

**Collective Agreement**

**Dated: 1 March 1997**

**Ending: 28 February 1998**

**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,

ARTICLE 1 - TRADE UNION RECOGNITION"Continued"

Approving, Data Entry and **Authorization** - Days, Data Entry and **Authorization** - 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.

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**DEFINITION OF EMPLOYEES "continued"**

**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

**DEFINITION OF EMPLOYEES "continued"**

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.

**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.

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

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ARTICLE 3 - NO DISCRIMINATION "Continued"

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 - NO STRIKES OR LOCK-OUTS**

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

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

**ARTICLE 5 - UNION REPRESENTATION**

5.01 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
- Authorizations**
- Call Centre
- Card Production
- Client Services
- Commercial Products
- Credit Service
- Credit Support
- Fraud Investigation
- Mail Room

ARTICLE 5 - UNION REPRESENTATION "continued"

Merchant Help Desk  
Merchant Operations  
Merchant Support  
**POS** Programming  
Purchasing Card  
Retrievals

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:

ARTICLE 5 • UNION REPRESENTATION  
"continued"

1. Merchant Support, Accounting and Retrievals;
2. Credit Service, Credit Support;
3. Call Centre (two stewards in total);
4. **Authorizations**, Commercial Products, Purchasing Card and Mail Room;
5. Fraud Investigations, Card Production;
6. Client Services (two stewards in total);
7. Merchant Operations, Merchant Help Desk, **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 **recognize** 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



**ARTICLE 5 - UNION REPRESENTATION****"continued"**

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

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All meetings with the employer shall be scheduled during normal working hours and the

**ARTICLE 5 - UNION REPRESENTATION**  
**"continued"**

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) <sup>66/4</sup> 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.

**ARTICLE 5 - UNION REPRESENTATION**  
**"continued"**

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.

ARTICLE 6 - TRADE UNION DEDUCTIONS

**6.01** Each employee presently in the bargaining unit, and all new employees, shall have deducted from their wages an amount equivalent to the regular trade union dues, prorated in each pay period of each month.  $2/1 - 1/5$

**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.

ARTICLE 6 - TRADE UNION DEDUCTIONS"continued"

**6.04** The trade union, by the properly **authorized** trade union representative, shall advise the employer in writing of the present amount of monthly trade union dues. In the event that the amount of the monthly trade union dues is changed during the existence of this agreement, the trade union must advise the employer in **writing** by the properly **authorized** trade union representative. The new deduction of such monies or the equivalent will take effect upon the commencement of the first pay period following thirty (30) calendar days after receipt by the employer of such notice.

**ARTICLE 6 - TRADE UNION DEDUCTIONS****"continued"**

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 **authorized** by the union and employer prior to any absence for trade union business. 634/3

**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



**ARTICLE 8 -GRIEVANCE PROCEDURE "Continued"**

**grievor** is not satisfied with the oral reply of the supervisor, a **written** grievance may be filed.

**8.03 Step**

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

**ARTICLE 8 - GRIEVANCE PROCEDURE "continued"**

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.

**Step**

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

**ARTICLE 8-GRIEVANCE PROCEDURE -"Continued"**

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

ARTICLE 8 - GRIEVANCE PROCEDURE -  
"continued"

at Step 2 by either party on the form referred to in Step 1 above. This must be done within five (5) working days after the circumstances giving rise to the grievance first occurred. The grievance is to be submitted in writing and will state the nature of the grievance, the date upon which the grievance was prepared, the date the events or circumstances leading to the grievance were alleged to have first occurred, the article or articles and section 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

**ARTICLE 8 - GRIEVANCE PROCEDURE "continued"**

the employer or the trade union, as the case may be, within fifteen (15) working days following the meeting. Failing receipt of an answer satisfactory to the employer or the trade union, as the case may be, the *grievance* may be submitted to **arbitration** as in Article 8.08 below. It is understood that a grievance dealt with under this paragraph shall not include any matter upon which an employee would be personally entitled to grieve and the regular grievance procedure for personal grievance shall not be by-passed except where the trade union establishes that the employee has not grieved *an* unreasonable standard that is patently in violation of this agreement and that adversely affects the rights of persons in the bargaining unit.

ARTICLE 8 -GRIEVANCE PROCEDURE "continued"

**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

ARTICLE 8 - GRIEVANCE PROCEDURE "continued"

grievance. In addition, any compensation of wages lost will be less any monies earned elsewhere or received from unemployment insurance.

**8.08** Failing settlement under the grievance procedure of any grievance concerning the interpretation, application, administration or alleged violation of this agreement, it may be submitted to arbitration if a written request for arbitration is received within fifteen **(15)** working days after the decision in Step 2 is given. If no request for arbitration is received by the employer or trade union, as the **case may** be, the grievance shall be deemed to have been **settled** and not eligible for arbitration.



ARTICLE 8 -GRIEVANCE PROCEDURE "continued"

**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:

**ARTICLE 9 -ARBITRATION BOARD “continued”**

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

**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

**ARTICLE 9 -ARBITRATION BOARD "continued"**

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 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

**ARTICLE 9 - ARBITRATION BOARD "continued"**

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

**ARTICLE 9 -ARBITRATION BOARD "continued"**

issues therein set out:

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



**ARTICLE 9 - ARBITRATION BOARD "continued"**

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:

ARTICLE 10. LINE AND DISCHARGE  
"continued"

- g) continued sub-standard performance after a written reprimand;
- h) engaging in a trade or business whose interests may appear to or do conflict with the interests of the employer, without first approaching the employer and securing permission;
- i) personal financial involvement with a customer except:
  - 1) normal credit transactions with merchants for the purchase of goods and services;
  - 2) debtor/creditor relationships with a family member;
- j) conviction of a criminal offence under the Criminal Code reasonably related to the employee's duties;
- k) violation of the published security regulations of Canadian Imperial Bank of Commerce.

**ARTICLE 10 - DISCIPLINE AND DISCHARGE**  
**"continued"**

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.

**ARTICLE 10 - DISCIPLINE AND DISCHARGE**

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. 9/1

ARTICLE 11 - SENIORITY

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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

**ARTICLE 11 • SENIORITY “continued”**

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.

11.05 Effective March 1, 1997, if two or more newly hired employees have **the same seniority** date then seniority ranking amongst those employees shall be determined by the last three (3) digits of their CIBC Employee Number. The higher number will carry the greater seniority.

11.06 Each person who is newly hired into a position within the bargaining unit, shall be on probation for sixty-three (63) days worked, during which time the probationer shall not have seniority and may be terminated for any cause or on any basis which the

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**ARTICLE 11 - SENIORITY "continued"**

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.

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

**ARTICLE 11- SENIORITY "continued"**

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

**ARTICLE 11 - SENIORITY "continued"**

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;

**ARTICLE 12 - LOSS OF SENIORITY**

- 9** if an employee refused to continue to work or to return to work in violation of the no strikes and lock-outs article;
- 9)** if an employee retires or has retired according to a pension plan of the Canadian Imperial Bank of Commerce.

ARTICLE 13 - LAY-OFFS AND RECALLS

13.01 **Where** the employer decides to discontinue a <sup>28/015</sup> 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 <sup>27/c</sup> 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 <sup>27/E</sup> 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

**ARTICLE 13-LAY-OFFS AND RECALLS "Continued"**

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 13-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 <sup>27/D</sup> 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.

13.03 When an employee other than a probationary employee has been laid off, that employee shall be <sup>29/12</sup> 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.



**ARTICLE 13-LAY-OFFS AND RECALLS "Continued"**

**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**

**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. <sup>27/A</sup>

**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. <sup>27/F</sup>

**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

**ARTICLE 14 - PROMOTIONS "continued"**

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.

**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

**ARTICLE 14 - PROMOTIONS "continued"**

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).

**ARTICLE 15 - REGULAR HOURS OF WORK AND OVERTIME**

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**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

**ARTICLE 15 - REGULAR HOURS OF WORK AND****OVERTIME "continued"**

of fifteen (15) minutes to be scheduled by the supervisor.

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

**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 →

ARTICLE 15 - REGULAR HOURS OF WORK ANDOVERTIME "continued"37D  
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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 overtime of two

**REGULAR HOURS OF WORK AND****OVERTIME "continued"**

(2) hours or more in addition to their regular work day,  
will be entitled to a meal allowance. The meal <sup>39A</sup>  
allowance will be nine dollars (~~\$9.00~~) paid in <sub>090</sub>  
conjunction with their regular **bi-weekly** pay.



**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;

**ARTICLE 16 - OVERTIME ASSIGNMENTS**  
**"continued"**

- 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.
- 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.

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

**ARTICLE 17 - SHIFT PREMIUMS "Continued"**

.65 cents (sixty-five cents) for any hours worked after 5:00 p.m.

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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).

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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 .75 cents (seventy-five 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

**ARTICLE 20 - VACATIONS WITH PAY "Continued"**

- 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 1 st to April 30th and November 1st to December 31st.
- c) During the fourth (4th) to ninth (9th) calendar years of employment:
- fifteen (15) days; or
  - Twenty (20) days if the total vacation entitlement is taken during the periods January 1 st to April 30th and November 1 st to December 31st.
- d) During the tenth (10th) to nineteenth (19th) calendar years of employment:
- Twenty (20) days.
- e) During the twentieth (20th) calendar year and subsequent years of employment:
- Twenty-five (25) days.

ARTICLE 20 -VACATIONS WITH PAY - "continued"20.03 Part-Time Employees (Over Twenty (20) Hours Per Week)

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:

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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

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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



ARTICLE 20 - VACATIONS WITH PAY - "continued"

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:

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- 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.

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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 an employee moves into a **different** department after the employee's vacation has been scheduled, the supervisor within the employee's new

**ARTICLE 20 -VACATIONS WITH PAY - "continued"**

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.

**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

**ARTICLE 20 - VACATIONS WITH PAY "continued"**

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  $\frac{53}{100}$
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Civic holiday (the first Monday in August)

21.02 Employees shall be compensated at their  
respective regular hourly rates for the time which they

**ARTICLE 21 - HOLIDAYS "continued"**

would otherwise have been scheduled to work if the holiday had not occurred, except as indicated in Article 21.06 and subject to qualifying in accordance with 21.03 below.

**21.03** To qualify for compensation under Articles 21.01 and 21.05, the employee prior to the actual holiday must:

- a) have completed thirty (30) calendar days' service with the employer;
- b) have worked the last scheduled working day before and the first scheduled working day following the holiday, unless the absence is excused by the employer;
- c) be on the active payroll and not on leave of absence, disability leave, any other leave, suspension of employment, or lay-off the day on which the holiday is observed;

and

- d) not have agreed to work on the holiday or

**ARTICLE 21 - HOLIDAYS "continued"**

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.

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.

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**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



**ARTICLE 21 - HOLIDAYS "continued"**

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 ( $1\frac{1}{2}$ ) times the regular rate of pay for the time worked on that day.

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

**ARTICLE 22 - WAGES**

**22.01** The basic hourly rates of pay for 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

**ARTICLE 22 -WAGES "continued"**

annual wage will be assumed for each full-time employee and will be calculated by multiplying the hourly rate by seventy-five (75) by **26.07143** based on the biweekly pay formula.

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 on a biweekly basis by **26.07143**.

**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

**ARTICLE 22 - WAGES "continued"**

thereafter.

**ARTICLE 23 - EARNED BENEFITS**

**23.01** The employer will make premium contributions under the **personalized** employee Flexible Benefits Program as outlined in the current "Putting It All Together" booklet. 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.

**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

**ARTICLE 23 - EARNED BENEFITS**

simultaneously in the same manner.

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

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

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.

ARTICLE 24 - LEAVE OF ABSENCE "continued"**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.

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**24.03** Return to Work

An employee who failed to return to work from an **authorized** leave of absence for reasons



ARTICLE 24 - LEAVE OF ABSENCE "continued"

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;

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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.

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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

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**ARTICLE 25 - CHILD CARE LEAVE "continued"**

return to work since the leave is automatically ended.

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

**ARTICLE 25 - CHILD CARE LEAVE "continued"**

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.

**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

**ARTICLE 25 - CHILD CARE LEAVE "continued"**

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

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**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:

- 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.

**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

ARTICLE 26 -JURY DUTY 'Continued'

over and above expenses received from the court will  
be deducted **from** the employee's next pay.



**ARTICLE 27 - WITNESS FEE**63C  
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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.

**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

**ARTICLE 27 -WITNESS FEE**

amount of the conduct money will be deducted from the  
employee's next pay cheque.

ARTICLE 28 -TRADE UNION CONVENTION

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 **servng** 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:

63**b**

- 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-five (55) working days for each 12 months;
- c) the granting of the leave will not **jeopardize** the

ARTICLE 28 - TRADE UNION CONVENTION  
"Continued"

efficiency of the department in question as determined by the employer.

28.02 In addition, the employer agrees to allow one (1) employee of the bargaining unit a trade union leave of absence without pay for up to six (6) calendar months, non-cumulative, to work on union matters not related to **CIBC** and its group of companies.

ARTICLE 29 - BEREAVEMENT LEAVE

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

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- 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.

ARTICLE 29 - BEREAVEMENT LEAVE "Continued"

**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.

**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.

✓ **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 **Authorizations** 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.



**ARTICLE 31 - BULLETIN BOARDS "Continued"**

**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.

**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.

ARTICLE 32 - CONTRACTING OUT


5/1

**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, 1997 and shall remain in full force and effective until 11:59 p.m. on February 28, 1998.

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 **re** main in full force and effect until the date on which a new agreement is made



**SCHEDULE "A"****PAY LEVEL**      **CLASSIFICATION**

## LEVEL 1

Utility Clerk - Level 1  
Retrieval Clerk  
Mail Clerk  
Messenger/Mail Sorter  
Scanner/Sorter  
Support Clerk  
Kit Clerk  
Index Clerk  
Fiche Clerk  
Brochure Mailing Clerk  
Assistant Service Clerk

## LEVEL 2

Data Entry Clerk  
Utility Clerk - Level 2  
Merchant Liaison Officer - Level 2  
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

**SCHEDULE "A"****PAY LEVEL      CLASSIFICATION**

## LEVEL 2

Control Clerk  
Senior Clerk - Special Payments  
**Authorization** Representative  
Chargeback Officer  
Collection Clerk  
Cash Book Clerk  
On-Line Rejects Clerk  
**DMAR** Clerk  
Premier Service Accounts Clerk  
Branch Clearing Control Clerk  
Client Services Clerk  
Account Transfer Clerk  
Fraud Investigations Support Officer  
Retrieval Liaison Officer  
Receptionist/Solutions Support Clerk  
Credit Support Officer  
End of Day Officer

## LEVEL 3

Assistant Merchant Service Officer  
Senior Card Production Officer  
Credit Approver  
Reinstatement Officer  
Merchant Liaison Officer (**MOS**)  
Merchant **Service** Clerk (**MOS**)  
**POS** Terminal Clerk  
Customer Service Representative

SCHEDULE "A" continuedPAY LEVEL      CLASSIFICATION

## LEVEL 3

Sr. Interchange Chargeback Control Officer  
Returned Cheques Clerk  
Utility Clerk - Level 3  
**POS** Support Officer  
Merchant Support **Officer**  
Asst. **Authorization &** Lost Card Supervisor  
Interchange Reconciliation Officer-Level 3  
Merchant Fraud Analyst  
**POS** Inventory **Officer**  
Missing Payment Officer  
**POS** Billing Officer  
Premier Service Representative  
Commercial Products **Officer**  
Fraud **investigations** Officer  
Chain Officer  
Independent Officer  
Branch Liaison Officer  
Credit Service Specialist  
**POS** Control Officer  
Senior Retrieval Officer  
Administrative Assistant - Level 3  
Client Services Liaison **Officer**  
Client Services Officer  
Estate Liaison Officer  
Loss Prevention Officer



SCHEDULE "A" continued

<u>PAY LEVEL</u>	<u>CLASSIFICATION</u>
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## LEVEL 4

	Senior Approver
	Senior <b>POS</b> Help Desk Support Analyst
	Systems Operator
	Senior Accounting Control Officer
	Senior Fraud Investigations <b>Officer</b>
	<b>Sr.</b> Merchant Acquiring <b>Support</b> Officer
	Customer Relations Analyst
	Senior Liaison <b>Co-ordinator</b>
	Senior Accounting Officer - Level 4
	Senior Merchant Support Officer
	Client Service Analyst
	Senior Merchant Fraud Analyst
	Senior Credit Specialist
	Purchasing Card Service Associate

**SCHEDULE "A" (Part-time)****PAY V E L      CLASSIFICATION****LEVEL 1**

Utility Clerk - Level 1  
Support Clerk (POS)  
Mail Sorter

**LEVEL 2**

Data Entry Clerk  
Interchange Clerk  
Utility Clerk - Level 2  
**Authorization** Representative

**LEVEL 3**

**POS** Terminal Clerk  
Customer Service Representative  
**POS** Support Officer  
Asst. **Authorization &** Lost Card Supervisor  
Point of Sale Billing Officer  
Fraud Investigations Officer  
Credit Service Specialist

**LEVEL 4**

Customer Relations Analyst  
**Sr. POS** Help Desk Support Analyst

50A/1

**SCHEDULE "B"**

**HOURLY WAGE RATES**

<u>PAY LEVEL</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
Level 1	8.60	11.46	14.32
Level 2	10.23	13.65	17.07
Level 3	12.22	16.26	20.30
Level 4	14.52	19.33	24.14

Effective March 1, 1997

17/07/97  
↑

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.

631  
4

Yours truly,

**LETTER OF AGREEMENT**

25B/1

**RE: TUITION FEES AND BOOK REFUNDS**

Dear

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

Yours truly,

LETTER OF AGREEMENT**RE: VIDEO DISPLAY TERMINALS**

Dear

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

b7/c

Yours **truly**,

**LETTER OF AGREEMENT**

**RE: AGENCYPERSONNEL**

Dear

The parties agree that the employer may continue to use up to thirty-five **(35)** 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 AGREEMENTRE: 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 <b>Slatter</b>	3
Susan <b>Borgonia</b>	<b>10</b>
<b>Tina Cianflone</b>	3
<b>Tonette</b> Domingo	4
<b>Nimal</b> Paul	1
Betty Sherman	8
<b>Ingrid</b> Sherwood	1
Robert Simon	<b>10</b>
Lucy Martin	<b>15</b>
Lillian <b>DiPerri</b>	1
<b>Jocelyn</b> Ferrer	2
Katherine <b>Tabaka</b>	1
<b>Wanita Harris-Chaisson</b>	6
<b>Carm Tamburello</b>	3
<b>Shelly</b> Morley	1
Nancy <b>Ging</b>	1
Mary Allegro	4
Jennifer <b>Auguste</b>	3
Teresa <b>Laucis</b>	1

Yours truly,



**LETTER OF UNDERSTANDING**

**RE: 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

**RE: BENEFITS**

Dear

This letter confirms that any improvements in vacation entitlement or the **CIBC** pension plans 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,

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. (4/)

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

**LETTER OF AGREEMENT****RE: HARASSMENT "Continued"**

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

2. Sexual harassment, or deliberate **and/or** repeated 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.

LETTER OF AGREEMENT "Continued"

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

**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,



**LETTER OF AGREEMENT "continued"****RE: SUMMER STUDENTS AND TERM WORKERS**

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: -

**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

SD/B

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 TEAM 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.

FORMANAGEMENT

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF AGREEMENT**

35/F

**RE: COMPRESSED WORK WEEK****ARRANGEMENTS**

Dear

On a mutually agreeable basis, where practicable, the Union and Management will implement a modified work schedule under the terms and conditions **specified** in the Canada Labour Code.

It is understood and agreed that employees working a compressed work week will only be paid overtime for hours worked in excess of seventy-five (75) hours on a **bi-weekly basis** and will be **revenue-neutral** in regards to shift premiums.

Yours truly,

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 1:**

Employer's Answer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Officer Designated by Employer)

**STEP 2:**

Explanation As to Why **Step 1** Response Not Satisfactory:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Steward)

**STEP 2:**

Employer's Answer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Officer Designated by Employer)