

THIS COLLECTIVE AGREEMENT IS ENTERED INTO THIS
2ND DAY OF SEPTEMBER, 1993

| | |
|----------------------|-----------------|
| SOURCE | <i>bank</i> |
| INTO THIS | <i>93 09 02</i> |
| TERM. | <i>94 02 28</i> |
| No. OF EMPLOYEES | <i>51</i> |
| NOMBRE D'EMPLOYES | <i>JW</i> |

S.D.

BETWEEN:

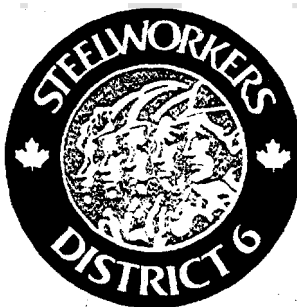
MAIL AND PRINTING CENTRE
CANADIAN IMPERIAL **BA**" OF COMMERCE
TORONTO, ONTARIO

(hereinafter referred to as the "employer")

-and-

UNITED STEELWORKERS OF AMERICA
(ON BEHALF OF ITS LOCAL, 2104 (B))

(hereinafter referred to as the "trade union")



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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 Mail and Printing Centre, Commerce Court West, Data Level 1, and Mail and Printing Centre at 750 Lawrence Avenue West, Floor 1, Toronto, Ontario, which includes the employees in the classifications listed in Schedule A of the collective agreement and excludes the manager, assistant managers, senior supervisors, supervisors, assistant supervisors, management trainees and casual employees.

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 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.

2.02 Persons who are on casual employment are not considered to be employees for the purpose of this collective agreement. The term "casual" shall mean persons who are on call or not employed on a regularly scheduled basis, or 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 not exceed four (4) 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.

ARTICLE 3 - NO DISCRIMINATION

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.

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, in accordance with that Act, does not discriminate against any employee on the basis of age, marital status, sex, physical disability, race, creed, colour, national or ethnic origin or religious affiliation.

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 The trade union may designate up to four (4) employees from this bargaining unit to act as its bargaining committee, provided they have all completed one year of service in Central the Mail and Printing Centre.

- a) Mail Centre
- b) Printing Services
- c) Addressograph, Collating and Inserting
- d) Mail and Printing - 750 Lawrence Avenue West,
Toronto

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

5.02 The employer will also recognize up to four (4) stewards for the purpose of assisting employees in presenting complaints and grievances in accordance with the grievance procedures of the collective agreement. All employees so recognized must have completed their probationary period within the bargaining unit.

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 appointments and the names of any of the former committee persons whom they are replacing, and 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

UNION REPRESENTATION "Cont'd."

committee person or chairperson without notice in writing from the trade union.

5.04 The trade union stewards and committee persons shall be allowed any necessary time to discuss and present grievances and complaints and shall be paid for such time. Prior to a steward or committee person taking time off work to discuss grievances or complaints, 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. A steward representing a grievor on a shift other than the steward's scheduled work shift may do so, but will not be paid for such time. The bargaining committee shall be allowed to attend at arbitration hearings, but will not be paid by the employer. 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 sections during the term of this collective agreement unless mutually agreed to.

UNION REPRESENTATION "Cont'd"

5.05 The employer agrees to continue the regular pay of an employee absent from work on authorized union leave as provided for by this collective agreement. The union shall reimburse the employer within thirty (30) days of such wage payment upon receipt of a statement from the employer. A leave of absence form must be completed and authorized by the union and the employer prior to any such authorized absence.

5.06 The trade union may designate two (2) bargaining unit employees as representatives to the Safety Committee.

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 according to the trade union's written instructions within fifteen (15) working days of the end of the month. 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 starting from date of hire. Total deductions paid by each employee will be recorded on the employee's annual form T-4 for income tax purposes.

TRADE UNION DEDUCTIONS "Cont'd"

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.

6.04 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.

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 scheduled. Such grievances must be discussed with the supervisor within ten (10) working days after the circumstances that gave rise to the grievance first occurred. The Supervisor will reply within two (2) working days. If the grievor is not satisfied with the oral reply of the supervisor, a written grievance may be filed.

GRIEVANCE PROCEDURE "Cont'd"8.03 Step 1

The grievance must be presented in writing to the appropriate Supervisor or designate within three (3) working days of the receipt of the oral reply referred to in 8.02 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 section 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 signature of the grievor and the steward.

The Supervisor 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.

GRIEVANCE PROCEDURE "Cont'd"Step 2

The grievance may be referred to Step 2 by submitting it to the Manager, Central Mail and Printing Centre, 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 explanation as to why the employer's response at Step 1 is not satisfactory. The Manager or designate will convene a meeting with the grievor and the steward for the grievor's area and one representative of the bargaining committee and must deliver the decision in writing seven (7) working days following the date of the receipt of the grievance. The trade union representative may also attend this meeting.

8.04 Any difference arising between the employer and the trade union concerning the interpretation, application, administration or alleged violation of this collective agreement may be originated as 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

GRIEVANCE PROCEDURE "Cont'd"

of the agreement alleged to have been violated, the remedy sought, and be signed by a recognized representative of the grievor. A meeting shall be held between the Senior Manager 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 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.

GRIEVANCE PROCEDURE "Cont'd"

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.

Where a grievance of this nature is filed, a maximum of (3) three 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 prescribed time limits, the grievance may be referred to the next step of the grievance procedure.

GRIEVANCE PROCEDURE "Cont'd"

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 Failing settlement under the grievance procedure of any grievance concerning the interpretation, application, administration or alleged 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.

GRIEVANCE PROCEDURE "Cont'd"

8.09 Grievances will be presented, referred to the next step, 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 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. Time spent by the grievor, steward and representative of the bargaining committee for the section in presenting the grievance to the employer, as set out in Steps 1 and 2 will be considered as time worked.

8.10 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 When either party requests that a matter be submitted to arbitration, as provided in Article 8.08 "Grievance Procedure", it shall at the same time nominate an arbitrator. Within twenty (20) days thereafter, the other party shall nominate an arbitrator and contact the other party's arbitrator. If such party fails to nominate an arbitrator as herein required, the other party may request the federal Minister of Labour to make such appointment and the Minister shall be deemed to be authorized hereby to make the appointment. The two arbitrators will then select the Chairperson of the Arbitration Board from the following list:

Gail Brent
Prof. Earl Palmer
Prof. Gregory Brandt
Jane Devlin
Prof. Graeme McKechnie
Ian Springate
Robert D. Joyce
Ross L. Kennedy
Maureen Saltman
Prof. Bruce Welling

Selection of the Chairperson will take place on a rotational basis beginning with the first name at the top of the list. If that Chairperson 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 as the Chairperson of the Arbitration Board.

ARBITRATION BOARD "Cont'd"

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

If none of the ten (10) proposed Chairpersons 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 an impartial Chairperson within ninety (90) days and the Minister shall be deemed to be authorized hereby to make the appointment. These time limits may be extended by mutual written agreement of the employer and the trade union. If all three members of the Arbitration Board have not been appointed 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 By mutual agreement, the parties may agree to proceed to arbitration of a particular grievance by the procedure of exchanging lists of three (3) proposed single arbitrators. In the event that a name is proposed common to both lists, such person shall be invited to serve as arbitrator of the grievance. When no name is common to both lists, the party requesting that the matter be submitted to arbitration may, within ten (10) working days after

ARBITRATION BOARD "Cont'd"

the lists have been exchanged, request the federal Minister of Labour to appoint an impartial arbitrator and the requesting party shall provide the other party with a copy of the request.

9.03 No person may be appointed to the Arbitration Board who has been involved in any attempt to negotiate or settle the grievance.

9.04 The following provisions shall govern Arbitration Boards:

- a) in any arbitration, the written record of the grievance shall be presented to the Arbitration Board and the award of the Board 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 Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this collective agreement nor to modify, alter, add to, subtract from or amend any part of this collective agreement;
- d) the written findings of the majority of the Arbitration Board 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 Arbitration Board on which it has no power to rule, the case shall be dismissed without decision or recommendation on its merits;

ARBITRATION BOARD "Cont'd"

- e) each of the parties to this agreement will bear the expenses of the arbitrator nominated by it and one half of the fee and expenses, if any, of the Chairman of the Arbitration Board;
- f) 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.

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

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 offences 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;
- 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.

DISCIPLINE AND DISCHARGE "Cont'd"

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.

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 with the employer for the purpose of being disciplined, the employee shall be so advised. The steward for the section will also be advised for the purpose of attending the meeting. If the steward is unavailable, another steward may be designated. The unavailability of stewards shall not stop the meeting or affect the quality of discipline meted out. The employer shall provide the

DISCIPLINE AND DISCHARGE "Cont'd"

employee and steward with a copy of any written discipline.

10.05 No written disciplinary action shall remain against an employee's record for a period longer than two (2) years.

ARTICLE 11 - SENIORITY

11.01 All employees' names shall appear on the 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 If two or more employees have the same seniority date then seniority ranking amongst those employees shall be determined by the last three digits of their social insurance numbers. The higher number will carry the greater seniority.

11.03 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.

- 11.04 a) The employer will provide the trade union chairperson with a copy of the seniority list twice a year as follows:
- i) One (1) month following the effective date of this collective agreement.
 - ii) Five (5) months after the date in (i) above.

SENIORITY "Cont'd"

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

11.05 If an employee on the seniority list covered by this agreement is transferred or appointed to a position outside of 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.

11.06 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;
- g) if an employee retires or has retired according to a pension plan of the Canadian Imperial Bank of Commerce.

ARTICLE 13 - LAY-OFFS AND RECALLS

13.01 Where the employer decides to discontinue a position, a minimum of three (3) weeks notice shall be provided. Employees within the classification affected shall be laid off in order of seniority commencing with the most junior employee. 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. Alternatively, 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. 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 same pay level, 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. Alternatively, 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. 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, the process will apply to successively lower pay levels. 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.

LAY-OFFS AND RECALLS "Cont'd."

The hourly rate of pay 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 most senior employee on lay-off provided they have the seniority and ability. No new employees will be hired prior to laid off employees being recalled to the Mail and Printing Centre.

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 year or a time equal to the employee's seniority prior to layoff whichever is the lesser.

13.04 If an employee is recalled within the period set out in .03 above, the employee shall be credited with the amount of seniority accrued prior to the date of the layoff.

ARTICLE 14 . PROMOTIONS

14.01 Where the employer creates a new 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 jobs are created or vacancies occur within the bargaining unit, the employer will post such new jobs or vacancies for a period of (5) five working days in order to allow employees who have seniority to apply. The posting will provide a brief overview of the position. The name of the successful applicant will be posted within ten (10) days of the selection.

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 inside or outside the bargaining unit into the position.

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

PROMOTIONS "Cont.d"

14.05 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).

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 5 days per week.

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

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

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

15.03 No overtime will be worked without prior authorization of the employer. Authorized time worked by an employee in excess of seven and one-half (7 1/2) hours per day or in excess of thirty-seven and one-half (37 1/2) hours per week will be paid at a rate of one and one-half (1 1/2) times the employee's basic hourly rate. Overtime will be paid on the basis of completed units of fifteen (15) minutes.

REGULAR HOURS OF WORK AND OVERTIME "Cont.d"

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 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.

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 his/her employee.

15.05 Employees who have worked a seven and one-half (7 1/2) hour day and are required to work overtime in excess of two (2) hours on that same day, will be entitled to a meal allowance. The meal allowance will be nine dollars (\$9.00).

ARTICLE 16 - OVERTIME ASSIGNMENTS

16.01 Where possible the employer will notify employees twenty-four (24) hours in advance of overtime to be worked. The following procedure will apply:

- a) Overtime work will be distributed to available employees by seniority who:
 - i) have volunteered for such overtime work;
 - ii) are at work and who are completing their regular shift;
 - iii) are working in the classification normally responsible for the overtime work;
 - iv) where such work is separate from and does not adjoin their regularly scheduled hours, overtime will be distributed to those employee(s) reflected in (i) and (iii) by canvassing the employee(s) by seniority starting with the most senior until the required number is obtained and any subsequent overtime canvassing would commence following the last individual who had worked;
 - v) in all cases where sufficient employee(s) 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 department. Junior employees may be by-passed for reasonable cause when twenty-four (24) hours prior notice has not been provided, unless insufficient employees remain available for essential overtime work.

ARTICLE 17 - SHIFT PREMIUMS

17.01 a) Employees who are scheduled to work a shift commencing at or after 12:30 p.m. midday or a shift commencing at or prior to 6:00 a.m. - shall be paid an hourly premium of 65¢ (sixty-five cents).

17.02 This premium 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.

ARTICLE 19 - CLOSURE

19.01 If Canadian Imperial Bank of Commerce determines to shut down Central the Mail and Printing Centre the employer shall advise the trade union chairperson in writing at least sixteen (16) weeks in advance indicating the reason for the action. Thereafter, the bargaining committee and the employer will meet promptly to discuss the shutdown and alternatives and the manner in which employees will be affected.

ARTICLE 20 - VACATIONS WITH PAY

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

20.02 Each full-time employee will be entitled to a vacation with pay in accordance with the following schedule based upon their last date of hire into a full-time position with the Canadian Imperial Bank of Commerce.

- a) During the first year of employment and starting work during the following periods:

| | | |
|-------------------------|---|---------|
| January 1 to March 31 | - | 10 days |
| April 1 to June 30 | - | 8 days |
| July 1 to September 30 | - | 5 days |
| October 1 to December 1 | - | 3 days |

- b) During the second (2nd) and third (3rd) calendar years of employment:

eleven (11) days, or
fifteen (15) days if the total vacation entitlement is taken during the periods January 1st to April 30th and November 1st to December 31st.

- c) During the fourth (4th) to ninth (9th) calendar years of employment:

fifteen (15) days, or
twenty (20) days if the total vacation entitlement is taken during the periods January 1st to April 30th and November 1st to December 31st.

- d) During the tenth (10th) to nineteenth (19th) calendar years of employment:

twenty (20) days.

VACATIONS WITH PAY "Cont'd"

- e) During the twentieth (20th) calendar year and subsequent years of employment:

twenty-five (25) days.

20.03 The vacation calendar will be posted by January 10th each year. Vacation times should be selected prior to March 1 each year, confirmed one week thereafter, and any conflicts between employees respecting the scheduling of available time shall be resolved by giving preference to the senior employee. Any vacation not scheduled by February 28 shall be scheduled thereafter, on a first come, first served basis and seniority shall not be considered.

20.04 The employer will post in each section a list showing the names of all employees, their seniority and their vacation schedule as agreed.

20.05 All vacations under the entitlements noted in .01 a) to e) 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.

VACATIONS WITH PAY "Cont'd"

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

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)

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 layoff the day on which the holiday is observed;

and

HOLIDAYS "Cont'd"

- (d) not have agreed to work on the holiday or without cause satisfactory have failed to report for and perform the work.

21.04 In the event of any holiday, as defined in Article 21.01 above, occurring during an employee's vacation period, an additional one (1) day holiday with pay will be 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 the classifications in the bargaining unit will be within the ranges as set out in Schedule "A" attached hereto.

22.02 The employer agrees to maintain an annual performance review program. Performance reviews shall not be the subject of the grievance and arbitration procedures in the collective agreement, except where an employee receives an overall rating of "Needs Improvement" or "Unsatisfactory", or any negative comments.

22.03 For the purposes of determining the levels of those benefits which are based on annual wages, an annual wage will be assumed for each full-time employee and will be calculated by multiplying the hourly rate by one thousand nine hundred and fifty (1,950).

22.04 The employer will provide the trade union chairperson with a list of employees in the bargaining unit showing their current hourly rate of pay and classification, within two months of the effective date of the collective agreement and annually thereafter.

ARTICLE 23 - EARNED BENEFITS

23.01 The employer will make premium contributions for each eligible employee in its active employ on the same basis existing immediately prior to the effective date of this collective agreement for those benefit plans in effect for such employees, provided the balance of the premiums is contributed by the employee through payroll deduction.

The benefits plan will include:

- a) Short Term Disability;
- b) Long Term Disability;
- c) Dental Insurance;
- d) Group Health Insurance;
- e) Group Life Insurance;
- f) Dependent's Life Insurance;
- g) CIBC Accident Insurance
- h) Group Accidental Death and Dismemberment Insurance Plan
- i) Contributory and Non-contributory Pension Plan.
- j) Employee Share Purchase Plan
- k) Maternity and Adoption Benefit
- l) Survivor Allowance

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.

EARNED BENEFITS "Cont'd"

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.

23.05 The employer will provide a copy of "Your Commerce Benefits Program" to all employees presently in the bargaining unit, the union and a copy to each new employee before the completion of the probationary period.

ARTICLE 24 - LEAVE OF ABSENCE24.01 Notice of Absence

Employees are required to attend work regularly. When unable to attend, the employee must contact the immediate supervisor 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. If the employee cannot contact the supervisor another supervisor within the department, or if there is no other supervisor, the Manager must be contacted by the employee. **An** employee may be required by the employer to substantiate the reasons for any absence.

24.02 Leave of Absence Without Pay

The employer, in its sole discretion, may grant a leave of absence without pay for personal emergencies or for important family reasons. **An** employee requesting such a leave of absence must provide as much notice as possible to the immediate supervisor, clearly stating in writing the reasons for the request and the proposed duration. No such leave may be utilized for vacation purposes.

LEAVE OF ABSENCE "Cont'd"24.03 Return to Work

An employee who fails to return to work from an authorized leave of absence for reasons which are unsatisfactory to the employer or who utilizes the leave of absence for other than the reasons for which it was granted ~~may~~ be subject to discipline for cause, up to and including termination.

ARTICLE 25 - Child Care Leave

25.01 Child care leave is a leave of absence without pay available, as set out in (a) through (c) below, to an employee who has completed **six** (6) months of continuous employment. Child care leave includes:

- a) maternity leave available to a pregnant employee;
- b) leave for the care and custody of a newborn child; and
- c) leave for the care and custody of an adopted child.

25.02 a) Leave for maternity reasons will be granted upon application, for a period of up to seventeen (17) weeks plus the period between the date specified in the physician's certificate and the actual date of confinement. The leave may commence at any time during the eleven (11) weeks prior to the estimated date of confinement and end not later than seventeen (17) weeks following the actual date of confinement;

b) Leave for the care and custody of a newborn child will, upon application, be granted for a period of up to twenty-four (24) weeks on the expiration of any leave taken by a female employee under 25.02(a) above, or on the day the child is born or on the day the child comes into the actual care and custody of the employee;

CHILD CARE LEAVE "Cont'd"

c) Leave for the care and custody of an adopted child will, upon application, be granted for up to twenty-four (24) weeks commencing on the day the child comes into actual care and custody of the employee.

25.03 The aggregate amount of leave that may be taken by two employees under paragraph 25.01(b) or 25.01(c) for child care in respect to any single or multiple occurrence of birth or adoption at one time shall not exceed twenty-four (24) weeks. If a total of twenty-four (24) weeks is reached, the employee must return to work since the leave is automatically ended.

25.04 **An** application for child care leave under paragraph 25.01(a) is to be submitted in writing, accompanied by the certificate of a qualified medical practitioner stating the estimated date of confinement. The employee should give the employer at least two (2) months' notice in writing of the date of commencement of the leave and the length of leave to be taken under 25.01 and 25.02 (a) and (b) above. 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 forthwith if the employee fails to report to work at the

CHILD CARE LEAVE "Cont'd"

expiry of the child care leave of absence unless there is a valid reason acceptable to the employer for such failure in which case the employee must notify her supervisor immediately to explain the reason and to indicate the expected date of return.

25.05 **An** application for leave under paragraph 25.01(c) and 25.02(c) is to be submitted in writing, accompanied by satisfactory evidence that an adoption has been arranged. The employee should give the employer at least two (2) months' notice in writing of the date of commencement of the leave and the length of leave to be taken.

25.06 **An** employee who becomes pregnant will be permitted to continue in employment providing she has filed with the Mail and Printing Centre Personnel Officer a letter from her physician attesting to her good health and certifying her ability to continue to perform the normal duties of her job and that such continued employment would not be injurious to her health. During the period prior to confinement the employer may require another letter if the employer determines that the employee may no longer be able to perform an essential function of her job. If the subsequent letter certifies that she is unable to perform an essential function of her job and no appropriate alternative job is available, the employer may require the pregnant employee to take a leave of absence without pay.

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 or shift premium 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;
- c) return to work if released from court during the first four (4) hours of the employee's normally scheduled working hours.

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 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 on behalf of the Crown or the employer will be granted a leave of absence without loss of basic pay or shift premium 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 subpoena and conduct money to the immediate supervisor outside the bargaining unit as proof of attendance in court;
- c) return to work, if released from the court during the first four (4) hours of the employee's normally scheduled working hours.

27.02 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 conduct money will be deducted from the employee's next pay.

ARTICLE 28 - TRADE UNION LEAVE

28.01 The employer will grant leave of absence without pay or loss of seniority to up to four (4) employees at any one time, who have all completed one year of service in Central the Mail and Printing 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 advance notice in writing by the trade union, subject to the following conditions:

- a) not more than two (2) employees shall be entitled to be absent for this purpose from any one section 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 twenty-nine (29) working days;
- c) the granting of the leave will not jeopardize the efficiency of the department in question as determined by the employer.

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 3 working days 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 working days immediately following the death exclusive of overtime and any other form of premium pay;

29.02 For purposes of this article, members of the employee's immediate family are defined as: spouse, common-law spouse, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren and any relatives permanently residing in the employee's household or with whom the employee resides.

BEREAVEMENT LEAVE "Cont'd"

29.03 Reasonable time off with pay may be provided, at the manager's discretion, to attend the funeral of a close friend or colleague, or to provide for travel time.

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 this collective agreement is being received, including vacation pay, holiday pay, short-term disability, or compensation under any insurance plan.

ARTICLE 30 - DRIVING ALLOWANCE

30.01 When an employee is required to use a personal automobile in the performance of employer-related duties, and where such use has been previously authorized by the employer, the employee will be reimbursed at the rate of 28 cents per kilometre.

ARTICLE 31 - SAFETY

31.01 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.

31.02 There shall be a Central Mail and Printing Centre Safety Committee composed of equal representation by the trade union and the employer not to exceed a total of two per party. Appointments to the Safety Committee by the trade union shall be in accordance with .05 of the Union Representation article.

ARTICLE 32 - BULLETIN BOARDS

32.01 The employer will provide two (2) bulletin boards, one located within the Lounge Area, Mail and Printing Centre, Data Level 1, Commerce Court West, and one located within the Locker Room, Mail and Printing Centre, 750 Lawrence Avenue West, Floor 1, Toronto, 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 CLC and the union.

32.02 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.

32.03 Posted notices which do not comply with the above may be removed.

ARTICLE 33 - CONTRACTING OUT

33.01 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 34 - COPY OF COLLECTIVE AGREEMENT

34.01 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 35 · DURATION OF AGREEMENT

35.01 This collective agreement shall become effective on September 2, 1993 and shall remain in full force and effect until 11:59 p.m. on February 28, 1994.

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 20th day of September, 1993

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNITED STEELWORKERS
OF AMERICA, LOCAL 2104 (B)

DK Doward
[Signature]
[Signature]
[Signature]

Jim Salberg
Fred Lewis
Ang Gault
Robert Murray

SCHEDULE "A"

| | <u>Minimum Hourly Rate</u> | <u>Maximum Hourly Rate</u> |
|---------------------------|--------------------------------|--------------------------------|
| Mail Clerk | 9.49 | 11.51 |
| Mail Sorter | 10.82 | 13.14 |
| Mail Sorter/Driver | 11.05 | 13.38 |
| Driver | 11.05 | 13.38 |
| Addressograph Operator | 11.28 | 13.67 |
| Collating Operator | 11.28 | 13.67 |
| Inserting Operator | 11.28 | 13.67 |
| Photocopy Operator | 11.28 | 13.67 |
| Mail Coordinator | 11.93 | 14.88 |
| Multilith Operator | 11.93 | 14.88 |
| Docutech/Reproduction Op. | 11.93 | 14.88 |
| Perfector Operator | 12.81 | 16.32 |

Effective March 1, 1992

GRIEVANCE FORM

Section _____
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)

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LETTER OF AGREEMENT

RE: AGENCY PERSONNEL

Dear

The number of agency employees in the Central Mail and Printing Centre shall not exceed three (3).

Yours truly,

LETTER OF AGREEMENT

RE: VIDEO DISPLAY TERMINALS

Dear

This letter confirms that during the term of this collective agreement the employer will continue its present practice of attempting to identify alternate employment during pregnancy for employees who work on video display terminals and make a request to the employer for alternative work during pregnancy. If no alternative work is identified the employer agrees that the employee may take a leave of absence without pay or benefits until her normal pregnancy leave commences.

Yours truly,

LETTER OF AGREEMENT

RE: LEAVE OF ABSENCE FOR POLITICAL CANDIDACY

Dear

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.

Yours truly,

LETTER OF AGREEMENT

RE: TUITION FEES AND BOOK REFUNDS

Dear

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.

Yours very truly,

RE: SAFETY SHOES

Dear

The employer agrees to subsidize the purchase of Canadian Standards Association approved safety shoes by employees who are required to wear such shoes.

Employees who are required to wear safety shoes must do so when an identified risk or hazard exists. These risks or hazards will be identified by either the employer or the health and safety committee. A list of hazardous jobs or duties will be circulated by the employer to all employees prior to the strict enforcement of this letter of agreement. From time to time this list will be revised and amended.

The purchase of one pair of safety shoes per calendar year will be subsidized to a maximum of \$68.00 plus applicable provincial sales tax upon proof of purchase.

Yours truly,

LETTER OF AGREEMENT

RE: VACATIONS

Dear

This letter confirms that the employer will, for vacation purposes continue to recognize the additional years of service before the date of last hire for the employee listed below.

| <u>Name</u> | <u>Additional Years</u> |
|-------------|-------------------------|
| Norene Reid | 19 |

LETTER OF UNDERSTANDING

It is understood and agreed that in accordance with Article 33, Contracting Out, that if during the term of this agreement it becomes necessary to reduce and or eliminate the overall size of the truck services section within the Central Mail and Printing Centre it would be accomplished in the following manner and sequence:

- a) As the reduction in truck services takes place the transfer to vacant positions within the bargaining unit will always be offered first to those affected employees in truck services with the greatest years of seniority.
- b) If an insufficient number of employee(s) elect not to transfer within the bargaining unit, the employee(s) with the least amount of seniority starting with probationers will be transferred to those vacancies.
- c) If a total elimination of the truck services section occurs the most senior employee(s) affected will be offered positions within the bargaining unit until all affected employee(s) are transferred within.
- d) It is agreed that there will be no decrease in present wages of those employee(s) affected as a result of such transfer within the Central Mail and Printing Centre.

Signature of Employer

Signature of Union

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LETTER OF AGREEMENT

RE: INTRODUCTION OF STEWARDS

Dear

This letter confirms that during the term of this agreement, the section steward will be introduced to new employees.

Yours truly,

LETTER OF AGREEMENTRE: HUMANITY FUND

Dear

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 15 working days of the end of the month and to advise in writing both the Humanity Fund at the afore-mentioned 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.

Yours truly,

LETTER OF AGREEMENT

Dear

This letter confirms that any improvements in vacation entitlement or any introduction of vision care benefits 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.

Yours truly,

RE: HARASSMENT

Dear

The employer and the trade union will endeavour to provide a work environment free from sexual and/or racial harassment.

Harassment will not be tolerated and no employee should be subjected to such conduct.

Any employee who commits harassment or who knowingly condones the harassment of another employee will be subject to disciplinary action or dismissal.

Definition:

Harassment is defined as conduct which falls into one of the following broad categories:

1. Harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Canadian Human Rights Act. These include: age, race, sex, national or ethnic origin, colour, religion, disability, marital status, family status, or conviction of an offence for which a pardon was granted. It includes deliberate gestures, comments, racial slurs, questions, representations, or other behaviours that ought reasonably to be known to be unwelcome by the recipient.

2. Sexual harassment, or deliberate and/or repeated unsolicited verbal comments of a sexual nature that are unwelcome to the recipient, or physical contact. Various behaviours that can be interpreted as sexual harassment include: 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 towards members of one sex or one sexual preference group.

Yours truly,

Letter of Agreement

Re: Biweekly Pay

Dear

This letter confirms that when the employer implements biweekly pay to other CIBC employees not represented by a trade union within Metropolitan Toronto during the currency of this collective agreement, such biweekly pay will be implemented to those eligible employees covered by this agreement simultaneously in the same manner.

Yours truly,

Letter of Agreement

Re: Administration of 15.01, .02, .03, .05 and 16.01

Dear

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 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.

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 nine (\$9.00) 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.)

Yours truly,

Letter of Agreement

Re: Withdrawal of Agency Personnel Proposal

Dear

The parties agree that the Union's withdrawal of its proposal on the Letter of Agreement on agency personnel shall not prejudice its position in any future grievance or arbitration.

Yours truly,

Dear

For the purpose of administering article 13.01, the Mail Sorter/Driver classification shall be considered to be in the same pay level as the Mail Sorter classification.

Yours truly,