

Memorandum of Agreement dated this day 18th of April, 2002 at Edmonton, Alberta

Between:

Her Majesty the Queen in Right of the Province of Alberta

(the "Government")

and

The Alberta Teachers' Association

(the "ATA")

and

The Alberta School Boards Association

(the "ASBA")

Whereas:

- The ATA acts as bargaining agent in respect of teachers employed by School Boards in the Province of Alberta;
- The ASBA has, as its members, various school boards located in the Province of Alberta;
- Under the terms of the Educational Services Settlement Act ("ESSA") both the ATA and ASBA are required to perform various responsibilities in respect of a binding arbitration process all as more particularly set out in the ESSA;

- The parties to this agreement agree that a mutually shared priority is ensuring the maintenance of a strong education system in Alberta to better serve the children of Alberta;
- The parties hereto have agreed upon certain issues of interpretation of the ESSA and have provided for a means by which broader issues affecting grades kindergarten to 12 and the teaching profession can be addressed.

Now therefore this Agreement witnesses that in consideration of the exchange of mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. The parties agree to the appointment of David P. Jones, Q.C. as an impartial Chair of the arbitration tribunal established pursuant to section 3 of the ESSA.
2. The parties agree that section 6(2) of the ESSA is directory requiring that the tribunal be satisfied that any award can be implemented without causing or increasing a deficit, but does not have to be satisfied that any potential method for implementing the award without causing or increasing a deficit, will be carried out. For the limited purpose of advising the arbitration tribunal of that position, the Government will be a participant in the arbitration process.
3. With respect to section 23 of the ESSA, it is agreed that evidence in relation to working conditions would be relevant and admissible on the issues before the arbitration tribunal including monetary compensation.
4. It is further agreed that section 23 would not preclude the usage of agreements or understandings, or policy outside the scope of collective agreements, including any memorandum or letter of understanding to re-incorporate prior language into the

collective agreement effective September 1, 2003 which memorandum etc. is clearly expressed to be outside the scope of collective agreements.

5. The parties agree that a claim of bad faith bargaining will not arise in respect to the introduction by the ATA of proposals that are advanced because of the exceptional circumstances of collective bargaining disputes being affected by the passage of the ESSA.
6. The parties are agreed that all jurisdictions in which settlements are reached and for which there are accordingly no items in dispute will not be referred to or dealt with by the arbitration tribunal under the ESSA.
7. The Government will establish a Commission to examine and make recommendations on teaching and learning conditions in the learning system in Alberta, the terms of reference to include addressing issues, but not limited to, the number of students in class, pupil-teacher ratios and instructional hours for grades kindergarten to 12 and the transitions required up to, and following those grades.
8. The commission is to be established after consultation with both the ATA and ASBA concerning
 - Composition of the Commission
 - Terms of reference for the Commission
 - Reporting period for the Commission
9. The government confirms that it has no intention of introducing further legislation affecting the following:
 - The issues in dispute under the ESSA;

- Issues in relation to number of students in class, pupil teacher or student-teacher ratios; instructional hours

pending the receipt of recommendations from the Commission referred to in paragraph 7 above.

Although none are intended as of this date, in the event that any legislative changes are contemplated with respect to the structure, role or membership of the ATA, any proposed amendments shall not be introduced without prior consultation with the ATA.

10. The ATA shall not commence any legal proceedings in respect of the validity of the ESSA or any part thereof. The ATA will not encourage or support any action with respect to the validity of the ESSA. The ATA agrees that no ATA member has status without ATA consent to bring such an action. Should the validity of the ESSA, or any part thereof, be challenged by anyone, and such challenge continues to the point where a Statement of Defence, reply or intervention is required to protect the validity of the ESSA, then the terms of this Agreement and the commitments under it are no longer in force or effect. The ATA withdraws the “without prejudice status” in respect of the appointment of the ATA’s nominee to the arbitration tribunal under the ESSA.
11. The government shall, following consultation with the ATA, establish a process for addressing the long term problem posed by the unfunded liability of the teachers’ pension plan. This is not a commitment on behalf of the government to pay for or be responsible for the teachers’ share of the unfunded liability.
12. In recognition of the willingness of all the parties to quickly resolve all outstanding disputes in order to ensure that Alberta students will continue to receive quality

education, the Government agrees, subject to Cabinet approval, as a one-time payment, to pay the entirety of the additional contributions for unfunded liabilities required to be paid to the Teachers' pension plan fund by members of the Teachers pension plan for a one (1) year period, including interest (if any) that arises due to the date of payment. Such payment is not to be considered as a continuing obligation on the part of the government to make such payments. It is agreed that this payment will be made on behalf of teachers on or before April 30, 2003.

13. The parties acknowledge that teachers consider the provision of extracurricular and other services (other than regular student supervision) to be voluntary services. The parties further acknowledge that there is legal controversy in respect to this position. Notwithstanding the above, the parties agree that these services are recognized as a valued component of teaching, the learning environment and the profession.

Consistent with this position and in the interests of students in the community, the ATA will recommend to its members the reestablishment of extracurricular and other services to school boards and that this commitment will continue until August 31, 2003. Provided however, if the Government introduces legislation with respect to the structure, role or membership of the ATA prior to August 31, 2003 this commitment will end with the introduction of such legislation.

No action will lie against the ATA for the failure of any member to heed this recommendation.

The parties agree there will be no reprisals including legal proceedings against teachers or the ATA in respect of the withdrawal of extracurricular and other services to this date.

14. The ATA will advise its members that acceptance of contract work for the purpose of marking Grade 12 Diploma examinations is in the best interests of affected students

but that the decision to enter into these contracts is personal. For the remainder of the 2001-2002 School year the Government will provide compensation rates no less than those in effect as of April 12, 2002.

15. Where, in this Agreement, the terms “the parties agree” or “it is agreed” are used, it is understood that in respect to the ASBA, these terms will mean that the Board of Directors of the ASBA agree to these terms and will recommend the same to the School Boards that are members of the ASBA.

SIGNED this _____ day of April, 2002.

HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF ALBERTA

THE ALBERTA TEACHERS' ASSOCIATION

THE ALBERTA SCHOOL BOARDS ASSOCIATION
