

Collective Agreement

Dated: 1 March 1995

Ending: 28 February 1997

Between:

Visa Centre, Canadian Imperial Bank of Commerce

Toronto, Ontario

And:

United Steelworkers of America

Local 2104(B)

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ARTICLE 1 - TRADE UNION RECOGNITION

1.01 The employer **recognizes** the trade union as the sole bargaining agent for all its employees employed at its Visa Centre located at 750 Lawrence Avenue West, Toronto, Ontario, which includes the employees in the classifications listed in Schedule "A" of the Collective Agreement and working in the areas listed in Article 5 respecting trade union representation and excludes the Senior Manager, Senior Assistant Managers, Assistant Managers, Senior Inspector, Inspectors, Administration Officer (Operations), Senior Assistant Administration Officer, Assistant Administration Officers (Interchange, **Payments**, Special Collections and **Re-Issue**), Supervisors, (Customer Service, Collections, Non-Current Loans, Approving, Data Entry and Authorisation - Days, Data Entry and Authorisation - Evenings, Microfilm, Tracing, Lost Card Reporting, Statement Room and Mail Room), Assistant Supervisors (Credit and Customer Service), Merchant Service Officer, Internal Auditor, Personnel Department, Special Representative (Marketing), Sales and Services Representatives, Management Trainees and temporary and casual part-timers.

ARTICLE 2 - DEFINITION OF EMPLOYEES

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

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

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

2.03 Temporary employment shall mean employees who are hired to replace regular employees for purposes of **authorized** leave of absence, vacations or general holidays in accordance with the provisions of this collective agreement. The period of hire shall not exceed four (4) months or in the case of replacement of a regular employee on child care leave, a time **equal** to the child care leave plus five (5) working days.

DEFINITION OF EMPLOYEE**"continued"**

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

ARTICLE 3 - NO DISCRIMINATION

3.01 The employer and the trade union agree that there will be no discrimination, intimidation, interference, restrictions or coercion exercised or **practiced** by either of them or any of their representatives because of the question of membership of an employee or any other person employed by the employer in the trade union or in any trade union or because of their activity or lack of activity in the trade union or any other trade union.

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3.02 The employer and the trade union agree that they shall negotiate and attempt to administer the provisions of this collective agreement in a manner which is consistent with the Canadian Human Rights Act and, in accordance with that Act, does not discriminate against any employee on the basis of age, marital status, sex, race, creed, colour, physical disability, national or ethnic origin or religious affiliation.

ARTICLE 4 STRIKES OR LOCK-OUTS

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

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

ARTICLE 5 - UNION REPRESENTATION

5.01 a) The trade union may designate up to five (5) employees from this bargaining unit to act as its bargaining committee, provided they have all completed one (1) year of **service** in the Visa Centre, and that no more than one (1) employee from each of the departments covered by this agreement is appointed to represent the bargaining committee of the Visa Centre.

5.01 b) The departments will be identified as follows:

- Accounting
- Authorisations
- Call centre
- Card Production
- Commercial Products
- Credit
- Fraud Investigation
- Mail Room
- Merchant operations
- Merchant Support
- National Correspondence
- POS** Programming
- Purchasing Card
- Retrievals
- Solutions

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

ARTICLE 5 - UNION REPRESENTATION "continued"

5.02 a) The trade union may designate and the Employer will recognize one (1) employee from each area to act as steward for that area for the purpose of assisting employees in presenting complaints and grievances in accordance with the grievance procedure of the collective agreement, except as noted. All such employees must have completed their probationary period in the Visa Centre, Toronto. A designated steward may only act as a steward in another area if the trade union has designated the steward as a temporary replacement steward for a steward who is absent from another area. No steward shall act as steward for more than two (2) areas at any time. The areas shall be:

1. Merchant Support, Accounting and Retrievals;
2. Credit, Commercial Products, Purchasing Card;
3. Call Centre;
4. Authorisations, Card Production and Mail Room;
5. Fraud Investigations;
6. National Correspondence;
7. Merchant Operations, Solutions, POS Programming.

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

ARTICLE 5 - UNION REPRESENTATION "continued"

5.03 The trade union shall notify the employer in writing from time to time of the **names** of the stewards and committee persons, the effective **dates** of their appointment and the names of any of the former committee persons whom they are replacing or who are discontinuing and of the name of the Chairperson of the Bargaining Committee. The employer will not be required to recognise any employee as a steward or as a committee person or Chairperson of the Bargaining Committee without notice in writing from the trade union.

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

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

ARTICLE 5. UNION REPRESENTATION "continued"

purpose of agenda meetings and shall be allowed to attend arbitration hearings, but will not be paid by the employer.

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

5.05 The trade union may designate two (2) employees in the bargaining unit who have completed one (1) year of service in the Visa Centre as safety representatives to the Committee for the Visa Centre. ^{66/4}

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

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ARTICLE 6 - TRADE UNION DEDUCTIONS

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

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

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

6.04 The trade union, by the properly authorised trade union representative, shall advise the employer in writing of the present amount of monthly trade union dues. In the event that the amount of the monthly trade union dues is changed during the existence of this agreement, the trade union must advise the employer in writing by the properly authorised trade **union representative**. The new deduction of such monies or the equivalent will take effect upon

ARTICLE 6 - TRADE UNION DEDUCTIONS "continued"

the commencement of the first pay period following thirty (30) calendar days after receipt by the employer of such notice.

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

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

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

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ARTICLE 7 - MANAGEMENT RIGHTS

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

8.02 Any employee having a grievance must inform the first level of supervision to whom the employee directly reports. The supervisor will then contact the appropriate steward and a meeting will be held within three **(3)** working days. Following this meeting, the supervisor will reply within two **(2)** working days. Such grievances must be discussed with the supervisor within ten **(10)** working days after the circumstances that gave rise to the grievance first occurred. If the **grievor** is not satisfied with the oral reply of the supervisor, a written grievance may be filed.

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

8.03 Step 1

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

Step 2

The grievance may **be** referred to Step 2 by submitting it to the Centre Manager, Visa Centre, or designate, on the form referred to in Step 1. This must be done within five (5) working days following the receipt of the Step 1 answer, and is to include an explanation as to why the employer's response at Step 1 is not satisfactory. The Centre Manager or designate will convene a meeting with the **grievor** and the steward for the **grievor's** area and one (1) representative of the bargaining committee within five (5) working days of the grievance being referred to Step 2. The trade union representative may also attend this meeting. The Employer **must** deliver its decision in writing within ten (10) working days of the date of the Step 2 meeting.

8.04 In the interests of timely resolution of problems and concerns any differences arising between the employer and the trade union concerning the interpretation, application, administration or alleged violation of this collective agreement should first be verbally reviewed with the Centre Manager, Toronto Visa Centre or the local trade union Chairperson, or either party's designate, prior to originating a grievance at Step 2 **by** either party on the form referred to in Step 1 above. This must be done within five

ARTICLE 8 - GRIEVANCE PROCEDURE - "continued"

(5) working days after the circumstances giving rise to the grievance first occurred. The grievance is to be submitted in writing and will state the nature of the grievance, the date upon which the grievance was prepared, the date the events or circumstances leading to the grievance were alleged to have first occurred, the article or articles and section of the agreement alleged to have been violated, the remedy sought, and be signed by a **recognized** representative of the **grievor**. A meeting shall be held between the Centre Manager or designate and the trade union representatives within five (5) working days of receipt of the grievance.

The grievance shall be answered in writing by the employer or the trade union, as the case may be, within fifteen (15) working days following the meeting. Failing receipt of an answer satisfactory to the employer or the trade union, as the case may be, the grievance may be submitted to arbitration as in Article **8.08 below**. It is understood that a grievance dealt with under this paragraph shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

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

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

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

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

8.08 Failing settlement under the grievance procedure of any grievance concerning the interpretation, application, administration or alleged violation of this agreement, it may be

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

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

8.09 Grievances will **be** presented, referred to **the** next steps, and replied to in writing. The grievance or the reply will be delivered by hand, if possible, and will be deemed to **be** presented and received on the date so delivered. Where it is necessary to deliver the grievance or the response by **mail**, registered mail will be used, and it will be deemed to be presented on the date it is registered and deemed to be received on the date it is delivered to the **grievor's** or the respondent's address of record. In the event of disruption of normal mail service, at the request of the chairperson, a grievance response will be couriered to an employee's home address. Such courier costs will be shared between the employer and the trade union.

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

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

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

ARTICLE 9 ARBITRATION BOARD

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

Gail Brent

Prof. Earl Palmer

Prof. Gregory **Brandt**

Jane **Devlin**

Prof. **Graeme McKechnie**

Ian Springate

Robert **D. Joyce**

Ross **L. Kennedy**

Maureen **Saltman**

Prof. Bruce Welling

ARTICLE 9 - ARBITRATION BOARD "continued"

Selection of the Chairperson will take place on a rotational basis beginning with the first name at the top of the list. If that Chairperson is not available within ninety (90) days, the next name on the list will be contacted. This sequence will continue until the first person on the list who is available within ninety (90) days is appointed as the Chairperson of the Arbitration Board.

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

If none of the ten (10) proposed Chairpersons from the above list are available to hear the case within the ninety (90) day period, either party may request the federal Minister of Labour to appoint an impartial Chairperson within ninety (90) days and the Minister shall be deemed to be **authorized** hereby to make the appointment. These time limits may be extended by mutual written agreement of the employer and the trade union. If all three (3) members of the Arbitration Board have not been appointed or if **application** to the federal Minister of Labour has not been made within forty-five (45) days of the date of request that a matter be

ARTICLE 9 - ARBITRATION BOARD "continued"

submitted to arbitration, the grievance shall be deemed to have been withdrawn.

9.01 b) By mutual agreement, the parties may agree to proceed to arbitration of a particular grievance by the procedure of exchanging lists of three (3) proposed single arbitrators. In the event that a name is proposed common to both lists, such person shall be invited to serve as arbitrator of the grievance. When no name is common to both lists, the party requesting that the matter be submitted to arbitration may, within ten (10) working days after the lists have been exchanged, request the federal Minister of Labour to appoint an impartial arbitrator and the requesting party shall provide the other party with a copy of the request.

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

9.03 The following provisions shall govern Arbitration Boards:

- a) in any arbitration, the written record of the grievance shall be presented to the Arbitration Board and the award of the Board shall be confined to determining the issues therein set out;

ARTICLE 9 - ARBITRATION BOARD "continued"

- b) no matter shall be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure;
- c) the Arbitration Board shall not be authorised to make **any** decision inconsistent with the provisions of this collective agreement nor to modify, alter, add to, subtract from or amend any part of this collective agreement;
- d) the written findings of the majority of the Arbitration Board as to the interpretation, application, administration or alleged violation of this collective agreement, will be final and binding upon the parties concerned; in the event that a grievance is referred to an Arbitration Board on which it has **no** power to rule, the case shall be dismissed without decision or recommendation on its merits;
- e) arbitrations shall be heard in Toronto unless another location is determined for a particular hearing by written agreement of the employer and the trade union.

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

ARTICLE 10 - DISCIPLINE AND DISCHARGE

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

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

- a) misappropriation of funds, or any other fraudulent or dishonest action;
- b) being under the influence of alcohol, or unprescribed drugs on the employer's premises;
- c) gross insubordination;
- d) theft, deliberate destruction, or sabotage of property or equipment;
- e) falsification of employment application;
- f) disclosure of confidential information **regarding** the affairs of the employer **and/or** its clients except as required in the normal course of duties;
- g) continued sub-standard performance after a written reprimand;
- h) engaging in a trade or business whose interests may appear to or do conflict with the interests of the employer, without first approaching the employer and securing permission;

ARTICLE 10 - DISCIPLINE AND DISCHARGE "continued"

- i) personal financial involvement with a customer except:
 - 1) normal credit transactions with merchants for the purchase of goods and services;
 - 2) debtor/creditor relationships with a family member;
- j) conviction of a criminal offence under the Criminal Code reasonably related to the employee's duties;
- k) violation of the published security regulations of Canadian Imperial Bank of Commerce.

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

- a) confirming the employee's dismissal;
or
- b) reinstating the employee with or without compensation for the time lost: or

ARTICLE 10 - DISCIPLINE AND DISCHARGE "continued"

- c) any other arrangement mutually agreed to between the parties; or
- d) by any other arrangement decided by a Board of Arbitration.

10.04 Discipline shall be defined as including written warnings and suspension. If an employee is to be summoned to an investigative meeting which could lead to discipline, or to a meeting for the purpose of discipline, the employee shall be so advised. The area steward will also be advised for the purpose of attending the meeting. If the steward or alternate steward is unavailable for the meeting the chairperson or a committee member will attend. The unavailability of stewards or committee persons shall not stop the meeting or affect the quality of discipline meted out. The employer shall provide the employee and steward with a copy of any written discipline.

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

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ARTICLE 11 - SENIORITY

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

11.02 Seniority for employees not scheduled to work 37 1/2 hours per week will be calculated by equating days worked with full time years of employment using 235 days worked as equal to one (1) calendar year.

11.03 If a part-time employee becomes a full-time employee in the bargaining unit, the employee's part-time seniority shall be translated into full-time seniority. The employee will be given written notification of his/her seniority status at the time of the change.

11.04 If a **full-time** employee **becomes** a part-time employee in the bargaining unit, the employee's full-time seniority will be transferred into part-time **seniority**. The employee will be given written notification of his/her seniority status at the time of the change.

ARTICLE 11 - SENIORITY "continued"

11.05 If two or more employees have the same seniority date then seniority ranking amongst those employees shall be determined by the last three (3) digits of their social insurance numbers. The higher number will carry the greater seniority.

11.06 Each person who is newly hired into a ^{8/2063} position within the bargaining unit, shall be on probation for sixty-three (63) days worked, during which time the probationer shall not have seniority and may be terminated for any cause or on any basis which the employer may determine. Any such termination may be questioned by the probationer with the assistance of a steward if the employee so requests, but shall not be disputed through the complaint or grievance and arbitration procedure.

11.07 a) The employer will provide the trade union chairperson with a copy of the seniority list twice a year as follows:

- i) One (1) month following the effective date of this collective agreement;
- ii) Six (6) months after the date in (i) above.

"continued" - SENIORITY

b) Copies of these seniority lists may be posted on the trade union bulletin boards. The employees and trade union shall have thirty (30) days after the delivery of the seniority list to the chairperson to challenge its accuracy and such corrections as are appropriate shall be made. After the thirty (30) days, the list shall be binding on all the parties, with only additions to deletions from or typographical errors on these lists may be challenged under this clause.

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

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

ARTICLE 12 - LOSS OF SENIORITY

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

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

ARTICLE 13 - LAY-OFFS AND RECALLS

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13.01 Where the employer decides to discontinue a position, a minimum of three (3) weeks notice shall be provided. Employees within the classification affected shall be laid off in order of seniority commencing with the most junior employee. An employee laid off from one classification may be moved to a vacant position at the same pay level provided he/she has the ability to perform the job. Alternatively, the employee will displace the most junior employee whose job he/she has the ability to perform in the same pay level, provided he/she has more seniority than this employee. If the employee does not have the seniority to displace the most junior employee whose **job** he/she has the **ability to** perform in the same pay level, the employee may be moved to a vacant position at the immediately lower pay level provided he/she has the ability to perform the **job**. Alternatively, the employee will displace the most junior employee whose job he/she has the ability to perform in the immediately lower pay level, provided he/she has more seniority than this employee. If the employee does not have the seniority to displace the most **junior** employee whose job he/she has the ability to perform in the immediately lower pay level, the process will apply to successively lower pay levels. If, in accordance with this process, the employee is not moved to a vacant position or does not displace another employee, the employee shall be laid off from the bargaining unit.

ARTICLE 12 - LAY-OFFS AND RECALLS "continued"

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

13.02 If the employer decides to **re-institute** a position, it shall recall the employee with the most seniority and ability on lay-off first. No new employees will be hired prior to laid off employees being recalled to Visa Centre. 27/D

13.03 When an employee other than a probationary employee has been laid off, that employee shall be entitled to recall as set out above for a period of one (1) year or a time equal to the employee's seniority prior to lay-off whichever is the lesser. 29/12

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

ARTICLE 14 - PROMOTIONS

27/a

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

27/f

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

14.03 If there is no successful applicant for the above permanent vacancies and/or new positions within the bargaining unit, the employer may choose to place another person from inside or outside the bargaining unit into the position. The employer will inform the union chairperson within ten (10) working days of the name of the person being placed in the position.

14.04 A notice shall be posted advising the name of the successful applicant for a position posted in accordance with Article 14 within ten (10) working days of such a position being awarded.

ARTICLE 14 - PROMOTIONS "continued"

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

14.06 In order that the employer may consider all employees who are interested in training or relief work, employees interested in relief work on positions other than their own may advise the Human Resources Department of such interest in writing. This advice may be given once during the term of this collective agreement and will specify no more than three (3) positions of interest.

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

34 ARTICLE 15 - REGULAR HOURS OF WORK AND OVERTIME
15.01

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

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

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

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

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

ARTICLE 15 - REGULAR ~~HOURS~~ OF WORK AND OVERTIME "continued" 370/0

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

If the employer wishes to change the regular work week of one or more full-time employees within a classification who are working a **monday to friday** work-week to include Saturday and/or Sunday, the employer will first ask for volunteers. If this does not result in sufficient number(s), the employer will assign the remaining required employees in order of reverse seniority. Such employees will be entitled to choose their regular day(s) off on the basis of seniority, except that the employer shall have the sole right to designate how many employees can have any one day Off.

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

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ARTICLE 16 - OVERTIME ASSIGNMENTS

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

- a) Where security or personal knowledge requires that a specific employee perform overtime work, such employee must work the overtime assigned;
- b) Where the procedure in (a) above does not apply, the overtime work will be assigned to available employees who:
 - i) are at work;
 - ii) are within the department normally responsible for performing the work;
 - iii) are capable of doing the overtime work in question;
 - iv) have volunteered for such overtime work, and;
 - v) if sufficient employees are available within that department the employer will then assign the overtime work in the order of seniority starting with the most senior employee.

ARTICLE 16 - OVERTIME ASSIGNMENTS "continued"

- c) Where no employee or insufficient **employees** within the department have volunteered for the overtime work, the employer will **assign** the **overtime** work to other volunteers who are at work, and capable of doing the overtime work:

- d) Where sufficient employees are not available for the work required, the employer will assign the overtime work in reverse order of seniority starting with the most junior employee within the classification who is capable of doing the work.

ARTICLE 17 - SHIFT PREMIUMS

17.01 Shift premiums will be paid to employees working the unsociable 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 .65 cents (sixty-five cents) for any hours worked after 5:00 p.m.
- 44/100065 b) Employees who are scheduled to work a shift commencing between 4:00 p.m. and 6:00 a.m. shall be paid an hourly premium of .65 cents (sixty-five cents).
- 40/100070 c) Employees working a shift commencing 12:00 a.m. to 8:30 a.m. assigned by management shall be paid an hourly premium of .70 cents (seventy cents).
- d) Employees assigned by management to work a minimum of two shifts on a rotating basis shall be paid an hourly premium of .75 cents (seventy-five cents). To be considered rotating, the employee must change their shift at least once every two weeks.

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

ARTICLE 18 - TECHNOLOGICAL CHANGE

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

ARTICLE 19 - CLOSURE

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

ARTICLE 20 - VACATIONS WITH PAY

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

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

a) During the first (1st) year of employment and starting work during the following periods:

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

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

- . 'Eleven (11) days; or
- . Fifteen (15) days if the total vacation entitlement is taken during the periods January 1st to April 30th and November 1st to December 31st.

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ARTICLE 20 - VACATIONS WITH PAY - "continued"

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

03 - 04

Fifteen (15) days; or

• Twenty (20) days if the total vacation entitlement is taken during the periods January 1st to April 30th and November 1st to December 31st.

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

• Twenty (20) days.

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

• Twenty-five (25) days.

20.03 Part-Time Employees (Over Twenty (20) Hours Per Week)

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Part-time employees who are regularly scheduled to work twenty (20) hours per week or more shall be entitled to annual vacation leave based on their period of continuous part-time employment at any operation of the CIBC, calculated on the following basis:

17/B

a) During the first (1st) calendar year of part-time continuous employment and starting to work during the following periods:

- . January 1 to March 31 . 2 work weeks
- . April 1 to September 30 . 1 work week

ARTICLE 20A T I O N S WITH PAY - "continued"

- b) During the second (2nd) and third (3rd) calendar years of part-time continuous employment:
 - . Two (2) work weeks; or
 - . Three (3) work weeks if the total vacation entitlement is taken during the periods January 1st to April 30th and November 1st to December 31st.

- c) During the fourth (4th) to ninth (9th) calendar years of part-time employment:
 - . Three (3) work weeks; or
 - . Four (4) work weeks if the total vacation entitlement is taken during the periods January 1st to April 30th and November 1st to December 31st.

- d) During the tenth (10th) to nineteenth (19th) calendar years of part-time employment:
 - . Four (4) work weeks.

- e) During the twentieth (20th) calendar year of part-time employment, and subsequent years of part-time employment:
 - . Five (5) work weeks.

ARTICLE 20 - VACATIONS WITH PAY "continued"

20.04 Vacation times should be selected prior to January 15 each year, confirmed one (1) week thereafter, and any conflicts between employees respecting the scheduling of available time shall be resolved by giving preference to the senior employee. Following this, within five (5) working days, a copy of the schedule, with seniority dates and selections to date, will be posted in the respective departments. Any **vacation** not scheduled by January 15 shall be scheduled thereafter, **on a first** come, first served basis and seniority shall not be considered.

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

Employees who prefer to take vacation time in January or February must request such vacation time between November 1st and November 15th. Conflicts between employees respecting the scheduling of available time shall be resolved by giving preference to the **senior** employees.

ARTICLE 20 - VACATIONS WITH PAY "continued"

20.05 All vacations under the entitlements noted in .02(a) to (e) must be scheduled within the calendar year although a continuous vacation may flow into the commencement of the next calendar year. Notwithstanding the above, an employee whose vacation schedule is altered by the employer must take the vacation upon agreement with the employer within six (6) months of the commencement of the original vacation.

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

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

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

or

- b) 6% of wages earned in the final year of cessation of work if employed six (6) or more consecutive years with the employer.

ARTICLE 20 - VACATIONS WITH PAY "continued"

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

ARTICLE 21 - HOLIDAYS

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

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

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

ARTICLE 21 - HOLIDAYS "continued"

21.03 To qualify for compensation under Articles 21.01 and

21.05, the employee prior to the actual holiday must:

- a) have completed thirty (30) calendar days' service with the employer;
- b) have **worked** the last scheduled working day **before** and the first scheduled working day following the holiday, unless the absence is excused by the employer;
- c) **be on** the active payroll and not on leave of absence, disability leave, **any** other leave, suspension of employment, or lay-off the day on which the holiday is observed;
and
- d) not have agreed to work on the holiday or without cause satisfactory have failed to report for and perform the **work**;
- e) have worked at least fifteen (15) of the preceding thirty (30) calendar days.

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

ARTICLE 21 - HOLIDAYS "continued"

21.04 In the event of any holiday, as defined in Article 21.01 above, occurring at any time during an employee's vacation period, an additional one (1) day holiday with pay will **be** allowed at **some** other time agreed upon between the employee and the employee's immediate supervisor.

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

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

ARTICLE 22 - WAGES

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

22.02 The employer agrees to conduct an annual performance assessment. Annual performance assessments are not subject to the grievance and arbitration process outlined in Articles 8 and 9, except for negative comments or where the "Performance Summary" section in The Employee Achievement Measure form indicates the employee's TEAM performance targets required further contribution to unit goals or corrective action is required (TEAM rating 2 or 1).

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

ARTICLE 22 - WAGES "continued"

For the purposes of determining the levels of those benefits for part-time employees which are based on annual wages, an annual wage will be assumed for each eligible part-time employee by multiplying the hourly rate by the number of scheduled hours per week and by fifty-two (52).

22.04 The employer will provide the trade union chairperson with a list of employees in the bargaining unit showing their current hourly rate of pay and classification, six (6) months following the effective date of the collective agreement and each six (6) months thereafter.

ARTICLE 23 - EARNED BENEFITS

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

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The benefits plan will include: 75/9999999

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

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

ARTICLE 23 - EARNED BENEFITS "continued"

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

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

23.05 The employer will provide a current copy of the "Putting It All Together" benefits booklet to all employees presently in the bargaining unit, a copy to each new employee before the completion of the probationary period, and a copy to the trade union.

ARTICLE 24 - LEAVE OF ABSENCE

24.01 Notice of Absence

Employees are required to attend work regularly. When unable to attend, the employee must contact the immediate supervisor as far in advance as possible of the scheduled starting time giving the reasons the employee is unable to attend work, the date of expected return, if known, and the details as to where the employee can be contacted during the absence. If the employee cannot contact the supervisor another supervisor within the department, or if there is no other supervisor, the appropriate Manager must be contacted by the employee. An employee may be required by the employer to substantiate the reasons for any absence.

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24.02 Leave of Absence Without Pay

The employer, in its sole discretion, may grant a leave of absence without pay for personal emergencies or for important family reasons. Any employee requesting such a leave of absence must provide supervision with at least 48 hours notice, clearly stating the reasons for the request and the proposed duration, except for emergencies where such notice is not possible. If the leave will extend for a period in excess of two (2) working days, the request shall be in writing. No leave under this article may be utilized for vacation purposes.

ARTICLE 24 - LEAVE OF ABSENCE "continued"

24.03 Return to Work

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

ARTICLE 25 - CHILD CARE LEAVE

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

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

25.02 a) Leave for maternity reasons will be **granted** upon application, for a period of up to eighteen (18) weeks plus the period between the date specified in the physician's certificate and the actual date of confinement. The leave **may** commence at any time during the **eleven (11)** weeks prior to the estimated date of confinement and end not later than **eighteen (18)** weeks following the actual date of confinement;

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ARTICLE 25 - CHILD CARE LEAVE "continued"

- b) Leave for the care and custody of a newborn child will, upon application, be granted for a period of up to twenty-four (24) weeks on the expiration of any leave taken by a female employee under 25.02(a) above, or on the day the child is born **or** on the day the child comes into the actual care and custody of the employee; 58B/024

- c) Leave for the care and custody of an adopted child will, upon application, be granted for up to twenty-four (24) weeks commencing on the day the child **comes** into actual care and custody of the employee. 61A/024

25.03 The aggregate amount of leave that may **be** taken by two (2) employees under paragraph 25.01(b) **or** 25.01(c) for child care in respect to any single **or** multiple Occurrence of birth or adoption at one time shall **not** exceed twenty-four (24) weeks. If a total of twenty-four (24) weeks is reached, the employee must return to work **since** the **leave is automatically ended.** 63M/3

ARTICLE 25 - CHILD CARE LEAVE "continued"

25.04 An application for child care leave under paragraph 25.01(a) is to be submitted in writing, accompanied by the certificate of a qualified medical practitioner stating the estimated date of confinement. The employee should give the employer at **least two (2)** months notice in writing of the date of commencement of the leave and the length of leave to be taken under 25.01 and 25.02(a) and (b) above. If an employee wishes to change the length of any leave the employee must give the employer at **least four (4)** weeks notice in writing unless there is a valid reason why such notice **cannot** be given. An employee shall lose all seniority and the employee's employment shall be deemed to be terminated forthwith if the employee fails to report to work at the **expiry** of the child care leave of absence unless there is a valid reason acceptable to the employer for such failure in which case the employee must notify her supervisor immediately to explain the reason and to indicate the expected date of return.

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

ARTICLE 25 - CHILD CARE LEAVE "continued"

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

ARTICLE 26 - JURY DUTY

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

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- a) advise the immediate supervisor outside the bargaining unit immediately after being notified of the requirement to attend at court;
- b) provide a copy of the compensation cheque **from** the court to the immediate supervisor outside the bargaining unit as proof of attendance in court;
- c) return to work if released from court during the first four (4) hours **of** the employee's **normally** scheduled working hours.

26.02 The employee will be compensated for each day of absence from work on the basis of the employee's regular base rate of pay for the number of scheduled **normal** hours the employee would otherwise have worked exclusive of overtime and any other form of premium pay and the amount of the compensation over and **above** expenses received from the court will be deducted from the employee's next pay.

ARTICLE 27 - WITNESS FEE

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27.01 An employee required to appear **in** court as a witness on behalf of the crown or the employer will be granted a leave of **absence** without loss of **basic** pay or shift premium for the time required to attend at court provided that the employee must:

- a) advise the immediate supervisor outside the bargaining unit immediately after being notified of the requirement to attend at court;
- b) provide a copy of the subpoena and conduct money to the immediate superior outside the bargaining unit as proof of attendance in court;
- c) return to work, if released from the court during the first four (4) hours of the employee's normally scheduled working hours.

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

ARTICLE 28 - TRADE UNION CONVENTION

6/13

28.01 The employer will grant leave of absence without pay or loss of seniority to up to five (5) employees at any one time, who have all completed one (1) year of service in the Visa Centre for the purpose of serving as a delegate of the trade union at a trade union convention or trade union seminar provided the employer is given four (4) weeks advance notice in writing by the trade union, subject to the following conditions:

- a) not more than two (2) employees shall be entitled to be absent for this purpose from any one department at any one time;
- b) the accumulated total of such absences granted from the date of this agreement to its next anniversary date will not exceed fifty (50) working days;
- c) the granting of the leave will not jeopardise the efficiency of the department in question as determined by the employer.

ARTICLE 29 - BEREAVEMENT LEAVE

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

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

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

ARTICLE BEREAVEMENT LEAVE **"continued"**

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

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

ARTICLE 30 - SAFETY

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

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30.02 There shall be a Visa Centre Safety Committee composed of equal representation by the trade union and the employer not to exceed a total of two (2) per party. Appointments to the Safety Committee by the trade union shall be in accordance with 5.05 of the Union Representation article.

ARTICLE 31 - BULLETIN BOARDS

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

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

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

ARTICLE 31 - BULLETIN BOARDS

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

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ARTICLE 32 - CONTRACTING OUT

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

ARTICLE 34 - COPY OF COLLECTIVE AGREEMENT

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



ARTICLE 35 - DURATION OF AGREEMENT

35.01 This collective agreement shall become effective on March 1, 1995 and shall remain in full force and effective until 11:59 p.m. on February 28, 1997.

35.02 Either party may notify the other, in writing, within ninety (90) calendar days prior to the expiration date, that it desires to negotiate amendments to the collective agreement or to terminate it. In the event **that** no notice has been given as required above the **agreement** shall continue in full force and effect until twelve (12) months thereafter.

35.03 If, pursuant to such negotiations, an agreement is not reached prior to the current **expiry** date, this agreement shall remain **in** full force and effect until the date on which a new agreement is made effective between the parties or **until** the date on which either of the parties may lawfully alter the terms or conditions of employment in accordance with the Canada Labour Code, whichever date shall first occur.

ARTICLE 35 - DURATION OF AGREEMENT "continued"

signed by the parties heretc an this 20th day of June, 1995.

IN BEHALF OF THE EMPLOYER

_____)
 _____)
 _____)
 _____)
 D.K. Howard _____)

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

_____)
 _____)
 _____)
 _____)
 _____)
 _____)
 _____)

SCHEDULE "A"

<u>PAY LEVEL</u>	<u>CLASSIFICATION</u>
LEVEL 1	Utility Clerk - Level 1 Retrieval Clerk Mail Clerk Document Clerk Clerk Typist - Level 1 Messenger/Mail Sorter scanner/sorter support Clerk Kit Clerk Index Clerk Fiche Clerk
LEVEL 2	Data Entry Clerk Credit Clerk Utility Clerk - Level 2 Merchant Liaison Officer - Level 2 Senior Tracing Clerk ~ Retrievals Senior Data Entry Clerk Merchant Liaison Clerk Card Production Embosser Card Production Officer clerk Typist - Level 2 Air Canada Clerk Administrative Assistant Interchange Reconciliation Officer - Level 2 Assistant-Supervisor/Mail Room Purchasing, & Accounts Payable Clerk special Deposit clerk Control Clerk Senior Clerk - Special Payments Authorisation & Lost Card Representative Chargeback Officer Collection Clerk cash Book Clerk On-Line Rejects Clerk DMAR Clerk Fraud Reporting Officer Premier Service Accounts Clerk Branch Clearing Control Clerk correspondence Service Clerk Account Transfer Clerk Fraud Investigations Support Officer Retrieval Liaison Officer

SCHEDULE "A" continued

<u>PAY LEVEL</u>	<u>CLASSIFICATION</u>
LEVEL 3	Assistant Merchant Service Officer Senior Card Production Officer Credit Approver Senior Accounting Officer Reinstatement Officer Merchant Liaison Officer (MOS)* Merchant Service Clerk (MOS)* POS Terminal Clerk Customer Service Representative Correspondence Officer Senior Interchange Chargeback Control Officer Returned Cheques Clerk Utility Clerk - Level 3 POS Support Officer Merchant Support Officer Assistant Authorization & Lost Card Supervisor Interchange Reconciliation Officer - Level 3 Merchant Fraud Analyst Receptionist/Customer Service Representative POS Inventory Officer Missing Payment Officer POS Billing Officer Premier Service Representative Commercial Products Officer Fraud Investigations Officer Purchasing Card Officer Chain Officer Independent Officer Branch Liaison Officer Credit Service Specialist POS Control Officer
LEVEL 4	Senior Approver Senior Customer Service Representative Senior Customer Support officer Senior Correspondence Officer Senior POS Help Desk Support Analyst Systems Operator Senior Accounting Control Officer Senior Fraud Investigations Officer Senior Merchant Acquiring Support Officer Customer Relations Analyst

SCHEDULE "A" - (PART-TIME) "continued"

<u>PAY LEVEL</u>	<u>CLASSIFICATION</u>
LEVEL 1	Utility Clerk - Level 1 support Clerk (POS) Mail Sorter
LEVEL 2	Data Entry clerk Interchange Clerk Utility Clerk - Level 2 Authorization & Lost Card Representative
LEVEL 3	POS Terminal Clerk Customer Service Representative POS Support Officer Assistant Authorization & Lost Card Supervisor Point of Sale Billing Officer Fraud Investigations Officer
LEVEL 4	customer Relations Analyst

SCHEDULE "B"

HOURLY WAGE RATES

<u>PAY LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
Level 1	8.46	11.28	14.10
Level 2	10.10	13.44	16.82
Level 3	12.00	16.00	20.00
Level 4	14.26	19.03	23.79

Effective March 1, 1994

6/25/14

LETTER OF AGREEMENT

RE: LEAVE OF ABSENCE FOR POLITICAL CANDIDACY

Dear

LEAVES

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

Yours truly,

LETTER OF AGREEMENT

RE: TUITION FEES AND BOOK REFUNDS

258/1

Dear

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

Yours truly,

67/c

LETTER OF AGREEMENT

RE: VIDEO DISPLAY TERMINALS

Dear

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

Yours truly,

LETTER OF AGREEMENT

RE: AGENCY PERSONNEL

Dear

The parties agree that the employer may continue to use up to thirty (30) agency personnel without restriction and without any application of the collective agreement.

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

Yours truly,

LETTER OF AGREEMENT

RE: VACATIONS

Dear

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

<u>NAME</u>	<u>ADDITIONAL YEARS</u>
Elizabeth Slatter	3
Susan Borgonia	10
Tina Cianflone	3
Tonette Domingo	4
Nirmal Paul	1
Betty Sherman	a
Ingrid Sherwood	1
Robert Simon	10
Lucy Martin	15
Lillian DiPerri	1
Jocelyn Ferrer	2
Katherine Tabaka	

Yours truly,

LETTER OF UNDERSTANDING

RN: PART-TIME VACATIONS

Dear

This letter is to confirm ~~OUR~~ agreement during negotiations regarding part-time vacation for employees who work less than twenty (20) hours per week.

These employees will be treated in accordance with the vacation policy for other part-time employees (CIBC) who work less than twenty (20) hours per week within Metropolitan Toronto and that was in effect as at the effective date of this collective agreement.

Yours truly,

LETTER OF AGREEMENT

706/999

RE: BENEFITS

Dear

This letter confirm that any improvements in vacation entitlement or any introduction of vision care benefits that are generally applicable to other **CIBC** employees not represented by a trade union within Metropolitan Toronto during the currency of this collective agreement will be applied to the eligible employees covered by this agreement simultaneously in the same manner.

Yours truly,

LETTER OF AGREEMENT

RE: HUMANITY FUND

Dear

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

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

Yours truly,

14/1

LETTER OF AGREEMENT

RE: HARASSMENT

Dear

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

The union retains the right to represent bargaining unit employees in a harassment investigation under Article 10.04 - DISCIPLINE AND DISCHARGE.

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

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

Definition:

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

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

LETTER OF AGREEMENT "continued"

RE: HARASSMENT

2. Sexual harassment, or deliberate and/or repeated verbal comments of a sexual nature that are unwelcome to the recipient, or physical contact. Various behaviours that can be interpreted as sexual harassment include: sexually suggestive gestures, sexist **jokes** that embarrass, **repeated** offensive flirtations, advances or propositions, leering, the display of sexually offensive material, derogatory or degrading remarks directed towards members **of** one sex or one sexual preference group.

Yours truly,

LETTER OF AGREEMENT

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

Dear

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

- 15.01 The regular work week for full-time employees will be thirty-seven and one-half (37 1/2) hours per week comprised of five (5) work days scheduled for no more than eight (8) hours per day. A regular work week containing one (1) or more eight (8) hour shifts shall be by mutual agreement between the employee and his/her supervisor. should either party want to change the employee's regular work week back to five (5) work days scheduled for seven and a half (7 1/2) hours per day, a minimum of three (3) weeks notice in writing shall be provided by either the supervisor or the employee.
- 15.02 Employees working a minimum of seven (7) hours a day are entitled to two (2) rest periods of fifteen (15) minutes each, paid at the employee's regular hourly rate.
- 15.03 Authorized time worked by an employee in excess of eight (8) hours per day or in excess of thirty seven and a half (37 1/2) hours per week will be paid at a rate of one and a half (1 1/2) times the employee's basic hourly rate.
- 15.05 Employees who have worked nine and a half (9 1/2) hours or more in a day will be entitled to a meal allowance. The meal allowance will be nine (\$9.00) dollars.
- 16.01 For the purposes of this article 16 only, overtime shall be defined as all hours worked in excess of the employee's regularly scheduled hours for that day.

(Remainder of article to remain the same)

Yours truly,

LETTER OF AGREEMENT

RE: SUMMER STUDENTS AND TERM WORKERS

Summer Students and Term Workers will be employed under the following terms and conditions:

1. Term Workers shall **only** be **employed** on a temporary basis to **assist** in tasks such as bridging-a hiring gap-, **reducing** WORK backlogs, **temporary** increases in business volumes and the **introduction** of new products and services (example: FORD Visa) ;
2. Summer Students shall only be employed for the period April 15 to September 15 inclusive in any calendar year;
3. A Term work assignment shall not exceed four (4) calendar months unless mutually agreed upon between the Employer and the Trade Union;
4. The employer shall not be permitted to hire Summer Students or Term Workers if any employee is on a recall list under Article 13, Lay-Offs and Recalls;
5. Summer Students shall be administered as temporary employees as per Article 2.02 of the Collective Agreement;
6. Term Workers are required to pay Union Dues in accordance with Article 6, Trade Union Deductions, but are only covered by Articles 6, 15, 16, 17, 22 and Schedules "A" and "B" of the Collective Agreement;
7. Term Workers and Summer Students will not accumulate seniority in accordance with Article 11, Seniority, nor be subject to Article 13, Lay-Offs and Recalls;

LETTER OF AGREEMENT "continued"

RE: SUMMER STUDENTS AND TERM WORKERS

8. In the event Management hires a Term Worker or Summer Student to fill a vacancy within the Bargaining Unit, the Term Worker or Summer Student shall be required to complete a probationary period in accordance with Article 11.06 of the Collective Agreement. Following successful completion of the probationary period, seniority will be calculated to include the time worked during the temporary assignment, provided there has been no break in service;
9. Term Workers or Summer Students shall not be paid less than the minimum rate of pay for the pay level and job to which they are assigned in accordance with Schedule "B" of the Collective Agreement.

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

MANAGEMENT

UNION

LETTER OF AGREEMENT

5/8

TEAMS INCENTIVE AWARD PROGRAM

Management will implement under the same terms and conditions and at the same time as the rest of the Bank an annual incentive award program called **TEAMS** retroactive to November 1, 1993.

Management reserves the unconditional right to eliminate, reduce, or amend the TEAMS program at any time.

All matters regarding the interpretation, application and eligibility under the TEAR Program and TEAMS Incentive Award payments under the **TEAMS** program, shall be determined solely by the employer and not **subject to the** grievance and arbitration procedure outlined in Articles 8 and 9 of the Collective Agreement.

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

FOR MANAGEMENT

FOR THE UNION

LETTER OF AGREEMENT

IN-LEVEL ADJUSTMENTS

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

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

MANAGEMENT

UNION

GRIEVANCE FORM

Department: _____

Date Filed: _____

Employee's Name: _____

Classification: _____

Steward Involved: _____

Supervisor's Name: _____ Title: _____

Date of Alleged Violation: _____

Details of Grievance: _____

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

Remedy Sought: _____

Signed: _____
(Grievor)

(Steward)

STEP

Employer's Answer: _____

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

STEP 2:

Explanation As to Why Step 1 Response Not Satisfactory:

Date: _____ Signed: _____
(Steward)

STEP

Employer's Answer: _____

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