

Bill 12

BILL 12

2002

EDUCATION SERVICES SETTLEMENT ACT

(Assented to , 2002)

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Preamble

WHEREAS the Government has made a commitment to examine the learning system in Alberta; and

WHEREAS that examination will include, but not be limited to, a study of the number of students in a class, pupil-to-teacher ratios and the maximum time a teacher may be required to instruct students enrolled in Kindergarten to Grade 12, and therefore these items should not be the subject of further negotiation or included in a collective agreement between the employers subject to this Act and The Alberta Teachers' Association;

THEREFORE HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Alberta, enacts as follows:

Interpretation

1(1) In this Act,

- (a) "ASBA" means the Alberta School Boards Association under the *Alberta School Boards Association Act*;
- (b) "ATA" means The Alberta Teachers' Association in its capacity as bargaining agent for employees;
- (c) "employee" means a teacher employed by an employer whose terms and conditions of employment are governed by a collective agreement;
- (d) "employer" means an employer named in the Schedule;
- (e) "parties" means each employer and the ATA;
- (f) "strike" includes
 - (i) a cessation of work;
 - (ii) a refusal to work or to continue to work by 2 or more employees acting in combination or in concert or in accordance with a common understanding;

(iii) a concerted activity by 2 or more employees to refuse to comply with responsibilities assigned by their principal or their employer;

(g) “teacher” means an individual who holds a certificate of qualification as a teacher issued under the *School Act*.

(2) The following words have the same meaning as they have in the *Labour Relations Code*:

(a) collective agreement;

(b) collective bargaining;

(c) dispute;

(d) lockout.

Part 1 Dispute Settlement Process

Division 1 Establishment and Operation of Arbitration Tribunal

Status report

(1) On or before the 5th day after this Act comes into force, or any later date authorized by the Minister of Learning, the ATA and ASBA jointly, if they agree, or if they do not agree, the ATA and ASBA separately, must submit to the Minister a status report stating for the ATA and each employer named in the Schedule

(a) the items the parties have resolved, and

(b) the items the parties have not resolved.

(2) If the ATA and ASBA cannot agree to submit a status report jointly and if only one of them submits a status report, that status report is considered to be the status report for the purposes of this Act.

(3) A status report must not include any items that relate to matters described in section 23.

(4) On expiration of the time allowed or extended under subsection (1), the Minister of Learning must send any status report or reports received to the Minister of Human Resources and Employment.

Establishment of arbitration tribunal

3(1) On or before the 5th day after this Act comes into force, or any later date authorized by the Minister of Human Resources and Employment, the ATA and ASBA must, by notice in writing to the Minister, each nominate one person as a member of the arbitration tribunal referred to in subsection (2).

(2) As soon as possible after the receipt of a status report that the ATA and an employer have an unresolved item in dispute, the Minister of Human Resources and Employment must

- (a) by order, establish one arbitration tribunal,
- (b) appoint the nominees of the ATA and ASBA as members of the tribunal,
- (c) appoint one additional person as member and chair of the tribunal, and
- (d) send to the chair the status report or reports received for appropriate distribution.

(3) If the ATA or ASBA or both fails to nominate a person as a member of the arbitration tribunal, the Minister of Human Resources and Employment may do so on behalf of either or both of them.

(4) On receipt of the status report or reports from the Minister of Human Resources and Employment, the arbitration tribunal

- (a) assumes jurisdiction in respect of all items in dispute referred to it, subject to section 23, and
- (b) must make an award in respect of the ATA and each employer named in the Schedule for each item in dispute.

(5) If a vacancy occurs on the arbitration tribunal, a new member may be appointed in the same way the original member to be replaced was appointed.

Revocation of appointments

4 If in the opinion of the Minister of Human Resources and Employment a member of the arbitration tribunal is unduly or unnecessarily delaying proceedings, the Minister may

- (a) revoke the appointment of the member, and
- (b) appoint another person in the member's place.

Methods of dispute resolution

5(1) The arbitration tribunal must endeavour to effect a settlement of the items in dispute between the ATA and each employer named in the Schedule.

(2) If the arbitration tribunal is unable to effect a settlement, it must consider the position of the parties on each item in dispute and determine what method or combination of methods of dispute resolution are to be used to resolve it.

(3) Without restricting the generality of subsection (2), the arbitration tribunal may use arbitration, mediation, a combination of mediation and arbitration and the method of arbitration known as "final offer selection" as methods of dispute resolution.

Matters to be considered

6(1) To ensure that wages and benefits are fair and reasonable to employees and employers and are in the best interest of the public, the arbitration tribunal

- (a) must consider, for the period with respect to which the award will apply, the following:
 - (i) wages and benefits in private and public, and unionized and non-unionized, employment, including the wages and benefits of teachers in the other provinces and territories of Canada;
 - (ii) the continuity and stability of private and public employment, including
 - (A) employment levels and incidence of layoffs,
 - (B) incidence of employment at less than normal working hours, and

- (C) opportunity for employment;
- (iii) the general economic conditions in Alberta;
- (iv) the local economic conditions within the geographic location of the dispute;
- (b) may consider, for the period with respect to which the award will apply, the following:
 - (i) the terms and conditions of employment in similar occupations outside the employer's employment, taking into account any geographic, industrial or other variation that the arbitration tribunal considers relevant;
 - (ii) the need to maintain appropriate relationships in terms and conditions of employment between different classification levels within an occupation and between occupations in the employer's employment;
 - (iii) the need to establish terms and conditions of employment that are fair and reasonable in relation to the qualifications required, the work performed, the responsibility assumed and the nature of the services rendered;
 - (iv) any other factor that the arbitration tribunal considers relevant to the items in dispute.

(2) The arbitration tribunal must be satisfied that an award can be implemented without an employer incurring a deficit, or if the employer already has a deficit, without incurring any greater deficit, over the period during which the collective agreement has effect.

(3) The Minister of Learning may make available to the arbitration tribunal any information requested by the tribunal in order for it to consider the matters described in subsection (1).

Award

7(1) The arbitration tribunal must issue its award by August 31, 2002 on all items in dispute over which it has jurisdiction.

(2) The Lieutenant Governor in Council may, on the recommendation of the chair of the arbitration tribunal, extend the date under subsection (1).

(3) The award of the arbitration tribunal is binding on the parties to the dispute and must be included in the terms of a collective agreement.

Majority award

8 An award of a majority of the arbitration tribunal is an award of the tribunal, but if there is no majority, the award of the chair is the award of the tribunal.

Composition of collective agreement

9 The parties must enter into a collective agreement consisting of

- (a) the items agreed on by the parties, except the matters described in section 23, and
- (b) the award of the arbitration tribunal.

Incorporation of award

10(1) If either of the parties fails or refuses to participate in the preparation of a collective agreement in accordance with section 9, the other party may prepare the collective agreement and must submit it to the tribunal for the tribunal to certify that the collective agreement accurately incorporates the tribunal's award.

(2) When the arbitration tribunal receives a collective agreement under subsection (1) and is satisfied that the collective agreement gives effect to its award, the tribunal must certify the collective agreement as accurate, and on being certified the collective agreement takes effect.

Reconvening arbitration tribunal

11(1) If, within 30 days after the date on which the arbitration tribunal's award is made, a question arises, the Minister of Learning, at the request of one or both of the parties, may direct the chair of the tribunal to reconvene the tribunal for the purpose of deciding the question.

(2) When the arbitration tribunal makes a decision under subsection (1), it must forward a copy of the decision to the Minister of Learning and the parties to the dispute, and the decision is binding on the parties and forms part of the terms of the collective agreement.

Filing and sending of award

12(1) When it makes an award, the arbitration tribunal must

- (a) file a copy of it with the Minister of Learning, and
- (b) send a copy of it to the parties.

(2) The Minister of Learning may publish an award in any manner the Minister considers appropriate.

Judicial review

13(1) Subject to subsection (2), no decision, order, directive, ruling, award or proceeding of the arbitration tribunal is to be questioned or reviewed in any court by application for judicial review or otherwise, and no order is to be made or process entered or proceedings taken in any court, whether by way of injunction, declaratory judgment, prohibition, quo warranto or otherwise, to question, review, prohibit or restrain the tribunal or any of its proceedings.

(2) A decision, order, directive, ruling, award or proceeding of the arbitration tribunal may be questioned or reviewed by way of an application for judicial review seeking an order in the nature of certiorari or mandamus if the originating notice is filed with the Court of Queen's Bench no later than 30 days after the date of the decision, order, directive, ruling, award or proceeding or the issuing of reasons in respect of it, whichever is later.

(3) If an award of the arbitration tribunal is questioned or reviewed under subsection (2), a decision that an award is invalid with respect to one or more items in dispute does not affect the validity of the award as it relates to the other items, unless the Court otherwise directs.

Division 2 Authority and Administrative Procedures

Arbitration tribunal procedure

- 14(1)** The arbitration tribunal may determine its own procedure.
- (2)** If a party to proceedings before the arbitration tribunal fails to attend or to be represented, the tribunal may proceed as if the party attended or were represented.
- (3)** A member of the arbitration tribunal may administer an oath to a person appearing before the tribunal.

Deciding on arbitrability

- 15(1)** The arbitration tribunal has jurisdiction to decide whether
- (a) any item is in dispute between the parties;
 - (b) an item in dispute can be the subject of arbitration or can be included in a collective agreement.
- (2)** Except for the purposes of determining arbitrability, the arbitration tribunal has no jurisdiction to consider or to make an award with respect to a matter described in section 23.

Evidence and court assistance

- 16(1)** The arbitration tribunal
- (a) may accept any oral or written evidence it considers appropriate, whether admissible in a court of law or not,
 - (b) is not bound by the laws of evidence applicable to judicial proceedings, and
 - (c) may summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce the documents and things that the tribunal considers necessary to fully investigate and consider matters within its jurisdiction, in the same manner as a court of record in civil cases.
- (2)** If any person fails to comply with an order of the arbitration tribunal, or conducts himself or herself in a manner that may be in

contempt of the tribunal or its proceedings, the tribunal may apply to the Court of Queen's Bench for an order directing compliance with the tribunal's order, or restraining any conduct found by the Court to be in contempt of the tribunal or its proceedings.

(3) On application, the Court may grant any order that, in the opinion of the Court, is necessary to enable the arbitration tribunal to carry out its responsibilities.

Meetings

17(1) The arbitration tribunal must meet at the times and places fixed by the chair of the tribunal.

(2) The chair must notify each member of the arbitration tribunal of the date, time and place of each meeting.

(3) The arbitration tribunal may decide to hold all or any part of a meeting in private.

Remuneration and expenses

18 The remuneration and expenses of the members of the arbitration tribunal must be paid as follows:

- (a) the ATA must pay the remuneration and expenses of its nominee to the arbitration tribunal, or a person appointed as a member on its behalf;
- (b) the ASBA must pay the remuneration and expenses of its nominee to the arbitration tribunal, or a person appointed as a member on its behalf;
- (c) the Crown in right of Alberta must pay the remuneration and expenses of the chair, and the administrative costs of the tribunal.

Privileged information

19(1) Despite anything in this Act, when a document is in the official possession, custody or power of a member of the Executive Council or of the head of a department of the public service of Alberta, but a deputy head or other officer has the document in the deputy head's or other officer's personal possession and is called as a witness, the deputy head or other officer, acting on the direction and on behalf of the member of the Executive Council or head of a

department, is entitled to refuse to produce the document on the ground that it is privileged.

(2) The refusal to produce may be made by the deputy head or other officer in the same manner and has the same effect as if the member of the Executive Council or head of a department were personally present and made the refusal.

(3) A person employed by the Crown in right of Alberta must not disclose and may not be compelled to disclose information obtained by the person in the person's official capacity if a member of the Executive Council has certified that in the member's opinion

- (a) it is not in the public interest to disclose that information, or
- (b) the information cannot be disclosed without prejudice to the interests of persons not concerned in the proceedings.

(4) The information in respect of which a certificate is given under subsection (3) is privileged.

Persons who are not compellable witnesses

20(1) A member of the arbitration tribunal is not a compellable witness in proceedings before any court respecting an award or in respect of the tribunal's proceedings or any information, material or report before the tribunal.

(2) In this section, "court" does not include an inquiry under the *Public Inquiries Act*.

Protection from liability

21 No action lies against a member of the arbitration tribunal for anything done by that member in good faith and in purporting to act under this Act.

Division 3 Effect of Operation of a Collective Agreement

Binding effect of collective agreement

22 A collective agreement between the parties is binding on

- (a) the ATA and every employee of the employer, and

(b) the employer,
without signature or other formality.

Limit on contents of collective agreement

23(1) No collective agreement between the parties that is entered into on or after March 11, 2002 may contain any provision that establishes or in any manner deals with

- (a) the number of students in a class;
- (b) pupil-to-teacher ratios or student-to-teacher ratios;
- (c) the maximum time a teacher may be required to instruct students.

(2) If a collective agreement between the parties entered into on or after March 11, 2002 contains a provision contrary to subsection (1), that contrary provision is of no effect, and this subsection applies irrespective of the effective date of the collective agreement.

(3) Every collective agreement between the parties entered into on or after March 11, 2002 is deemed to contain a term that it expires on August 31, 2003, despite any agreement of the parties to the contrary.

Bridging of collective agreements

24(1) A collective agreement between the parties existing on March 11, 2002 by virtue of section 130(a) of the *Labour Relations Code* continues in force until a collective agreement is entered into under this Act.

(2) If the parties do not have a collective agreement existing on March 11, 2002 by virtue of the operation of section 130(c) of the *Labour Relations Code*, the collective agreement previously existing between them is reinstated and applies to the parties and employees of the employer until a collective agreement is entered into under this Act.

Part 2 Employment Relations

Strikes and lockouts

25(1) Any employees on strike must terminate their strike immediately.

(2) An employee legally permitted or authorized to strike under the *Labour Relations Code* is no longer permitted or authorized to strike.

(3) Any employer who is locking out employees must terminate the lockout immediately.

(4) An employer legally permitted or authorized to lock out employees under the *Labour Relations Code* is no longer permitted or authorized to lock out its employees.

(5) A strike by employees that continues or commences while this Act is in force is an unlawful strike.

(6) A lockout of employees by an employer that continues or commences while this Act is in force is an unlawful lockout.

(7) The ATA must not cause a strike and no person acting on behalf of employees or the ATA may cause a strike.

No slowdown

26 Any employees on strike or locked out by their employer must immediately resume the duties of their employment without slowdown or diminution, and all other employees must continue the duties of their employment without slowdown or diminution.

Notice to employees

27(1) The ATA must immediately give notice to employees of the employees' obligations under this Act in a form and manner most likely to reach them.

(2) The ASBA must immediately give notice to employers of employers' obligations under this Act in a form and manner most likely to reach them.

Employees not to be impeded in complying with their obligations

28(1) No person is to impede or prevent or attempt to impede or prevent an employee from complying with the obligations of the employee under this Act.

(2) Neither the ATA nor an officer of the ATA, a committee or other entity of the ATA or any other person acting on the ATA's behalf is to discipline, threaten to discipline or attempt to discipline an employee, directly or indirectly, because the employee is or was complying with or attempting to comply with obligations under this Act.

**Part 3
Application of Other
Provisions
of the Labour Relations
Code**

Labour Relations Code – other provisions

29(1) Except as provided in this Act, the *Labour Relations Code* does not apply to employers, employees or the ATA.

(2) The provisions of the *Labour Relations Code* specified in subsection (3) apply as if

- (a) a collective agreement under this Act were a collective agreement under the *Labour Relations Code*;
- (b) an unlawful strike or lockout under this Act or any other strike by employees or lockout of employees by an employer were an unlawful strike or unlawful lockout under the *Labour Relations Code*;
- (c) an employer in its capacity under this Act were an employer in the same capacity under the *Labour Relations Code*;
- (d) an employee under this Act were an employee under the *Labour Relations Code*;
- (e) the ATA in its capacity under this Act were a bargaining agent in the same capacity under the *Labour Relations Code*;

(f) any action, notice or proceeding taken under this Act were the same action, notice or proceeding taken under the *Labour Relations Code*.

(3) The following sections of the *Labour Relations Code* apply:

- (a) section 2;
- (b) section 3;
- (c) section 16;
- (d) section 18, as if an order of the Labour Relations Board under this Act were an order made under the *Labour Relations Code*;
- (e) section 22;
- (f) sections 24 to 26;
- (g) section 48;
- (h) sections 59 to 63, as if the collective agreement were a collective agreement under the *Labour Relations Code*;
- (i) sections 64 to 70;
- (j) sections 86 to 88;
- (k) section 90 with respect to the ending of a strike and lockout in accordance with section 25 of this Act;
- (l) sections 114 to 116, and section 114 applies despite section 13 of the *Teaching Profession Act*;
- (m) section 128;
- (n) section 132;
- (o) sections 135 to 146, except that an arbitrator appointed under sections 135 to 146 of the *Labour Relations Code* has no jurisdiction over a matter in respect of which the Labour Relations Board has jurisdiction under this Act;
- (p) sections 148 to 154;
- (q) section 157(2).

Conflicts between enactments

30(1) If there is a conflict between this Act and the provisions of the *Labour Relations Code* made applicable by this Act, or a conflict between this Act and any other enactment, this Act prevails.

(2) The *Arbitration Act* does not apply to this Act.

Application of the Labour Relations Code

31(1) All the provisions of the *Labour Relations Code* relating to the powers, jurisdiction and remedies of the Labour Relations Board, its chair, vice-chairs, members and officers, hearings procedure, enforcement of orders, appeals and rights, privileges and immunities of the Board apply if those matters are not specifically provided for in this Act.

(2) In addition to its powers under the *Labour Relations Code*, the Labour Relations Board may decide for the purposes of this Act whether

- (a) a person is an employee or a person is a teacher;
- (b) a collective agreement has been entered into;
- (c) provisions constitute part of a collective agreement or do not;
- (d) a person, the ATA or an employer is bound by a collective agreement;
- (e) an employer or the ATA is a party to a collective agreement;
- (f) a collective agreement has been entered into on behalf of any person;
- (g) a collective agreement is in effect;

and the Board's decision is final and binding.

(3) If a question about the application or operation of this Act arises, the matter must be referred to the Labour Relations Board for decision unless the question relates to a matter under the jurisdiction of the arbitration tribunal.

(4) If there is a conflict in jurisdiction between the arbitration tribunal and the Labour Relations Board, the tribunal has jurisdiction.

Jurisdiction of the Labour Relations Board

32(1) Subject to section 31(4), the Labour Relations Board has exclusive jurisdiction to exercise the powers conferred on it by this Act and to determine all questions of fact or law that arise in any matter before it, and the action or decision of the Board is final and conclusive for all purposes, but the Board may, at any time, reconsider any decision, order, directive, declaration or ruling made by it and vary, revoke or affirm the decision, order, directive, declaration or ruling.

(2) Subject to subsection (3), no decision, order, directive, declaration, ruling or proceeding of the Labour Relations Board is to be questioned or reviewed in any court by application for judicial review or otherwise, and no order is to be made or process entered or proceedings taken in any court, whether by way of injunction, declaratory judgment, prohibition, quo warranto or otherwise, to question, review, prohibit or restrain the Board or any of its proceedings.

(3) A decision, order, directive, declaration, ruling or proceeding of the Labour Relations Board may be questioned or reviewed by way of an application for judicial review seeking an order in the nature of certiorari or mandamus if the originating notice is filed with the Court of Queen's Bench and served on the Board no later than 30 days after the date of the decision, order, directive, declaration, ruling or proceeding, or the issuing of reasons in respect of it, whichever is later.

Part 4 Offences and Penalties

Offences and penalties - strikes

33(1) If the ATA causes a strike contrary to this Act, it is guilty of an offence and liable to a fine not exceeding \$1000 in respect of each day or part of a day on which the offence occurs or continues.

(2) An officer or representative of the ATA who causes or consents to a strike contrary to this Act is guilty of an offence and liable to a fine not exceeding \$10 000.

(3) A person who is neither the ATA nor an officer or representative of the ATA who strikes or causes a strike contrary to this Act is guilty of an offence and liable to a fine not exceeding \$1000.

Offence and penalties - lockouts

34(1) An employer that commences or causes a lockout contrary to this Act is guilty of an offence and liable to a fine not exceeding \$1000 in respect of each day or part of a day on which the offence occurs or continues.

(2) A person not referred to in subsection (1) who commences, causes or consents to a lockout contrary to this Act is guilty of an offence and liable to a fine not exceeding \$10 000.

General offence

35 Subject to sections 33 and 34, any person who fails to comply with this Act is guilty of an offence and is liable to a fine not exceeding \$1000.

Minister's consent

36 No prosecution for an offence under this Act may be commenced without the consent in writing of the Minister of Justice and Attorney General.

Part 5 Transitional Provisions and Consequential Amendments

Existing proceedings

37(1) On the coming into force of this Act, all proceedings, negotiations, mediation and other right or privilege under the *Labour Relations Code* between the parties or in respect of an employer, the ATA or an employee continue under this Act to the extent that they are not inconsistent with and they comply with the provisions of this Act.

(2) Any proceedings, negotiations, mediation or other right or privilege under the *Labour Relations Code* between the parties or in respect of an employer, the ATA or an employee or any part of

them that is inconsistent with or that does not comply with the provisions of this Act must cease immediately and is terminated.

Elk Island Catholic Separate Regional Division and ATA

38 If both the Board of Trustees of the Elk Island Catholic Separate Regional Division No. 41 and the ATA do not ratify a collective agreement on or before March 15, 2002, the Schedule is amended by adding “The Board of Trustees of the Elk Island Catholic Separate Regional District No. 41”.

Amends RSA 2000 cS-3

39(1) The *School Act* is amended by this section.

(2) Section 97 is amended

(a) in subsection (3) by repealing clause (a) and substituting the following:

(a) except in the case of a teacher excluded under section 96(2), the terms and conditions negotiated, agreed on or awarded under the *Education Services Settlement Act* or the *Labour Relations Code*, as the case may be;

(b) by adding the following after subsection (3):

(3.1) A contract of employment between a board and a teacher to whom the *Education Services Settlement Act* applies shall not contain any matter described in section 23(1) of the *Education Services Settlement Act*.

(c) in subsection (4) by adding “or subsection (3.1)” after “and (b)”.

(3) Section 119(1) is amended by adding “that are not subject to the *Education Services Settlement Act*” after “of the board”.

(4) Section 280 is amended by renumbering it as section 280(1) and by adding the following after subsection (1):

(2) Subsection (1) does not apply to a board or an employee to whom the *Education Services Settlement Act* applies.

Repeal

40 This Act is repealed on August 31, 2003, or sooner by Proclamation, but the repeal does not affect a collective agreement

entered into under this Act that continues as a collective agreement under the *Labour Relations Code*.

Schedule

The Board of Trustees of the Battle River Regional Division No. 31

The Board of Trustees of the Calgary Roman Catholic Separate School District No. 1

The Board of Trustees of the Calgary School District No. 19

The Board of Trustees of the Canadian Rockies Regional Division No. 12

The Board of Trustees of the Chinook's Edge School Division No. 73

The Board of Trustees of the Christ the Redeemer Catholic Separate Regional Division No. 3

The Regional authority of Northwest Francophone Education Region No. 1

The Regional authority of Greater North Central Francophone Education Region No. 2

The Regional authority of East Central Francophone Education Region No. 3

The Regional authority of Greater Southern Catholic Separate Francophone Education Region No. 4

The Regional authority of Greater Southern Public Francophone Education Region No. 4

The Board of Trustees of the East Central Alberta Catholic Separate Schools Regional Division No. 16

The Board of Trustees of the Edmonton School District No. 7

The Board of Trustees of the Elk Island Public Schools Regional Division No. 14

The Board of Trustees of the Evergreen Catholic Separate Regional
Division No. 2

The Board of Trustees of the Foothills School Division No. 38

The Board of Trustees of the Fort McMurray Roman Catholic
Separate School District No. 32

The Board of Trustees of the Fort McMurray School District No.
2833

The Board of Trustees of the Fort Vermilion School Division No.
52

The Board of Trustees of the Grande Prairie Public School District
No. 2357

The Board of Trustees of the Grande Prairie Roman Catholic
Separate School District No. 28

The Board of Trustees of the Grande Yellowhead Regional
Division No. 35

The Board of Trustees of the Greater St. Albert Catholic Regional
Division No. 29

The Board of Trustees of the High Prairie School Division No. 48

The Board of Trustees of the Holy Family Catholic Regional
Division No. 37

The Board of Trustees of the Holy Spirit Roman Catholic Separate
Regional Division No. 4

The Board of Trustees of the Horizon School Division No. 67

The Board of Trustees of the Lakeland Roman Catholic Separate
School District No. 150

The Board of Trustees of the Lethbridge School District No. 51

The Board of Trustees of the Living Waters Catholic Regional
Division No. 42

The Board of Trustees of the Livingstone Range School Division
No. 68

The Board of Trustees of the Medicine Hat Catholic Separate
Regional Division No. 20

The Board of Trustees of the Northern Gateway Regional Division
No. 10

The Board of Trustees of the Northern Lights School Division No.
69

The Board of Trustees of the Northland School Division No. 61

The Board of Trustees of the Palliser Regional Division No. 26

The Board of Trustees of the Peace Wapiti Regional Division No.
33

The Board of Trustees of the Prairie Land Regional Division No.
25

The Board of Trustees of the Prairie Rose Regional Division No. 8

The Board of Trustees of the Rocky View School Division No. 41

The Board of Trustees of the St. Paul Education Regional Division
No. 1

The Board of Trustees of the St. Thomas Aquinas Roman Catholic
Separate Regional Division No. 38

The Board of Trustees of the Sturgeon School Division No. 24

The Board of Trustees of the Westwind School Division No. 74

The Board of Trustees of the Wetaskiwin Regional Division No. 11

The Board of Trustees of the Wild Rose School Division No. 66

The Board of Trustees of the Wolf Creek School Division No. 72

Explanatory Notes

39(1) Amends RSA 2000 chapter S-3.

(2) Section 97 presently reads in part:

*(3) Subject to subsection (2) and notwithstanding any other
agreement to the contrary, the terms and conditions of a contract of*

employment between a board and a teacher shall comprise the following:

- (a) except in the case of a teacher excluded under section 96(2), the terms and conditions*
 - (i) negotiated under the Labour Relations Code, and*
 - (ii) agreed to between the board and an organization representing teachers;*
- (b) this section and sections 96 to 99 and 101 to 110;*
- (c) the terms and conditions agreed to between the board and the teacher.*

(4) Any contract of employment excluding or purporting to exclude the provisions of subsection (3)(a) and (b) is void.

(3) Section 119(1) presently reads:

119(1) Notwithstanding anything in this Act, the Labour Relations Code applies to a board and the employees of the board.

(4) Section 280 presently reads:

280 Nothing in Part 1, 2 or 3 restricts or prohibits or is to be construed as restricting or prohibiting a board or any employee of a board from exercising any rights under the Labour Relations Code.