13 (a) When an Employee, other than a probationary Employee, has been laid off she/he shall be entitled to be recalled to the position in which she/he was working at the time of her/his layoff in inverse order of the layoff procedure, subject to the requirements set out in Clause 34.12. An Employee, other than a probationary Employee, who is laid off shall have recall rights for a period of twenty-four (24) months from the date of his layoff.
- (b) During the recall period, and for the purposes of filling vacancies as described in article 34.05 (Filling of Vacancies), laid-off Employees will

be eligible to compete for positions other than those in paragraph (a) 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), her/his Seniority shall be counted by including her/his Seniority prior to such layoff. This in no manner refers to the Employee's pensionable service.

ARTICLE 35

PERMANENT APPOINTMENT AND TEMPORARY ASSIGNMENT OUTSIDE BARGAINING UNIT

- 35.01
- (a) An Employee who has been offered permanent appointment, at the Royal Canadian Mint, in a position outside the Bargaining Unit, will have her/his unionized position protected for a period of up to sixty-five (65) days worked, during which the Employer may return him or her to the position he or she occupied before this promotion.
 - (b) An Employee who has been offered a temporary assignment, at the Royal Canadian Mint, in a position outside the Bargaining Unit, will have her/his unionized position protected for the duration of said temporary assignment up to a maximum of 12 months. Any extension beyond 12 months requires local union approval.
 - (c) The unionized position referred to in (b) may be filled on a temporary basis.

Upon commencement of a temporary assignment outside of the Bargaining Unit but within the Mint, an employee shall stop accumulating seniority while still preserving seniority accrued up to the start date. Upon returning to a unionized position at the end of the temporary assignment, the employee shall be credited with seniority retroactive to the start date, in addition to her or his seniority prior to the assignment.

ARTICLE 36

DISCIPLINE

- 36.01 In order of severity, the types of disciplinary action shall be:
- counseling;
 - oral reprimand;
 - written reprimand;
 - suspension;
 - dismissal.
- 36.02 Except in the case of counseling or an oral reprimand, the Employer shall provide an employee with a written record of any disciplinary action taken against him/her, and such written record shall include the reason for the disciplinary action. A copy of such written record shall be forwarded under confidential cover to the Local Executive.
- 36.03 Any record of an infraction recorded in an employee's file or elsewhere shall be destroyed after a lapse of two (2) years following the date discipline action is applied, unless the employee has had another disciplinary action imposed during that period for a similar infraction.
- 36.04 The Employer will notify the Local Executive of any immediate discharge of an employee in writing, together with the reasons therefore, within forty-eight (48) hours.

ARTICLE 37

HEALTH AND INSURANCE BENEFITS

- 37.01 The optional life insurance program available to and paid for by Permanent Full-time Employees who were actively employed on or before ratification of this agreement 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.
- 37.02 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.
- 37.03 The Disability Insurance Plan as established by Treasury Board and amended from time to time and in effect at the Royal Canadian Mint for unionized employees will be in effect during the life of this Agreement.

- 37.04 The Employer agrees to pay a portion of the Disability Insurance Plan premiums as established by the National Joint Council.
- 37.05 The Employer agrees to provide a Dental Plan for the duration of this Agreement with all premiums to be paid by the Royal Canadian Mint. The Mint agrees that benefits under the Dental Plan shall be equivalent to the most recent fee guide published by the Manitoba Dental Association for general practitioners in Manitoba.
- 37.06 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.
- 37.07 The Employer agrees to upgrade the current Vision Care Plan in force for the duration of this Agreement so that the Employee receive a reimbursement of 100% of the first \$275, for eyeglasses and contact lenses necessary for the correction of vision, every two calendar years, upon provision of necessary documentation.

ARTICLE 38

STATEMENT OF DUTIES

- 38.01 The Employer shall, when requested to do so by the employee, provide within ten (10) working days of that request the employee with a statement of duties and an accurate job description of his position. Moreover, the Employer, shall provide the point rating allotted by factor to his position and, where available, the rationale.
- 38.02 When an employee is first engaged or when an employee is reassigned to another position in the bargaining unit, the Employer shall, if requested to do so by the employee, before the employee is assigned to that position, provide the employee with the information identified in clause 40.01.

ARTICLE 39

LUNCH ROOM

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

ARTICLE 40

RE-OPENER CLAUSE

40.01 This Agreement may be amended by mutual written consent.

ARTICLE 41

CLASSIFICATION

- 41.01 (a) Each new position in the bargaining unit will be classified in accordance with the current 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) A classification decision is required when the Mint creates a new position or when a significant change in the position description of an existing position is implemented.
- (c) An employee may be asked to work temporarily out of his/her position in special circumstances.

ARTICLE 42

HARASSMENT AND DISCRIMINATION AT THE WORKPLACE

42.01 The parties to this Agreement recognize that all employees should be treated fairly at the workplace without harassment or discrimination. Any behavior which denies the dignity and respect of an individual is unacceptable and will not be tolerated by the Employer. The Employer shall take all appropriate measures to address inappropriate behavior which is brought to its attention.

ARTICLE 43

TECHNOLOGICAL CHANGE

43.01 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.

ARTICLE 44

DURATION AND RENEWAL

- 44.01 The duration of this collective Agreement shall be from January 1, 2014 to December 31, 2017. Other than the base pay increases that are retroactive to January 1, 2014 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, 2017 or within ninety (90) days prior to the anniversary date in any subsequent year.
- 44.02 Notwithstanding the preceding, this collective agreement including the provisions for the resolution of conflicts in Article 27 shall remain in effect during the negotiations for its renewal and until a new agreement becomes effective.

In witness whereof, the parties have signed in Ottawa and Winnipeg, on the _____ day of February 2017.

ROYAL CANADIAN MINT



Sandra Hanington
President and CEO



Michel Boucher
Vice-President, Human Resources



Guy Pilon
Chief Security Officer



James McIsaac
Senior Manager, Protective Services
Winnipeg



Patrick Robinson
Senior Manager, Labour Relations



Lisa Gasper
Senior Manager, Human Resources
Winnipeg

**PUBLIC SERVICE ALLIANCE
OF CANADA**



Marianne Hladun
Regional Executive Vice-President,
Prairies



Clint Wirth
Representative PSAC



Donna Lackie
National President
Government Services Union



Tom Milne
Negotiator PSAC



Ken Staub
Local 50058



Shaun Boyce
Local 50058



Shawn Hunter
Local 50058

**APPENDIX A
SCHEDULE OF RATES**

A) On-Scale Wage Increases:

January 1, 2014 Wages to be increased by 1.75%
 January 1, 2015 Wages to be increased by 1.75%
 January 1, 2016 Wages to be increased by 1.50% + adjustment*
 January 1, 2017 Wages to be increased by 1.25%

**No adjustment for Security Analyst*

*** 2013 rates provided for reference only.*

Security Analyst

Hourly Employees (40 hour work week)

	Start Rate	1 st Year	2 nd Year	3 rd Year
2014	33.20	34.66	35.39	36.48
2015	33.78	35.27	36.01	37.12
2016	34.29	35.80	36.55	37.68
2017	34.72	36.25	37.01	38.15

Lead Protective Services Officer

Hourly Employees

	Start Rate	1 st Year	2 nd Year	3 rd Year
2013**	27.17	28.26	29.11	29.88
2014	27.66	28.75	29.62	30.40
2015	28.14	29.25	30.14	30.93
2016	28.77	29.92	30.82	31.63
2017	29.13	30.29	31.21	32.03

Protective Services Officer, Full Time

Hourly Employees

	Start Rate	1 st Year	2 nd Year	3 rd Year
2013**	22.76	24.10	25.44	27.06
2014	23.17	24.53	25.90	27.54
2015	23.58	24.96	26.35	28.02
2016	24.45	25.89	27.33	28.77
2017	24.76	26.21	27.67	29.13

**Protective Services Officer, Casual
Hourly Employees**

	Start Rate	2080 Hours Worked	4160 Hours Worked	6240 Hours Worked
2013**	18.84	20.12	20.93	21.41
2014	19.17	20.47	21.30	21.78
2015	19.51	20.83	21.67	22.16
2016	20.25	21.62	22.49	22.99
2017	20.50	21.89	22.77	23.28

B) Bonus structure:

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

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

Profitability = 2% of straight time regular earnings

Pro-ratio from 85% to 100%

Customer Satisfaction = 1% of straight time regular earnings

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

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

Quality Expectations - 0.5% [0.125% for each]

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

People = 1% of straight time regular earnings

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

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

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

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

If income before income tax is:

- 115% to 119% of Corporate Plan target = additional 2% of straight time regular earnings
- 120% to 124% of Corporate Plan target = additional 3% of straight time regular earnings
- 125% and above of Corporate Plan target = additional **6%** of straight time regular earnings

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

Eligibility:

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

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

b) employed by the Mint on December 30th of each calendar year.

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

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

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

Students and Coop students are not eligible for a bonus.

APPENDIX B

Letter of Understanding

BETWEEN
THE PUBLIC SERVICE ALLIANCE OF CANADA ("Union")
AND
THE ROYAL CANADIAN MINT ("Employer")

Collectively the "Parties"

WHEREAS the parties wish to agree on a transition for Protective Services Officers, Lead Protective Services Officers and the Security Analyst who are in the employ of the Employer on the day of ratification of the first collective agreement between the parties ("Incumbents") with regards to their vacation entitlement;

WHEREAS the vacation accrual rates differ between union and non-union employees;

1. Notwithstanding the provisions of Article 13 (Vacation Leave) of the parties' collective agreement, all members of the bargaining unit who were employed as full-time permanent employees on the date of ratification of the collective agreement shall have their next vacation leave entitlement progression step grandfathered. For greater certainty, this means that affected employees will be entitled to an increase in their vacation leave allowance upon reaching the next progression step at which they would have been entitled to an increased vacation leave allowance under the vacation plan which applied to them immediately prior to the effective date of the collective agreement. Accordingly:
 - Affected employees with less than five (5) years of Continuous employment will be entitled to vacation leave of one hundred and sixty (160) hours annually upon reaching five (5) years of continuous employment; and
 - Affected employees with more than five (5) years, but less than fifteen (15) years, of Continuous employment will be entitled to vacation leave of two-hundred (200) hours annually upon reaching fifteen (15) years of continuous employment.
2. Once an employee has received an increase in vacation leave entitlement pursuant to this Letter of Understanding, then her or his next increase in vacation leave allowance will be in accordance with the vacation leave entitlement progression steps contained in Article 13 (Vacation Leave) of the collective agreement.

3. For individuals hired as permanent full-time employees after the date of ratification of the collective agreement, vacation leave entitlement shall be in accordance with Article 13 (Vacation Leave) of the collective agreement.

4. The Incumbents who are currently enrolled in the purchase of an additional week of vacation will be permitted to continue their enrolment until December 31, 2017. The purchase program as well as the deductions will cease on December 31, 2017.