
COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

and

UNITED STEELWORKERS

Local 2020, Sudbury, Ontario

Duration: May 11, 2006 to Nov. 30, 2007

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ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, establish an amicable, orderly and efficient method of settling any differences which may arise between the parties and to set forth the working conditions, hours of work, and benefits to be observed by the Employer and the Union.

ARTICLE 2 - DEFINITIONS

2.01 Definitions

(a) "Employee" shall mean any full time, part time or casual employee of the Employer who has successfully completed her probationary period and is covered by this Agreement.

(b) "Employer" shall mean the Retail Distributiondivision of CIBC.

(c) "Full-Time Employee" shall mean an Employee who is regularly scheduled to work 37.5 hours or more per week.

(d) "Part-Time Employee" shall mean an Employee who is regularly scheduled to work less than 37.5 hours per week.

(e) "Probationary Employee" shall mean an employee of the Employer who has not completed her probationary period and is not therefore yet an Employee for the purposes of this Agreement. The rights of Probationary Employees shall be as expressly indicated in this Agreement.

ARTICLE 2 – DEFINITIONS “Continued”

(f) “Casual Employee” shall mean an Employee who has no regularly scheduled working hours but works on an on-call or irregular basis.

(g) “Branch” shall mean each defined physical work location in City of Greater Sudbury.

(h) “Positions” shall mean the classifications set out in Schedule A to this Agreement.

(i) “Day” shall mean calendar day, unless otherwise defined.

(j) “Union” shall mean the certified bargaining agent, which is the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and includes all those authorized to speak or act on behalf of the Union including the Union Stewards and the Staff Representative.

(k) “Local” shall mean Local 2020 of the Union.

ARTICLE 2 – DEFINITIONS “Continued”

(l) “Bargaining Unit” shall mean the unit of employees in City of Greater Sudbury certified by the CIRB as represented by the Union.

(m) “Staff Representative” shall mean a full time Union employee.

2.02 Where the singular or masculine is used in this Agreement, it shall be deemed to include the plural or feminine and vice versa, where the context so requires.

2.03 In accordance with the decision of the Canada Industrial Relations Board dated July 26th, 2005, the Union is the Collective Bargaining Agent for the retail banking employees at the following branches within the City of Greater Sudbury:

- (a) 116 Cedar Street, Sudbury
- (b) 1349 LaSalle Boulevard, Sudbury
- (c) 1933 Regent Street South, Sudbury
- (d) 2975 Highway 69 North, Val Caron
- (f) 12 Young Street, Capreol

ARTICLE 2 – DEFINITIONS “Continued”

2.04 For the purposes of Article 2.03, retail banking employees shall mean the positions listed on Schedule “A”, and shall not include assistant bank managers and persons above the rank of assistant bank manager, and employees working in Imperial Service.

2.05 Where a position not listed in Schedule “A” is introduced by the employer within the geographic scope of the bargaining unit, and where said position is not excluded by this Article or specifically by a statutory provision from the bargaining unit, the parties agree to meet to determine whether it is a position to be included in the bargaining unit or not. Failing agreement, either party may request that the CIRB make a determination.

2.06 Following signing of the collective agreement, the Employer will arrange for the printing of sufficient copies of this collective agreement to provide one (1) for each member of the bargaining unit and bargaining committee, as well as sufficient copies for the use of management. The Union shall reimburse the employer for one half (1/2) of the costs of such printing.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and agrees that, subject only to the express provisions of this Agreement, it is the exclusive function of the Employer to manage its affairs, to manage its operations in all respects, to conduct its business efficiently, to fulfil its commitments and responsibilities, to maintain and to enhance public confidence and to direct its employees to achieve the Employer's aim in such manner as the Employer determines.

3.02 Without restricting the generality of section 3.01, the Union also acknowledges that it is the exclusive function of management:

(a) to maintain order, discipline, and efficiency;

(b) to hire, discharge, suspend or discipline, transfer, classify, reclassify, determine standards of performance, evaluate, appraise, promote, demote, retire, layoff and recall from layoff

(c) to establish, maintain, enforce, and alter, from time to time, rules and regulations, policies and practices relating to management of the Employer's operations,

ARTICLE 3 – MANAGEMENT RIGHTS “Continued”

the protection of Employer property, fulfilling its commitments and responsibilities, the maintenance of confidential information regarding employees and clients, the maintenance and enhancement of public confidence, the promotion of safety and the general conduct and procedures for employees; and

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

ARTICLE 3 – MANAGEMENT RIGHTS “Continued”

the schedules of work and to schedule overtime, and all their rights and responsibilities of management.

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

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union each agree that there shall be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by either of them or their representatives or members on any of the Company's employees because of an employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.

4.02 The Employer and the 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 race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted.

ARTICLE 5 - UNION REPRESENTATION

5.01 The Employer recognizes the Union's right to select Shop Stewards and Bargaining Committee members as set out below and the Employer agrees to co-operate with these persons in the performance of their duties on behalf of the Union.

5.02 The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the employees for the purposes of this Agreement and shall promptly notify the Employer in writing of any changes in these names.

5.03 The Union may designate up to three (3) employees from the bargaining unit to act as its bargaining committee, provided they have all satisfactorily completed **the** probationary period **as** set out in this Collective Agreement. Bargaining Committee meetings with the Employer shall be scheduled during normal working hours. The Employer will pay for three (3) days of face to face bargaining for three members of the bargaining committee, but only for negotiations up to the release of the report of the conciliation officer. The parties shall share equally in the joint costs of bargaining, such as the costs of meeting rooms and the like. The trade union leave and notice period as per Article 15.01 and 15.02 do not apply to the bargaining committee.

ARTICLE 5 -- UNION REPRESENTATION

"Continued"

5.04 The trade Union Staff Representative will attend all bargaining committee meetings with the Employer.

5.05 The Employer, upon notification in writing from the Union, will recognize one (1) employee at each branch as Union Steward. The purpose of the Union Steward is to assist employees in presenting complaints and grievances in accordance with the grievance procedure and to promote a mutually beneficial working relationship between the Union and the Employer. The Union Steward shall be an employee of the Employer who has completed the probationary period set out in this Collective Agreement.

5.06 The Union acknowledges that the Union Steward has her regular work to perform on behalf of the Employer. Other than as described in Articles 5.07 and 12.12, Union business will occur outside of working hours except where a meeting is being held with the Employer. For such business there will be no loss of regular pay. Where the Union Steward wishes to have an unpaid leave to conduct Union business during working hours in excess of the time above, the Union Steward shall seek permission from the Branch

ARTICLE 5 – UNION REPRESENTATION**“Continued”**

Manager or her designate providing the approximate length of time which will be required to transact this business. The Union Steward shall report back to the Branch Manager or her designated representative before resumption of her duties upon return from this business. The Union Steward will not receive overtime pay as a result of carrying out Union business even if she works beyond her regular time, unless she would otherwise be entitled to overtime.

5.07 Where a Probationary Employee is hired, she will be told the name of the Steward at her branch. The Steward will be released from work for twenty (20) minutes (such time to be paid) to meet with the Probationary Employee if she desires. This will be scheduled at a time approved by the branch Manager.

5.08 With the written consent of an employee, every six months the Employer will remit to the Union the address and phone number of an employee covered by this Collective Agreement. The Employer will not be responsible for providing address changes to the Union.

ARTICLE 6 - UNION SECURITY

6.01 Each employee in the bargaining unit shall have deducted from their wages an amount equivalent to the trade union dues, as advised by the trade union.

6.02 While employees are required to pay dues, employees are not required to become members of the Union.

6.03 The deduction referred to in 6.01 above will commence following the ratification of this Agreement, and new employees will have the equivalent of dues deducted immediately upon commencement of employment.

6.04 All such deductions will be remitted to the trade union within fifteen (15) working days of the end of the month. The remittance shall be sent to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 13083, Postal Station "A", Toronto, Ontario, M5W 1V7, in such form as shall be directed by the Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the union office designated by the Union's area coordinator.

ARTICLE 6 – UNION SECURITY "Continued"

6.05 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

(a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted, and

(b) A list of the names of all employees in the bargaining unit from whom no deductions have been made and reasons, and

(c) This information shall be sent to both Union addresses identified in section 6.04 in such form as shall be directed by the Union to the Employer.

6.06 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this Article.

6.07 The Employer, when providing T-4 slips for employees, will enter the amount of union dues paid to the employee during the previous year.

ARTICLE 6 – UNION SECURITY “Continued”

6.08 In the event union dues are increased during the life of the collective agreement, the Employer shall be given thirty (30) calendar days notice in writing. The new deduction amount will take effect upon the commencement of the first pay period following the (30) thirty days after receipt by the Employer of such notice.

ARTICLE 7 – CORRESPONDENCE

7.01 Except as otherwise specifically provided in this Collective Agreement, all correspondence from the Employer to the Union arising out of this Collective Agreement or incidental thereto shall be forwarded to the Staff Representative. The Union shall inform the Employer in writing of the name and address of the Staff Representative and of any changes from time to time.

7.02 Except as otherwise specifically provided in this Collective Agreement, all correspondence from the Union to the Employer arising out of this Collective Agreement or incidental thereto shall be forwarded to the Branch Manager of the Employer. A copy of such correspondence shall also be forwarded to the Director, Labour Relations, HR Policy & Governance, Commerce Court, Toronto. The Employer shall inform the Union in writing of the name and address of each of the above-mentioned persons and of any changes from time to time.

7.03 The Union may use the Employer's facsimile and telephone for occasional and local communications between the Union staff representative and the Union Stewards, that relate directly to the administration of this Collective Agreement. It is understood that such use should be minimized and, as with all Union business, should occur primarily outside of working hours.

ARTICLE 7 – CORRESPONDENCE "Continued"

7.04 The Union agrees that its Union Stewards will not use CIBC premises for Union meetings except when it has express permission to do so.

ARTICLE 8 - BULLETIN BOARDS

8.01 The Employer agrees to provide the Union with space for a bulletin board at each branch 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 Union.

8.02 The Union bulletin boards shall not be used for posting or distributing political matters or Union matters not directly related to the bargaining unit and the administration of this Collective Agreement.

8.03 Posted notices shall be signed by the Union staff representative or his designate and the Director, Labour Relations or her designate. Posted notices, which are not so approved **by** both parties, shall be removed.

ARTICLE 8 – BULLETIN BOARDS “Continued”

8.04 There shall be no distribution of any pamphlet, document, card, notice posting or other Union publicity whatsoever within the Employer’s premises except as permitted above, or as mutually agreed between the parties.

8.05 The Employer will endeavour to review any proposed Union publication within two (2) business days.

8.06 The Employer agrees to pay for the purchase and installation of a secured glass covered bulletin board with a locking mechanism, for each of the 5 Sudbury branches. This bulletin board shall be used exclusively for the posting of notices described in Article 8.01.

ARTICLE 9 - No Strike or Lockout

9.01 The Employer agrees that there will be no lockout of employees during the term of this agreement.

9.02 During the term of this Agreement, the trade union agrees that there will be no strikes, work stoppages, slowdowns, picketing, interruption or interference with work at any of the employer's operations by, or on behalf of the employees.

9.03 No member, officer or representative of the trade union shall authorize, instigate, aid or condone any activities specified in 9.02 and all stewards and bargaining committee members shall attend work as normal.

ARTICLE 10 - PROBATIONARY EMPLOYEES

10.01 All new employees shall undergo a probationary period of ninety (90) calendar days and shall have no seniority for the purposes of this agreement until her probationary period is completed.

10.02 Where a probationary employee is absent from work for any reason, the probationary period will be automatically extended by the number of days the probationary employee is absent from work during their probationary period so as to provide adequate opportunity to review the employee's job performance. The employer will have the discretion to extend the probationary period for up to an additional fourteen (14) consecutive calendar days.

10.03 The Union acknowledges that it *is* the exclusive function of the Employer to discipline or discharge probationary employees, provided such action is not motivated solely by bad faith on the part of the Employer and recognizing that such discipline or discharge is not subject to the grievance/arbitration procedure set out in this Agreement except where such bad faith can be proven.

10.04 Should a probationary employee successfully complete the probationary period, seniority will be calculated from the last date of hire.

ARTICLE 11 –DISCIPLINE

11.01 Once an employee successfully completes her probationary period, the Employer may discipline or discharge an employee for just cause, subject to the rights of the grievance/ arbitration procedure, including for breaches of the Employer's Code of Conduct.

11.02 Employees are in a position of trust and have access to confidential information about customers. Given this it is understood that Employees must conduct themselves with the utmost integrity.

11.03 It is understood and agreed that the Employer may discharge an Employee for a breach of any of the offences on the list below and where the Employer demonstrates to an arbitration that there has been a breach, no arbitrator shall vary the penalty imposed. Nothing in this Article prevents an Employee from grieving such discharge and the Employer must prove the breach.

- (a) Bribery;
- (b) Theft from the Employer or any customer of the Employer;
- (c) Terrorism or support of terrorism;

ARTICLE 11 – DISCIPLINE “Continued”

(d) Commission sharing with any other officer, employee, agent director or broker who *is* not licensed or is not part of an approved commission sharing program;

(e) Insider trading;

(f) Falsifying records, financial statement or returns;

(g) Money laundering or kiting or failing to report such activity where it is evident; and

(h) Distribution, possession or transmission of pornography, obscene or defamatory materials while at work or using the Employer’s equipment.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 It is the mutual desire of the Employer and the Union that complaints of employees are dealt with as quickly as possible. Both parties agree that a grievance shall not be processed unless the employee concerned has given a reasonable opportunity to his/her immediate supervisor to address the matters that may be the subject of complaint. The employee may, if desired, request the presence of the union steward. Where the union steward is the employee complaining, the presence of another employee may be requested.

12.02 A grievance under this collective agreement is a complaint in writing 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 which has been dealt with pursuant to section 12.01.

12.03 The following procedure shall be adhered to in processing grievances:

Step No. 1

The grievor shall present in writing within ten (10) working days from the date upon which the incident or circumstances first occurred

ARTICLE 12 – GRIEVANCE PROCEDURE
“Continued”

or arose to the branch manager, pursuant to section 12.02 above. The grievance shall be on a form approved by the Employer and the Union, shall contain the name of the grievor, the date upon which the grievance was prepared, the nature of the grievance and the date upon which it is alleged to have occurred or arisen, the article and section of the Collective Agreement which the grievor alleges to have been violated, the remedy sought and the signature of the grievor and the union steward. The branch manager or his/her designated representative shall reply giving the decision in writing within ten (10) working days following receipt of the grievance. The reply will be provided to the union steward with a copy of the reply provided to the grievor.

Step No. 2

If the grievance is not satisfactorily resolved at Step No. 1, the grievance shall be presented in writing in accordance with the form set out in Step No. 1 to the senior business leader for the district, or his/her designate. This must be done within five (5)

ARTICLE 12 - GRIEVANCE PROCEDURE "Continued"

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 senior business leader for the area or designate will convene a meeting with the grievor and the steward within ten (10) 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. The reply will be provided to the union steward with a copy of the reply provided to the grievor.

Step No. 3

If the grievance is not satisfactorily resolved at Step No. 2, the grievance shall be presented in writing in accordance with the form set out in Step No. 1 to the Director of Labour Relations, or her designate. The grievance shall be presented within five (5) working days of receipt of the reply at Step No. 2. The reply shall be given in writing within ten (10) working days following receipt

ARTICLE 12 – GRIEVANCE PROCEDURE
“Continued”

of the grievance unless a meeting is held. Where mutually agreed by the Employer and the Union, a meeting may be held to discuss the grievance. At this meeting, a representative of the Union (United Steelworkers) may be present. If a meeting is held, the reply will be given in writing within ten (10) working days following the date of the meeting. The reply will be provided to the Union Steward with a copy of the reply provided to the grievor.

Discharge Grievance

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

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

ARTICLE 12 – GRIEVANCE PROCEDURE “Continued”

12.05 It is understood and agreed, without restricting the generality of Article 12.04, that the causes for which the Employer may discharge an employee include, but are not restricted to, any breaches of the Employer’s Code of Conduct, subject to the right of the discharged employee to grieve such discharge for just cause. It is further understood that nothing in this Article derogates, in any way, from the provisions in Article 11.

12.06 When an employee has been discharged as in 12.04 above, the Union Steward shall be notified, and the employee will be advised that she may consult with the Union Steward prior to leaving the premises. However, the parties acknowledge that such consultation may be limited by the requirements of branch security, customer requirements, and informational and privacy requirements, and that these requirements are paramount.

Policy Grievances

12.07 The Employer may submit a grievance to the Union within twenty-one (21) calendar days from the date upon which the incident or circumstances giving rise to the grievance first occurred or arose in the form specified in Step. No. 1 of the grievance procedure.

**ARTICLE 12 – GRIEVANCE PROCEDURE
“Continued”**

12.08 The Union shall reply in writing, giving its decision within ten (10) working days of receipt of the grievance. Where mutually agreed by the Employer and the Union, a meeting with representation from both parties may be held to discuss the grievance. If a meeting is held, the reply will be given in writing within ten (10) working days following the date of the meeting. If the Employer is dissatisfied with the Union's response, it may refer the matter to arbitration in accordance with the Arbitration provisions.

12.09 Similarly, the Union may submit a grievance which directly affects the interests of the Union as a party to the Collective Agreement. It is expressly understood, however, that such grievance shall not deal with matters which are properly the subject of an individual employee grievance under sections 12.02, 12.03, and 12.04. The grievance shall be filed at Step No.3 of the grievance procedure within twenty-one (21) calendar days from the date upon which the incident or circumstances giving rise to the grievance first occurred or arose in the form specified in Step No. 1 of the grievance procedure, such form to be signed by the Union and the union steward. Where mutually agreed by the Employer and the Union, a meeting with representation from both parties may be held to discuss the grievance. If a meeting is held,

**ARTICLE 12 – GRIEVANCE PROCEDURE
“Continued”**

the Employer shall reply giving its decision within ten (10) working days of the meeting, otherwise the Employer will respond within ten (10) working days of receipt of the grievance.

The remainder of the grievance process shall apply to such grievance.

General

12.10 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. Notwithstanding the foregoing, the parties agree that in no case shall there be an extension of the time limit set out in Step No. 1 for the presentation of the grievance beyond (30) thirty calendar days from the date upon which the incident or circumstances first occurred or arose. 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.

**ARTICLE 12 – GRIEVANCE PROCEDURE
“Continued”**

12.11 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 thirty (30) 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 Employment Insurance.

12.12 The presenting and processing of a grievance will be done during working hours at a mutually agreed upon time so as not to interfere with efficient customer service. Prior to a union steward taking time off from work to investigate and/or discuss grievance matters, the union steward shall obtain permission from the supervisor to be absent from their work station for a specified period of time and shall advise the supervisor of the general nature of the grievance. Such permission will not be unreasonably denied but because of emergency business circumstances such time may not be granted immediately. A union steward shall be allowed any necessary time to investigate, discuss and present grievances and employees and union stewards will be paid for necessary time spent presenting and processing grievances, but will not be paid by the employer for attendance at any arbitration hearings.

ARTICLE 12 -- GRIEVANCE PROCEDURE
“Continued”

12.13 Grievances and replies will be processed through the grievance procedure by delivering them by hand whenever possible. Where it is necessary to deliver a grievance or reply other than by hand, fax or registered mail may be used, and service will be deemed effected on the date it is delivered to the grievor's or respondent's address on record. Where it is preferred and available, the Employer's internal mail courier system may be substituted.

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

12.15 The parties agree that, for the purposes of this Agreement, where an employee receives a performance assessment that she disagrees with, she may establish a follow up meeting with her immediate Manager to discuss the specifics of the assessment. Prior to the meeting, the Employee will indicate the areas of the review that she does not agree with and will provide any relevant documentation. The Employee may have a Union Steward if she wishes at the meeting. If the dispute cannot be resolved, then the Employee may request a meeting with the next level manager, and follow the same process until the

**ARTICLE 12 – GRIEVANCE PROCEDURE
“Continued”**

Associate Vice-president of the District has made a final determination. If, and only if, an Employee receives an unsatisfactory rating, then she shall be entitled to use the procedure outlined in this Article to grieve said unsatisfactory rating.

ARTICLE 13 - ARBITRATION PROCEDURE

13.01 Failing settlement under the grievance procedure, either party may submit the matter to arbitration within fifteen (15) calendar days after the decision in Step 3 is given by providing written notice to the other party. If no written request for arbitration is received within such fifteen (15) calendar day period, the Grievance shall be deemed to have been abandoned.

13.02 Unless otherwise agreed to between the parties, all arbitrations shall be heard by a Board of Arbitration. Each party shall select their nominee to the Board of Arbitration within twenty (20) calendar days of the issuance of the Notice of Arbitration under Article 13.01, and shall advise the other party of their appointee. If either party fails to appoint a nominee in accordance with this language, then the other party may request the federal Minister of Labour to make such appointment, and the Minister shall be deemed to be authorized to make the appointment.

13.03 All Arbitrations shall be heard by at least a neutral Chairperson who shall be selected from the following list: **Greg Brandt, Bill Kaplan, Gord Simmons, Gail Brent, Susan Tacon and Anne Barrett.** The following conditions shall apply to the selection of the Chairperson:

ARTICLE 13 – ARBITRATION PROCEDURE
“Continued”

(a) Selection of the Chairperson shall take place on a rotational basis beginning with the first name at the top of the list.

(b) 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, or the sole Arbitrator as the case may be.

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

(d) If none of the Chairpersons on the above list are available to hear the case within the ninety (90) day period, then the parties will endeavour to agree on a Chairperson, or they may agree in writing to extend the time limits. If the parties are unable to agree on a Chairperson, then either party may request

ARTICLE 13 – ARBITRATION PROCEDURE
“Continued”

the Federal Minister of Labour to appoint an impartial Chairperson, and the Minister shall be authorized hereby to make said appointment.

13.04 No person may be appointed to hear and decide a case under this Article if he/she has been involved in any attempt to negotiate or settle the grievance unless the parties agree otherwise.

13.05 The following provisions shall govern Arbitrators:

(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 of the requisite steps of the grievance procedure.

(c) The Arbitrator shall not be authorized, and nor shall the Arbitrator assume authority, to make any decision inconsistent with the

ARTICLE 13 – ARBITRATION PROCEDURE
“Continued”

provisions of this Collective Agreement nor to alter, modify or amend any part of this Agreement.

13.06 Each of the parties to this Collective agreement will pay the fees and disbursements of the nominee that they select (if nominees are used), and will share equally in the fees of the Arbitrator.

13.07 **As** an alternative to an arbitration, the parties may mutually agree to resolve a grievance through mediation before a mutually acceptable mediator. Should the parties be unable to resolve the matter through mediation, then the remaining provisions of this Article shall apply.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following holidays shall apply for purposes of this Article:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Victoria Day;
- (d) Canada Day;
- (e) Civic Holiday (the first Monday in August)
- (f) Labour Day;
- (g) Thanksgiving Day;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day.

14.02 Employees shall be compensated at their respective regular rate of pay for the time that they would otherwise have been scheduled to work if the holiday had not occurred, subject to other provisions contained in this Article.

ARTICLE 14 – PAID HOLIDAYS “Continued”

14.03 To qualify for compensation under 14.02 above, the employee, prior to the actual holiday, must have:

(a) Completed thirty (30) calendar days' service with the employer;

(b) Worked and/or received compensation for at least fifteen (15) of the preceding thirty (30) calendar days.

(c) worked the last scheduled working day before and the first scheduled working day following the holiday, unless the absence is excused by the employer;

(d) been on the active payroll and not on any kind of leave of absence including disability leave but excluding union leave, suspension of employment or layoff the day on which the holiday occurred; and

(e) Reported for work on the holiday if they agreed to work it.

ARTICLE 14 – PAID HOLIDAYS “Continued”

14.04 If a part-time or casual employee who would otherwise qualify for holiday pay is unable to establish entitlement due to 14,03(b) above, the employee shall be paid as holiday pay 1/20” of the wages the employee has earned during the thirty (30) calendar days immediately preceding the holiday.

14.05 In the event that any holiday listed in 14.01 above occurs during an employee’s vacation period, one (1) day with pay will be allowed at either the beginning or end of the vacation period or at some other time agreed upon between the employee, the employee’s supervisor and the administrative manager.

14.06 Employees who are required to work on a day on which they are entitled to a holiday with pay in accordance with this Article, shall be paid, in addition to the regular rate of pay for that day, a rate of one and one-half (1.5) times the regular rate of pay for the time worked on that day.

14.07 When a holiday listed in 14.01, above, falls on a non-business day, the holiday shall be observed on the next regularly scheduled business day.

ARTICLE 14 – PAID HOLIDAYS “Continued”

14.08 The Employer agrees to grant any other day that may be proclaimed by the Federal Government as a paid holiday provided such is permissible under the Bank Act.

It is understood that under no circumstances shall there be pyramiding or combining of premiums or benefits of any kind in any way.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Employees are required to attend work regularly. When unable to attend, the employee must contact the Branch Manager or his designate 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. An employee may be required by the Employer to substantiate the reasons for any absence.

Personal or Family Reason Absence

15.02 (a) The Employer, in its sole discretion, may grant a leave of absence for a personal or family emergency. Such requests shall be made to appropriate management, in advance, where possible, clearly stating the reasons for the request and the proposed duration, and shall not be unreasonably withheld. Normally, such leaves shall be without pay unless, on an exceptional basis and subject to availability, an employee can use a portion of their vacation entitlement.

ARTICLE 15 – LEAVES OF ABSENCE

Compassionate Care Leave

(a) 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 (6) months in accordance with the provisions of CIBC's policy for "Compassionate Care Leave and EI Benefits in Canada", as amended from time to time. The leave is available to all regular full-time and part-time employees.

Child Care Leaves

15.03 Child Care Leaves are covered under the policies contained in the most recent copy of the "Benefits & You" booklet. Child Care leave includes:

- (a) Maternity leave
- (b) Adoption Leave; and
- (c) Parental Leave

ARTICLE 15 – LEAVES OF ABSENCE “Continued”

15.04 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.

15.05 Upon expiry of the Child Care leave, any employee who fails to report to work shall be deemed to be terminated unless there is a valid reason acceptable to the Employer for such failure in which case the employee must notify his or her supervisor immediately to explain the reason and to indicate the expected date of return.

Bereavement Leave

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 a death in the employee's immediate family:

- (a) Where requested by the Employer, the employee will furnish the death notice 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;

ARTICLE 15 – LEAVES OF ABSENCE “Continued”

(b) 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;

(c) Additional leave with pay of up to five (5) days may be provided for travel time at the manager’s discretion. This discretion shall not be exercised unreasonably.

15.07 For the purpose of this article, members of the employee’s immediate family are defined as follows: 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.

15.08 At the discretion of the manager, the Employer will grant bereavement leave at regular rates of pay to an employee for the purpose of attending the funeral of a family member not listed in Article 15.07, a close friend or a colleague. This discretion shall not be exercised unreasonably.

ARTICLE 15 – LEAVES OF ABSENCE “Continued”

15.09 An employee will not be eligible to receive payment under this Article for any period in which any other payment provided under the Collective Agreement is being received, including holiday pay, short-term disability or compensation under any insurance plan. In the event that, while on vacation, the employee suffers a bereavement for which time off would be granted under Article 15.06, the Employee shall be entitled to re-schedule any vacation time that would fall during the employee's bereavement leave entitlement at a time acceptable to both the employee and the Employer.

Election to Public Office, Statutory or Public Duty Obligations Leaves

15.10 Election to Public Office, Statutory or Public Duty Obligations Leaves are covered under the policies contained in the most recent copy of the “Benefits & You” booklet.

15.11 An employee on leave for jury duty or witness leave, or, served by a subpoena and required to testify in court, will be compensated for each day of absence from work on the basis of the employee's base rate of pay for the normally scheduled hours the employee would otherwise have worked, exclusive of overtime and any other form of premium pay and the

ARTICLE 15 – LEAVES OF ABSENCE “Continued”

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

Return to Work

15.12 Any employee who fails *to* return to work from an authorized leave of absence for reasons which are unsatisfactory to the Employer or who uses the leave of absence for other than the reasons for which it was granted, may be subject to discipline, up to and including discharge.

15.13 Employees who are on leaves of absences shall, for benefit continuation purposes, be governed by the terms of the most recent edition of “Benefits and You”.

ARTICLE 16 -TRADE UNION LEAVE

16.01 A maximum of three (3) employees elected or designated by the Union or its members to attend a convention, assembly, meeting, training session or other legitimate Union activity involving employees of the bargaining unit, may be given a leave of absence without pay, for these purposes subject to the following conditions:

(a) The leave of absence must be requested by the Union, in writing, at least two (2) weeks in advance;

(b) There will not be more than one (1) employee from the same branch absent at the same time;

(c) Each leave of absence shall not be for more than five (5) consecutive days;

(d) There will be a maximum of thirty (30) total cumulative days of absence for such reasons, per contractual year. However, for the first year of the agreement ONLY, the Union shall be entitled to twenty (20) additional days of leave in accordance with this Article.

ARTICLE 16 – TRADE UNION LEAVE “Continued”

16.02 The Employer agrees to allow one (1) employee of the bargaining unit a trade union leave of absence, without pay, for up to three (3) months per annum, to work on Union matters not related to CIBC and its group of companies.

ARTICLE 17 -SENIORITY

17.01 Where the term service is used in this Agreement it shall mean the length of time a person has been employed with the Employer (whether in Sudbury or in any other location), from her last date of hire and shall be effective only upon completion of the probationary period in this Agreement. Where the term seniority is used in this agreement, it shall mean the time spent working in the bargaining unit, as defined herein. Employees who accept a position outside the bargaining unit shall maintain, but not accumulate, their seniority.

17.02 The Employer will provide the Union with a copy of the seniority list twice yearly, commencing no later than thirty (30) days following ratification of this Agreement and every six (6) months thereafter. The Union and employees shall have thirty (30) days after the delivery of the seniority lists to question their accuracy and any necessary corrections shall be made.

17.03 Following the thirty (30) day period, the list shall be considered binding except for correcting typographical errors.

17.04 Seniority will be lost and employment shall be terminated for any of the following reasons:

- (a) If the employee quits;

ARTICLE 17 – SENIORITY “Continued”

- (b) If the employee is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) If the employee is absent without reasonable cause for three (3) consecutive days;
- (d) If the employee fails to report within five (5) working days when recalled by the Employer and after receiving notification to the address on record with the Employer;
- (e) If the employee overstays a leave of absence without permission of the Employer or uses the leave of absence for other than the reasons for which it was granted;
- (f) If the employee refuses to continue to work or return to work in violation of any provision of this agreement or any applicable law;
- (g) If the employee retires or has retired in accordance with a pension plan of the Employer; or

ARTICLE 17 – SENIORITY “Continued”

17.05 An employee will continue to accrue seniority if she:

- (a) Is on an approved leave of absence: or
- (b) Is away from work on an authorized sick leave.

ARTICLE 18 - JOB VACANCIES

18.01 Where the employer creates a new, permanent position or where the Employer identified a vacancy in an existing position within the bargaining unit, the Employer shall post such position or vacancy on the online internal job posting system to allow employees with seniority to apply. The posting shall contain pertinent details of the position, including the duties, qualifications, pay range, hours of work and the closing date of the posting.

18.02 Employees having at least one (1) year of service in their current position and a satisfactory performance rating in their most recent performance appraisal are eligible to apply.

18.03 The factors considered in filling a position or vacancy under Article 18.01 above shall be qualifications, performance rating and ability to perform the job. Should these factors be relatively equal among candidates, seniority shall be used to select the successful candidate.

18.04 Preference will be given to filling job vacancies with candidates from within the bargaining unit whenever possible. Should there not be a successful candidate for positions or vacancies under 18.01 above from within the bargaining unit, the

ARTICLE 18 – JOB VACANCIES “Continued”

Employer may select another person from outside the bargaining unit into the position or vacancy, and shall notify the trade union in such event.

18.05 The Employer will post the name of the successful candidate on the union bulletin board after the successful candidate has accepted the position.

18.06 Employees who are away due to vacation, illness or injury and who wish to be considered for new permanent positions or vacancies posted, may do so by informing the Employer and Union in writing prior to the expiry date of the posting.

18.07 The Employer shall not be required to advertise job vacancies other than posting in accordance with Article **18.01**, above.

18.08 Vacancies that, at the commencement of the vacancy, are expected to be of less than four **(4)** months duration shall be considered short term temporary vacancies, and will be filled at the discretion of the Employer. Vacancies that, at the commencement of the vacancy, are expected to be four **(4)** months or more in duration shall be posted as a temporary vacancy in accordance with the above procedure.

ARTICLE 18 – JOBVACANCIES "Continued"

18.09 The Employer will fill positions vacated temporarily and which are predetermined to be more than two (2) weeks in duration with employees of the bargaining unit wherever practical.

18.10 Where an employee is temporarily transferred *to* a higher level position for a period of thirty (30) days or more, the employee so transferred shall be paid at 90% of the market rate for the higher position.

18.11 Postings, promotions, transfers and / or assignments to any positions outside of the bargaining unit are not covered by this Collective Agreement.

ARTICLE 19 - PAID VACATIONS

19.01 The vacation year shall be the calendar year, January 1st to December 31st.

19.02 All full time employees will be entitled to vacation each year with pay. Entitlement will be based on their last date of hire into a full time position with the Employer at any location:

(a) During the first calendar year of employment: Accrued at one (1) day per month to a maximum of ten (10) days;

(b) During the 2nd to 9th calendar years of employment:
-three (3) weeks:

(c) During the 10th to 19th calendar years of employment:
- four (4) weeks;

(d) During the 20th calendar year and over:
- five (5) weeks.

19.03 Any full-time or part-time employees whose names are set out in Schedule "B" were entitled to a 4th winter week of vacation in accordance with policies in existence before January 1, 2003, which

ARTICLE 19 – PAID VACATIONS “Continued”

were subsequently revised. These employees will keep their entitlement to a fourth (4th) winter week of vacation until their 10th calendar year when they become eligible for four (4) weeks entitlement at anytime.

19.04 Subject to Article 19.05 below, employees who are regularly scheduled to work less than 37 1/2 hours per week will be entitled to vacation each year with pay. Entitlement will be based on their period of continuous employment with the Employer at any location, calculated as of December 31st in each year. It is understood that the vacation with pay entitlement shall be based on “work weeks” (i.e. the regularly scheduled hours worked per week by the part time employee):

(a) During the first (1st) calendar year of employment:

Accrued at one (1) “day” per month to a maximum of ten (10) days. “Days” for part time employees are calculated as the total guaranteed hours per week divided by five (5);

(b) During the 2nd to 9th calendar years of employment: three (3) work weeks;

ARTICLE 19 – PAID VACATIONS “Continued”

(c) During the 10th to 19th calendar years of employment: four **(4)** work weeks;

(d) During the 20th calendar year and over: five (5) work weeks.

19.05 Casual and part-time employees who have worked, on average, less than 7.5 hours per week will not receive vacation time, but shall be entitled to vacation pay as follows, which shall be paid with the employee’s bi-weekly pay:

(a) less than six (6) years of service: four percent **(4%)** of earnings for the pay period;

(b) six or more years of service: six percent (6%) of earnings for the pay period. Vacation schedules within each branch shall be completed by February 28th each calendar year for vacation entitlement within that calendar year (January 1 - December 31). This may be reviewed and updated as required until all vacations have been completed.

19.06 Vacation schedules within each branch shall be completed by February 28th each calendar year for

ARTICLE 19 – PAID VACATIONS “Continued”

vacation entitlement within that calendar year (January 1 – December 31). This may be reviewed and updated as required until all vacations have been completed.

19.07 Vacations will be scheduled by seniority in the following manner:

(a) Employees shall select their vacation periods in order of seniority within each branch, however, only one vacation period of up to two (2) weeks shall be selected by seniority within the branch, until all employees in the branch have selected one vacation period of up to two (2) weeks in duration.

(b) Subsequently, all employees in the branch with remaining vacation entitlement shall select, in order of seniority within each branch, their remaining vacation periods, until all vacation periods are chosen.

19.08 Vacations will as far as practical, be granted at times most desired by employees, but the final decision to allot vacation periods and to change such allotments is exclusively reserved to the Branch Manager or his designated representative in order to

ARTICLE 19 – PAID VACATIONS “Continued”

ensure the orderly and efficient operation of the branch and the maintenance of a work force sufficient to do the necessary work.

19.09 Employees must complete their vacation entitlement in the year in which it is granted, and shall not carry-over any portion of their vacation into the subsequent year.

19.10 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 for six (6) or more consecutive years with the Employer.

19.11 An employee whose employment is terminated before the full vacation 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 20 - BENEFITS

20.01 The Employer will make available to employees, and to new employees prior to the completion of their probationary period, and to the Union Steward on request, the most recent copy of the booklet "Benefits & You". Employees shall continue to be covered by the benefits programs therein provided according to the terms and conditions set out in such document. The Employer agrees to effect the contributions and to pay the premiums that the aforesaid document sets out as being its share.

20.02 The Employer and the Union agree that any revisions to, deletions from and/or additions to the benefit plans under this Agreement, made by the Employer that are applicable to other employees of the Employer outside the bargaining unit during the term of the present Agreement, will be applied to eligible employees covered by the present Agreement simultaneously and in the same manner.

20.03 The Employer may at any time, substitute another insurance company or another underwriter for any plan, provided the benefits conferred, taken globally are not thereby substantially reduced.

ARTICLE 20 – BENEFITS "Continued"

20.04 Any question relating to, flowing from or involving, directly or indirectly, the eligibility and/or the coverage of one or several employees by the benefit plans or insurance plans set forth in the booklet "Benefits & You" that may be applicable in accordance with the Collective Agreement, or any question with respect to the interpretation or application of such benefit plans or insurance plans shall be determined exclusively in accordance with the rules, regulations and/or procedures established and modified from time to time by the Employer, the insurer, the administrator or the underwriter, as the case may be.

ARTICLE 21 - LAYOFF AND RECALL

21.01 Where the Employer decides to discontinue a position, or effect a reduction in the number of staff employed in 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.

21.02 An Employee laid off from one classification and who has not been bumped in accordance with this Article will have the choice of either selecting severance in accordance with Article 21.05, or being reassigned in accordance with this Article. If the employee elects to be reassigned, she will be considered for reassignment according to the following hierarchy:

(a) first, an employee will be moved to a vacant position at the same pay level provided that she has the ability to perform the job.

(b) Second, the employee will displace the most junior employee whose job she has the ability to perform in the same pay level provided she has more seniority than this employee.

ARTICLE 21 – LAYOFF AND RECALL

(c) Third, the employee will be moved to a vacant position at the immediately lower pay level provided that she has the ability to perform the job.

(d) Fourth, the employee will displace the most junior employee whose job she has the ability to perform in the immediately lower pay level, provided she has more seniority than this employee.

(e) Fifth, steps c) and d) shall be repeated for successively lower positions until the Employee is placed in a position.

(f) Sixth, steps c) d) and e) shall be repeated for part-time positions, if the employee was a full-time employee.

(g) Finally, in the event that the employee is not placed into a position under this process, she shall be laid off.

21.03 If the Employer decides to re-institute a position or to increase the number of staff employed in a position, then it shall recall the Employee with the most ability on lay-off first. Where two employees have relatively equal ability, then seniority shall govern.

ARTICLE 21 – LAYOFF AND RECALL “Continued”

21.04 Where an employee is laid *off* under Article 21.02(g), she shall be entitled to be recalled as set out in Article 21.03 for a period of one (1) year from the date that notice was given in accordance with Article 21.01 or a time equal to the employee’s seniority prior to layoff, whichever is the lesser.

21.05 An employee who is bumped out of their position as a result of the operation of Article 21.02, or an employee who elects severance in accordance with Article 21.02 shall be entitled to two weeks of severance pay (less statutory deductions required by law) for each year or partial year of service. Notwithstanding anything else in this agreement, employees who are bumped out of their position as a result of the operation of Article 21.02, will be considered for any vacancies within the bargaining unit.

ARTICLE 22 -TECHNOLOGICAL CHANGE

22.01 Prior to the introduction of technological change, as defined in the Canada Labour Code, Part I, s. 51(1), the Employer will provide any affected employees and the trade union with one hundred and twenty (120) calendar days notice in writing. Such notice shall provide the following information:

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

22.02 An employee who is assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the Employer shall endeavour to place the Employee in another position within the bargaining unit whenever possible. Otherwise the Employee shall be entitled to the procedure contained in the layoff and recall article of this Agreement.

22.03 In consideration of the above, sections 52, 54 and 55 of the Canada Labour Code, Part I shall not apply to the Employer and the Union.

ARTICLE 23 - HOURS OF WORK AND OVERTIME

23.01 The normal work week for Full-Time employees shall be thirty seven and one half (37.5) hours worked per week and seven and one half (7.5) hours worked per day over five (5) days, Monday to Saturday which is inclusive of any breaks except the meal break.

23.02 Each employee is required to be ready for work at their designated start time. For customer service representatives who are required to set up their work station prior to serving customers, they shall be paid for fifteen (15) minutes of set-up time on each shift.

23.03 Full Time and Part Time Employees shall normally be given two (2) weeks advance notice of their shift schedules or any change in their shift schedule.

23.04 The stipulation of normal hours of work per week or per day shall not constitute any guarantee of any maximum or minimum number of hours per day or per week. It is, however, understood that Full Time and Part Time employees who are hired on the basis of a predetermined number of hours will, subject to the other Articles herein, be scheduled for these hours while in that Position.

ARTICLE 23 – HOURS OF WORK AND OVERTIME
“Continued”

23.05 Overtime pay for authorized hours worked by an employee over eight (8) hours in a day or on a sixth (6th) ay in a week (where the employee has already worked in excess of thirty seven and one half (37 ½) hours over the other five (5) days) shall be payable at the rate of one and one half (1 ½) times the normal hourly base rate of the Employee. Where requested by the Employer, overtime for the purposes of completing work underway will be performed by the employee assigned to the work. Overtime otherwise will be offered by seniority of employees within the position and at the branch. Where no employee wishes to work overtime and work is required, the most junior employee in the required position and at the branch with the necessary skill and ability will work the overtime.

23.06 The Employer shall determine when and if overtime is required. No overtime pay shall be paid unless the employee receives prior authorization from the Employer to work overtime.

23.07 Employees working more than three (3) hours and less than five (5) hours are entitled to one (1) paid rest period which will be up to a maximum of fifteen (15) minutes and which will be scheduled by the Employer to meet customer and operational requirements.

**ARTICLE 23 – HOURS OF WORK AND OVERTIME
“Continued”**

23.08 Employees scheduled to work and who work in excess of five (5) consecutive hours shall be provided with a minimum of thirty (30) minutes and up to one (1) hour for an unpaid meal break at a time scheduled by the Employer.

23.09 Where an employee is called in for work on a day when she is not scheduled, the employee shall be paid for not less than three (3) hours of work at the employee's regular rate of wages. Subject to an employee agreement approved by the Union, no employee will be scheduled to work less than three (3) hours.

23.10 At the employee's choice indicated in writing, in advance, authorized overtime may be paid for by equivalent time off. Overtime may not be taken in equivalent time without the agreement of the Employer. The employee and his immediate supervisor can agree on taking equivalent time off for overtime worked. If they cannot agree overtime will be paid on or about the 30th day of the month following the date on which the overtime was worked.

23.11 The time at which the employee will take her compensatory time will be determined by agreement between the employee and her immediate supervisor.

**ARTICLE 23 – HOURS OF WORK AND OVERTIME
“Continued”**

Although no days shall be excluded in advance, the parties will take into consideration both operational needs as well as the preferences expressed by the employee.

23.12 The nature of the role of the Personal Banker may require irregular distribution of the weekly hours of work for these employees. A Personal Banker may agree with her Branch Manager to work on an individual flexible work arrangement and in such cases shall not be subject to the provisions of this Article except where expressly agreed.

23.13 For all premiums under this Collective Agreement, it is understood that, under no circumstances shall there be pyramiding or combining of premiums or benefits of any kind in any way.

23.14 The Employer will, after each six (6) month period, provide the Union with the approved overtime hours worked by the employees.

ARTICLE 24 – COMPENSATION, PERFORMANCE ASSESSMENT & PERQUISITES

24.01 The parties agree that the wage rates shall be as set out in Schedule “C”.

24.02 The Employer's annual assessment of performance for Employees in the bargaining unit will be conducted using the same forms as for other similarly situated employees of the Bank.

24.03 The Employer will provide Employees in the bargaining unit with the same banking privileges as are provided to other employees of the Bank in similar positions. The parties acknowledge that these privileges are subject to change from time to time.

ARTICLE 25 – HEALTH AND SAFETY

25.01 In accordance with the Canada Labour Code, Part II, the Employer will make all reasonable provisions for the health and safety of the employees during their working hours and to provide adequate facilities and equipment for that purpose. The Union acknowledges its responsibility and that of the employees to cooperate in the maintenance of a safe and healthy workplace and to observe the Employer's rules in that regard.

25.02 Part II of the Canada Labour Code shall be posted in the workplace in accordance with the Code.

ARTICLE 26 - DURATION


26.01 The term of this agreement shall be from the date of ratification to November 30th, 2007 For greater clarity, unless otherwise specified, nothing in this agreement is retroactive

26.02 Either the Employer or the Union may notify the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate amendments to the Agreement or to terminate it In the event that no such notice is given, this Agreement shall continue in full force and effect until twelve (12) months thereafter

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 Employer and the Union or until the date on which either the Employer or Union may lawfully alter the terms or conditions of employment in accordance with the Canada Labour Code, whichever date shall first occur




For the Employer



For the Employer



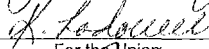
For the Employer



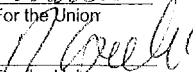
For the Employer



For the Union



For the Union



For the Union



For the Union

SCHEDULE "A"

The following is a list of classifications within the bargaining unit, and their associated levels:

LEVEL 2	ATM/Night Deposit Custodian Customer Service Representative Branch Support Representative
LEVEL 3	Branch Ambassador Senior Branch Support Rep. Personal Banking Associate
LEVEL 4	Financial Service Associate Personal Banker

NOTE: The title "Branch Support Representative" is the old Operations Support Clerk I, and the "Senior Branch Support Representative" is the old Operations Support Clerk II.

SCHEDULE "B"

The following is a list of employees who are entitled to a fourth week of winter vacation in accordance with Article 19.03:

Joanna Redmond

Jann Size

Vicky Temmerman

Wage Schedule "C"**A. 2006 Lump Sum Retro Payment**

Full-time	\$300
Full-time	
Part-time	\$200
Part-time	
Casual	\$150
Casual	

B. 2006 Base Salary Adjustment

* A 2% adjustment to **all** eligible bargaining unit employees effective June 2, 2006

Wage Schedule "C"

C. 2006 Off-Cycle Adjustment Grid for Level 2 Bargaining Unit Employees

* Effective June 2nd, 2006

		Years of Service		
		< 5 yrs	5 - 9.9 yrs	10+ yrs
Position in Range	Up to \$11.56	NA	NA	NA
	\$11.57 - 13.47	\$0.42	\$0.58	\$0.75
	\$13.48 - \$15.28	\$0.00	\$0.20	\$0.24
	\$15.29+	NA	NA	\$0.00

Wage Schedule "C"**D. 2007 Negotiated Increase*** Effective January 1st, 2007

Level 2 Bargaining Unit Employees

		Years of Service		
		< 5 yrs	5 - 9.9 yrs	10+ yrs
Position in Range	\$11.57- 13.47	\$0.36	\$0.50	\$0.64
	\$13.48 - 15.28	\$0.00	\$0.15	\$0.21
	\$15.29+	NA	NA	\$0.00

Wage Schedule "C"**D. 2007 Negotiated Increase "continued"*** Effective January 1st, 2007

Level 3 Bargaining Unit Employees

		Years of Service		
		< 5 yrs	5 - 9.9 yrs	10+ yrs
Position in Range	Up to \$13.80	\$0.50	NA	NA
	\$13.81 - \$16.10	\$0.42	\$0.60	\$0.75
	\$16.11 - \$18.39	NA	NA	\$0.25
	\$18.40+	NA	NA	NA

Wage Schedule "C"**D. 2007 Negotiated Increase "continued"*** Effective January 1st, 2007**Level 4 Bargaining Unit Employees**

		Years of Service		
		< 5 yrs	5 - 9.9 yrs	10+ yrs
Position in Range	Up to \$16.96	\$0.64	\$0.88	NA
	\$16.97 - \$19.81	\$0.53	\$0.74	\$0.94
	\$19.82 - \$22.63	NA	NA	\$0.31
	\$22.64+	NA	NA	NA

E. 2006 Capreol Employees move from Salary Schedule 3 to Salary Schedule 2

* 4% salary adjustment to all eligible bargaining unit employees in Capreol effective June 2, 2006

NA – There are currently no bargaining unit employees falling into these categories

Wage Schedule “C”

Guidelines:

The wage rate increases will be effective for all eligible, active employees upon ratification, on the dates specified above.

The wage increases apply to those employees actively at work. Employees not actively at work will receive increases effective upon their return to active status, excluding “rehab hours”.

Employees whose annual PMM rating is assessed as a performance base “4”, “3”, “2” or “1” are not eligible for a rate of pay increase.

All employees with less than 6 months of service as of the effective date of this agreement will receive a pay increase of 50% of the eligible increase for the second year of this agreement.

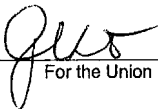
Employees hired after the ratification of this agreement will not be eligible to receive the negotiated wage increase until the next scheduled increase as per the agreement.

LETTER OF AGREEMENT - CODE OF CONDUCT

The parties acknowledge that all employees in the bargaining unit are required to complete the training provided to employees of the bank on the Code of Conduct, and are required to acknowledge the Code of Conduct in the same way as other Bank employees.

The parties further acknowledge that they are required to sign an acknowledgement of their obligations under the Code of Conduct as part of their annual Performance Management and Measurement scorecard.

For the Employer



For the Union

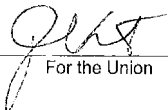
**LETTER OF AGREEMENT - SENIORITY
ADJUSTMENTS**

The parties agree that the Seniority list as presented in bargaining will be reviewed as soon as possible and CIBC will endeavour to complete this review by June 2nd, 2006. In the event that an employee's seniority is favourable adjusted relative to the years of service listed on the wage rate grids contained in the collective agreement, then the employee's wage rates will be adjusted upwards, and the Union will be provided with a copy of said adjustment.

In the event that an employee's seniority is unfavourably adjusted relative to the years of service listed on the wage rate grids contained in the collective agreement, then the employee's wage rates will be unaffected.



For the Employer



For the Union

**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 be subject to the grievance and arbitration provisions of this Agreement.



For the Employer



For the Union

