

2007 11 13

Dated the 15 day of November, 2007 at Edmonton, Alberta.

MEMORANDUM OF AGREEMENT

BETWEEN

Her Majesty the Queen in Right of the Province of Alberta

(the "Government")

and

The Alberta Teachers' Association

(the "Association" or "ATA")

WHEREAS

- a. The Government and the Association entered into an agreement in 1992 regarding the pre-1992 unfunded pension liability;
- b. The Government and the Association wish to reach a permanent resolution to the pre-1992 unfunded pension liability; and
- c. The Government and the Association wish to create a stable learning environment for Alberta students.

NOW THEREFORE, this Agreement witnesses that in consideration of the exchange of mutual covenants herein and for other good and valuable consideration, the Association and the Government (hereinafter referred to as "the Parties") agree as follows:

1. Assumption of the Pre-1992 Unfunded Pension Liability and Changes to Pension Administration

1.1 Providing that (a) the 62 publicly elected School Boards listed in Appendix A and their respective Association Bargaining Units do not take any strike or lock-out action prior to entering into new/revised Collective Agreements and (b) the School Boards and the Association Bargaining Units enter into new Collective Agreements for five-year terms from 2007 09 01 to 2012 08 31 or extend existing Collective Agreements in force to 2012 08 31 as provided in Section 3 of this Agreement, Sections 1.2 to 1.8 shall apply.

1.2 Contributions by the Contributing Active Members of the Teachers' Pension Plan to the pre-1992 unfunded liability (ie, the unfunded liability in respect of benefits attributable to all

pensionable service recognized as at the end of August 1992) shall cease after 2007 12 31 and the Government shall effective 2008 01 01 until the date of separation referred to in Section 1.5, make the additional contributions referred to in Sections 19(5)(a) and (b) of the *Teachers' Pension Plans Act, R.S.A 2000, c. T-1*. The Government shall make the payments commencing 2008 01 01 (retroactively if new/revised collective agreements are not reached until 2008 01 31) until the date of separation referred to in Section 1.5.

1.3 Further, since the good faith payment in the Government's 2007 budget will be used to pay the Contributing Active Members' portion of the pre-1992 contribution to the pre-1992 unfunded liability commencing 2007 09 01 until 2007 12 31, the Government's contributions pursuant to this Agreement to the pre-1992 unfunded liability will be effective 2008 01 01 (retroactively if new/revised collective agreements are not reached until 2008 01 31).

1.4 The Association will not request any pension benefit improvement amendments that increase pension benefit costs attributable to the Government's assumption of the Contributing Active Members' pension contributions to the pre-1992 unfunded pension liability.

1.5 Effective 2009 09 01, or at a later date mutually agreed to by the Parties, the Government will assume all the pre-1992 unfunded liability. At that date, the Teachers' Pension Plan will be separated into two separate funds—one closed plan with respect to service recognized up to 1992 09 01 and one open plan with respect to service recognized after 1992 08 31.

1.6 The Government and the Association will recommend to the Alberta Teachers' Retirement Fund Board that the next valuation of the Teachers' Pension Plan occur on 2009 08 31.

1.7 Notwithstanding Section 20(3) of the Alberta Regulation 204/95, effective 2008 01 01 surpluses from the post-1992 period shall not be used to reduce the pre-1992 unfunded liability.

1.8 With respect to Section 19(8) of the *Teachers' Pension Plans Act, R.S.A 2000, c. T-1*, the Government agrees that the amount borrowed from the post-1992 assets to pay pre-1992 benefits shall not start to be paid back to the post-1992 fund any earlier than 2010 01 01, unless mutually agreed by the Parties. No further loans shall be made from the post-1992 fund to pay pre-1992 benefits effective the date of separation as in Section 1.5 above.

2. Lump-Sum Payment

2.1 Provided that the Association meets its obligations under Section 3 and provided the conditions in Section 5.1 are met, then each teacher included in a collective agreement and employed on a continuing, interim, probationary or temporary contract as at 2008 04 30 will, based on the pro-rata portion of full-time employment since 2007 09 01, receive a lump-sum

payment of one thousand five hundred dollars (\$1,500) gross funded by the Government.

3. Provisions of the Collective Agreements

3.1 The Government's assumption of the Contributing Active Members' pension contributions provided in Section 1 and the necessary operational funding to be paid by the Government to the School Boards will not occur until the said 62 publicly elected School Boards and their respective Association Bargaining Units agree to and ratify new/revised Collective Agreements with terms to 2012 08 31. All said new/revised Collective Agreements must be ratified and in place within 60 days of this Agreement or by 2008 01 31, whichever is later. Nothing in this Memorandum of Agreement restricts the Association or School Boards from making collective bargaining proposals in addition to those set out in Section 3.

3.2 For the first year of the five-year term covered by the said new/revised Collective Agreements, there will be a three per cent increase as provided herein for 2007 09 01 to 2008 08 31, with the exception of the provisions already agreed to in the ATA/Battle River RD No 31 Collective Agreement for 2007 09 01 to 2008 08 31, which will remain in effect as bargained and with the exception of the provisions to be awarded by the Interest Arbitration Board in the dispute between the ATA/Parkland School Division No 70 for the term awarded.

3.3 For the remaining four years of the five-year terms, commencing 2008 09 01, the percentage increase will be the December 31 year-over-year increase to the Alberta Average Weekly Earnings Index as provided in Appendix B, but in no circumstances less than zero.

3.4 The percentage increases for each of the five-year terms covered by the new/revised collective agreements will be limited in application to salaries, rates of pay, allowances and substitute pay under the said new/revised collective agreements. Where those provisions are expressed in dollar amounts and not percentages, the dollar amounts will increase by the applicable percentage.

3.5 The Association agrees that "hours of work/minutes of instruction" collective agreement provisions will not be bargained for by Association Bargaining Units or included in the new/revised Collective Agreements that do not already have those provisions.

3.6 For the School Boards and the Association Bargaining Units that currently have "hours of work/minutes of instruction" collective agreement provisions, no alteration will be made to those existing provisions and those provisions will remain in those Collective Agreements, being: ATA/Edmonton CSSD No 7, ATA/Elk Island CSRD No 41, ATA/Greater St Albert CRD No 29, ATA/St Albert PSSD No 6, ATA/CSFR du Centre-Nord No 2, ATA Conseil Scolaire du Sud de l'Alberta, ATA/Northland SD No 61, ATA/Red Deer CRD No 39, and any provisions, if awarded, by the Interest Arbitration Board in the dispute between the ATA/Parkland School

Division No 70.

3.7 For those School Boards and the Association Bargaining Units that had sunsetting “hours of work/minutes of instruction” collective agreement provisions in effect as of 2007 06 01, being ATA/Calgary RCSSD No 1, ATA/Calgary SD No 19, ATA/Rocky View SD No 41, and the ATA/Edmonton SD No 7 Collective Agreements, regardless of expiry dates, those provisions will remain in effect and only revert to the sunsetting provisions in 2012 (2013 in ATA/Calgary RCSSD No 1). The wording provided in Appendix C of this Agreement will be included in the respective four collective agreements to specifically identify the sunsetting provisions that will come into effect in 2012 (2013 in ATA/Calgary RCSSD No 1).

3.8 In consideration of extending these provisions, the Association Bargaining Units and the four School Boards referenced in Section 3.7 will also include provisions in the respective Collective Agreements that the implementation of the freeze on the sunsetting of the “hours of work/minutes of instruction” collective agreement provisions will operate on a without prejudice basis and will not be considered to be a precedent to adversely affect the rights of either the Association Bargaining Units or the affected School Boards for any purpose.

3.9 Each of the new/revised Collective Agreements is conditional on the Association Bargaining Units reaching agreement with each of the School Boards in Appendix A. If agreement is not reached with all of the School Boards in Appendix A, then the new/revised Collective Agreements are of no effect, the previous Collective Agreements continue in effect and the Association may give notice to each of the School Boards to continue collective bargaining in accordance with the *Labour Relations Code, R.S.A. 2000, c. L-1*.

3.10 There shall be no strike by the Association and no lockout by the School Boards during the term of the said new/revised Collective Agreements to 2012 08 31.

4. Mediation

4.1 The Government shall, upon the request of the Association or a School Board, promptly appoint one or more mediators to assist the Association and the School Boards in agreeing upon new/revised Collective Agreements that would include the terms and conditions set out in Section 3.

5. Requirement for Settlement of all Collective Agreements

5.1 This Memorandum of Agreement is conditional on the ratification within 60 days of this Agreement or by 2008 01 31, whichever is later, by the Association Bargaining Units and all the School Boards in Appendix A of the new/revised Collective Agreements with the provisions

outlined in Section 3. If this condition is not met then the Memorandum of Agreement is terminated and neither of the Parties has any further obligations under the Memorandum of Agreement.

5.2 The Government agrees to use its best efforts to convince School Boards to accept new/revised Collective Agreements with the terms and conditions set out in Section 3 and the Association agrees to use its best efforts to convince its members in each of the Association Bargaining Units to accept new/revised Collective Agreements with the terms and conditions in Section 3.

6. Stable Learning Environment

6.1 In the interests of contributing to stability in the Alberta education system, enhancing professional practice and strengthening their mutual relationship, the Parties agree to establish a consultation committee consisting of representatives from the Government and the Association.

6.2 The Association agrees to implement practice review upon the approval of a practice review bylaw by Provincial Executive Council and the Minister of Education.

7. Amendments to Pension Legislation

7.1 The Government agrees that it shall as soon as reasonably possible make all necessary amendments to legislation necessary to reflect the obligations in the Memorandum of Agreement.

8. Supersedes the 1992 Memorandum of Understanding

8.1 In the event that there is any conflict between the provisions of this Memorandum of Agreement and the provisions of the Memorandum of Understanding between the Government and the Association dated 1992 05 29, then the provisions of this Memorandum of Agreement shall govern.

9. Arbitration

9.1 The Parties agree that any disputes with respect to the interpretation, application or operation of this Memorandum of Agreement, shall be referred to arbitration in accordance with the *Arbitration Act, R.S.A 2000, c. A-43*.

2007 11 13
p 6

SIGNED at Edmonton, Alberta, on the date above.

Her Majesty the Queen in Right of the Province of Alberta

Per *Original Signed by*
Ed Stelmach
Premier

The Alberta Teachers' Association

Per *Original Signed by*
Frank Bruseker
ATA President

SCHOOL JURISDICTIONS

Aspen View Regional Division No 19

Battle River Regional Division No 31

Black Gold Regional Division No 18

Buffalo Trail Public Schools Regional Division No 28

Calgary Roman Catholic Separate School District No 1

Calgary School District No 19

Canadian Rockies Regional Division No 12

Chinook's Edge School Division No 73

Christ the Redeemer Catholic Separate Regional Division No 3

Clearview School Division No 71

East Central Alberta Catholic Separate Schools Regional Division No 16

East Central Francophone Education Region No 3

Edmonton Catholic Separate School District No 7

Edmonton School District No 7

Elk Island Catholic Separate Regional Division No 41

Elk Island Public Schools Regional Division No 14

Evergreen Catholic Separate Regional Division No 2

Foothills School Division No 38

Fort McMurray Public School District No 2833

Fort McMurray Roman Catholic Separate School District No 32

School Jurisdictions, p 2

Fort Vermilion School Division No 52

Golden Hills School Division No 75

Grande Prairie Public School District No 2357

Grande Prairie Roman Catholic Separate School District No 28

Grande Yellowhead Regional Division No 35

Grasslands Regional Division No 6

Greater North Central Francophone Education Region No 2

Greater Southern Public Francophone Education Region No 4

Greater Southern Separate Catholic Francophone Education Region No 4

Greater St Albert Catholic Regional Division No 29

High Prairie School Division No 48

Holy Family Catholic Regional Division No 37

Holy Spirit Roman Catholic Separate Regional Division No 4

Horizon School Division No 67

Lakeland Roman Catholic Separate School District No 150

Lethbridge School District No 51

Living Waters Catholic Regional Division No 42

Livingstone Range School Division No 68

Medicine Hat Catholic Separate Regional Division No 20

Medicine Hat School District No 76

Northern Gateway Regional Division No 10

Northern Lights School Division No 69

School Jurisdictions, p 3

Northland School Division No 61

Northwest Francophone Education Region No 1

Palliser Regional Division No 26

Parkland School Division No 70

Peace River School Division No 10

Peace Wapiti School Division No 76

Pembina Hills Regional Division No 7

Prairie Land Regional Division No 25

Prairie Rose School Division No 8

Red Deer Catholic Regional Division No 39

Red Deer Public School District No 104

Rocky View School Division No 41

St Albert Protestant Separate School District No 6

St Paul Education Regional Division No 1

St Thomas Aquinas Roman Catholic Separate Regional Division No 38

Sturgeon School Division No 24

Westwind School Division No 74

Wetaskiwin Regional Division No 11

Wild Rose School Division No 66

Wolf Creek School Division No 72

ALBERTA AVERAGE WEEKLY EARNINGS*

The increase for September 1, 2008 will be calculated by comparing the average of earnings for Alberta from January 1, 2007 to December 31, 2007 to the average of earnings for Alberta from January 1, 2006 to December 31, 2006 and so forth for each subsequent year.

* The average weekly earnings for Alberta (based on the Statistics Canada Survey of Employment, Payrolls and Hours), unadjusted for seasonal variation, by type of employee for selected industries classified using the North American Industry Classification System (NAICS), monthly (Dollars) (281-0026).

“HOURS OF WORK/MINUTES OF INSTRUCTION” PROVISIONS

ATA/CALGARY RCSSD NO 1

11.1 Hours of Work Effective September 1, 2005, a school-based full-time equivalent teacher not in receipt of any salary allowance will not be assigned duties in excess of 30 hours per week, averaged over the school year. A maximum of 1,430 minutes (23.83 hours) per week, averaged over the school year, shall be devoted to the instruction of students. The remainder of assignable hours shall be devoted to professional duties including, but not limited to, supervision of students, preparation, staff meetings, consultation, parent-teacher conferences, and administrative tasks.

Effective June 30, 2013, this clause is deleted and replaced by the following:

11.1 Hours of Work A school-based full time equivalent teacher not in receipt of any salary allowance will not be assigned duties in excess of 30 hours per week, averaged over the school year.

ATA/CALGARY SCHOOL DISTRICT NO 19

21.3 Effective September 1, 2004, a teacher not in receipt of any administrative allowance will not be assigned duties in excess of 30 hours per week, averaged over the school year. A maximum of 1430 minutes per week, averaged over the school year, shall be devoted to the instruction of students. The remainder of assignable hours shall be devoted to non-instructional duties such as marking, lesson preparation, student interviews, supervision and other related professional duties as the principal may deem necessary for the proper and orderly functioning of the school.

**Effective June 30, 2012 this language is deleted and replaced by the following:

21.3 A teacher not in receipt of any administrative allowance will not be assigned duties in excess of 30 hours per week, averaged over the school year. Assignable duties shall be devoted to instruction, marking, lesson preparation, student interviews, supervision and other related professional duties as the principal may deem necessary for the proper and orderly functioning of the school.

ATA/EDMONTON SCHOOL DISTRICT NO 7

13.2 A teacher will not be assigned duties in excess of 1,800 minutes per week, of which a maximum of 1430 minutes will be devoted to the instruction of pupils. A teacher may agree to be timetabled for instructional duties which may vary in the number of minutes assigned per week. A teacher shall not be assigned instructional duties which would exceed an average of 1430 minutes per week for any given school year.

13.2.1 Assignable time will provide for instruction, supervision of students and professional activities such as inservice sessions, staff meetings, committee work and parent/teacher conferences.

Parent/teacher conferences, unless otherwise agreed to by the teacher, will be scheduled on operational days, excluding Fridays, in a way that will:

- (a) recognize the teacher's total workload, including assigned duties and other professional responsibilities,
- (b) accommodate the reasonable requests of parents, and
- (c) provide a reasonable work day for teachers.

The parties agree that, effective September 1, 2012, the language of clause 13.2 will revert to the language of the September 1, 2001 collective agreement.

The language reverted to is set out below:

13.2 A teacher will not be assigned duties in excess of 1800 minutes per week. Assignable time will provide for instruction, supervision of students and professional activities such as inservice sessions, staff meetings, committee work and parent/teacher conferences.

Parent/teacher conferences, unless otherwise agreed to by the teacher, will be scheduled on operational days, excluding Fridays, in a way that will:

- (a) recognize the teacher's total workload, including assigned duties and other professional responsibilities,
- (b) accommodate the reasonable requests of parents, and
- (c) provide a reasonable work day for teachers.

ATA/ROCKY VIEW SCHOOL DIVISION NO 41

LETTER OF UNDERSTANDING – Instructional Time Limit

Effective September 1, 2005 the Employer cannot require a full time teacher to provide more than 905.67 instructional hours in a school year. A part-time teacher's contract of employment shall be based on the ratio of the teacher's instructional hours divided by 905.67. Instructional hours shall include the following time assigned by the Employer:

- Direct instruction to students.
- Time scheduled for direct instruction to students but authorized by the Employer to be used for professional development, committee work and other Employer assigned duties.
- Time scheduled for direct instruction to students but taken by the teacher as a leave as authorized by this collective agreement.
- Parent teacher interviews.

The parties agree that prior to a teacher initiating a grievance regarding their instructional time assignment under this letter the teacher shall appeal, not later than thirty days after the receipt of an instructional assignment, his/her instructional assignment to the associate superintendent of human resources.

This letter of understanding shall expire as of June 30, 2012 regardless of whether the collective agreement continues or not after August 31, 2012.