

**PEACE RIVER  
SUPPORT STAFF ASSOCIATION**

**SUPPORT STAFF COLLECTIVE  
AGREEMENT**

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**SEPTEMBER 1, 2005 TO AUGUST 31, 2008**

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**COLLECTIVE AGREEMENT**

**THIS** AGREEMENT is made in triplicate this 4<sup>th</sup> day of OCTOBER, 2006 pursuant to The Labour Act.

**BETWEEN**

**THE BOARD OF TRUSTEES OF THE  
PEACE RIVER SCHOOL DIVISION NO. 10**  
(Hereinafter called the "**Board**")

**OF THE FIRST PART**

**AND**

**THE PEACE RIVER SUPPORT STAFF ASSOCIATION**  
(Hereinafter called the "**Association**")

**OF THE SECOND PART.**

**WHEREAS**, non-instructional personnel of the Board are to be included as members of the Association under the provisions of the Labour Relations Code; and

**WHEREAS** the Board has recognized the Peace River Support **Staff** Association as the sole official **bargaining** agent acting on behalf of all employees covered by the Alberta Labour Board Certificate #214-2005.

**NOW THEREFORE THIS AGREEMENT WITNESSETH**

**ARTICLE 1 - TERM**

- 1.1 **This** agreement will become effective September 1, 2005 and shall remain in force and effect up to and including August 31, 2008 or until varied by collective bargaining as herein provided for.
- 1.2 All provisions of **this** agreement shall be applicable to the entire term of **this** agreement notwithstanding its execution date,
- 1.3 **This** agreement may be reopened **and** modified at **any** time during its term upon mutual consent of the parties in writing.
- 1.4 **Not less than sixty** (60) days **and** not more **than** one hundred and twenty (120) **days** prior to the termination of **this** Agreement either party may give **to the** other party a notice in writing of its intention to **commence** collective bargaining.

- 1.5 The parties will meet within **thirty (30) days** of receipt of the notice to bargain to exchange proposals.

## **ARTICLE 2 - RECOGNITION AND COVERAGE OF AGREEMENT**

- 2.1 The Board hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in 2.2 and the Association recognizes ~~the~~ responsibility of representing the interest of all such employees.
- 2.1.1 The Association shall have the right at anytime to have the assistance of a business agent when dealing ~~with~~ or negotiating with the Board.
- 2.2 The bargaining unit to which **this** agreement is applicable, is all employees covered by Alberta Labour Board Certificate #214-2005.
- 2.3 All salaries, allowances, terms and benefits, unless otherwise provided for in **this** agreement, shall be pro-rated for each staff member subject to this agreement on ~~the~~ basis of the proportion of ~~their~~ required service to full-time service.
- 2.4 Whenever **the** masculine or feminine is used in this Agreement, it shall **be** considered to refer ~~to~~ either gender except in article 20 where it clearly relates to the feminine.
- 2.5 It **is** the responsibility of each employee to at all times be familiar with the terms and conditions of employment as addressed in this collective agreement.

## **ARTICLE 3 - RIGHTS OF THE BOARD**

- 3.1 The Association acknowledges that it shall be the exclusive right of the **Board** to operate **and** manage the business in **all** respects, unless otherwise provided by this Collective Agreement. **The** Board reserves all rights not specifically restricted or limited by the provisions of this Collective Agreement including the right to:
- a. maintain order, discipline and efficiency;
  - b. make or alter, ~~from~~ time to time, rules and regulations, to be observed by Employees, which are not in conflict ~~with~~ any provision of **this** Collective Agreement;
  - c. direct the working force and to create new classifications and work **units** **and to determine** the number of Employees, if **any**, needed ~~from~~ time to time in any work unit(s) or classification(s), and to determine whether or not **a** position will be continued or declared redundant;
  - d. **hire**, promote, transfer, layoff, recall and to demote, discipline, suspend or discharge for proper and sufficient cause.

- 3.2 The Board shall not discriminate against any member of the Association, or intimidate or coerce because the member
- 3.2.1 has testified or otherwise participated in or may testify or otherwise participate in a proceeding authorized or permitted under this collective agreement or in a proceeding under the Labour Relations Act,
- 3.2.2 has made or is about to make a disclosure that the member may be required to make in a proceeding authorized or permitted under this collective agreement or in a proceeding under the Labour Relations Act, or
- 3.2.3 has made an application or filed a complaint under the Labour Relations Act.

#### **ARTICLE 4 – UNION MEMBERSHIP**

- 4.1 All employees covered by this agreement shall be required to pay Association dues, The Board shall make known to all prospective employees the existence of the Association.
- 4.2 The Association shall advise the Board in writing of my change in the amounts of dues to be collected by the Association from the employees covered by this agreement. Such notice shall be communicated to the Board at least thirty (30) days prior to the effective date of the change.
- 4.3 The Board, as directed by the Association in writing, shall deduct the amount of the Association dues from the pay of all employees covered by this agreement. The deductions remitted shall be accompanied by particulars identifying each employee by name and classification and if a new employee, showing starting date of employment.
- 4.4 No Employee within the bargaining unit shall be required or permitted to make a written or verbal agreement with the Board or any of its officers which may conflict with this Collective Agreement.

#### **ARTICLE 5 - TASK ASSIGNMENTS**

- 5.1 While the Board will attempt, as far as possible, to assign the employee to tasks for which the employee has been trained, no part of this agreement shall be construed as meaning that an employee shall do only tasks of the classification in which he/she is employed nor shall any part of this Agreement be construed as meaning that certain tasks shall be performed only by certain classified employees.

## **ARTICLE 6 - HOURS OF WORK (Also See Schedules I, II, III & IV)**

- 6.1 Each employee is required to record his/her attendance, indicating all periods of absence and reasons for absence on the prescribed **form**. **This** form, **signed** by the supervisor, is to be submitted to the Central Office at the end of every pay period.

## **ARTICLE 7 – OVERTIME AND TIME OFF IN LIEU**

- 7.1. It is understood that, from time to time, **an** employee **may** be required to work in excess of the regular daily and/or weekly hours. **An** employee who is required to work excess hours [**pre-authorized by** the employee's immediate supervisor] shall be paid at 1.5 times the employee's regular rate of pay for such hours worked that are in excess of 8 hours per day or 44 hours per week, whichever is greater. For other excess hours, the regular rate of pay shall apply. An employee may apply, and the Board may approve, the accumulation of such excess hours to be taken as "time off in lieu". Hours worked up to 8 hours per day or 44 hours per week, whichever is greater, shall accumulate at the straight time rate. Hours in excess of 8 hours per day or 44 hours per week, whichever is greater, shall accumulate at the overtime rate. Time credits unused as of Sept. 1 of every school year shall be paid out at the appropriate rate.

## **ARTICLE 8 - GENERAL HOLIDAYS**

- 8.1 Employees shall be entitled to General holidays and general holiday pay as per Alberta Employment Standards Code governing General holidays.
- 8.2 Other holidays with pay, may be granted at the discretion of the Board from time to time.

## **ARTICLE 9 – PERSONAL, UNION AND SICK LEAVES OF ABSENCE**

- 9.1 Leave of Absence without pay and benefits may be granted at the discretion of the Board.
- 9.2 **Sick** leave will be granted to an employee for the purpose of obtaining necessary medical or dental treatment or because of accident, sickness or disability. Sick leave with pay shall be granted to a maximum of that employee's accumulated sick leave **at the** beginning of the school year plus the employee's unused entitlement for the current school year. Once the sick leave entitlement has been fully **used**, no further salary or benefits shall be paid by the Peace River School Division.
- 9.3 Unused sick leave of all employees shall accumulate at the completion of each complete year of service with the board to the credit of the employee to a **maximum** of ninety (90) calendar days.

- 9.4 Deduction from salary for unpaid leaves of absences of up to 15 consecutive days shall be as follows:  
For 12 **month** employees 1/260 of annual **salary** per day, for every day of absence;  
For 10 month employees 1/200 of annual salary per day, for every **day** of absence;  
For school secretaries, office managers, info specialists and school based tech assistants, 1/205 of annual salary per day, for every day of absence.
- 9.5 Sick leave shall be earned **on** the basis of two days per month of employment excluding probationary periods.
- 9.6 **An** employee **who** is absent **from** duties to obtain necessary medical or dental treatment or because of accident disability or sickness for a period of more **than** three (3) consecutive working **days** per **month** shall be required to present a medical certificate **within** one week of resuming normal duties.
- 9.7 When **an** employee's tenure of employment is terminated by the Board and when the terminated employee is not rehired by the Board within one hundred twenty (120) calendar days, **all** accumulated sick leave shall be cancelled, When **an** employee leaves **the** employment of the Board voluntarily, accumulated sick leave is cancelled immediately.
- 9.8 An employee returning from extended disability (in excess of 60 working days) may be required to pass a medical **examination** before returning to **duty**.
- 9.9 Union Business
- 9.9.1 In The event that **an** Employee is elected or appointed to the bargaining committee for **the** Union, he shall be **granted** leave at **his** regular rate of pay and benefits for the purpose of attending joint collective bargaining, conciliation or mediation meetings in the establishment of **a** new collective agreement. The Union shall **reimburse** the Board for all pay and benefits **during** the period of absence.
- 9.9.1.1 If **an** accredited representative of the **Union** is **required** to meet with the Board, or attend a **hearing** to discuss a grievance during work hours, he shall be granted leave with pay **and** benefits subject to suitable arrangements with his immediate supervisor concerning **his** own work responsibilities. The Union shall reimburse the Board for all pay and benefits during **the** period of absence.
- 9.9.1.2 If the employee who is grieving is required to attend **an** initial grievance meeting, he shall be granted leave **with** pay and benefits at his regular rate of pay and benefits. For all subsequent absences

the union shall reimburse the Board for all pay and benefits during the period of absence.

**9.9.3** **An** employee who is elected to attend a Union convention, conference, school, or to attend any other Union function or meeting of **the** Association , its affiliated or chartered bodies, or any other labour organization **with** which the Union is affiliated, shall be granted leave of absence with pay **and** benefits, The **Union** shall reimburse the Board for all pay and **benefits** during the period of absence.

## **ARTICLE 10 - PAID VACATION & VACATION PAY**

### 10.1 Twelve month employees

10.1.1 After one year of continuous service, employees shall be entitled to paid **annual** vacations.

**10.1.2** For all employees working on a twelve **month** basis, the length of vacation shall be as follows:

1 year continuous employment: 2 weeks

2-7 **years** continuous employment: 3 weeks

8-15 years continuous employment: **4** weeks

16-25 **years** continuous employment: 5 weeks

26+ years continuous employment: 6 weeks

**10.1.3** A leave of absence without pay **and** benefits, greater **than** 30 calendar **days**, shall not interrupt continuous employment status. However, the leave shall not be counted as time worked for vacation purposes.

**10.1.4** All paid vacation leave must be taken within the 12 **month** period of the yearly entitlement.

**10.1.5** Paid vacation leave shall not be banked from one period **to** another.

10.1.6 Although **an** attempt will be made to accommodate employees' wishes as **to** when they **want** their vacation, it remains the Board's right to schedule vacations to suit the operational needs of the Division.

### 10.2. Other Employees

10.2.1 Vacation pay in lieu of vacation shall be paid monthly.

10.2.2 Employees who terminate employment shall receive **any** vacation pay entitlement due at the time of termination.



10.2.3 All other employees shall receive vacation pay in lieu of vacation at the following rate:

0-1 year continuous employment: 4% gross salary

2-7 years continuous employment: 6% gross salary

8-15 years continuous employment: 8% **gross** salary

16-25 years continuous employment: 10% gross salary

26+ years continuous employment: 12% **gross** salary

Continuous employment is not affected by the length of the work day or the hours worked per week.

## **ARTICLE 11 - PROBATIONARY PERIOD**

11.1 Each new employee shall serve a 90 calendar day probationary period before being eligible for **the Sick Leave** provisions, **the Maintenance of Membership** provisions, or the **Benefits** provisions of this agreement. At the conclusion of the 90 **day** probationary period the terms of the entire agreement shall apply.

## **ARTICLE 12 – PROMOTIONS & PLACEMENT PROCEDURE**

12.1 When the Board is filling a permanent position, applications from current permanent employees **who** are part of the bargaining Unit shall be considered at the same time **as** all other applicants. Where the Board **has** evaluated ability and required qualifications to be relatively **equal** between **two** [2] or **more** candidates, the senior applicant shall be awarded the position.

12.2 The Board shall post vacant or newly created positions for seven (7) calendar days.

12.3 Promoted employees shall be on a **trial** period of **sixty** (60) **days worked**. Should the employee **be** unsatisfactory in the new position, he/she shall revert **to the** old position **and** wage **rate**. During this trial period, the employee's former position shall be 'back-filled' on a casual basis.

12.4 In promotion of employees where the Board **has** evaluated ability **and** required qualifications to be relatively **equal**, the senior applicant **shall** be awarded the position.

12.5 Simultaneous to media advertising, a notice of intention to fill any job position, be it **regular** or temporary, or copy of the advertisement, in any position defined under Article 2.2, of **the** Agreement, shall be posted on **staff** bulletin boards during the school year.

## **ARTICLE 13 – SENIORITY**

13.1 Seniority is defined as the length of service in the permanent employ of the Board from the last date of hire and shall be used **as** a factor in determining promotions, transfers, demotions, lay-offs and recall. Seniority for all

employees shall be based on hours worked. The Board shall maintain a seniority list showing the date upon which an employee's service commenced. **An** up-to-date seniority list shall be sent to the Union in September of each year. After the completion **of** the probationary period, seniority shall be effective from the **original** date of employment,

- 13.2** **An** employee shall only lose his/her seniority in the event:
- (a) He/she is discharged for just cause and is not reinstated.
  - (b) He/she resigns in writing.
  - (c) He/she is laid off for a period greater than 12 consecutive months.
  - (d) He/she is absent from work for a period greater **than 18** consecutive months on WCB or LTD claim.

#### **ARTICLE 14 – LAY-OFF AND RECALL**

- 14.1** In the event of a lay-off, where ability and qualifications are, as determined by the **Board**, relatively equal **within** a classification, the Employee with the least seniority in the school shall be the first laid **off**.
- 14.2** In the event of a recall, where ability and qualifications are, **as** determined by the Board, relatively equal, **the** Employee with the most **seniority** in the school shall be **the** first recalled.
- 14.3** Employees may be placed on lay-off with seventy-two **(72)** hours notice in the event of a labour dispute between the Board and its school employees represented by another bargaining agent.

#### **ARTICLE 15 - GRIEVANCE PROCEDURE**

- 15.1** The following grievance procedure is in accordance with the requirements of the Labour Relations Code, and provides for the peaceful settlement of **any** differences arising **from** the interpretation, application or operation **of this** agreement, including any question as to whether the differences are arbitrable, **and** shall be dealt with **as** follows:
- 15.1.1. Such grievance shall first **be** discussed by the aggrieved within 15 days **from** the date of the incident giving rise **to** the grievance, or from the date the aggrieved first had knowledge of the incident, whichever is later, with the Secretary-Treasurer of **the** Board, either directly or through **the** Peace River Support **Staff** Association, with **the** objective of resolving the matter informally.
  - 15.1.2. If **the** aggrieved **is** not satisfied with the disposition **of** the grievance **or if** no decision has been rendered within ten days after **the** presentation of the grievance to the Secretary-Treasurer, the aggrieved shall file the grievance in writing to the Secretary-Treasurer of the Board **and** the Secretary of the

Peace River Support Staff Association. Such written submission shall be made within **15 days** after the grievance was first presented. Such submission shall set out particulars regarding the nature of the grievance, the articles of this agreement which is alleged to have been violated, and the remedy sought.

15.1.3. In the event the grievance is not settled within fifteen (**15**) days from the date of the submission in accordance with 12.1.2, then within a further period of five (**5**) days the grievance shall be referred in writing to the Grievance Committee.

- a) Such Grievance Committee shall consist of two (**2**) representatives of ~~the~~ Association and two (2) representatives of the Board.
- b) This Grievance Committee shall meet and endeavor to resolve the grievance and shall render its decision within fifteen (**15**) days following the receipt of the submission to the Grievance Committee.
- c) If the majority of the Grievance Committee reaches a decision as to ~~the~~ disposition of the grievance, that decision shall be final and **binding on** both parties. A ~~majority~~ decision shall be the decision of three (**3**) members of the Grievance Committee.

15.1.4 The board and the Association agree to consider "GrievanceMediation" **as** an alternative disputes resolution process for those issues that have been or ~~may~~ be referred to an Arbitration Board. Grievance Mediation shall be entered **into** by mutual consent in writing **and further, unless** mutually agreed otherwise in writing, the results of such mediation are not binding nor do they preclude continuing with the arbitration process. Selection of a Mediator shall be completed by mutual agreement between the Board and the Association. Each party to the grievance mediation shall bear in equal proportions the expense of the Mediator.

15.1.5 In the event the Grievance Committee does not render its decision within fifteen (**15**) **days** following receipt of the submission, or in the event that the committee does not reach a majority or **unanimous** decision within the said time limitation, then either party may by written notice to ~~the~~ other party require the establishment of an arbitration board as hereinafter provided.

- a) Such notice must be given within ten (10) days ~~after~~ the date of the Grievance Committee decision or the date of the **fifteen (15)** day time limitation in 12.1.3 expires, whichever is the shorter period.

- b) Concurrently with the notice by the party requiring the establishment of **an** arbitration board, the party shall name its nominee to the Board, and the recipient of the notice shall within five **(5)** days of receipt inform the other party of its nominee to the **Board**.
- c) The two **(2)** nominees so appointed shall within five **(5)** days of the appointment of the second of them, appoint a third person who shall be Chairperson of the arbitration board. In **the** event of failure to agree on the appointment of a Chairperson, **any** party may request the Minister of Labour to make the necessary appointments.

15.1.6 The arbitration board shall hear and determine the grievance and shall issue an **award** in writing not later **than** fifteen **(15)** days after commencement of the hearings. The time period may be extended **by** the **written** consent of the parties.

- a) Such award shall be final and binding upon the parties and any employee affected by it,
- b) The decision of a majority of the arbitration board **is the** award of the board, but where there is no majority (or **unanimity**) the decision of the Chairperson governs and shall be deemed to be the award of the board.
- c) The arbitration board by its decision shall not alter, amend or change the terms of **this** agreement,
- d) Each party to **the** grievance shall bear in equal proportions the expense of the Chairperson.
- e) All the time limitations in **this** article shall be exclusive of Saturdays, Sundays and other holidays.

**15.2** The purpose of **this** Grievance procedure is to ensure the Grievance is processed in **an** expeditious manner. Therefore, compliance with the grievance provisions is mandatory. In the event that a party fails to take the necessary action within the time limits specified (except in respect of appointing persons to **an** arbitration board), **the** grievance shall be considered abandoned.

**15.3** If the respondent fails to comply with the provisions the grievance may be processed to the next step. If the grievor fails to comply with the provisions, the grievance shall be considered abandoned.

15.4 Any of the time limits contained in **this** Article may be extended by the mutual consent of the parties.

#### **ARTICLE 16 - SALARY SCHEDULE REFERENCE**

16.1 Salaries for employees subject to this agreement, during the term of **this** agreement **are** contained in Schedules attached hereto and by **this** reference incorporated herein.

16.2 If the employee commences **on** or before the **fifth** (5th) working **day** of the month, salary adjustments **and** benefits become effective the first (1st) **day of** the fourth (**4th**) pay period, following the date **of** employment.

16.3 If the employee commences on the sixth (**6th**) working day of the **month**, or later, salary adjustments and benefits will be effective the first (1st) **day** of the **fifth** (5th) pay period following the date of employment.

16.4 The adjustment date for change in the number of increments shall be at the beginning of the school year and February 1.

16.5 A part time employee (Educational Assistants, Information Specialists, Office Managers **and** Secretaries, Secretaries and School Based Technician Assistants) must actually work for a total of 1050 hours since they last received an increment to qualify for **an** increment.

16.6 An experience increment shall be **gained by** an employee under contract who **has** actually worked 1050 hours within a period of three consecutive employment years.

16.7 An experience increment gained will be applied on **the** next employment year following the employment year in **which** the 1050 hours were accumulated. The unused portion of the accumulated hours over and above the 1050 hours will be credited **to** the next increment.

16.8 Notwithstanding Article 16.6, employees are entitled to **only** one experience increment per employment year.

(Employment year in Articles 16.4, 16.5, **16.6**, & **16.7** shall mean anniversary date of employment)

16.9 Extended leaves of absence shall not be counted as time worked for incremental purposes.

#### **ARTICLE 17 - BENEFITS (See Schedule I, II, III, & IV)**

- 17.1 Effective **the** first month after ratification of this agreement the Board shall contribute to **a** medical plan in accordance with Schedule I, II, III **and** IV.
- 17.2 Except as set out in Schedules I, employees employed less than full time shall receive premium contributions prorated based on the full time equivalency rate applicable to **that** category. (At no time shall the Board's contributions exceed the premium payable).
- 17.3 Subject to **the** master policies of the insurance plan, membership in all plans listed shall be **a** condition of employment for support **staff** working .5 fte or greater and is not available for any support staff working less **than** .5 fte. **This** provision does not apply to Alberta Health Care coverage. An employee **may** waive participation in the plan by stating she/he has coverage through her/his spouse and filling out **a** waiver card to that effect.
- 17.4 The board shall retain both the employer's share and the employee's share of any rebate due under the *Employment Insurance Commission Act* or regulations.

#### **ARTICLE 18 - LIAISON COMMITTEE**

- 18.1 There shall be a committee consisting of three representatives of the Association and three representatives of the Board known as the Liaison committee. The committee shall meet at least three times during the school year to discuss matters of **mutual** interest **and** concern.

#### **ARTICLE 19 - NORTHERN TRAVEL BENEFIT**

- 19.1 Provided that all requirements of Revenue Canada have been met, for the purposes of **this** agreement, \$4,000.00 (or such maximum amount allowed by Revenue **Canada**) of the annual salary as set out by this Agreement shall be considered to be a Travel Assistance Benefit paid in a designated area as defined by Revenue Canada and shall be indicated **as** such in the appropriate box on the Annual T4 slip. The provision of this benefit shall in no fashion add to the cost of salary or benefits to the Board.

#### **ARTICLE 20 - MATERNITY – PARENTAL LEAVE**

- 20.1 Maternity leave shall be for a period of up to 15 weeks. in addition to maternity leave, a parent may **take** an additional 37 weeks for parental leave pursuant to Alberta Employment Standards. If the mother takes the parental leave, this leave shall occur **in** a contiguous fashion with the maternity leave.
- 20.2 The health related portion of each employee's maternity leave shall be as determined by medical documentation with such leave beginning the day the employee begins the leave regardless of whether this date is the date of delivery

or several weeks in advance of the delivery date but in no instance shall this date be more than eight weeks in advance of the delivery date.

- 20.3** The Board **will** register and implement a 95% Supplementary Unemployment Benefits (S.U.B.) plan which each employee shall access for pay during the health-related portion of her maternity leave. The Board shall pay its portion of each employee's benefit plan premiums during the health-related portion of her maternity leave. **The** remainder of the maternity leave not covered by **the** health-related portion shall be without pay and benefits. S.U.B. shall be payable for a maximum of 17 weeks or for the period covered by accumulated sick leave, whichever **is** less. The Board shall advise each employee to apply for E.D.B. benefit at least 30 days in advance of her expected eligibility for such benefit. After 90 consecutive calendar days of disability the employee shall apply for E.D.B. benefits and no further salary, benefit contributions, or S.U.B. shall be payable.
- 20.4** Each employee shall endeavour to notify the Board of her leave requirements three **months** in advance, however, she shall give the Board at least two weeks notice of the day **on** which she intends to commence maternity leave. In each case maternity leave must commence no later than the expected date of deliver. **Such** notice shall be in writing.
- 20.5** Prior to the leave commencing, each employee shall endeavour to provide the Board with the date she plans on returning to work, however, she shall give the Board at least four weeks notice of the **day** on which she intends to work. Such notice shall be in writing.
- 20.6** An employee returning **from** maternity leave may be required to pass **a** medical examination before returning to duty.
- 20.7** **An** employee may be required to submit medical certificates in order **to** receive the S.U.B.

## **ARTICLE 21 - SUBROGATION**

### **21.1** Definitions:

- 21.1.1** Cost of Absence means the total remuneration paid by the **Board** during **a** period when **the** employee was absent from work.
- 21.1.2** Interest means interest calculated in accordance with the provisions of the Alberta Judgement Interest Act, SA 1984, c.J-0.5, and amendments and regulations thereto.
- 21.1.3** Judgement or Settlement means **an** order of a court of competent jurisdiction or **an** agreement whereby the employee agrees to accept any

sum of money representing past or future loss of remuneration, either by lump sum, periodic payments (s), or through the purchase of an annuity, or any of them.

21.1.4 Remuneration means the salary, allowances, benefit premiums, and other monies paid to or in respect of the employee by the Board.

21.1.5 Employee means a employee in respect of whom the Board has incurred a Cost of Absence, and includes the employee's Personal Representative, Trustee, **Guardian** or the Estate of the deceased employee.

21.2 **In** the event that the Board incurs a Cost of Absence as a result of an act or omission of a third party, the Board is subrogated to any right or recovery of the employee from the third party in the amount of the Cost of Absence and without restricting the generality of the foregoing, the following provisions apply:

21.2.1 The employee shall advise the Board in advance of the employee's intention to initiate any claim in which an act or omission of a third party has resulted in the Board incurring a Cost of Absence;

21.2.2 the employee shall upon request by the Board include the Cost of Absence, as calculated by the Board, in the employee's claim;

21.2.3 **the** Board shall have the right (but not the obligation) to maintain **an** action in **the** name of **the** employee and engage a solicitor (including the employee's solicitor) to recover the Cost of Absence;

21.2.4 the employee agrees to cooperate with the Board and to provide, at the Board's expense, all loss of income records, transcripts, loss of income reports and information with respect to **the** calculation or allocation of damages, and attend examinations for discovery or assist as a witness where required;

21.2.5 **the** employee will not settle his/her claim without the prior written consent of the Board **as** to the amount of the Cost of Absence to be recovered by the Board;

21.2.6 upon resolution of the amount of the Cost of Absence payable to the Board, the Board **may, upon** default of payment **by** the employee following demand **by** the Board offset the agreed upon amount of the **Cost** of Absence payable to the employee by the Board;

21.2.7 the employee shall not release any third party from the Cost of Absence without the consent of the Board; and

21.2.8 **the Board's** consent to settlement shall not be unreasonably withheld,



- 21.3 When as a result of Judgement or Settlement with the consent of the Board, the employee recovers a sum equal to all of the Cost of Absence, the employee shall, as of the date of Settlement or Judgement, pay the full Cost of Absence recovered to the Board plus interest, less a proportionate share of legal fees payable thereon by the employee to his/her solicitor with respect to such recovery.
- 21.4 When as a result of Judgement or Settlement with the consent of the Board, the employee recovers a sum equal to a portion of the Cost of Absence, the employee shall as of the date of Settlement or Judgment, pay to the Board, the amount of the Cost of Absence recovered plus interest, less a proportionate share of legal fees payable thereon by the employee to his/her solicitor with respect to such recovery.
- 21.5 The employee will upon request by the Board execute such documents and agreements as may be required or deemed desirable by the Board to give effect to the provision of this article.
- 21.6 In exercising any of its rights under this clause, the Board shall have due regard for the interests of the employee.
- 21.7 When as a result of Judgment or Settlement with the consent of the Board, the employee recovers a sum equal to all of, or a portion of the Cost of Absence, and where the Employee has paid to the Board the Cost of Absence (whether all or a portion), the Board shall reinstate to the employee the number of sick days used during the absence in an amount equivalent to the proportion of the Cost of Absence recovered (whether all or a portion).

IN WITNESS WHEREOF the parties have executed this Agreement this 4th  
day

of OCTOBER, 2006.

**THE PEACE RIVER SUPPORT STAFF ASSOCIATION**

*Cynthia*  
per: President

*Harriet Johnson*  
per: Chairperson  
Employees' Negotiating Committee

**THE BOARD OF TRUSTEES OF THE PEACE RIVER  
SCHOOL DIVISION NO. 10**

*Bob Burton*  
per: Chairman

*[Signature]*  
per: Secretary-Treasurer

**Schedule I – Educational Assistants, Office Managers, Secretaries, Information Specialist, School Based Technicians**

**Category Definitions:**

1 – “Educational Assistants” applies to persons designated by the Board as E.C.S. Assistants Special Needs Assistants and Teaching Assistants (1400 hours paid over 12 months )

2 – “Information Specialist” applies to persons designated by the board as School Librarians (1435 hours paid over 12 months)

3 – “Secretaries” applies to persons designated by the board as School Secretaries (1435 hours paid over 12 months)

4 – “Office ~~Managers~~ and Secretaries” applies to persons designated by the board as School Office Managers (1435 hours paid over 12 months)

5 - ”School Based Technicians” applies to persons designated by the Board as School Based Technicians (1435 hours paid over 12 months)

Effective September 1, 2005 – 2.75%

		1	2	3	4	5
1	Educational Assts	18938	20288	21616	23032	24326
2	Info Specialists	19615	20983	22423	23776	25222
3	Secretaries	22045	23390	24742	25397	26167
4	Office Mgrs & Sec	22750	24140	25540	26215	27011
5	School Based Tech Asst.	26506	28090	29672	31254	32838

Effective January 1, 2006 – 1.00%

		1	2	3	4	5
1	Educational Assts	19127	20491	21832	23263	24569
2	Info Specialists	19811	21192	22647	24014	25474
3	Secretaries	22265	23624	24990	25651	26429
4	Office Mgrs & Sec	22977	24381	25795	26477	27281
5	School Based Tech <b>Asst.</b>	26771	28371	29969	31567	33166

Effective September 1, 2006 – 4.00%

		1	2	3	4	5
1	Educational Assts	19892	21311	22705	24193	25552
2	Info Specialists	20604	22040	23553	24975	26493
3	Secretaries	23156	24569	25989	26677	27486
4	Office Mgrs & Sec	23896	25357	26827	27536	28372
5	School Based Tech Asst.	27842	29506	31168	32830	34493

Effective September 1, 2007 – 4.25%

		1	2	3	4	5
1	Educational Assts	20738	22216	23670	25221	26638
2	Info Specialists	21479	22977	24554	26036	27619
3	Secretaries	24140	25613	27094	27810	28654
4	Office Mgrs & Sec	24912	26434	27967	28706	29578
5	School Based Tech Asst.	29026	30760	32492	34225	35959

Effective January 1, 2008 – 0.25%

		1	2	3	4	5
1	Educational Assts	20790	22272	23729	25285	26705
2	Info Specialists	21533	23034	24616	26101	27688
3	Secretaries	24201	25677	27161	27880	28726
4	Office Mgrs & Sec	24974	26500	28037	28778	29652
5	School Based Tech Asst.	29098	30836	32573	34311	36049

The above salary grids include general holiday pay.

**Education Recognition** Increments:

**Within** six months from date of ratification by the parties, the Board shall provide to the Association a list of accredited training programs that may be considered for eligibility for the Education increment. **This** list is not intended to be all inclusive, but rather to provide a **standard** for assessment of relevant training programs. To improve their understanding and maximize opportunities for the increment, employees are advised to seek prior approval for such training. This information would be reviewed and updated as required.

Additional increments **may** be earned for relevant education completed by the employee as follows:

Educational Assistants:

\$1100.00 education increment for SNA and TA positions upon successful completion of a recognized program of studies that supports the SNA/TA role, such program to have a minimum of 234 hours of course work (i.e. University of Calgary Teacher Assistant Certificate Program). \$550 Education increment upon successful completion of one half of the program of studies being completed by the staff member.

information Specialist

\$1100.00 education increment for Library staff positions upon successful completion of a recognized program of studies that supports the Librarian role, such program to have a minimum of 192 hours of course work (i.e. SAIT Library Operations Assistant program). \$550.00 Education increment will be granted following successful completion of one half of the program of studies being completed by the staff member.

Office  
Managers &  
Secretaries

\$1100.00 Education increment for office staff positions upon successful completion of a recognized program of studies that supports the business administration role of office personnel, such program to have a minimum of 600 hours of course work (i.e. SAIT Business Administration Certificate Program). \$550.00 Education increment will be granted following successful completion of one half of the program of studies being completed by the staff member.

Staff members are reminded that it is their responsibility to provide information that substantiates they have completed the program prior to receiving the education increment.

The examination of equivalencies shall be conducted by the office of the Secretary-Treasurer with such examination reviewing the program of studies of the program that is claimed to be equivalent: The staff member requesting recognition of the equivalency is responsible for providing the detailed information required to make this determination, such detail to include but not be limited to detailed course descriptions and the number of hours required to complete the program.

**Service Recognition Increments:**

Employment for the purpose of services recognition increments shall not be affected while employees are on leave due to illness or disability for a period of less than one year.

6-10 Years	\$200.00 per year
11-15 Years	\$350.00 per year

16-20 Years	\$500.00 per year
<b>21-25</b> Years	<b>\$650.00 per year</b>
26 + Years	<b>\$850.00 per year</b>

Benefits

Ail Categories:

The Board shall contribute up to **\$78.65** per month per employee for contribution towards a medical plan. Medical plans may include Blue Cross, Alberta Health Care or coverage through a medical plan carrier **as** established by the Board. The **Board** shall continue to make **the** contributions during July **and** August of each year.

**The** Board shall make the full contribution for any employee with a **.5 f.t.e.** assignment or greater. Employees with an assignment of **less than .5 f.t.e.** shall be subject to **prorating** the benefit.

Office Managers and Secretaries:

Employees in this category shall participate in the Local Authorities Pension Plan.

Pension Plan Contribution:

**The** Board will contribute **50%** of the employees contribution to **an RRSP** up to a **maximum of 1.5%** of **the employees annual salary** for **those** employees not currently in the Local Authorities Pension Plan. The employe shall establish their contribution level **at** the beginning of **the** school year or when they commence employment.

## Schedule II - Maintenance Operations

(2,080 hours paid over 12 months)

The Board will register **and** implement a 95% Supplementary Unemployment Benefits [SUB] Plan which each employee shall apply for and, if eligible, access during the period[s] of apprenticeship **training**. The Board shall pay its portion of each employee's benefit plan premiums during the apprenticeship. **SUB** shall be payable for the period during which an employee is away from normal duties during the apprenticeship training, including the EI waiting period. Each employee accessing this benefit plan does **so** with the understanding **that** he/she is committing to provide **to** the Board twelve consecutive months of service for each term of apprenticeship covered by the Plan, upon completion of the apprenticeship program and is liable for reimbursement **to the Board funds** provided under the plan in proportion to **any** shortfall in service commitment.

The school division shall administer the provision of **and** cleaning of coveralls in accordance **with** administrative practice for ail Schedule II & III employees in the support **staff** department.

Schedule II & III employees shall receive an annual safety and equipment allowance of \$300.00 to be paid on their January paycheque.

### Category Definition:

- 1) Maintenance Repairman I
- 2) Maintenance Repairman II
- 3) Maintenance Repairman III
- 4) Maintenance Repairman IV with Painter certification or Carpenter **uncertified**
- 5) Maintenance Repairman V with Carpenter or Plumbing certification
- 6) Maintenance Repairman VI with Plumbing and **Gas** certification
- 7) Maintenance Repairman VII with Electrical certification

Effective September 1, 2005 ~ 2.75%

		1	2	3	4	5
1	Maint Repairman I	31224	32204	33182	34285	35135
2	Maint <del>Repairman</del> II	35135	35789	36443	37103	37758
3	Maint Repairman III	40366	41695	42975	44286	45590
4	Maint Repairman IV	45590	46570	47548	48523	49502
5	Maint Repairman V	49502	50491	51470	52447	53427
6	Maint Repairman Vi	50360	51215	52070	52920	53777
7	Maint Repairman VII	51215	52070	52920	53777	54629

Effective January 1, 2006 - 1.00%

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1	Maint Repairman I	31536	32526	33514	34627	35487
2	Maint Repairman II	35487	36147	36808	37474	38135
3	Maint Repairman III	40770	42112	43405	44729	46046
4	Maint Repairman IV	46046	47036	48023	49008	49997
5	Maint Repairman V	49997	50996	51984	52971	53961
6	Maint Repairman VI	50863	51727	52590	53450	54315
7	Maint Repairman VII	51727	52590	53450	54315	55175

Effective September 1, 2006 - 4.00%

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1	Maint Repairman I	32797	33827	34854	36013	36906
2	Maint Repairman II	36906	37593	38280	38973	39661
3	Maint Repairman III	42401	43796	45141	46518	47888
4	Maint Repairman IV	47888	48918	49944	50968	51997
5	Maint Repairman V	51997	53036	54064	55090	56120
6	Maint Repairman VI	52898	53796	54694	55588	56488
7	Maint Repairman VII	53796	54694	55588	56488	57382

Effective September 1, 2007 - 4.25%

		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1	<del>Maint</del> Repairman I	34191	35265	36336	37543	38475
2	Maint Repairman II	38475	39190	39907	40629	41346
3	Maint Repairman III	44203	45658	47060	48495	49923
4	Maint Repairman IV	49923	50997	52067	53134	54207
5	Maint Repairman V	54207	55290	56361	57431	58505
6	Maint Repairman VI	55146	56082	57018	57950	58888
7	Maint Repairman VII	56082	57018	57950	58888	59821

Effective January 1, 2008 - 0.25%

	<b>Jan. 1/08 - 0.25%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1	Maint Repairman I	34277	35353	36427	37637	38571
2	Maint Repairman II	38571	39288	40007	40731	41449
3	Maint Repairman III	44313	45772	47177	48617	50048
4	Maint Repairman IV	50048	51124	52197	53267	54342
5	Maint Repairman V	54342	55428	56502	57575	58651
6	Maint Repairman VI	55284	56222	57161	58095	59036
7	Maint Repairman VII	56222	57161	58095	59036	59971



The above salary grids include general holiday pay.

**Shop Lead Hand:**

The Board may designate one or more individuals as a “shop lead hand”. When such a position is designated, the individual that is appointed to that role shall receive an allowance in addition to their regular salary in the amount of \$2,560.00 per year.

**Apprenticeship:**

Apprenticeship wages shall be paid at the rates agreed to in the government apprenticeship contract, plus 5% from the first year experience line of the journeyman rate.

**Educational Recognition Increments:**

Additional increments will be paid to journeymen tradesmen that receive and successfully complete additional training in a complementary trade as follows (approval for enrolling in complementary trade program must be received by their supervisor).

- Successful completion of 1st year apprenticeship \$400 over grid
- Successful completion of 2nd year apprenticeship \$800 over grid
- Successful completion of 3rd year apprenticeship \$1,200 over grid
- Successful completion of 4th year apprenticeship \$1,600 over grid

Training in a complementary trade must be received through a registered apprenticeship program. This does not apply to journeyman tradesman that may have one or two years of apprenticeship training waived as a result of the training they received in their primary trade.

**Service Recognition Increments:**

Employment for the purpose of services recognition increments shall not be affected while employees are on leave due to illness or disability for a period of less than one year.

6-10 Years	\$200.00 per year
11-15 Years	\$350.00 per year
16-20 Years	\$500.00 per year
21-25 Years	\$650.00 per year
26 + Years	\$850.00 per year

**Benefits:**

Alberta Health Care: 61.79% of family rate premium contributed by Board  
Extended Health Care: 61.79% of family rate premium contributed by Board  
Life insurance: 61.79% of premium rate contributed by Board  
Disability: 61.79% of premium rate contributed by Board  
Dental: 61.79% of family rate premium contributed by Board  
Employees shall participate in the Local Authorities Pension Plan  
The Board contributions to benefits in this section shall continue while an employee employed under this schedule is attending apprenticeship training.

### Schedule III - Transportation Operations

(2,080 hours paid over 12 months)

The Board will register and implement a 95% Supplementary Unemployment Benefits [SUB] Plan which each employee shall apply for and, if eligible, access during the period[s] of apprenticeship training. The Board shall pay its portion of each employee's benefit plan premiums during the apprenticeship. SUB shall be payable for the period during which an employee is away from normal duties during the apprenticeship training, including the EI waiting period. Each employee accessing this benefit plan does so with the understanding that he/she is committing to provide to the Board twelve consecutive months of service for each term of apprenticeship covered by the Plan, upon completion of the apprenticeship program and is liable for reimbursement to the Board funds provided under the plan in proportion to any shortfall in service commitment.

The school division shall administer the provision of and cleaning of coveralls in accordance with administrative practice for all Schedule II & III employees in the support staff department.

Schedule II & III employees shall receive an annual safety and equipment allowance of \$300.00 to be paid on their January paycheque.

Effective September 1, 2005 - 2.75%

				1	2	3	4	5
	<b>Bus</b>	Fleet	Maintenance					
1	Technician			49865	50855	51841	52819	53810
2	Lead Bus	Fleet Maint.	Technician	52494	53487	54463	55454	56442

Effective January 1, 2006 - 1.00%

				1	2	3	4	5
	<b>Bus</b>	Fleet	Maintenance					
1	Technician			50363	51364	52360	53347	54348
2	Lead Bus	Fleet Maint.	Technician	53019	54021	55007	56009	57006

Effective September 1, 2006 - 4.00%

				1	2	3	4	5
	<b>Bus</b>	Fleet	Maintenance					
1	Technician			52378	53418	54454	55481	56522
2	Lead Bus	Fleet Maint.	Technician	55140	56182	57208	58249	59286

Effective September 1, 2007 – 4.25%

		1	2	3	4	5
1	Bus Technician	54604	55688	56769	57839	58924
2	Fleet Maintenance Lead Bus Fleet Maint. Technician	57483	58570	59639	60725	61806

Effective January 1, 2008 – 0.25%

		1	2	3	4	5
1	Bus Technician	54740	55828	56911	57983	59072
2	Fleet Maintenance Lead Bus Fleet Maint. Technician	57627	58716	59788	60876	61960

The above salary grids include general holiday pay.

**Apprenticeship:**

Apprenticeship wages shall be paid at the rates agreed to in the government apprenticeship contract, plus 5% from the first year experience line of the journeyman rate.

**Education Recognition increments**

Training in a complementary trade must be received through a registered apprenticeship program. This does not apply to journeyman tradesman that may have one or two years of apprenticeship training waived as a result of the training they received in their primary trade.

Additional Education recognition increments will be paid to journeymen tradesmen that receive and successfully complete additional training in a complementary trade as follows (approval for enrolling in complementary trade program must be received by their supervisor).

- Successful completion of 1st year apprenticeship \$400 over grid
- Successful completion of 2nd year apprenticeship \$800 over grid
- Successful completion of 3rd year apprenticeship \$1,200 over grid
- Successful completion of 4th year apprenticeship \$1,600 over grid

**Service Recognition Increments:**

Employment for the purpose of services recognition increments shall not be affected while employees are on leave due to illness or disability for a period of less than one year.

6-10 Years	\$200.00 per year
11-15 Years	\$350.00 per year

16-20 <del>Years</del>	\$500.00 per year
21-25 <del>Years</del>	\$650.00 per year
26 + Years	\$850.00 per year

**Benefits:**

**Alberta Health Care: 61.79% of family rate premium contributed by Board**

**Extended Health Care: 61.79% of family rate premium contributed by Board**

**Life Insurance: 61.79% of premium rate contributed by Board**

**Disability: 61.79% of premium rate contributed by Board**

**Dental: 61.79% of family rate premium contributed by Board**

**Employees shall participate in the LAPP**

**The Board contributions to benefits in this section shall continue while an employee employed under this schedule is attending apprenticeship training.**

### **Schedule IV - Support Services Clerical**

(1,820 hours per year paid over 12 months)

Applies to all clerical support positions for Transportation and Maintenance Operations

Effective September 1, 2005 – 2.75%

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1 Administrative Support I	<b>27464</b>	<b>28661</b>	<b>29859</b>	<b>31054</b>	<b>32253</b>
2 Administrative Support II	<b>29857</b>	<b>31054</b>	<b>32253</b>	<b>33439</b>	<b>34627</b>
3 Administrative Support III	<b>32828</b>	<b>34038</b>	<b>35245</b>	<b>36435</b>	<b>37613</b>

Effective January 1, 2006 – 1.00%

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1 Administrative Support I	<b>27739</b>	<b>28948</b>	<b>30158</b>	<b>31365</b>	<b>32576</b>
2 Administrative Support II	<b>30156</b>	<b>31365</b>	<b>32576</b>	<b>33773</b>	<b>34973</b>
3 Administrative Support III	<b>33156</b>	<b>34378</b>	<b>35598</b>	<b>36800</b>	<b>37989</b>

Effective September 1, 2006 – 4.00%

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1 Administrative Support I	<b>28848</b>	<b>30106</b>	<b>31364</b>	<b>32619</b>	<b>33879</b>
2 Administrative Support II	<b>31362</b>	<b>32619</b>	<b>33879</b>	<b>35124</b>	<b>36372</b>
3 Administrative Support III	<b>34482</b>	<b>35754</b>	<b>37022</b>	<b>38271</b>	<b>39508</b>

Effective September 1, 2007 – 4.25%

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1 Administrative Support I	<b>30074</b>	<b>31385</b>	<b>32697</b>	<b>34006</b>	<b>35319</b>
2 Administrative Support II	<b>32695</b>	<b>34006</b>	<b>35319</b>	<b>36617</b>	<b>37918</b>
3 Administrative Support III	<b>35948</b>	<b>37273</b>	<b>38595</b>	<b>39898</b>	<b>41187</b>

Effective January 1, 2008 – 0.25%

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1 Administrative Support I	<b>30149</b>	<b>31464</b>	<b>32779</b>	<b>34091</b>	<b>35407</b>
2 Administrative Support II	<b>32777</b>	<b>34091</b>	<b>35407</b>	<b>36709</b>	<b>38013</b>
3 Administrative Support III	<b>36037</b>	<b>37366</b>	<b>38692</b>	<b>39998</b>	<b>41290</b>

The above salary grids include general holiday pay.

**Service Recognition Increments:**

Employment for the purpose of services recognition increments shall not be affected while employees are on leave due to illness or disability for a period of less than one year.

6-10 Years	\$200.00 per year
11-15 Years	\$350.00 per year
<b>16-20 Years</b>	<b>\$500.00 per year</b>
21-25 Years	\$650.00 per year
26 + Years	\$850.00 per year

**Benefits:**

Alberta Health Care: 73.03% of family rate **premium** contributed by Board  
Alberta Blue **Cross:** 73.03% of family rate premium contributed by Board  
Life Insurance: 100% of premium rate contributed by Board  
Disability: 100% of premium rate contributed by Board  
**Dental:** 73.03% of family rate premium contributed by Board  
Employees **in this** schedule shall participate in the Local Authorities Pension Plan.