

AGREEMENT BETWEEN

LORD SELKIRK SCHOOL DIVISION
(hereinafter referred to as the **Division**)

AND

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

Effective January 1, 2022
to
December 31, 2024

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ARTICLE 1 – PREAMBLE

Both parties to the Agreement desire to maintain harmonious relations and conditions of employment, to promote cooperation and understanding between the Division and the Association, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operation, and to promote the well-being and security of all the employees in the bargaining unit.

ARTICLE 2 - DEFINITIONS

- 2.01 Regular full-time employees are defined as those who work the prescribed hours of work as per Article 14 (Hours of Work) and who have completed the probationary period defined in Article 10.
- 2.02 Regular part-time employees are defined as those who work less than the prescribed hours of work as per Article 14 and who have completed the probationary requirement.
- 2.03 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 Article 2.01 or Article 2.02 above.

However, where a temporary employee is replacing an employee on maternity/ parental leave, sick leave, an approved leave of absence (including where an employee is absent on a WCB claim), or any other circumstance to which the parties agree, the temporary position may exceed six (6) months, and the employee shall not be deemed a regular employee as defined in Article 2.03 herein.

A temporary employee is sometimes referred to as a “term employee”.

- 2.04 Regular full-time and regular part-time employees shall be entitled to all benefits incorporated in this Agreement.
- 2.05 Temporary employees shall be entitled to all benefits incorporated in this Agreement, **in the same manner as regular full-time and regular part-time employees.**
- 2.06 Casual employees are those engaged on an irregular and/or unscheduled basis, eg. summer help. Casual employees are not covered by this Agreement.

ARTICLE 3 - TERM OF AGREEMENT

This Agreement shall come into force and take effect on the **1st day of January, 2022 and remain in force until the 31st day of December, 2024**, 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 4 – RECOGNITION

The Division recognizes the Association as the sole and exclusive bargaining agent for employees classified and covered by this Agreement, those being “All persons employed in the Lord Selkirk School Division 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 set forth in Manitoba Labour Board Certificate No. MLB-6228, dated January 31, 2005.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Division, 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.

5.02 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 5 - MANAGEMENT RIGHTS (cont.)

5.03 In administering this Agreement, the Division shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

5.04 The specific terms of this Agreement shall be the source of any rights that may be asserted by the Association against the School Division.

ARTICLE 6 - ASSOCIATION SECURITY AND DUES DEDUCTION

6.01 The 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*.

6.02 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 6.01.**

6.03 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.

ARTICLE 7 – ASSOCIATION REPRESENTATIVES

7.01 The Division recognizes the Association steward(s) as the Association's representative in each area covered by this Agreement. The Association shall provide, on an annual basis to the Secretary-Treasurer or their designate, a list of Association stewards, including any amendments to the list which might occur through the year.

7.02 Stewards shall be entitled to carry out their Association responsibilities during normal working hours, subject to permission to conduct Association business being obtained and provided that such business does not interfere with or disrupt operation of the Division. Permission shall not be unreasonably withheld.

7.03 An employee shall have the right to be accompanied by an Association representative in any investigatory or disciplinary meeting with management.

ARTICLE 8 - ASSOCIATION BUSINESS

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

provide no less than one week's written notice of each meeting to the Secretary-Treasurer or their designate.

8.02 Up to three (3) employees from the bargaining unit will be granted a paid leave of absence for the purpose of attending collective bargaining sessions. This leave is subject to the operational needs of the Division being met.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 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.

9.02 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 **their** immediate supervisor. The supervisor shall render **their** decision within five (5) working days after receipt of the grievance.

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 **their** 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.

9.03 Replies to grievances shall be in writing at all stages.

9.04 Grievances settled satisfactorily within the time allowed shall date from the time of the incident.

9.05 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.

- 9.06 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 **Chair**.
- 9.07 If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a **Chair** within fourteen (14) days, the appointment shall be made by the Manitoba Labour Board, upon the request of either party.
- 9.08 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.
- 9.09 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.
- 9.10 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 10 - PROBATIONARY PERIOD

- 10.01 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 **they** cannot fulfill **their** duties or proves unsatisfactory in that position, then **they** shall return to **their** former position and rate of pay.
- 10.02 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.
- 10.03 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 11 - 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 the notice of the position **on the Division website** for a minimum of one (1) week to fill the position.

ARTICLE 12 - SENIORITY

12.01 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, **up to the maximum days accumulated under the provisions of the Collective Agreement**
- **period of absence for Maternity, Adoption and Parental Leave granted under *The Employment Standards Code***
- **Other authorized leaves of absence up to thirty (30) calendar days**
- **periods of layoff up to thirty (30) calendar days**

Thereafter, seniority shall be maintained until terminated in accordance with this Agreement.

An employee shall lose **their** seniority when:

- the employee terminates **their employment**.
- the employee is discharged for just cause.
- the employee fails to return to work from layoff within ten (10) days of being notified by **email to the employee's last reported email address**, or at another time which may be mutually agreeable.
- the employee is laid off for a period in excess of **one (1) year**.

12.02 **On April 1 each year, the Division shall release an updated seniority list and make it available to employees so that they may verify their standing. Employees shall be allowed twenty (20) days after review of the seniority list to dispute any entries which they feel are not correct, after which time the list will be deemed official. Exceptions to this time will be recognized for employees on authorized leave of absence (including sick time) or vacation. In which case, the twenty (20) days' notice shall commence on their return to work.**

ARTICLE 13 – LAYOFF AND RECALL

13.01 **Employees shall be laid off in reverse order of seniority within their classification, provided always that the employees to be retained possess the ability, skill, qualifications, and reliability to perform the remaining work.**

- 13.02** The Division shall give the employee written notice of the date on which they are to be laid off, at least two (2) weeks before the date on which they are to be laid off prior to the effective date of layoff, or, in the absence of such notice, shall grant pay in lieu thereof.
- 13.03** Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. Employees placed on the recall list shall be called back in reverse order of lay-off, starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification from which the employee was laid off, provided that such employees possess the ability, skill, qualifications and reliability to perform the work.
- 13.04** Notification of recall following a layoff shall be sent by email to the last reported email address of the employee.
- 13.05** Employees placed in new positions as a result of the lay-off procedure shall be required to serve a trial period of thirty (30) working days.
- 13.06** If, in the opinion of the Division, the employee proves to be unsatisfactory in the position during the trial period, or they feel they are not suited to perform the duties of the position, they shall be placed on the recall list.

ARTICLE 14 - HOURS OF WORK

- 14.01** Regular hours of work shall be 35 hours for clerical employees and 40 hours for maintenance and transportation employees.
- 14.02** The School Division shall provide two (2) working days notice of any change to their regular hours and provide reasons for same.
- 14.03** 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 15 - OVERTIME

- 15.01** When an employee is required to work overtime, the overtime shall be paid at the rate of time and one-half (1½ x) for the first 4 hours, and two times (2 x) for every additional hour, except Sundays, for which double time shall be paid.
- 15.02** In lieu of pay for overtime, an employee may choose to receive time off at the appropriate rate, at a time mutually agreed upon by the employee and their manager, provided that the proposed time off is operationally feasible for the Division. Such requests shall not be unreasonably denied. Any

accumulated overtime not taken as time off by June 30 in the year it was earned may be carried forward until June 30 of the following year, after which time it will be paid out.

15.03 Employees called back to work shall receive a minimum of two (2) hours of overtime at the prevailing overtime rate.

15.04 Overtime work shall not be performed or paid for unless authorized by the Secretary-Treasurer or designate.

15.05 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 of **\$25.00**.

ARTICLE 16 - SICK LEAVE

16.01 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*.

16.02 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 **their** future benefits. A deduction shall be made from accumulative sick leave for all days absent.

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

16.03 Proof of Illness

The **Division** may request the employee to provide a doctor's certificate to certify the claim for sick leave. **The Division will not normally require a certificate for absences of less than three (3) consecutive days except in cases where the Division suspects abuse.**

16.04 An employee may utilize up to five (5) days per calendar year to attend to the illness of the employee's children/stepchildren, 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 Division.

16.05 Sick leave is not payable to an employee:

- i) who, while on paid sick leave, is engaged in employment for wage or profit with another employer;**
- ii) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from Manitoba Public Insurance to the extent that such benefits and paid sick leave exceed the employee's normal salary and up to the maximum number of sick leave days accumulated by the employee. In such cases, the employee shall reimburse the Division the amount of benefit received from Manitoba Public Insurance.**

ARTICLE 17 - VACATION SCHEDULE

17.01 The Vacation Year is July 1 to June 30. **Vacation leave may be used as it is accrued.** Vacation entitlement is based on the number of years completed service at June 30, **as follows:**

- (i) Every regular full-time employee, during their first year of employment, shall be granted two (2) weeks' vacation with pay, prorated to their start date. After one (1) year of complete service, every regular full-time employee shall be granted two (2) weeks vacation with pay, and three (3) weeks' vacation with pay after two (2) complete years and four (4) weeks' vacation with pay after eight (8) years of service, and five (5) weeks' vacation with pay after fifteen (15) years of service and six (6) weeks' vacation with pay after twenty-two (22) years of service.**
- (ii) 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.**

17.02 The Secretary-Treasurer **or designate** shall be responsible for arranging the **vacation** schedule prior to May 1st of any calendar year. This **vacation** schedule shall be posted on the bulletin board where all employees may ascertain their **vacation** well in advance. Annual **vacation** shall be granted in

accordance with seniority rights, provided that all employees entitled to do so, shall forthwith, upon request of the Secretary-Treasurer or designate, select the vacation period required.

17.03 Employees who resign and do not give the employer at least fourteen (14) calendar days' notice prior to the date the resignation becomes effective shall forfeit any right to vacation pay under the terms of the Collective Agreement. The employee shall be entitled to receive vacation pay under *The Employment Standards Code*.

17.04 For the purpose of calculating vacation entitlement, years of service shall include all service within the Division.

17.05 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.

17.06 When an employee qualifies for sick leave involving hospitalization, during **their** period of vacation, **they** shall be entitled, when confirmation from a qualified medical practitioner is produced, to use **their** 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 18 - HOLIDAY SCHEDULE (STATUTORY)

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

New Year's Day	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Canada Day	Remembrance Day	Terry Fox Day
	Good Friday	Louis Riel Day

18.02 If, during the life of this Agreement, a general holiday is declared by the provincial or federal government, which is not listed above, and which the Minister of Education directs to be observed as part of the school calendar, such holiday shall be observed and paid by the Division under the same terms and conditions as apply to the holidays listed above.

ARTICLE 19 - BEREAVEMENT LEAVE

For the purpose of this clause "common-law partners" shall be defined as a person 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 **their** partner.

19.01 i) In the case of death in the immediate family of an employee, the **Division** shall grant a leave of five (5) working days with pay. "Immediate

Family” means the employee’s spouse (including a common-law spouse), child, parents, **siblings, parents-in-law, grandchildren, grandparents.**

- ii) In the case of death of a **sibling-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 **Division** will grant a leave of one (1) day with pay or time off with pay to attend the funeral.

19.02 Provided that an employee has not received leave for the death in question, the employee shall be entitled to bereavement leave up to a maximum of one (1) day with pay for attending a funeral as a pallbearer.

19.03 In all cases, the employee shall notify the Secretary-Treasurer or designate prior to taking such leave.

19.04 Under extenuating circumstances, an employee may apply to the Division, in writing, for an extension of time and the decision will be left with the Division.

ARTICLE 20 - JURY DUTY

Any employee who is subpoenaed to serve as a juror or court witness shall be paid **their** regular salary. The employee shall make **themselves** available for duty at **their** job during regular hours when **they** 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 21 - 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 **their** regular wages.

ARTICLE 22 - SCHEDULE OF WAGES

	Step	Effective January 1, 2022: One-time increase of 0.6%	January 1, 2022 3.3%	January 1, 2023 2.25%	January 1, 2024 2.00%
Receptionist	1	18.87	19.49	19.93	20.33
	2	19.77	20.42	20.88	21.30
	3	20.67	21.35	21.83	22.27
	4	21.55	22.26	22.76	23.22
	5	22.48	23.22	23.74	24.22
	6	23.75	24.53	25.09	25.59
	7	24.22	25.02	25.58	26.09

Accounts Payable Assistant	1	18.87	19.49	19.93	20.33
	2	19.77	20.42	20.88	21.30
	3	20.67	21.35	21.83	22.27
	4	21.55	22.26	22.76	23.22
	5	22.48	23.22	23.74	24.22
	6	23.75	24.53	25.09	25.59
	7	24.22	25.02	25.58	26.09

Sub Booking Clerk	1	18.87	19.49	19.93	20.33
	2	19.77	20.42	20.88	21.30
	3	20.67	21.35	21.83	22.27
	4	21.55	22.26	22.76	23.22
	5	22.48	23.22	23.74	24.22
	6	23.75	24.53	25.09	25.59
	7	24.22	25.02	25.58	26.09

Secretary*	1	19.87	20.53	20.99	21.41
	2	20.77	21.46	21.94	22.38
	3	21.67	22.39	22.89	23.35
	4	22.55	23.30	23.82	24.30
	5	23.49	24.26	24.81	25.30
	6	24.76	25.57	26.15	26.67
	7	25.23	26.06	26.65	27.18

* special adjustment of \$1.00/hour applied to all steps of the Secretary salary grid, effective the first day of the Collective Agreement

School Accountant LSRCSS	1	21.23	21.93	22.43	22.87
	2	21.68	22.40	22.90	23.36
	3	22.97	23.73	24.26	24.75
	4	23.88	24.67	25.23	25.73
	5	24.73	25.55	26.12	26.65
	6	25.63	26.48	27.07	27.62
	7	26.46	27.34	27.95	28.51

Acct. Payable	1	21.86	22.58	23.08	23.55
	2	22.76	23.51	24.04	24.52
	3	23.60	24.37	24.92	25.42
	4	24.53	25.34	25.91	26.43
	5	25.43	26.27	26.86	27.40
	6	26.27	27.13	27.74	28.30
	7	27.15	28.04	28.67	29.25

Painter	1	23.18	23.94	24.48	24.97
	2	24.03	24.82	25.38	25.88
	3	24.93	25.75	26.33	26.86
	4	25.78	26.63	27.23	27.77
	5	26.64	27.52	28.13	28.70
	6	27.51	28.41	29.05	29.63
	7	28.39	29.32	29.98	30.58

General Maintenance	1	23.18	23.94	24.48	24.97
	2	24.03	24.82	25.38	25.88
	3	24.93	25.75	26.33	26.86
	4	25.78	26.63	27.23	27.77
	5	26.64	27.52	28.13	28.70
	6	27.51	28.41	29.05	29.63
	7	28.39	29.32	29.98	30.58

Carpenter Assistant	1	24.47	25.27	25.84	26.36
	2	25.44	26.28	26.87	27.41
	3	26.33	27.20	27.81	28.37
	4	27.25	28.15	28.78	29.36
	5	28.17	29.10	29.76	30.35
	6	29.09	30.05	30.73	31.34
	7	29.96	30.95	31.65	32.28

Apprentice Mechanic	1	20.33	21.00	21.47	21.90
	2	22.48	23.22	23.74	24.22
	3	24.62	25.43	26.00	26.52
	4	26.76	27.64	28.26	28.83

Journeyman Mechanic	1	31.71	32.76	33.50	34.17
	2	32.70	33.78	34.54	35.23
	3	33.64	34.75	35.53	36.24

Lead Mechanic	1	33.99	35.11	35.90	36.62
	2	34.95	36.10	36.91	37.65
	3	35.91	37.10	37.93	38.69

Journeyman Electrician	1	33.94	35.05	35.84	36.56
	2	34.93	36.08	36.89	37.63
	3	35.89	37.07	37.91	38.67

Journeyman Plumber	1	33.94	35.05	35.84	36.56
	2	34.93	36.08	36.89	37.63
	3	35.89	37.07	37.91	38.67

Journeyman HVAC	1	33.94	35.05	35.84	36.56
	2	34.93	36.08	36.89	37.63
	3	35.89	37.07	37.91	38.67

Journeyman Carpenter	1	29.54	30.52	31.21	31.83
	2	30.55	31.55	32.26	32.91
	3	31.49	32.53	33.26	33.92

Painter Supervision		1.90	1.97	2.01	2.05

(3 months when required to supervise)

ARTICLE 23 - RETROACTIVE PAY

23.01 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:

- i) employees who are in the employ of the Division on the date of the signing of this agreement.
- ii) employees who have left the service during the above mentioned period by reason of being laid off by the Division.

- iii) employees who have died while employed by the Division.
- iv) upon written request to the **Division** 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 24 - 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 25 - INCREMENTS

25.01 Regular full-time and regular part-time employees **employed prior to the date of ratification** shall be entitled to an increment on January 1st providing they have successfully completed their probation period.

25.02 Effective the date of ratification, for the purpose of increments, movement from one increment level to another shall occur on the employee's employment anniversary date.

25.03 When an employee changes classification to a higher classified position within the bargaining unit, the start date in the new classification will become the increment date.

ARTICLE 26 - COURSE ALLOWANCE

Criteria required for the payment of Course Allowance:

- course requests are to be approved **in advance** by the Secretary-Treasurer or **their designate**
- approved courses shall relate to the work performed in the classification
- course allowance to include all related expenses, eg. tuition, books, travel.
Receipts shall be provided to the Secretary-Treasurer or designate upon request.

ARTICLE 27 – SAFETY FOOTWEAR ALLOWANCE

Effective the date of ratification, on or about July 1 of each year, the Division shall provide an annual safety footwear allowance of \$175.00 to employees employed in the following classifications, provided they have been employed with the Division for at least 9 consecutive months: Painter, General Maintenance, Carpenter Assistant, Apprentice Mechanic, Journeyman Mechanic,

Lead Mechanic, Journeyman Electrician, Journeyman Plumber, Journeyman HVAC, Journeyman Carpenter.

ARTICLE 28 – 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.

ARTICLE 29 - 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, **Association** membership or participation in the lawful activities of the **Association**.

ARTICLE 30 - 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 Division. The **Division** may discipline or discharge any employee who violates this position.

SIGNED AND AGREED ON BEHALF OF THE LORD SELKIRK SCHOOL DIVISION
BOARD OFFICE STAFF ASSOCIATION THIS 1st DAY OF
September, 2022.

K. Carpenter
PRESIDENT

[Signature]
SECRETARY Vice President

[Signature]
secretary / TREASURER

SIGNED AND AGREED ON BEHALF OF THE LORD SELKIRK SCHOOL DIVISION
THIS 1st DAY OF September, 2022.

[Signature]
CHAIR of The Board of Trustees

[Signature]
SECRETARY-TREASURER

LETTER OF UNDERSTANDING

Letter of Understanding Between Lord Selkirk School Division And Board Office Staff Association

RE: Mechanics operating in the capacity of Spare Bus Drivers

WHEREAS Mechanics, Lead Mechanics, Journeyman Mechanics, and Apprentice Mechanics (“Mechanics”) are represented by the Board Office Staff Association;

AND WHEREAS Bus Drivers are part of a separate bargaining unit and are represented by Unifor Local 191;

AND WHEREAS Mechanics will, on occasion, be directed by the Division to act as Spare Bus Drivers.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Mechanics will be directed by the Division to act as Spare Bus Drivers in unusual or unforeseen circumstances only.
2. If Mechanics are required to act as Spare Bus Drivers, they will be compensated at their normal rate of pay in accordance with the Collective Agreement.

SIGNED AND AGREED ON BEHALF OF THE LORD SELKIRK SCHOOL DIVISION BOARD OFFICE STAFF ASSOCIATION THIS 1st DAY OF Sept, 2022.



BOSA Representative

SIGNED AND AGREED ON BEHALF OF THE LORD SELKIRK SCHOOL DIVISION THIS 1st DAY OF Sept, 2022.



Lord Selkirk School Division Representative