File: 2112-935-3

September 1, 2023

TO: ALL PSAC MEMBERS AT THE ROYAL CANADIAN MINT

RE: RATIFICATION OF TENTATIVE AGREEMENT

A tentative agreement was finalized on July 20, 2023 on behalf of the PSAC members at the Royal Canadian Mint. The tentative agreement if ratified by the membership will have an expiry date of December 31, 2025.

Unless otherwise specified, the proposed changes would become effective upon ratification. Current collective agreement articles or clauses not listed here would be renewed without change.

ECONOMIC INCREASES

The tentative agreement provides 4 (four) years of economic increases as follows:

Effective January 1, 2022 – 4.75% across all pay bands

Effective January 1, 2023 – 3.5% across all pay bands

Effective January 1, 2024 – 2.25% across all pay bands

Effective January 1, 2025 – 1.5% across all pay bands

OTHER HIGHLIGHTS

Effective upon Ratification

- One-time non-pensionable lump sum payment of \$2500.00.
- Shift premiums increased from \$2.00 to \$2.25 per hour.
- Increase in vacation carryover from 5 to 7 days.
- Union consultation required prior to changes in Remote Work Policy.
- Clarified language regarding term employees.

The remainder of the ratification kit provides a complete listing of all the substantive changes to the collective agreement as a result of the tentative agreement. Current collective agreement articles or clauses not listed would be renewed without change.

Your Bargaining Team comprising of:

Joel Kowerko Chris Hobbs Andrew Greenaway John Hickey Jr. Tom Milne, PSAC Negotiator

unanimously recommends the <u>acceptance</u> of the tentative agreement.

If a majority of those voting ratify this tentative agreement, then your bargaining team will sign a new collective agreement with the Royal Canadian Mint. If a majority of those voting reject this tentative agreement, we will proceed to conciliation and strike mobilization.

In Solidarity,

Marianne Hladun

PSAC Regional Executive Vice-President - Prairies

cc. Bruce Roy, President GSU

Vadur

Brianne Goertzen, Political Action and Communication Officer, Prairies

Chelsea Flook, Political Action and Communication Officer, NCR

Negotiations Section

Dan Fisher, A/Director, Representation and Legal Services Branch

Lisa Garnier, Regional Coordinator Prairies

Verda Cook, Regional Coordinator NCR

Clint Wirth, Regional Representative

Mundadi Diabe, Regional Representative

Reine Zamat, Supervisor, Membership Administration

Megan Whitworth, Administrative Assistant, Membership Administration

ROB National Mobilization

Chantal Wilson, Member Information Officer

Louise Casselman, Social Justice Fund Officer

Laura Avalos, Social Justice Fund Advisor

OTHER CHANGES

Article 8 – Union Representatives

8.02 It is recognized that the above total does not include the President, the two (2) Vice-Presidents, the Secretary, the Treasurer, two (2) directors, the Employment Equity Coordinator, and the Chief Shop Steward of the locals as defined in 2.01 (n), and the Government Services Union Regional Vice President for the Mint.

Article 15 - Leave - General

15.05

The leaves provided for in articles 18, 19 and 20 constitute more favourable benefits to eligible employees than the leaves provided for under the *Canada Labour Code*, and therefore supersede and are in lieu of any statutory leaves to which employees would otherwise be entitled. Employees are not entitled to leave both under the collective agreement and the *Canada Labour Code* in respect of the same period of leave.

Article 16 – Vacation Leave

16.05 Employees shall take all of their vacation leave during the leave year in which it is earned and where, in any vacation year, all of the vacation leave credited to an employee has not been used, the unused portion of his vacation leave, to a maximum of 5 (five) 7 (seven) days, shall be carried over into the following vacation year. All vacation leave credits in excess of 5 7 (seven) shall be automatically paid in cash at his daily rate of pay, as calculated from the classification of his substantive position on the last day of the vacation year. The payment will be made within 60 days of the end of the vacation year.

Article 17 – Designated Paid Holidays

Add The National Day for Truth and Reconciliation.

Article 18 - Special Leave

18.03

Employees not entitled to special leave pursuant to article 18.01 shall be granted any leave to which they are entitled under the *Canada Labour Code*, including personal leave. This applies, in particular, to:

- a) Term employees who are not permanent employees of the Mint appointed to a term position of less than 6 months, under Appendix C;
- b) <u>Temporary employees in Shipping and Packaging in the Ottawa Plant, under Appendix F;</u>
- c) <u>Part-time Employees in the Customer Service Centre, Tours and Boutique in Ottawa and Winnipeg, under Appendix G; and</u>
- d) Students employed under article 48.

Article 20 – Other Types of Leave

20.18 Leave without pay for Traditional Indigenous Practices

Indigenous employees with at least three (3) consecutive months of continuous employment are entitled to up to five (5) days of unpaid leave each calendar year to participate in hunting, fishing, harvesting and any practice prescribed by regulation. The leave of absence may be taken in one or more periods but not less than one day's duration.

Article 22 – Hours of Work and Overtime – General

Compensatory Leave

22.18 At the employee's request, overtime hours worked may be converted to annual leave credits as compensatory leave. The duration of such leave shall be equivalent to the overtime worked multiplied by the applicable overtime rate. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer. The compensatory annual—leave earned shall be taken during the calendar year in which it was earned but should this not be possible, it will 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 27 – Standby

27.01 This Article applies to all employees in technical services who are not subject to the grandfather protection as described in clause 2.01(i) and the Information Technology department. It may also be applied on a volunteer basis to other employees with specialized knowledge or expertise, including employees in Engineering, Stores and Senior Operators. Grand-fathered employees may chose to opt into being available for standby, in which case they shall waive grandfathering protection for the purposes of this article.

Article 30 – Shift Premium

- 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 two dollars and twenty-five cents (\$2.2500) per hour for all hours worked. Shift premium will also be paid for regular hours worked prior to 6:00 a.m. or after 6:00 p.m., in which case employees working the shift would receive the premium for all hours worked after 6:00pm up to 8:00am.
 - (b) Employees who works overtime during the hours outlined in (a) above will be paid in addition to their overtime remuneration a shift premium of two dollars and twenty-five cents (\$2.2500) per hour.

Article 31 – Pay

31.05 (c) The Employer may at any time temporarily appoint an employee to fill a higher position in an acting capacity. The Employer will endeavor to provide an opportunity to those employees who demonstrate an interest in filling acting appointments. If the higher position is vacant and has been occupied in an acting capacity for a period of three six (36) months, a promotional competition will be held within the next thirty (30) calendar days to fill it on a permanent basis;

Article 40 – Discipline

40.01 If an employee files a grievance, in accordance with Article 33, the Employer will postpone disciplinary action until the grievance is resolved except when the President Employer has determined that there has been a theft, breach of trust or serious misconduct.

Article 43 – Job Security

- 43.12 (a) Employees subject to lay-off will be notified fourteen (14) days in advance of their lay-off date or, at the Employer's choice, will be paid two (2) weeks basic wages in lieu of notice. The Employer will provide to employees subject to lay-off:
 - (i) notice in writing of layoff;
 - (ii) wages in lieu of notice, at the employees' regular rate of wages for their regular hours of work; or
 - (iii) any combination of notice and amounts of wages in lieu of notice,

in accordance with the minimum requirements of the Canada Labour Code.

The Employer will give notice to the Locals, as required by the Canada Labour Code, of any notice, wages in lieu of notice or any combination of notice and amounts of wages in lieu of notice provided to employees in accordance with this clause.

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

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

Article 48 – Students

48.02 Notwithstanding 48.01, the Employer may have up to <u>ten</u> <u>four</u> (<u>10</u>) students on staff year-round in its Ottawa Head Office location. More specifically up to <u>four</u> two (<u>24</u>) in Boutique and Tours Ottawa, <u>three (3)</u> in Boutique and Tours Winnipeg and up to two three (<u>23</u>) in either Procurement, Finance or I.T.

Leave Sheets

The Royal Canadian Mint hereby commits to maintain for life of this Collective Agreement the current form and content of leave sheets.

Remote Work

The Mint will engage in meaningful consultation with the union before making any substantive changes to the *Royal Canadian Mint Hybrid Work Arrangement Guidelines*, last revised on November 10, 2022, during the term of the current collective agreement.

APPENDIX A – SCHEDULES OF RATES

January 1, $\underline{2022}$ Wages to be increased by $\underline{4.75\%}$ January 1, $\underline{2023}$ Wages to be increased by $\underline{3.5\%}$ January 1, $\underline{2024}$ Wages to be increased by $\underline{2.25\%}$ January 1, $\underline{2025}$ Wages to be increased by $\underline{1.5\%}$

One-time signing bonus (non-pensionable): \$2,500

All employees in the bargaining unit on the date of ratification, except Students and Coop Students, are eligible to receive the lump sum.

Bonus Structure:

Bonus effective for 2023 exclusively

(modification of H&S component)

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%

<u>Customer Satisfaction = 1% of straight time regular earnings</u>

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

of Health & Safety reports Spot, Stop, Evaluate, Act & Share e-learning Training Program: 0.75%

Quarterly target reached for # of reports (near miss, hazards and first aids) submitted corporate-wide Successful completion within 2023 of the e-learning training program by at least 85% of employees: (Quarterly = 0.1875)

Annual rate of employee participation in Health & Safety reporting: 0.25%

* 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

(no changes in eligibility criteria)

Revised Bonus Structure effective 2024 & 2025

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

Trigger for Bonus: Income before income tax must be 85% 75% of Corporate Plan Target

Profitability Financial Indicator= 2% of straight time regular earnings

Pro-ratio from 85% to 100%

Precious Metals Performance CM = 1%

Circulation Performance CM = 1%

Customer Satisfaction Trusted Brand Indicator = 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

Net Promoter Score (B2C) = 0.25%

Customer Experience (B2B) = 0.25%

CSR/ESG = 0.50%

<u>People Indicator = 1% of straight time regular earnings</u>

of Health & Safety reports Spot, Stop, Evaluate, Act & Share e learning Training Program: 0.75%

Quarterly target reached for # of reports (near miss, hazards and first aids) submitted corporate wide Successful completion within 2023 of the e-learning training program by at least 85% of employees: (Quarterly = 0.1875)

Health & Safety

% of employees working at the facilities have reported hazards and % of employees have completed a Health, Safety and Environment learning initiative Potential payout: 0.5%

Diversity and Inclusion

% of employees have completed a DEI learning initiative and % of employees who completed the post DEI learning survey

Potential payout: 0.5%

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

<u>Stretch Bonus = up to 6% of straight time regular earnings</u>

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

(no changes in eligibility criteria)

APPENDIX C

- 1. This Letter of Understanding will cover employees and positions which are affected as a result of the following:
 - a) an employee being granted an authorized leave of absence for the purposes of deferred leave, leave with income averaging, maternity leave, parental leave and education leave;
 - b) an employee on sick leave, compassionate care leave or injury on duty leave for a period of 3-months or more;
 - b) an employee on a training assignment greater than three weeks;
 - an employee on modified duties for a specific period based on a return to work plan;
 - d) a temporary backlog for a specific project with a specific deadline.
 - e) An employee appointed to backfill a Term appointed under this Appendix
 - f) A requirement in the Plating or Production areas (Wpg), or Ottawa (Production, Refinery or Engraving and die Production) to address temporary cyclical operational requirements needs.
- <u>2.</u> For the purposes of this Appendix, a "replacement term" is defined as a term appointment to replace an incumbent who is temporarily absent from their position.
- 3. The Mint will obtain agreement in writing from the Union who will consult with the Alliance, prior to creating a term position that is not a replacement term and which exceeds twelve (12) consecutive months under this Appendix. With the approval of the union, the term may be extended up to an additional twelve (12) months. when electing to fill a vacancy as a result of the following:

Should the term exceed twenty-four (24) consecutive months, the Mint will post the position on a permanent basis, in accordance with article 39.06 of the Collective Agreement.

- a) for a temporary backlog for a specified project with a specific deadline
- b) for a term in the Plating area (Wpg) which exceeds 12 consecutive months.
- c) for a term in the Production area (Wpg) or Ottawa (Production, Refinery or Engraving and Die Production) which exceeds 6 consecutive months
- 4. The Mint will not use successive term appointments to avoid the creation of permanent positions nor circumvent the requirement to obtain agreement from the union in accordance with paragraph 2 of this Appendix. The number of term positions, other than replacement terms, will not at any given time exceed 6% of the total active workforce in the bargaining unit in each respective Region (referred to as the "percentage ratio cap").

- <u>5.</u> Full-time employees currently working in the Region where the vacancy occurs will be given first consideration for term appointments as per the provisions of Article 31.05 of the collective agreement. Notwithstanding the provisions of Article 31.05 c), a full-time employee chosen from the Mint to fill a term appointment will be appointed to the position on an acting basis for the duration of the term subject to the employee's ability to perform the duties of the position satisfactorily. In the event that more than one full-time applicant is qualified, the Employer will fill the term appointment in accordance with articles 39.06 to 39.12. At the end of the acting appointment, employees will revert to their former classification and retain all seniority accumulated both prior to and during the acting appointment.
- 6. In the event that the Employer is unable to select a suitable candidate from the fulltime employees for a term appointment, a term employee may be hired from outside the Mint. The duration of the term appointment will be for the full period of the term. However, the Mint reserves the right to terminate the appointment at any time for whatever reasons by giving two (2) weeks advance notice. In the event that a term employee is hired to fill a position vacated by the full-time employee who has accepted an acting appointment to another position as per paragraph 2 of this Letter of Understanding, the employee's term of employment will end the day prior to the day the full-time employee is scheduled to revert to the substantive classification.
- 7. Term employees who are not permanent employees of the Mint appointed to a term position of 6 months or more will be subject to the provisions of the collective agreement except for Articles 15.01 and 21 and 39.

Term employees who are not permanent employees of the Mint appointed to a term position of less than 6 months will be subject to the provisions of the collective agreement except for Article 15.01, Article 21, Article 16 (Vacation Leave); Article 18 (Special Leave, except bereavement leave. Term employees will be entitled to two (2) days' bereavement leave with pay where a member of the employee's immediate family dies); Article 19 (Sick Leave); Article 39 (Service), Clause 43.06 to 43.12 and Clause 20.01 (Court Leave). In lieu of vacation and other benefits, the term employee under this paragraph shall be paid 6% of the total pay compensation received during the period of employment.

- <u>8.</u> Term employees may apply to vacancies in accordance with clauses 39.11 to 39.15 inclusive.
- 9. In accordance with the provisions of article 39, full-time permanent employees will be given priority above the term employees for all vacant or newly created full-time positions.
- 10. In order to monitor the use of term employees and the requirements for running a competitive operation, the Union Local and the Employer (and, if required, the Alliance) shall consult on a semi-annual basis.

Transition

- 1. The new provisions of Appendix C will apply to all term appointments created on or after the date of ratification;
- 2. Term appointments that are in effect immediately prior to the date of ratification will not be impacted by the twenty-four (24) month cap in paragraph 3 of Appendix C, and shall be subject to the following:
 - a. <u>for term appointments of more than twenty-four (24) months, the Mint will have</u> the option upon the term's conclusion to either post the position on a permanent basis or abolish the term position; and
 - b. <u>for term appointments of less than twenty-four (24) months, the Mint will have the option of seeking approval of the union to extend the term in accordance with paragraph 3 of Appendix C or abolishing the term position.</u>
- 3. For further clarity on paragraph 4 of Appendix C, the percentage ratio cap applies immediately as of the date of ratification, such that the number of Term employees must be within the percentage ratio cap as soon as reasonably practical following the date of ratification. It is understood that a term appointment that was in effect before ratification will not be prematurely terminated for the sole purpose of respecting the percentage ratio cap;
- 4. Seniority of non-permanent term employees (as defined at paragraph 7 of Appendix C) that are in effect at the date of ratification will start accruing on the date of ratification. A lottery will be conducted to determine the ranking of seniority between those non-permanent terms.

APPENDIX I & K

A <u>Two</u> one-half (1/2) hour paid <u>meal rest</u> periods shall be scheduled <u>each staggered as evenly as possible over the course of the shift schedule</u>. Employees shall <u>also</u> be entitled to <u>three one</u> (31) rest periods with pay of fifteen (15) minutes duration. <u>each staggered as evenly as possible over the course of the shift schedule</u>. The <u>meal period and</u> rest periods identified in this paragraph supercede those identified in clause 22.07 of the collective agreement.

APPENDIX X

10-hour shifts – Call Center

Whereas the parties wish to detail the terms and conditions of employees in the Call Center:

The following terms and conditions will apply to the parties:

- 1. Where specified in this Appendix such terms and conditions shall take precedence over any other term or condition of employment in the collective agreement between the PSAC and the RCM (hereinafter "Collective Agreement").
- 2. Employees assigned the 10-hr schedule will have three consecutive days of rest contrary to clause 22.02 (normal work week) of the Collective Agreement.
- 3. It is understood that the daily ten (10) hours worked/scheduled are "regularly scheduled hours of work" for the purposes of the Overtime provisions in the Collective Agreement.
- 4. Employees shall be entitled to a rest period with pay of twenty (20) 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 twenty (20) minutes duration commencing on or about the mid-point of the second half of the shift. An employee may absent himself from his work station during such rest periods, but for each such rest period shall not be absent with pay from his work station for more than the allowed time, nor shall an employee fail to resume performance of his duties assigned to him by the Mint within twenty (20) minutes of the time a given rest period commences. The time of commencement of such rest periods shall be determined by the Manager of the area to which the employee is assigned.
- 5. "Overtime" means work performed by an employee in excess or outside their regularly scheduled hours of work.
- 6. An employee assigned on the 10-hr schedule shall be compensated for overtime worked on a regularly scheduled work day or on their first, second or subsequent day of rest as follows:
 - (i) for the first two (2) hours of overtime immediately following their scheduled hours of work, time and one-half and for all hours worked thereafter, double time;
 - (ii) for the first eight (8) hours of overtime worked on their first day of rest, time and one-half.

- (iii) for any overtime worked on their second or subsequent day of rest, double time, provided the days of rest are consecutive or interrupted by a designated paid holiday.
- 7. The above schedule shall apply either from Monday-Thursday or Tuesday-Friday.