

Medicine Hat School District No. 76 September/2003 - August/2004

MEDICINE HAT SCHOOL DISTRICT NO 76

Salary agreement made this 10 day of June, AD 2003.

Between the Board of Trustees of the Medicine Hat School District No 76, hereinafter called "the Board" of the first part and the Alberta Teachers' Association, a body corporate incorporated under the laws of the Province of Alberta, hereinafter called "the ATA" of the second part.

NOW THEREFORE, THIS AGREEMENT WITNESS:

Article 1. Recognition

During the currency thereof, this agreement shall be applicable to all teachers employed by the Board, excluding thereout:

- (a) the superintendent
- (b) all associate superintendents.

Article 2. Duration of Agreement

This agreement shall remain in full force and effect from September 1, 2003 and continue in full force and effect to the 31 day of August 2004 and from year to year thereafter, unless either party to this agreement is given notice in writing by the other party, not less than 60 days or more than 180 days prior to the expiry date in any subsequent year. Such notice shall contain particulars of all amendments sought.

Article 3. Salary Schedules

3.1 The Board shall pay all of the teachers in its employ the salaries and allowances as herein set forth and computed.

3.2 The amount of teacher education of a teacher and the length of teaching experience computed as hereinafter provided shall together determine the annual rate of salary to be paid to each teacher employed by the Board. One month's salary shall be considered to be 1/12 of the annual salary rate applicable in that month. Tabulated below are the minimum and maximum salary rates and the experience increments for each year of teacher education.

3.3 Salary Schedule—Effective September 1, 2003

Years of teaching experience	Years of University Education						
	One	Two	Three	Four	Five	Six	
0				41,400	44,150	46,700	
1				43,800	46,550	49,100	
2				46,200	48,950	51,500	
3				48,600	51,350	53,900	

4			51,000	53,750	56,300
5			53,400	56,150	58,700
6			56,300	59,050	61,600
7			59,200	61,950	64,500
8			62,100	64,850	67,400
9			65,000	67,750	70,300
10		50,800	67,900	70,650	73,200
Increment			5x2,400		
			5x2,900		

3.4 Evaluation of Teacher Education

The evaluation of teacher education for salary purposes shall be determined by a statement of qualifications issued by the Alberta Teachers' Association Teacher Qualifications Service in accordance with the principles and policies established by the Teacher Salary Qualifications Board pursuant to the memorandum of agreement dated March 23, 1967, between the Department of Education, the Alberta School Trustees Association and the Alberta Teachers' Association.

3.5 The adjustment date for change in the allowance for teacher education shall be September 1 and February 1 of each year.

3.6 Each teacher claiming additional teacher education and each teacher commencing employment with the Board shall supply to the Board within 45 days from commencement of the school year, or from the date of commencement of duties, a statement of qualifications to be issued by the Teacher Qualifications Service of the Association.

Until the teacher submits the said statement of qualifications, the teacher shall be placed on the salary schedule according to the most recent acceptable statement of qualifications or according to the minimum education requirements for his teaching certificate.

If proof of application for a statement of qualifications is supplied within 45 days, the teacher education shall be paid retroactively to the commencement of employment. If proof of said application is not supplied within 45 days, salary shall be adjusted effective the beginning of the month following the submission of a statement of qualifications.

3.7 No payment for salary adjustments will be considered beyond the terms of the collective agreement within which the claim is initiated.

3.8 Any days in the last week of August forming part of the new school year shall be deemed to be days taught in September and be subject to all terms of the collective agreement in force in the month of September of the new school year.

3.9 Notwithstanding clause 3.3 above, teachers who provide instruction at summer school shall be paid effective September 1, 2003, at a contract rate not less than \$47.50 per instructional hour.

Article 4. Additional Allowances

4.1 Principal's Allowance

- Effective September 1, 2003 - \$2,250 basic plus administrative allowance.

4.2 Administrative Allowances

	September 1, 2003
Up to 100 pupils	\$61.00 per pupil
101 to 200 pupils, an additional	\$33.00 per pupil
201 to 300 pupils, an additional	\$22.00 per pupil
301 to 400 pupils, an additional	\$18.50 per pupil
Over 400 pupils, an additional	\$11.75 per pupil

The minimum allowance paid to a principal shall be the allowance paid to a principal of a school with 150 pupils.

The maximum allowance paid to a principal shall be the allowance paid to a principal of a school with 1,500 pupils.

Pupil count to be as at September 15th of the current year.

(i) For each severely disabled student registered in a school, the pupil count shall be adjusted upwards by 3.7.
(ii) For each mild and moderate disabled student registered in a school, the pupil count shall be adjusted upwards by 1.8.
(iii) For each "integrated occupational program" student and full time equivalent eligible CTS student, registered in a school, the pupil count shall be adjusted upwards by 1.4.

4.3 Vice-principals - First or only vice-principal, 60 percent of the principal's allowance.

4.4 Second and third vice-principals - 50 percent of the principal's allowance.

4.5 Project manager - On the basis of 25 percent of the principal's allowance.

4.6 Consultants - On the basis of 60 percent of the administrative allowance for a school with 300 pupils.

4.7 Department heads - On the basis of 50 percent of the principal's allowance for a school with 150 pupils.

4.8 Team leaders, project leaders and curriculum leaders - On the basis of 25 percent of the principal's allowance for a school 150 pupils.

4.9 Director - On the basis of the allowance of a principal of a school with 200 pupils.

4.10 Coordinator - On the basis of the allowance of a principal of a school with 150 pupils.

Article 5. Substitute Pay

5.1 Substitute teacher means a teacher employed on a day-to-day basis.

5.2 Effective September 1, 2003, substitutes shall be paid \$77.00 per half day, inclusive of holiday pay. A "half day" shall mean the operational time from the commencement of instruction until the lunch break or from the commencement of instruction after the lunch break until the cessation of instruction in the afternoon. In the case of a substitute being employed more that five consecutive days in the same classroom, commencing on the sixth day and each day thereafter, the rate of pay shall be in accordance with training and experience as set forth in clause 3.3.

Article 6. Recognition of Teaching Experience

6.1 Allowance for past experience shall be one step on the schedule for each year of experience to the maximum as provided in the salary grid. The adjustment date for change in allowance for teaching experience shall be September 1 of each school year.

6.2 For purposes of this section before an allowance is paid for experience prior to engagement, the teacher shall be required to submit a certified statement from previous employers to the effect that such experience was in a school under the jurisdiction of a public or separate school board. Notwithstanding the above, the superintendent of schools has the discretion of recognizing other teaching experience which required a teaching certificate if circumstances warrant. Until such evidence is submitted, or if it is not submitted within 90 calendar days after commencement of employment, the Board may evaluate the teaching experience. Any experience recognized by the Board before the signing of this agreement shall continue to be recognized by the Board hereafter.

6.3 A year of teaching experience shall be any one school year during which a teacher, including a substitute teacher, has taught for not less than 120 school days. A teacher, including a substitute teacher, who teaches less than 120 days in a school year, may accumulate an experience increment by combining any two consecutive years of service with the Board, providing that a minimum of 40 days service per year and not less than 120 days service over the two year period be rendered.

Article 7. Specialist Training & Industrial Arts

7.1 Definition: Specialist training shall mean training required to teach a specified CTS course, but is not part of the education or training which has been given credit by a university toward a university program. Experience for specialist training shall mean any trade experience gained after the person has obtained the formal training as outlined in article 7.4 (ii) and (iii) below.

7.2 Application: The provisions of article 7 shall apply only to teachers of specified CTS courses where a demonstrated staffing shortage exists.

7.3 The initial placement allowance shall remain constant throughout the period of employment.

7.4 Training: The professional training of teachers of specified CTS courses shall be evaluated as follows:

(i) Teacher education according to section 3.4 of this agreement and

(ii) A certificate of proficiency in a designated trade (journeyman's certificate) recognized by the Alberta Apprenticeship Board or (iii) Successful completion of a two year course at a school of technology shall be regarded as equivalent to one year of teacher education for salary purposes.

(iv) Technical training not covered by the preceding sections (i), (ii) may be evaluated by a committee consisting of a representative of the Board, a representative of the ATA and the superintendent of schools. Any decision of this committee must be unanimous. The evaluation cannot exceed one year of teacher education beyond the university training evaluated under section 3.4.

Allowance for Vocational Experience

7.5 Upon engagement, an initial experience allowance may be granted. The amount of the allowance shall be determined by a committee consisting of one representative of the Board, the superintendent of schools and two representatives of the ATA. The amount of the allowance must be agreed upon by the unanimous agreement of the committee members.

7.6 The total salary shall not exceed the maximum provided in the respective category of teacher training and shall not exceed that of a teacher on staff with equivalent training and experience.

Article 8. Professional Development

8.1 The Board will establish a professional development account for each teacher under contract as of September 30th.

8.2 The Board will contribute to said account \$1,300 for each principal, director or coordinator, \$1,050 for each vice-principal, \$1,050 for each consultant, and \$600 for each full-time teacher. Part-time teachers shall have an allocation of \$600 prorated to their proportion of time under contract.

8.3 Teachers other than principals, vice-principals and consultants may accumulate money in their account for a period of five years to a total of five times the amount specified above. Principals, vice-principals and consultants may accumulate money for a period of three years.

8.4 A teacher who has not used his/her allocation of money by the end of the specified period shall have all subsequent allocations to his/her account made to the school-based professional development fund. However, as soon as the allocation of funds fall below the total allowed allocation, all additional funds will again be allocated to the individual's account until the total allocation amount is reached.

8.5 When a teacher retires, all funds in his/her professional development account will be allocated to the school-based professional development fund of the school or schools where the teacher last taught.

8.6 A teacher may use the money in his/her account to pay for any professional development activity approved by the superintendent of schools or designate.

8.7 The Board will allocate \$200 per school plus \$75 for each full-time equivalent teacher in that school to provide for professional development or inservice activities within that school. Such activities must be approved by the superintendent of schools or

designate.

8.8 The Board will allocate \$100 for each full-time equivalent teacher for professional development or inservice activities within the district as determined by the superintendent of schools.

Article 9. Leave of Absence

9.1 Personal Leave

A teacher may apply for and receive leave of absence for personal reasons subject to the following conditions.

9.2 With Full Pay

(i) Critical Illness - Critical illness shall mean a life-threatening illness.

For the critical illness or illness requiring admission to hospital intensive care unit of father, mother, husband, wife, son, daughter, brother, sister, parents of spouse and siblings of spouse - not more than five days or until death occurs.

A statement will be required if death does not occur, signed by the teacher, signifying to the critical nature of illness, or the illness requiring admission to a hospital intensive care unit and the qualified medical practitioner's name, address and telephone number who may be contacted to verify the statement. The statement shall contain an authorization allowing the doctor to release information relating to the illness giving rise to the leave to the secretary-treasurer of the Board.

(ii) Death in Family - For the death of father, mother, husband, wife, son, daughter, brother, sister, parents of spouse and siblings of spouse - not more than three days if the funeral is held in the city and not more than five days if the funeral is held outside of the city.

(iii) For the funeral of grandparents, grandchildren and in-laws - two day's leave. If circumstances warrant additional leave, the two days may be extended to a maximum of five days.

(iv) For funeral of uncle, aunt, cousin, nephews, nieces of the teacher or the teacher's spouse - one day's leave.

(v) For acting as pallbearer - half day.

(vi) For the purpose of writing university examinations - one day.

(vii) While participating in university convocation exercises - one day.

(viii) While obtaining citizenship papers at a scheduled session of the court - half day.

(ix) (a) For jury duty or for attending for selection purposes, or any summons related thereto.

(b) To answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses. Provided that the teacher remits to the Board any witness fee or jury stipend excluding allowances and/or expenses set by the court or other body.

(x) For the adoption of a child - two days.

(xi) For paternal leave for the birth of a child - two days.

(xii) For attending to the emergent medical needs, which are not critical, of his/her child, spouse, parent or other person living in the teacher's household—2 days per school year.

(xiii) The superintendent of schools may approve additional compassionate leave under article 9.2 (i) and 9.2 (ii) only.

http://atanotes1.teachers.ab.ca/COLLagree.nsf/6561127806f7f46787256a0e005d4966/c061057429c7b7a... 2004-01-16

9.3 With Loss of Substitute Pay Whether Substitute Required or Not

(a) Temporary leave of absence with pay, providing the Board is reimbursed for the cost of a substitute teacher, shall be granted to teachers.

(i) For attendance at meetings of committees of the Department of Education.

(ii) For attendance at meetings or any function at the request of the provincial or Local Alberta Teachers' Association.

(iii) For any other professional reasons that have been approved by the superintendent of schools.

(b) Temporary leave of absence with pay, of up to six days in a school year, shall be granted to teachers, providing the Board is reimbursed for the cost of a substitute teacher.

(i) For not more than two days in any one school year for an illness of a non-critical nature in the teacher's household.

(ii) For not more than two days in any one school year for some emergency or misfortune demanding his attention.

(iii) Because of impassable roads or the suspension of public transportation or any other cause related thereto beyond the teacher's control.

(iv) For the funeral of a friend of the family - one day.

(v) While officially representing a service club, fraternal organization, church or cooperative - up to five days in any one year.

(vi) For attending post-secondary convocation exercises of a spouse or child - one day.

(vii) While officially representing a federal or provincial political party with a representative in either house, or federal or provincial government committee or delegation - up to five days in any one year. This clause shall not provide time off for campaigning for any elected political office.

(viii) For not more than three days in any one school year for personal reasons.

(ix) For attendance at educational conventions in an official capacity; or for the attendance at civic government meetings or conventions in an official capacity.

Leave under all sections in this clause except for (i), (iv) and (vi) shall not be used to extend the Christmas vacation, Easter vacation or summer vacation periods.

9.4 Maternity Leave

(i) Teachers are entitled to maternity leave without pay for up to two years under the following condition:

(a) The teacher concerned shall obtain and submit a certificate from her physician certifying to her pregnancy and the approximate date of delivery.

(ii) Notwithstanding clause 9.4 (i), the Board will register and implement a supplementary unemployment benefits plan. This plan will provide the teacher with 95 percent of regular salary and allowances and 100 percent benefits under clauses 10.7, 10.8, 10.9 and 10.11 for that portion of the maternity leave which is health related to a maximum of 13 weeks, inclusive of any sick leave which immediately precedes the maternity leave.

(iii) In the event the "health related portion" of maternity leave exceeds 90 calendar days, the eligible employee will make application for extended disability under the same terms and conditions as for any other illness, injury or disability.

(iv) The Board shall maintain employee benefits under clauses 10.8, 10.9 and 10.11 of this agreement for a teacher who is granted leave under article 9.4 to a maximum of the number of weeks which occur while that teacher is covered by *Employment Insurance Statutes* for that leave.

(v) A teacher who is granted leave shall, upon her return, be given a position no less favorable than the one she had before the leave.

9.5 Adoption Leave

A teacher shall be eligible for adoption leave for up to two years without pay under the following conditions:

(a) The teacher shall give the Board six weeks' notice of intent to commence adoption leave.

(b) Normally the beginning of such leave shall be the week of adoption.

(c) Normally the leave shall terminate at the end of the time as required by government regulations or after a holiday or a semester break following the said period of time.

(d) A teacher returning to work from an adoption leave of not more than one year shall be entitled to a teaching position no less favorable than the position the teacher vacated.

9.6 Paternal Leave

A teacher is entitled to paternal leave without pay for up to two years under the following conditions:

(a) The teacher shall provide reasonable notice to the board of his intent to take leave under this article.

(b) A teacher returning to work from paternal leave shall be entitled to a teaching position no less favourable than the position the teacher vacated.

9.7 Days in Lieu

Where the superintendent of schools requires, in writing, a teacher to provide service on a day not in the normal school year, that teacher will receive one "day in lieu" for each such day. Such days worked will not exceed five days for any one school year. If a substitute teacher is required, for classroom teaching, the cost will be covered by the Board.

9.8 Deferred Salary Leave Plan

The Board will establish a deferred salary leave plan which adheres to Revenue Canada requirements.

Article 10. Sick Leave

10.1 Annual sick leave, with pay, will be granted to a teacher for the purpose of obtaining necessary medical or dental treatment because of accident, sickness or disability, in accordance with the following schedule:

(i) In the first year of service with the Board, in accordance with the provisions of the *School Act*. After one year of continuous service - 90 calendar days.

10.2 After 90 calendar days of continuous absence due to medical disability, no further salary nor employee benefits of any kind shall be paid and the Alberta School Employee Benefit Plan shall take effect.

10.3 Where a teacher has suffered an illness and/or has been paid under the provisions of the Alberta School Employee Benefit Plan (clauses 10.7 (i) and 10.2), upon his return to full-time duty, he shall be entitled to an additional sick leave benefit in the current year in accordance with the following schedule to a maximum of:

Less than one year of service - nil. After one year of continuous service - 90 calendar days.

Continuous service shall not be affected by Christmas vacation, Easter vacation or summer vacation.

10.4 When a teacher leaves the employ of a Board, all sick leave shall be cancelled.

10.5 When a teacher remains on a leave of absence for a period exceeding one year, all sick leave shall be cancelled.

10.6 Before any payment is made under the foregoing regulations, the teacher shall provide:

(i) A declaration, on a form to be provided by the Board, where the absence is for a period of three days or less.
(ii) A certificate signed by a doctor who is a member in good standing with the College of Physicians and Surgeons, or a dentist who is a member in good standing with the Alberta Dental Association where the absence is for a period of over three days.
(iii) When the sickness extends for a period of over one month, the employee may, at the discretion of the Board, be called upon to furnish a further medical certificate at the end of each month during the duration of the sickness.

10.7 Alberta School Employee Benefit Plan - Life Insurance and Extended Disability

(i) All teachers under contract, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be covered under the provisions of Plan 2, Plan D, with the employer paying 100 percent of the premium.

10.8 Alberta Health Care Insurance

The Board's contribution to the Alberta Health Care Insurance covering teachers under contract employed by the Board, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be at the rate of 100 percent of the total premium.

10.9 Alberta School Employee Benefit Plan - Extended Health Care - Plan I

The Board's contribution to the ASEBP - Extended Health Care - Plan I covering teachers under contract employed by the Board, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be at the rate of 100 percent of the total premium.

10.10 Employment Insurance Rebates

In consideration of the improvements to the ASEBP - Extended Health Care and the Alberta Health Care Insurance, the employees covered by this contract waive any claims on rebates under the provisions of the *Employment Insurance Act*.

10.11 Alberta School Employee Benefit Plan - Dental Care

Teachers under contract employed by the Board, excluding those receiving disability benefits under the Alberta School Employee Benefit Plan, shall be covered under the provisions of Plan 3 of the Alberta School Employee Benefit Plan - Dental Care, with the Board paying 85 percent of the total premium subject to the following conditions:

(i) The teachers employed by the Board on or before January 1, 1981, may choose not to be covered by the plan.

(ii) Teachers commencing employment with the Board after January 1 of that year shall be covered by the plan. Where there is a duplication of benefit because the spouse of a teacher has the benefit plan or a similar plan, the teacher may be exempted from the condition of employment.

(iii) Any teacher who decides to join the plan after initially opting out of the plan, shall be covered under the plan subject only to conditions provided under the terms of the plan.

10.12 Health Spending Account

The Board will establish for each teacher, other than a substitute teacher, a Health Spending Account, which adheres to Revenue Canada Requirements. Effective January 1, 2003, the Board will contribute an amount equal to one percent of salary and allowances to such accounts.

Article 11. Early Retirement Incentive Plan

11.1 The Board will pay a retirement incentive to all eligible teachers.

(i) Retirement shall mean a teacher must be in receipt of an ATRF pension on the date of payment.

11.2 Eligible teachers shall be all teachers who have been under contract to the Board for a minimum of 10 consecutive years inclusive of the year of retirement and who meet the following conditions:

(a) Teachers who are 55 years of age by June 30.

(b) Teachers who are older than 55 years of age but will achieve a Teacher Retirement Fund index of 85 by June 30.

(c) Teachers who are older than 55 years of age, but have not achieved a Teacher Retirement Fund index of 85 by June 30.

In any case, no other teacher shall be eligible.

11.3 Notwithstanding clause 11.2, the Board may, at its discretion, grant a retirement incentive to other teachers.

11.4 The amount of the incentive shall be calculated as follows:

\$25,000 x years of pensionable service of last 10 years/10

11.5 The date of payment of the incentive shall be August 31 following retirement or other time mutually agreeable to the teacher and the secretary-treasurer.

11.6 Eligible teachers must apply to the secretary-treasurer no later than March 31.

Article 12. Grievance Procedure

12.1 Any difference between any employee covered by this agreement and the Board, or in a proper case between Local No 1 of the Alberta Teachers' Association and the Board concerning the interpretation, application, operation or alleged violation of this agreement and further, including any dispute as to whether the difference is arbitrable, shall be dealt with as herein provided, without stoppage of work or refusal to perform work.

12.2 Such difference (hereinafter called "a grievance") shall first be submitted in writing to the secretary-treasurer of the Board and to the Economic Policy Committee chair Local No 1 of the Alberta Teachers' Association, as the case may be. Such written submission shall be made within 15 days from the date of the incident giving rise to the grievance or from the date the grievor first had knowledge of the incident, whichever is later. Such grievance shall set out the nature of the grievance and the articles of this agreement which it is alleged have been violated.

12.3 In the event the grievance is not settled within 15 days after the date of submission of the grievance in accordance with the above procedure, then on or before a further five days have elapsed from the expiration of the aforesaid 15 days time period, the grievance shall be referred in writing to the grievance committee.

12.4 Such grievance committee shall be composed of two representatives of the Board and two representatives of the Local No 1 of the Alberta Teacher's Association. A quorum of this committee shall consist of all members. The grievance committee shall meet and endeavor to resolve the grievance and shall render its decision in respect of the grievance within 21 days following receipt of the submission and shall dispose of each grievance before proceeding to another, except where, by unanimous consent of the grievance committee, the hearing of such grievance is adjourned for the purpose of obtaining further information. If the grievance committee reaches a unanimous decision as to the disposition of any grievance, that decision shall be final and binding.

12.5 If the grievance committee does not reach a unanimous or any decision within the said time, then either party may by written notice served on the other party require the establishment of an arbitration board as hereinafter provided. Such notice must be given within 10 days after the date of the aforesaid 21 day limit expires or the date the grievance committee renders other than a unanimous decision, whichever is shorter.

12.6 Each party shall appoint one member as its representative on the arbitration board within seven days of such notice and shall so inform the other party of its appointee. The two members so appointed shall, within five days of the appointment of the second of them, appoint a third person who shall be the chair. In the event of any failure to appoint a chair, either party may request the

Director of Mediation Services to make the necessary appointment.

12.7 The arbitration board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and to be heard.

12.7.1 The arbitration board shall not change, amend or alter any of the terms of this agreement. All grievances or differences submitted shall present an arbitrable issue under this agreement and shall not depend on or involve an issue or contention by either party that is contrary to any provisions of this agreement or that involves the determination of a subject matter not covered by or arising during the term of this agreement.

12.7.2 The findings and decision of a majority is the award of the arbitration board and is final and binding upon the parties and upon any employee affected by it. If there is not a majority, the decision of the chair governs and it shall be deemed to be the award of the board.

12.7.3 The arbitration board shall give its decision not later than 14 days after the appointment of the chair, provided, however, that this time period may be extended by written consent of the parties. Each party to the grievance shall bear the expense of its respective appointee and the two parties shall bear equally the expense of the chair.

12.8 All of the aforesaid time limits referred to in the grievance procedure shall be exclusive of Saturdays, Sundays and statutory holidays.

12.8.1 In the event, at any stage of the aforesaid procedure (except in respect of appointing persons to the board), the grieving party fails to take the necessary action within the time limit specified, the grievance shall be deemed to be at an end.

12.8.2 Any of the aforesaid time limits may be extended at any stage upon the written consent of the parties.

Article 13. Communications Between the Parties

The parties hereto recognize that there is in existence at the present time a coordinating committee for the purpose of communicating the views of teachers on matters of school affairs to the Board. It is the intention of the parties hereto that the current practices in this regard shall continue during the currency of this agreement.

Article 14. General Clause

When the Board creates any new classification not specified in this agreement to which a teacher will be designated, the allowance, if any, for the new classification shall be negotiated.

Article 15. General Clause

Nothing herein contained shall reduce the salary of a teacher below the amount payable immediately prior to the effective day of this agreement.

Article 16. General Clause

All previous agreements, schedules and regulations between or affecting the parties are hereby cancelled.

Article 17. General Clause

This agreement shall enure to the benefit of and shall be binding upon the parties and their successors. XXX