

Memorandum of Settlement

Between

CANADIAN IMPERIAL BANK OF COMMERCE
Credit Card Services

And

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED
STEELWORKERS UNION) Local 2952.

1. The parties hereby agree to the terms of this memorandum as constituting full settlement of all matters in dispute, excluding any and all current grievances.
2. The undersigned representatives of the union agree to fully recommend acceptance of all terms of this memorandum to their members.
3. The parties agree that the term of the collective agreement shall be from November 1, 2010 to February 28, 2012 and is not retroactive prior to ratification except where expressly stated. A lump sum payment in lieu of the negotiated wage increase will be provided to all eligible employees for the period between November 1, 2010 and the first full pay period following ratification. The gross lump sum payments shall be as follows:

	Full Time	Part Time
Level 2	\$135	N/A
Level 3	\$165	\$100
Level 4	\$175	\$110

4. The Employer agrees to cover the costs of the room rentals for the 2010/2011 negotiations up to a maximum of 6 days.
5. The Employer agrees to amend the CBA references from Local 2952 to Local 2009 of the USW upon provision of proof of successor status from the Trade Union.
6. The parties agree that the Collective Agreement shall include the terms of the previous collective agreement which expired on October 31, 2010, provided that the following amendments are incorporated:
 - As attached.

Signed at Vancouver, British Columbia, this 23rd day of February, 2011.

FOR THE CIBC:

Anne Ackerman

[Signature]

Susan Valente

FOR THE UNION:

Brian Harder

[Signature]

S. Adair

Buyer's

Yi Hason Li



Article 3 – Trade Union Dues Check Off

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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.

3.05 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 the (60) sixty days after receipt by the Employer of such notice.

Article 4 – Union Representation

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.

Article 6 – Grievance Procedure

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
Customer Service Contact Centre
1745 West 8th Avenue
Vancouver B.C.
V6J 4T3
Fax: (604) 734-6007

Director, Labour Relations
Employee Relations, Policy and Governance
12th Floor, 150 York Street
Toronto, ON
M5H 3S5
Fax: (416) 980-7115

To the Union:

United Steelworkers
#202 9292 200th Street
Langley, B.C.
V1M 3A6
Fax: (604) 513 1850
Attn: Union Staff Representative

Article 7 – Arbitration Board

7.01 – agree to the removal of Al Hope and addition of Chris Sullivan

Article 9 – Work Environment

- 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).

Article 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

Article 16 – Regular Hours of Work; Overtime and Overtime Assignments

- 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 to 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

- b) The employer may offer employees the option to bank their overtime for time off at a later date, instead of receiving monetary compensation. If this option is available, the employer will advise at the time of posting the overtime work.

When signing up for the overtime work, the employee shall indicate, in writing, whether he/she prefers to be paid for the overtime, or to bank the time to be taken off in lieu of pay.

- c) The employee can bank to a maximum of 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 the operational requirements of the business. The employer will take into consideration the time preferences expressed by the employee, however, the employer reserves the right to exclude certain days based on operational and business requirements.
- d) If the banked time cannot be used within 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.

16.08 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

Article 17 – Leaves of Absence

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 4.4 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 Hours 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.

17.07 **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).

17.11 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

Article 22 – Basic Hourly Rates of Pay

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".

22.04 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.

Article 23 – Paid Holidays

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 an 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.

Article 24 – Paid Vacation

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 last date of hire into a full time position with the employer at any location:

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)

24.10 – Agree to removal of clause

Article 28 - Duration of Agreement

28.01 The Term of this Agreement shall run from Ratification until February 28, 2012

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

Replace existing with:

1.75% ACROSS THE BOARD increase to eligible employees.

Notes:

1. The above wage rate increase 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 Agreements

	<u>KEEP</u>	<u>MODIFY</u>	<u>DELETE</u>
Temporary employees	X		
Agency personnel	X		
In-Level adjustments	X		
Compressed work week	X	<u>Rename to "Modified Work Arrangements"</u>	
Vacations	X		
AIP			

QIP	X		
Humanity Fund	X		
Quarterly Meetings	X		
CRTW	X		
Job Sharing	X		
Citizenship	X		
Annual Performance Assessment			X

Letter of Agreement

Health and 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*.

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 agree 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.