

MEMORANDUM OF AGREEMENT

27th Day of June, 2011

BETWEEN:

VISA CENTRE

CANADIAN IMPERIAL BANK OF COMMERCE

**750 LAWRENCE AVENUE WEST,
TORONTO**

(hereinafter referred to as the "employer")

-and-

UNITED STEELWORKERS

(ON BEHALF OF ITS LOCAL, 8300)

(hereinafter referred to as the "trade union")

04570-18

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ARTICLE 1 - TRADE UNION RECOGNITION

1.01 The employer recognizes the trade union as the sole bargaining agent for all its employees employed at its Visa Centre located at 750 Lawrence Avenue West, Toronto, Ontario, which includes the employees in the classifications listed in **Schedule "A"** of the Collective Agreement and working in the areas listed in Article 5 respecting trade union representation and excludes the Senior Manager, Senior Assistant Managers, Assistant Managers, Senior Inspector, Inspectors, Administration Officer (Operations), Senior Assistant Administration Officer, Assistant Administration Officers (Interchange, Payments, Special Collections and Re-Issue), Supervisors, (Customer Service, Collections, Non-Current Loans,

ARTICLE 1 - TRADE UNION RECOGNITION**CONTINUED:**

Approving, Data Entry and Authorization - Days, Data Entry and Authorization - Evenings, Microfilm, Tracing, Lost Card Reporting, Statement Room and Mail Room), Assistant Supervisors (Credit and Customer Service), Merchant Service Officer, Internal Auditor, Personnel Department, Special Representative (Marketing), Sales and Services Representatives, Management Trainees and temporary and casual part-timers.

Should any operation presently under the jurisdiction of this Agreement be moved to another location within the geographical jurisdiction of the City of Toronto, this current Article I-Trade Union Recognition, will continue in effect for the term of the Agreement.

ARTICLE 2 - DEFINITION OF EMPLOYEES

2.01 The term "employees" wherever used in this collective agreement shall include all employees defined in the certification order of the Canada Labour Relations Board and **any** amendments thereto, **and** without restricting the generality of the foregoing, that includes all employees in the classifications set out in Schedule "A" to this collective agreement who are regularly scheduled to work irrespective of the number of hours.

For the purposes of this agreement, employees who are scheduled to work less hours than the regular work week as defined in Article 15.01, can be described as Part-Time Employees.

ARTICLE 2 - DEFINITION OF EMPLOYEES**CONTINUED:**

2.02 Persons who are on temporary or casual employment, are not considered to be employees for the purpose of this collective agreement.

2.03 Temporary employment shall mean employees who are hired to replace regular employees for purposes of authorized leave of absence, vacations or general holidays in accordance with the provisions of this collective agreement. The period of hire shall

ARTICLE 2 - DEFINITION OF EMPLOYEES**"CONTINUED"**

not exceed **six** (6) months or in the case of replacement of a regular employee on child care leave, a time equal to the child care leave plus five (5) working days.

2.04 The term "casual" will mean persons who are on call or not employed on a regularly scheduled basis.

**ARTICLE 3 – RESPECTFUL WORK ENVIRONMENT,
NO DISCRIMINATION OR HARASSMENT**

3.01 The employer and the trade union agree that there will be no discrimination, intimidation, interference, restrictions or coercion exercised or practiced by either of them or any of their representatives because of the question of membership of an employee or any other person employed by the Employer in the Trade Union or in any trade union or because of their activity or lack of activity in the Trade Union or any other trade union. The parties further agree that all employees should treat each other in a civil and professional manner in the workplace.

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**ARTICLE 3 – RESPECTFUL WORK ENVIRONMENT,
NO DISCRIMINATION OR HARASSMENT**

3.02 The Employer and the Trade Union agree that they shall negotiate and attempt to administer the provisions of this Collective Agreement in a manner which is consistent with the Canadian Human Rights Act and does not discriminate against any employee on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, conviction for which a pardon has been granted, or any other protected ground.

**ARTICLE 3 – RESPECTFUL WORK ENVIRONMENT,
NO DISCRIMINATION OR HARASSMENT**

3.03 The Employer and the Trade Union are committed to maintaining a professional work environment that is free from all forms of discrimination, violence and harassment, consistent with CIBC's *Respect in the Workplace Anti-Discrimination and Anti-Harassment Policy and Procedures* and the *Violence in the Workplace Policy*.

3.04 Discrimination and harassment of an individual or group on the basis of age, race, creed, colour, national origin, sexual orientation, military status, sex, disability, genetic predisposition or carrier status, marital status, citizenship or any other legally protected category is strictly prohibited. It includes deliberate

**ARTICLE 3 – RESPECTFUL WORK ENVIRONMENT,
NO DISCRIMINATION OR HARASSMENT**

gestures, comments, racial slurs, questions, representations, or other behaviours that are known, or ought reasonably to be known to be unwelcome by the recipient.

3.05 Sexual harassment is defined as deliberate and/or repeated verbal comments of a sexual nature that are unwelcome to the recipient, or physical conduct. Various behaviours that may be interpreted as sexual harassment include but are not limited to: sexually suggestive gestures, sexist jokes that embarrass, repeated offensive flirtations, advances or propositions, leering, the display of sexually offensive material, derogatory or degrading remarks directed

**ARTICLE 3 – RESPECTFUL WORK ENVIRONMENT,
NO DISCRIMINATION OR HARASSMENT**

towards members of one sex or one sexual preference group.

3.06 Where an individual has a cause for concern in relation to any of the above prohibited behaviours, he or she may initiate a complaint with either a designated member of the Trade Union or management. The parties agree that regardless of whether the complaint is initiated with management or the Trade Union, the party to whom the conduct was reported will notify the other of the complaint and the particulars giving rise to the allegations. If the complaint is, in the discretion of

**ARTICLE 3 – RESPECTFUL WORK ENVIRONMENT,
NO DISCRIMINATION OR HARASSMENT**

management, one that can be resolved without resort to a formal investigation, the Trade Union and the Employer agree that the individual against whom the allegations have been made will be advised of the complaint within three (3) business days. Following such notification, the complainant, the other individual, management and a representative of the Trade Union will meet for the purpose of working together to resolve the complaint in a reasonable and timely manner. The parties agree that the issues discussed at the meeting will remain confidential to the extent possible in order to protect the privacy of the individuals involved.

**ARTICLE 3 – RESPECTFUL WORK ENVIRONMENT,
NO DISCRIMINATION OR HARASSMENT**

3.07 If the nature of the allegations are more serious and, in the sole discretion **of** management, a formal investigation or review is required, the complaint will be forwarded to a neutral member of CIBC's Complaints and Investigations Team for investigation **and/or** review. In the event the matter *is* forwarded to CIBC's Complaints & Investigations Team, the investigator shall be engaged and follow the investigative procedures outlined under CIBC's *Respect in the Workplace Procedures (Canada)*. During any such investigation, the Employer agrees to notify the

**ARTICLE 3 – RESPECTFUL WORK ENVIRONMENT,
NO DISCRIMINATION OR HARASSMENT**

Trade Union of any significant developments that may require further review. Upon completion of the investigation/review, the findings will be shared with both the Employer and the Trade Union, and the parties will discuss recommendations and options for resolution, and/or discipline, where appropriate, without limiting the Employer's exclusive management rights as per Article 7.

3.08 In accordance with Article 10.04, the Trade Union retains the right to represent bargaining unit employees in any harassment/discrimination investigation outlined in Article 3.06 or 3.07 above.

ARTICLE 4 - NO STRIKES OR LOCK-OUTS

4.01 The employer agrees that there will be no lock-out of employees during the term of this collective agreement.

4.02 During the term of this collective agreement, the trade union agrees that there will be no strikes, work stoppages, slowdowns, picketing, interruption or interference with work or the operations of the employer, including picketing or boycotts by, or on behalf of, the employees. No member, officer or representative of the trade union shall authorize, instigate, aid or condone any **such** activities and all stewards and bargaining committee members shall repudiate such activities and attend work as normal.

ARTICLE 5 - UNION REPRESENTATION

5.01 a) The trade union may designate up to five (5) employees from this bargaining unit, in addition to the chairperson of the bargaining committee, to act as its bargaining committee, provided they have all completed one (1) year of service in the VISA Centre. No more than one (1) employee from each of the areas listed in 5.02 a) of this agreement, excluding the chairperson of the bargaining committee and with the exception of the Customer Service Contact Centre who will be allowed two representatives, is appointed to represent the bargaining committee of the VISA Centre.

5.01 b) The departments will be identified as

follows:

C.A.R.E.

Credit

Customer Service Contact Centre

ARTICLE 5-UNION REPRESENTATION CONTINUED:

Customer Support Centre
 Customer Transaction Support Centre
 Dispute Contact Centre
 Fraud Claims
 Fraud Detection
 Fraud Response Centre
 Retrievals
 Transaction Reprocessing & Payment Support

5.01 c) In addition, service representatives from the trade union may attend all bargaining committee meetings with the employer.

5.02 a) The trade union may designate and the Employer will recognize one (1) employee from each area to act as steward for that area for the purpose of assisting employees in presenting complaints and grievances in accordance with the grievance procedure of the collective agreement, except as noted. **All** such

ARTICLE 5 - UNION REPRESENTATION"continued"

employees must have completed their probationary period in the Visa Centre, Toronto. A designated Steward may only act as a steward in another area if the trade union has designated the steward as a temporary replacement steward for a steward who is absent from another area. No steward shall act as steward for more than two (2) areas at any time. The areas shall be:

1. Customer Transaction Support Centre, Dispute Contact Centre, Retrievals, Customer Support Centre, Transaction Reprocessing & Payment Support (three stewards in total);
2. Credit (one steward);
3. Customer Service Contact Centre, C.A.R.E. (three stewards in total);
4. Fraud Response Centre, Fraud Detection, Fraud Claims (three stewards in total, a minimum of one steward for the evening shift):

ARTICLE 5 - UNION REPRESENTATION "continued"

If the Union can demonstrate that additional steward representation is required, the parties shall meet and discuss, and by mutual agreement allow the union to appoint additional steward(s).

5.02 (b) If during the term of this collective agreement a new department is created, the trade union may add one (1) additional steward (and one (1) alternate) for this department, or may assign the department to an existing steward.

5.03 The trade union shall notify the employer in writing from time to time of the names of the stewards and committee persons, the effective dates of their appointment and the names of any of the former

ARTICLE 5 - UNION REPRESENTATION "continued"

committee persons whom they are replacing or who are discontinuing and of the name of the Chairperson of the Bargaining Committee. The employer will not be required to recognize any employee as a steward or as a committee person or Chairperson of the Bargaining Committee without notice in writing from the trade union.

5.04 A trade union steward shall be allowed any necessary time to discuss and present grievances and complaints involving an employee in his/her area and shall be paid for such time. A committee person shall also be allowed such paid time.

ARTICLE 5 - UNION REPRESENTATION "continued"

Prior to a steward or committee person taking time off work to discuss union matters, the steward or committee person shall, if possible, state the general nature of the potential grievance or complaint to supervision. It is understood that, because of emergency business circumstances, such time may not always be granted immediately. The Bargaining Committee shall also be paid for time necessary while meeting with the Employer for the purpose of agenda meetings and shall be allowed to attend arbitration hearings, but will not be paid by the employer.

ARTICLE 5 - UNION REPRESENTATION "continued"

All meetings with the employer shall be scheduled during normal working hours and the committee may meet by themselves prior to any scheduled meeting paid for by the employer. The trade union shall have the right to designate an alternate in the absence of a steward for a particular area. Stewards and Committee persons shall not be transferred from their departments during the term **of** this collective agreement unless mutually agreed to or unless sufficient work does not remain in the department.

ARTICLE 5 - UNION REPRESENTATION "continued"

5.05 The trade union may designate three (3) employees in the bargaining unit who have completed one (1) year of service in the Visa Centre as safety representatives to the Committee for the Visa Centre. One ~~of~~ the above noted designates shall be appointed to the CIBC Policy Health and Safety Committee as required by the Canada Labour Code Part II, Section 134.1 (1) and Section 135.1.

5.06 The area steward shall be introduced to new employees and each new employee shall be provided with a copy of the collective agreement.

ARTICLE 6 - TRADE UNION DEDUCTIONS

6.01 Each employee presently in the bargaining unit, and all new employees, shall have deducted from their wages an amount equivalent to the regular trade union dues, prorated in each pay period of each month.

6.02 Nothing in this agreement requires an employee to become a member of the trade union.

6.03 All such deductions will be remitted to the trade union within fifteen **(15)** working days of the end of the month, as directed by the Toronto Area Office, payable to the International Treasurer. Each remittance will include a list of the names of the employees from whom the deduction was made, the hours worked, rates of pay and the amount deducted from them during the month.

ARTICLE 6 - TRADE UNION DEDUCTIONS**CONTINUED:**

6.04 The trade union, by the properly authorized trade union representative, shall advise the employer in writing of the present amount of monthly trade union dues. In the event that the amount of the monthly trade union dues is changed during the existence of this agreement, the trade union must advise the employer in writing by the properly authorized trade union representative. The new deduction of such monies or the equivalent will take effect upon the commencement of the first pay period following thirty (30) calendar days after receipt by the employer of such notice. **If** the employer requires additional time to implement the change, they will notify the Staff Representative with the reason(s) and the proposed time frame. The additional time will require the approval of the District Director.

ARTICLE 6 - TRADE UNION DEDUCTIONS**"continued"**

6.05 The trade union shall indemnify and save the employer harmless from all claims, demands, actions or liability arising out of or in any way connected with the collection of trade union dues or the equivalent.

6.06 The Bank agrees to record total union dues deductions paid by each employee on his or her T-4 Income Tax Receipt.

6.07 The Employer agrees to continue the pay of any employee absent from work on union business and the union shall reimburse the employer for such wage payment upon receipt of a monthly statement. A leave of absence form must be completed and authorized by the union and employer prior to any absence for trade union business.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 Within the framework of this agreement, the employer reserves the right to hire, promote, transfer, demote, retire and lay-off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.

7.02 Within the framework of this agreement, the employer reserves the right to operate and manage its business in all respects in accordance with its commitments and responsibilities, to maintain order and efficiency on its premises, and to determine the location of its offices, the work to be done, the scheduling of its work and its methods, processes and the maintenance of high quality service.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance under this collective agreement is a complaint by an employee or a group of employees other than probationers, the trade union or the employer, as provided herein regarding the interpretation, application, administration or an alleged violation of this collective agreement.

8.02 Any employee having a grievance must inform the first level of supervision to whom the employee directly reports. The supervisor will then **contact** the appropriate steward and a meeting will be held within three (3) working days. Following this meeting, the supervisor will reply within two **(2)** working days. Such grievances must be discussed with the supervisor within ten **(10)** working days after the circumstances that gave rise to the grievance first occurred. If the

ARTICLE 8 - GRIEVANCE PROCEDURE CONTINUED

grievor is not satisfied with the oral reply of the supervisor, a written grievance may be filed.

8.03 Step 1

The grievance must be presented in writing to the appropriate Manager or designate within three (3) working days of the receipt of the oral reply referred to in .02 above. The grievance will be on a form agreed upon between the parties and will state the name of the grievor and classification, the name of the steward for the area involved in processing the written grievance, the date upon which the grievance was prepared, the details of the grievance, the date upon which it is alleged to have first occurred, the supervisor's name and title, the articles and sections of the agreement alleged to be violated, the remedy sought and the

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

signature of the grievor and the steward.

The Manager or designate must deliver the decision in writing within four **(4)** working days following the date of the receipt of the referral to Step 1. If it is not referred to Step 2, as provided below, the grievance will be considered to be satisfactorily resolved on the basis of such decision.

Step 2

The grievance may be referred to Step 2 by submitting it to the senior business leader for the area, or designate, on the form referred to in Step 1. This must be done within five (5) working days following the receipt of the Step 1 answer, and is to include an

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

explanation as to why the employer's response at Step 1 is not satisfactory. The senior business leader for the area or designate will convene a meeting with the grievor and the steward for the grievor's area and one (1) representative of the bargaining committee within five (5) working days of the grievance being referred to Step 2. The trade union representative may also attend this meeting. The Employer must deliver its decision in writing within ten (10) working days of the date of the Step 2 meeting.

8.04 In the interests of timely resolution of problems and concerns any differences arising between the employer and the trade union concerning the interpretation, application, administration or alleged

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

violation of this collective agreement should first be verbally reviewed with the senior business leader for the area or the local trade union Chairperson, or either party's designate, prior to originating a grievance at Step 2 by either party on the form referred to in Step 1 above. This must be done within five (5) working days after the circumstances giving rise to the grievance first occurred. The grievance is to be submitted in writing and will state the nature of the grievance, the date upon which the grievance was prepared, the date the events or circumstances leading to the grievance were alleged to have first occurred, the article or articles and section of the agreement alleged to have been violated, the remedy sought, and be signed by a **recognized**

ARTICLE 8-GRIEVANCE PROCEDURE- "continued"

representative of the grievor. A meeting shall be held between the senior business leader of the area or designate and the trade union representatives within five (5) working days of receipt of the grievance.

The grievance shall be answered in writing by the employer or the trade union, as the case may be, within fifteen (15) working days following the meeting. Failing receipt of an answer satisfactory to the employer or the trade union, as the case may be, the grievance may be submitted to arbitration as in Article 8.08 below.

It is understood that a grievance dealt with under this paragraph shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure for personal grievance

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

shall not be by-passed except where the trade union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this agreement and that adversely affects the rights of persons in the bargaining unit.

8.05 A grievance by a group of employees regarding the interpretation, application, administration or an alleged violation of this collective agreement may be filed in accordance with the provisions of this Article as per the procedures and time limits outlined in 8.04 providing the facts of each employee's case are the same and any legal issue is also the same.

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

Where a grievance of this nature is filed, a maximum *of* three (3) grievors from any one department or ten per cent (10%) *of* the employees in the department, whichever is greater, will be permitted to attend the Step 2 meeting. In any case, no more than ten (10) grievors will be permitted to attend such a meeting.

8.06 All time limits referred to in the grievance procedure shall be deemed to be mandatory unless extended by mutual written agreement of the employer and the trade union. If the grievance is not presented at any step in accordance with the prescribed time limits, the grievance shall be deemed to be settled. If the grievance is not replied to in accordance with the

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

prescribed time limits, the grievance may be referred to the next step of the grievance procedure.

8.07 No monetary adjustment effected under the grievance procedure or arbitration procedure shall be made retroactive to a date prior to the date of occurrence of the circumstances giving rise to the grievance which shall in no case be longer than ten (10) days prior to the date of the filing of the written grievance. In addition, any compensation of wages lost will be less any monies earned elsewhere or received from unemployment insurance.

8.08 a) Failing settlement under the grievance procedure of any grievance concerning the interpretation, application, administration or alleged

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

violation of this agreement, it may be submitted to arbitration if a written request for arbitration is received within fifteen (15) working days after the decision in Step 2 is given. If no request for arbitration is received by the employer or trade union, as the case may be, the grievance shall be deemed to have been settled and not eligible for arbitration.

b) As an alternative to the procedure outlined in (a) above, the employer and trade union may agree to submit a grievance described in (a) above, within the same time limits. to mediation or **mediation/arbitration** before a mutually agreed upon mediator or **mediator/arbitrator**.

c) In the event a grievance is not resolved at

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

a mediation pursuant to (b) above, the trade union or employer, as the case may be, may submit the grievance to arbitration in accordance with (a) above.

d) In the event a grievance is heard at a mediation/arbitration and the matter is dealt with by way of arbitration, at such proceeding the mediator/arbitrator shall be governed by Article 9.03. Article 9.02 shall not apply.

8.09 Grievances will be presented, referred to the next steps, and replied to in writing. The grievance or the reply will be delivered by hand, if possible, and will be deemed to be presented and received on the date so delivered. Where it is necessary to deliver the grievance or the response by mail, registered mail will

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

be used, and it will be deemed to be presented on the date it is registered and deemed to be received on the date it is delivered to the grievor's or the respondent's address of record. In the event of disruption of normal mail service, at the request of the chairperson, a grievance response will be couriered to an employee's home address. Such courier costs will be shared between the employer and the trade union.

8.10 The parties agree that efficient customer service is the primary concern during hours when the Visa Centre is open. The processing of a grievance to management will be done during working hours at a mutually agreed upon time so as not to interfere with efficient customer service. The normal daily pay of

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

bargaining unit employees involved will not be reduced.

8.11 The term "working days" when used in the article shall exclude Saturdays, Sundays and the holidays enumerated in Article 21 respecting holidays.

ARTICLE 9 - ARBITRATION BOARD

9.01 a) When either party to the agreement requests that a grievance be submitted to arbitration, as provided in Article 8.08 "Grievance Procedure", they shall make such request in writing addressed to the other party to this agreement within 20 days of completion of Step 2.

b) Any matter referred to arbitration, as provided in 9.01 (a) hereof, shall be submitted to a sole arbitrator ("Arbitrator") selected from the following list:

Gail Brent
Randy Levinson
Prof. Gregory Brandt
Maureen Saltman
Robert Herman
Paula Knopf
William Kaplan
Louisa Davie
Owen Shime
Susan Tacon
Kevin Whitaker

ARTICLE 9 - ARBITRATION BOARD "continued"

Selection of the Arbitrator will take place on a rotational basis beginning with the first name at the top of the list.

If that Arbitrator is not available within ninety (90) days, the **next** name on the list will be contacted. This sequence will continue until the first person on the list who is available within ninety (90) days is appointed.

If an arbitrator is appointed in accordance with the foregoing, the Arbitrator's name will be moved to the bottom of the list.

If none of the eleven **(11)** proposed Arbitrators from the above list are available to hear the case within the ninety (90) day period, either party may request the federal Minister of Labour to appoint a sole arbitrator within ninety (90) days and the Minister shall be deemed to be authorized hereby to make the

ARTICLE 9 - ARBITRATION BOARD "continued"

appointment. These time limits may be extended by mutual written agreement of the employer and the trade union. If the appointment has not been made, or if application to the federal Minister of Labour has not been made within forty-five (45) days of the date of request that a matter be submitted to arbitration, the grievance shall be deemed to have been withdrawn.

9.02 The Employer and the Trade Union may mutually agree to add an Arbitrator's name to the list in 9.01 (b) above at any time during the term of the agreement.

9.03 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or

ARTICLE 9 - ARBITRATION BOARD "continued"

settle the grievance.

9.04 The following provisions shall govern arbitration:

a) In any arbitration, the written record of the grievance shall be presented to the Arbitrator and the award of the Arbitrator shall be confined to determining the issues therein set out:

b) No matter shall be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure;

c) **The** Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this collective agreement nor to modify, alter, add to,

ARTICLE 9 - ARBITRATION BOARD "continued"

subtract from or amend any part of this collective agreement;

d) The written findings of the Arbitrator as to the interpretation, application, administration or alleged violation of this collective agreement, will be final and binding upon the parties concerned; in the event that a grievance is referred to an Arbitrator on which he/she has no power to rule, the case shall be dismissed without decision or recommendation on its merits;

e) Arbitrations shall be heard in Toronto unless another location is determined for a particular hearing by written agreement of the employer and the trade union.

ARTICLE 9 - ARBITRATION BOARD "continued"

9.05 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will jointly bear the expense of an Arbitrator on an equal basis.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

10.01 The termination of a probationer may be for any cause or on any basis which the employer may determine.

10.02 The following offenses may be cause for discipline up to and including dismissal:

- a) misappropriation of funds, or any other fraudulent or dishonest action;
- b) being under the influence of alcohol, or **unprescribed** drugs on the **employer's** premises;
- c) gross insubordination;
- d) theft, deliberate destruction, or sabotage of property **or** equipment;
- e) falsification of employment application;
- f) disclosure of **confidential** information regarding the affairs of the employer **and/or** its clients except as required in the normal course of duties;

ARTICLE 10 - DISCIPLINE AND DISCHARGE "continued"

- g) continued sub-standard performance after a written reprimand;
- h) engaging in a trade or business whose interests may appear to or do conflict with the interests of the employer, without first approaching the employer and securing permission;
- i) personal financial involvement with a customer except:
 - 1) normal credit transactions with merchants for the purchase of goods and services;
 - 2) **debtor/creditor** relationships with a family member;
- j) conviction of a criminal offence under the **Criminal Code** reasonably related to the employee's duties;
- k) violation of the published security regulations of Canadian Imperial Bank of Commerce.

ARTICLE 10 - DISCIPLINE AND DISCHARGE "continued"

10.03 A claim of discharge without cause by an employee who has completed the probationary period shall be treated as a grievance if a written statement of such grievance in the form set out in Step 1 of the grievance procedure is lodged with the employer within five (5) working days of the discharge, commencing at the second step of the grievance procedure. A grievance arising because of discharge may be settled under the grievance procedure by:

- a) confirming the employee's dismissal; or
- b) reinstating the employee with or without compensation for the time **lost**; or
- c) any other arrangement mutually agreed to between the parties; or
- d) by any other arrangement decided by a Board of Arbitration.

ARTICLE 10 - DISCIPLINE AND DISCHARGE "continued"

10.04 Discipline shall be defined as including written warnings and suspension. If an employee is to be summoned to an investigative meeting which could lead to discipline, or to a meeting for the purpose of discipline, the employee shall be so advised. The area steward will also be advised for the purpose of attending the meeting. If the steward or alternate steward is unavailable for the meeting, the chairperson or a committee member will attend. The employer will make reasonable efforts to locate a steward or committee member to attend the meeting. Where the meeting could give rise to a final warning or termination and a steward or committee member is not available for such meeting, the parties agree that the employee will be sent home, with pay, and called back to participate in the meeting, with the benefit of union representation, no later than twenty-four **(24)** hours from the date he or she was removed from the workplace.

ARTICLE 10 - DISCIPLINE AND DISCHARGE "continued"

The Trade Union representative and the employee shall be granted a maximum of five **(5)** minutes to meet in private immediately prior to the commencement of a meeting called for the purpose of discipline or potential discipline. The Employer shall provide the employee and steward with a copy of any written discipline. The parties agree that in the normal course coaching sessions will not attract disciplinary action, however in the event that any disciplinary measure is to form part of a coaching session, the employee **will** be provided the option of union representation.

10.05 A disciplinary measure, which is not annulled by agreement of the parties or by arbitral decision, shall be struck from the employee's file after twenty four **(24)** months. When a

ARTICLE 10 - DISCIPLINE AND DISCHARGE "continued"

disciplinary notice is more than one year old, and if there are no other measures in the employee's file, the notice, will not adversely affect the employee's performance evaluation.

When a disciplinary notice is over one year old and if there are no other disciplinary measures in the employee's file, the employee and/or the union has the right to appeal to the Human Resources Consultant to have the notice removed from the employee's file.

ARTICLE 11 – SENIORITY

11.01 All employees' names shall appear on either the full-time or part-time seniority list after they have successfully completed their probationary periods. Seniority is designed to give employees an equitable measure of security based on length of service.

11.02 Seniority for all employees shall be the date the employee entered the bargaining unit except where modified by this collective agreement.

11.03 Effective March 1, 2001, when two or more employees have the same seniority date, seniority rankings shall provide greater seniority to employees transferred into the bargaining unit from other permanent CIBC positions on the basis of total continuous service. Otherwise, the seniority rankings shall be determined by the last three digits of their CIBC employee number. The higher number will carry the greater seniority.

ARTICLE 11 _ SENIORITY "CONTINUED"

11.04 a) Each person who is newly hired into a position within the bargaining unit shall be on probation for sixty-three (63) days worked, during which time the probationer shall not have seniority and may be terminated for any cause or on any basis which the employer may determine. Any such termination may be questioned by the probationer with the assistance of a steward if the employee so requests, but shall not be disputed through the complaint or grievance and arbitration procedure.

b) Effective March 1, 2001, any existing CIBC permanent employee who is newly hired into a position within the bargaining unit shall have their probationary period under 11.04 a) limited to a period equal to successful completion of the training period provided by the employer. In no event shall this period exceed the period contained in a) above.

c) If the probationer does not successfully complete probation after the sixty-three (63) days actually worked, the employer may extend the probationary period for up to an

ARTICLE 11 – SENIORITY “CONTINUED”

additional twenty (20) days actually worked only if it is necessary to ensure a proper assessment of the probationary employee's performance. The employer will advise the trade union in writing of any extension of the probationary period. The employer will also advise the employee in writing of their current performance level and the level the employee will be expected to achieve within the up to additional 20 day period.

11.05 a) The employer will update the seniority list 4 times a year as follows and post the updated list electronically:

- i) One (1) month following the effective date of this collective agreement;
- ii) All three (3) month intervals after the date in (i) above.

b) Copies of these seniority lists may be posted on the trade union bulletin boards. The employees and trade union shall have thirty (30) days after the delivery of the seniority list to the chairperson to challenge its accuracy and such corrections

ARTICLE 11 – SENIORITY “CONTINUED”

as are appropriate shall be made. After the thirty (30) days, the list shall be binding on all the parties, with only additions to, deletions from, or typographical errors on these lists may be challenged under this clause.

11.06 If an employee on the seniority list covered by the agreement is transferred or appointed to a position outside the bargaining unit and later transferred back to a position which is covered by this agreement, then only the seniority they held prior to their transfer shall be accredited to them.

11.07 Employees having been employed only in positions outside the bargaining unit shall, if subsequently employed in a job covered by this collective agreement, be considered as new employees for the purpose of seniority, but will be credited with their bank service for all other benefits under this agreement including vacation entitlement.

ARTICLE 12 - LOSS OF SENIORITY

12.01 Seniority and employment may be terminated for any of the following reasons:

- a) if the employee quits;
- b) if the employee is discharged, and such discharge is not reversed through the grievance or arbitration procedure;
- c) if an employee is absent without reasonable cause for three (3) consecutive working days;
- d) if an employee fails to report within five (5) working days when recalled by the employer and after receiving notification by registered mail or telegram to the address on record with the employer;
- e) if an employee overstays a leave of absence without permission of the employer or utilizes the leave of absence for other than the reasons for which it was granted;
- f) if an employee refused to continue to work or to return to work in violation of the no strikes and lock-outs article;

ARTICLE 12 - LOSS OF SENIORITY

- g) if an employee retires or has retired according to a pension plan of the Canadian Imperial Bank of Commerce.

ARTICLE 13 - LAY-OFF AND RECALLS

13.01 a) Where the employer decides to discontinue a position, a minimum of four (4) weeks notice shall be provided. Employees within the classification affected shall be laid off in order of seniority commencing with the most junior employee.

b) An employee laid off from one classification may be moved to a vacant position at the same pay level provided he/she has the ability to perform the job.

c) Should there be no vacant position at the same pay level which the employee has the ability to perform, as per subsection (b), the employee will displace the most junior employee whose job he/she has the ability to perform in the same pay level, provided he/she has more seniority than this employee.

d) If the employee does not have the seniority to displace the most junior employee whose job he/she has the ability to

ARTICLE 13. LAYOFFS AND RECALLS Continued

perform in the same pay level, as set out in subsection (c) above, the employee may be moved to a vacant position at the immediately lower pay level provided **he/she** has the ability to perform the **job**.

e) Should there be no vacant position at the immediately lower pay level which the employee has the ability to perform, as set out in subsection (d) above, the employee will displace the most junior employee whose job **he/she** has the ability to perform in the immediately lower pay level, provided **he/she** has more seniority than this employee.

f) If the employee does not have the seniority to displace the most junior employee whose job **he/she** has the ability to perform in the immediately lower pay level, as per subsection (e) above, the process will apply to successively lower pay levels.

ARTICLE 13 - LAY-OFFS AND RECALLS Continued

g) If, in accordance with this process, the employee is not moved to a vacant position or does not displace another employee, the employee shall be laid off from the bargaining unit.

h) The hourly rate for an employee who is moved to a vacant position or displaces another employee in accordance with this Article 13.01, shall be the lesser of the employee's former rate and the maximum hourly rate of pay for the employee's new classification.

13.02 If the employer decides to re-institute a position, it shall recall the employee with the most seniority and ability on lay-off first. No new employees will be hired prior to laid off employees being recalled to Visa Centre.

ARTICLE 13 - LAY-OFFS AND RECALLS "continued"

13.03 When an employee other than a probationary employee has been laid off, that employee shall be entitled to recall as set out above for a period of one (1) year or a time equal to the employee's seniority prior to lay-off whichever is the lesser.

13.04 If an employee is recalled within the period set out in **13.03** above, the employee shall be credited with the amount of seniority accrued prior to the date of the lay-off.

ARTICLE 14 - PROMOTIONS

14.01 Where the employer creates a new permanent position or where permanent vacancies occur, performance and ability to perform the job will be the factors in filling the new position and/or vacancy. If these factors are relatively equal, seniority shall be the governing factor.

14.02 In the event new positions are created or permanent vacancies occur within the bargaining unit, the employer will post such new positions or vacancies for a period of five (5) working days in order to allow employees who have seniority and perform a position in Schedule "A" at the time of the posting to apply. The posting will provide a brief overview of the position.

14.03 If there is no successful applicant for the above permanent vacancies and/or new positions within the bargaining unit, the employer may choose to place another person from

ARTICLE 14 - PROMOTIONS "continued"

inside or outside the bargaining unit into the position. The employer will inform the union chairperson within ten (10) working days of the name of the person being placed in the position.

14.04 A notice shall be posted advising the name of the successful applicant for a position posted in accordance with Article 14 within ten (10) working days of such a position being awarded. All other applicants will be notified via Form 2 as set out in the Appendix of the agreement.

14.05 The employer will give a copy of any notice posted pursuant to this Article to the Chairperson on the same day it is posted.

14.06 A successful candidate promoted or newly hired under this article shall not apply for another position within the bargaining unit for a minimum of nine (9) months from the time

ARTICLE 14 - PROMOTIONS "continued"

he or she commences working in the position for which they have successfully competed, unless the employer agrees otherwise.

14.07 In cases of a lateral transfer under **14.01** above, the employer, in its sole discretion, may apply an in-level adjustment, and if appropriate, the employer will apply up to a **4%** increase. The successful applicant will be advised at the time of selection whether or not an in-level adjustment will be applied, and the amount of the in-level adjustment, if applicable. Where an in-level adjustment is not appropriate, the employee shall not be subject to the minimum nine (9) month restriction in **14.06**.

14.08 In order that the employer may consider all employees who are interested in training or relief work, employees

ARTICLE 14 - PROMOTIONS "continued"

interested in relief work on positions other than their own may advise the Human Resources Department of such interest in writing. This advice may be given once during the term of this collective agreement and will specify no more than three (3) positions of interest.

14.09 At a Step 2 grievance meeting concerning Article 14, the Union Chairperson will be provided, on request, with the information on the selection matrix which pertains directly to the grievor(s) and the successful applicant(s).

14.10 a) In the event that an employee is promoted to a position or is assigned to an upgraded position when a classification is upgraded, and then subsequently voluntarily chooses to post into a vacant position at a lower pay level within nine (9) months following the date of the promotion or

ARTICLE 14 - PROMOTIONS "continued"

assignment to the upgraded position, that employee shall not retain any salary increase associated with the promotion or upgrade, and shall revert to the lesser of the hourly rate he/she held prior to the promotion or upgrade, and the maximum hourly rate of pay for the employee's new classification.

ARTICLE 15 - REGULAR HOURS OF WORK AND OVERTIME

15.01 The regular work week for full-time employees will be thirty-seven and one half (37 1/2) hours per week comprised of seven and one-half (7 1/2) hours per day, five (5) days per week.

15.02 **All** employees working seven and one-half (7 1/2) hours a day are entitled to **two** (2) rest period of fifteen (15) minutes each, paid at the employee's regular hourly rate.

All employees scheduled to work at least four (4) hours a day shall be entitled to one (1) rest period of fifteen (15) minutes, paid at the employee's regular hourly rate.

Employees who work a minimum of three (3) hours overtime are entitled to one (1) paid rest period of fifteen (15) minutes to be scheduled by the supervisor.

15.03 a) No overtime will be worked without prior authorization of the employer. Authorized time worked by an employee in

ARTICLE 15 - REGULAR HOURS OF WORK AND OVERTIME**"continued"**

excess of seven and one-half (7 ½) hours per day or in excess of thirty-seven and one-half (37 ½) hours per week will be paid at a rate of one and one-half (1 ½) times the employee's basic hourly rate, Overtime will be paid on the basis of completed unit of fifteen (15) minutes.

b) The employer may offer employees the option to bank their overtime for time off at a later date, instead of receiving monetary compensation. If this option is available, the employer will advise at the time of posting the overtime work. When signing up for the overtime work, the employee shall indicate, in writing, whether he/she prefers to be paid for the overtime, or to bank the time to be taken off in lieu of pay.

c) The employee can bank to a maximum of fifty (50) overtime hours within an eight (8) month period (50 overtime hours = 75 hours straight time). The banked hours must be

ARTICLE 15 - REGULAR HOURS OF WORK AND OVERTIME**"continued"**

utilized before the employee can bank additional time. Total hours banked cannot exceed 50 hours at any time. Employees can request to utilize their banked time in a minimum of fifteen **(15)** minute increments with a minimum of forty-eight **(48)** hours advance written notice. Requests will be approved at the employer's discretion, on a first come first serve basis, subject to the operational requirements of the business. The employer will take into consideration the time preferences expressed by the employee, however, the employer reserves the right to exclude certain days based on operational and business requirements.

d) If the banked time cannot be used within eight **(8)** months following the date on which overtime was worked, the overtime will be paid out at the rate of pay in effect when the overtime was worked, on the first pay following the eighth **(8th)**

**ARTICLE 15 - REGULAR HOURS OF WORK AND
OVERTIME "continued"**

month.

e) Should the employee transfer to another position within the bargaining unit outside of his/her current area, the employee may carry any unused banked time to the new position or may choose to be paid out at the rate of pay in effect when the overtime is paid.

15.04 Employees working on Saturday or Sunday, where such work is not part of their regularly scheduled hours, shall be paid time and one-half for all hours worked on Saturday, and double time for all hours worked on Sunday, regardless of the number of hours otherwise worked during the week.

If the employer wishes to change the regular work week of one or more full-time employees within a classification who are working a Monday to Friday work-week to include

ARTICLE 15 - REGULAR HOURS OF WORK AND OVERTIME**"continued"**

Saturday and/or Sunday, the employer will first ask for volunteers. If this does not result in sufficient number(s), the employer will assign the remaining required employees in order of reverse seniority. Such employees will be entitled to choose their regular day(s) off on the basis of seniority, except that the employer shall have the sole right to designate how many employees can have any one day off.

15.05 Employees who have worked overtime of *two (2)* hours or more in addition to their regular work day or when working a minimum of *four (4)* hours overtime *on Saturday or Sunday or* Holidays, will be entitled to a meal allowance. The meal allowance will be ten dollars (\$10.00) paid in conjunction with their regular bi-weekly pay.

ARTICLE 16 - OVERTIME ASSIGNMENTS

16.01 Where practical the employer will give as much advance notice as possible for overtime requirements. Where practical, such notice will be posted. Where the employer determines that overtime is required, the following procedures will apply:

- a) Where security or personal knowledge requires that a specific employee perform overtime work, such employee **must** work the overtime assigned;
- b) Where the procedure in (a) above does not apply, the overtime work will be assigned to available employees who:
 - i) first, are at work if the overtime is to be scheduled on the same day or; are available to work if the overtime is scheduled for a future date;
 - ii) are within the department normally responsible for performing the work;
 - iii) are capable of doing the overtime work in question;

ARTICLE 16 – OVERTIME ASSIGNMENTS CONTINUED:

- iv) have volunteered for such overtime work, and;
 - v) if sufficient employees are available within that department the employer will then assign the overtime work in the order of seniority starting with the most senior employee.
- c) Where no employee or insufficient employees within the department have volunteered for the overtime work, the employer will assign the overtime work to other volunteers who are at work, and capable of doing the overtime work;
- d) Where sufficient employees are not available for the work required, the employer will assign the overtime work in reverse order of seniority starting with the most junior employee within the classification who is capable of doing the work.
- e) Employees scheduled to work overtime, either on a volunteer or assigned basis, are required to report for work as advised unless a reasonable explanation satisfactory to the Employer is provided.

ARTICLE 16 – OVERTIME ASSIGNMENTS CONTINUED:

- f) In the event that overtime is scheduled on a general holiday as provided for in Article 21.01, the employee assigned to the work as per Article 16.01 d above will be given at least seven (7) calendar days notice of the requirement to work. This does not preclude the employer's ability to ask for volunteers as per 16.01 b (iv) above.

ARTICLE 17 - SHIFT PREMIUMS

17.01 Shift premiums will be paid to employees working the certain shifts will be administered as follows:

- a) Employees who are scheduled to work a shift commencing at or after noon but before 4:00 p.m., shall be paid an hourly premium of .75 cents (seventy-five cents) for any hours worked after 5:00 p.m.
- b) Employees who are scheduled to work a shift commencing between 4:00 p.m. and 11:59 pm shall be paid an hourly premium of .75 cents (seventy-five cents).
- c) Employees working a shift commencing between midnight (12:00 am) and 6:59 am assigned by management shall be paid an hourly premium of .85 cents (eighty-five cents).
- d) Effective July 1, 2010, the hourly premium set out in a, b, and c above will be increased by .10 cents (ten cents).

17.02 These premiums shall not be used for any other payment.

ARTICLE 18 - TECHNOLOGICAL CHANGE

18.01 Sections 52, 54 and 55, *of* the Canada Labour Code will apply during the term *of* this collective agreement.

18.02 New or Changed Job Classification

The Employer agrees to advise the Union *of* any new or substantially changed classification prior to implementing such new or substantially changed classification. Management will determine the new rate of any such classification. If the Union does not agree with the rate established by the Employer, the Union shall have recourse to the grievance and arbitration provisions in this Agreement, provided however that the parties agree and understand that the jurisdiction of any arbitrator dealing with such a dispute pursuant to this article **shall** be solely confined to determining an appropriate rate of pay based entirely on an internal comparison with other classifications within the bargaining unit.

ARTICLE 19 - CLOSURE

19.01 In the event the Employer determines to shut down all or part of its bargaining unit operations in the **VISA** Centre, the Employer shall advise the trade union chairperson in writing at least sixteen (16) weeks in advance indicating the reason for the closure. Thereafter, the bargaining committee and the Employer will meet promptly to discuss the shutdown, alternatives, and the manner in which employees will be affected with the objective of minimizing the impact of termination of employment on employees and assisting employees in obtaining other employment.

19.02 For the purposes of **19.01**, a partial shut down is defined as the permanent discontinuance of fifty (50) or more bargaining unit positions where there is no possibility of redeployment within the bargaining unit.

ARTICLE 19 – CLOSURE “Continued”

19.03 Notwithstanding redeployment, recall rights and/or other alternatives, the parties shall meet to discuss severance payment *if* applicable.

ARTICLE 20 - VACATIONS WITH PAY

20.01 The vacation year is the calendar year, January 1st to December 31st.

20.02 Entitlement to vacation is covered under the policies contained in the most recent "Benefits and You" booklet. **All** full-time employees will accrue vacation time each year as set out below based on their length of service with CIBC since last date of hire or as otherwise specified in this agreement.

a) During the first calendar year of employment:

-accrued at 1 day per month to a maximum of 10 days

During the 2nd to 9th calendar years of employment:

-3 weeks

During the 10th to 19th calendar years of employment:

-4 weeks

During the 20th calendar year and beyond:

-5 weeks

ARTICLE 20 - VACATIONS WITH PAY

20.03 Entitlement to vacation is covered under the policies contained in the most recent "Benefits and **You**" booklet. **All** employees who are regularly scheduled to work less than 37 ½ hours per week will accrue vacation time each year as set out below based on their length of service with CIBC since last date of hire or as otherwise specified in this agreement.

- a) During the first (1st) calendar year of employment:
-accrued at 1 "day" per month to a maximum of 10 days. "Days" for part-time employees are calculated as the total regular hours per week divided by 5
- During the 2nd to 9th calendar years of employment:
-15 days
- During the 10th to 19th calendar years of employment:
-20 days
- During the 20th calendar year and over:
-25 days

ARTICLE 20 - VACATIONS WITH PAY - "continued"

20.04 Vacation time should be selected by December 15 the preceding year, confirmed three (3) weeks thereafter, and any conflicts between employees respecting the scheduling of available time shall be resolved by giving preference to the senior employee. Following this, within five (5) working days, a copy of the schedule, with seniority dates and selections to date, will be posted in the respective departments.

Any vacation not scheduled by December 15 shall be scheduled thereafter, on a first come first served basis and seniority shall not be considered. Notwithstanding this provision, if a previously scheduled vacation period should become available, such vacation period shall be posted within one week for five (5) days, ending at midnight on the last business day. If business needs no longer allow for that previously scheduled vacation period to be posted, within four (4) weeks an alternate period shall be posted. Any requests for

ARTICLE 20 - VACATIONS WITH PAY - "continued"

this vacation period will be scheduled giving preference to the senior employee. Should no employee request this vacation period during the five (5) day posting, it may be scheduled thereafter on a first come **first** served basis and seniority shall not be considered.

If an employee moves into a different department after the employee's vacation has been scheduled, the supervisor within the employee's new department has the right to reschedule such employee's vacation for that year if, in the opinion of the supervisor, the efficient operation of the department could be adversely affected by having such employee take **his/her** vacation during the time previously scheduled.

ARTICLE 20 - VACATIONS WITH PAY "continued"

Conflicts between employees respecting the scheduling of available time shall be resolved by giving preference to the senior employees.

20.05 All vacations under the entitlements noted in 20.02 a) and 20.03 a) must be scheduled within the calendar year although a continuous vacation may flow into the commencement of the next calendar year. Notwithstanding the above, an employee whose vacation schedule is altered by the employer must take the vacation upon agreement with the employer within six **(6)** months of the commencement of the original vacation.

20.06 Vacations will be scheduled taking into consideration the efficient operation of the Visa Centre.

ARTICLE 20 -VACATIONS WITH PAY "continued"

20.07 On cessation of employment, and in lieu of vacation with pay, the employer will pay to an employee an amount equal to:

- a) 4% of wages earned in the final year of cessation of work if employed for less than six **(6)** consecutive years with the employer; or
- b) 6% of wages earned in the final year of cessation of work if employed six **(6)** or more consecutive years with the employer.

20.08 An employee who terminates employment before the full entitlement has been earned for a year and who has taken more than the actual earned vacation entitlement during the period will, at the date of termination, reimburse the employer for any unearned vacation pay received.

ARTICLE 21 - HOLIDAYS

21.01 Subject to the other provisions of this Article, the following general holidays shall apply:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Civic holiday (the first Monday in August)

ARTICLE 21 - HOLIDAYS "continued"

21.02 Employees shall be compensated at their respective regular hourly rates for the time which they would otherwise have been scheduled to work if the holiday had not occurred, except as indicated in Article 21.06 and subject to qualifying in accordance with 21.03 below.

21.03 To qualify for compensation under Articles 21.01 and 21.05, the employee prior to the actual holiday must:

- a) have completed thirty (30) calendar days' service with the employer;
- b) have worked the last scheduled working day before and the first scheduled working day following the holiday, unless the absence is excused by the employer;
- c) be on the active payroll and not on leave of absence, disability leave, any other leave, suspension of employment, or lay-off the day on which the holiday is observed; and

ARTICLE 21 - HOLIDAYS "continued"

- d) not have agreed to work on the holiday or without cause satisfactory have failed to report for and perform the work;
- e) have worked at least fifteen (15) of the preceding thirty (30) calendar days.

If a part-time employee who would otherwise qualify for holiday pay is unable to establish entitlement to holiday pay because the employee is unable to establish entitlement to wages, in accordance with (e) above, the employee shall be paid as holiday pay 1/20th of the wages the employee has earned during the thirty (30) calendar days immediately preceding the general holiday.

21.04 In the event of any holiday, as defined in Article 21.01 above, occurring at any time during an employee's vacation period, an additional one (1) day holiday with pay will be

ARTICLE 21 - HOLIDAYS "continued"

allowed at some other time agreed upon between the employee and the employee's immediate supervisor.

21.05 Employees who are required to work on a day on which they are entitled to a holiday with pay, in accordance with Article 21.03 above, shall be paid, in addition to the regular rate of pay for that day, a rate of one and one-half (1 1/2) times the regular rate of pay for the time worked *on that day*.

21.06 Under no circumstances will there be pyramiding or compounding of premiums or benefits of any kind in any way. For example, there shall be no shift premium paid at time and one-half nor shall premium payments for benefits be increased because of holiday work.

ARTICLE 22 - WAGES

22.01 The basic hourly rates *of* pay *for* each pay level in the bargaining unit will be within the ranges **as** set out in Schedule "B" attached hereto.

22.02 The employer agrees to conduct an annual performance assessment. Annual performance assessments are not subject to the grievance and arbitration process outlined in Articles 8 and 9, except for negative comments or where the "CIBC Performance Rating Scale – Year-end Rating" section of the Performance Management & Measurement Individual Performance Scorecard indicates the employee's overall performance is a rating *of* "Did Not Meet Expectations".

22.03 For the purposes *of* determining the levels *of* those benefits which are based on annual wages, an annual wage will

ARTICLE 22 - WAGES "continued"

be assumed for each full-time employee and will be calculated by multiplying the hourly rate by seventy-five (75) by 26.07143 based on the biweekly pay formula.

For the purposes of determining the levels of those benefits for part-time employees which are based on annual wages, an annual wage will be assumed for each eligible part-time employee by multiplying the hourly rate by the number of scheduled hours on a biweekly basis by 26.07143.

22.04 The employer will provide the designated Staff Representative with a list of current hourly rates of pay and classification for all members of the bargaining unit, excluding names, once per year or as requested by the Staff Representative.

ARTICLE 23 - EARNED BENEFITS

23.01 The employer will make premium contributions under the personalized employee Flexible Benefits Program as outlined in the current "Benefits & You" booklet. The employer will provide a current copy of the "Benefits & You" benefits booklet to all employees presently in the bargaining unit, a copy to each new employee before the completion of the probationary period, and a copy to the trade union.

23.02 The employer agrees that any revisions to, and/or deletions from, and/or additions to the benefit plans referred to in paragraph 23.01 above that are applicable to other employees not represented by a trade union within Metropolitan Toronto during the currency of this collective agreement will be applied to the eligible employees covered by this agreement simultaneously in the same manner.

ARTICLE 23 - EARNED BENEFITS CONTINUED:

23.03 The employer may, at any time, substitute another carrier for any plan, provided that the benefits conferred thereby are not in total decreased.

23.04 All matters regarding eligibility for or within or interpretation of the benefit plans referred to in Article 23.01 and 23.02 above shall be determined solely by the insurers.

ARTICLE 24 - I LEAVE OF ABSENCE

24.01 Notice of Absence

Employees are required to attend work regularly. When the employee finds that it is not possible to be present at work, the employee must contact the Intra-day Hotline at: 1-866-361-4785, if the Intra-day Hotline is applicable for his/her area, as far in advance as possible of the scheduled starting time giving the reasons the employee is unable to attend work, the date of expected return, if known, and the details as to where the employee can be contacted during the absence. Should the employee's shift commence prior to Intra-day being open, the employee must contact the Intra-day Hotline when it opens. Should the employee's area not utilize the Intra-day Hotline, the employee must contact his/her manager and provide the aforesaid information as far in advance as possible of the scheduled starting time. An employee may be required by the

ARTICLE 24 - LEAVE OF ABSENCE "continued"

employer to substantiate the reasons for any absence.

24.02 Leave of Absence Without Pay

(a) The employer, in its sole discretion, may grant a leave of absence without pay in special circumstances. Any employee requesting such a leave of absence must provide his/her manager with at least **48** hours notice, clearly stating the reasons for the request and the proposed duration, except as prescribed for religious observances in **24.04** (b) below, and for emergencies where such notice is not possible. If the leave will extend for a period in excess of two **(2)** working days, the employee must complete the Leave of Absence Request Form. **No** leave under this article may be utilized for vacation purposes.

(b) **Leave of Absence Without Pay for Religious Observance**

ARTICLE 24 - LEAVE OF ABSENCE "continued"

The employer recognizes that employees may require time off for religious observances. Notwithstanding article 24.02 (a), above, an employee requiring a leave of absence without pay for a religious observance shall, indicate the required dates to his/her manager in writing prior to January 15th each year. Where the date of the required leave is unpredictable due to the nature of the religious day, the employee shall provide as much notice as possible to the manager of any change to the original dates indicated.

(c) Personal Days

The Employer agrees to maintain the same terms and conditions for the bargaining unit employees at the Toronto **VISA** Centre as the rest of CIBC with regard to Personal Days as set **out** in Paragraph 5.1 Personal Days of the CIBC

ARTICLE 24 - LEAVE OF ABSENCE "continued"

Employee Leaves Policy (Canada), to be administered based on the calendar year. Notwithstanding the foregoing, for the duration of this Agreement, the Employer will administer one-third (1/3) of the personal leave days, for an eligible employee, in hourly increments.

Approval for personal days is subject to manager's discretion and shall take into account the reason for the request and the needs of the business. Requests for use of personal days shall not be unreasonably denied, and any decision shall not be reviewed by an arbitrator under the grievance and arbitration provisions of this Agreement.

24.03 Return to Work

An employee who failed to return to work from an authorized leave of absence for reasons which are unsatisfactory to the employer or who utilizes the leave of

ARTICLE 24 - LEAVE OF ABSENCE "continued"

absence **for** other than the reasons **for** which it was granted, may be subject to discipline **up** to and including discharge.

ARTICLE 25 - CHILD CARE LEAVE

25.01 Child care leaves are covered under the policies contained in the most recent "Benefits & You" booklet as well as the employer's folder on Child Care Leaves. Child Care Leave includes:

- a) Maternity Leave
- b) Adoption Leave, and
- c) Parental Leave

25.02 All applications for Child Care Leave shall be made in writing to the employer at least **two** (2) months prior to the anticipated date of such leave. Within the application, the employee shall outline the anticipated length of leave to be taken. **If** an employee wishes to change the length of any leave the employee must give the employer at least four **(4)** weeks notice in writing unless there is a valid reason why such notice cannot be given. **An** employee shall lose all seniority and the employee's employment shall be deemed to be terminated

ARTICLE 25 - CHILD CARE LEAVE "continued"

forthwith if the employee fails to report to work at the expiry of the child care leave unless there is a valid reason acceptable to the employer for such failure in which case the employee must notify her or his supervisor immediately to explain the reason and to indicate the expected date of return.

ARTICLE 26 - JURY DUTY

26.01 An employee who is summoned for jury duty at a time during which the employee would normally have worked, will be granted a leave of absence without **loss** of basic pay for the time required to attend at court, provided that the employee must:

- a) advise the immediate supervisor outside the bargaining unit immediately after being notified of the requirement to attend at court;
- b) provide a copy of the compensation cheque from the court to the immediate supervisor outside the bargaining unit **as** proof of attendance in court.

26.02 The employee will be compensated for each day of absence from work on the basis of the employee's regular base rate of pay for the number of scheduled normal hours the employee would otherwise have worked exclusive of overtime and any other form of premium pay and the amount of the

ARTICLE 26 - JURY DUTY CONTINUED:

compensation over and above expenses received from the court
will be deducted from the employee's next pay.

ARTICLE 27 - WITNESS FEE

27.01 An employee required to appear in court as a witness will be granted a leave of absence without **loss** of basic pay or shift premium for the time required to attend at court up to a maximum of three scheduled working days, provided that the employee must:

- a) advise the immediate supervisor outside the bargaining unit immediately after being notified of the requirement to attend at court:
- b) provide a copy of the subpoena, conduct money or other payment received to the immediate supervisor outside the bargaining unit as proof of attendance in court.

27.02 Notwithstanding 27.01, where an employee is required to appear in court as a witness on behalf of the Crown or the employer, the paid leave shall not be limited to three scheduled working days.

ARTICLE 27 - WITNESS FEE CONTINUED:

27.03 The employee will be compensated under 27.01 on the basis of the employee's regular base rate of pay and shift premium for the number of scheduled normal hours the employee would otherwise have worked exclusive of overtime and any other form of premium pay and the amount of the conduct money or other monies received will be deducted from the employee's next pay cheque.

ARTICLE 28 - TRADE UNION CONVENTION

28.01 The employer will grant leave of absence without pay or loss of seniority to up to five (5) employees at any one time who have all completed six (6) months of service in the VISA Centre for the purpose of serving as a delegate of the trade union at a trade union convention or trade union seminar provided the employer is given four (4) weeks advanced notice in writing by the trade union subject to the following conditions:

- a) not more than one employee from any one area listed in 5.02 a) shall be entitled to be absent for this purpose at any one time;
 - b) the accumulated total of such absences granted from the date of this agreement to its next anniversary date will not exceed seventy (70) days for each 12 month period;
- and
- c) the granting of the leave will not jeopardize the efficiency of the department or area in question as determined by the employer.

ARTICLE 28 - TRADE UNION CONVENTION CONTINUED

28.02 In addition, the employer agrees to allow one (1) employee of the bargaining unit at any one time, a trade union leave of absence without pay for a period of at least two (2) weeks of leave up to a maximum aggregate total of six (6) calendar months to work on union matters not related to CIBC and its group of companies.

ARTICLE 29 - BEREAVEMENT LEAVE

29.01 Subject to the following provisions, the employer will grant bereavement leave at regular rates of pay for three (3) working days to an employee who is absent due solely to death in the employee's immediate family:

- a) an employee who has less than three (3) months of service is entitled to a leave of three (3) working days, but without pay;
- b) where requested by the employer, the employee will furnish the notice of death from a newspaper or a certificate of death from the funeral home to prove the death of the member of the employee's immediate family;
- c) payment will be made on the basis of the employee's regular base rate of pay, based on the number of normal hours the employee otherwise would have worked during the three (3) working days immediately following the death exclusive of overtime and any other form of premium pay;
- d) additional leave with pay may be provided for travel time at the manager's discretion.

ARTICLE 29 - BEREAVEMENT LEAVE "CONTINUED"

29.02 For purposes of this article, members of the employee's immediate family are defined as: spouse, common-law spouse or same-sex partner, child, parent, sister, brother, grandparent, mother-in-law, father-in-law, foster parent, step child, foster child, grandchild, and includes any relative permanently residing in the employee's household or with whom the employee resides.

29.03 Reasonable time off with pay may be provided, at the manager's discretion, to attend the funeral of a close friend, non-immediate family member or colleague. Such time off shall not be unreasonably denied.

29.04 An employee will not be eligible to receive payment under this article for any period in which any other payment provided for under the collective agreement is being received, including holiday pay, short-term disability, or compensation

ARTICLE 29 - BEREAVEMENT LEAVE "continued"

under any insurance plan. In the case of bereavement leave with pay occurring during an employee's vacation, any overlap period will be rescheduled later at a time acceptable to both the employee and employer.

ARTICLE 30 - SAFETY

30.01 In accordance with the provisions of the Canada Labour Code, the employer will provide for the safety of employees during the hours of employment. The trade union agrees to support measures introduced by the employer for the safety of the employees.

30.02 There shall be a **VISA** Centre Safety Committee composed of equal representation by the trade union and the employer not to exceed a total of three (3) per party. Appointments to the Safety Committee by the trade union shall be in accordance with 5.05 of the Union Representation article.

ARTICLE 31 - BULLETIN BOARDS

31.01 The employer will provide four **(4)** bulletin boards, one (1) adjacent to the existing bulletin board at the main exit in the west building, one (1) adjacent to the existing bulletin board at the main exit in the east building, one (1) in the Authorizations Room and one (1) on the North wall located in the link area for the use of the chairperson of the bargaining committee for posting notices *of* the following types:

- a) notices of recreational and social events;
- b) notices of elections;
- c) notices of results of elections;
- d) notices of meetings;
- e) notices of general health and safety matters;
- f) notices *and/or* brochures provided by the trade union.

ARTICLE 31 - BULLETIN BOARDS "continued"

31.02 The trade union bulletin boards shall not be used for posting or distributing political matters or trade union matters not directly related to the bargaining unit and the administration of this collective agreement.

31.03 Posted notices shall be signed by the chairperson of the bargaining committee and the Senior Manager of the Visa Centre or his designate. Posted notices which are not so approved by both parties shall be removed.

31.04 There shall be no distribution of any pamphlet, document, card, notice posting or other trade union publicity whatsoever within the Employer's premises except as permitted above, or as mutually agreed between the parties. The Employer will endeavour to review any proposed trade union publication within one regular business day.

ARTICLE 31 - BULLETIN BOARDS “continued”

31.05 On an annual basis, the Employer will post a PIPEDA consent sheet for disclosure of home address and then at the Union's request, shall remit to the Union the name of all Employees covered by this Collective Agreement and also the address of each of those who sign the consent. The Employer **will** not be responsible for providing address changes to the Union.

ARTICLE 32 - CONTRACTING OUT

32.01 During the term of this Collective Agreement, the employer shall not contract out bargaining unit work if such contracting out **would** result in bargaining unit lay-offs unless otherwise agreed to between the parties.

ARTICLE 33 - COPY OF COLLECTIVE AGREEMENT

33.01 The employer is to provide a copy of the collective agreement in booklet form to all employees within three (3) months of the effective date of this agreement. The cost of printing of the collective agreement is to be shared equally between the union and the employer.

ARTICLE 34 – COMPASSIONATE CARE LEAVE

34.01 The Employer will grant Compassionate Care Leave and benefits of up to eight (8) weeks to provide care or support to an immediate family member who is at significant risk of dying within six months in accordance with the provisions of CIBC's policy for "Compassionate Care Leave and EI Benefits in Canada". The leave is available to all regular full-time and part-time employees.

34.02 The Compassionate Care Leave is covered under the policies contained in the most recent "Benefits & You" booklet, or online at myhr@cibc.

ARTICLE 35 – DURATION OF AGREEMENT

- 35.01 This collective agreement shall become effective on July 1, 2011 and shall remain in full force and effect until 11:59 p.m. on June 30, 2014.
- 35.02 Either party may notify the other, in writing, within ninety (90) calendar days prior to the expiration date that it desires to negotiate amendments to the collective agreement or to terminate it. In the event that no notice has been given as required above, the agreement shall continue in full force and effect until twelve (12) months thereafter.
- 35.03 If, pursuant to such negotiations, an agreement is not reached prior to the current expiry date, this agreement shall remain in full force and effect until the date on which a new agreement is made effective between the parties, or until the date on which either of the parties may lawfully alter the terms or conditions of employment in accordance with the Canada Labour Code, whichever date shall first occur.

Signed by the parties hereto on this 27th day of June, 2011

ON BEHALF OF THE EMPLOYER

[Signature]

L. H. Walsh

[Signature]

[Signature]

UNITED STEELWORKERS, ON
 BEHALF OF ITS LOCAL 8300

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Amy Phillips

SCHEDULE "A"**PAY LEVEL****CLASSIFICATION****LEVEL 2**

Administrative Support Clerk
 Cash Book Clerk
 Credit Support Representative
 Customer Support Clerk
 Fraud Loss Prevention & Investigations Clerk

LEVEL 3

Credit Service Specialist
 Chargeback Analyst
 Reconciliation Officer
 Fraud Response Officer
 Customer Support Officer
 Dispute and Credit Centre Representative
 Transaction Reprocessing and Payment
 Officer
 Customer Service Representative, Express
 Queue

SCHEDULE "A" continued**PAY LEVEL****CLASSIFICATION****LEVEL4**

Senior Credit Service Specialist
Customer Service Contact Centre
Representative-Level4
Fraud Detection Specialist
Chargeback Specialist
Fraud Claims **Specialist**
Sales & Service Specialist
Fraud Claims Approver
Senior Reconciliation Officer
Customer Correspondence Representative
Customer **Support** Specialist
Senior Transaction Reprocessing and
Payment Officer

SCHEDULE "A" - (PART-TIME)

<u>PAY LEVEL</u>	<u>CLASSIFICATION</u>
LEVEL 2	Administrative Support Clerk Credit Support Representative Fraud Loss Prevention & Investigations Clerk
LEVEL 3	Credit Service Specialist Fraud Response Officer Dispute and Credit Centre Representative
LEVEL 4	Fraud Detection Specialist Customer Service Contact Centre Representative – Level 4 Sales & Service Specialist Sr. Credit Service Specialist

SCHEDULE "B"

Start rates for all levels in the bargaining unit:

Role	Current	Year 1	Year 2	Year 3
All Level 2	12.65	12.78	12.78	12.90
Level 3 excluding DCC	14.70	14.85	14.85	15.00
DCC	14.70	15.14	15.14	15.30
Level 4 excluding Care	16.15	16.31	16.31	16.50
Level 4 Care	16.80	16.97	16.97	17.15

Maximum rates for all levels are as follows in each year of the agreement::

Level 2	17.07
Level 3	20.30
Level 4	24.14

	Year 1 Effective July 2011	Year 2 Effective July 2012	Year 3 Effective July 2013
All Eligible Employees	1.75%	1.85%	2.00%

SCHEDULE "R" continued

Lump Sum Payments

1. For the lifetime of this agreement, where the negotiated increase will take an employee's wage rate beyond the range maximum, they will receive that portion of the increase that takes their base rate to the range maximum. The balance of the negotiated increase will be paid bimonthly as a lump sum payment.
2. For the lifetime of this agreement, an employee whose current hourly wage rate is at or exceeds the maximum hourly wage rate for their pay level will receive the negotiated increase in the form of six equal bi-monthly (i.e. every second month) lump sum payments per contract year. In the first contract year, the first payment will be made effective the first full pay period of the month following ratification. The balance of the negotiated increase will be paid bimonthly as a lump sum payment.
3. Employees whose salary is currently at the maximum hourly wage rate for their pay level at the date of ratification will receive a one time lump sum payment of \$300.00 (three hundred dollars) less applicable statutory deductions to be paid in the second pay period of July 2011.

SCHEDULE "B" continued

Eligibility

1. Subject to ratification, the above Year 1 base salary rate increases will be effective for all eligible, active employees effective the first pay period following ratification. Subsequent year base salary increases for all eligible, active employees will be effective on the first pay period in July of each year.
2. The above increases in pay shall apply to those employees actively at ~~work~~. Employees not actively at work will receive the above increase effective upon their return to active status, excluding "rehab hours".
3. In Year 1, employees whose 2010 final PMM rating was assessed as "did not meet expectations" are ONLY eligible for the rate of pay increase required to bring the employee to the new start rate.
4. In any subsequent year of this agreement employees whose final PMM rating is "does not meet expectations" prior to the effective date of the increase, the employee will not be eligible for a rate of pay increase beyond the amount required to bring the employee to the new start rate.
5. Employees hired after the ratification of this agreement will not be eligible to receive the negotiated wage increase until the first anniversary date of the effective date of this agreement.

SCHEDULE "B" continued

6. Employees who are not eligible for the negotiated wage increase in July 2011 may qualify November 1, 2011 provided their final PMM rating for 2011 is "successfully met expectations" or above.

7. Employees who are not eligible for the negotiated wage increase in July of any subsequent year of the agreement may qualify in November of the same year provided their final PMM rating is "successfully met expectations" or above.

LETTER OF AGREEMENT**RE: LEAVE OF ABSENCE FOR POLITICAL CANDIDACY****LEAVES**

I write to confirm that a leave of absence for the purpose of being a candidate in a federal or provincial election campaign may be requested by a member of the bargaining unit and will be treated in accordance with the policy of the Bank in effect at the date of any such request.

(s) G. Murray**FOR THE TRADE UNION****(s) R. Avinoam****FOR THE EMPLOYER**

LETTER OF AGREEMENT**RE: TUITION FEES AND BOOK REFUNDS**

The bank practice respecting tuition fees and book refunds will also apply to the bargaining unit **so long as** it remains a policy of the Bank.

(s) G. Murray

FOR THE TRADE UNION

(s) R. Avinoam

FOR THE EMPLOYER

LETTER OF AGREEMENT**RE: AGENCY PERSONNEL**

The parties agree that the employer may continue to use agency personnel up to **10%** of the total number of employees in the bargaining unit as of the first day of the month in which such personnel would be retained without restriction and without any application of the collective agreement, except that any agency personnel may be utilized for a maximum of six (6) months, **after** which time such agency personnel may be offered a "Term Worker" assignment.

Furthermore, provided that the bargaining unit consists of at least **300** employees, the parties agree that, for up to twelve (**12**) weeks during the year, the employer may use an additional ten (**10**) agency personnel without restriction and without any application of the collective agreement.

(s) G. Murray

FOR THE TRADE UNION

(s) R. Avinoam

FOR THE EMPLOYER

LETTER OF AGREEMENT**RE: VACATIONS**

This letter confirms that the employer will, for vacation purposes continue to recognize the additional years of service before their dates of last hire for the employees whose names and additional years are listed below:

NAME	ADDITIONAL YEARS
Susan Borgonia	10
Tina Cianflone	3
Nirmal Paul	1
Robert Simon	10
Jocelyn Ferrer	2
Carm Tamburello	3
Nancy Ging	1
Assunta Quintiliani	3
Philippe Gontard	3
Sherry Woodward	1
Carlos Davis	12
Pat Stirpe	4
Sasilia Rassy	1

(s) G. Murray**(s) R. Avinoam**

FOR THE TRADE UNION

FOR THE EMPLOYER

LETTER OF AGREEMENTRE: BENEFITS AND VACATION

This letter confirms that any improvements in vacation entitlement, vacation policy or the CIBC pension plans that are generally applicable to other CIBC employees not represented by a trade union within Metropolitan Toronto during the currency of this collective agreement will be applied to the eligible employees covered by this agreement simultaneously in the same manner.

(s) L. Hay

FOR THE TRADE UNION

(s) S. Shand

FOR THE EMPLOYER

LETTER OF AGREEMENT**RE: HUMANITY FUND**

The Company agrees to deduct the amount of \$.01 per hour from the wages of all employees in the bargaining unit for all hours worked and to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7 within fifteen (15) working days of the end of the month and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment, and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company of that employee's written statement of his/her desire to discontinue such deductions from his/her pay. An employee may only change his/her participation status once during the life of the collective agreement.

(s) G. Murray

FOR THE TRADE UNION

(s) R. Avinoam

FOR THE EMPLOYER

LETTER OF AGREEMENT**RE: ADMINISTRATION OF 15.01, .02, .03, .05 AND 16.01**

For the duration of this collective agreement, the following articles shall be administered as follows:

- 15.01** The regular work week for full-time employees will be thirty-seven and one-half (37 1/2) hours per week comprised of five (5) work days scheduled for no more than eight (8) hours per day. A regular work week containing one (1) or more eight (8) hour shifts shall be by mutual agreement between the employee and his/her supervisor. Should either party want to change the employee's regular work week back to five (5) work days scheduled for seven and a half (7 1/2) hours per day, a minimum of three (3) weeks notice in writing shall be provided by either the supervisor or the employee.
- 15.02** Employees working a minimum of seven (7) hours a day are entitled to two (2) rest periods of fifteen (15) minutes each, paid at the employee's regular hourly rate.
- 15.03** Authorized time worked by an employee in excess of eight (8) hours per day or in excess of thirty seven and a half (37 1/2) hours per week will be paid at a rate of one and a half (1 1/2) times the employee's basic hourly rate.

LETTER OF AGREEMENT CONTINUED

RE: ADMINISTRATION OF 15.01, .02, .03, .05 AND 16.01

- 15.05** Employees who have worked nine and a half (9 1/2) hours or more in a day will be entitled to a meal allowance. The meal allowance will be ten (\$10.00) dollars.
- 16.01** For the purposes of this article 16 only, overtime shall be defined as all hours worked in excess of the employee's regularly scheduled hours for that day.

(Remainder of article to remain the same)

(s) G. Murray
FOR THE TRADE UNION

(s) R. Avinoam
FOR THE EMPLOYER

LETTER OF AGREEMENT**RE: SUMMER STUDENTS, CO-OP STUDENTS AND
TERM WORKERS**

Summer Students, Co-op Students and Term Workers will be employed under the following terms and conditions:

1. Term Workers shall only be employed on a temporary basis *to* assist in tasks such as bridging a hiring gap, reducing work backlogs, temporary increases in business volumes and the introduction of new products and services (example: FORD Visa), or for any of the purposes outlined in ARTICLE 2.03 DEFINITION OF EMPLOYEES of the Collective Agreement. Where practical, the employer shall endeavour *to* utilize "term workers" rather than "Temporary Employees" as defined in ARTICLE 2 - DEFINITION OF EMPLOYEES;
2. Summer Students shall only be employed for the period April 15 to September 15 inclusive in any calendar year;
3. A Term work assignment shall not exceed six (6) calendar months unless mutually agreed upon between the Employer and the Trade Union, or, in the case of replacement of a regular employee on child care leave, a time equal *to* the child care leave, plus five (5) working days. A minimum 45 day period will elapse between successive term work assignments unless mutually agreed upon.

LETTER OF AGREEMENT CONTINUED**RE: SUMMER STUDENTS, CO-OP STUDENTS AND
TERM WORKERS**

4. A Co-op Student work term shall not exceed four **(4)** calendar months:
5. The employer shall not be permitted to hire Summer Students, Co-op Students or Term Workers if any employee is on a recall list under Article **13**, Lay-offs and Recalls;
6. Summer Students and Co-op Students shall be administered as temporary employees as per Article 2.02 of the Collective Agreement:
7. Term Workers are required to pay Union Dues in accordance with Article 6, Trade Union Deductions, but are only covered by Articles **6, 15, 16, 17, 22** and Schedules "A" and "B" of the Collective Agreement;
8. Term Workers, Summer Students and Co-op Students will not accumulate seniority in accordance with Article **11**, Seniority, nor be subject to Article **13**, Lay-offs and Recalls:
9. In the event Management hires a Term Worker, Summer Student or Co-op Student to fill a vacancy within the Bargaining Unit, the Term Worker, Summer Student or Co-op Student shall be required to complete a probationary period in accordance with

LETTER OF AGREEMENT "continued"**RE: SUMMER STUDENTS, CO-OP STUDENTS AND
TERM WORKERS**

Article **11.06** of the Collective Agreement. Following successful completion of the probationary period, in the case of Term Workers, seniority in accordance with Article **11-SENIORITY** will be calculated to include the time worked during the assignment as a Term Worker, provided there has been no break in service. In the case of Summer Students and Co-op Students, following successful completion of the probationary period, seniority in accordance with Article **11-SENIORITY** will be calculated to include the time worked during the assignment as a Summer Student or Co-op Student, provided there has been no break in service and only if there is agreement by such Summer Student or Co-op Student to remit an amount equal to the trade union deduction under Article **6-TRADE UNION DEDUCTIONS** for the time period of the Summer Student or Co-op Student assignment. If such an amount is remitted, the employer agrees to forward such amounts to the trade union;

10. Term Workers, Summer Students or Co-op Students shall not be paid less than the minimum rate of pay for the pay level and **job** to which they are assigned in accordance with Schedule "B" of the Collective Agreement.

(s) G. Murray
FOR THE TRADE UNION

(s) R. Avinoam
FOR THE EMPLOYER

LETTER OF AGREEMENT
ANNUAL INCENTIVE PLAN

The Employer agrees to maintain under the same terms and conditions and at the same time as the rest of CIBC, an annual incentive award program called the Annual Incentive Plan (AIP).

The Employer reserves the unconditional right to eliminate, reduce, or amend the AIP at any time.

All matters regarding the interpretation, application, eligibility and payments under the AIP shall be determined solely by the employer **and** not subject to the grievance **and** arbitration provisions of this Agreement.

(s) R. Avinoam

FOR MANAGEMENT

(s) W. Dowsett

FOR THE UNION

LETTER OF AGREEMENTRE: COMPRESSED WORK WEEK ARRANGEMENTS

On a mutually agreeable basis, where practicable, the Union and Management may implement a modified work schedule under the terms and conditions specified in the Canada Labour Code. It is understood this shall be done on a voluntary basis. It is further understood and agreed that employees working a compressed work week **will** only be paid overtime for hours worked in excess of seventy-five **(75)** hours on a **bi-weekly** basis and will be revenue-neutral in regards to shift premiums.

(s) L. Hay

For the Trade Union

(s) S. Shand

For the Employer

LETTER OF AGREEMENT**IN-LEVEL ADJUSTMENTS**

Based on the responsibility being added in the position, management will apply up to a 4% increase for in-level adjustments. Salary adjustments are not subject to the grievance and arbitration procedure.

Signed this 8th day of March, 1994 at Toronto, Ontario.

(s) R. Avinoam

FORMANAGEMENT

(s) G. Murray

FOR THE UNION

LETTER OF AGREEMENT**RE: ADMINISTRATION OF ARTICLE 30.02**

This will confirm that the parties agree that there shall be a Safety Committee to represent any work location other than 750 Lawrence Avenue West. Any such Safety Committee shall be composed of members in accordance with Article 30.02 and shall hold joint meetings with VISA Centre Safety Committee.

(s) G. Murray

FOR THE TRADE UNION

(s) R. Avinoam

FOR THE EMPLOYER

LETTER OF AGREEMENT**Quarterly Incentive Program**

The Employer agrees to maintain under the same terms and conditions **as** the rest of CIBC VISA, VISA's performance-based Quarterly Incentive Program (QIP).

The Employer reserves the unconditional right to eliminate, reduce or amend the QIP at any time.

All matters regarding the interpretation, application and eligibility under the QIP, including applicable standards and salary adjustments, shall be determined solely by the employer and not be subject to the grievance and arbitration provisions of this Agreement.

(s) L. Hay

For the Trade Union

(s) S. Shand

For the Employer

LETTER OF AGREEMENT**Re: Chairperson of the Bargaining Committee**

The Employer and the Trade Union recognize the role of the Chairperson of the Bargaining Committee to promote harmonious labour relations and the need to allow the Chairperson sufficient time to discuss complaints and potential grievances and meet with the employer.

Therefore, the Chairperson of the Bargaining Committee shall be allowed to discuss complaints and potential grievances and to meet with the employer in accordance with Articles 5.04 and 8.04 of the Agreement. Meetings with the Employer may concern any matter under the Collective Agreement. It is understood that the scheduling of the time shall be determined by the Employer based on operations requirements.

The Employer agrees to provide the Chairperson with a workstation within his/her department that enables greater privacy for conducting union business. In addition, the Employer will provide the Chairperson with a locked filing cabinet.

The Chairperson may have one designate in the event the Chairperson is absent from work or otherwise unavailable.



For the Trade Union



For the Employer

LETTER OF AGREEMENT

Re: Temporary Relief Assignments

The Employer and the Trade Union agree that temporary relief assignments shall be subject to the following guidelines:

1. Temporary relief assignments may be utilized to back-fill short-term hiring needs associated with the absence of an existing employee or a temporary increase in work volume or to assess the viability of a new job classification or position.
2. In cases of back-fill situations, temporary relief assignments shall be limited to the length of the authorized leave of absence. Temporary relief assignments to assess the viability of a new job classification or position or to deal with a temporary increase in work volume shall be limited to nine (9) months, or twelve **(12)** months for maternity leave, unless the Employer and Trade Union agree otherwise. Following this period, the temporary relief assignment shall terminate or a new permanent position will be posted under Article 14.

LETTER OF AGREEMENT**Re: Temporary Relief Assignments**

3. Any position that becomes permanent following a temporary relief assignment shall be posted under Article 14-PROMOTIONS of the Agreement.
4. Priority for temporary opportunities shall be provided to bargaining unit employees through temporary relief assignments whenever possible and where, in the judgment **of** the Employer, it is appropriate to do **so**.
5. The employee shall be advised of the applicable temporary relief allowance.
6. Temporary relief assignments shall be advertised Centre-wide to ensure all qualified, interested employees within the bargaining unit have the opportunity to make their interest known.

LETTER OF AGREEMENT**Re: Temporary Relief Assignments**

7. The selection criteria for temporary relief assignments shall be based on performance and ability to perform the job. If these factors are relatively equal, seniority shall be the governing factor.

8. The selection of individuals for temporary relief assignments shall not be subject to the grievance and arbitration procedure under the Collective Agreement. It is understood that a grievance may only be filed for temporary relief assignments lasting longer than the period referred to in paragraph 2 above, and that the remedy for such grievances shall be limited to the posting of a permanent position or vacancy under Article 14.01.

LETTER OF AGREEMENT**Re: Temporary Relief Assignments**

9. Employees may communicate their interest in future developmental opportunities at any time by writing to the Human Resources Department as per Article 14.08.
10. The parties agree that employees who have completed a temporary relief assignment shall not be eligible for any other temporary relief assignment for a period of three (3) months.

(s) W. Dowsett

For the Trade Union

(s) R. Avinoam

For the Employer

LETTER OF AGREEMENT**RE: TRADE UNION LEAVE FOR CHAIRPERSON****OF BARGAINING COMMITTEE**

In addition to the trade union leave under Article 28-TRADE UNION CONVENTION, the chairperson of the bargaining committee may utilize up to ten (10) additional days per calendar year for trade union leave under the same terms and conditions as described in Article 28.

(s) W. Dowsett

For the Trade Union

(s) R. Avinoam

For the Employer

LETTER OF AGREEMENT**RE: QUARTERLY MEETINGS**

This letter confirms that during the term of this collective agreement, the Employer agrees to meet with the Bargaining Committee on a quarterly basis to discuss business change initiatives and related subjects of mutual interest. The Employer will be represented by the Senior Vice President, Customer Service & Operations and/or her designate(s). The agenda shall be drawn up and agreed to in advance.

Is) G. Murrav

For the Union

(s) S. Shand

For the Employer

LETTER OF AGREEMENT**Re: Wage Adjustments**

This is to confirm that the Employer and the Trade Union agree that the Employer may, at its discretion, review **and** adjust upwardly the base wage rates of those employees low in the wage ranges at any time following the ratification of the collective agreement ending February 28, 2004.

(s) G. Murray

For the Union

(s) S. Shand

For the Employer

LETTER OF AGREEMENT**Re: Work-Related Illness or Injury**

In addition to the provisions of Article 23, the employer confirms that under CIBC's Short Term and Long Term Disability Plans, all employees (including casual and contract employees) are covered for work-related illness or injury from the day they start employment with CIBC. The benefit will be at least equal to the applicable workers' compensation benefit in the employee's province/territory.

(s) G. Murray

For the Union

(s) S. Shand

For the Employer

LETTER OF AGREEMENT**Re: Time Off for Citizenship Ceremony**

The employer and the trade union agree that the longstanding practice of granting employees a half-day off with pay during their regular hours of work to facilitate attendance at a ceremony for the purposes of obtaining their Canadian Citizenship shall continue **for** the duration of this collective agreement.

(s) G. Murray

For the Union

(s) S. Shand

For the Employer

Letter of AgreementRe: the Administration of Article 24-Leave of
Absence

The parties agree that in the, event an employee is unable to attend work, the expectations contained under Article 24-Leave of Absence, subsection 24.01 will apply.

While employees will make every effort to speak to their Intraday Coordinator or manager directly as applicable during regular business hours, a voice mail message may be left as long as sufficient information pertaining to the reasons and expected duration of the absence are provided. However, should there be any concern relating to the timing, nature or administration of the absence and/or an existing record of excessive absenteeism, the manager will contact the employee directly to further discuss their absence

(s) L. Hay
For the Trade Union

(s) S. Shand
For The Employer

Letter of Agreement**Re: Day of Mourning**

The Employer recognizes April 28 as the annual day of remembrance for workers killed or injured on the job and will pay 7.5 hours lost time for one (1) employee selected by the Union to attend Day of Mourning events.

(s) L. Hay
For the Trade Union

(s) S. Shand
For the Employer

Letter of Agreement**Re: Joint Monthly Meetings**

In the interests of maintaining a harmonious relationship, the Employer and the Trade Union agree to continue their practice of meeting regularly within each business area to discuss business updates or issues of common concern.

An agenda will be prepared and provided to the respective parties at least one day in advance of the meeting outlining the items to be discussed.

The union will be allowed up to one hour to properly prepare for the meeting.

(s) L. Hay
For the Trade Union

(s) S. Shand
For the Employer

UTTER OF AGREEMENT**Re: Coordinated Return to Work Meetings**

The parties agree that an employee who is required to attend a meeting under CIBC's Coordinated Return to Work (CRTW) Program may, if desired, request the presence of a union representative. Further, the employee shall be informed of the Union Representative that has been assigned to their case including the appropriate contact information. Such meetings will normally take place during regular working hours and the absence of the union representative from his or her assigned duties for that period will be with pay.

It is the employer's responsibility to advise the trade union in advance once the CRTW meeting is scheduled. It is the responsibility of the trade union to ensure that union representation is available if representation has been requested by the employee. Provided the employer has made all reasonable efforts to secure a trade union representative, the unavailability of a union representative shall not prevent a scheduled meeting from proceeding.

The parties acknowledge that the role of the union representative as an observer is to provide support to the employee within the context of the objectives of the CRTW process.

For the Trade Union

For the Employer

Letter of Agreement
Re: Family Day

Further to the general holidays set out in Article **21** of this Collective Agreement, Family Day (the third Monday in February) will be extended to employees working in the Toronto VISA Centre in the same manner as for other CIBC employees in Ontario. This shall apply for the duration of this agreement, and shall be administered under the same terms and conditions set out in Articles **21.02 - 21.06**.

(s) L. Hay

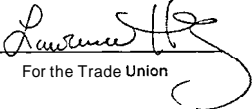
For the Trade Union

(s) S. Shand

For the Employer

LETTER OF AGREEMENT**Re: Annual Performance Assessment**

The parties acknowledge that the Performance Measurement and Management Individual Performance Scorecard (PMM), used to assess employees' performance, may be revised during the life of this Agreement. As per the intent of Article 22.02 of this Agreement, the parties agree that should the PMM be revised, employees will maintain the ability to grieve a rating that is deemed unsatisfactory by the Employer.



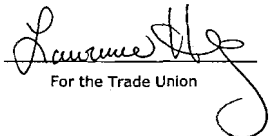
For the Trade Union




For the Employer

LETTER OF AGREEMENTRe: Training/Coaching

Both parties remain committed to the successful reintegration of employees who have been absent from work for extended periods of time. Given this commitment, the employer will determine whether a productive return to work requires additional training, re-familiarization and/or coaching and the length of time required.



For the Trade Union



For the Employer

GRIEVANCE FORM

Department: _____

Date Filed: _____

Employee's Name: _____

Classification: _____

Steward Involved: _____

Supervisor's Name: _____ Title: _____

Date of Alleged Violation: _____

Details of Grievance: _____

**Article(s) and Section(s) of the Collective Agreement
Alleged to be Violated:**_____

Remedy Sought: _____

_____Signed: _____
(Grievor)_____
(Steward)

STEP 1:

Employer's Answer: _____

Date: _____ Signed: _____
(Officer designated by Employer)**STEP 2:**Explanation As To **Why Step 1** Response Not
Satisfactory: _____

Date: _____ Signed: _____
(Steward)**STEP 2:**

Employer's Answer: _____

Date: _____ Signed: _____
(Officer Designated by Employer)

FORM 2Decline Letter – _____ n after job is filled

Dear _____

Re: Job # _____ Title: _____

We have recently reviewed and assessed your application for the **above-noted** position.

Candidates were considered on the basis of performance and ability to do the job, with seniority as the governing factor in the event of relative equality in accordance with Article 14-Promotions of **the VISA** Collective Agreement.

Upon review of your candidacy, we regret that we will not be proceeding with your application at this time.

We encourage **you to** discuss your career interests with your manager, and seek input on potential areas of development for inclusion in your Individual Development Plan

Thank you for your time and interest in the above job vacancy.

Yours truly,

Hiring Manager

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