

Dated the _____ day of November, 2012 at Edmonton, Alberta

MEMORANDUM OF AGREEMENT

BETWEEN

**HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF ALBERTA
(the “Government”)**

and

**THE ALBERTA TEACHERS’ ASSOCIATION
(the “Association” or “ATA”)**

WHEREAS the Government wishes to achieve workforce stability, cost certainty and cost containment in the education sector while implementing important components of Inspiring Education, and

WHEREAS the Association wishes to achieve improved conditions of professional practice necessary for the effective implementation of important components of Inspiring Education while recognizing the Government’s fiscal realities,

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

1. Term
 - a. This Agreement is in effect to August 31, 2016.
 - b. The 62 School Jurisdictions (“School Jurisdiction(s)”) listed in Appendix A and the Association in each of its 62 bargaining units will conclude either through collective bargaining in accordance with Section 4 or Voluntary Interest Arbitration in accordance with Section 5, Collective Agreements with four-year terms from September 1, 2012 to August 31, 2016 that meet the requirements of this Agreement.
2. Teacher Compensation
 - a. The percentage increases are set out below for each year of the four-year term covered by the new Collective Agreements and will be limited in application to salaries, rates of pay, allowances, and substitute daily rates of pay. Where those provisions are expressed in dollar amounts and not percentages, the dollar amounts will increase by the applicable percentages.

2012-13—0%
2013-14—0%
2014-15—1%
2015-16—3% (subject to Treasury Board approval, as outlined in Section 6(a).

- b. Excepting Sections 2(d) and 2(e), no local bargaining will occur by School Jurisdictions and Association Bargaining Units on any items related to teacher compensation items in Section 2(a) nor will any of these items be referred to Voluntary Interest Arbitration under Section 5.
- c. A total amount of 1% of the 2012-13 base instruction grant as identified by Alberta Education for each School Jurisdiction shall be provided for other enhancements, exclusive of increment costs and benefit premium cost increases, for the four-year term of the Collective Agreements for local bargaining provided for in Section 4. The total cost of all enhancements awarded through Voluntary Interest Arbitration under Section 5 of this Agreement shall comply with the provisions of this section.
- d. Notwithstanding Section 2(c), if a School Jurisdiction and the Association through its respective bargaining unit mutually agree, they may bargain additional compensation for rates of pay, allowances and substitute daily rate of pay in addition to funds available in 2(c). Any negotiations under Section 2(d) cannot be referred to Voluntary Interest Arbitration under Section 5.
- e. Notwithstanding Section 2(c), if a School Jurisdiction wants to provide additional improvements to collective agreement provisions, other than basic salary, a School Jurisdiction is entitled to do so by mutual agreement with the Association through its respective bargaining unit. Any negotiations under Section 2(e) cannot be referred to Voluntary Interest Arbitration under Section 5.
- f. Notwithstanding the foregoing, where the 2011-12 salary in a Collective Agreement for four maximum is less than the provincial average four maximum salary, then the category four maximum salary shall be increased to the provincial average four maximum salary effective February 1, 2013 and the amount of percentage increase required to adjust the four maximum salary to the provincial average shall also be applied to all other grid positions in those affected Collective Agreements.
- g. The additional compensation described in Sections 2(d), 2(e) and 2(f) shall not be included in the funding available for enhancements provided in Section 2(c).

3. Teacher Workload

- a. Government will conduct an internal review during the 2012-13 school year to determine what Alberta Education initiated tasks can be eliminated or modified to

reduce teacher workload and a report to the Parties will be provided by April 30, 2013. One of the elements of the internal review will be to identify the time required by teachers to undertake existing and any new tasks initiated by Alberta Education. Over the course of the term of this Agreement, other opportunities to review teacher workload will be explored and reports will be provided to the Parties and the Alberta School Boards Association (ASBA). Government will consult with the ATA and the ASBA but will make the final decision in determining any changes to existing or new initiatives.

- b. Each School Jurisdiction will conduct an internal review during the 2012-13 school year to determine what jurisdiction initiated tasks can be eliminated or modified to reduce teacher workload and a report to the Parties will be provided by April 30, 2013. One of the elements of the internal review will be to identify the time required by teachers to undertake existing and any new tasks initiated by the School Jurisdiction. Over the course of the term of this Agreement, other opportunities to review teacher workload will be explored and reports to the Parties will be provided. Each School Jurisdiction will consult with the ATA but will make the final decision in determining any changes to existing or new initiatives.
- c. Government will commission a third party study on teacher work. The Parties will agree on the consultant and the goals and timelines for the study. The project and its parameters will be guided by an advisory committee that includes representation from the ASBA, the Association and the Government and others agreed to by the Parties. The advisory committee will have its initial meeting by February 28, 2013.
- d. For greater clarity, the term “teacher” in Sections 3 (a), (b) and (c) refers to all bargaining unit members.
- e. The Government agrees to establish a Teacher Development and Practice Council. The Minister will appoint representatives from educational stakeholder organizations identified by the Minister as well as one or more public members. At least half of the Council’s members shall be certificate holders appointed by the Association. The Council shall advise the Minister on the role of the teacher and the profession, teacher certification, induction, professional growth, excellence in teaching, leadership quality, educational research, provincial professional development delivery (including the current model of regional consortia) and other matters of interest to the Minister. The Council shall become operational by 2013 09 01. The Minister shall name a certificate holder named to the Council by the Association as chair and a certificate holder as vice-chair. Recommendations that receive a two-thirds majority vote of the Council shall be submitted to the Minister for consideration. In addition, the Council will consider proposals from the Association for a continuing education requirement for all

certificate holders to be administered by the Association and should the Minister accept the recommendations of the Council on a continuing education requirement for all certificate holders to be administered by the Association, the Government commits to introduce the necessary legislative and regulatory changes and the Association commits to amend its bylaws to implement the approved recommendations. The Government agrees not to proceed with a continuing education requirement for all certificate holders without the agreement of the Association.

- f. The Minister of Education (“Minister”) will enact a Ministerial Order on teacher workload.
 - i. The Parties recognize that the role of teachers is essential to support the transition to 21st century learning. Guided by the outcomes of the internal reviews and the third party study on teacher workload, School Jurisdictions and Government will make their best efforts to reduce Alberta Education and School Jurisdiction initiated tasks teachers currently perform over the term of this Agreement.
 - ii. The norm for teacher assignment is 907 hours of instruction and 1,200 hours of assigned time in each school year. If a School Jurisdiction requires teachers in a school to exceed the norms, the School Jurisdiction shall present the rationale to the Exceptions Committee and the Exceptions Committee will determine the extent of the exception. Except where it is not reasonably possible to make improvements, the Exceptions Committee shall not approve subsequent exceptions for the same site unless the School Jurisdiction demonstrates a reasonable improvement toward the norms. The purpose of exceptions is to provide time for a School Jurisdiction (and the schools) to make an easier transition to the norms. The Exceptions Committee shall consist of one representative of the Association, one representative of the ASBA and one representative acceptable to the Association and the ASBA.
 - iii. The Government and School Jurisdictions recognize that providing teachers with sufficient self-directed time to plan lessons, develop resources, attend to student’s individual needs and assess and report to parents is essential for effective teaching and learning. To that end, School Jurisdictions will endeavor to reduce non-instructional tasks teachers currently perform over the term of this Agreement. Actions that will be taken include, but are not limited to:
 - reducing the amount of supervision;
 - allowing teachers to exercise their own professional judgment with respect to the extent of their use of School Jurisdiction selected electronic

technology platforms to communicate with parents (eg, Moodle, School Zone, etc);

—discontinuing initiatives that the Government no longer requires (eg, GLA);

—with the exception of student-parent-teacher interviews not more than four times per school year, or absent an agreement addressing alternative schedules, not assigning teachers to any activities that take place on evenings or weekends and other holidays;

—recognition that extra-curricular activities are voluntary;

—other actions which provide teachers with more time to prepare for their professional practice.

If teachers are of the opinion that insufficient action is taken on these initiatives, the Association may appeal to the Superintendent of Schools, and failing resolution, an appeal may be made to the Exceptions Committee, whose decision on the matter is binding and not subject to appeal. The Exceptions Committee shall consist of one representative of the Association, one representative of the ASBA and one representative acceptable to the Association and the ASBA.

- iv. Except where provided for in Collective Agreements, teachers who receive administrative allowances as principal, vice-principal, associate principal, assistant principal, department head, or as a teacher assigned to central office, will not be required by the School Jurisdiction to work more than 200 days in a school year except when required to be in attendance when school offices are open, for meetings called by the board or to attend to staffing decisions, for which they will be entitled to a day-in-lieu for each day worked to be taken on a regular operational day.
- v. Reflecting School Jurisdiction, school, personal and/or transformation goals, commencing in the 2013-14 school year, each School Jurisdiction will ensure that time is dedicated from within the currently allotted non-instructional days or those times during the school year/day (such as early dismissal) when students are not in attendance to enable teachers:
 - to collaborate with their colleagues as they see fit in a professional learning community setting to benefit student learning and mitigate teacher workload, and
 - to provide time for teachers to address the goals of their Professional Growth Plan.A minimum of two full-time equivalent days from the existing Professional Development time allocation shall be reserved for this purpose, not including Teachers' Convention.

g. Tripartite Committee

For the term of this Agreement, the Government agrees to establish a Tripartite Committee to take a leading role in developing key elements of Inspiring Education and managing change. The Committee shall consist of the Minister of Education, the Deputy Minister of Education, the President of the Alberta Teachers' Association and the Executive Secretary of the Alberta Teachers' Association. The Minister will invite the President of the Alberta School Boards Association and the Executive Director of the Alberta School Boards Association to be members. The Committee will be chaired by the Minister. The Committee will meet a minimum of three times a year.

h. Pilot Projects

- i. The Parties agree to enter into pilot projects, where there is interest, to implement key elements of Inspiring Education. The pilot must set out a plan, have a clear focus on teaching quality and improvement of student outcomes and contribute to achieving reasonable workload. The plan will also include a process for evaluation.
- ii. A School Jurisdiction and the Association may agree to amend a collective agreement for a particular Bargaining Unit in order to implement a pilot project for a specific time period, and not for a period longer than the term of this Agreement.

i. Undertakings Regarding "Hours of Work/Minutes of Instruction" Collective Agreement Provisions

- i. For the School Jurisdictions and the Association Bargaining Units that currently have "hours of work/minutes of instruction" collective agreement provisions, without sunseting conditions, 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 School Division No 61 and ATA/Parkland School District No 70.
- ii. For those School Jurisdictions and the Association Bargaining Units that had sunseting "hours of work/minutes of instruction" collective agreement provisions in effect in 2011-12, being ATA/Calgary RCSSD No 1, ATA/Calgary SD No 19, ATA/ Red Deer CRD No 29, ATA/Rocky View SD No 4 and the ATA/Edmonton SD No 7 collective agreements, regardless of expiry dates, those provisions will remain in effect and only

revert to the sunseting provisions in 2016 (2017 in ATA/Calgary RCSSD No 1).

- iii. For those School Jurisdictions referred to in Sections 3(i)(i) and 3(i)(ii), for the period of September 1, 2014 through August 31, 2016, those School Jurisdictions and the Association Bargaining Units will review the findings of the workload study and where applicable and appropriate will develop local strategies to address workload issues. A School Jurisdiction and the Association may agree to suspend the current “hours of work/minutes of instruction” provisions for a particular Bargaining Unit in order to support these alternate strategies until August 31, 2016.

4. Local Bargaining

- a. In recognition of the provisions contained in this Agreement, the Parties agree that local bargaining by School Jurisdictions and the Association may address any proposal identified by the School Jurisdiction or the Association but only proposals relating to the following topics may be referred to Voluntary Interest Arbitration, as outlined in Section 5.

Salaries

- Administration of allowances
- Experience/education increments and recognition
- Additional pay/time in lieu
- Prorating provisions and FTE calculation
- Northern/Living/Housing
- Teachers' convention

Substitute Teachers

- Administration, injury

Administrators

- Continuing designations, acting, red circling

Organization

- Transfers
- Extra-curricular/Lunch
- Part-time schedules, Job sharing

Benefits

- Life, health, dental, vision and disability health benefit
- Health spending accounts
- Eligibility
- Prorating provisions

Leaves

Sick leave
Maternity/adoption/parenting leave
Personal leave
Critical illness and compassionate care leaves
Leave for Association business
Other leaves of absence
Prorating provisions
Forms and administration

Other

Committees such as liaison or Teacher Board Advisory Committees
Personnel files
Information requests from the ATA
Professional Development, Funds
Workplace Health and Safety
ATA as bargaining agent

5. Dispute Resolution

- a. In the event that a School Jurisdiction and the Association are unable to conclude a Collective Agreement for the respective bargaining unit that complies with the terms of this TFA by June 30, 2013, then any remaining issues in dispute as limited in Section 4 shall be referred to individual Voluntary Interest Arbitration pursuant to Division 15 of the Alberta *Labour Relations Code* with Awards to be concluded by October 31, 2013.
- b. To ensure cost containment, the Parties agree that any Arbitration Board established pursuant to Section 4 shall not award any provisions that have a cost impact that exceeds the cost limits in Section 2 or award any provisions that do not comply with Section 4 of this Agreement.
- c. All provisions between the Association and the 62 School Jurisdictions referenced in Section 1(b) continue in effect in the new Collective Agreements unless modified by agreement through the collective bargaining process or through Voluntary Interest Arbitration in accordance with Section 5.
- d. The Awards of the Voluntary Interest Arbitration Boards are binding on the School Jurisdictions and the Association and shall be included in the Collective Agreements by November 30, 2013 providing that the terms comply with the provisions of the Agreement.

6. Ratification of the Agreement

- a. The Minister will advise the Parties if the Government accepts this Agreement including the necessary approval by Treasury Board, by December 7, 2012.
- b. The Association shall advise the Parties if Provincial Executive Council will recommend this Agreement by December 15, 2012.
- c. This Agreement is conditional on its ratification on or before February 15, 2013, by all School Jurisdictions listed in Appendix A and the Association in all Bargaining Units.
- d. The Association agrees to use its best efforts to convince its Bargaining Units to accept this Agreement.
- e. The Government agrees to use its best efforts to convince each School Jurisdiction to accept this Agreement.
- f. Until this Agreement is ratified by the Association in its 62 bargaining units and the respective School Jurisdictions, there will be no strikes by the Association and no lockouts by the School Jurisdictions. If this condition is not met then this Agreement is terminated and the Parties have no further obligations under this Agreement.

7. Arbitration

- a. Any dispute with respect to the interpretation, application or operation of this Agreement shall be referred to arbitration in accordance with the *Arbitration Act*, RSA 2000, c A-43.
- b. Should arbitration be initiated on a matter outlined in Section 8, the arbitration shall be limited to a determination if the Agreement is terminated and/or the effective date of the change.

8. Other Obligations

- a. The Parties shall approve a Ministerial Order, as required by Section 3(f), by December 15, 2012.

- b. The Government agrees to establish minimum base instruction grant increases as follows:
 - 2012-13—1%
 - 2013-14—2%
 - 2014-15—2%
 - 2015-16—4%

- c. The offer of labour stability to Government requires a commitment from Government to ensure its part in providing that stability. For the term of the Agreement, the Government will not make changes to legislation, regulations or policy as listed below:
 - Teaching Profession Act* or its regulations,
 - Sections 18, 19, 20; Part 4, Division 1; Part 5, Division 3; Section 119 of the *School Act*,
 - Provisions in the *Labour Relations Code* which currently apply to the collective bargaining process for teachers,
 - Certification of Teachers Regulation,
 - Teacher Growth, Supervision and Evaluation Policy,
 - Teaching Quality Standard.

- d. The Government will maintain the Class Size Initiative and will continue to report on its progress each year.

- e. Should the Minister fail to implement the Ministerial Order approved by the Parties as in Section 8(a), or should the Ministerial Order be withdrawn or amended without the consent of the Parties before the expiry date of this Agreement, or should the Government fail to increase base instructional grants as outlined in Section 8(b), or should the Government make revisions to legislation, regulation or policy that is listed in Section 8(c), or should the Government fail to maintain the Class Size Initiative, then this Agreement is terminated on the effective date of the change, the Parties have no further rights or obligations under this Agreement and bargaining will resume for Collective Agreements which shall be effective on the date of the change, including Collective Agreements for School Jurisdictions which have concluded Collective Agreements under this Agreement.

- f. Notwithstanding the foregoing, the Association consents to changes to legislation, regulation or policy that are limited to allowing greater access for journeymen to be active members of the Association. Where the Association consents to changes to legislation, regulation or policy listed in Section 8(c), the consequences of the change as described in Section 8(e) shall not apply.

Appendix A

Public 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 School District No 19
Canadian Rockies Regional Division No 12
Chinook's Edge School Division No 73
Clearview School Division No 71
Edmonton School District No 7
Elk Island Public Schools Regional Division No 14
Foothills School Division No 38
Fort McMurray Public School District No 2833
Fort Vermilion School Division No 52
Golden Hills School Division No 5
Grande Prairie Public School District No 2357
Grande Yellowhead Regional Division No 77
Grasslands Regional Division No 6
Greater St Albert Catholic Regional Division No 29
High Prairie School Division No 48
Horizon School Division No 67
Lethbridge School District No 51
Livingstone Range School Division No 68
Medicine Hat School District No 76
Northern Gateway Regional Division No 10
Northern Lights School Division No 69
Northland School Division No 61
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 Public School District No 104
Rocky View School Division No 41
St Paul Education Regional Division No 1
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

Separate School Jurisdictions

Calgary Roman Catholic Separate School District No 1
Christ the Redeemer Catholic Separate Regional Division No 3
East Central Alberta Catholic Separate Schools Regional Division No 16
Edmonton Catholic Separate School District No 7
Elk Island Catholic Separate Regional Division No 41
Evergreen Catholic Separate Regional Division No 2
Fort McMurray Roman Catholic Separate School District No 32
Grande Prairie Roman Catholic Separate School District No 28
Holy Family Catholic Regional Division No 37
Holy Spirit Roman Catholic Separate Regional Division No 4
Lakeland Roman Catholic Separate School District No 150
Living Waters Catholic Regional Division No 42
Medicine Hat Catholic Separate Regional Division No 20
Red Deer Catholic Regional Division No 39
St Albert Protestant Separate School District No 6
St Thomas Aquinas Roman Catholic Separate Regional Division No 38

Francophone Jurisdictions

East Central Francophone Education Region No 3
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
Northwest Francophone Education Region No 1