

**JULY 17, 2007**

**SETTLEMENT COLLECTIVE AGREEMENT**

**TD CANADA TRUST**

**(“theEmployer”)**

**- and -**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL UNION (UNITE5  
STEELWORKERS)**

**(“the Union”)**

**13442 (02)**

**ARTICLE 1  
PURPOSE OF THE COLLECTIVE AGREEMENT**

- 1.1 This Agreement sets out the terms and conditions of employment for Employees in certain retail banking branches of the Employer, relating to hours of work, rates of pay, benefits, and other working conditions and provides a means for settling disputes.
- 1.2 The Union and the Employer agree that compensation is based upon a standardized performance system as set out herein. The Employer and the Union acknowledge that it is in their common interest that conditions supporting the growth and profitability of the business be in place. The parties will ensure overall performance, growth and profitability by recognizing the importance of customer service, personal performance, quality and productivity.

**ARTICLE 2  
INTERPRETATION AND DEFINITIONS**

**2.1 Definitions**

- (a) **“Employee”** shall mean any full time, part time or casual employee of the Employer who has successfully completed her probationary period and is covered by this Agreement.
- (b) **“Employer”** shall mean TD Canada Trust, the retail branch banking division of TD Bank Financial Group.
- (c) **“Full-Time Employee”** shall mean an Employee who is regularly scheduled to work 37.5 hours or more per week.
- (d) **“Part-Time Employee”** shall mean an Employee who is regularly scheduled to work less than 37.5 hours per week.
- A Part Time Employee only becomes a Full Time Employee when appointed as a successful candidate to a posted full time position.
- (e) **“Probationary Employee”** shall mean an employee of the Employer who has not completed her probationary period and is not therefore yet an Employee for this Agreement. The rights of Probationary Employees shall be as expressly indicated in this Agreement.
- (f) **“Casual Employee”** shall mean an Employee who has no regularly scheduled working hours but works on an on-call or irregular basis. As a condition of employment, Casual Employees must demonstrate an ongoing commitment to supporting the Full Time and Part Time work force.
- (g) **“Branch”** shall mean each defined physical work location in City of Greater Sudbury.

- (h) **“Manager”** shall mean a Branch Manager, a Manager of Customer Service, a Manager of Financial Service or a Sales Service Administrator with direct report employees or other Managerial positions.
- (i) **“Branch Manager”** shall mean the Branch Manager at the Branch or, at a branch where there is no Branch Manager, shall mean a Manager of Customer Service or Manager of Financial Services.
- (j) **“Positions”** shall mean the classifications set out in Schedule A to this Agreement.
- (k) **“Day”** shall mean calendar day, unless otherwise defined.
- (l) **“Union”** shall mean the certified bargaining agent, which is the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and includes all those authorized to speak or act on behalf of the Union including the Union Stewards and the Staff Representative.
- (m) **“Local”** shall mean Local 2020 of the Union.
- (n) **“Bargaining Unit”** shall mean the unit of employees in City of Greater Sudbury certified by the CIRB as represented by the Union.
- (o) **“Union President”** shall mean the President of the Union.
- (p) **“Staff Representative”** shall mean a full time Union employee.
- (q) **“Union Steward”** shall mean an employee properly selected pursuant to section 7.1 herein.
- (r) **“Unit Chair”** shall mean one (1) Union Steward who will be appointed by the Local to perform the duties prescribed by 7.9.

2.2 All reference to the female gender in this Agreement shall be read as applying to the male gender where the context would apply.

### **ARTICLE 3 UNION RECOGNITION**

3.1 In accordance with the decision of the Canada Industrial Relations Board dated March 29, 2005, the Union is the collective bargaining agent for the Retail Banking Employees in all Branches of TD Canada Trust in the City of Greater Sudbury.

3.2 Employees does not include Managers, persons above the rank of Manager, management trainees, agency personnel or employees in the Business Banking and Insurance Group (including TD Meloche Monnex), TD Waterhouse, TD Wealth Management or employees outside of retail branch banking (e.g. Financial Planners, Investment Advisors) nor employees having access to confidential information pertaining to labour relations.

- 3.3 Where a position not listed in Schedule "A" is introduced by the Employer within the geographic scope of the bargaining unit, 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 position to be included in the bargaining unit or not. Failing agreement, either party may request that the CIRB make a determination.
- 3.4 Following signing, the Employer will photocopy 5 copies of this agreement for distribution at each Branch and the Union will reimburse the Employer one half (1/2) of the cost of such copies.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.1 The Union recognizes and agrees that the management and the direction of the workforce in the branches is and shall remain solely and exclusively within the rights of the Employer, except as specifically limited by an express provision of this Agreement. The Union further recognizes and agrees that it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfill its commitments and responsibilities, to maintain and to enhance public confidence and to direct its employees to achieve the Employer's aim in such manner as the Employer determines, including the interests of its customers.
- 4.2 The Union and the Employer agree that this Agreement constitutes the entire agreement between the parties. There are no representations or practices made arising prior to this Agreement that affect the rights of the parties, save and except those specifically set out in this Agreement. It is understood that any plan, policy, practice or procedure of the Employer not expressly included in this Agreement is not part of this Agreement. Except as expressly provided for in this Agreement, the Employer has the right to create, implement, change, discontinue and apply plans, policies, practices and procedures in its sole discretion, including whether, where and how such plans, policies, practices and procedures shall be applied to the Employees and Probationary Employees.
- 4.3 The exercise of these rights by the Employer will not be done in a manner inconsistent with the express language and provisions of this Collective Agreement. If the Employer exercises these rights in a manner that conflicts with the express language or provisions of this Collective Agreement, such exercise shall be subject to the provisions of the grievance procedure.

#### **ARTICLE 5 NO STRIKE OR LOCKOUT**

- 5.1 During the term of this Agreement, the Union, the Employees and the Employer agree that neither of them nor their agents, officers, Stewards or representatives will authorize, call, condone, sanction, or participate in any strikes or lockouts.
- 5.2 Any such conduct or activities shall immediately cease and the parties will without delay take steps to ensure they cease and shall repudiate such conduct.

- 5.3 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.
- 5.4 For the purposes of section 5.1, an illegal strike includes any form of collective or concerted action hampering the efficient operations of the business of the Employer or service for its customers as defined by the Canada Labour Code.

## **ARTICLE 6 UNION DUES**

- 6.1 The Employer shall deduct an amount equal to Union dues on a bi-weekly basis from the wages of each Full Time Employee and on a monthly basis for each Part Time and Casual 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 Employer of the amount to be deducted.
- 6.2 All dues, initiation fees and assessments shall be remitted to the Union forthwith and, in any event, no later than fifteen (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, 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.
- 6.3 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, and
  - (b) A list of the names of all employees in the bargaining unit from whom no deductions have been made and reasons, and
  - (c) This information shall be sent to both Union addresses identified in section 6.2 in such form as shall be directed by the Union to the Employer.
- 6.4 The Union shall indemnify and save the Employer harmless against any and all claims or other forms of liability that may arise out of compliance with this Article.
- 6.5 The Employer, when preparing T-4 slips for the Employees, will enter the amount of Union dues paid by each employee during the respective tax year.
- 6.6 In the event Union dues are increased during the life of the Collective Agreement, the Employer shall be given thirty (30) calendar days notice in writing.
- 6.7 It is understood that wages for the purposes of the dues calculation under section 6.1, includes regular wages, overtime, vacation pay, holiday pay, and lump sum payments

including bonuses, incentive payments, performance pay. Where an employee takes a payout of variable benefit credits this amount will be subject to dues deduction as a lump sum payment.

## **ARTICLE 7 UNION REPRESENTATION**

- 7.1 The Employer, upon notification in writing from the Union, will recognize one (1) elected or appointed Employee at each Branch as the Union Steward for the purposes provided for in this Collective Agreement. The Union Steward will have completed the probationary period set out in this Collective Agreement. The Employer shall not be required to recognize any Employee as a Union Steward without advance notice in writing from the Union.
- 7.2 The Union acknowledges that the Union Steward has her regular work to perform on behalf of the Employer. Union business will occur outside of working hours except where a meeting is being held with the Employer or where the business takes a matter of moments and does not interrupt customer service. For such business there will be no loss of regular pay. Where the Union Steward wishes to have an unpaid leave to conduct Union business during working hours in excess of the time above, the Union Steward shall seek permission from the Branch Manager or her designated representative, providing 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. The Union Steward will not receive overtime pay as a result of carrying out Union business.
- 7.3 The Union may appoint bargaining representatives (to a maximum of three (3)) for the purpose of negotiating the renewal of this Collective Agreement. The bargaining representatives shall be Employees of the Employer who have completed the probationary period set out in this Collective Agreement. The Employer shall not be required to recognize any employee as a bargaining representative without notice in writing from the Union.
- The Employer will continue the pay of the bargaining committee of the Union for days spent in direct negotiations up to the date of the release of a report of the Conciliator and the Union will reimburse the Employer for all costs in excess of six (6) days per Employee.
- 7.4 Except as otherwise specifically provided in this Collective Agreement, all correspondence from the Employer to the Union arising out of this Collective Agreement shall be forwarded to the applicable Union Steward and to the Union Representative.
- 7.5 Except as otherwise specifically provided in this Collective Agreement, all correspondence from the Union to the Employer arising out of this Collective Agreement shall be forwarded to the Branch Manager and to Human Resources.
- 7.6 The Union may use the Employer's facsimile and telephone for occasional and local communications between the Union Representative and the Union Stewards, which relate

directly to the administration of this Collective Agreement. It is understood that such use should be minimized and, as with all Union business, should occur primarily outside of working hours. The Union agrees that its Union Stewards will not plan or use Bank premises for Union meetings except when it has express permission to do so.

7.7 (a) The Union and the Employees consent to the collection, use, retention and disclosure of such employment related information as is necessary for the administration and management of the employment relationship and this Collective Agreement, including the representation of Employees by the Union.

(b) The Employer agrees to make available to the Union, specific information as deemed necessary for the administration of this Collective Agreement.

(c) The Employer and the Union recognize that such information shall be retained only as long as necessary to fulfill employment relationship, administer the Collective Agreement and for legal requirements and both parties shall protect such information.

(d) The Employee is responsible to ensure personal information such as name, address, telephone number, beneficiaries & dependents, marital status is kept current in the Employer's records.

7.8 Where a Probationary Employee is hired, she will be introduced to her Steward at her Branch. The Probationary Employee will be informed of this article and, if she desires, the Steward will be released from work for twenty (20) minutes to meet with her. This will be scheduled at a time approved by the Manager.

7.9 The Local Union has a position of Unit Chair which has internal union responsibility. One (1) of the Stewards may also hold the position of Unit Chair if so selected by the Local and the Employer will recognize this individual as both Steward and Unit Chair. The Unit Chair will act as a resource for the other Stewards and may attend at Step 2 meetings between the Bank and the Union concerning grievances under section 9.4 and, where agreed, at meetings concerning the administration of this agreement. Nothing in this Article authorizes the Unit Chair to attend at any Branch. It is agreed that the Unit Chair will have the authority to bind the Union in all matters related to the administration of the collective agreement.

## **ARTICLE 8 HOURS OF WORK AND OVERTIME**

8.1 The normal work week for Full-Time Employees shall be thirty-seven and one half (37.5) hours worked per week and seven and one half (7.5) hours worked per day over five (5) days Monday to Sunday which is inclusive of any breaks but does not include the meal break.

8.2 Each Employee is required to arrive at the workplace at a time that will allow her to be at her work station, ready for work at the designated start time.

- 8.3 Full Time and Part Time Employees shall normally be given two (2) weeks advance notice of their shift schedules.
- 8.4 The stipulation of normal hours of work per week or per day shall not constitute any guarantee of any maximum or minimum number of hours per day or per week. It is, however, understood that Full Time and Part Time employees who are hired on the basis of a predetermined number of hours will, subject to the other Articles herein, be scheduled for these hours while in that Position.
- 8.5 Overtime pay for authorized hours worked by an Employee over eight (8) hours in a day or on a sixth (6<sup>th</sup>) day in a week (where the Employee has already worked in excess of thirty-seven and one half (37 ½) over the other five (5) days) shall be payable at the rate of one and one half times (1 ½) of the normal hourly base rate of the Employee. Where requested, overtime for the purposes of completing work underway, will be performed by the Employee assigned to the work. Overtime otherwise will be offered by seniority of Employees with the Position required firstly at the Branch and secondly within the Bargaining Unit. Where no Employee wishes to work overtime and work is required, the most junior employee in the required Position with the necessary skill and ability, will work the overtime.
- 8.6 The Employer shall determine when or if overtime is required. No overtime pay shall be paid unless the Employee receives prior authorization from the Employer to work overtime.
- 8.7 Employees working more than three (3) hours and less than five (5) hours are entitled to one (1) paid rest period which will be up to a maximum of fifteen (15) minutes and which will be scheduled by the Employer to meet customer and operational requirements.
- 8.8 Employees scheduled to work and who work in excess of five (5) consecutive hours shall be provided with a minimum thirty (30) minutes and up to one (1) hour for an unpaid meal break at a time scheduled by the Employer.
- 8.9 Where an Employee is called in for work on a day when she is not scheduled, the Employee shall be paid for not less than three (3) hours of work at the Employee's regular rate of wages. Subject to an Employee agreement approved by the Union, no Employee will be scheduled to work less than three (3) hours.
- 8.10 The nature of the role of the Financial Advisor and Small Business Advisor may require irregular distribution of the weekly hours of work for these Employees. An Advisor may agree with her Branch Manager to work on an individual flexible work arrangement and in such cases shall not be subject to the provisions of this Article except where expressly agreed.
- 8.11 There will be no compounding or pyramiding of overtime pay with holiday pay premiums, or other such premiums.
- 8.12 The Employer will, after each six month period, provide the Union with the approved overtime hours worked by the Employees.



**ARTICLE 9  
GRIEVANCE AND ARBITRATION**

9.1 Complaints

It is the mutual desire of the Employer 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 has given a reasonable opportunity to the Branch Manager or her designate to adjust matters which may be the subject of complaint. The Employee may be accompanied by a Union Steward or another Employee at her request.

9.2 Grievances

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 9.1.

The following procedures shall be adhered to in processing grievances:

Step No. 1

The grievor and the Union Steward shall present in writing within ten (10) working days from the date upon which the incident first occurred or when she ought reasonably to have been aware of the circumstances. The grievance shall be on a form approved by the Employer and the Union, shall contain the name of the grievor(s), the date upon which the grievance was prepared, the nature of the grievance and the date upon which it was alleged to have occurred or arisen, the article(s) of the Collective Agreement which the grievor alleges to have been violated, the remedy sought and the signature(s) of the grievor or grievors and the Union Steward. The Branch Manager or her designated representative shall reply giving her decision in writing within ten (10) working days following receipt of the grievance. The reply will be provided to the Union Steward.

Step No. 2

If the grievance is not satisfactorily resolved at Step No. 1, the grievance shall be presented by the grievor and the Union Steward in writing in accordance with the form set out in step no. 1 to the employer's designated Human Resources representative. The grievance shall be presented within ten (10) working days of receipt of the reply at Step No. 1. The Employer shall reply within ten (10) working days following receipt of the grievance. The reply will be provided to the Union Steward.

9.3 Discharge Grievance

A grievance alleging unjust discharge shall be submitted at Step No. 2. The Employee and the Union Steward shall present this grievance in the form set out in Step No. 1 above within five (5) working days of the date of discharge.

#### 9.4 Union and Employer grievance

The Employer may submit, at Step No. 2, a grievance to the Union within fifteen (15) working days from the date upon which the incident first occurred or when it ought reasonably to have been aware of the circumstances in the form specified in Step No. 1 of the grievance procedure.

The Union shall reply giving its decision within thirty (30) calendar 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 section 9.2. The grievance shall be filed at Step No. 2 of the grievance procedure within fifteen (15) working days from the date upon which the incident first occurred or when it ought reasonably to have been aware of the circumstances 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 Employer shall reply giving its decision within thirty (30) calendar days of receipt of the grievance.

9.5 All references to working days in this article mean Monday to Friday inclusive and shall be calculated to exclude Saturday, Sunday and paid holidays as designated in this Collective Agreement.

9.6 By mutual agreement in writing between the Employer and the Union, the time limits may be extended. 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 first occurred or when she ought reasonably to have been aware of the circumstances nor shall any arbitrator extend such timelines or take jurisdiction.

#### 9.7 Referral to Arbitration

Where a grievance is not resolved between the Employer and the Union, including any question as to whether a matter is arbitrable, and such difference has been properly carried through the grievance procedure, either of the parties may notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notice must be given in writing to the other party within thirty (30) days of the date of the written Step 2 response or the grievance will be deemed abandoned.

#### 9.8 ARBITRATION

The Parties agree to use a three (3) person panel for all Arbitrations except where both parties consent to the contrary in an individual circumstance. Each Party shall appoint its own Nominee to the Board and these Nominees shall select a Chairperson / Arbitrator. Each Party shall, within ten (10) days of the referral to Arbitration under Article 9.7 above, appoint its own Nominee to the Board and those Nominees shall select a Chairperson Arbitrator within twenty one (21) days of appointment. The hearing will be scheduled to commence within the following ninety (90) days.

The Arbitrators shall hear and determine the matter and shall issue a decision, which shall be final and binding upon the parties and upon any Employee affected by it. The Arbitrators shall not have any authority to alter or amend in any way the provisions of this Agreement, to substitute any new provisions in lieu thereof, to give any decision inconsistent with, or contrary to, the terms and conditions of this Agreement, or in any way modify, add to, or delete from any provision of this Agreement. This Agreement is the full agreement between the Parties and there are no representations, warranties or practices which form part of the Agreement or vary the Agreement that are not expressly contained herein. Each Party shall pay the costs of its own Nominee and the costs and expenses of the Chairperson / Arbitrator shall be borne equally by the parties.

## **ARTICLE 10 DISCIPLINE**

- 10.1 The Employer may discipline or discharge a Probationary Employee at its sole discretion provided such action is not motivated solely by bad faith on the part of the Employer and recognizing that such discipline or discharge is not subject to the grievance/arbitration procedure set out in this Agreement except where such bad faith can be proven. After an Employee successfully completes her probationary period, the Employer may discipline or discharge an Employee for just cause, subject to the rights to the grievance / arbitration procedure, including for breaches of the Employer's Code of Conduct.
- 10.2 Employees are in a position of trust and have access to confidential information about customers. Given this it is understood that Employees must conduct themselves with the utmost integrity. The Bank does not condone behaviour in violation of the Code of Conduct and, specifically, does not condone the offences under 10.3 below.
- 10.3 It is understood and agreed that the Employer may discharge an Employee for a breach of any of the offences on the list below and where the Employer clearly demonstrates to an arbitrator that there has been a breach, no arbitrator shall vary the penalty imposed. Nothing in this Article prevents an Employee from grieving such discharge and the Employer must prove the breach.
  - a. Bribery;
  - b. Theft from the Employer or any customer of the Employer;
  - c. Terrorism or support of terrorism;
  - d. Commission sharing with any other officer, employee, agent, director or broker who is not licensed or is not part of an approved commission sharing program;
  - e. Insider trading using material learned in the course of employment;
  - f. Falsifying records, financial statements or returns;
  - g. Money laundering or kiting or failing to report such activity where it is evident;
  - h. Distribution, possession or transmission of pornography, obscene or defamatory materials while at work or using the Employer's equipment.

- 10.4 When an Employee is disciplined or discharged the Employee will be offered the right to have a Union Steward or another Employee to attend at the discipline or discharge meeting. Where an Employee chooses to attend alone, she will sign an acknowledgement.
- 10.5 Where the Employer undertakes an investigation into an offence for which serious discipline may result, the affected Employee may request that a Steward or another Employee attend at any interview. That witness must be available, may not be a person who has any conflict or perceived conflict with the events being investigated or any other case involving the affected Employee and if she is at work at the time, the Employer will approve her release from duty. The witness may be required to sign a confidentiality agreement and it is understood that they will not interfere with the conduct of the investigation and any statements made will be treated as responses of the Employee.
- 10.6 The Employer's Corporate Security conduct investigations into offences involving customer data and financial dealings and integrity issues. It is agreed that where Corporate Security tapes an Employee interview, the Employer will, at the Union's request and subject to a confidentiality agreement, provide a copy of the transcript (edited to remove confidential customer information) and a copy of the tape recording.

#### **ARTICLE 11 NO DISCRIMINATION**

- 11.1 The Employer, the Employees and the Union agree to abide by the provisions of the *Canadian Human Rights Act* and it is agreed that there shall be no coercion, intimidation, discrimination or harassment by the Employer, the Union or the Employees as a result of membership, non membership, activity or non-activity in the Union.

#### **ARTICLE 12 BULLETIN BOARDS**

- 12.1 The Employer agrees to provide the Union with space for a bulletin board at each Branch and a second bulletin board at Commerce Centre. Notices that the Union wishes to post on its bulletin board are to be signed by a Union official and are to be submitted to and initialed as received by the Manager or her designate before being posted. The following types of notices may be posted:
- (i) Notice of Union elections
  - (ii) Nominations for Union elections
  - (iii) Results of Union elections
  - (iv) Notices of Union meetings
  - (v) Union Meeting minutes
  - (vi) Names and contact information of Union officers.

In no case will there be any political notices posted nor any material which is derogatory or disrespectful.

- 12.2 Except as otherwise specifically provided for in this Collective Agreement, there shall be no communication or distribution of any Union materials, written, or electronic, within the Employer's premises other than through such bulletin boards.

### **ARTICLE 13 SENIORITY**

- 13.1 Where the term Seniority is used in this Agreement it shall mean the length of time a person has been employed with the Employer (whether in Sudbury or in any other location), including all divisions of TD Bank Financial Group (including predecessor employers) from her last date of hire and shall be effective only upon completion of the probationary period in this Agreement.
- 13.2 All new Employees shall undergo a probationary period and shall have no seniority for the purposes of this agreement until completion. Once the probationary period is completed, seniority shall be retroactive in accordance with 13.1. Employees hired to work fifteen (15) hours or more per week shall serve a probationary period of ninety (90) calendar days. Employees hired to work less than fifteen (15) hours per week shall serve a probationary period of the lesser of one hundred and eighty (180) calendar days or 450 hours worked. Where a Probationary Employee is absent from work for any reason, the probationary period will be automatically extended by the number of days the Probationary Employee is absent from work during their probationary period so as to provide adequate opportunity to review performance in the job. The Union will be notified of any such extension. The Employer may extend the probationary period for up to an additional thirty (30) days in any circumstance where it has concerns about a Probationary Employee's suitability as an Employee.
- 13.3 The Union acknowledges that it is the exclusive function of the Employer to discipline or discharge probationary employees, provided such action is not motivated solely by bad faith on the part of the Employer and recognizing that such discipline or discharge is not subject to the grievance/arbitration procedure set out in this Agreement except where such bad faith can be proven.
- 13.4 The Employer shall maintain a seniority list setting out current Employee's last date of hire, as well as Position. The list shall be forwarded to the Union once every six (6) months.
- 13.5 An Employee shall lose her seniority and her employment shall be terminated if she:
- (i) voluntarily quits or resigns her employment, or
  - (ii) is discharged and is not reinstated through the Grievance Procedure, or
  - (iii) is absent from work for three (3) consecutive days or more without prior authorization or fails to contact the Employer for three (3) or more consecutive

days without a reason satisfactory to the Employer both for the absence and for the inability to contact the Employer, or

- (iv) retires or is retired according to the Employer's policy or the pension plan, or
- (v) overstays a permitted leave of absence without securing an extension of such leave of absence from the Employer prior to the expiry of the initial leave unless the Employee provides a reason satisfactory to the Employer for both the extension and for the inability to request the extension in advance, or
- (vi) is terminated and paid severance in accordance with this Agreement, or
- (vii) refuses to execute the annual attestation of the Guidelines of Conduct and General Regulations after being given written notice by a person in authority and a clear deadline and reference to this subarticle.

13.6 An Employee will continue to accrue seniority if she:

- (i) is on an approved leave of absence, or
- (ii) is away from work on an authorized sick leave.

13.7 Unless specified by the Employer in writing as a conflict of interest or unless it otherwise interferes with her work, Employees shall not be restricted from engaging in other employment outside the hours of work.

#### **ARTICLE 14 JOB POSTING**

14.1 All job vacancies within the Bargaining Unit which the Employer decides to fill will be posted by the Employer on the online internal job posting system. This includes both temporary and full time vacancies.

14.2 Employees having one (1) year of service in their current Position and who have the required skills, abilities and qualifications for the vacancy are eligible to apply. Where performance is assessed as Improvement Required, she is not eligible to apply for a posting without her Manager's approval.

14.3 The Employer will consider applications from within and outside of the bargaining unit for job vacancies on the basis of the following factors: skill, ability and qualifications and where all else is equal, seniority is the deciding factor. In assessing skill and ability, the Employer will consider work experience, job knowledge, performance, and communication / service / administrative and/or sales competencies and aptitude for the position.

Performance is an assessment of an Employee's ability to meet established accountabilities, expectations or objectives. Employees will be provided access to an annual accountability outline for the Position.

- 14.4 Postings, promotions, transfers and / or assignments to any positions outside of the Bargaining Unit are not covered by this Collective Agreement.
- 14.5 It is recognized that the Employer may have specific diversity targets and other Employment Equity considerations, which will override the job posting process. Where such occurs the Employer will inform the Union.
- 14.6 An Employee who is on an approved leave of absence may indicate in writing what Positions she is interested in being considered for prior to going on leave.

## **ARTICLE 15 REDUCTION OF WORKFORCE**

- 15.1 If the Employer decides to reduce the workforce, the following process will be followed:
  - (a) Agency personnel working in the affected Position will be released first;
  - (b) Probationary Employees in the affected Position will be terminated;
  - (c) Casual Employees in the affected Position will be terminated by seniority;
  - (d) Thereafter, Employees in the affected Position will be terminated based upon a combination of skill and ability (as described in 14.3) and length of service. Where skill and ability is equal, the Employee with less seniority will be terminated first.
- 15.2 No termination of employment as in 15.1(d) will take place without thirty (30) days' concurrent notice (or pay in lieu of notice) to the Employee and the Union. Where practicable, the Employer will provide longer notice of up to sixty (60) days. Severance, which shall be in excess of the notice above, shall be provided and paid (less statutory deductions) based on two and one half (2 1/2) weeks normal earnings for each completed year of service from the last date of hire with a minimum combined notice and severance of three (3) months for Employees with less than ten (10) years of completed service. Employees with more than five (5) years of completed service shall have their severance based on three (3) weeks normal earnings for each completed year of service from the last date of hire. Employees with more than ten (10) years of completed service shall have their severance based on three and one half (3 1/2) weeks normal earnings for each completed year of service from the last date of hire. Normal earnings shall be determined by calculating the Employee's average weekly pay for the preceding six (6) weeks.
- 15.3 The Employer will consider the use of attrition in making workforce reductions and during the section 15.2 period will consider applications for relocation for any other employees whose removal from the unit would prevent the workforce reduction. The Employer will also consider relocation and retraining where affected Employees express a willingness during the notice period and have the skill, ability, and capacity and the Employer has the operational need.

**ARTICLE 16  
PAID HOLIDAYS**

- 16.1 The following days shall be considered as paid holidays and compensated as set out below:
- (a) January 1 - New Year's Day
  - (b) Good Friday
  - (c) Victoria Day
  - (d) July 1 – Canada Day
  - (e) August 1 – Civic Holiday
  - (f) Labour Day
  - (g) Thanksgiving
  - (h) November 11 - Remembrance Day
  - (i) December 25 – Christmas Day
  - (j) December 26 – Boxing Day
- 16.2 If a paid holiday falls on a Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday (and Tuesday where applicable), as the Employer may determine, unless applicable legislation provides otherwise.
- 16.3 Full time Employees are entitled to holiday pay as follows:
- (a) the Employee has worked for at least thirty (30) days for the Employer; and
  - (b) the Employee has worked (including Vacation, Paid Leave or a prescheduled and approved unpaid leave of less than ten (10) days) at least fifteen (15) days during the thirty (30) calendar days that fall immediately before the paid holiday.
  - (c) However, if the Employee did not work fifteen (15) days in this qualifying period, the Employee will instead be entitled to holiday pay be paid as 1/20<sup>th</sup> of their total earnings during the thirty (30) calendar days that fall immediately before the paid holiday.
- 16.4 If a holiday falls on a day the Full-Time Employee would not normally work and the Employer has not substituted an alternate day and Article 16.2 does not apply, the Full Time Employee will receive another day off with pay at some other time as determined by the Employer and convenient to the Employee.
- 16.5 Part-Time Employees are entitled to holiday pay as follows:
- (a) the Employee has worked for at least thirty (30) days for the Employer; and



(b) If the Part-time Employee has worked less than fifteen (15) of the preceding thirty (30) days, the appropriate holiday pay will be 1/20<sup>th</sup> of the total normal earnings (excluding overtime and any premium pay) for that thirty (30) day period; or

(c) If the Part-time Employee has worked fifteen (15) or more days of the preceding thirty (30) days, the appropriate holiday pay will be the greater of;

(i) The average daily pay (excluding overtime and any premium pay) for the preceding thirty (30) days, based on the actual number of days worked in that period, or

(ii) The average daily earnings (excluding overtime and any premium pay) for the same weekday for the previous six (6) week period.

16.6 If the Employee is required to work on a paid holiday, the Employee will be paid her regular wages and one and one half (1.5) times her regular wages for hours worked.

16.7 For the purposes of calculating overtime pay for an Employee for a week which includes a paid holiday, seven and one half (7.5) hours are deducted from the thirty seven and one half (37.5) hours so that any hours worked on the sixth day in excess of thirty (30) hours worked are considered overtime.

## ARTICLE 17 VACATION

17.1 Employees will earn vacation time and vacation pay as set out below.

(a) Employees earn vacation time and vacation pay monthly from January 1<sup>st</sup> to December 31<sup>st</sup> up to their maximum annual entitlement based upon their completed years of service since most recent date of hire as described below.

(b) Full-Time Employees

Anniversary Year	Full time Employees Band 1-5		Full Time Employees Band 6-8	
	# of Days	Hour Equivalent	# of Days	Hour Equivalent
1 <sup>st</sup> and 2 <sup>nd</sup>	11	82.50	15	112.50
3 <sup>rd</sup> and 4 <sup>th</sup>	15	112.50	15	112.50
5 <sup>th</sup> and 6 <sup>th</sup>	15	112.50	20	150
7 <sup>th</sup> and 8 <sup>th</sup>	16	120	20	150
9 <sup>th</sup> through 18 <sup>th</sup>	20	150	20	150
19 <sup>th</sup> and above	25	187.50	25	187.50

- (c) Maximum vacation earned entitlement for Part-Time Employees will be based upon the equivalent full time annual vacation entitlement in hours multiplied by the Employee's Benefit Hours divided by thirty-seven and one-half (37.5) hours. Benefit Hours means the average actual hours worked in the previous fiscal year.
  - (d) For new Employees, maximum vacation entitlement is prorated for their first year of employment.
- 17.2 Employees who are eligible to take paid vacation must take it in the calendar year in which it is earned prior to December 31<sup>st</sup>, and no vacation may be carried forward into subsequent calendar years. In unusual circumstances and as approved by the Employer, an Employee who is unable to take all her vacation by December 31<sup>st</sup>, the Employee will be paid vacation pay to the lesser of the unused portion of vacation or the statutory vacation pay as outlined in Division IV, Section 184 of Part 3 of the Canada Labour Code.
- 17.3 Employees are required to take at least five (5) consecutive business days off once per year. Employees entitled to more than three (3) weeks vacation may take their full vacation entitlement at one time (e.g. four (4) or five (5) weeks together) once every five (5) years.
- 17.4 In establishing the vacation schedule which Employees will complete in accordance with 17.7 below, the Employer will determine its staffing requirements based on business, customer and operational needs.
- 17.5 Casual and Part-Time Employees with Benefit Hours which are less than 7.5 hours per week do not receive vacation time, but receive vacation pay as follows:
- (a) less than six (6) years of service: four percent (4%) of earnings for the pay period;
  - (b) six (6) years or more of service: six percent (6%) of earnings for the pay period.
- Vacation pay is paid with such Employee's bi-weekly pay.
- 17.6 Vacation schedules within each Branch shall be completed by March 1 each calendar year for vacation entitlement within that calendar year (January 1 - December 31).
- 17.7 Vacations will be scheduled by seniority, on a vacation schedule circulated to and completed only by full time and part time employees eligible under 17.5 above (excluding casuals), in the following manner:
- (a) The most senior employee, limited to one person per Position is entitled in that year to take her full vacation at one time pursuant to article 17.3 shall book her vacation if she so desires.
  - (b) The schedule will then passed to each Employee, in order of seniority and up to two (2) weeks may be scheduled in the first round. Employees may choose not to book two (2) weeks in that round and may instead book in the second round.

- (c) In the second round Employees may book any remaining vacation in order of seniority.
- 17.8 After the March 1 schedule has been completed, the Employer will try to accommodate any remaining Employee vacation requests or any vacation changes depending on business, customer, operational requirements including the vacation schedules and requests of other Employees.
- 17.9 The Employer will advance Employees vacation time and vacation pay against expected earnings in the calendar year and if the Employee does not earn the full entitlement it is agreed that an adjustment will be made to her next years entitlement or, in the case of a departing employee, a reconciliation deduction will be made from a final paycheque.

**ARTICLE 18  
PAID LEAVES OF ABSENCE**

18.1 Requests

Except in the case of an emergency, all leave requests must be made in writing to the Branch Manager on the form provided by the Employer for that purpose.

18.2 Bereavement Leave

(i) 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 Employer is open to the public immediately following the day of death. If the Employee is on Vacation or other Paid Leave and suffers a bereavement, the days will be re-coded as bereavement.

(ii) Every Employee who is entitled to bereavement leave 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.

(iii) An Employee may be granted further reasonable leave without pay, to a maximum of three (3) days at the discretion of the Employer, where circumstances so require. The Employee should apply to the Branch Manager as soon as possible, spelling out the length of leave requested. Such leave shall not be unreasonably withheld.

(iv) 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 Employer.

(v) 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, soddaughter-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.

18.3 Jury and Witness Duty

Where an Employee is summoned to and reports for jury duty or is subpoenaed or summoned to attend and reports as a Crown or a Defence witness or in any Court proceeding on behalf of the Employer or arising out of her employment on a day which she would otherwise have been scheduled to work, she shall notify her Branch Manager and will then receive leave from the Branch Manager at her regular rate of pay for her scheduled working days; 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 with a leave request. 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 Employee will keep the Branch Manager advised of the status of the leave on a daily basis. The Employer 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 Employer during her regular hours of work and not later than one (1) hour prior to the time at which the Branch will close to the public. No Employee summoned or subpoenaed by or on behalf of the Union will be eligible under this provision.

18.4 Employees in the bargaining unit will be provided with Family Care, Education Leave, Convocation Leave and Citizenship Leave as provided for in the Employer's policies applicable to employees outside of the Bargaining Unit.

18.5 During a paid leave of absence an Employee's position will be held and she will be returned to her former Position at the end of the leave. If the Employee's position is eliminated during the leave, the Employee will be treated as all other Employees in accordance with Article 15 – Reduction of Workforce or Article 20 – Technological Change and Training, whichever applies.

**ARTICLE 19  
HEALTH AND SAFETY**

19.1 The Employer shall make all reasonable provisions to protect the health and safety of Employees during working hours, as prescribed in the *Canada Labour Code*. The Union acknowledges its responsibility and that of the employees to cooperate in maintenance of a safe and healthy workplace and to cooperate with the Bank's rules in this regard. Part II of the Canada Labour Code will be made available to employees.

**ARTICLE 20  
TECHNOLOGICAL CHANGE AND TRAINING**

20.1 Prior to the implementation of a technological change that will directly result in a termination of a Full Time or Part Time Employee, the Employer will provide Employees to be affected and the Union with ninety (90) calendar days notice in writing. "Technological change" means:

- (a) the introduction by the Employer into its work, undertaking or business of equipment or technology of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; and
- (b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or technology; and does not include
- (c) mere changes in job functions or changes independent of the introduction of technology or the introduction of technology where there is no direct impact on the employment security of Employees in the bargaining unit.

Notice of a technological change will contain the following information:

- (a) The nature of the change(s);
- (b) The anticipated date(s) on which the Employer plans to effect the change(s);
- (c) The number(s) of employees likely to be directly affected.

- 20.2 An Employee who is assigned by the Employer to work with the new technology shall receive a period of training or familiarization of such nature and duration as the Employer, in its discretion, considers necessary and sufficient. Where, as determined by the Employer, the Employee is not retrained, does not satisfactorily complete training for any reason or cannot meet job requirements upon completion of the training or familiarization period, the Employer shall offer to meet with the affected Employee and, if the Employee wishes, she may be accompanied by a Union Steward to discuss practical ways and means of minimizing the adverse effect on the Employee including relocation, transfer, reclassification or other measures as may be advisable. Where the Employer does not have a role for the Employee, she shall be subject to a workforce reduction.
- 20.3 Where a Position is reclassified downwards due to a technological change or upgrading of equipment, affected Employees will, following such reclassification, elect either to be paid in accordance with her new Position or may accept termination and severance in accordance with Article 15.2. Where she accepts reclassification and her present wage rate is greater than the maximum wage rate paid in the new Position, her wage rate for work in the new Position shall be frozen for two (2) years. After two years the Employee will be paid at the lesser of her current rate or the top rate of the new Position.
- 20.4 It is hereby agreed that sections 52, 54, and 55 of the *Canada Labour Code*, Part 1, do not apply to the Employer and the Union.

## **ARTICLE 21 HEALTH AND WELFARE BENEFITS**

- 21.1 The Employer may, at any time, engage a carrier or change a carrier of Benefits which may result in minor amendments to the Benefits to reflect the new carrier's standard policy.
- 21.2 The Employer's only obligation under this collective agreement is to pay its portions of premiums contracted for, and the Employer shall not be considered to be an insurer with

respect to any Benefits. All matters regarding Benefits including but not limited to eligibility for, payment of, and/or interpretation of insured Benefits shall be determined solely by the insurers, and is therefore not grievable or arbitrable under this Agreement.

- 21.3 The Union and the eligible employees shall be provided with the Bank's 2007 benefit booklet (or electronic version thereof). Employees who are eligible pursuant to that booklet will be entitled to participate in the benefits program under the terms and conditions contained within that document, including applicable credits, variable credits, contingent credits, benefit options and premiums and deductions. If there is any question as to eligibility it will be addressed to the insurer whose decision will be final.

Where the Bank makes changes (positive or negative) to the 2008 benefit plan which it provides to other similarly situated employees, a revised 2008 benefit booklet will be provided and the plan will apply. Employees who are eligible pursuant to that booklet will be entitled to participate in the benefits program under the terms and conditions contained within that document, including applicable credits, variable credits, contingent credits, benefit options and premiums and deductions. If there is any question as to eligibility it will be addressed to the insurer whose decision will be final.

- 21.4 Any medical or dental benefit plan changes (positive or negative) implemented prior to January 15, 2009 for other similarly situated employees of the Employer will also apply to Employees in this unit.

## **ARTICLE 22 PENSION**

- 22.1 The Employer will, through the Pension Fund Society, maintain the existing Defined Benefit Pension as provided for other similarly situated employees of the Employer for those eligible Employees within the Bargaining Unit.
- 22.2 If the Pension Fund Society offers any opportunity to purchase past service during the term of this Agreement it will be offered to Employees in this unit on the same terms as provided for other similarly situated employees of the Employer. Should such an opportunity be announced, the Employer will inform the Union so that it may advise Employees in any purchase decision.

## **ARTICLE 23 RATES OF PAY**

- 23.1 The Salary Levels and basic hourly rate for each Job Classification in the bargaining unit are as set out in Schedule "A". Rates of Pay within the Salary Levels are established by the Employer based on performance in accordance with the applicable Schedule "B" Merit Grids.
- 23.2 Employees will receive one (1) annual performance review for each of 2006 and 2007, and wage increases for 2007 and 2008, if any, are provided as merit increases under Schedule B based upon the results of their annual assessment of performance and their position within the Salary Level. Subject only to the express language of this Article, individual performance assessments are made by the Employer under the authority of

Article 4 – Management Rights and, as such, individual performance assessments conducted in accordance with Articles 23.5, 23.6 and 23.7 will not be subject to the grievance or arbitration procedure. The Employer will offer Employees quarterly focused coaching sessions. Managers may also conduct mid-year or interim reviews and / or hold coaching or performance update sessions as required although these will not result in increases in base pay.

- 23.3 Increases to base salary cannot bring the salary above the maximum established for the Position and the performance level. An Employee already above the maximum based on a previous rating shall retain this higher pay rate.
- 23.4 The Employer's annual assessment of performance for Employees in the bargaining unit will be conducted using the same forms as for other similarly situated employees of the Bank.
- 23.5 Employees will be provided access annually to an outline of established accountabilities, expectations or objectives. It is understood that the accountabilities will be defined for each Position with weighted values.
- 23.6 It is agreed that in determining the annual assessments of performance the Employer will assess based on accountabilities, objectives or expectations that were known to Employees either through the initial outline or through other express direction during the year.
- 23.7 Where an Employee agrees that her annual assessment of performance was based on established accountabilities, objectives or expectations, and yet does not agree with her performance assessment, she may establish a follow up meeting with her immediate Manager and/or Human Resources to discuss the specifics of the assessment. Prior to the meeting, the Employee will indicate the areas of the review that she does not agree with and will provide any relevant documentation. The Employee may have a Union Steward if she wishes at the meeting. At this meeting there will be an open and objective discussion of the Employee's performance and of the annual assessment of performance and the parties should attempt to reach a mutual agreement. Where there is no agreement, she may request a meeting with the next level Manager and follow through the same process until a final determination is made by the District Vice President.

#### **ARTICLE 24 ACTING ALLOWANCE / TEMPORARY PROMOTIONS**

- 24.1 Where the Employer determines that it has a vacancy of a temporary nature that requires filling and which is expected to be vacant for three (3) months or more it will post this Position. The Employer will select the Employee to temporarily fill the Position based on the factors in 14.3.
- 24.2 An Employee who is requested to temporarily assume the full duties associated with a Position at a higher salary level, will receive an appropriate supplement to normal pay, based on the relative position of their current salary level to the higher salary level. At no time will the aggregate of the current Salary level and the supplemental amount exceed

the maximum salary level of the higher Position. Such supplemental amount will be effective immediately following ten (10) consecutive days on the higher Position.

- 24.3 On completion of a temporary assignment, the supplemental pay amount will be removed effective the last day of the temporary assignment and the Employee will be returned to her position prior to the temporary promotion.

## **ARTICLE 25 UNPAID LEAVES OF ABSENCE**

### 25.1 Requests / Administration

(i) All requests for leaves shall be in writing on the form supplied by the Employer for that purpose. Requests for any leave must be provided at least two (2) weeks in advance, except in emergency situations. In the case of Maternity, Adoption and Parental leaves, the request/notice must be made four (4) weeks in advance and the Employee must also give eight (8) weeks notice of intention to return and establish a return to work date at least four (4) weeks in advance of the return.

(ii) Any Employee requesting a Leave of Absence (excluding Parental Leave) must be an active Employee.

(iii) Part-time Employees under 25.4, 25.5 and 25.6 below means those Part-time Employees who work in excess of fifteen hours a week on average. Health and Dental benefits will continue during such leaves save and except for Short Term Disability benefits.

(iv) An Employee who is on an approved unpaid leave will have their Benefit program and all related employee contributions continue for the duration of the leave. While the premiums for any optional coverage for Short Term Disability (STD) will also continue, basic STD coverage will be suspended for the duration of the leave. The Employee may elect to continue or suspend her participation in any of the Employee Savings Plan, FutureBuilder or the Pension Fund Society. Participation in the Pension Enhancement Account will be suspended for the duration of the leave. Any participation in an incentive compensation plan, will not continue during a leave of absence.

(v) During a temporary unpaid leave of absence (except where expressly stated otherwise) an Employee's position will be held and she will be returned to her former Position at the end of the leave. If the Employee's position is eliminated during the leave, the Employee will be treated as all other Employees in accordance with Article 15 – Reduction of Workforce or Article 20 – Technological Change and Training, whichever applies.

### 25.2 Personal Leaves

Every Full-time and Part-time Employee who is performing at a satisfactory or better performance level, is entitled to request up to five (5) unpaid days per calendar year for personal reasons. These days may be taken at once or individually, but prior approval is required. The Employee should apply as soon as possible, spelling out the length of leave requested. The Branch Manager will assess the request relative to customer service and



operational requirements. Unused days cannot be carried into the following calendar year.

25.3 Extended Personal Leaves

Full and Part Time Employees with at least one year of service who are performing at satisfactory or better performance level may request an unpaid leave of absence of at least one (1) month and no more than twelve (12) months in duration. This leave is for personal reasons and may not be used to work elsewhere or earn replacement income. This leave may not be taken in conjunction with any other leaves so as to extend any absence beyond twelve (12) months. The Employer may grant such leaves in its sole discretion. No Paid Holidays will accrue while an Employee is on Leave, no Vacation entitlement will be earned and Vacation pay will be prorated for the portion of the calendar year the Employee was at work. Further it is understood that following such leave the Employer will attempt to return the Employee to her former Position if there is an opening or make an effort to place her in any other appropriate vacancy. If there is no available Position or if the Employee chooses not to return, then employment and seniority will cease on the last day of the scheduled leave and there shall be no severance or notice.

25.4 Maternity Leave

(i) Full-time and Part-time Employees who become birth mothers shall be eligible for up to seventeen (17) consecutive weeks of unpaid leave beginning not sooner than eleven (11) weeks before the medically expected due date and not later than the date of the baby's birth. The leave shall end no sooner than six (6) weeks after the delivery date and not later than seventeen (17) weeks after the actual date of birth. No Paid Holidays will accrue while an Employee is on Maternity Leave and Vacation entitlement and Vacation pay will be prorated for the portion of the calendar year the Employee was at work.

(ii) The Employer will provide a supplementary Employment Insurance (E.I.), maternity leave "top-up" benefit for the six (6) week period immediately following the birth to a Full-time Employee or a Part-time Employee who on average work fifteen (15) hours or more per week, who applies for and is entitled to E.I. benefits and provides the E.I. proof of payment. This benefit combined with E.I. benefits, will not exceed 100% of normal weekly earnings.

25.5 Adoption Leave

A Full-time or Part-time Employee who becomes a mother or a father by legal adoption shall be eligible for up to eleven (11) consecutive weeks of unpaid leave beginning when the child first comes into the Employee's care and custody and the leave shall end no later than eleven (11) weeks after the child comes into the care and custody of the Employee. If both parents are Employees of the Employer, only one parent may exercise the leave. No Paid Holidays will accrue while an Employee is on Adoption Leave and Vacation entitlement and Vacation pay will be prorated for the portion of the calendar year the Employee was at work.

25.6 Parental Leave

A Full-time or Part-time Employee who becomes a mother or a father by birth or by legal adoption shall be eligible for up to thirty five (35) consecutive weeks of unpaid leave, which must begin immediately following completion of Maternity Leave or Adoption

Leave and ending no later than fifty two (52) weeks after the actual date of birth or in the case of adoption, the day the child came into care and custody of the Employee. If both parents are Employees of the Employer, only one parent may exercise the leave although the leave may be shared among the parents for a combined maximum of thirty-five (35) weeks. In such a case, the leave must be in two consecutive periods and appropriate notice must be provided for both start and end dates. No Paid Holidays will accrue while an Employee is on Parental Leave and Vacation entitlement and Vacation pay will be prorated for the portion of the calendar year the Employee was at work.

25.7 Reserve Forces Leave

Employees who are members of the Reserve Forces and who are performing at a satisfactory level or better, may request an unpaid leave of up to a maximum of ten (10) days per calendar year where she is required to attend at a training program. Unused days cannot be carried into the following calendar year.

25.8 Temporary Life Interruption Leave

An Employee who has a satisfactory level of performance may request one temporary unpaid leave of absence for unusual and non-recurring circumstances. Such leave shall not exceed one (1) month. The Branch Manager will assess the request relative to customer service and operational requirements. No Paid Holidays will accrue while an Employee is on Leave and Vacation entitlement and Vacation pay will be prorated for the portion of the calendar year the Employee was at work.

25.9 Compassionate Care Leave

An Employee may request an unpaid leave of absence to provide care or support to a spouse (including common-law), child or parent who is gravely ill with significant risk of death within twenty-six (26) weeks. Such leave shall not exceed eight (8) weeks. A medical certificate will need to be provided confirming the serious medical condition and the need for the Employee's support. No Paid Holidays will accrue while an Employee is on Leave and Vacation entitlement and Vacation pay will be prorated for the portion of the calendar year the Employee was at work.

25.10 Union Leave

Where a leave may be granted without operational interference, the Employer will grant up to two (2) union delegates at any one time an unpaid leave of absence to participate in union meetings, conferences and training. Such leaves must be requested sixteen (16) days in advance and no more than one (1) Employee in any one Branch shall be absent at the same time. The total cumulative duration of such leaves shall not exceed forty (40) days in any calendar year and partial days will be counted as a day taken.

25.11 Other Leaves

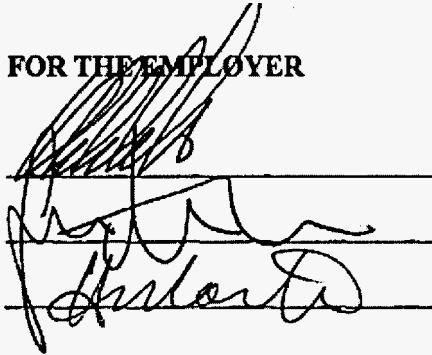
Leaves for religious observance, political activity and public office will be made available and managed by the Employer in accordance with its policies as may be amended from time to time.

**ARTICLE 26  
TERM OF AGREEMENT**

This Agreement is not a voluntary recognition agreement and is subject to any CIRB decision on bargaining rights. This Agreement covers the period from the expiry of the first collective agreement, becoming effective as of the date of ratification and shall continue in effect until January 15, 2009 or until the parties are in a legal strike/lockout position under the *Canada Labour Code*. No provision in this Agreement is retroactive (save for the Letter of Understanding on retroactive pay adjustments). Not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the expiration of this Agreement, either party may notify the other of its desire to negotiate amendments and both parties shall thereupon enter into negotiations for a renewal of this Agreement.

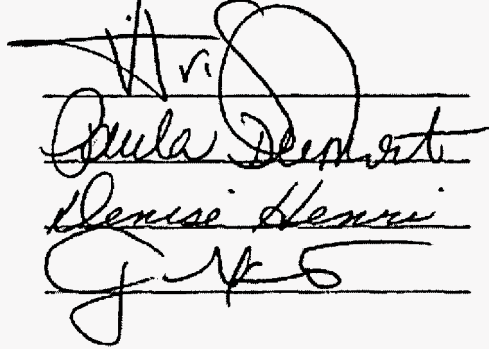
IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_\_  
\_\_\_\_\_ day of July, 2007.

**FOR THE EMPLOYER**



Handwritten signature of the employer, consisting of a large, stylized initial 'A' followed by a surname, written over three horizontal lines.

**FOR THE UNION**



Handwritten signature of the union representative, consisting of a large, stylized initial 'W' followed by a surname, written over three horizontal lines.

UNION REPRESENTATIVE

**SCHEDULE A  
January 2007 Salary Levels**

Position	Minimum		Maximum for Quality Solid Performance		Maximum for Quality High or Exceptional Performance	
	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
Customer Service Representative	\$21,150	\$10.82	\$27,750	\$14.19	\$31,750	\$16.24
Customer Service Officer; Customer Relations Coordinator; Sales & Service Administrator (1)	\$24,600	\$12.58	\$32,300	\$16.52	\$36,900	\$18.87
Financial Services Representative, Sales & Service Administrator (2)	\$28,300	\$14.47	\$37,150	\$19.00	\$42,500	\$21.74
Financial Advisor	\$37,050	\$18.95	\$48,600	\$24.85	\$55,550	\$28.41
Small Business Advisor	\$47,900	\$24.50	\$62,850	\$32.14	\$71,800	\$36.72

(1) SSA reporting to a Sales & Service Admin Supervisor; Manager, Customer Service; or Manager, Financial Services

(2) SSA reporting to a Branch Manager

**SCHEDULE "B"  
January 1 2007 MERIT GRID**

2006 Performance Rating	Current Salary is below Maximum for Quality Solid on Schedule A			Current Salary is at or above Maximum Quality Solid on Schedule A		
	Minimum*	Mid-point*	Maximum*	Minimum*	Mid-point*	Maximum*
Developing	0%	2.50%	3.10%	0%	0%	0%
Exceptional	4.40%	5.50%	6.10%	3.75%	4.60%	5.50%
Quality High	3.30%	4.10%	4.60%	2.50%	3.30%	3.85%
Quality Solid	2.20%	2.50%	3.10%	0%	0%	0%
Improvement Required	0%	0%	0%	0%	0%	0%
			++			++

\* Percentage is applied to the Control of the respective Position level.

++ Increases were capped so as not to exceed the Maximum for their performance rating under Schedule A.

In all wage adjustments under this agreement it is understood that inactive Employees, employed and absent will have their rate reviewed upon return to active work and will receive any appropriate adjustment based on position and performance by reference to Article 23.2 and Schedule A and B in the Collective Agreement.

**SCHEDULE "C"**  
**Post Ratification / July 30, 2007 Salary Levels**

Position	Minimum		Mid-point		Maximum	
	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
Customer Service Representative	\$21,900	\$11.20	\$27,400	\$14.01	\$32,900	\$16.83
Customer Service Officer; Customer Relations Coordinator, Sales & Service Administrator (1)	\$25,400	\$12.99	\$31,750	\$16.24	\$38,100	\$19.48
Financial Services Representative, Sales & Service Administrator (2)	\$29,300	\$14.98	\$36,600	\$18.72	\$43,900	\$22.45
Financial Advisor	\$37,800	\$19.33	\$47,250	\$24.16	\$56,700	\$29.00
Small Business Advisor	\$47,900	\$24.50	\$59,850	\$30.61	\$71,800	\$36.72

- (1) SSA reporting to a Sales & Service Admin Supervisor; Manager, Customer Service; or Manager, Financial Services
- (2) SSA reporting to a Branch Manager

**SCHEDULE "D"**  
**July 30, 2007 MERIT GRID**

<b>2006 Performance Rating</b>	<b>Where salary is less than 105% of the mid point of the salary level</b>			<b>Where salary is 105% to less than 120% of the mid point of the salary level</b>		
	Minimum*	Mid-point*	Maximum*	Minimum*	Mid-point*	Maximum*
Developing	0%	2.50%	3.10%	0%	2.50%	3.10%
Exceptional	4.40%	5.50%	6.10%	3.75%	4.60%	5.50%
Quality High	3.30%	4.10%	4.60%	2.50%	3.30%	3.85%
Quality Solid	2.20%	2.50%	3.10%	2.20%	2.50%	3.10%
Improvement Required	0%	0%	0%	0%	0%	0%

\*Percentage is applied to the mid point of the respective Position salary level.

The Employer also implemented a mid year 2007 salary adjustment based on a merit process having regard to performance and position for all active Employees. This adjustment will be implemented effective July 30, 2007 and is based on Schedule C and Schedule D save and except that no current CSR's will receive a minimum hourly rate of less than twelve dollars (\$12.00).

**SCHEDULE "E"  
January 2008 Salary Levels**

Position	Minimum		Mid-point		Maximum	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Customer Service Representative	\$21,900	\$11.20	\$27,400	\$14.01	\$32,900	\$16.83
Customer Service Officer, Customer Relations Coordinator; Sales & Service Administrator (1)	\$25,400	\$12.99	\$31,750	\$16.24	\$38,100	\$19.48
Financial Services Representative, Safes & Service Administrator (2)	\$29,300	\$14.98	\$36,600	\$18.72	\$43,900	\$22.45
Advisor	\$37,800	\$19.33	\$47,250	\$24.16	\$56,700	\$29.00
Small Business Advisor	\$47,900	\$24.50	\$59,850	\$30.61	\$71,800	\$36.72

(1) SSA reporting to a Sales & Service Admin Supervisor; Manager, Customer Service; OR Manager, Financial Services

(2) SSA reporting to a Branch Manager



**SCHEDULE "F"  
January 2008 MERIT GRID**

2007 Performance Rating	Where salary is less than 105% of the mid point of the salary level			Where salary is 105% to less than 120% of the mid point of the salary level		
	Minimum*	Mid-point*	Maximum*	Minimum*	Mid-point*	Maximum*
Developing	0%	2.50%	3.10%	0%	2.50%	3.10%
Exceptional	4.40%	5.50%	6.10%	3.75%	4.60%	5.50%
Quality High	3.30%	4.10%	4.60%	2.50%	3.30%	3.85%
Quality Solid	2.20%	2.50%	3.10%	2.20%	2.50%	3.10%
Improvement Required	0%	0%	0%	0%	0%	0%

\*Percentage is applied to the mid point of the respective Position salary level.

The Employer will, in accordance with Article 23.2, apply the merit levels in Schedule F and the salary grid in Schedule E in the same manner as for other similarly situated employees of the Employer. It is understood that based upon bargaining unit employees current salary placements and performance levels (with all performing Quality Solid or better including any in a Developmental role) application of this merit process will result in a wage increase for all current employees in the City of Greater Sudbury effective January, 2008. Employees at the top end of the Salary Range who will reach the 120% maximum as a result of the application of the 2008 Merit Grid may receive less than the 2.2% and yet will receive an increase up to the 120% maximum. " E rated employees may receive an increase beyond the 120% however in no case will the salary exceed 125%.

### **Letter of Understanding #1**

#### **Retroactivity**

All active Employees who are working for the Employer on the ratification date of this Collective Bargaining Agreement will receive any January 2007 merit increase as applicable, retroactive to January 1, 2007.

These adjustments will be implemented to commence no later than two pay periods following ratification.

### **Letter of Understanding #2**

#### **Incentive Compensation Program** (referred to as Branch Incentive Plan)

The Union agrees that for 2007 and 2008 the Employer will continue to provide eligible Employees with an incentive compensation program. The terms and conditions of such program will be the same as those provided for other similarly situated employees of the Employer and are at the Employer's discretion.

All matters regarding the interpretation, application, eligibility and payments under the BIP are decisions of the Employer under Article 4 on Management Rights and are not subject to the grievance or arbitration provisions of the collective agreement.

### **Letter of Understanding #3**

#### **Employee Savings Plan**

The Employer will provide the 2007 enhanced Employee Savings Plan and the existing Future Builder Account on the same basis as for other similarly situated employees of the Employer. The terms and conditions or the continuation of such programs will be at the Employer's discretion and may be amended from time to time.

The programs, their terms and administration will not be subject to the Grievance Procedure.

## **Letter of Understanding #4**

### **Perquisites / Banking Benefits**

The following list of perquisites presently in effect at TD Canada Trust will continue during the life of this Agreement:

- Pay Deposit Chequing Account
- Overdraft Protection
- Fixed Rate Mortgages
- Visa Products
- Safety Deposit Box Rentals
- TD Waterhouse Self Directed RSP
- Employee Stock Loans
- Personal Term Loans
- Foreign Currency Transactions
- Travellers Cheques
- Unsecured Lines of Credit
- Secured Lines of Credit

## **Letter of Understanding #5**

At negotiations the issue of Part Time Employees working over complement hours was discussed. While there are many reasons for this occurring and given that not all employees wish to have increased complement hours, it was agreed that a Part Time Employee who has been regularly working over complement may, once every eight (8) months, request a complement review from her Manager if she wishes to work additional hours. The Manager will consider the branch operational needs, the current staffing and complements and any other commitments or factors such as leaves or sickness.

#### **Letter of Understanding #6**

At negotiations the issue of short term disability benefits for Part Time employees was discussed. It is understood that during the first seven (7) calendar days of a valid medical absence, a Part Time employee's benefits will be on the basis of all actually scheduled working days and, following the seven calendar days of absence, the benefits will be based on benefit hours.

#### **Letter of Understanding #7**

At negotiations the issue of Pulse was raised. TD Pulse is a confidential company wide employee survey which is conducted twice per year. It is designed to allow an opportunity to confidentially express views, provide feedback and opinions. Sudbury bargaining unit employees may continue to participate in Pulse and those who have been employed for a minimum of two (2) months are encouraged to participate in TD Pulse.

The survey is voluntary and individual responses to the survey are strictly confidential. Pulse meetings are a voluntary opportunity to provide feedback and support best practices and participation is encouraged.

#### **Letter of Understanding #8**

At negotiations the issue of previous service and its impact on vacation entitlement was raised. The Employer agreed that where any Employee in the Unit has a pre-existing agreement with the Employer that provides them with a higher vacation entitlement that will be red circled for the life of this Collective Agreement.

#### **Letter of Understanding #9**

In negotiations it was discussed that there may be times where the three person rule may have an impact on an employee's mobility during a meal break. Over the life of this agreement the parties will monitor any incident of this occurring. The Employee and the manager will agree upon equitable arrangements to recognize the mobility impact.