

COLLECTIVE AGREEMENT dated as of the 25th day of February, 2004 and made

BETWEEN:

**THE BANK OF NOVA SCOTIA, GLENDALE PLAZA,
DEEP RIVER, ONTARIO BRANCH**
(hereinafter referred to as "the Bank")

- AND -

THE UNITED STEELWORKERS OF AMERICA
(hereinafter referred to as "the Union")

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ARTICLE 1: Purpose

1. The purpose of this Agreement shall be to set forth the terms and conditions of employment relating to hours of work, rates of pay and other working conditions affecting the employees covered by this Agreement and to provide for a means of settling disputes and grievances of employees in order to maintain harmonious relations between the parties.
2. All references to the feminine or masculine gender in this Collective Agreement will be read as applying to the opposite gender and not as specific sex designation unless the context so requires.

ARTICLE 2: Management Functions

1. The Union recognizes and agrees that it is the exclusive function of the Bank to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfil its commitments and responsibilities, to maintain and to enhance public reputation and confidence and to direct its employees to achieve the Bank's aim in such manner as the Bank determines.

2. Without restricting the generality of section 1, the Union also acknowledges that it is the exclusive function of management:
 - (a) to maintain order, discipline and efficiency;

 - (b) to hire, discharge, suspend or discipline, transfer, classify, reclassify, evaluate, appraise, promote, demote, retire and lay-off;

 - (c) to establish, maintain, enforce and alter from time to time rules and regulations, policies and practices relating to management of the Bank's operations, the protection of Bank property, fulfilling its commitments and responsibilities, the maintenance of confidential information regarding customers and clients, the maintenance and enhancement of public reputation, the promotion of safety and the general conduct and procedures for employees; and

 - (d) generally to manage the enterprise and, without restricting the generality of the foregoing, to plan, direct, locate, extend, curtail or cease operations and to control and inspect operations, systems and methods, to establish new jobs, departments, operations, systems, methods and services, to abolish or change any job, department, operation and service, to assign duties and to determine reporting relationships, to direct employees, to determine the complement, classification and location of employees required from time to time and to alter and evaluate standards and performance, the methods, procedures and the kinds and locations of equipment and facilities to be used and services provided, to introduce new and improved methods or facilities, to determine the schedules of work and to schedule overtime, and all their rights and responsibilities of management.

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3. The Bank agrees that these functions will not be exercised in a manner inconsistent with the other provisions of this Collective Agreement.

ARTICLE 3: Non-Discrimination

1. It is agreed that there shall be no discrimination, intimidation, interference, restrictions or coercion exercised or practiced on any of the employees covered by this Collective Agreement by the Bank or any officers or employees of The Bank of Nova Scotia or by the Union or any of its representatives or members directly or indirectly because of membership or non-membership in the Union.
2. The Bank and the Union agree to comply with the Canadian Human Rights Act. An employee may file a complaint with the Canadian Human Rights Commission in accordance with the Act.
3. The Bank and the Union further agree to promote and maintain a work environment free from discrimination or harassment where all employees are treated with dignity, respect and fairness.
4. “Harassment” and “discrimination” shall be defined in accordance with the Bank’s published policies on both “harassment” and “discrimination” as of the date of the ratification of this agreement.

ARTICLE 4: Union Recognition

1. The Bank recognizes the Union as the sole bargaining agent for its regular full-time and regular part-time employees working more than twelve (12) hours per week at the Deep River, Ontario Branch, Glendale Plaza, P.O. Box 366, Deep River, save and except the Branch Manager, Assistant Manager Personal Banking, Service Manager, Management Trainees, and casual, relief or temporary employees in accordance with Schedule C.
2. Where an occupational classification not listed in Schedule "A" is introduced into the Bank which is not excluded by this Article or specifically by statutory provision from the Bargaining Unit, the parties agree to meet to determine whether it is a classification included in the bargaining unit. Where the parties are unable to reach agreement, the parties will refer the matter to the Canada Labour Relations Board for a determination of this matter.
3. Upon the change of address of the Bank of Nova Scotia, Glendale Plaza, Deep River, Ontario Branch within the Town of Deep River, the Bank of Nova Scotia shall notify the Union and the parties shall amend Article 4 to reflect the new address.
4. It is understood that all employees of the Bank are expected to serve customers as necessary. No person from outside the bargaining unit, however, shall perform work normally performed by a member of the bargaining unit if such work results in a layoff or prevents the recall of a bargaining unit member. Nothing in this provision affects the right of the Bank to lay off employees under the terms of this Agreement.

ARTICLE 5: Union Representation

1. The Bank upon notification in writing from the Union will recognize one (1) employee as Union Steward for the purposes provided for in this Collective Agreement. The Union Steward shall be an employee of the Bank who has completed the probationary period set out in this Collective Agreement. The Bank shall not be required to recognize any employee as a Union Steward without such notice in writing from the Union.

2. The Union acknowledges that the Union Steward has her regular work to perform on behalf of the Bank and it is therefore agreed that the Union Steward shall be granted reasonable time off with pay to undertake any Union business for the purposes provided for in this Collective Agreement where operational requirements permit, which will normally be outside the hours during which the Bank is open to the public. The Union Steward shall advise the Branch Manager or her designated representative the approximate length of time which will be required to transact this business. The Union Steward shall report back to the Branch Manager or her designated representative before resumption of her duties upon return from this business.

3. The Bank acknowledges the right of the Union to appoint Bargaining Representatives (to a maximum of two) for the purpose of negotiating the renewal of the Collective Agreement with the representatives of the Bank. The Bargaining Representatives shall be employees of the Bank who have completed the probationary period set out in this Collective Agreement. The Bank shall not be required to recognize any employee as a Bargaining Representative without notice in writing from the Union.

4. The Union and the Bank agree that Union officers, representatives and agents recognize their specific obligations contained in this Collective Agreement.

5. The Bank will recognize an authorized Union Representative appointed by the Union for the purposes provided in this Collective Agreement. The Union Representative may visit the Union Steward at the Bank premises after having obtained the permission of the Branch Manager. Such permission shall be granted subject to the operational requirements of the Bank. The Union Representative may telephone the Union Steward at the Bank premises after having obtained the permission of the Branch Manager. Such permission shall be granted subject to the operational requirements of the Bank.

ARTICLE 6: Union Security

1. The Bank shall deduct a sum equivalent to Union dues including, where applicable, initiation fees and assessments, on a biweekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution, and the Union shall so notify the Bank of the amount to be deducted.
2. All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto Ontario M5W 1V7 in such form as shall be directed by the Union to the Bank along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Union's Area Coordinator.
3. The remittance and the R-115 form shall be accompanied by a statement containing the following information:
 - a. A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b. A list of the names of all employees in the bargaining unit from whom no deductions have been made and reasons;
 - c. This information shall be sent to both Union addresses identified in article 6.2 in such form as shall be directed by the Union to the Bank.
4. The Union shall indemnify and save the Bank harmless against all claims or other forms of liability that may arise out of any actions taken by the Bank in compliance with this article.
5. The Bank, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

6. In the event Union dues are increased during the life of the collective agreement, the Bank shall be given thirty (30) calendar days notice in writing.

ARTICLE 7: Correspondence

1. Except as otherwise specifically provided in this Collective Agreement, all correspondence from the Bank to the Union arising out of this Collective Agreement or incidental thereto shall be forwarded to the Union Steward and to the Union Representative. The Union shall inform the Bank in writing of the name and address of each of the above-mentioned persons and of any changes from time to time.
2. Except as otherwise specifically provided in this Collective Agreement, all correspondence from the Union to the Bank arising out of this Collective Agreement or incidental thereto shall be forwarded to the Branch Manager at the Bank. A copy of such correspondence shall also be forwarded to the Vice-President, Employment Relationships, Human Resources at Executive Offices. The Bank shall inform the Union in writing of the name and address of each of the above-mentioned persons and of any changes from time to time.

ARTICLE 8: Bulletin Board

1. The Bank agrees to permit the posting of notices of Union meetings or other matters directly pertaining to normal Union business on a bulletin board. Notices to be placed on the bulletin board are to be signed by the Union Steward and are to be submitted to and initialed by the Branch Manager or the Service Manager before being posted.

ARTICLE 9: No Strike or Lock-Out

1. The Bank and the Union agree that neither it nor its officers, representatives, agents or members will authorize, call, cause, condone, sanction or participate in any strike or lock-out as defined by the Canada Labour Code (as the case may require) during the term of this agreement.
2. If the employees or members of either party engage in any or all of the above-mentioned conduct, the parties agree that their officers, representatives and agents shall immediately cease and/or repudiate any such conduct.
3. The Union and the employees agree that they will continue to perform their normal duties on Bank premises notwithstanding the activities or conduct of any union or any person or group of persons.

ARTICLE 10 : Probation - Definition

1. All employees shall be on probation for a period of ninety (90) calendar days from the last date of hire. Probation may be extended by the mutual agreement of the parties for a further period.

ARTICLE 11: Grievance Procedure

Complaints

1. It is the mutual desire of the Bank and the Union that complaints of employees are dealt with as quickly as possible. Both parties agree that a grievance shall not be processed unless the employee concerned has given a reasonable opportunity to the Branch Manager or the Service Manager, if she is not available, to adjust matters which may be the subject of complaint. The employee may, if she so desires, request the presence of her Union Steward. Where the Union Steward is the employee complaining, she may, if she so desires, request the presence of another employee.

Grievances

2. A grievance under this Collective Agreement is a complaint in writing by an employee concerning the interpretation, application, administration or alleged violation of the terms of the Collective Agreement which has been dealt with pursuant to section 1.
3. The following procedure shall be adhered to in processing grievances:

Step No. 1 The grievor shall present in writing within fifteen (15) working days from the date upon which the incident or circumstances first occurred or arose to the Branch Manager, pursuant to section 2 above. The grievance shall be on a form approved by the Bank and the Union, shall contain the name of the grievor, the date upon which the grievance was prepared, the nature of the grievance and the date upon which it is alleged to have occurred or arisen, the Article and section of the Collective Agreement which the grievor alleges to have been violated, the remedy sought and the signature of the grievor and the Union Steward. The Branch Manager or her designated representative shall reply giving her decision in writing within fifteen (15) working days following receipt of the grievance. The reply will be provided to the Shop Steward with a copy of the reply provided to the grievor.

Step No. 2 If the grievance is not satisfactorily resolved at Step No. 1, the grievance shall be presented in writing in accordance with the form set out in Step No. 1 to the Assistant

General Manager, Employee Relations or her designated representative. The grievance shall be presented within ten (10) working days of receipt of the reply at Step No. 1. The Assistant General Manager, Employee Relations or her designated representative shall reply giving her decision within ten (10) working days following receipt of the grievance. The reply will be provided to the Shop Steward with a copy of the reply provided to the grievor.

Step No. 3 If the grievance is not satisfactorily resolved at Step No. 2, the grievance shall be presented in writing in accordance with the form set out in Step No. 1 to the District Vice-President, Ottawa River or her designated representative. The grievance shall be presented within ten (10) working days of receipt of the reply at Step No. 2. The District Vice-President, Ottawa River or her designated representative shall reply giving her decision within ten (10) working days following receipt of the grievance. The reply will be provided to the Shop Steward with a copy of the reply provided to the grievor.

Step No. 4 If the grievance is not satisfactorily resolved at Step No. 3, the grievance shall be presented in writing in accordance with the form set out in Step No. 1 to the Vice-President, Employment Relationships, Executive Offices or her designated representative. The grievance shall be presented within ten (10) working days of the receipt of the reply at Step No. 3. The Vice-President, Employment Relationships, Executive Offices or her designated representative shall reply giving her decision within ten (10) working days following receipt of the grievance unless a meeting is held. Where mutually agreed by the Bank and the Union, a meeting maybe held to discuss the grievance. At this meeting a representative of the U.S.W.A. may be present. The Vice-President, Employment Relationships, or her designated representative will then reply within ten (10) working days following the date of the meeting. The reply will be provided to the Shop Steward with a copy of the reply provided to the grievor.

Discharge Grievance

4. No employee shall be discharged or suspended except for just cause. A grievance alleging unjust discharge shall be submitted at Step No. 3 of the grievance procedure. The employee shall present this grievance in the form set out in Step No. 1 above within five (5) working days from the date of

the discharge. Notwithstanding the foregoing, the Bank may at its sole discretion terminate any employee during her probationary period for any reason, without recourse to the grievance/arbitration procedure.

5. (i) It is understood and agreed without restricting the generality of section 4, that the causes for which the Bank may discharge an employee, including but not restricted to any breaches of the Bank's Guidelines for Business Conduct, subject to the right of the discharged employee to grieve such discharge for just cause.
- (ii) When an employee has been discharged, as in section 4 above, the Union Steward shall be notified and subject to branch security and customer requirements including property, and information, and subject to operational requirements, the employee will be advised that she may consult with the Union Shop Steward prior to leaving the premises.

Failure to advise the employee or the Shop Steward shall have no bearing on the discipline imposed.

Union and Employer Grievances

6. The Bank may submit a grievance to the Union within twenty-five (25) working days from the date upon which the incident or circumstances giving rise to the grievance first occurred or arose in the form specified in Step No. 1 of the grievance procedure.

The Union shall reply giving its decision within thirty (30) working days of receipt of the grievance.

Similarly, the Union may submit a grievance which directly affects the interest of the Union as a party to the Collective Agreement; it being understood that such a grievance shall not deal with matters which are properly the subject of an individual employee grievance under sections 2, 3, 4 and 5. The grievance shall be filed at Step No. 3 of the grievance procedure within twenty-five (25) working days from the date upon which the incident or circumstances giving rise to the grievance first occurred or arose in the form specified in Step No. 1 of the grievance procedure, such form to be signed by the

Union and the Union Steward. The Bank shall reply giving its decision within thirty (30) working days of receipt of the grievance.

If the matter has not been satisfactorily resolved it may be submitted to arbitration in accordance with Article 12.

General

7. Where a grievance is presented or replied to at any level of the grievance procedure, the recipient shall provide a receipt stating the date on which the grievance or reply was received by her.
8. Where it is necessary at any step of the grievance procedure to present a grievance by mail, the grievance shall be sent registered. The grievance shall be deemed to be presented on the date it is registered and deemed to be received on the date of delivery to the appropriate representative of the recipient party. Similarly, a party shall be deemed to have presented a reply at any level on the date it is registered and shall be deemed to have received the reply on the date it is delivered to the appropriate representative of the recipient party. Where it is preferred and available, the Bank's internal mail courier system may be substituted.
9. All references to working days in this Article mean Monday to Friday inclusive and shall be calculated to exclude Saturday, Sunday and general holidays as designated in this Collective Agreement.
10. By mutual agreement of the Bank and the Union, the time limits may be extended. Such agreement shall not be unreasonably withheld where there are reasonable grounds for the extension and the party consenting to the extension will not be prejudiced by it. In accordance with the above an Arbitrator will have the right to extend any of the time limits. Notwithstanding the foregoing, the parties agree that in no case shall there be an extension of the time limit set out in Step No. 1 for the presentation of a grievance beyond thirty (30) working days from the date upon which the incident or circumstances first occurred or arose.

ARTICLE 12: Arbitration Procedure

1. Where a grievance has proceeded through all of the requisite steps of the Grievance Procedure and has not been satisfactorily resolved, either party may refer the matter to arbitration. The party wishing to submit the matter to arbitration shall make such request in writing addressed to the other party to this Collective Agreement. This request shall be presented within thirty (30) working days after receipt of the reply at Step No. 4 of the Grievance Procedure or pursuant to section 6 of the Grievance Procedure.
2. The request shall contain the name of that party's nominee to the Board of Arbitration. The recipient of the notice shall within seven (7) working days inform the other party in writing of the name of its nominee to the Board of Arbitration. The two (2) nominees shall within fifteen (15) working days of the appointment of the second of them, appoint a third party who shall be the Chairman of the Board of Arbitration. If the recipient of the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon the Chairman within the time limits prescribed herein, the appointment shall be made in accordance with the relevant provisions of the Canada Labour Code. Where it is agreed to by both parties, a sole Arbitrator will be appointed.
3. No person may be appointed as a nominee or a Chairman to a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
4. The Board of Arbitration shall not have any authority to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Collective Agreement or in any way to modify, add to or detract from any provision of this Collective Agreement, or to provide a remedy applicable to more than ten (10) working days prior to the date of filing.
5. The Board of Arbitration shall hear and determine the grievance, including any question as to whether the grievance is arbitrable, and shall issue a decision. All decisions arrived at by the Board of Arbitration shall be final and binding upon the Bank, the Union and the employee or

employees concerned. The decision of a majority is the decision of the Board, but if there is no majority the decision of the Chairman governs.

6. In determining any discharge or suspension grievance, the Board of Arbitration shall have the authority to:
 - (a) confirm the Bank's action and dismiss the grievance;
 - (b) reinstate the employee with or without compensation for wages lost; or
 - (c) vary, alter or set aside the penalty imposed by the Bank, or make such other determination as the Board of Arbitration, in its discretion, may deem justified.
7. In determining compensation the Board of Arbitration shall award such compensation based on the employee's regular salary based on the number of normal hours of work the employee otherwise would have worked less any monies earned or attributable to the employee or any Unemployment Insurance or Workmen's Compensation received or receivable by the employee in respect of the period of discharge.
8. Each of the parties to this Collective Agreement will pay the fees and disbursements of its nominee to the Board of Arbitration, and will share equally the fees and disbursements of the Chairman.
9. Except where a Board of Arbitration has declined jurisdiction, no employee will take any action to a court without having first exhausted the Grievance and Arbitration Procedures.
10. If the grievance is not processed in accordance with the prescribed time limits in this Article, the grievance shall be deemed to be settled on the basis of the last decision given or to be withdrawn. However, by mutual agreement of the Bank and the Union the time limits may be extended. Such agreement shall not be unreasonably withheld where there are reasonable grounds for the extension and the party consenting to the extension will not be prejudiced by it.

11. If the request for the submission to arbitration or the names of nominees are presented by mail, they shall be registered. The document shall be deemed to be presented on the date it is registered and shall be deemed to be received on the date it is delivered to the appropriate representative of the recipient party.

12. All reference to working days in this Article means Monday to Friday inclusive and shall be calculated to exclude Saturday, Sunday and general holidays as designated in this Collective Agreement.

ARTICLE 13: General Holidays

1. Unless federal or provincial legislation or ministerial action authorized by such legislation or Order-in-Council provides otherwise, each employee shall be entitled to the following general holidays:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Remembrance Day
Labour Day	First Monday in August

2. During the term of this Collective Agreement, the parties agree that the Bank may determine that a day other than the general holiday shall be substituted for the general holiday and the substituted day shall for all purposes be deemed to be the general holiday.
3. To qualify for a paid holiday an employee must:
 - (i) work her last full scheduled working day before and her first full scheduled working day following the holiday, unless her absence is excused by the Bank; and
 - (ii) be on the active payroll on the date of the holiday.
4. When a general holiday or a day substituted therefor falls on the regularly scheduled working day of an employee who qualifies for a paid holiday in accordance with section 3, the employee shall be granted that day off with pay at her regular rate of wages for her normal hours of work for that day.
5. When a general holiday or a day substituted therefor falls during the vacation period of an employee who qualifies for a paid holiday in accordance with section 3, the employee shall be paid on the following basis:

- (i) where the employee was entitled to wages for at least twelve (12) days during the thirty (30) calendar days immediately preceding the general holiday, she shall receive an additional day off in lieu thereof at a time designated by the Bank having regard to its operational requirements after consultation with the employee involved. Such additional day off shall be paid at the employee's regular rate of wages for her normal hours of work for that day.
 - (ii) where the employee was not entitled to wages for at least twelve (12) days during the thirty (30) calendar days immediately preceding the general holiday, she shall receive one-twentieth (1/20) of the regular wages earned by her for her normal hours of work during the thirty (30) calendar days immediately preceding the general holiday.
6. When a general holiday or a day substituted therefor falls on the regularly scheduled day off of an employee who qualifies for a paid holiday in accordance with section 3, the employee shall be paid on the following basis:
- (i) where the employee was entitled to wages for at least twelve (12) days during the thirty (30) calendar days immediately preceding the general holiday, she shall either receive an average day's wages for the holiday or receive an additional day off in lieu thereof. An average day's wages will be calculated by dividing the amount of regular wages earned by the employee for her normal hours of work during the thirty (30) calendar days immediately preceding the general holiday by the number of days during that thirty (30) day period for which the employee received wages. Alternatively, the additional day off in lieu shall be paid at the employee's regular rate of wages for her normal hours of work for that day. Such additional day off in lieu shall be at a time designated by the Bank having regard to its operational requirements after consultation with the employee involved.
 - (ii) where the employee was not entitled to wages for at least twelve (12) days during the thirty calendar days immediately preceding the general holiday, she shall receive one-twentieth (1/20) of the regular wages earned by her for her normal hours of work during the thirty (30) calendar days immediately preceding the general holiday.

ARTICLE 14: Bereavement Leave

1. Every employee is entitled to and shall be granted, in the event of the death of a member of her immediate family, bereavement leave on any of her normal working days that occur during the three (3) days that the Bank is open to the public immediately following the day of death.
2. Every employee who is entitled to bereavement leave under section 1 is entitled to leave with pay at her regular rate of wages for her normal hours of work, and such pay shall for all purposes be deemed to be wages.
3. The employee may be granted further reasonable leave with/without pay at the sole discretion of the Bank where circumstances so require. The employee should apply to the Branch Manager as soon as possible, setting out the length of leave requested. Such leave shall not be unreasonably withheld.
4. An employee may be granted up to one (1) day of leave with pay at her regular rate of wages for her normal hours of work to attend the funeral of a person outside her immediate family or where special circumstances because of travel warrant to attend a funeral under this article, at the sole discretion of the Bank.
5. For the purposes of this Article, immediate family means the employee's spouse (including common-law spouse), father, mother, son, daughter, sister, brother, grandparent, grandchild, father/mother-in-law, son/daughter-in-law, sister/brother-in-law, spouse's grandparents and includes any relative permanently residing in the employee's household or with whom the employee resides.

ARTICLE 15: Maternity Leave

1. All female employees covered by the terms of this Collective Agreement who have been in continuous employment with the Bank for at least six (6) consecutive months at the commencement of the leave are eligible for maternity leave.

2. The employee is entitled to a leave without pay of up to seventeen (17) weeks plus the period, if any, between the estimated and actual date of delivery. Maternity leave entitlement may be taken at any time during the period commencing eleven (11) weeks preceding the expected date of delivery and ending no later than seventeen (17) weeks following the actual date of confinement; provided that an employee who wishes to continue employment beyond six (6) weeks before the expected date of delivery or resume employment before six (6) weeks after delivery must provide a doctor's certificate stating that continuation or resumption of her normal duties will not endanger her health and must sign a waiver of liability provided by the Branch Manager.

3. The employee must make application in writing for leave on a form provided by the Bank at least four (4) weeks prior to the date of commencement of the leave. A doctor's certificate must be provided with the application stating the estimated date of delivery. An application providing less than four (4) weeks' notice will be accepted where the employee must commence leave within less than the four (4) weeks' notice period due to unexpected circumstances. The application shall be delivered to the Branch Manager and she may approve the application.

An employee who has been granted maternity leave and does not return to work at the end of such leave may be deemed to have abandoned her employment with the Bank unless she has applied for and been granted child care leave in accordance with Article 16, Child Care Leave.

4. Upon resumption of employment after maternity leave granted to an employee in accordance with this Article, the employee shall either be reinstated in the position held by her at the time the leave commenced or in a comparable position within the Town of Deep River and with the same salary and benefits as earned at the commencement of the leave except where the salary and benefit plans applicable to bargaining unit employees have been amended, in which case such plans will apply.

ARTICLE 16: Child Care Leave

1. All employees covered by the terms of this Collective Agreement who have been in continuous employment with the Bank for at least six (6) consecutive months at the commencement of the leave are eligible for child care leave with respect to their newborn or newly adopted child.
2. The employee is entitled to a leave without pay of up to thirty-five (35) weeks less any period of child care leave taken in respect of the birth or adoption of the same child by another individual. Where two (2) individuals take child care leave in respect of the birth or adoption of any one (1) child, no portion of such leaves shall be taken concurrently. In the case of a female employee, child care leave may commence on the expiration of her maternity leave or on the day her child is born or on the day the child comes into her actual care and custody. In the case of a male employee, child care leave may commence on the expiration of maternity leave taken in respect of his child or on the day his child is born or on the day the child comes into the employee's actual care and custody.
3. The employee must make application in writing for leave on a form provided by the Bank at least four (4) weeks prior to the date of commencement of the leave. The application must also state the length of leave intended to be taken. An application providing less than four (4) weeks' notice will be accepted where there is a valid reason why such notice cannot be given. The application shall be delivered to the Branch Manager and she may approve the application. An employee who has been granted child care leave and does not return to work at the end of such leave may be deemed to have abandoned her employment with the Bank.
4. Upon resumption of employment after child care leave granted to an employee in accordance with this Article, the employee shall either be reinstated in the position held by her at the time the leave commenced or in a comparable position within the Town of Deep River and with the same salary and benefits as earned at the commencement of leave except where the salary and benefit plans applicable to bargaining unit employees have been amended, in which case such plans will apply.

ARTICLE 17: Other Leaves

1. Where an employee is summoned to and reports for jury duty or is subpoenaed or summoned to attend and reports as a witness in any court proceeding on a day which she would otherwise have been scheduled to work, she shall receive leave from the Branch Manager at her regular rate of pay for her normal working day; provided that within one (1) working day after receipt of a subpoena or summons it shall be submitted by the employee to the Branch Manager. This shall constitute proper notice that the employee will be absent from work on the day or days specified in the subpoena or summons. The Bank may require the employee to furnish adequate documentary evidence from an officer of the Court before making payment under this Article. It is understood that if such employee is released by the Court from such service, she shall report to work provided that the time of such release enables the employee to return to the Bank during her regular hours of work and not later than one (1) hour prior to the time at which the Bank will close to the public.
2. Where an employee has no personal obligation days, in special circumstances relating to serious family obligations the employee may be granted, at the sole discretion of the Bank, leave with/without pay for such purposes. Such special leave shall not be unreasonable withheld.

ARTICLE 18: Seniority

1. Where the term service is used in this agreement, it shall mean the length of time an employee is employed with The Bank of Nova Scotia from last date of hire and, after completion of the probationary period, shall be effective from the last date of hire.
2. Where the term seniority is used in this agreement, it shall mean the length of time an employee is employed in the Bargaining Unit, after completion of the probationary period, and effective from the last date of hire.
3. The Bank shall maintain a list setting out an employee's last date of hire as defined in sections 1 and 2 above as well as job title and job level. Two (2) copies shall be forwarded to the Union once a year, and every six (6) months when applicable.
4. An employee's service and seniority shall cease and her employment shall be terminated if she:
 - (a) quits her employment, or
 - (b) is discharged and is not reinstated through the grievance procedure, or
 - (c) is absent without reasonable cause and does not notify the Branch Manager or Service Manager within two (2) consecutive days of the absence, or
 - (d) retires or is retired according to the Bank's pension plan, or
 - (e) fails to return from an authorized leave of absence, or
 - (f) is laid off for a period in excess of twelve (12) months.
5. An employee's seniority shall cease if she is outside the bargaining unit for a period in excess of twelve (12) months.

ARTICLE 19: Job Classification Assignment

1. When there is a full-time or part-time vacancy within the bargaining unit to be filled, the employer agrees to recall any employees on layoff before going outside the bargaining unit.
2. When the Bank has determined that there is a vacancy within the bargaining unit which is to be filled, the Bank agrees that notice of the vacancy will be placed on the bulletin board in the Bank in which the vacancy occurs for a period of five (5) working days. This notice shall contain the title of the job, a brief description of the job, a general indication of the skills, abilities and qualifications required for the job, the date on which the applicant must be available to assume the position, the deadline for submission of applications and shall designate the person to whom applications must be submitted. This notice shall state that eligible employees interested in being considered for this or such other vacancies, that may become available as a result of filling the posted vacancy, shall indicate their interest within the notice period. The written application need only contain a statement of desire to be considered for the vacant position.
3. Interested employees who have declared their interest by applying to the Branch Manager in writing for a job assignment, within the bargaining unit, will be considered.
4. In order to be eligible for consideration for an assignment to a vacancy in another job classification within the bargaining unit, the employee must be available as required during the period of consideration and available to commence work in the classified job on the date on which the Bank determines that it requires the employee to be available; where the employee is not at work at the time of consideration of candidates, the Bank must have been informed of such availability in writing prior to such consideration and of where the employee can be reached during the period in which she is not at work. Where the vacancy will result in a demotion the employee must request such demotion, in writing, to the Manager.
5. When a vacancy is to be filled, the Bank agrees to advise the recorded applicants who are eligible for consideration of the position requirements and that they are being considered for the vacancy.

6. The Bank will make its selection based on section 10.
7. The Bank will advise the recorded applicants who were eligible for consideration of the successful candidate, if any.
8. In order to be eligible to submit an application, an employee must firstly be actively employed in a job within the bargaining unit in the Bank in which the vacancy occurs and must have a proven performance record in the current job, unless waived by the Bank and secondly, the employee must be available to commence work in the vacant job on the date on which the Bank determines that it requires the employee to be available.
9. Employees who are on Child Care Leave will be considered as active, if they give indication of their desire to be considered for Job vacancies. Interested employees must declare their interest as per sections 4,5,6, 7, and 8 of this Article.
10. Where extenuating circumstances exist, the Bank and the Union may agree to waive the notice of a vacancy to accommodate lateral transfers within the unit; such agreement shall not be unreasonably withheld.
11. For the purpose of this article, the following factors shall be included in the consideration for an employee's assignment to a vacancy in a job classification within the bargaining unit:
 - (i) present skill, ability and qualifications;
 - (ii) seniority;
 - (iii) employment record; and
 - (iv) the employee must be actively employed.

Where these factors are relatively equal, seniority shall govern.

12. Vacancies of short duration and vacancies resulting from absenteeism, illness, injury, vacation, leave of absence, maternity leave and so on will be considered as temporary. Such temporary vacancies will be filled at the discretion of the Bank.

- (i) The Bank will endeavour to fill positions vacated temporarily and which are predetermined to be more than 17 weeks in duration with regular employees employed at the branch.
- (ii) The Bank will endeavour to fill Call-ins by contacting part-time employees in the bargaining unit who are eligible and have indicated an interest on the Branch Manager list.
- (iii) Call-ins will be filled when a part-time employee is not otherwise at work.
- (iv) Call-ins will be filled by contacting up to two employees on the Manager's list on a seniority basis.

13. This article shall not prevent the Bank from filling vacancies where employees have not declared their interest or where they fail to meet the requirements of the vacancy.

ARTICLE 20: Acting Allowance

1. Where an employee is selected to fill a temporary vacancy within the bargaining unit and where the temporary vacancy is in a higher job classification than the employee's current job classification, the employee shall receive an acting allowance provided she:
 - (a) continues to fill the vacancy in a higher job classification for eighteen (18) or more continuous working days;
 - (b) spends more than fifty percent (50%) of her working day on the higher classified job;
 - (c) performs the major job responsibilities of the higher classified job;
 - (d) performs the duties of the higher classified job in a satisfactory manner;
 - (e) is not in receipt of long term disability payments;
 - (f) is not in receipt of Bank compensated sick leave for any period in excess of the first three (3) working days of such leave; and
 - (g) is not on vacation or on an unpaid absence.
2. Pursuant to section 1, the acting allowance is payable from the eighteenth (18th) continuous working day in the higher job classification to the completion of the temporary assignment.
3. When a subsequent temporary vacancy occurs and the employee fills the temporary vacancy pursuant to Section 1 for six (6) or more continuous working days and the employee has received an Acting Allowance pursuant to Section 1 for filling that same job within the preceding twelve (12) months, the allowance shall be paid retroactive to the first working day of the subsequent temporary vacancy in the same job.
4. The acting allowance will be an allowance calculated on a pro-rata basis relative to what the employee's promotional increase would be for the higher classified job. This allowance will not be considered a part of the employee's salary.
5. Acting allowance will be paid on the appropriate pay period.

6. Pursuant to Sections 1, 2 and 3, an employee will be paid the appropriate acting allowance subject to Article 13, 14 and 17, section 1.

ARTICLE 21: Lay-Off and Recall Procedure

1. In the event of a lay-off, an employee's seniority as well as the factors set out in Article 19, sections 10 (i), (iii) and (iv) shall be included in determining the order of lay-off among those employees presently qualified to perform the work available.
2. The Bank agrees that it will not transfer or hire new employees providing there are presently qualified employees among the employees remaining on lay-off in accordance with Article 18, section 4 (f), and in accordance with Article 19, sections 10 (i), (ii), and (iii) to do the work available.
3. The reasons for the lay-off shall be communicated to the Union Steward.
4. During a temporary reduction or lay-off, the provisions of sections 1 and 2 of this Article will be waived for a period not exceeding ten (10) working days.

ARTICLE 22: Technological Change and Retraining

1. The Bank agrees that it will provide the Union with as much notice as possible but not less than one hundred and twenty (120) calendar days' notice prior to the introduction of automated equipment or significant change in administrative procedures substantially different in nature or kind than that previously used which will result in the reduction of a significant number of employees in the bargaining unit.

2. (a) In the event that the Bank introduces automated equipment which requires retraining, sufficient affected employee(s) shall be retrained to operate this equipment where the employee(s) has the capacity, experience and educational qualifications to be able to operate fully the equipment after a reasonable training period; or

(b) Where the employee(s) due to the introduction of automated equipment is not retrained or does not satisfactorily complete retraining for any reason, the Bank agrees to meet with the affected employee(s) and when the employee(s) wishes, she may be accompanied by a Union representative to discuss practical ways and means of minimizing the adverse effect on these employees including relocation, transfer, counseling or other such measures as may be advisable.

3. An employee(s) whose position is reclassified downward due to the introduction of automated equipment will, following such reclassification, be paid in accordance with her new job classification and where her present salary exceeds the maximum salary paid in that new job classification, her salary shall not be reduced.

4. Sections 150, 152 and 153 of the Canada Labour Code do not apply to the parties to this Collective Agreement.

ARTICLE 23: Hours of Work and Overtime

1. The normal work week for full-time employees subject to operational requirements shall consist of thirty-seven and one-half (37 1/2) hours, scheduled on five (5) days with a daily unpaid lunch period of up to one (1) hour.
2. The normal workweek is not intended to be construed as a guarantee of hours of work per day or per week or days of work per week or of working schedules.
3. Employees shall be paid time and one-half their regular rate of pay for all hours worked in excess of thirty-seven and one-half (37 1/2) hours per week or for all hours worked in excess of eight (8) hours on any day during the week. Overtime shall be paid on the basis of completed one-quarter (1/4) hour units.
4. Overtime must be authorized in advance by the Branch Manager or her designated representative. The Bank shall determine when overtime shall be worked. The Bank shall give as much advance notice as practicable to employees required to work overtime.
5. An employee who is eligible to be paid for a general holiday pursuant to Article 13, General Holidays, and who works on a general holiday shall be paid the employee's regular rate of wages for her normal hours of work for the day, pursuant to Article 13, and in addition shall receive a premium payment for all hours worked on that day at the rate of time and one-half the employee's regular rate of pay. For the purpose of calculating overtime payment, the normal work week of thirty-seven and one-half (37 1/2) hours shall be reduced by seven and one-half (7 1/2) hours for each day not worked because of a general holiday. There shall be no pyramiding of overtime and/or any other premium payment.
6. The Bank will make one fifteen (15) minute period available in the morning and one fifteen (15) minute period available in the afternoon during each workday during which employees may avail themselves of refreshments.

7. The Bank shall pay an employee who reports for work at the call of the Bank wages for not less than three (3) hours of work at the employee's regular rate of wages.

ARTICLE 24: Insured Benefit Plans

1. The Bank agrees, to provide the Scotiabank Flexible Benefits program to allow employees to choose in accordance with the plan from amongst the following, subject to continuing Bank and insurers' eligibility requirements including, but not limited to, employment status, flex credits and the number of hours worked per week and to the payment of the employee's contribution through payroll deduction where applicable:

1. Medical Plan
2. Dental Plan
3. Survivor Medical/Dental Plan
4. Hospital Cash and out of Country - Emergency Medical Plan
5. Long Term Income Protection Plan
6. Employee Life Insurance Plan
7. Spousal Life Insurance Plan
8. Children's Life Insurance Plan
9. Accidental Death and Dismemberment Insurance Plan
10. Elective Expense Account
11. Group RSP
12. Taxable Cash

2. Also, the Bank agrees, for the duration of the Collective Agreement, to provide the following additional benefit plans subject to continuing Bank and insurers' eligibility requirements including, but not limited to, employment status and the number of hours worked per week and to the payment of the employee's contribution through payroll deduction where applicable:

1. Short Term Disability
2. Pension Plan
3. Canada Pension Plan
4. Ontario health Insurance Plan
5. Employee Share Ownership Plan

6. Employee Assistance Program.

3. The parties agree that all matters regarding the provisions of the policies of insurance shall be determined solely by the insurers and such determination shall not be the subject of a grievance.
4. At the request of either the Union or the Bank, and with the consent of the employee, the parties shall meet to discuss the insurance claim of the bargaining unit employee.

ARTICLE 25: Vacations With Pay

1. Employees covered by this Collective Agreement are entitled to one (1) vacation entitlement for every year of employment calculated on a calendar year basis. The vacation entitlement will be prorated for the year the employee is hired by the Bank. Employees may take their first year's vacation entitlement after three (3) months' service.

2. Full-time employees covered by this Agreement shall be entitled to vacations on the following basis:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
Year Hired	Prorated based on 2 weeks entitlement
Two (2) years but less than three (3) years	2 weeks + 1 day 3 weeks if taken entirely between November 1st and April 30th
Three (3) years but less than five (5) years	3 weeks
Five (5) years but less than ten (10) years	3 weeks + 1 day 4 weeks if taken entirely between November 1st and April 30th
Ten (10) years but less than twenty (20) years	4 weeks
Twenty (20) years and up	5 weeks

3. Employees shall be paid their regular rate of pay for their normal hours of work per day for the length of the vacation period, provided that the amount of vacation pay equals or exceeds the following percentages of all earnings during the year of employment.

<u>Total Years of Employment</u>	<u>Minimum Vacation Pay</u>
Less than 6 years	4%
6 years or more	6%

Vacation pay entitlements to terminating employees are to be based on their normal vacation entitlement between May 1st and October 31st.

Upon termination, an employee shall be paid vacation pay on the basis of the above-mentioned percentage of gross earnings then owing in respect of any prior completed year of employment and either vacation pay based on total earnings since the last calendar year of employment if no vacation has been taken during the current vacation year, or where a portion of the vacation applicable to the current vacation year has been taken, a payment must equal the difference between vacation pay and the value of vacation time taken. Vacation pay received for unearned vacation may be recovered by the Bank at the time the employment terminates.

4. Vacations will as far as practical, be granted at times most desired by employees, but the final decision to allot vacation periods and to change such allotments is exclusively reserved to the Branch Manager or designated representative in order to ensure the orderly and efficient operation of the branch and the maintenance of a work force sufficient to do the necessary work. Each year's vacation entitlement must be completed separately and may not be added to a subsequent year's entitlement. Intervals between vacations should not be less than nine (9) months and not more than fifteen (15) months. Where circumstances require the interval between vacation entitlements to exceed fifteen (15) months, authorization must be obtained from Regional Office.
5. The Branch Manager shall prepare a vacation schedule for all employees in January each year. This may be reviewed and updated as required until all vacations have been completed. Employees may divide their vacation into more than one (1) period at the discretion of the Branch Manager or her designated representative. Where operational requirements permit and subject to the Manager's approval, up to five (5) days of vacation may be taken as individual days.
6. Part-time employees covered by this Collective Agreement shall receive the equivalent vacation entitlement to the full-time employees on a pro rata basis depending on the number of days per week on which the employee regularly works.

7. In determining length of service for vacation purposes, service with The Bank of Nova Scotia prior to the present term of employment shall be included. Previous years of regular part-time service with The Bank of Nova Scotia shall be fully included, regardless of the number of days worked per week during the previous years of service. However, three (3) full months' service must be completed in the Bank during the present term of employment before vacation may be taken.

ARTICLE 26: Duration of Agreement

1. The term of this Agreement is January 1, 2004, to December 31, 2004.
2. This Collective Agreement shall become effective from the 25th day of February and shall be binding and remain in effect until the 31st day of December, 2004, and shall be continued from year to year thereafter unless either party gives to the other notice in writing within the period of ninety (90) calendar days immediately preceding the expiry date of the Collective Agreement or any anniversary date in the event of any subsequent yearly extension of the contract that it desires to terminate, amend or revise the provisions of the Collective Agreement.
3. Where notice is given pursuant to section 2 above, the provisions of this Collective Agreement shall continue in force until a new Collective Agreement is signed or the right to strike or lock-out accrues, whichever first occurs.
4. Notwithstanding section 2 above, salaries shall be adjusted retroactively in accordance with the agreement of the parties for those employees in the bargaining unit on the 1st day of January.
5. The parties agree that they will attempt to meet no later than four (4) weeks after written notice is given.

Duration of Agreement

DATED this

day of

FOR THE BANK

FOR THE UNION

SCHEDULE "A"

Occupational Classification	Level	Minimum Rate			Maximum Rate		
		Annual	Bi-Weekly Rate*	Hourly Rate**	Annual	Bi-Weekly Rate*	Hourly Rate**
Senior Personal Banking Officer	A05	\$26,100	\$1,001.10	\$13.38	\$48,500	\$1,860.27	\$24.87
Customer Service Supervisor	A 04	\$21,800	\$836.16	\$11.18	\$40,400	\$1,549.59	\$20.72
Customer Support Representative	A 03	\$18,100	\$694.25	\$9.28	\$30,800	\$1,181.37	\$15.79
Customer Representative	A 03	\$18,100	\$694.25	\$9.28	\$30,800	\$1,181.37	\$15.79

* The Bi-Weekly rate is = Annual Salary/365X14
 The Hourly rate is = Annual
 ** Salary/1950

Schedule A\2004

SCHEDULE "B"

AUTHORIZATION FOR DEDUCTION

I,, hereby authorize The Bank of Nova Scotia to deduct from the salary due biweekly, an amount in lieu of and equivalent to the regular monthly Union dues as certified by the United Steelworkers of America, in accordance with its constitution, and to pay the amount deducted to a designated official of the said Union.

DATE

SIGNED

WITNESS

BANK (specify branch)

POSITION

SCHEDULE "C"

LETTER OF UNDERSTANDING

The United Steelworkers of America,

- and -

The Bank of Nova Scotia, Deep River Branch, Ontario

This is to confirm that the following shall apply for the duration of this agreement:

A temporary employee hired to perform bargaining unit work for a specified term will, after ninety (90) continuous calendar days, unless extended because of special circumstances and by mutual agreement between the parties, commence probation and fall within the scope of the agreement for the remainder of her term. The above does not apply to temporary employees replacing employees who are absent on maternity leave or child care leave.

Casual employees who perform bargaining unit work on an unspecified but regular basis on individual assignments, shall after 90 continuous calendar days, unless extended because of special circumstances and by mutual agreement between the parties, commence probation and fall within the scope of the agreement. Casual employees who work 40 or more hours per month shall be considered to have worked on a regular basis. The above does not apply to casual employees replacing employees who are absent on maternity leave or child care leave.

Terms and conditions of employment for Temporary and Casual employees, as defined above, are contained exclusively within Schedule D of this collective agreement.

Casuals and Temporary employees will be advised as to the date of the commencement of their probationary period and of Union dues deduction. The Union Steward will be advised in writing as to their date of entry into the bargaining unit.

SCHEDULE "D"

LETTER OF UNDERSTANDING

The United Steelworkers of America,

- and -

The Bank of Nova Scotia, Deep River Branch, Ontario

1. Upon fulfilling Schedule C, the following are the Articles of the Collective Agreement that apply to Casual/Temporary employees in the bargaining unit, Article 1, Article 2, Article 3, Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, Article 11, Article 12, Article 13, Article 14, Article 23, Article 26, Schedule A, Schedule B, Schedule C, Schedule D.

The following will apply in lieu of Article 10:

All employees shall be on probation for a period of 90 calendar days but not less than a total of 120 hours worked. Probation may be extended by the mutual agreement of both the parties for a further period.

2. The following are the Articles of the Collective Agreement that apply to Temporary employees in the bargaining unit, Article 15 and Article 17, section 1 (subject to the terms & conditions of the Letter of Offer).
3. Casuals and temporaries who become employees in the bargaining unit shall be subject to the following terms and conditions of employment:
 - i) Casual and temporary employees in the bargaining unit shall be considered for regular casual or temporary assignment prior to persons outside of the bargaining unit.
 - ii) Casual or temporary employees who notify the Bank between assignments in advance, may be

unavailable for a two-week period once per year, and for intermittent days when reasonably requested. Such requests will be reviewed and the final decision to grant and/or change such requests are exclusively reserved to the Branch Manager or designated representative in order to ensure the orderly and efficient operation of the branch and the maintenance of a work force sufficient to do the necessary work. Casuals and temporaries who are not available or fail to show up for an assignment following leave shall automatically cease to be an employee in the bargaining unit.

- iii) Casual and temporary employees shall cease to be employees in the bargaining unit
 - a) upon full-time employment elsewhere;
 - b) at the end of their assignment and when they have not been otherwise regularly assigned for 90 consecutive calendar days;
 - c) when, they cannot be contacted or decline assignment without reasonable cause;
 - d) when, they are rejected on probation or terminated for just cause.

The following is a Letter of Understanding not forming part of the collective agreement between The Bank Of Nova Scotia, Glendale Plaza, Deep River, Ontario Branch and The United Steelworkers Of America.

Deep River Branch shall, in accordance with Jobs Online, participate in the regional postings.

It is further understood that ARTICLE 19 - Job Classification Assignments continues to be applicable for permanent and full-time vacancies in the bargaining unit.

Letter Of Agreement

From: Bank of Nova Scotia

Hereinafter called the “Employer”

TO: UNITED STEELWORKERS OF AMERICA

Hereinafter called the “Union”

The parties agree that employees who are granted leave of absence without pay for Union business will have salary continuation by the Bank and the Union undertakes to fully reimburse the Bank.

Dated the _____ day of _____

FOR THE BANK

FOR THE UNION

Letter of Agreement

From: Bank of Nova Scotia (Bank)

To: United Steelworkers of America (Union)

The Bank and the Union agree that for the term of this Agreement, the current bank policy in relation to intermittent days and personal obligation days will apply.

DATED this _____ day of May, 2003

FOR The BANK

FOR THE UNION

Memorandum

To: Rob Henderson
Staff Representative
United Steel Workers of Canada

From: Gord Holmes
Branch Manager
Deep River Branch, Ontario

Date:

The authorized Union representative with adequate notice to the Branch Manager and subject to operational requirements may visit the Bank to conduct union business for a reasonable period of time for the purposes provided in the collective agreement.

Gord Holmes
Branch Manager
Deep River Branch

