

AGREEMENT BETWEEN

LORD SELKIRK SCHOOL DIVISION
(hereinafter referred to as the Board)

AND

**LORD SELKIRK SCHOOL DIVISION
BOARD OFFICE STAFF ASSOCIATION**
(hereinafter referred to as the Association)

Employees covered under this Agreement shall be "all persons employed in the LSSD Board Office, including Clerical, Maintenance and Transportation Departments in the Province of Manitoba save and except payroll officers and those excluded by the Act" as covered under Labour Board Certificate No. MLB - 6228.

**Effective January 1, 2015
to
December 31, 2017**

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ARTICLE 1 - TERM OF AGREEMENT

This article shall come into force and take effect on the **1st day of January, 2015 and remain in force until the 31st day of December, 2017**, and shall automatically renew itself from year to year unless either party gives the other written notice between November 1st and December 15th of a desire to terminate or amend the agreement. The counter proposal is to be presented twenty (20) days after the first proposal is received.

ARTICLE 2 - NON-DISCRIMINATION

The parties shall not discriminate against any employee because of age, race, colour, creed, national or ethnic origin, political or religious affiliation, sex, gender identity, sexual orientation, marital status, same-sex partnership status, physical disability, mental disability, conviction for which a pardon has been granted, union membership or participation in the lawful activities of the union.

ARTICLE 3 - MANAGEMENT RIGHTS

- (A) The Board, on its own behalf and on behalf of the electors of the Division, hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in by the laws of the Province including but without limiting the generality of the foregoing, the right
- i) to the exclusive management and administrative control of the school system and its properties and facilities of its employees;
 - ii) to hire all employees, and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal, demotion, suspension and disciplining, to promote and transfer all such employees;
 - iii) to decide upon the means and methods for the most efficient operation of the School Division and the duties, responsibilities and assignments of personnel with respect thereto and with respect to administrative activities and the terms and conditions of employment subject to the terms of this Agreement.
- (B) The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be subject to the terms of this Agreement and in conformance with the laws of the Province of Manitoba.



ARTICLE 3 - MANAGEMENT RIGHTS (cont.)

- (C) The specific terms of this contract shall be the source of any rights that may be asserted by the Association against the School Division.

ARTICLE 4 - BEREAVEMENT LEAVE

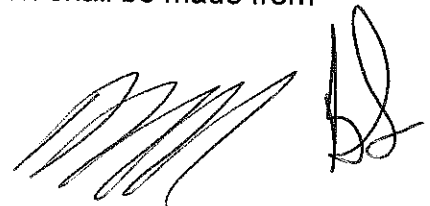
For the purpose of this clause "common-law partners" shall be defined as a person of the same or opposite gender with whom an employee has established residence and lived in a conjugal relationship for at least 12 months and has publicly represented that person as his/her partner.

- (A) i) In the case of death in the immediate family of an employee, the employer shall grant a leave of five (5) working days with pay. "Immediate Family" means the employee's spouse (including a common-law spouse of the same or opposite sex), child, parents, brother, sister, mother-in-law, father-in-law, grandchildren, grandmother, grandfather.
 - ii) In the case of death of a brother and sister-in-law, a leave of two (2) working days will be granted with pay.
 - iii) In the case of a death of an uncle, aunt, or a very close friend, the Board of Trustees will grant a leave of one (1) day with pay or time off with pay to attend the funeral.
- (B) In all cases, the worker shall notify the Secretary-Treasurer prior to taking such leave.
 - (C) Under extenuating circumstances, an employee may apply to the Board, in writing, for an extension of time and the decision will be left with the Board.

ARTICLE 5 - SICK LEAVE

Employees shall be entitled to sick leave with full salary benefits based on the following criteria:

- i) Regular employees must work at least ten (10) days in the month to earn the two (2) days/month to a maximum of twenty-four (24) days per annum.
- ii) In any one year in which an employee has not had a sick leave, or has only used a portion thereof, the employee shall be entitled to an accrual of all the unused portion, accumulative to **one hundred and twenty-five (125)** working days of sick leave for his/her future benefits. A deduction shall be made from accumulative sick leave for all days absent.

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ARTICLE 5 - SICK LEAVE (cont.)

iii) Sick leave credits shall not continue to accumulate if the employee is absent for more than ten (10) consecutive days.

iv) Sick Leave Defined

Sick Leave means the period of time an employee is permitted to be absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.

v) Proof of Illness

The School Board may request the employee to provide a doctor's certificate to certify the claim for sick leave.

vi) An employee may utilize up to three (3) days per calendar year to attend to the illness of the employee's pre-school or school-age children (up to Grade 12) spouse and parents; where both parents are employees of the Division, only one parent may utilize the above days at any one time unless otherwise authorized by the Board.

ARTICLE 6 - HOLIDAY SCHEDULE (Annual)

The Vacation Year is July 1 to June 30. Vacation entitlement is earned in the year prior to the year in which it is taken based on the number of years completed service at June 30, e.g. three years of service at June 30, 2012 entitles an employee to three (3) weeks vacation at July 1, 2012.

(A) Every regular full-time employee, after one (1) year of complete service shall be granted two (2) weeks holidays with pay, and three (3) weeks holidays with pay after two (2) complete years and four (4) weeks after eight (8) years of service, and five (5) weeks after fifteen (15) years of service and six (6) weeks after twenty-two (22) years of service.

(B) i) Regular part-time employees shall be granted vacation time equivalent to their regularly scheduled working hours. Vacation pay shall be paid on all extra hours worked beyond their regularly scheduled hours, to be paid at June 30th each year.

ii) Casual employees shall receive vacation pay at the prevailing rate under the Vacation Pay Act.

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ARTICLE 6 - HOLIDAY SCHEDULE (Annual) (cont.)

- (C) The Secretary-Treasurer shall be responsible for arranging the holiday schedule prior to May 1st of any calendar year. This holiday schedule shall be posted on the bulletin board where all employees may ascertain their holidays well in advance. Annual holidays shall be granted in accordance with seniority rights, provided that all employees entitled to do so, shall forthwith, upon request of the Secretary-Treasurer, select the holiday period required.
- (D) Pro-rata benefits under the Vacation With Pay Act for employees who are discharged from service or fail to give the necessary termination notice.
- (E) For the purpose of calculating vacation entitlement, years of service shall include all service within the Division.
- (F) Vacation entitlement is earned for each month worked. An employee must work ten or more days in a month to earn credit for that month. This would include periods of paid sick leave and Workers Compensation.
- (G) When an employee qualifies for sick leave involving hospitalization, during his/her period of vacation, he/she shall be entitled, when confirmation from a qualified medical practitioner is produced, to use his/her accumulative sick credits for this purpose. The period of vacation so displaced shall either be added to the vacation period or retained for use at a later date, by mutual agreement.

ARTICLE 7 - HOLIDAY SCHEDULE (Statutory)

The following shall be recognized as paid statutory holidays, on which the Division employees will be off work:

New Year's Day
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Remembrance Day
Good Friday

Christmas Day
Boxing Day
Civic Holiday
Louis Riel Day

ARTICLE 8 - INTEREST

The Division shall pay the Association interest on the gross amount of any retroactive pay, less the amount of any statutory deduction for Canada Pension, Unemployment Insurance and Income Tax due with respect to that pay. The interest shall be calculated at the rate paid by the chartered banks of Canada in Selkirk on their premium rate savings account as of January 1st of the contract year.



ARTICLE 9 - RETRO-ACTIVE PAY

Retroactive pay adjustments for the period between the expiration of the previous agreement and the date of the signing of the new agreement shall apply to:

- 1) employees who are in the employ of the Division on the date of the signing of this agreement.
- 2) employees who have left the service during the above mentioned period by reason of being laid off by the Division.
- 3) employees who have died while employed by the Division.
- 4) Upon written request to the Board within sixty (60) days of the date of the signing of the agreement, retroactive pay adjustments for the period between the expiration of the previous agreement and the date of the signing of this agreement shall be made to employees who have voluntarily terminated their services (resigned).

ARTICLE 10 - JURY DUTY

Any employee who is subpoenaed to serve as a juror or court witness shall be paid his/her regular salary. The employee shall make himself/herself available for duty at his/her job during regular hours when he/she may not be required at court and will present proof of jury duty service. Any fee or payment, excluding personal expenses received by reason of service as a juror or court witness on working days, shall be forwarded to the Division.

ARTICLE 11 - COMPENSATION FOR INJURIES

In cases where compensation for loss of wages is paid by the Workers' Compensation Board due to an on the job injury to the employee, the employer shall supplement such payment as follows:

“An amount sufficient to bring the compensation up to 100% of the employee's regular wages at the time of injury for a period of two (2) months.” That the topping of salary due to Workers' Compensation be disallowed should the employee gain benefits greater than his/her regular wages.

ARTICLE 12 - HOURS OF WORK

Regular hours of work shall be 35 hours for clerical employees and 40 hours for maintenance and transportation employees.

The School Division shall provide two (2) working days notice of any change to their regular hours and provide reasons for same.



ARTICLE 12 - HOURS OF WORK (cont.)

When the schools are closed for summer vacation, **Christmas or Spring Break**, five (5) eight (8) hour days, including lunch breaks shall constitute a work week Monday to Friday for 8-hour employees.

ARTICLE 13 - OVERTIME

- (A) When an employee is required to work overtime, the overtime shall be paid at the rate of time and one-half ($1\frac{1}{2}x$) for the first 4 hours, and two times ($2x$) for every additional hour, except Sundays, for which double time shall be paid.
- (B) Employees called back to work shall receive a minimum of two (2) hours of overtime at the prevailing overtime rate.
- (C) Overtime work shall not be performed or paid for unless authorized by the Secretary-Treasurer or designate.
- (D)
 - i) When an employee is required to work overtime, and the overtime occurs as an extension of a regular day of work, the employee shall be paid a meal allowance after the first two hours and every four hours after that.
 - ii) When an employee is required to work overtime, and the overtime is not an extension of a regular day of work, the employee shall be paid a meal allowance after the first four hours and every four hours after that.

The meal allowances shall be paid at a rate set out in the Divisional policy.

ARTICLE 14 - PROBATIONARY PERIOD

- (A) New employees and employees in new positions as a result of transfer, promotion, or demotion, shall be required to serve a probationary period of three (3) months continuous service with a provision for an extension upon notification by the Secretary-Treasurer to the Association. Where an employee in a new position as a result of a transfer or promotion feels that he cannot fulfill his duties or proves unsatisfactory in that position, then he shall return to his former position and rate of pay.
- (B) Probationary employees shall be entitled to all the rights and privileges of this Agreement, except that they shall not have recourse through the grievance and arbitration procedures. The employee who is transferred or promoted shall not be entitled to grievance or arbitration procedures pertaining to the placement only.

ARTICLE 14 - PROBATIONARY PERIOD (cont.)

- (C) At any time during the probation period, a new employee may be suspended or dismissed with due cause by the employing authority without any reason or notice being given therefore and notwithstanding any other provisions of this Agreement, there shall be no appeal against such suspensions or dismissal. Upon the employee requesting reasons for a suspension or dismissal, such reasons shall be given by the employing authority. Such requests shall be made no later than two (2) days after notification of the suspension or dismissal.

ARTICLE 15 - VACANCIES OR NEW POSITIONS

When a vacancy occurs or a new position is created inside the bargaining unit, the Division shall notify the Association in writing and post notice of the position in the employee(s) office or shop area for a minimum of one (1) week to fill the position.

When a vacancy occurs or a new position is created outside the bargaining unit, the Division shall post notices in the Division Office.

ARTICLE 16 - NO STRIKE-NO LOCKOUT

During the term of this Agreement, there shall be neither strikes nor slowdowns nor any other interference with production on the part of the Association nor lockout by the Board. The Board may discipline or discharge any employee who violates this position.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

- (A) Definition of a Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the Collective Agreement.

- (B) Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly. Filing of the grievance shall be within twenty-one (21) days of the incident.

Step 1

The aggrieved employee or employees shall first attempt to resolve the grievance by submitting the grievance, in writing, to his/her immediate supervisor. The supervisor shall render his/her decision within five (5) working days after receipt of the grievance.

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ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE (cont.)

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, a grievance committee will submit to the Secretary-Treasurer a written statement of the particulars of the grievance and the redress sought. The Secretary-Treasurer shall render his decision within five (5) working days after receipt of such notice.

Step 3

Failing settlement being reached in Step 2, the grievance committee shall submit the written grievance to the Board of Trustees who shall render their decision within three (3) working days after a regularly scheduled School Board meeting.

- (C) Replies to grievances shall be in writing at all stages.
- (D) Grievances settled satisfactorily within the time allowed shall date from the time of the incident.
- (E)
 - i) When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement.
 - ii) Within fourteen (14) days thereafter, each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of its appointee. These two arbitrators shall appoint a third person, who shall be mutually satisfactory to both parties, to act as Chairman.
 - iii) If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within fourteen (14) days, the appointment shall be made by the Manitoba Labour Board, upon the request of either party.
 - iv) The decision of the Arbitration Board shall be final and binding to both parties, but in no event shall the Board of Arbitration alter, modify, or amend this Agreement in any respect.
 - v) The time limit in both the Grievance and Arbitration procedures may be extended by consent of the parties to this Agreement in writing. Failure on the part of the grievor to comply with the time limits as set forth in this Article or as subsequently extended by mutual agreement shall result in the grievance being deemed to have been abandoned and all rights of recourse to the grievance and arbitration procedures shall be at an end.

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ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE (cont.)

vi) Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an Arbitration Board shall apply mutatis mutandis, to the single arbitrator.

ARTICLE 18 - DEFINITIONS

- (A) Regular full-time employees are defined as those who work the prescribed hours of work as per Article 12 (Hours of Work) and who have completed the probationary period defined in Article 14.
- (B) Regular part-time employees are defined as those who work less than the prescribed hours of work as per Article 12 and who have completed the probationary requirement.
- (C) Temporary employees are those hired for a specific job or until the occurrence of a specified event in a position which is not expected to exceed three (3) months. If necessary, and at the discretion of the Board, this term may be extended by a further three (3) months. If the position continues beyond this six (6) month period, the employee shall be deemed to be a regular employee as defined in (A) or (B) above.
- (D) Regular full-time and regular part-time employees shall be entitled to all benefits incorporated in this Agreement.
- (E) Temporary employees shall be entitled to all benefits incorporated in this Agreement.
- (F) Casual employees are those engaged on an irregular and/or unscheduled basis, eg. summer help. Casual employees are not covered by this Agreement.

ARTICLE 19 - SCHEDULE OF WAGES

<u>Classification</u>	<u>Step</u>	<u>Jan. '15</u> <u>2.5%</u>	<u>Jan. '16</u> <u>2.0%</u>	<u>Jan. '17</u> <u>2.5%</u>
Receptionist	1	17.63	17.98	18.43
	2	18.47	18.84	19.31
	3	19.31	19.70	20.19
	4	20.14	20.54	21.05
	5	21.00	21.42	21.96
	6	22.19	22.63	23.20
	7	22.63	23.08	23.66



ARTICLE 19 - SCHEDULE OF WAGES (cont.)

<u>Classification</u>	<u>Step</u>	<u>Jan. '15</u> <u>2.5%</u>	<u>Jan. '16</u> <u>2.0%</u>	<u>Jan. '17</u> <u>2.5%</u>
Accounts Payable Assistant	1	17.63	17.98	18.43
	2	18.47	18.84	19.31
	3	19.31	19.70	20.19
	4	20.14	20.54	21.05
	5	21.00	21.42	21.96
	6	22.19	22.63	23.20
	7	22.63	23.08	23.66
Sub Booking Clerk	1	17.63	17.98	18.43
	2	18.47	18.84	19.31
	3	19.31	19.70	20.19
	4	20.14	20.54	21.05
	5	21.00	21.42	21.96
	6	22.19	22.63	23.20
	7	22.63	23.08	23.66
Secretary- Maintenance/ Transportation	1	19.83	20.23	20.74
	2	20.25	20.66	21.18
	3	21.46	21.89	22.44
	4	22.31	22.76	23.33
	5	23.11	23.57	24.16
	6	23.95	24.43	25.04
	7	24.73	25.22	25.85
School Accountant (LSRCS)	1	19.83	20.23	20.74
	2	20.25	20.66	21.18
	3	21.46	21.89	22.44
	4	22.31	22.76	23.33
	5	23.11	23.57	24.16
	6	23.95	24.43	25.04
	7	24.73	25.22	25.85
Acct. Payable	1	20.42	20.83	21.35
	2	21.26	21.69	22.23
	3	22.05	22.49	23.05
	4	22.92	23.38	23.96
	5	23.75	24.23	24.84
	6	24.54	25.03	25.66
	7	25.36	25.87	26.52

ARTICLE 19 - SCHEDULE OF WAGES (cont.)

<u>Classification</u>	<u>Step</u>	<u>Jan. '15</u> <u>2.5%</u>	<u>Jan. '16</u> <u>2.0%</u>	<u>Jan. '17</u> <u>2.5%</u>
<u>Maintenance/Bus Garage</u>				
Student Grounds- Keeper	1	13.54	13.81	14.16
	2	15.35	15.66	16.05
	3	17.16	17.50	17.94
	4	18.97	19.35	19.83
	5	20.78	21.20	21.73
Painter	1	21.66	22.09	22.64
	2	22.45	22.90	23.47
	3	23.29	23.76	24.35
	4	24.09	24.57	25.18
	5	24.89	25.39	26.02
	6	25.70	26.21	26.87
	7	26.52	27.05	27.73
General Maintenance	1	21.66	22.09	22.64
	2	22.45	22.90	23.47
	3	23.29	23.76	24.35
	4	24.09	24.57	25.18
	5	24.89	25.39	26.02
	6	25.70	26.21	26.87
	7	26.52	27.05	27.73
Carpenter Assistant	1	22.86	23.32	23.90
	2	23.76	24.24	24.85
	3	24.60	25.09	25.72
	4	25.46	25.97	26.62
	5	26.32	26.85	27.52
	6	27.19	27.73	28.42
	7	28.00	28.56	29.27
Audio-Visual Tech.	1	23.50	23.97	24.57
	2	24.36	24.85	25.47
	3	25.23	25.73	26.37
	4	26.10	26.62	27.29
	5	26.95	27.49	28.18
	6	27.82	28.38	29.09
	7	28.61	29.18	29.91

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ARTICLE 19 - SCHEDULE OF WAGES (cont.)

<u>Classification</u>	<u>Step</u>	<u>Jan. '15</u> <u>2.5%</u>	<u>Jan. '16</u> <u>2.0%</u>	<u>Jan. '17</u> <u>2.5%</u>
Mechanic's Helper	1	15.35	15.66	16.05
	2	17.16	17.50	17.94
	3	18.97	19.35	19.83
	4	20.78	21.20	21.73
	5	21.39	21.82	22.37
Apprentice Mechanic	1	19.00	19.38	19.86
	2	21.00	21.42	21.96
	3	23.00	23.46	24.05
	4	25.00	25.50	26.14
Journeyman Mechanic	1	28.64	29.72	30.98
	2	29.56	30.66	31.94
	3	30.44	31.56	32.86
Lead Mechanic	1	30.76	31.89	33.20
	2	31.67	32.81	34.14
	3	32.56	33.72	35.08
Journeyman Electrician	1	31.71	32.34	33.15
	2	32.64	33.29	34.12
	3	33.53	34.20	35.06
Journeyman Plumber	1	31.71	32.34	33.15
	2	32.64	33.29	34.12
	3	33.53	34.20	35.06
Journeyman HVAC	1	31.71	32.34	33.15
	2	32.64	33.29	34.12
	3	33.53	34.20	35.06
Journeyman Carpenter	1	27.61	28.16	28.86
	2	28.54	29.11	29.84
	3	29.42	30.01	30.76
Painter Supervision (3 months - when required to supervise)		1.77	1.81	1.86

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ARTICLE 20 - ASSOCIATION SECURITY AND DUES DEDUCTION

- (A) This Division agrees to the compulsory check-off of **association** dues for all permanent employees covered by this Agreement as provided for in the Labour Relations Act.
- (B) In consideration of the promises and the Division making the compulsory check-off of the Association dues, as herein provided, the Association agrees to and does hereby indemnify and save the Division harmless for all claims, demands, action and the proceedings of any kind and from all costs which may arise or be taken against the Division by the reason of the Division making the compulsory check-off of Association dues provided for in Clause (A).
- (C) Deduction will be made monthly and remitted in one sum to the Secretary-Treasurer of the Association within thirty (30) days of the deduction, together with a list of names of the employees from which dues have been deducted.
- (D) The Board recognizes the Lord Selkirk School Division Board Office Staff Association as the sole bargaining agent for the employees covered by this Agreement.

ARTICLE 21 - ASSOCIATION MEETING

Association employees shall be granted two (2) hours per day, four times per year, for the purpose of attending Association meetings.

ARTICLE 22 - EMPLOYEE EXPENSE

The School Board shall pay additional business insurance required by those employees who use their own vehicles for transporting materials, beyond the Autopac limit of 1000 miles, for Division purposes.

ARTICLE 23 - INCREMENTS

Regular full-time and regular part-time employees shall be entitled to an increment on January 1st providing they have successfully completed their probation period.

ARTICLE 24 - COURSE ALLOWANCE

Criteria required for the payment of Course Allowance:

- course requests are to be approved by the Secretary-Treasurer
- approved courses shall relate to the work performed in the classification
- course allowance will not be paid while employees are on regular working hours
- course allowance to include all related expenses, eg. tuition, books, travel.

ARTICLE 25 - SENIORITY

Seniority shall be established upon the completion of and including the probationary period and shall be defined as the length of continuous service in the Association.

Seniority shall be maintained and accumulated during:

- absence due to illness or accident
- authorized leave of absence
- periods of layoff

An employee shall lose his/her seniority when:

- the employee terminates.
- the employee is discharged for just cause.
- the employee fails to return to work from layoff within ten (10) days of being notified by registered mail, or at another time which may be mutually agreeable.
- the employee is laid off for a period in excess of two years.

The Board shall establish and maintain a seniority list and make it available to employees so that they may verify their standing.

ARTICLE 26 – SAFETY AND HEALTH

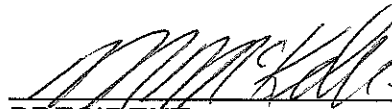
The Division and Association agree to cooperate in promoting safe and healthy work practices within the Division as set out under the Workplace Safety and Health Act.



SIGNED AND AGREED ON BEHALF OF THE LORD SELKIRK SCHOOL DIVISION

BOARD OFFICE STAFF ASSOCIATION THIS 24 DAY OF

APRIL, 2015.



PRESIDENT




SECRETARY




TREASURER

SIGNED AND AGREED ON BEHALF OF THE LORD SELKIRK SCHOOL DIVISION

THIS 24 DAY OF APRIL, 2015.



CHAIR



SECRETARY-TREASURER

