

COLLECTIVE AGREEMENT

B E T W E E N:

VISA CALL CENTRE

CANADIAN IMPERIAL BANK OF COMMERCE

1745 WEST 8TH AVENUE

VANCOUVER, B. C.

(The Employer)

- AND -

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

LOCAL 2009

(The Trade Union)

Effective Date: November 1, 2010

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1 - Definitions

- 1.01 The term "Employee" whenever used in this Agreement shall mean those employees defined in the certification order of the Canada Labour Relations Board, as may be amended by the Board, who are regularly scheduled to work irrespective of the number of hours, but shall not include temporary, casual or agency personnel.
- 1.02 For the purpose of this Agreement, "temporary" employment shall mean those persons who are hired for a specific, temporary period of time to assist in tasks such as: bridging a hiring gap, reducing work backlogs and coverage for temporary increases in business volumes or the introduction of new products and services. "Temporary" employment may also include those who are hired to replace employees for purposes of authorized leaves of absence such as vacations or general holidays.
- 1.03 For purposes of this Agreement, "casual" employment shall mean those persons who are called to work on an occasional or intermittent basis where the relationship is such that there is no obligation on the employer to provide work or

on the casual employee to accept work which may be offered.

- 1.04 For purposes of this Agreement, "agency" employment shall mean those persons whose services are retained through an external vendor and who are not employees of the employer.
- 1.05 For purposes of this Agreement, "full time" shall mean being regularly scheduled to work 37.5 hours per week and "part time" shall mean being regularly scheduled to work less than 37.5 hours per week as scheduled by the employer.
- 1.06 "Working Days" in this Agreement means any day the Visa Call Centre is open.

2 - Trade Union Recognition

- 2.01 The employer recognizes the trade union as the sole and exclusive collective bargaining agent for all employees of the employer at its Visa Call Centre located at 1745 West 8th Avenue, in the City of Vancouver, described in a certification issued by the Canada Labour Relations Board, dated September 8, 1998, (Order No. 7441-U), excluding Administrative Managers and persons above the rank of Administrative Manager, and Administrative Assistant, Payroll Clerk, Facilitator, LAN Specialist, Inspector and Fraud Officer Coordinator.

3 - Trade Union Dues Checkoff

- 3.01 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, prorated in each pay period of each month.
- 3.02 Employees may choose to become or not become members of the Trade Union. The Employer will, in accordance with Article 4.07, provide the Union Unit President with an opportunity, during normal working hours, to meet with new employees and to provide the Union check off in the form established by the Union.
- 3.03 The deduction referred to in 1 above will commence in the month following the date of commencement of this Agreement, and new employees will have the equivalent of dues deducted the month following the date of hire.
- 3.04 All such deductions will be remitted to the trade union 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 as well as the amount deducted from them during the month.

- 3.05 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 dues is changed during the term of this agreement, the trade union shall advise the employer in writing, providing sixty (60) days notice of any change. The new deduction amount will take effect upon the commencement of the first pay period following 60 (sixty) days after receipt by the Employer of such notice.
- 3.06 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 under this Article.
- 3.07 The Employer agrees to record total union dues deductions paid by each employee on his or her T-4 Income Tax record.

4 - Union Representation

- 4.01 The Employer recognizes the trade union's right to select Shop Stewards and Bargaining Committee members and the employer agrees to co-operate with these persons in the performance of their duties on behalf of the trade union.
- 4.02 The trade union shall notify the employer in writing of the names of the persons authorized to represent the trade 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.
- 4.03 The trade union may designate up to four (4) employees from the bargaining unit to act as its bargaining committee, provided they have all satisfactorily completed the probationary period in the Visa Call Centre. Bargaining Committee meetings with the employer shall be scheduled during normal working hours, but such time will not be paid by the employer. The trade union leave and notice period as per Article 5.01 and 5.02 do not apply to the bargaining committee.

- 4.04 The trade Union Staff Representative may attend all bargaining committee meetings with the employer.
- 4.05 (a) The trade union may designate up to five (5) employees from the bargaining unit to act as Shop Stewards, of which one may be appointed as Chief Shop Steward, provided they have all satisfactorily completed their probationary period in the Visa Call Centre. In addition, the trade union may designate up to two (2) additional employees as alternate Shop Stewards to act in place of an absent Shop Steward.
- (b) The trade union may also designate a Local Unit President for the purpose of fulfilling specified functions outlined in this Agreement. The Local Unit President may not schedule time off from work pursuant to Article 6.16 of this Agreement or to meet exclusively with other union representatives during their hours of work. The Local Unit President may meet with the employer during his/her hours of work at a time mutually agreed upon.

- 4.06 The purpose of the Chief Shop Steward and Shop Stewards 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 trade union and the employer.
- 4.07 The trade union Local Unit President or his/her designate will be introduced to new employees within their first two (2) working days and each new employee will be provided with a copy of this Agreement and a Union Welcome Kit. The employer shall endeavour to introduce all of the Shop Stewards to new employees within their first five (5) weeks of employment.
- 4.08 The employer agrees to provide one (1) bulletin board, centrally located, within the Visa Call Centre for the use of the trade union for the purpose of posting general information notices which may be of interest to the bargaining unit such as: notices of trade union elections and results; notices of meetings; notices of recreational and social events; and notices of general health and safety matters. No posting or distribution of any material by the trade union shall occur other than through use of the trade union bulletin board.

- 4.09 The trade union bulletin board is not for the purpose of posting or distributing political matters or trade union matters not directly related to the bargaining unit or the administration of this Collective Agreement. The trade union and the employer may mutually agree to the posting of notices for other purposes. Posted notices shall be signed by the Local Unit President, or designate in his/her absence and the Director or his/her designate. Posted notices which are not so approved by both parties shall be removed. The Employer will endeavour to review any proposed trade union publication within one regular working day.
- 4.10 Provided the employee has provided written consent that complies with the Employer's obligations under PIPEDA, the Employer will remit annually to the Union the address and phone number of an employee covered by the Collective Agreement. The Employer will not be responsible for providing address changes to the Union.
- 4.11 The Union shall have access to a two-drawer filing cabinet where its stewards and officers may keep their files under lock and key.

5 - Trade Union Leave

- 5.01 The employer will grant a leave of absence without pay or loss of seniority for up to three (3) employees at any one time, to attend convention, assembly, meeting, training session or other legitimate union activity involving employees of the bargaining unit provided the employer is given two (2) weeks advance notice in writing by the trade union to the Human Resources Consultant.
- 5.02 a) The accumulated total of such absences granted from the date of this agreement to its next anniversary date will not exceed thirty (30) working days for each twelve month period.
- b) In addition, 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.

6 - Grievance Procedure

- 6.01 "Grievance" means any difference, disagreement or dispute concerning the interpretation, application, or alleged violation of this agreement, including any question as to whether any matter is arbitrable whether between the employer and any employee(s), or between the employer and the union.
- 6.02 The parties are committed to resolving grievances as promptly as possible. To that end, and employee accompanied by a Shop Steward, if so desired, may meet with his/her immediate supervisor to try to resolve any issues prior to a grievance being filed. Failure to meet will not constitute a bar to the steps that follow.
- 6.03 **STEP 1** - A written grievance must be filed within ten (10) working days of either: the circumstance which first gave rise to the grievance or when the employee reasonably ought to have first become aware of the circumstance which gave rise to the grievance. The grievance shall be submitted in Form 1 as attached to this Agreement and will state the name of the grievor and classification, the name of the Shop Steward signing the written grievance, the date upon which the grievance

was prepared, the details of the grievance, the date upon which the violation of the Agreement is alleged to have first occurred, the supervisor's name and title, the articles and provisions of the Agreement alleged to have been violated, the remedy sought and the signature of the grievor and the Shop Steward. The supervisor and/or the next level manager will meet with the aggrieved employee and a shop steward to discuss the grievance within five (5) working days of the filing of the grievance. The supervisor and/or next level manager will reply, in writing, within five (5) working days of the meeting. If the aggrieved employee is not satisfied with the reply, the grievance may proceed to Step 2. Suspension or discharge grievances may proceed directly to Step 2.

- 6.04 **STEP 2** - The grievance must be presented to the Director, Contact Centre / Credit Card Services or designate within five (5) working days of the receipt of the reply from the supervisor and/or next level supervisor.
- 6.05 The Director, Contact Centre / Credit Card Services or designate and Director, Labour Relations of the employer or designate shall meet with the grievor, the Chief Shop Steward, the Shop Steward signing the

grievance and the trade union staff representative or designate within ten (10) working days of receiving the grievance at Step 2, or such longer period as may be agreed to by the employer and the trade union, to attempt to resolve the grievance.

- 6.06 The Director, Contact Centre / Credit Card Services or designate shall reply in writing within ten (10) working days of the Step 2 meeting.
- 6.07 Any grievance brought either by the employer or the trade union, on its own behalf concerning a matter arising directly between them, and not on behalf of an employee or group of employees, may be originated as a grievance at Step 2, by completing Form 1 and including all of the information referred to in 3 above. This must be done within ten (10) working days after the circumstances first gave rise to the grievance or when the employer or the trade union as the case may be, ought to have first become aware of the circumstance which gave rise to the grievance. Within ten (10) working days of receiving the grievance at Step 2, or such longer period as may be agreed to by the employer and the trade union, the Director, Contact Centre / Credit Card Services or designate and Director, Labour Relations of the employer or

designate shall meet with the trade union staff representative or designate and Chief Shop Steward to attempt to resolve the grievance.

- 6.08 The grievance referred to in 6.07 shall be replied to in writing by the employer or trade union, as the case may be, within ten (10) working days of the Step 2 meeting. Failing receipt of a satisfactory reply to the employer or trade union, as the case may be, the grievance may be submitted to arbitration in accordance with this Article.
- 6.09 No grievance may be commenced pursuant to 6.07 if the matter is one which an employee would be personally entitled to grieve.
- 6.10 A grievance by a group of employees may be filed in accordance with 6.03 and 6.04, providing the facts of each employee's case are the same and any legal issue is also the same. At a Step 2 meeting of such a grievance the shop steward, trade union staff representative or designate and two (2) grievors representing the group may attend.

- 6.11 The employer shall have the right to initiate and to process a grievance with respect to the trade union.
- 6.12 All time limits referred to in this Article 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 stage in accordance with the prescribed time limits or a mutually agreed upon extension by the employer and the trade union, the grievance shall be deemed to have been settled.
- 6.13 Failing settlement under the grievance procedure of any grievance, it may be submitted to arbitration if a written request for arbitration is received within 21 (twenty-one) calendar days after the decision at Step 2 is given. If no written 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.
- 6.14 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.

- 6.15 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 Senior Manager of the Employer. A copy of such correspondence shall also be forwarded to the Director, Labour Relations.

The addresses on record shall be, unless amended in writing:

To the Employer:

Senior Manager	Director, Labour Relations
Customer Service Contact Centre	Employee Relations, Policy and Governance
1745 West 8 th Avenue	12 th Floor, 150 York Street
Vancouver, B.C.	Toronto, ON
V6J 4T3	M5H 3S5
Fax: (604) 734-6007	Fax: (416) 980-7115

To the Union:

United Steelworkers
#202 9292 200th Street
Langley, B.C.

V1M 3A6

Fax: (604) 513-1850

Att: Union Staff Representative

- 6.16 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 shop steward taking time off from work to investigate and/or discuss grievance matters, the shop steward shall obtain permission from a 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, however, such time will be granted within 24 hours of the request. A shop steward shall be allowed any necessary time to investigate, discuss and present grievances and employees and shop stewards will be paid for necessary time spent presenting and processing grievances, but will not be paid for attendance at any arbitration hearings.

- 6.17 No monetary adjustment effected under the grievance procedure or arbitration process shall be made retroactive beyond 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.

Any compensation of wages lost will be less any monies earned elsewhere or received from Employment Insurance and less any other deductions required by law.

- 6.18 Saturdays, Sundays and holidays are not considered working days for the purpose of this Article 6.
- 6.19 If requested by a Shop Steward, a representative of the union may be present in a Step 1 grievance meeting for the purpose of note taking.

7 – Arbitration Board

- 7.01 When either party requests that a grievance be submitted to arbitration, it shall at the same time appoint a member to the Board and shall notify the other party in writing of its appointment and the particulars of the grievance in dispute. The party receiving the notice shall, within fifteen (15) working days, appoint a member to the Board and shall notify the other party of its appointment. The two (2) appointed members shall select the Chair of the Arbitration Board on a mutually acceptable basis. If a mutually acceptable Chair is not selected within ten (10) working days of the appointment of the two (2) members of the Arbitration Board, the two (2) appointed members of the Board shall select the Chair from the following list. Selection of the Chair will be done on a rotational basis beginning with the first name at the top of the list unless the employer and trade union agree otherwise. Should the Chair not be available within 120 days, the next Chair on the list who is so available shall be selected. Should no Chair from the list be available within 120 days, the Chair from the list that is available the earliest shall be selected. Time limits may be extended by mutual written agreement of the employer and the trade union.

Should the party requesting arbitration fail to comply with the time limits set out above, the grievance shall be deemed to have been withdrawn.

List of Arbitrator Chairs:

Vince Ready
Colin Taylor
Nicholas Glass
Chris Sullivan
Ken Glazner
David McPhillips

- 7.02 By mutual agreement, the employer and the trade union may opt for an Arbitration Board composed of a single member which member shall be mutually agreed upon.
- 7.03 No person may be appointed to the Arbitration Board who has been involved in any attempt to negotiate or settle the grievance.

7.04 The following provisions shall govern Arbitration Boards:

- a) In any arbitration, the written record of the grievance shall be presented to the Board and the award of the Board shall be confined to determining the issues contained in such record;
- 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 Board has jurisdiction and authority to interpret and apply the provisions of this Agreement as may be necessary for the determination of the grievance, but the Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to modify, alter, add to, subtract from or amend any part of this Agreement;
- d) The written findings of the majority of the Board as to the interpretation, application, administration or alleged violation of this Agreement will be final and binding upon the parties concerned;

- e) In the event that a grievance is referred to a Board on which it has no power to rule, the case shall be dismissed without decision or recommendation on its own merits; and
 - f) Hearings shall be held in Vancouver unless another location is determined for a particular hearing by mutual agreement of the employer and trade union.
- 7.05 The employer and the trade union agree to bear equally the fees and expenses of the Chair of the Board or the single arbitrator, as the case may be, and to absorb the full cost of their respective nominee.
- 7.06 As an alternative to an arbitration board conducting an arbitration, the employer and trade union may mutually agree to resolve a grievance through mediation before a mutually acceptable mediator or through mediation / arbitration before a mutually acceptable mediator / arbitrator. Should an arbitration result from the mediation / arbitration process, the arbitrator shall be governed by the terms of this Agreement except for 7.03 above.

8 - No Strike or Lockout

- 8.01 The employer agrees that there will be no lockout of employees during the term of this Agreement.
- 8.02 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 the Visa Call Centre or any other operation of the employer by, or on behalf of the employees.
- 8.03 No member, officer or representative of the trade union shall authorize, instigate, aid or condone any activities specified in 8.02 and all stewards and bargaining committee members shall attend work as normal.

9 - Work Environment

- 9.01 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.
- 9.02 The employer and the trade union agree that they shall administer the provisions of this Agreement in a manner which is consistent with the Canadian Human Rights Act and, in accordance with that Act, there shall be no discrimination against any employee on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for which a pardon has been granted.
- 9.03 "Harassment" is defined as unacceptable conduct or comment that undermines the employment relationship or that might reasonably be expected to cause offence or humiliation to any person or might be viewed by

the employee as placing an improper condition on employment. Harassment may take various forms including the following:

- 1) Harassment of an individual or group based on the prohibited grounds in applicable Human Rights law including race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for which a pardon has been granted. Harassment behaviours ought reasonably to be known to be unwelcome and include but are not limited to:
 - i. Unwelcome remarks, jokes, innuendoes or taunting
 - ii. Electronic or hard copy display of posters or literature that could be offensive to others
 - iii. Offensive electronic material including email, web sites and chat rooms
 - iv. Verbal abuse or threats
 - v. Refusal to work or converse with a person based on a prohibited ground of discrimination
 - vi. Imitation of a person's accent or mannerisms
 - vii. Mocking a person's appearance or abilities
 - viii. Assault

- 2) Sexual harassment is any conduct, comment, gesture or contact of a sexual nature (a) that is likely to cause offense or humiliation to any employee; or (b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion. Types of behaviour that constitute sexual harassment include but are not limited to:
- i. Sexist jokes that are embarrassing or offensive
 - ii. Leering (suggestive staring)
 - iii. Sexually derogatory or degrading remarks directed towards members of one sex or one sexual orientation
 - iv. Sexually suggestive or obscene comments or gestures
 - v. Unwelcome inquiries or comments about a person's sex life
 - vi. Unwelcome sexual flirtations, advances, propositions
 - vii. Printed or electronic material of suggestive or sexually offensive nature
 - viii. Persistent unwanted contact or attention after the end of a "consensual" relationship
 - ix. Persistent unwelcome social invitations
 - x. Requests for sexual favours
 - xi. Unwanted touching or patting
 - xii. Verbal abuse or threats or sexual assault

- 9.04 The employer shall endeavour to provide a work environment free from harassment and violence. The employer and trade union agree that harassment and violence will not be tolerated and no person should be subjected to such conduct. An employee who commits harassment or knowingly condones harassment of another person will be subject to disciplinary action up to and including discharge. Similarly an employee who acts in a violent manner or knowingly condones violent behaviour by another person will be subject to disciplinary action up to and including discharge.
- 9.05 It is understood that any harassment investigation shall be handled in accordance with the guidelines established by the employer under its Respect in the Workplace, Anti-Discrimination and Anti-Harassment Policy (Canada).
- 9.06 The Employer may discipline, up to and including discharge, or undertake other appropriate action against any person who makes a frivolous or vindictive claim under 9.03 above.

10 - Safety

- 10.01 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.
- 10.02 There shall be a safety committee composed of representation by the trade union and the employer not to exceed a total of three (3) persons per party. The trade union may designate up to three (3) employees and two (2) alternate employees who have successfully completed their probationary period in the VISA Call Centre.
- 10.03 Through the Joint Health and Safety Committee, the parties will work to achieve and maintain a healthy and safe work environment. The Employer and the Union agree that it is desirable to minimize the risk of adverse health effects due to exposure to ergonomics factors. The work of the Committee relating to ergonomic issues will be in accordance with any applicable legislation.
- 10.04 The safety committee shall meet during regular working hours at least nine (9) times a year at regular intervals and, if other meetings are required as a result of an emergency or other

special circumstances, the committee shall meet as required during regular working hours or outside those hours. The committee shall be granted up to one half (1/2) hour to meet prior to the scheduled Health and Safety meeting.

- 10.05 The Employer shall ensure that the cleanliness of the work stations will be maintained by providing a thorough cleaning of all keyboards, mouse, phones and chairs annually.

11 - Probationary Employees

- 11.01 Each person who is newly hired into a position within the bargaining unit, shall be on probation for sixty-three (63) days actually worked, during which time the probationary employee shall not have any seniority and may be terminated for any cause or on any basis which the employer may determine.
- 11.02 If the probationary employee does not successfully complete probation after the sixty-three (63) days actually worked, the employer may extend the probationary period for up to an additional twenty (20) days actually worked only if it is necessary to ensure a proper assessment of the probationary employee's performance. The employer will advise the employee and the Local Unit President, or designate in his/her absence, in writing. A meeting shall be held between the Human Resources Consultant or his/her designate and the Local Unit President or his/her designate to inform the trade union of the additional time required.
- 11.03 Should a probationary employee successfully complete the probationary period, seniority will include the probationary period.

12 - Seniority

- 12.01 "Seniority" is defined as the length of service an employee has within the bargaining unit based on their last date of hire and is designed to give employees an equitable measure of security based on length of service.
- 12.02 Seniority for all employees shall be the date the employee entered the bargaining unit except where modified by this collective agreement.
- 12.03 All employee names shall appear on either the full-time or part-time seniority list after they have successfully completed their probationary periods.
- 12.04 Effective September 1, 2004, when two or more employees have the same seniority date, seniority ranking shall provide greater seniority to employees transferred into the bargaining unit from other permanent CIBC positions on the basis of total continuous service. Otherwise, the seniority ranking shall be determined by the last three digits of their CIBC employee number. The higher number will carry the greater seniority.

- 12.05 The employer will provide the Local Unit President, or designate in his/her absence with a copy of the seniority lists four (4) times per year: February, May, August, November.
- 12.06 Copies of seniority lists may be posted on the trade union bulletin board. The trade 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. Following the thirty (30) day period, the list shall be considered binding except for additions, deletions and correcting typographical errors.
- 12.07 If any employee on the seniority list is transferred or appointed to a position outside the bargaining unit, and later transferred back to a position within the bargaining unit within one (1) year, the employee shall be credited with the seniority based on the amount of seniority such employee had prior to leaving the bargaining unit.

- 12.08 Employees having been employed only in positions outside the bargaining unit shall, if subsequently employed in a position within the bargaining unit, be considered as new employees for seniority purposes, but will be credited with their service with the employer at any location for all other benefits under this Agreement, including vacation entitlement.
- 12.09 Seniority will be lost and employment shall be terminated for any of the following reasons:
- a) if the employee quits;
 - 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 refused 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;
- h) if the employee is absent due to lay-off as outlined in Article 15.05.

13 - Filling Job Vacancies and Postings

- 13.01 Where the employer creates a new, permanent position or where a vacancy occurs in an existing position, the employer shall post such position or vacancy for five (5) working days 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. The Local Unit President, or designate in his/her absence, shall receive a copy of all postings at the time of the posting. The employer may also post vacancies or new permanent positions on the employer's company-wide job posting system.
- 13.02 The factors considered in filling a position or vacancy under 13.01 above will be performance and ability to perform the job. Should these factors be relatively equal among candidates, seniority shall be used to select the successful candidate.
- 13.03 Preference will be given to filling job vacancies from within the bargaining unit whenever possible. Should there not be a successful candidate for positions or vacancies under 13.02 above from within the bargaining unit,

the employer may select another person from outside the bargaining unit into the position or vacancy, and shall notify the Local Unit President, or designate in his/her absence in such event.

- 13.04 The employer will inform the Local Unit President, or designate in his/her absence, within ten (10) working days, following selection of the successful candidate, of the name of the person being placed in the position and, within the same time period, a notice shall be posted advising the name of the successful candidate.
- 13.05 At a Step 1 grievance meeting concerning any grievance originating from this Article, the Chief Shop Steward, on request, will be provided with the information on the selection matrix which pertains directly to the grievor(s) and the successful candidate(s).
- 13.06 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 trade union in writing prior to the expiry date of the posting. The employer shall not be required to advertise job vacancies other than posting in accordance with 13.01 above.

14 - Discipline and Discharge

- 14.01 A suspension or discharge may be grieved directly to Step 2 of the grievance procedure. The grievance must be filed within ten (10) working days of the suspension or discharge.
- 14.02 Discipline can include written warnings, suspension or discharge. Suspensions may be with or without pay. An employee may be suspended with pay, pending the outcome of an investigation.
- 14.03 Where an employee is required to attend a meeting with the employer for an investigative meeting which could lead to discipline, or to a meeting for the purpose of discipline, the employee and a shop steward, or alternate, shall be advised. The employee shall be advised of their right to have a shop steward, or alternate, present at the meeting. While the employer will make reasonable efforts to locate a shop steward, or alternate, on the premises, the unavailability of a shop steward, or alternate, on the premises shall not prevent the meeting or the imposition of possible discipline. Where union representation as set out above is available, the union representative and the employee shall be granted a maximum of five

(5) minutes to meet in private immediately prior to the commencement of a meeting called for the purpose of discipline or potential discipline. The employer shall provide the employee, the shop steward and the local trade union office with a copy of any written discipline, which shall contain the reason(s) for the discipline.

- 14.04 An employee, or a shop steward with the written permission of the employee, may review the employee's personnel file in the presence of management.
- 14.05 A disciplinary measure, which is not annulled by agreement of the parties or by arbitral decision shall be struck from the employee's file after twenty four (24) months. When a disciplinary notice is more than one year old, and if there are no other measures in the employee's file, the notice, will not adversely affect the employee's performance evaluation.

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

14.06 The following, but not limited to the following, may be cause for discipline up to and including discharge:

- a) Misappropriation of funds, or any other fraudulent or dishonest action;
- b) Being under the influence of alcohol or illegal drugs on the employer's premises;
- c) Gross insubordination or disorderly or indecent conduct on the job;
- 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 warning letter;
- h) Engaging in a trade or business whose interests may appear to or do conflict with the interests of the employer, without first securing permission from the employer;
- 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 an offence under the Criminal Code reasonably related to the employee's duties;
- k) Violation of the published security regulations of the employer; including the VISA Terminal Access Policy;
- l) Bond revocation.

14.07 A grievance arising because of discharge may be settled under the grievance procedure by:

- a) Confirming the employee's discharge; or
- b) Reinstating the employee with or without compensation for time lost; or
- c) Any other arrangement mutually agreed to by the employer and the trade union; or
- d) By other arrangement decided by a Board of Arbitration, subject to the powers given to such Board in this Agreement.

15 - Layoff and Recall

- 15.01 Where the employer decides to discontinue a position covered by this agreement, a minimum of four (4) weeks notice shall be provided. Employees affected shall be laid off by seniority commencing with the most junior employee within the level, provided that:
- Vacant positions are filled prior to any layoff occurring;
 - The employee has the demonstrated ability to perform the job of the employee being displaced to the required standard of the employee being displaced;
 - The employee has greater seniority than the displaced employee; and
 - An employee may displace another employee in a higher job classification (e.g. Level 3 Express Queue Representative can displace a Level 4 Customer Service Representative) provided that the employee has the demonstrated performance, skills and ability to perform the job.
- 15.02 The employer shall provide written notice of lay off to the affected employee and such notice shall be copied to the Local Unit President, or designate in his/her absence.

- 15.03 The rate of pay for an employee who is moved to a vacant position or who displaces another employee, shall be the lesser of the employee's former rate and the maximum rate of pay for the employee's new classification or grade level.
- 15.04 If the employer decides to re-institute a position or if a vacancy occurs within an existing position within the classification, it shall recall the employee with the most seniority and ability on layoff first. Any recalled employee must have the ability to perform the job in a satisfactory manner. No new employee will be hired prior to laid off employees being offered recall, provided that the employee eligible for recall has the ability to perform the job satisfactorily.
- 15.05 Employees laid off may remain on a recall list for a period of two (2) years from the date of layoff or a time equal to the employee's seniority prior to layoff, whichever is lesser.
- 15.06 An employee who refuses recall shall be terminated unless illness is the reason for the refusal. In case of illness, the employee may remain on the recall list in accordance with 15.05 above.

**16 - Regular Hours of Work; Overtime and Overtime
Assignments**

- 16.01 The regular work week for full time employees shall be thirty-seven and one-half (37.5) hours per week comprised of seven and one-half (7.5) hours per day, five (5) days per week, inclusive of rest periods, but exclusive of meal periods.
- 16.02 All employees working seven and one-half (7.5) hours per day are entitled to two (2) rest periods of fifteen (15) minutes each, paid at the employee's regular hourly rate.
- 16.03 All employees scheduled to work at least four (4) hours per day shall be entitled to one (1) rest period of fifteen (15) minutes, paid at the employee's regular hourly rate.
- 16.04 All employees scheduled to work five (5) or more hours per day shall be entitled to a thirty (30) minute unpaid meal period.
- 16.05 Employees who have worked 2.5 hours or more of overtime in addition to their regular work day of at least 7.5 hours will be entitled an additional 15 minute break to be scheduled at the employer's sole discretion.
Employees who work a minimum of 3 hours of overtime on a regular day off will be entitled to one (1) 15 minute break to be scheduled at the employer's sole discretion.

- 16.06 a) No overtime will be worked without prior authorization of the employer. Authorized time worked by an employee in excess of seven and one-half ($7 \frac{1}{2}$) hours per day or in excess of thirty-seven and one-half (37.5) hours per week will be paid at time and one-half.
- b) The employer may offer employees the option to bank their overtime for time off at a later date, instead of receiving monetary compensation. If this option is available, the employer will advise at the time of posting the overtime work.
When signing up for the overtime work, the employee shall indicate, in writing, whether he/she prefers to be paid for the overtime, or to bank the time to be taken off in lieu of pay.
- c) The employee can bank up to a maximum of thirty (30) overtime hours within a six (6) month period (30 overtime hours = 45 hours straight time). The banked hours must be utilized before the employee can bank additional time. Total hours banked cannot exceed 30 hours at any time. Employees can request to utilize their banked time in a minimum of fifteen (15) minute increments with a minimum of forty-eight (48) hours advance written notice. Requests will be

approved at the employer's discretion, on a first come first serve basis, subject to operational requirements of the business. The employer will take into consideration the time preferences expressed by the employee, however, the employer reserves the right to exclude certain days based on operational and business requirements.

- d) If the banked time cannot be used within six (6) months following the date on which overtime was worked, the overtime will be paid at the rate of pay in effect when the overtime was worked, on the first pay following the sixth (6th) month.

16.07 Employees who have worked two (2) hours or more of overtime in addition to their regular work day will be entitled to a meal allowance of \$10.00 to be paid in conjunction with their regular bi-weekly pay.

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

- a) Where security or personal knowledge requires that a specific employee perform

overtime work, such employee must work the overtime assigned;

- b) Where the procedure in (a) above does not apply, the overtime work will be assigned to available employees who:
- Are at work;
 - Are within the job classification normally responsible for performing the work;
 - Are capable of doing the overtime work in question;
 - Have volunteered for such overtime work; and
 - If sufficient employees are available within that job classification, the employer will assign the overtime work in the order of seniority starting with the most senior employee.
- c) Where no employee or insufficient employees within the job classification have volunteered for the overtime work, the employer will assign the overtime work to other volunteers who are at work, and capable of doing the overtime work;
- d) Where sufficient employees are not available for the work required, the employer will assign the overtime work in reverse order of seniority starting with

the most junior employee within the classification who is capable of doing the work.

- e) The employer will provide 24 hours notice in the event overtime is cancelled.

- 16.09 The employer undertakes that no employee shall work a split shift unless he or she so requests and such request can be accommodated. Otherwise, all hours scheduled in a day shall be continuous with the exception of rest and meal periods.
- 16.10 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. The overtime provisions mentioned shall not apply where the employee has voluntarily switched shifts with another employee.
- 16.11 Employees shall select their working schedule from a list of shift schedules offered by the employer on the basis of the published seniority list.

- 16.12 Once shift selection has been completed by the employees for each scheduled rotation, the schedule will be posted and a list of all employees and their shifts shall be provided to the local unit president concurrently.

17 - Leaves of Absence

17.01 Leave of Absence:

Employees are required to attend work regularly. When unable to attend, the employee must contact the Intra-day Hotline at: 1-866-361-4785 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.

17.02 (a) Personal or Family Reason Absence:

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.

17.02 (b)

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

17.02 (c)

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

17.02 (d)

The Employer agrees to maintain the same terms and conditions for the bargaining unit employees at the Vancouver Visa Call Centre as the rest of CIBC with regard to Personal Days as set out in Paragraph 5.1 Personal Days, of the CIBC Employee Leaves Policy (Canada). A full-time employee is entitled to up to three (3) days of personal leave with pay.

Part-time employees are entitled to personal paid leave on the following basis:

Standard Hour of Work (per week)	Annual Personal Day Allotment
22.5 and above (less than 37.5)	2 personal days
Minimum 15 up to <22.5	1 personal day
Less than 15	0 personal days

The Employer will administer the policy based on the calendar year (January to December), and for full-time employees will administer one-third (1/3) of the personal leave days, in hourly increments. For part-time employees working 22.5 hours or above, one (1) personal day will be administered on this basis.

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

17.03 Child Care Leaves:

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

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

- 17.04 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.
- 17.05 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.
- 17.06 Pregnant employees who work on video display terminals and make a written request to the employer may take a leave of absence without pay or benefits until the normal pregnancy leave commences unless an alternative position is available.
- 17.07 **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 death in the employee's immediate family or family members of the employee's spouse or common-law partner as defined in Article 17.08.

- a) 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;
- 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) One (1) additional day with pay will be granted if the employee is required to travel outside the Vancouver Lower Mainland region. Other reasonable additional leave with pay may be provided for more extensive travel time at the manager's discretion.
- d) Bereavement Leave may commence immediately following the date of death or may be taken within the 52 weeks following the date of death (does not need to be taken consecutively).

- 17.08 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, step-parent or common-law partner of parent, sister, brother, step-brother, step-sister, grandparent, step-grandparent, grandchild, foster child, foster parent, father-in-law and mother-in law, either married or common-law, or step relation, and family members of the employee's spouse or common-law partner, specifically: child, brother, stepbrother, sister, stepsister, grandparent and grandchild, and includes any relative permanently residing in the employee's household or with whom the employee resides.
- 17.09 Reasonable time off with pay may be provided, at the manager's discretion, to attend the funeral of a close friend, non-immediate family member or colleague.
- 17.10 An employee will not be eligible to receive payment under this article for any period in which any other payment provided for under the collective agreement is being received, including holiday pay, short-term disability, or compensation under any insurance plan. In the case of bereavement leave with pay occurring during an employee's vacation, any overlap period will be rescheduled later at a time acceptable to both the employee and employer.

17.11 Campaigning for and/or Election to Public Office and Reservist Leaves:

The above noted leaves are covered under the CIBC Employee Leaves Policy (Canada). All employees within the bargaining unit will be eligible for these leaves on the same basis as all other CIBC employees within Canada.

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

17.13 Return to Work:

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.

18 - Management Rights

18.01 Within the framework of this Agreement, the employer reserves the right to:

- Hire, promote, transfer, demote, retire and layoff employees; and
- 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 provided.

18.02 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.

19 - Contracting Out

- 19.01 During the term of this Agreement, the employer agrees that it will not contract out bargaining unit work if such contracting out would result in layoffs within the bargaining unit unless otherwise agreed to between the employer and the trade union.

20 - Technological Change

- 20.01 Prior to the introduction of technological change, as defined in the Canada Labour Code, Part I, s. 51(1), the employer will provide employees to be affected 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.
- 20.02 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 whenever possible. Otherwise, the employee shall be entitled to the procedure contained in Layoff and Recall Article of this Agreement.
- 20.03 In consideration of the above, section 52, 54 and 55 of the Canada Labour Code, Part I, will not apply to the employer and the trade union.

21 - Closure

- 21.01 In the event the Employer determines to shut down all or part of its bargaining unit operations in the Visa Call Centre, the Employer shall advise the trade union staff representative and Local Union President, or designate in his/her absence, in writing at least sixteen (16) weeks in advance indicating the reason for the closure. Thereafter, the trade union staff representative and the Local Union President, or designate in his/her absence, will meet with the Employer to discuss the shutdown, alternatives and the manner in which employees will be affected with the objective of minimizing the impact of termination of employment on employees and assisting employees in obtaining other employment.
- 21.02 For the purposes of 21.01, a partial shut down is defined as the permanent discontinuance of fifty (50) or more bargaining unit positions where there is no possibility of redeployment within the bargaining unit.
- 21.03 Notwithstanding redeployment, recall rights and /or other alternatives, the parties shall meet to discuss severance payment if applicable.

22 - Basic Hourly Rates of Pay

- 22.01 The basic hourly rates of pay for each pay level within a job classification in the bargaining unit will be within the ranges as set out in Schedule "A" attached to this Agreement. The employer may commence a newly hired employee at any rate within the grade of the job classification into which the employee is hired. Pay increases, if any, for eligible employees during the term of this Agreement shall be as shown on Schedule "B" attached to this Agreement.
- 22.02 The employer agrees to conduct an annual performance assessment, which includes a six (6) month interim review. The interim review as well as the annual performance assessment is not subject to the grievance and arbitration process under this Agreement, except for negative comments or where the "CIBC Performance Rating Scale – Year-end Rating" section of the Performance Management & Measurement individual Performance Scorecard indicates the employee's overall performance is a rating of "did not meet expectations".
- 22.03 The determination of the levels of those benefits that are based on annual pay shall be calculated in accordance with the employer's benefit calculation policies.

- 22.04 The employer will provide the designated Staff Representative with a list of current hourly rates of pay, QIP incentive amount, and classification for all members of the bargaining unit, excluding names, once per year or as requested by the Staff Representative.
- 22.05 When a job description changes, the employer will provide the Local Unit President a complete job description of the changes to the job.

23 - Paid Holidays

- 23.01 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) Labour Day;
 - f) Thanksgiving Day;
 - g) Remembrance Day;
 - h) Christmas Day;
 - i) Boxing Day; and
 - j) B.C. Day or Civic Holiday (the first Monday in August)
- 23.02 Employees shall be compensated at their respective regular rate of pay for the time which they would otherwise have been scheduled to work if the holiday had not occurred, subject to other provisions contained in this Article.
- 23.03 To qualify for compensation under 23.02 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, suspension of employment or layoff the day on which the holiday occurred; and
- e) Not agreed to work on the holiday, and failed to report, without justifiable cause.

23.04 If a part time employee who would otherwise qualify for holiday pay is unable to establish entitlement due to 23.03(b) above, the employee shall be paid as holiday pay 1/20th of the wages the employee has earned during the thirty (30) calendar days immediately preceding the holiday.

23.05 In the event that any holiday listed in 23.01 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.

23.06 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.

Should an employee be required to work on the holiday, and provided prior written notification has been given to the employer, the employee will be entitled to bank the time worked at the regular rate of pay for the holiday and elect to take it at a later date, within Six Months, that is mutually acceptable to the employer and employee. The Employer will endeavour to give preference to dates adjacent to the employee's scheduled days off, if requested by the employee. If the banked time is not taken within said Six Months period, the time will be paid out at the regular rate of pay on the first pay following the Six Months period.

- 23.07 When a holiday listed in 23.01, above, falls on a employees regularly scheduled day off, the employee will select a lieu day of his/her choice subject to business requirements. The employee and the employer will mutually agree to the day on which the lieu day will be taken. The employer will not withhold this request unreasonably.
- 23.08 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.
- 23.09 It is understood that under no circumstances shall there be pyramiding or combining of premiums or benefits of any kind in any way.

24 - Paid Vacations

- 24.01 The vacation year shall be the calendar year, January 1st to December 31st.
- 24.02 All full time employees will be eligible to earn vacation time and pay each year. Employees' entitlement to vacation will increase with service and employees will move through the vacation time thresholds set out below during periods of both active and inactive service. Employees may earn vacation time, but not pay, during periods of inactive service or unpaid employment. Except as specified in the **Employee Leaves Policy (Canada)**, vacation pay is earned during periods of active or paid employment only. Entitlement will be based on the 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 1 day per month to a maximum of 10 days
 - b) During the 2nd to 9th calendar years of employment:
 - 3 weeks
 - c) During the 10th to 20th calendar years of employment:

- 4 weeks

d) During the 20th calendar year and over:

- 5 weeks

e) Any employee who qualified under a prior agreement for a 4th winter week of vacation entitlement before January 1, 2003 will keep this entitlement until their 10th calendar year when they become eligible for 4 weeks entitlement anytime.

24.03 Employees who are regularly scheduled to work less than 37 1/2 hours per week will be eligible to earn vacation time and pay each year. Employees' entitlement to vacation will increase with service and employees will move through the vacation time thresholds set out below during periods of both active and inactive service. Employees may earn vacation time, but not pay, during periods of inactive service or unpaid employment. Except as specified in the **Employee Leaves Policy (Canada)**, vacation pay is earned during periods of active or paid employment only. Entitlement will be based on the 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 1 "day" per month to a maximum of 10 days. "Days" for part time employees are calculated as the total guaranteed hours per week divided by 5
- b) During the 2nd to 9th calendar years of employment: 3 work weeks
- c) During the 10th to 19th calendar years of employment: 4 work weeks
- d) During the 20th calendar year and over: 5 work weeks
- e) An employee who is regularly scheduled to work less than 37 ½ hours per week and who qualified under a prior agreement for a 4th winter workweek of vacation entitlement until their 10th calendar year when they become eligible for a 4 work weeks entitlement anytime.

24.04 The vacation booking schedule will be circulated starting November 1st each year. Vacation times shall be selected by employees prior to November 15 for the following year and the employer shall schedule vacation by December 31 on the basis of seniority and requests for a

full week of vacation shall have priority over requests for less than a full week of vacation. Any vacation not selected by November 15 shall be scheduled on a first-come, first-served basis and seniority shall not be considered. Should vacation periods become available through the following year, such periods will be posted for seven (7) calendar days, during which seniority shall govern selection. Following the seven (7) calendar days posting, any vacation period still outstanding shall be scheduled on a first-come, first-served basis and seniority shall not be considered. The vacation schedule shall be posted by January 15 in each year.

- 24.05 All vacations must be scheduled within the calendar year except that a continuous vacation may flow into the commencement of the next calendar year up to the end of the first week of the new calendar year. Should an employee's vacation schedule be necessarily altered by the employer, the vacation shall be taken at a mutually acceptable time as may be agreed between the employee, the employee's supervisor and the administrative manager within two (2) months of the originally scheduled vacation unless otherwise agreed to between these individuals. In such a case where the employer requires an employee's vacation to be rescheduled, the employer shall reimburse an employee for any monies lost as a result, upon receipt of proof of loss.

- 24.06 Where an employee becomes eligible for an authorized leave under this Agreement (that is, disability leave, bereavement leave, jury or witness leave) prior to the commencement of scheduled vacation, there shall be no deduction from vacation for such leave. The period of vacation so displaced shall be taken at a mutually agreed upon time between the employee, the employee's supervisor and the administrative manager within two (2) months of such date or such other date as may be agreed. Employees shall advise their supervisor and the administrative manager as soon as reasonably possible should they require application of this provision.
- 24.07 It is understood that all vacation scheduling shall not jeopardize the operational needs of the Visa Call Centre.
- 24.08 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.

24.09 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.

25 - Shift Premiums

- 25.01 Shift premiums will be paid to employees working certain shifts and hours and will be administered as follows:
- a) Employees who are scheduled to work a shift commencing at or after noon but before 4:00 p.m. shall be paid an hourly premium of 75 cents for any hours worked after 5:00 p.m.;
 - b) Employees who are scheduled to work a shift commencing between 4:00 p.m. and 11:59 p.m. shall be paid an hourly premium of 75 cents.
 - c) Employees who are scheduled to work a shift commencing 12:00 a.m. to 4:59 a.m. shall be paid an hourly premium of 85 cents.
- 25.02 Shift premiums shall not be used for any other payment, that is, no pyramiding of premium pay of any kind is permitted.

26 - Benefits

- 26.01 The employer will provide to employees, new employees prior to the completion of their probationary period, and the Local Unit President, or designate in his/her absence, the most recent copy of the "Benefits & You" Booklet. The employer agrees to make applicable premium contributions and employees will be entitled to continue in the benefits program under the terms contained in that document.
- 26.02 The employer and the trade union agree that any revisions to, and/or deletions from and/or additions to the benefit plan under this Agreement made by the employer that are applicable to other employees of the employer outside the bargaining unit during the term of this Agreement will be applied to the eligible employees covered by this Agreement simultaneously in the same manner.
- 26.03 The employer may, at any time, substitute another insurance carrier or underwriter for any plan, provided that the benefits conferred are not in total decreased.

26.04 All matters regarding eligibility for or within the benefit plans, or interpretation of the benefit plans under this Agreement shall be determined in accordance with the plan rules as established by the employer, insurer or other underwriter as the case may be.

27 - Copy of The Collective Agreement

- 27.01 The employer is to provide a copy of the Collective Agreement to all employees within three (3) months of the effective date of this Agreement. The cost of printing of the Agreement is to be shared equally between the employer and the trade union.

28 - Duration of Agreement

- 28.01 The term of this Agreement shall run from ratification until February 28, 2012.
- 28.02 Either the employer or the trade 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.
- 28.03 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 employer and the trade union or until the date on which either the employer or trade union may lawfully alter the terms or conditions of employment in accordance with the Canada Labour Code, whichever date shall first occur.

Signed by the Employer and the Trade Union, this
_____ day of _____, 2011.

ON BEHALF OF THE
EMPLOYER

ON BEHALF OF THE
UNITED
STEELWORKERS
LOCAL 2009

“Schedule “A”

	Start Rate	2011 Max Rate
Level 2	12.70	17.07
Level 3	14.75	20.30
Level 4	16.30	24.14

Schedule "B"

1.75% ACROSS THE BOARD increase to eligible employees.

Notes:

1. The above wage rate increases will be applied to all eligible, active employees on the first full pay period following ratification.
2. The above increases in pay shall apply to those employees actively at work. Employees not actively at work will receive the above increase effective upon their return to active status, excluding "rehab hours".
3. Employees whose 2010 PMM rating was assessed as less than "successfully meets position requirements" are not eligible for a rate of pay increase.*
4. For the lifetime of this agreement, where the negotiated increase will take an employee's wage rate beyond the range maximum, they will receive that portion of the increase that takes their base rate to the range maximum. The balance of the negotiated increase will be paid as a lump sum payment as described in 5 below up to a maximum of 1.75%.
5. For the lifetime of this agreement, an employee whose current hourly wage rate is at the maximum hourly wage rate for their pay level will receive an increase up to a maximum of 1.75%

in the form of two equal lump sum payments.
The first payment will be made upon ratification,
the second after 6 months.

*Employees who are not eligible for the negotiated wage increase on ratification may qualify on May 1, provided their 2011 interim PMM rating is "meets position requirements" or better.

Letter of Agreement

Temporary Employees

The period of hire of Temporary Employees shall not exceed six (6) calendar months unless mutually agreed upon between the employer and the trade union. In the case of replacement of a regular employee on child care leave, the period of hire shall be the time equal to the child care leave, plus five (5) working days. Temporary employees are not within the bargaining unit and accordingly are not covered by the terms of this Agreement, but they shall pay an amount equal to trade union dues in accordance with the "Trade Union Dues Checkoff" Article of this Agreement and shall be paid the applicable hourly rates under this Agreement. Temporary employees may not be hired if any employee is eligible and available for recall on the Recall List under this Agreement. Should a temporary employee compete successfully for a position within the bargaining unit, he or she shall be required to complete the probationary period under this Agreement. Upon successful completion of the probationary period, seniority will be calculated to include the time worked as a temporary employee, provided there has been no break in service.

For the Employer

For the Trade Union

Letter of Agreement

Agency Personnel

The Employer recognizes the Union's concern over the use of agency personnel to do work that the bargaining unit employees would normally perform.

The Employer shall provide two (2) weeks written notice to the Union prior to any planned work that may require the hiring of agency personnel, such notice to include the nature of the work to be performed, the approximate number of agency personnel required, and the expected duration of the work. Notwithstanding the foregoing, in the event of an emergency or unforeseen circumstances, the Union shall waive the requirement for notice from the Employer.

The parties agree to discuss the planned work and explore possible alternatives to the hiring of agency personnel, taking into consideration the efficiency of the operations and manpower. Notwithstanding the discussions between the parties, the union recognizes that, in accordance with Article 18 – Management Rights, the employer reserves the right to operate and manage its business in all respects in accordance with its commitments and responsibilities, including decisions surrounding the use of agency personnel.

The period of time for which services of agency personnel may be retained shall not exceed six (6)

calendar months time, exclusive of training, unless mutually agreed upon between the employer and the trade union, and such services shall only be retained where the employer determines that it is impractical to utilize other categories of employment personnel. The employer agrees that the use of agency personnel shall not exceed 25 persons at any one time except in the event of special circumstances, in which case the employer and the trade union may agree to further agency personnel for a fixed period of time.

Agency personnel may not be used if any employee is eligible and available for recall under the Recall List of this Agreement. Should any agency personnel compete successfully for a position within the bargaining unit, he or she shall be required to complete the probationary period under this Agreement.

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade Union

Letter of Agreement

In Level Adjustments

Based on responsibility added to a particular position within the bargaining unit, the employer will apply up to a four (4) per cent increase as an in-level adjustment. Such adjustments are not subject to the grievance and arbitration procedure.

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade Union

Letter of Agreement:

Compressed Work Week Arrangements

Notwithstanding Article 16 of the Agreement dealing with Regular Hours of Work and Overtime, the employer and the trade union agree that, where feasible in the view of the employer, compressed workweek arrangements in compliance with the *Canada Labour Code* may be introduced. It is understood and agreed that any employees working a compressed work week will be on a voluntary basis and only be paid overtime for hours worked in excess of 75 hours on a bi-weekly basis and will be cost-neutral for the employer.

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade Union

Letter of Agreement

Vacations

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

NAME	ADDITIONAL YEARS
Jim Chan	1
Heather Kirk	6
Roberta MacIver	15

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade 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.

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade Union

Letter of Agreement

Quarterly Incentive Program

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

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

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

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade Union

Letter of Agreement

Humanity Fund

Once the Employer receives written authorization from an employee to contribute to the "Humanity Fund", the employer shall deduct the amount of \$0.01 per hour from the wages of such 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 the United Steelworkers within fifteen (15) working days of the end of the month. The Local Unit President, or designate in his/her absence, will be provided with confirmation 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 deduction from any employee in the bargaining unit may be discontinued by any employee after the receipt by the Employer of that employee's written statement of his/her desire to discontinue such deductions from his/her pay. An employee may only change his/her participation status once during the life of the Collective Agreement.

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade Union

Letter of Agreement

Re: Quarterly Meetings

This letter confirms that during the term of this collective Agreement, the Employer agrees to meet the bargaining committee on a quarterly basis to discuss business change initiatives and related subjects of mutual interest. The Employer will be represented by the Director, Credit Card Services and/or her designate(s). The agenda shall be drawn up and agreed to in advance.

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade Union

Letter of Agreement

Coordinated Return To Work Meetings

The parties agree that an employee who is required to attend a meeting under CIBC's Coordinated Return To Work (CRTW) Program may, if desired, request the presence of a union representative. Such meetings will normally take place during regular working hours and the absence of the union representative from his or her assigned duties for that period will be with pay. However, the unavailability of a union representative shall not stop a scheduled meeting from taking place.

The parties further agree that the role of the union representative will be solely for the purpose of providing moral support to the employee.

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade Union

Letter of Agreement

Job Sharing

This letter confirms that the Employer will entertain requests from employees interested in job sharing arrangement, subject to the provisions contained in CIBC's Work & Lifestyle Program.

The Employer and Trade Union agree that, any proposed job sharing arrangement must comply with the provisions of the Canada Labour Code and the provisions of this Collective Agreement and will be cost neutral for the Employer.

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade Union

Letter of Agreement

Time Off for Citizenship Ceremony

The employer and the trade union agree that employees will be granted a half-day off with pay during their regular hours of work to facilitate attendance at a ceremony for the purposes of obtaining their Canadian Citizenship.

(s) S. Shand
For the Employer

(s) R. Gatzka
For the Trade Union

Letter of Agreement

Health & Safety Committee

The Employer and the Trade Union agree to operate the Safety Committee in full compliance with all requirements of part 2 of the Canada Labour Code.

For the Employer

For the Trade Union

Letter of Agreement

Personal Paid Days

The Employer agrees that in adopting the calendar year for the administration of Personal Paid Leave Days, full-time employees will be entitled to an additional four (4) hours of personal paid leave. Part-time employees will be entitled to an additional two (2) hours of personal paid leave in addition to the provisions under Article 17.

This additional leave may be used during the period of November 1, 2010 and December 31, 2011.

The parties have agreed that the current entitlement of personal paid leave days as defined in Article 17.02, currently administered as full days, may be administered in either full or half day increments for the period of this Collective Agreement ending February 28, 2012.

For the Employer

For the Trade Union