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**COLLECTIVE A**

**BETWEEN:**

**THE BOARD OF EDUCATION FOR  
THE CITY OF ETOBICOKE**

**AND**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES**

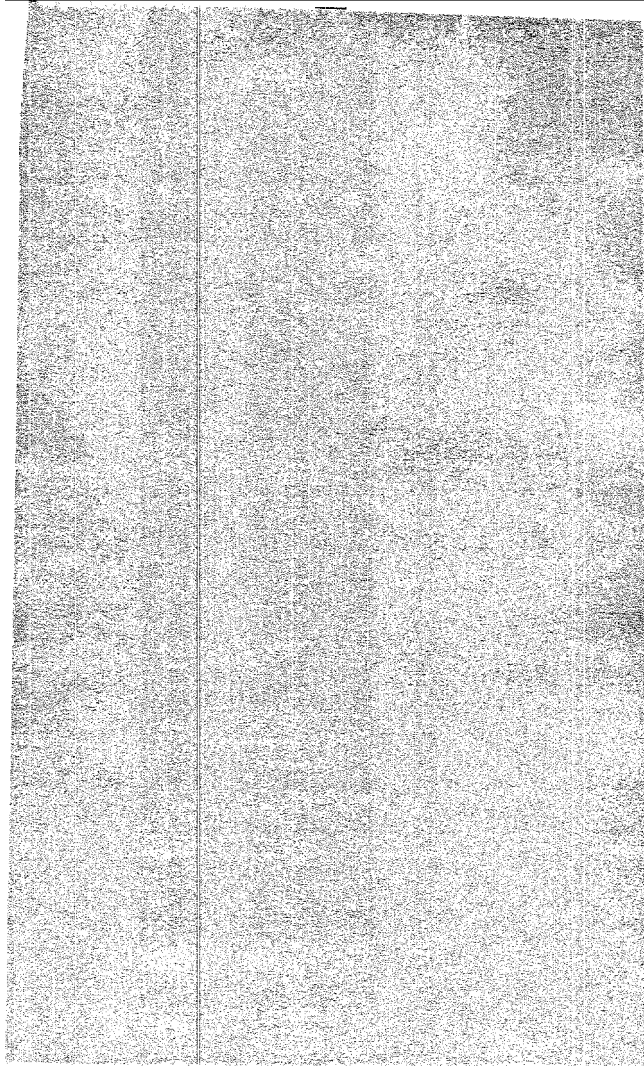
**LOCAL 808**

Contract expires December 31, 1991



**FEB 17 1992**

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**COLLECTIVE AGREEMENT**

BETWEEN:

THE BOARD OF EDUCATION FOR THE CITY  
OF ETOBICOKE  
(hereinafter referred to as "the Board")  
PARTY OF THE FIRST PART;

-- and --

CANADIAN UNION OF PUBLIC  
EMPLOYEES, C.L.C.  
LOCAL UNION NO. 808  
(hereinafter referred to as "the Union")  
PARTY OF THE SECOND PART

## **ARTICLE 1**

### **General Purpose**

The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.

## **ARTICLE 2**

### **Recognition**

In accordance with certificates issued by The Ontario Labour Relations Board on the 26th day of July, 1960, the 29th day of March, 1961, and the 4th day of April, 1963, the Board recognizes the Union as the sole collective bargaining agent for all employees of the Board engaged in caretaking and maintenance of schools, the operation of school buses and the operation of storekeeping, save and except forepersons, persons above the rank of forepersons, office staff, and persons regularly employed for not more than twenty-four (24) hours per week.

The Board shall give to the Union a letter indicating the names and locations of the part-time cleaners and keep them informed of any changes.

## **ARTICLE 3**

### **Relationship**

1. There will be no discrimination, interference, restriction or coercion exercised or practised by the Board or any of its representatives against any employee within the scope of this Agreement because of such employee's membership in, or connection with the Union.

2. There will be no discrimination, interference, restriction or coercion exercised or practised by the Union or any of its representatives against any employee covered under this Agreement.

3. No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of employees who are stewards or other officers of the Union. Similarly, the Board will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

4. There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings related to Union business, without the consent of the Board or except as hereinafter provided.

#### **ARTICLE 4**

##### **Strikes and Lockouts**

1. There will be no strike, stoppage of work, slowdown or other interference with work on the part of employees, nor will there be any lockout on the part of the Board during the term of this Agreement.

2. The terms "strike" and "lockout" shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act, R.S.O., 1960, as amended.

**ARTICLE 5**  
**Reservation of Management Rights**

The management of the Board's operations and the direction of its employees shall continue to be vested exclusively with the Board, and shall among other things, include the right to hire, transfer, promote and demote employees, and to discharge and discipline employees for just cause, subject to the terms of this Agreement. The employer shall exercise its rights in a fair and reasonable manner.

**ARTICLE 6**  
**Union Security and Check-Off** 2-a

1. There shall be deducted each month from the pay of each employee hired on or after May 20th, 1949, an amount equivalent to regular monthly Union dues or assessments provided such assessments are on a uniform basis for the local.
2. Deduction shall commence after the expiration of the probationary period of three (3) months, and shall be made in the last pay period of each month.
3. The amounts deducted shall be forwarded to such official of the Union as may be designated in writing by the Union not later than the fifteenth (15th) day of the month following the month in which the deduction was made.
4. The Union will save the Board harmless from any and all claims which may be made by employees against the Board in respect of any deductions and remittances made pursuant to this Article.

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5. All employees hired on or after October 28th, 1970, will, after completion of the probationary period, and as a condition of employment, become members of the Union and maintain such membership for the duration of this Agreement.

## ARTICLE 7

### Union Committees and Stewards/Stewardesses

1. The Union shall have the right to appoint or otherwise select a committee of not more than four **(4)**employees to represent the Union in meetings with the Board concerning the administration of this Agreement.

2. The Union shall further have the right to appoint or otherwise select a Grievance Committee of not more than four **(4)**employees to represent the Union and/or Grievor(s) at grievance hearings with the Board.

3. The Union shall also have the right to appoint or otherwise select representatives to the Joint Occupational Health and Safety Committee in accordance with the Occupational Health and Safety Act and the current composition of the Committee.

4. The Union shall further have the right to appoint or otherwise select one (1) employee to act as a Steward/Stewardess for each twenty-five **(25)** employees.

5. The above sections of this Article shall not be interpreted so as to prevent an employee who is a Steward/Stewardess from acting on the Union Committees.



6. An employee shall not be eligible to act as a member of the Union Committee, or as a Steward/Stewardess until after he/she has completed his/her probationary period of employment.

7. (a) The Union acknowledges that Stewards/Stewardesses, members of the Union Committees and such other Union officers that may be chosen from among the employees have regular duties to perform as employees of the Board, and that such persons will not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting any business on behalf of the union without first obtaining the permission of the Supervising Caretaker or appropriate Foreperson. Such permission will not be unreasonably withheld. On resuming their regular duties, such employees will report to the Supervising Caretaker or appropriate Foreperson, and will, if requested, give any reasonable explanation for time spent away from work.

(b) In consideration of Stewards/Stewardesses, members of the Union Committees and other Union officers who are employees complying with the terms of (a) above, the Board will pay such employees for the time spent in handling grievances of employees or attending other meetings with representatives of the Board during their regular hours of work.

8. In the event that the Board and the Local Union participate in a central bargaining process for the negotiation of their renewal Collective Agreement, the Local agrees to be represented by no more than five (5) bargaining unit employees on the Union Local Bargaining Committee and the Board agrees to release such employees from work for bargaining sessions with the Board's Local Bargaining Committee. The

Local Bargaining Committee representatives will be paid by the Board for time lost from their normal working hours at their regular straight time rate of pay with benefits. Service and seniority will not be interrupted by any time lost attending local bargaining sessions.

For the purpose of joint discussions to determine the process for Central Bargaining, the Board agrees to pay up to two (2) members of the Bargaining Committee for the time lost from their normal working hours at their regular straight time rate of pay with benefits.

Each member of the Union's Bargaining Committee will be allowed one (1) day to prepare for negotiations subject to the approval of the Board and will be paid by the Board for time lost from their normal working hours at their regular straight time rate of pay with benefits.

## **ARTICLE 8**

### **Grievance Procedures**

1. If an employee has a grievance he/she wishes to bring to the attention of the Board, he/she will state such grievance in writing, sign it, and either he/she or his/her Steward/Stewardess, or both, will take the matter up with the appropriate Supervisor or Foreperson. After due consideration of the grievance, the appropriate Supervisor or Foreperson concerned will, within four (4) days, give his/her reply in writing.

2. If the reply of the appropriate Supervisor or Foreperson is not satisfactory to the employee concerned, the grievance may, within five (5) days, be referred to the Controller or designate.

3. Within five (5) days after a grievance has been referred to him/her, the Controller and/or such other persons as may be designated by the Board, will meet with the Grievance committee to discuss the grievance. At this meeting a full-time representative of the Union will be present if his/her presence is requested by either of the conferring parties. The Controller or designate will give a written reply to the grievance within five (5) days after the meeting has been held.

4. If the reply of the Controller or designate is not satisfactory to the employee concerned, the Grievance Committee may, within five (5) days, refer the grievance to the Manager of Personnel and Employee Relations or designate.

5. Within five (5) days after a grievance has been referred to him/her, the Manager of Personnel and Employee Relations and/or such other persons as may be designated by the Board, will meet with the Grievance Committee to discuss the grievance. At this meeting a full-time representative of the Union will be present if his/her presence is requested by either of the conferring parties. The Manager of Personnel and Employee Relations or designate will give a written reply to the grievance within five (5) days after the meeting has been held.

6. If the reply of the Manager of Personnel and Employee Relations or designate is not satisfactory to the employee concerned, the Grievance Committee may, within seven (7) days refer the grievance to a Board of Arbitration as hereinafter provided.

7. The Board may refuse to consider any grievance, the alleged circumstances of which occurred more than ten (10) days before the matter was first brought to the attention of the appropriate Supervisor or Foreperson.

8. In computing the time allowance set out in this Article, Saturday and Sunday and paid holidays will not be taken into consideration. Further, any of the said time allowances may be extended by mutual agreement.

## **ARTICLE 9**

### **Arbitration**

1. When either party to this Agreement request that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time shall appoint a nominee. Within five (5) days thereafter the other party shall appoint a nominee and shall advise the instigating party in writing of his/her nominee. The two nominees so nominated shall attempt to select, by agreement, a Chairperson, and if they are unable to do so within a period of seven (7) days, they will then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial Chairperson.

2. No person may be appointed as a nominee who **has** been involved in an attempt to settle the grievance.

3. Each of the parties to this Agreement will bear the expenses of the nominee appointed by it, and the parties will jointly bear the expenses, if any, of the Chairperson of the Arbitration Board.

4. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

5. Neither the nominees nor the Arbitration Board shall be authorized to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of its provisions. A majority decision shall be final and binding upon the Board and the Union, but, if no majority decision is given, the decision of the Chairperson shall be final and binding. However, the Arbitration Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

6. At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned, and any necessary witnesses.

## **ARTICLE 10**

### **Discipline and Discharge Cases**

1. If a permanent employee believes he/she has been unjustly discharged from his/her employment, he/she shall have the right to submit a grievance to the Manager of Personnel and Employee Relations or designate within four **(4)** working days after the discharge occurs.

2. Grievances relating to discharge may be settled by confirming the action taken, or by reinstating the discharged person with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

3. When an employee is dismissed without notice, his/her Steward/Stewardess will be notified by the Board and the employee will have the right to interview the said Steward/Stewardess for a reasonable period of time before leaving the premises.

4. When a permanent employee is required to attend a meeting for which the intention of the Board is to discharge, suspend, or issue a written warning of offence to the employee, the employee shall be accompanied by a Union Steward/Stewardess or a member of the Union Committee. Further, the Board shall advise the employee and the Union Steward/Stewardess or a member of the Union Committee of the purpose, time, and place of the meeting prior to the meeting being held.

5. In order to facilitate this arrangement, the Board will notify the Chief Steward/Stewardess and/or a member of the Executive and advise him/her of the impending disciplinary action. The Manager of Personnel and Employee Relations or designate will grant permission for the representative to be absent from his/her work.

6. The Board agrees that upon request from an employee on whose record a written warning of offence and/or suspension letter has been placed, and after the completion of a clean record for a period of two years, the employee's record regarding suspensions, written warnings, or notations of a final warning will be destroyed. The Board may reasonably deny such a request subject to discussion with the Union and the employee.

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## ARTICLE 11

### Seniority

1. The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualification to perform the work that is available and their seniority with the Board.

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2. A new employee will be on probation and will not have any seniority standing until after he/she has worked for a total of three (3) months. As related to the terms of this Agreement, he/she will then be considered a permanent employee, and his/her seniority will date back three (3) months.

3. For seniority purposes only, employees will be divided into the following groups:

- (a) Bus Driving;
- (b) Caretaking;
- (c) Maintenance;
- (d) Warehouse.

For the purposes of promotions, demotions, and transfers Head Caretaking shall be considered a separate seniority group.

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4. Seniority lists for each group will be posted on the appropriate bulletin boards and a copy of each will be forwarded to the Secretary of the Union. These lists will be revised semi-annually.

5. In the event it becomes necessary to effect a lay-off of employees in any of the above-mentioned groups, part-time employees (if applicable) will be laid off first, followed by probationary employees. Thereafter, employees will be laid off on the basis of their seniority in the group as defined in Section 3 (a) (b) (c) (d), provided, however, that the Board shall

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have the right at all times to maintain a working force of employees who are qualified and willing to perform the work that is available. There will be no interchange between seniority groups as a result of the application of seniority. However, if job openings occur in a seniority group, employees in the other seniority groups who are laid off or are about to be laid off, will be given the opportunity to apply for such job openings. In the event of a lay-off, employees shall receive thirty (30) working days notice.

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6. Permanent employees who are laid off because of lack of work will be retained on the seniority lists for a period equal to their seniority at the time of lay-off, but in no event to exceed two (2) years. During that period they will be subject to recall to work if suitable work becomes available, which they are qualified to perform.

7. Recall to work will be by registered letter, addressed to the last address recorded by an employee with the Board. An employee who is recalled to work must signify his/her intention to return within four (4) working days after notice of recall has been received and must return within a further three (3) working days or forfeit his/her right of recall.

8. Seniority, previously accumulated, will be lost whenever an employee:

- (a) voluntary resigns;
- (b) is discharged and is not reinstated by reason of the grievance procedure, or agreement of the parties;
- (c) fails to signify their intention to return to work after a layoff as stipulated in clause (7) above;



- (d) overstays a leave of absence. The exception to this will be in cases where absences are due to illness, injury, or circumstances beyond the control of the employee;
- (e) is absent for reasons other than illness for five (5) working days or more without having received permission from the appropriate supervisor.

9. Employees who are, or have been transferred from what is now the bargaining unit, may be returned to the said bargaining unit by the Board and shall retain their full accumulated seniority previously attained in the bargaining unit.

For transfers out of the Bargaining Unit for a period longer than three (3) months, the Board shall advise the Union through the Labour/Management Committee.

## ARTICLE 12

### Promotions and Job Postings

1. When a permanent vacancy (that is, a vacancy, the anticipated duration of which exceeds sixty (60) working days) occurs in any of the classifications of Head Caretaker, Assistant Head Caretaker, Bus Driver/Caretaker, Bus Driver/Lead Hand, Maintenance "A", Maintenance "B", or Trades, it shall be posted in bulletin form at all schools, the Maintenance Shop, Transportation Office, the Warehouse, and the Garage for a period of five (5) consecutive working days. New positions that are provided for in the annual budget will be posted prior to the end of June each year.

All applicants and the Union will be notified of the name of the successful applicant within five (5) days of the posting being filled. However, the appointment of the successful applicant shall be subject to the approval of the Board. If, as a result of a promotion, a subsequent vacancy is created, it is agreed one further posting shall be made if necessary.

2. Head Caretakers and Assistant Head Caretakers only, will be eligible to make application for a Head Caretaker vacancy; Maintenance "B" only, will be eligible to apply for a Maintenance "A" vacancy; and only persons possessing the recognized qualifications can apply for a Tradesperson position. Applicants for the positions of Assistant Head Caretaker and Head Caretaker, must possess either a 4th or 3rd Class Engineer's Certificate.

3. Applications from eligible employees who wish to be considered for the vacancy must be submitted in writing to the Board within the said posting period of five (5) consecutive working days. Upon receipt of the employee's application, the Board will acknowledge, in writing, its receipt of that application to the employee within five (5) consecutive working days.

4. The Board in making its selection will give consideration to the seniority, skill, ability and general work record of eligible applicants, and where the skill, ability and general work record factors are relatively equal as among two (2) or more such applicants, seniority shall govern. In the event that no applicant is considered suitable or qualified, the Board may fill the vacancy from whatever source it chooses.

5. Exclusive of Article 12(6), an employee who assumes a position of greater responsibility on a temporary basis will be paid the appropriate rate of pay provided a minimum of eight (8) continuous hours have been worked.

6. When a Head Caretaker is absent for more than eight (8) consecutive hours and the responsibilities are assigned to an Assistant Head Caretaker, the Assistant Head Caretaker shall be paid the Head Caretaker Code 1 rate of pay. When no Assistant Head Caretaker is available to be assigned the responsibilities of the Head Caretaker, and provided the senior Caretaker in the school possesses the appropriate licences or certificates for the requirement of the facility, then the senior Caretaker in the school shall be assigned the responsibilities and shall be paid the Assistant Head Caretaker rate of pay.

## ARTICLE 13

### Transfers

1. Employees with more than one year of satisfactory service who desire to transfer to the position of Maintenance Helper, Driver/Storeperson, or Shipper/Receiver, may request such a transfer in writing to the Personnel Department. The written request shall indicate the position preferred and shall include the employee's qualifications. Such requests for a transfer shall be renewed no later than January 3 and July 3 of each year.

2. When a permanent vacancy occurs in any of the classifications of Maintenance Helper, Driver/Storeperson, or Shipper Receiver, the Board shall give first consideration for filling the vacancy to members of the bargaining unit who have submitted a written request for a transfer in accordance with Article 13(1).

3. At the time the vacancy occurs, the Board in making its selection shall review all requests for transfer. Provided the senior employee possesses the

required qualifications, skill and ability in accordance with the job description, and a satisfactory general work record as determined by the Board, which may include on site practical testing, the Board shall appoint the senior employee to the said position. The appointment shall be subject to a trial period of three (3) months. In the event that no employee who has requested a transfer is considered suitable or qualified as determined by the Board, the Board may fill the vacancy from whatever source it chooses.

4. Conditional upon the successful completion of the three (3) month trial period as determined by the Board, the employee shall be permanently appointed to the position. If the employee does not successfully complete the trial period then the employee shall be reverted to his/her former position.

5. An employee who is transferred from a higher to a lower rated classification on a permanent basis for any reason will be paid the rate applicable to the lower rated classification.

6. An employee who is temporarily transferred from a higher to a lower rated classification for the convenience of the Board will be paid the higher rate for the duration of such temporary transfer. A temporary transfer is a period not exceeding sixty (60) working days or a period as mutually agreed upon by the parties.

7. Members of the caretaking staff who wish to be transferred to another location shall notify the Board in writing. Receipt of the application will be acknowledged and every effort will be made to accede to the request. However, the Board's decision in the matter will be final.

ARTICLE 14  
Leave of Absence

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1. An employee who has completed one (1) year of continuous service may be granted leave of absence by the Board for personal reasons for a period not to exceed three (3) consecutive months. Such leave, when granted by the Board, will be restricted to one (1) in every three (3) year period, and will be ~~without~~ pay and without loss of seniority.

2. The Board will grant leave of absence to ~~no~~ more than five (5) employees who are chosen to attend a Union Convention, provided the request for such leave is made two (2) weeks in advance. Employees granted leave under this section will be paid in full with normal deductions and the Union will reimburse the Board the required amount for such absence.

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The total accumulated time for leave of absence re Union business and conventions, etc., will be fifty (50) working days in a year. In the event that the Board is of the opinion that the granting of such leave will seriously affect operational requirements, the Board shall immediately notify the Union of its concerns and the parties shall arrange a Labour/Management meeting to discuss the matter.

3. Any employee who is elected or selected for a full time position with the Union, or is elected to public office, shall be granted leave of absence without loss of seniority, by the employer for a period of up to two (2) years. If additional leave of absence is required, application may be made to the Board to review the request. It is understood that there will be no accumulation of seniority during this leave of absence.

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4. Maternity leave will be granted under the Conditions of the Employment Standards Act. Such leaves will ~~protect seniority rights~~ and every effort will be made to return the employee to the previous work location.

5. The Board will continue to pay its share of the premiums for the following employee benefits: Extended Health Care, Dental and Group Life for the period of pregnancy leave or adoption leave (seventeen weeks or less) provided the employee is enrolled in such benefit at the time of commencement of leave.

**ARTICLE 15**  
**Bulletin Boards**

The Board will provide bulletin boards in convenient locations for the posting of Union notices. Such notices will be signed by a responsible officer of the Union and will **only** be posted after they have been submitted to the Manager of Personnel and Employee Relations or his designate for approval.

**ARTICLE 16**

Safety

1. The Board will make reasonable **provisions** for the safety and health of its employees ~~during~~ their hours or work. All safety devices the Board deems necessary, and first aid kits will be provided by the Board.

2. If there are two or more ~~employees~~ on a shift, outside checks of school properties will be made at the conclusion of the last activity by two (2) employees. However if there is only one employee on the shift, an internal check will be made.

3. All employees will be required to wear safety footwear, as designated by the Board. Such footwear must be worn at all times while on duty.

Upon submission of a sales receipt to the Personnel Department, the Board will pay, on an annual basis, to each Maintenance, Warehouse, Caretaking and Bus Driving employee a sum of \$70.00 towards the cost of the purchase of C.S.A. approved safety footwear in accordance with the following requirements:

- a) Maintenance: puncture-resistant steel sole plate and Grade 1 toe protection.
- b) Warehouse: minimum Grade 1 toe protection.
- c) Caretakers and Bus Drivers: minimum Grade 3 toe protection.

When an employee requests reimbursement for special safety footwear for health reasons as substantiated by a medical certificate, the Board shall consider such requests.

**ARTICLE 17**  
**Employee Benefits**

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1. (a) The Board agrees that the present Sick Leave Credit and Gratuity Plan and the Special and Miscellaneous Leaves Plan will remain in effect.

(b) Employees with ten (10) or more years of seniority, whose employment is terminated as a result of a permanent ~~reduction of the work~~ force, shall be eligible for payment of one (1) week of sick leave credits for each year of service, not to exceed twenty-six (26) weeks. Payments shall be on a regular basis and shall not be payable more than once for the same year's service.

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2. The Board will pay one hundred (100) per cent of the premium cost of the Ontario Blue Cross Extended Health Care Plan or equivalent. Effective the first day of the second month following ratification, such plan shall include an allowance for eye glasses of \$120.00 per person per two year period. Further, if contact lenses are prescribed for medical rather than cosmetic reasons, the benefit will extend to a maximum of \$150.00 per person per two year period. The allowance for hearing aids will be a maximum of \$500.00 per person per three year period. Coverage will still be provided for out of province and out of Canada.

Effective January 1, 1991, the allowance available for eyeglasses will be increased to \$140.00 per person per two year period. DE

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3. Effective the first day of the second month following ratification, the Group Life Insurance Plan maximum coverage will be \$140,000. The Board to pay one hundred (100) per cent of the premium cost on the first \$30,000 of coverage and seventy-five per cent of the applicable premium for any additional coverage.

4. (a) The Board agrees that the present pension scheme, known as O.M.E.R.S., shall be retained by the Board for employees covered by this contract, unless changed by mutual agreement. ✓

(b) It is understood that both parties will form a sub-committee for the purpose of exploring and discussing possible improvements to the O.M.E.R.S. Plan.

5. (a) The present Long Term Disability Income Plan shall remain in effect with the Board paying one hundred (100) per cent of the cost of the premium. The periodic review of adjustments to the payments to employees in receipt of Long Term Disability benefits will be continued.

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(b) The Board to pay the applicable premiums for the Extended Health Care plan for employees already on the Long Term Disability Income Plan. This arrangement is contingent upon the insurance company's accepting the premium. ✓

(c) Effective January 1, 1991, the Long Term Disability Plan shall be amended to include adjustments for those employees who have been receiving benefits from the Board's Long Term Disability Plan for a period in excess of two years.

The first adjustment will be on January 1, 1991 and subsequent January 1st dates will be used for annual adjustments.

The formula for adjustment will be the C.P.I. (Canada Wide 1981=100) from December to December minus 1% with a maximum adjustment to payments of 4% in any one year. There will be no "double indexing".

6. The Board shall prepare an employee's benefit booklet and supply same to each employee. At a later date information on an individual basis will be provided. → 1-2

7. The Board shall provide a preventive maintenance dental plan which will include caps, crowns and dentures based on the 1988 O.D.A. Schedule of Fees. Effective the first day of the second month following ratification of the Collective Agreement, the plan shall be amended to:

a) include an Orthodontic rider at a reimbursement level of eighty (80) percent and,

b) replace the 1988 O.D.A. Schedule of Fees with the 1989 O.D.A. Schedule of Fees.

Effective January 1, 1991, replace the 1989 O.D.A. Schedule of Fees with the 1990 O.D.A. Schedule of Fees. The Board will amend the reimbursement level to ninety (90) percent of the appropriate premium.

8. If approved by the insurance underwriters and if there is no increased cost in premium to the Board, an employee who retires from the Board prior to age 65 may retain membership in the Group Life, Extended Health Care, ~~Semi-Private~~ and ~~Dental~~ Group Benefit Plans to which an employee belongs at the time of retirement until attaining the age of 65 years. The retired employee must pay the full premium cost on an annual, semi-annual or quarterly basis, at the employee's choice, to maintain the employee's participation and coverage under the group contracts.

9. In consideration of the continuation of the improved employee benefits package, the Union on behalf of the employees releases the Board from any obligation it might have heretofore or hereafter to pay to employees any Unemployment Insurance Commission rebate available because of the existence of a Wage Loss Plan (Sick Leave Plan). Such rebate shall be used by the Board to defray part of the cost of benefits in this Article.

10. Effective the first day of the second month following ratification of the Collective Agreement, the Board will pay ~~seventy-five (75) percent~~ of the premium of the ~~Semi-Private~~ Plan. Effective January 1, 1991, the Board will pay one hundred (100) percent of the premium. ~~701 DEF~~

11. Effective the first day of the second month following ratification or the date of approval of this Plan by the Canada Employment and Immigration Commission, whichever is later, the Board will introduce a Supplemental Unemployment Benefits (SUB) Plan for employees on pregnancy and adoption leave in accordance with Appendix I.

## ARTICLE 18

### Miscellaneous Provisions

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1. An employee who is required to serve as a juror, or act as a witness, will be paid his/her full wages provided he/she turns over to the Board the amount received for his/her services less any allowances for transportation and meals, etc.
2. An employee instructed by the Board to use his/her private automobile for transportation from one location to another, will be paid \$.31 per kilometre with a minimum of \$3.20 per day, calculated on the shortest road distance between locations. Kilometrage shall be amended whenever the Board approves changes to the rates for all other Board employees.
3. Meetings between the Union Committee and a Committee of Management chosen by the Board will be held not less frequently than once each two (2) months to discuss items of mutual concern. Such meetings will not be used for the purpose of by-passing the Grievance Procedure set out elsewhere in this Agreement.

4. Copies of the new Agreement in booklet form will be issued to all employees within sixty (60) days after the Agreement has been signed. New employees will be given a copy on completion of the probationary period. The cost of printing will be shared equally by the parties.

5. Where used in this Agreement, the singular term "employee" shall be deemed to include the plural "employees".

226-1  
6. The Board shall continue to determine the methods through which services and work are performed. The Board agrees that, if and when it should alter a method or methods now in effect, no permanent employee with at least one year's seniority with the Board will have his/her employment terminated by reason thereof.

7. Where a major policy change is contemplated by the Board that affects the C.U.P.E. organization, C.U.P.E. will be given thirty (30) days' notice in which to present its views and consult with Board representatives on the understanding that the Board's decision in these matters will be final.

228-1  
8. If it becomes necessary for an employee to gain further training in order to carry out his/her normal duties, the Board will pay the cost involved.

9. The Board agrees that in the case of Bus Drivers if an employee fails to meet the required tests, he/she will be transferred to another position, provided there is a vacancy and he/she is capable of performing the normal duties involved in the classification.

10. Caretakers will be required to remove the snow from the school to the City sidewalks. They will not be required to remove snow from the sidewalks and parking lots.

11. The Board will pay \$70.00 to all carpenters, electricians, metal workers, plumbers, vehicle mechanics, refrigeration mechanics, small motor mechanics, heating control technicians, and electronic technicians, who are required to supply their own tools, for the purchase of replacement tools.

12. If the Board requires an employee to update skills in order to carry out his/her duties, the Board will pay the cost.

13. The Board agrees not to recruit volunteers to perform any work on jobs which are included in the bargaining unit thereby displacing members of Local 808. The exception to this clause will be in cases dealing with court orders which require this service to be done.

14. A letter of understanding will be attached to the Agreement indicating the names and locations of part-time cleaners and it is understood that no full-time person will be laid off because of the employment of part-time help. Should conditions indicate a slight increase in this number, no action will be taken without prior discussion with members of Local 808.

**ARTICLE 19**  
**Paid Holidays**

1. (a) The Board will pay employees for the following holidays when such holidays fall on a **day** on which employees would otherwise have worked:

11+1	New Year's Day	Labour Day
	<b>Good Friday</b>	Thanksgiving Day
	<b>Easter Monday</b>	Remembrance Day
5.3-5.5	Victoria Day	(when a school holiday)
	Dominion Day	Christmas Day
	Civic Holiday	Boxing Day

**Note:** Heritage Day to be included should such a day be declared a holiday.

(b) Whenever any of the above holidays (except Remembrance Day) falls on a Saturday or Sunday, the Board will designate some other day as a day off with pay.

2. Pay for the above holidays shall be at an employee's regular rate of pay multiplied by the number of hours he/she would otherwise have worked.

3. To be eligible to receive payment for a holiday an employee must work the full scheduled shifts on the days immediately preceding and succeeding a holiday, or make some other arrangement satisfactory to the Board.

37E-0  
4. An employee required to work on a holiday will be paid at the rate of double time in addition to his/her regular pay.

5. For 1990, December 31 will be a non-working day with pay and for 1991, December 27 will be a non-operating day with pay.

**ARTICLE 20**  
**Vacation with Pay**

1. Vacations with pay will be granted on the following basis:

- (a) One (1) Year of continuous service as of June 30th  
- three (3) weeks;
- (b) In the ninth (9) calendar year of continuous service  
- four (4) weeks;
- (c) In the seventeenth (17) calendar year of continuous service  
- five (5) weeks.

1988 Vacation Year

- (d) 23 years of service - 5 weeks plus 1 day
- (e) 24 years of service - 5 weeks plus 2 days
- (f) 25 years of service - 5 weeks plus 3 days
- (g) 26 years of service - 6 weeks

1989 Vacation Year and thereafter

- 23 years of service - 5 weeks plus 1 day -
- 24 years of service - 5 weeks plus 2 days -
- 25 years of service - 6 weeks

2. All employees covered by this Agreement with less than twelve (12) months' service with the Board as of June 30th will be granted one (1) day's vacation with pay for each month of continuous service prior to June 30th with a maximum of ten (10) working days' vacation with pay.

3. Vacations will not be cumulative from year to year. Furthermore, an employee will not be permitted to forego the vacation to which he/she is

35D-1

entitled. However, employees with less than nine (9) years of service may carry over to the next year one (1) week's paid vacation. This is to be allowed once every (3) years during the years of service from one (1) to nine years.

4. If a paid holiday, as set out in Article 19, occurs during an employee's vacation, the employee will either be granted an extra day off with pay, or will be paid a normal day's pay.

5. Vacation pay shall be paid prior to the commencement of the employee's vacation.

63A-1

6. Where an employee qualifies for sick leave, ~~bereavement leave~~, or any other approved leave subsequent to the commencement and during his/her period of approved vacation, there shall be no reduction in his/her vacation period because of such approved leave. In order to qualify for sick leave during an approved period of vacation an employee must provide medical documentation substantiating the illness. The period of vacation so displaced shall either be added to the vacation period(s) or reinstated for use at a later date, at the Board's discretion.

7. A new employee who previously worked for another municipality or public funded educational system within Ontario, shall be credited, for vacation purposes only, with that previous service provided there was no intervening employment.

8. The Board will endeavour to provide the vacation list by May 1 of each year.



**ARTICLE 21**  
**Hours of Work**

34-4000

1. The normal work week will consist of forty (40) hours to be worked in five (5) days, Monday to Friday, inclusive.
2. The Board does not guarantee to provide work for the regular daily or weekly hours.
3. The starting and quitting times for any shift and the time of lunch and rest periods will be determined by the Board in accordance with its requirements provided, however, that the starting time for the day shift shall not be earlier than 7:00 a.m. However, the operation of the 9:00 a.m. to 6:00 p.m. shift will cease whenever it can be accomplished, e.g. P.D. Days, examinations, etc.
4. Under normal conditions the lunch period for the regular day shift will be one (1) hour duration with the exception of the Maintenance Staff, The day lunch period for Maintenance Personnel will be from 12:00 noon to 12:30 p.m. The afternoon and midnight shifts will have a paid running lunch period of one-half (1/2) hour.
5. A rest period of fifteen (15) minutes' duration will be provided in each half shift.
6. The Board will post notices setting out the shifts to be worked in each of its locations. Employees will be notified at least forty-eight (48) hours in advance of any general change in their working schedule of days and hours to be worked.

26-230

40-2

## ARTICLE 22

### Overtime

1. Wherever possible, the assignment of overtime work will be on a voluntary basis with the exception being in the case of emergencies. Employees engaged in overtime should be paid at one-and-one-half (1-1/2) times their regular rate of pay for such overtime. Where an employee is called out on an emergency on a Saturday he/she will receive pay at the rate of double time, with a minimum of three hours. All other work performed on a Saturday will remain at the normal overtime rate, i.e. time and one-half.

375-0
2. All time worked by employees on Sunday, except a night shift which starts at 9:00 p.m. or later, will be paid the rate of double time their regular rate of pay.

370-0
3. An employee will not be permitted to work overtime except with the approval of the Supervising Caretaker or appropriate Foreperson.
4. An employee required to work two continuous shifts, irrespective of calendar days, will be paid the appropriate overtime rate after the first shift has been worked.
5. Every effort will be made to ensure an equitable distribution of overtime and call back time among the employees who are willing and qualified, and who normally perform the work that is available.
6. In the event a permit is issued for a Saturday or Sunday or a paid holiday and it is subsequently cancelled without sixteen (16) hours notice, the employee will receive three hours pay at the appropriate overtime rate, i.e. time and one-half.

## **ARTICLE 23**

### **Call-In Pay**

1. An employee who is called back to work in order to meet emergency conditions after having completed his/her normal hours of work will receive the greater of the following:

- (a) three (3) hours' pay at overtime rates;
- (b) the overtime rate for all hours worked as a result of the call-in.

48D-1

## **ARTICLE 24**

### **Wages**

1. Wage rates shall be paid as outlined in Schedule "A".

2. For the period of January 1, 1991, to December 31, 1991, a Cost of Living Allowance shall be calculated and paid to all eligible employees covered by the Collective Agreement subject to the definition in Article 2 and in accordance with Appendix II. No other Collective Agreement provisions will be open for renegotiations during the term of this Collective Agreement.

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## **ARTICLE 25**

### **Uniforms**

1. All employees will be required to wear uniforms (bearing a recognized union label) consisting of shirt and trousers. The Board will supply the uniforms on the basis of two pairs of trousers and three shirts for each employee. A new employee will receive his/her uniform issue after completion of his/her probationary period. The issue will be replaced annually on the first working day of February in each year.

2. The Board will provide coveralls at the Maintenance Shop for use by maintenance staff. The Shop Supervisor will be responsible for the distribution. These coveralls are to be cleaned at the expense of the Board.

3. **Bus** drivers, warehouse employees, and maintenance employees will be issued with winter jackets every three (3) years.

4. After four (4) years of continuous service an employee may opt to order a winter jacket or coveralls provided the cost does not exceed the amount provided to purchase a regular uniform. **An** employee taking this option must wear a regular uniform maintained to the satisfaction of the supervisory personnel.

5. Employees shall have the option of ordering short or long sleeved shirts provided notification of their choice is received by October 1.

6. A set of protective coveralls will be supplied to each employee who is required to work in a boiler room on a regular basis. Such protective coveralls must be worn at all times while the employee is working in the boiler room.

## **ARTICLE 26**

### **Retroactive Pay**

1. Retroactive wage, shift premium and overtime payments will be made to all bargaining unit employees on staff on the date of ratification and to former bargaining unit employees who have retired during the period January 1, 1990 to date of ratification and to the estates of those who have died between said dates.

## **ARTICLE 27**

### **Technological Change**

1. The Board shall continue to determine the methods through which services are provided. An alteration in the method or methods now in effect in-

cludes technological change which is defined as the introduction of new electronic equipment and/or mechanization.

2. When the Board decides to introduce technological change, two (2) representatives of the Board shall meet two (2) representatives of the Union no later than two (2) months prior to the introduction of the change; to discuss:

22A-1

- (a) the working environment of employees affected by the technological change;
- (b) special arrangements that may be necessary to ensure the safe operation of equipment introduced as a result of technological change;
- (c) standards and procedures for the ongoing maintenance, inspection and repair of equipment as introduced in (b) above.

3. In the event of technological change which results in the reduction of the number of employees required, clause 18 (6) shall apply.

4. In the event of a position or positions covered by this agreement being reclassified by reason of technological change, the wage rate of the employee holding such position shall be frozen until the rate of the reclassified position reaches that level. It being the intention that no employee shall suffer a loss in wages by reason of said change(s). All such employees shall be given the opportunity to fill other vacancies according to their bargaining unit seniority. If the employee refuses the vacancy offered he/she will revert to the rate of the position he/she then holds. Any depletion of staff as a result of technological change as outlined in the definition will be discussed at a labour management meeting to be held one (1) month prior to implementation of the depletion.

22A-7



## ARTICLE 28

### Duration

1. This Agreement shall ~~continue in effect to and including the 31st day of December, 1991~~, and unless either party notifies the other party in writing of its desire to amend or terminate the said Agreement, it will continue in effect from year to year thereafter. ~~Notice~~ of amendment or termination may only be given during a period of not more than ninety (90) days prior to the 31st of December, 1991, or any succeeding anniversary date.
2. The parties will meet within fifteen (15) days after the giving of notice by either party for the purpose of entering into negotiations.

SIGNED AT ETOBICOKE THIS 19TH DAY OF DECEMBER, 1990.

THE BOARD OF EDUCATION  
CITY OF ETOBICOKE:

CANADIAN UNION OF PUBLIC  
EMPLOYEES, C.L.C., LOCAL UNION  
NO. 808:

"Original signed by":

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Director of Education  
and Secretary-Treasurer

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Manager-Personnel and  
Employee Relations

\_\_\_\_\_  
Treasurer

**SCHEDULE "A"**  
**CLASSIFICATIONS AND WAGE RATES**  
**1990/1991**

A. Classification		1990	1991
		6.8% Jan. 1/90	6.8% Jan. 1/91
Bus Driver/Caretaker	Start	14.26	15.23
	1 Year	15.59	16.65
Bus Driver/Lead Hand		15.88	16.96
Caretaker	Start	13.75	14.69
Driver Storeperson			
Shipper Receiver			
Maintenance Helper	1 Year	14.54	15.53
Lead Hand/Caretaker (delete 30/06/90)		14.81	15.82
Relief Caretaker (delete 30/06/90)		14.89	15.90
Stockkeeper/Warehouse	Start	15.30	16.34
	1 Year	16.28	17.39
Assistant Head Caretaker (effective 01/07/90)		15.14	16.17
Maintenance 'B'	Start	14.82	15.83
Stockkeeper/Dispatcher I; Vehicle Repairperson; Mechanical Maintenance Technician I;			
Groundsperson	1 Year	16.11	17.21

**CLASSIFICATIONS AND WAGE RATES  
1990/1991 (Cont'd)**

Maintenance 'A'	18.11	19.34
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Stockkeeper/Dispatcher II;  
Heating Control Technician;  
Electronic Technician;  
Mechanical Maintenance  
Technician II;  
Assistant Grounds Foreperson;  
Small Engine Mechanic

Notes:

- (a) Motor Mechanics with diesel qualifications **to** receive an additional \$.10/hr.
- (b) If **on** appointment **to** the Maintenance 'B' position, the appointment is made from the Maintenance Department, the employee **will** receive the higher rate. However, if an appointment is made from other sources, the lower rate will apply.
- (c) The present differential between a bus driver and lead hand will be maintained.
- (d) The rate **of** pay for lead hand will be extended to include the entire work year.



**Classifications and Wage Rates  
1990/1991 (Cont'd)**

**B. HEAD CARETAKERS**

Code	Square Feet	1990		1991
		6.8% Jan. 1/90	Dec. 31/90 at 11.59 p.m. Add \$0.15	6.8% Jan. 1/91
I	0 - 45,000	16.34	16.49	17.61
II	45,000 - 75,000	16.80	16.95	18.10
III	75,000 - 115,000	17.25	17.40	18.58
IV	115,001 - 150,000	17.86	18.01	19.23
V	150,001 - 200,000	18.36	18.51	19.77
VI	200,001 -	19.01	19.16	20.46

**C. TRADES**

Classification	1990	1991
	6.8% Jan. 1/90	6.8% Jan. 1/91
Carpenters	21.62	23.09
Electricians	22.87	24.43
Glaziers	19.94	21.30
Metal Workers	22.19	23.70
Painters	19.90	21.25
Plumbers	23.43	25.02
Tile Setters	19.28	20.59
Refrigeration Mechanics	22.87	24.43
Auto Mechanic	18.44	19.69
Auto Mechanic/Lead Hand	18.72	19.99

## NOTES TO SCHEDULE "A"

(a) Effective the first of the month following ratification, in addition to the wages set out in Article 24, Schedule "A", for the caretaking staff, the Board will pay \$.30 per hour to those who attain or possess a 4th Class Engineer's Certificate and \$.40 per hour to those who attain or possess a 3rd Class Engineer's Certificate.

Effective January 1, 1991 the Board will increase the allowance of those who attain or possess a 4th Class Engineer's Certificate to \$0.40 per hour and for those with a 3rd Class Engineer's Certificate to \$.50 per hour.

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(b) Effective January 1, 1986, a shift premium of 4% will be paid on straight time hourly rates for all shifts commencing at 3:00 p.m. or later.

(c) Effective April 1, 1982, the holder of a "D" licence will receive \$.20/hour when used. The holder of an "A" licence will receive \$.30/hour when used. Employees entitled to receive such payment will receive it for the entire shift that it is used.

(d) Effective the first of the month following ratification, Groundsperson "B" or an Assistant Grounds Foreperson who is licensed for pesticide and/or herbicide spray shall receive \$0.15 per hour. A Groundsperson "B" or Assistant Grounds Foreperson that holds a certificate (or higher qualification) in horticulture shall receive \$0.15 per hour. Eligible persons may claim both of these allowances.

(e) Effective the first of the month following ratification, Electronic Technicians and Heating Control Technicians who possess certification from an Institute of Technology and are eligible for registration as an Engineering Technologist will receive an additional \$0.40 per hour.

(f) Effective the first of the month following ratification, Small Engine Mechanic who possess Air Cooled and Marine Engine Mechanic Branch 1 certification shall receive an additional \$0.40 per hour.

(g) Effective the first of the month following ratification, Head Caretakers who are assigned to more than one school will receive the appropriate code rate of pay based on the aggregate square footage for the schools for which he/she is responsible.

**ARTICLE 11**  
**Letter of Understanding**

The Board will endeavour to provide an alternate assignment as a Head Caretaker to a Head Caretaker who **is** displaced from his/her school as a result **of** the school closing or transfer of the school to another Board. Each such occurrence shall be referred to Labour/Management for discussion.

**ARTICLE 12**  
**Letters of Understanding**

- (1) The Board agrees that, where applicable, care-taking positions that become permanently vacant at the end of the school year due to retirements, shall be posted.
- (2) Re: Etobicoke Board of Education Caretaker's Certificate.

The parties agree that, effective the date of ratification **of** this Agreement, the Board will not provide the course leading to the Caretaker's Certificate. However, the Board agrees that employees who currently possess the certificate will be eligible to apply for Head Caretaker and Assistant Head Caretaker vacancies in "unlicensed" schools.

**ARTICLE 13**  
**Letter of Understanding**

Re: Relief Caretaker Classification

The parties agree that effective the date of ratification of this Agreement, the classification of Relief Caretaker **shall** be deleted. In doing **so**, the Board agrees to the following conditions:

- (a) the current incumbents in the classification of Relief Caretaker will be given preference for vacancies in the classification of Head Caretaker subsequent to current Head Caretakers who apply for a promotion or transfer;

(b) incumbents in the classifications of Lead Hand and Relief Caretaker shall be reclassified to Assistant Head Caretaker;

(c) effective the date of ratification of this Agreement, the rate of pay for an Assistant Head Caretaker shall be \$14.18 per hour based on rates in effect at December 31, 1989 and shall be subject to the general wage increase negotiated by the parties;

(d) all Assistant Head Caretakers will be provided an orientation and training program (without the requirement of formal examinations) within one year from the date of ratification;

(e) all 13 high schools will be assigned one Assistant Head Caretaker and the remaining will be assigned at the discretion of the Board. The Board will undertake to maintain the current complement of Assistant Head Caretakers based on operational requirements;

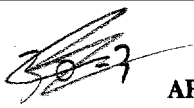
(f) it is further understood that it is the intention of the Board to rotate all Assistant Head Caretakers throughout the system on permanent intervals not less than one (1) year or as may be determined by the Board.

## **ARTICLE 17**

### **Letter of Understanding**

#### **Re: O.H.I.P.**

In recognition that, effective January 1, 1990, O.H.I.P. is fully funded by way of an employer payroll tax, it is agreed that all collective agreement provisions respecting O.H.I.P. will be removed from the Collective Agreement. If, at any time, O.H.I.P. funding reverts back to a premium payment system, it is understood and agreed that all O.H.I.P. provisions, removed as a result of employer payroll tax funding, will be returned to the Collective Agreement.



## APPENDIX I

### Supplemental Unemployment Benefits (SUB) Plan:

1. The object of this SUB plan is to supplement the unemployment insurance (U.I.) benefits received by employees from the Canada Employment and Immigration Commission for temporary unemployment caused by Pregnancy or Adoption Leaves granted in accordance with, and pursuant to, the Collective **Agreement** to which this Plan is appended.
2. The other requirements for receipt of a SUB are:
  - (a) the employee must be eligible to receive U.I. ~~pregnancy or adoption benefits~~ from the Canada ~~Employment and Immigration~~ Commission;
  - (b) an application for SUB must be made by the employee on a form to be provided by the Board and the employee shall provide verification of the approval of the U.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission;
  - (c) the employee shall sign an agreement with the Board indicating:
    - (i) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Collective Agreement to which this Plan is appended) after returning from the employee's Pregnancy Leave or Adoption Leave and any subsequent leave granted by the Board under the terms of the Collective Agreement to which this plan is appended; and

(ii) that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under the SUB Plan.

3. An employee must have applied for U.I. benefits before a SUB becomes payable.

4. An employee disentitled or disqualified from receiving U.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the employee has applied and qualified for U.I.

5. An employee shall not have the right to a SUB payment except for supplementation of U.I. benefits for the unemployment period as specified by this Plan.

6. The benefit level paid under this Plan is set at a weekly rate equal to ~~90%~~ of the employee's weekly insurable earnings as determined by the Canada Employment and Immigration Commission. It is understood that in any week, the total amount of the SUB, U.I. gross benefits and any other earnings received by the employee shall not exceed ~~95%~~ of the employee's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.

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7. The two week waiting period before U.I. benefits commence is the maximum number of weeks for which a SUB is payable.

8. The duration of this plan is from the first day of the second month following signing of the Collective Agreement to which this Plan is appended or the date of approval of this Plan by the Canada Employment and Immigration Commission, whichever is later, until December 31, 1991.

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## APPENDIX II

### COST OF LIVING ALLOWANCE

(a) For the period January 1, 1991 to December 31, 1991, a cost of living allowance shall be calculated and paid to all eligible employees covered by the collective agreement subject to the definition in Article 2.

(b) The calculation of this allowance shall be made for the month(s) during the period January 1, 1991 to December 31, 1991 inclusive in which the C.P.I. for Metropolitan Toronto exceeds 107.1% of the December, 1990 C.P.I. for Metropolitan Toronto. The last such calculation, if any, shall be made comparing the December, 1990 C.P.I. and the December 1991, C.P.I. for Metropolitan Toronto.

(c) The allowance for each such month shall be calculated using the following formula:

$$\frac{\text{straight time basic hourly rate} \times \text{yearly straight time hours of work} \times A}{12}$$

$$A = \frac{\text{C.P.I. for each calendar month the employee is on staff} - \text{C.P.I. December 1990}}{\text{C.P.I. December 1990}} - 0.071$$

(d) C.P.I. means the Consumer Price Index for Metropolitan Toronto (1981=100) for the month(s) referred to in paragraph B above published by Statistics Canada in the following month.

(e) The allowance(s), if any, shall become payable in a lump sum to eligible employees as soon as reasonably possible following the publication of the



December, **1991 C.P.I.** The amount payable will, in no event, exceed **3.0%** of the employee's Basic Annual Wages or Salary.

**(f)** Should Statistics Canada modify, amend or alter its method of calculation of the Consumer Price Indices, the Consumer Price Indices as defined by Statistics Canada on the date of the execution of this collective agreement will continue to apply throughout the period set out in paragraph A above.

**(g)** Eligible employees are those defined in the retroactive clause in the Memorandum of Settlement and are on staff as of December **31, 1991**.

