

In a Collective Bargaining Dispute under the Labour Relations Code
and
In the matter of Central Table Teacher Collective Bargaining
between
the Teachers' Employer Bargaining Association (TEBA)
and
the Alberta Teachers' Association (ATA)

MEDIATOR'S RECOMMENDATIONS FOR TERMS OF SETTLEMENT

March 28, 2025

The parties to the dispute have been in negotiations to renew the central table collective agreement which expired on August 31, 2024.

On November 14, 2024, I was appointed under section 65 of the Labour Relations Code to assist the parties. Mediation meetings occurred on January 15, 16, 17, 29, 30 and March 19 and 20, 2025.

During the mediation process the parties discussed all the circumstances surrounding the various issues that would influence a successful ratification by them. They discussed in detail their respective proposals and counter proposals. They shared information on the factors and any comparators impacting their dispute. Both parties have strongly advocated their respective interests while jointly recognizing the desire to reach terms that both sides could ratify.

The parties requested that I prepare a Mediator's Recommendations for Terms of Settlement and have agreed to take the Mediator's Recommendations to their constituents for ratification. I believe that releasing a mediator recommendation, as set out in the Alberta Labour Relations Code 65 (6)(a), is the right step to assist the parties in finalizing a settlement.

I assessed the parties' positions on the outstanding items and agreed items and determined that the enclosed recommendations, along with the previously agreed items, comprise an appropriate package for settlement of all outstanding issues between the parties. These recommendations represent, in my opinion, the best indication of a possible settlement for the terms for the collective agreement.

Structure of this Document

This document contains three parts:

- recommendations on outstanding issues;
- Appendix “A” containing items previously agreed between the parties on central bargaining matters; and
- Appendix “B” containing a commitment by the Government of Alberta concerning a Teacher Policy and Education Funding Working Group with a funding commitment for a three-year term starting with the 2025-2026 school year (such commitment obtained by TEBA from Government).

Items Not Within Recommendations

If an outstanding proposal was to amend, add to, or delete from the collective agreement but is not in this recommendation or in Appendix “A” Previously Agreed Items following the recommendation, the collective agreement will remain unchanged. The recommendations below deal with the outstanding items between the parties.

Summary Positions of the Parties on the Outstanding Issues

Throughout the mediation process, ATA maintained a clear and unwavering focus on the issues that matter most to its members. From the outset, ATA repeatedly shared how it heard from teachers across the province about the pressures they face in the classroom—pressures that stem from ever-increasing class sizes, the complexity of students’ needs, and the overwhelming workload. These, along with salary increases that help attract and retain Alberta teachers, formed the three pillars of the Association’s advocacy at the bargaining table. The ATA’s commitment to addressing these issues never wavered, and it pushed relentlessly to ensure that the voices of its members were heard and acted upon.

In particular, ATA strongly advocated for class size limits, recognizing the impact that large and complex classrooms have on both teachers and students. The Association shared how their efforts mirrored those seen in other provinces, such as British Columbia, where, it argued, clear class size limits have led to tangible improvements in teaching and learning conditions. The Association, while preferring to obtain the limits it sought, recognized that the Government’s commitment of additional funding, beyond what was announced for in Budget 2025, and its provision of a place at the decision-making table for Alberta teachers allows teachers to have a say in improving their classrooms.

In addition to class complexity, the ATA advocated that teachers' compensation was a critical issue in the bargaining process. Teachers in Alberta have seen their purchasing power erode over the years due to inflation, and the ATA said that salary increases were essential to enable its members not only to recover lost ground but also to remain competitive in the face of rising living costs. It argued that the emerging public sector of general wage increases of 3% per year would need to be bolstered by something like the unified grid structure, to allow teachers to see increases not seen in recent rounds of central table.

Overall ATA posited that improving salaries, benefits, and classroom conditions not only attracts and retains highly skilled professionals in the education sector but also demonstrates an investment that will extend beyond the classroom, providing lasting benefits to all Albertans.

TEBA's position was that any settlement encompassing these outstanding issues must include consideration of the interests of both halves of the TEBA partnership – school boards and government. TEBA articulated a need to find a balance between reasonable and evidence-based compensation increases for teachers and potential investments in the system that will enable the hiring of additional teachers to mitigate pressures associated with increasing enrolment and classroom complexity.

On the matter of general wage increases, TEBA noted the emerging settlement trend in Alberta's public sector of general wage increases of 3% per year, which aligns with settlements observed for teachers in other provinces. TEBA provided evidence that current teacher compensation is generally aligned with the labour market for teachers in Canada (except for the substitute teacher daily rate, which is addressed in the agreed items).

TEBA also identified benefit cost increases in recent years as a significant concern for school boards and stressed the importance of containing costs and liabilities arising from group health benefit plans. TEBA further articulated concerns about requiring school boards to change benefit carriers through central negotiation processes.

Concerning conditions of practice, TEBA highlighted the operational, fiscal, and capital planning challenges associated with prescriptive proposals related to class size, complexity, and inclusion. TEBA noted the potential benefits of collaborative discussions at the local level, by which teachers and school division administrators can work together to address emergent workload and classroom complexity concerns.

Recommendations On Outstanding Issues

1. General Wage Increase and Unified Grid

In making the following recommendations on the general wage increases, I have been persuaded by the emerging wage settlement trend in Alberta's public sector and the settlements observed for teachers in other provinces. I recommend a general wage increase of 3% per year for all teachers on all grids and allowances.

In addition, I recommend moving to a unified wage grid for teachers. Teachers and school boards currently administer multiple wage grids, with different wage maximums, different education recognition and inconsistent wage increases between steps on the grid. Moving from sixty-one (61) grids to a final unified salary grid will require multiple rounds of collective bargaining, however I recommend the process begin during this collective agreement term. I recommend implementing the unified grid on February 1, 2027. I recommend the unified grid be "The Grande Prairie School Division salary grid, not including TQS-7". Effective February 1, 2027 the unified grid will replace the wage grid in each collective agreement, subject to the exceptions and transition provisions included in the recommendation.

Moving to a unified grid during this collective agreement term will provide many teachers with an additional salary increase and potential for higher maximum salaries than their current grids provide. While not based on similar factors, I believe the move to a unified grid also demonstrates the type of case specific creativity shown in the nurses' settlement.

The cost of moving to a unified salary grid needs to be balanced with the parties' mutual desire to make significant new funding available for the classroom complexity issues. Delaying the move to the unified grid should enable school boards to adequately plan for the processes and funding to implement the grid. It will allow the parties time to implement the local committees to address classroom complexity, size and inclusion supports (see Conditions of Practice) and take steps outlined in the Government Commitment letter in Appendix B.

All teachers should receive the general wage increases and no individual teacher should suffer a loss when moving to the unified salary grid, so I recommend some implementation transition measures for school boards moving from their current wage grid to the unified wage grid. Also, five school boards currently have grids containing higher salary maximums than the Grande Prairie grid, so I recommend maintaining those handful of grids and addressing their unification in a future round of bargaining.

In addition, the Grande Prairie wage grid and two other school boards' wage grids contain a TQS-7. For this term, I recommend that only those three grids retain TQS-7, but no other grids add implement TQS-7 until the parties address that matter in future collective bargaining. Only teachers covered by collective agreements which contain a TQS-7 grid on January 31, 2027 shall receive or be eligible to receive a TQS-7 salary rate from February 1, 2027. Collective agreements that do not contain a TQS-7 grid on January 31, 2027 will not have a TQS-7 grid added when moving to the unified grid on February 1, 2027. Teachers covered by a collective agreement that does not contain a TQS-7 grid on January 31, 2027 shall not be eligible to be placed at TQS-7, even if their education is evaluated by the Teacher Qualification Service at TQS-7.

I recommend:

- Retroactive to September 1, 2024 – 3% increase to local salary grids
- Effective September 1, 2025 – 3% increase to local salary grids
- Effective September 1, 2026 – 3% increase to local salary grids
- Effective February 1, 2027 – Repeal and replace salary grids in all collective agreements with the salary grid in the collective agreement between the Association and The Grande Prairie School Division (including steps 0-9 and TQS-4, TQS-5, TQS-6, but not including TQS-7), with the following exceptions:
 - The Fort McMurray School Division, The Fort McMurray Roman Catholic Separate School Division, The Fort Vermilion School Division, The Northland School Division, and The Peace River School Division collective agreements will retain their salary grids (as amended by the preceding general wage increases).
 - The Holy Family Catholic Separate School Division and the Living Waters Catholic Separate School Division grids will be replaced by the salary grid in the collective agreement between the Association and The Grande Prairie School Division, including steps 0-9 and TQS-4, TQS-5, TQS-6, and TQS-7.
 - Category 6 Max for The Sturgeon School Division shall not be reduced from the September 1, 2027 rate of \$115,806. For all other categories and steps, the Grande Prairie School Division salary grid will apply on February 1, 2027.
- Effective February 1, 2027, to ensure no teacher will receive a reduction in pay as a result of the unified grid, any continuous, probationary, or temporary teacher will receive the necessary experience increments to maintain their previous level of pay without deduction from experience credited under clause 3.4.
- Effective September 1, 2027 – 3% increase to all salary grids.
- Percentage adjustments provided as general wage increases will also apply to allowances. The minimum principal allowance shall not change, but monetary elements

of local administrator allowance calculations will be adjusted in accordance with general wage increases.

- Substitute teacher increases are as per the agreed items.

2. Sick Leave and Group Health Benefits

TEBA and the ATA worked diligently to renew sick leave provisions based on a strong shared interest in teacher wellness and ensuring teachers are supported and healthy when returning to work. ATA's commitment to unified sick leave language was conditioned on no teacher being disadvantaged and that all school boards move to the Alberta School Employee Benefits Plan (ASEBP) as a benefit provider to enable all teachers to obtain benefits of the Alberta School Employee Benefits Plan Sick Leave Support Program. TEBA advocated that unified sick leave language should have as few exceptions as possible to support common interpretations and shared understanding, and not expand entitlements or costs beyond current levels.

There is substantial benefit and potential administrative cost savings for teachers and school boards to move towards the same language for sick leave and support programs, while not disadvantaging any teacher nor expanding entitlements to any teacher. As part of the balance, I also recommend including a requirement that those school boards who do not currently contract with the ASEBP as a benefit provider be required to do so within this collective agreement term, but with sufficient transition time to wind up their contracts with other benefit providers.

I recommend:

Effective September 1, 2026

Repeal and replace Article 10 in all collective agreements with the following Article:

10. Sick Leave

- 10.1 Sick leave with pay shall be granted to a teacher if they are unable to perform their regular duties due to illness or injury, or for the teacher to attend necessary medical or dental appointments and treatments.
 - 10.1.1 Teachers will make every effort to schedule appointments and treatments outside of the operational calendar.
 - 10.1.2 If scheduling such appointments or treatments outside of the operational calendar is not possible, teachers will make every effort to limit their absences for appointments to a maximum of one-half (1/2) day for each such occurrence.

- 10.1.3 For the purposes of Article 10, “regular duties” shall be interpreted in a manner consistent with the *Education Act*.
- 10.2 Teachers in their first year of employment with the school division will have access to twenty (20) operational days of sick leave, or the total number of operational days within the contract divided by nine (9), whichever is the lesser number of operational days.
- 10.2.1 The sick leave referenced in clause 10.3 will be available to the teacher upon the commencement of their employment contract.
- 10.3 Teachers in their second and subsequent year of employment with the school division will have access to ninety (90) calendar days of sick leave.
- 10.3.1 A teacher in their second and subsequent year of employment who returns from sick leave to regular duties shall have the ninety (90) calendar day sick leave entitlement reinstated after the teacher has returned to work for seven (7) consecutive operational days.
- 10.3.2 If sick leave is taken during the first seven (7) consecutive operational days following return to duty, sick leave shall only be available to the extent of the unused portion of the initially available ninety (90) calendar days.
- 10.3.3 Notwithstanding Clause 10.2.1 and 10.2.2, the sick leave entitlement shall be reinstated retroactive to the date of the teacher’s initial return to work if a subsequent sick leave is required for a different medical condition, as confirmed by a qualified medical practitioner.
- 10.4 For the purposes of this article, a “year of employment” is eight (8) cumulative months under contract with a school division. Where a teacher is re-employed by a given school division, their sick leave will be administered in accordance with clause 10.3 if they were employed on contract for eight (8) cumulative months over the past five (5) years, provided that one (1) of the contracts is of four (4) or more consecutive months.
- 10.5 After three consecutive operational days of sick leave, the school division may require the teacher to provide a medical certificate from a qualified medical practitioner stating that the employee was unable to perform their duties because of an illness or injury.
- 10.5.1 Where there is a reasonable basis for doing so, the School Division may require the teacher to provide additional information from qualified medical practitioners for absences that exceed ten (10) operational days, including information regarding the teacher’s functional limitations and ability to return to work on a modified and/or part-time basis.
- 10.5.2 Nothing in this clause precludes a school division from requiring a teacher to undergo a medical examination by a physician named or approved by the board, in accordance with the *Education Act*.

- 10.5.3 Fees paid for obtaining medical certificates or medical notes required by the School Division shall be reimbursed following submission of a receipt.
- 10.5.4 In school divisions using the Alberta School Employee Benefits Plan Sick Leave Support Program, teacher participation in the program is mandatory.
- 10.5.5 When a teacher is subject to the Sick Leave Support Program or equivalent, the school division will make every effort to minimize duplicative requests related to the duty to accommodate or the employer's assessment of eligibility for the sick leave entitlement.
- 10.6 Prior to returning to work after an absence due to illness of more than twenty (20) consecutive calendar days, a teacher shall complete return-to-work documentation required by the school division, which will be signed by a qualified medical practitioner if required by the division.
 - 10.6.1 Fees paid for obtaining return-to-work documentation required by the School Division shall be reimbursed following submission of a receipt.
 - 10.6.2 A teacher will not be disadvantaged for the purposes of pay where the return date identified in return-to-work documentation is a non-operational day within the school year.
- 10.7 The parties acknowledge and commit to the duty to accommodate for disability up to the point of undue hardship as required by the *Alberta Human Rights Act*. The provisions of this agreement shall be administered in accordance with such law.
- 10.8 Extended Disability Benefits shall take effect after ninety (90) calendar days of continuous disability due to illness and/or injury, subject to approval by the benefit carrier. Eligible teachers shall apply for Extended Disability Benefits at the earliest possible opportunity.
- 10.9 No further salary, allowance, or benefits will be paid by the Employer after ninety (90) calendar days of continuous absence under this Article.
- 10.10 Where verified overpayment occurs, the overpayment shall be recouped from future payment(s) to the teacher over a reasonable period of time.

Agreement Between the Parties

The parties agreed that if the sick leave language is unified, this section is an implementation agreement between the parties that will not be reflected in any collective agreement.

1. In the Edmonton School Division collective agreement, Clause 10.8 in the unified sick leave language above will not be implemented, and Clause 10.5 in the 2020-24 collective agreement will remain in effect.
2. In the Wetaskiwin School Division collective agreement, Clause 10.8 in the unified sick leave language above will not be implemented, and Clause 10.5 in the 2020-24 collective agreement will remain in effect.

3. In the Peace Wapiti School Division collective agreement, Clause 10.7 in the 2020-24 collective agreement will continue to apply, renumbered to align with the unified sick leave language as applicable.
4. In Aspen View School Division collective agreement, Clause 10.1.4 in the 2020-24 collective agreement will continue to apply, renumbered to align with the unified sick leave language as applicable.
5. In Battle River School Division collective agreement, Clause 10.1.1 (b) in the 2020-24 collective agreement will continue to apply, renumbered to align with the unified sick leave language as applicable.
6. In Calgary Public School Division collective agreement, Clause 10.2.1 in the 2020-24 collective agreement will continue to apply, renumbered to align with the unified sick leave language as applicable.
7. In Elk Island Catholic School Division collective agreement, Clause 10.104 in the 2020-24 collective agreement will continue to apply, renumbered to align with the unified sick leave language as applicable.
8. In Greater St Albert Catholic School Division collective agreement, Clause 10.9 in the 2020-24 collective agreement will continue to apply, renumbered to align with the unified sick leave language as applicable.
9. Pembina Hills School Division collective agreement, Clause 10.6 in the 2020-24 collective agreement will continue to apply, renumbered to align with the unified sick leave language as applicable.
10. In Red Deer Public School Division collective agreement, Clause 10.2 in the 2020-24 collective agreement will continue to apply, renumbered to align with the unified sick leave language as applicable.
11. In Sturgeon Public School Division collective agreement, Clause 10.5 in the 2020-24 collective agreement will continue to apply, renumbered to align with the unified sick leave language as applicable.

I also recommend:

Article 7 Group Health Benefits

The Calgary School Division, The Calgary Roman Catholic Separate School Division, and The Fort McMurray Roman Catholic Separate School Division will engage the Alberta School Employee Benefit Plan (ASEBP) as the carrier for group health benefits during the term of this agreement. These school divisions shall individually complete this transition as soon as reasonably practicable given existing contractual obligations, but no later than August 31, 2028.

In alignment with this transition, the following amendments to Article 7 in The Calgary School Division, The Calgary Roman Catholic Separate School Division, and The Fort McMurray Roman Catholic Separate School Division collective agreements with the Alberta Teachers' Association will take effect on the date that ASEBP becomes the benefit carrier for the division, as stipulated below:

The Calgary School Division

- Repeal clause 7.1 and replace with the following:

7.1. The School Division's contribution to group insurance premiums for teachers employed by the School Division shall be at the rate stipulated in the following table.

Alberta School Employee Benefit Plan	
ASEBP Life Insurance Plan 2	100%
ASEBP Accidental Death and Dismemberment Plan 2	100%
ASEBP Extended Disability Benefits Plan D	100%
ASEBP Dental Care Plan 3 ASEBP Vision Care Plan 3	100%
Extended Health Care Plan 1	100%

The Calgary Roman Catholic Separate School Division

- Repeal clause 7.1 (except provisions related to Health Spending Account) and replace with the following:

7.1. The School Division's contribution to group insurance premiums for teachers employed by the School Division shall be at the rate stipulated in the following table.

Alberta School Employee Benefit Plan	
ASEBP Life Insurance Plan 2	100%
ASEBP Accidental Death and Dismemberment Plan 2	100%
ASEBP Extended Disability Benefits Plan D	100%
ASEBP Dental Care Plan 3 ASEBP Vision Care Plan 3	100%
Extended Health Care Plan 1	100%

The Fort McMurray Roman Catholic Separate School Division

- Repeal clauses 7.1.1 through 7.1.6 and replace with the following:

7.1.1. The School Division's contribution to group insurance premiums for teachers employed by the School Division shall be at the rate stipulated in the following table.

Alberta School Employee Benefit Plan	
ASEBP Life Insurance Plan 2	100%
ASEBP Accidental Death and Dismemberment Plan 2	100%
ASEBP Extended Disability Benefits Plan D	100%
ASEBP Dental Care Plan 3 ASEBP Vision Care Plan 3	100%
Extended Health Care Plan 1	100%

3. Northern Incentives

The parties agreed on a new Letter of Understanding to provide Northern Incentives to certain teachers and school boards effective September 1, 2025. The only point they disagree on is whether these elements should likewise align with the rest of the public sector by being non-pensionable.

I recommend the Northern Incentives mirror the rest of the public service, so they are non-pensionable. Specifically, I recommend amending the following sentences to read:

Under the Northern Allowance:

- The Northern Allowance is not part of insurable income for benefit purposes **and is not pensionable.**

Under the Remote Retention Allowance:

- The Remote Retention Allowance is not part of insurable income for benefit purposes **and is not pensionable.**

Therefore, I recommend the agreed Letter of Understanding be amended to read:

Effective September 1, 2025

NEW Letter of Understanding – Northern Incentives

The parties agree that the following northern incentives will be applied in applicable school boards and school sites, effective September 1, 2025.

Northern Allowance

- A teacher whose primary employment is at a work site north of the 57th parallel will receive a Northern Allowance of \$6,300 per year, prorated by FTE for part-time teachers.
- The Northern Allowance will be calculated on a monthly basis and paid per pay period for all Employer-paid operational days.
- The Northern Allowance will not be paid for periods of leave that are unpaid by the employer, including extended disability or WCB (if applicable).
- The Northern Allowance is considered to be taxable income.
- The Northern Allowance is not part of insurable income for benefit purposes **and is not pensionable**.
- This allowance does not apply to teachers working in the Regional Municipality of Wood Buffalo who are eligible for the Fort McMurray Allowance.

Remote Retention Allowance

- A teacher whose primary employment is at a work site between the 55th and 57th parallel will receive a Remote Retention Allowance of \$3,000 per year, prorated by FTE for part-time teachers.
- The Remote Retention Allowance will be calculated on a monthly basis and paid per pay period for all Employer-paid operational days.
- The Remote Retention Allowance will not be paid for periods of leave that are unpaid by the employer, including extended disability or WCB (if applicable).
- The Remote Retention Allowance is considered to be taxable income.
- The Remote Retention Allowance is not part of insurable income for benefit purposes **and is not pensionable**.
- This allowance does not apply to teachers working in the Regional Municipality of Wood Buffalo who are eligible for the Fort McMurray Allowance.

Fort McMurray Allowance (FMA)

- The FMA continues to apply for teachers in The Fort McMurray School Division and The Fort McMurray Roman Catholic Separate School Division. TEBA, the Association, and affected School Divisions will review existing Collective Agreement language related to the FMA following ratification and make any amendments necessary to bring language into alignment with current practices for the FMA in the broader public sector.
- Any teacher whose primary employment is at a work site in the Regional Municipality of Wood Buffalo who is not currently receiving the FMA will begin to receive the FMA effective September 1, 2025.

Northern Travel Allowances

- Northern Travel Allowances continue to apply in accordance with existing collective agreement provisions and school division practices.

The Teachers' Employer Bargaining Association reserves the right to amend or terminate this Letter of Understanding with 90 days' notice.

4. Conditions of Practice

Classroom complexity, size and inclusion issues comprised a significant portion of the mediation discussions. I recommend a new clause be added to all collective agreements to identify a process for teachers to access when concerned that classroom complexities (including size) and current levels of supports for inclusion are affecting the teacher's ability to provide professional service in accordance with the Teaching Quality Standard. I further recommend that the details of the process be set out in a new Letter of Understanding that the parties can refine in the future.

I recommend the new clause in the agreement and the new Letter of Understanding read:

8. Conditions of Practice – Add to all collective agreements

- 8.X** The School Division will establish a local Complexity and Inclusion Working Group (CIWG) to review circumstances where teachers are concerned that classroom complexities (including size) and current levels of supports for inclusion are affecting the teacher's ability to provide professional service in accordance with the Teaching Quality Standard. The CIWG will be administered in accordance with Letter of Understanding X – Classroom Improvement Working Group.

Letter of Understanding X – Classroom Improvement Working Group (CIWG) – Add to all collective agreements

WHEREAS the parties recognize that supportive classroom conditions are essential to student success and ensuring a sustainable and rewarding work environment for teachers.

AND WHEREAS the parties acknowledge that school boards are responsible for allocating operational resources in Alberta's education system and make key decisions affecting classroom conditions, and that local discussions are essential to any resolution of concerns related to classroom complexity and inclusion;

AND WHEREAS the parties recognize that provincial government policies and decisions shape the education system within which school boards operate and teachers provide professional services;

NOW THEREFORE IT IS AGREED THAT:

1. Each CIWG will be comprised of four Association members, (one of whom must be a Principal) appointed by the ATA Local and four members appointed by the School Division (of whom one must be an Associate/Assistant Superintendent or equivalent in the School Division).
2. Each CIWG will be co-chaired by an Association member and the Associate/Assistant Superintendent.

3. Issues will be raised to the CIWG agenda through the Association's Co-Chair. The Association Co-Chair will circulate an agenda and supporting information relevant to each issue.
4. Issues specific to circumstances in a particular classroom may only be raised to the CIWG if a prior discussion occurred between the teacher and the school's principal, and the issue was not resolved. Issues raised to the CIWG will not be considered to be criticism of a teacher or principal's professional competence or professional reputation.
5. The CIWG will engage in problem-solving discussion on a without prejudice basis, which may include:
 - a. defining the issue;
 - b. identifying the root cause of the issue;
 - c. generating potential options for resolving the issue; and,
 - d. resolving the issue, where possible.
6. The CIWG may engage the support of additional subject matter experts to assist with the above discussion.
7. The CIWG has the option of participating in voluntary mediation on a given circumstance before the CIWG. Discussions at this stage are conducted on a without prejudice basis.
8. School Divisions will seek to implement consensus-based solutions arising from CIWG discussions, but the outcomes of the CIWG meetings are not binding on either party.
9. Should an issue remain unresolved by the CIWG, the issue shall be referred to the Superintendent. A resolution meeting between the Local President and the Superintendent will be held within 20 operational days. The Superintendent will provide a written response within 10 days operational days of the meeting, detailing the resolution of the issue (if applicable), or the reasons why the issue cannot be resolved at that time.
10. Where an issue is not resolved, the CIWG shall direct a report to the Teacher Policy and Education Funding Working Group with a brief factual summary of the issue and the Superintendent's reasons that the issue could not be resolved, to inform future collaborative discussions on working conditions.
11. Transitional: The local committee shall be struck and have an initial meeting by the end of the 2024/25 school year, to prepare for the 2025/26 school year.

Ratification by The Parties

It is understood that these Recommendations are subject to ratification by the parties under section 65 (6) of the *Labour Relations Code*.

I encourage both parties to give serious consideration to these recommendations as a basis for settlement of the outstanding issues to enable them to move forward with local bargaining.

I request that each party officially advise me, by email on or before 5:00 pm, Tuesday, May 6, 2025, if you accept or reject these recommendations. Please copy the other party. If this deadline is unworkable due to scheduling issues, then please request an extension in writing, with a copy to the other party.

If these Mediator's Recommendations and Agreed Items are accepted by members of the ATA and TEBA, the enclosed commitments will become effective in accordance with the terms set out therein. Further, school jurisdictions and the ATA will be committed to formally amend the existing 61 Collective Agreements accordingly.

I remain assigned to the file and am available to assist you if you need it.

Thank you for your assistance in the process.



Deborah M. Howes, C. MED.
Mediator

cc. Adrien Graci, Director of Mediation Services

APPENDIX “A” - Items Previously Agreed Between The Parties On Central Bargaining Matters

Except where indicated, agreed items take effect the first of the month following central ratification.

1. Application/Scope – Remove LOU 1 and add LOU language to Article 1 as amended

1.X ASSOCIATION AND TEBA LABOUR RELATIONS COMMITTEE JOINT COMMITTEE TO ASSIST TRANSITION FROM CENTRAL TO LOCAL BARGAINING

1.x.1. Scope

*TEBA and the Association agree to form a committee **for the ongoing discussion of the central settlement and associated labour relations matters.** ~~which will assist in the transition from central to local bargaining.~~ This committee will be available to:*

- a) Assist in resolving differences arising from the local bargaining process where the parties to the collective agreement disagree about whether a particular matter is a **central or local matter**;*
- b) Clarify the understanding of the Association and TEBA regarding central table provisions;*
- c) **Assist in resolving differences arising from legislative changes or labour relations issues that may have an effect on central provisions, and,***
- d) Advise on the production and revision of collective agreements.*

1.x.2. Structure

- a) **The committee will meet as necessary at times determined by the Association and TEBA. Either party may require a meeting to be scheduled.***
- b) The Association and TEBA shall each bear the cost of their participation in this committee.*
- c) The Association and TEBA will each appoint three (3) representatives to the committee.*
- d) The committee will be chaired jointly.*

1.x.3 Processes for the committee’s operation will be established by the mutual agreement of the parties and may be amended from time to time.

~~3. Process~~

- ~~*a) Where the Association, TEBA, or an Employer/School Division have a difference in interpretation of the central and local matters placement list, or where a mediator appointed to support local parties in local bargaining seeks clarification, the difference may be referred in writing to the Transition Committee through the joint chairs.*~~
- ~~*b) The Transition Committee shall meet to determine the matter and will communicate their decision in writing to the parties of the collective agreement, and mediator where applicable.*~~
- ~~*c) In circumstances when the Transition Committee is unable to agree on a*~~

~~determination under clause 1(a) of this Letter of Understanding, the Association and/or TEBA may refer the matter to the Trial Expedited Arbitration Process.~~

1.x.4 The Association and TEBA may jointly, or independently, issue communication to clarify understanding arising from the Labour Relations Committee.

~~Signed by the parties on October 11, 2018.~~

2.8 Provision of Information

2.8.1 As the Association is the bargaining agent for the teachers employed by each Employer/School Division, each Employer/School Division shall provide to the Association at least twice each year no later than October 31 and May 31, a common report, in a format established by TEBA, with a list of Employer/School Division employees who are members of the Association and include the following items for each teacher:

2.8.1.1. name,

2.8.1.2. certificate number,

2.8.1.3. home address

2.8.1.4. personal home phone number

2.8.1.5. the name of their school or other location where employed

2.8.1.6. contract type,

2.8.1.7. full time equivalency, and,

2.8.1.8. salary grid placement.

Where reasonably possible, the Employer/School Division will identify teachers on leaves of absence greater than five months. Nothing in this clause prevents the Employer/School Division from providing the information on a more frequent basis.

The Association may submit a request to a School Division for updated information to support its representative duties. Such requests shall not be unreasonably denied.

School Divisions shall provide the information needed for the Association to contact individual new hires and returning teachers independently of the School Division to obtain the teacher's election, if and as required by Election of Union Dues Regulation. Such information shall be provided to the Association within ten (10) operational days of the teacher returning or gaining employment with the School Division.

- 2.8.2. The Employer/School Division shall provide the following information to the Association and to TEBA annually as soon as possible after September 30th but no later than the last operational day in December:
- 2.8.2.1. Health Spending Account (HSA)/Wellness Spending Account (WSA)/Registered Retirement Savings Plan (RRSP) utilization rates;
 - 2.8.2.2. Most recent Employer/School Division financial statements
 - 2.8.2.3. Total benefit premium cost;
 - 2.8.2.5. Current benefit premium rates;**
 - 2.8.2.64. Total substitute teacher cost;
 - 2.8.2.75. Total principal/vice-principal/assistant principal allowance cost;
 - 2.8.2.86. Total other allowance cost; and
 - 2.8.2.97. Notwithstanding the timeline set out in 2.8.2, the full-time assignable hours for a typical full time teacher for each school shall be provided no later than October 31.

3.3 Education

3.3.1. The evaluation of teacher education for salary grid purposes shall be determined by a statement of qualifications issued by the Alberta Teacher Qualifications Service in accordance with the policies and principles approved by the Teacher Salary Qualifications Board established under Memorandum of Agreement among the Department of Education, The Alberta Teachers' Association and the Alberta School Trustees' Association dated March 23, 1967.

3.3.2. ~~The adjustment dates for increased teacher's education shall be September 1, and February 1.~~

3.3.3. For newly employed teachers to the Employer/School Division, until such time as the Employer/School Division receives satisfactory proof of teacher education or proof of application made to Teacher Qualification Service, the teacher will be placed at four years education.

3.3.3.1. If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the **commencement of employment** ~~above mentioned adjustment dates in 3.3.2.~~

3.3.3.2. If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted **retroactive to** the month following such submission.

3.3.4. Teachers claiming additional education shall supply proof of teacher education or proof of application made to Teacher Qualification Service to the Employer/School

Division within (60) operational days from the date of completion of education or commencement of employment.

3.3.4.1 If proof of teacher education or application is received within (60) operational days, payment shall be made retroactive to the **month following such submission** ~~above mentioned adjustment dates in 3.3.2.~~

3.3.4.2 If proof of teacher education or application is not submitted within (60) operational days, salary will be adjusted **either September 1 or February 1, whichever date is closest after the submission** ~~the month following such submission.~~

3.5 Special Considerations for Other Education and Experience – Repeal and replace language in all collective agreements

3.5.1 In addition to teacher education as per clause 3.3 and teacher experience as per clause 3.4, the School Division shall evaluate the education and experience of teachers who require trade or other specialized education and experience as a requirement of their teaching assignment.

3.5.1.1 Teachers must present valid proof of education and experience, satisfactory to the School Division, prior to this evaluation.

3.5.1.2 This evaluation shall be conducted when a teacher is hired to teach a Career and Technology Studies/Foundations (CTS/CTF) or other program where trade or other specialized education or experience is required, when a teacher is assigned to teach such a program, or when a teacher upgrades their trade or other qualifications.

3.5.1.3 A copy of the decision will be provided to the teacher.

3.5.2 After the evaluation in 3.5.1 has concluded, the School Division shall place a teacher on a step greater than their experience and/or education dictates under clauses 3.3 and 3.4 to recognize additional experience and/or education, up to the maximum provided in the applicable category.

3.5.3 Such recognition for teacher education purposes will no longer be recognized if the teacher, at their request, no longer provides instruction in a CTS/CTF course where the course curriculum requires the teacher to have technical trade qualifications.

5. Substitute Teachers - Compensation

- Effective September 1, 2024, apply a 3% increase to full day substitute teacher rates of pay in all collective agreements (and partial day rates of pay, where specified).
- Effective September 1, 2025, amend full day rates of pay in all collective agreements to be \$271 per day.
- Effective September 1, 2026, apply a 3% increase to the full day rate of pay.

- Effective September 1, 2027, apply a 3% increase to the full day rate of pay.

Effective September 1, 2025, repeal and replace all partial and extended day substitute teacher rates of pay in collective agreements with the following provision:

5.2 Partial Day and Extended Day Rates

5.2.1 Substitute teachers shall receive pay for partial and extended days in accordance with the following schedule:

<i>Up to and including 50% of the day</i>	<i>Between 50 and 60% of the day</i>	<i>Between 60-100% of the day</i>	<i>Extended day</i>
50% of the daily rate	60% of the daily rate	100% of the daily rate	Prorated in accordance with the extension of the day, but no less than 110% of the daily rate

5.2.2 Substitute teachers accepting multiple partial day assignments on the same day shall not receive more than 100% of the daily rate unless teaching in a school with an extended day.

5.2.3 Notwithstanding 5.2.3, nothing shall prevent part-time teachers from accepting substitute teacher work or being compensated in accordance with clause 5.2.

5. Substitute Teachers – Training

- **Add to all collective agreements, except the agreements listed below, where this clause will repeal and replace existing clauses.**
- **This clause is not intended to replace existing clauses related to professional development.**
- **Where clauses refer to both training and professional development, training will be removed from the existing clause and this provision will be added.**

5.x A substitute teacher who must complete training, at the employer's request, to maintain their availability on the substitute teacher roster and who provides such service shall be compensated in accordance with clause 5.1.

Existing Training Clauses

Black Gold, Calgary Catholic, Canadian Rockies, CBE, Clearview, Foothills, Holy Spirit, Horizon, Lethbridge, Livingstone Range, Palliser, Parkland, Prairie Land

15. Grievance Procedure - Amend

~~Subject to Letter of Understanding on Interim Grievance Procedure, current article 15 and 16 apply until date of ratification of local agreements.~~

- 15.1 This procedure applies to differences:
 - 15.1.1 about the interpretation, application, operation or alleged violation of any collective agreement provision including the question of whether such difference is arbitrable;
 - 15.1.2 where the Association asserts that terms are implied or incorporated into the collective agreement including the question of whether such a difference is arbitrable.
 - 15.1.3 concerning the imposition of discipline for just cause but excluding those matters where the teacher has a right to file an appeal to the Board of Reference under the *Education Act*.**

16. Discrimination – Add to all collective agreements

16.X Discrimination

- 16.X.1 There shall be no discrimination, harassment, restriction or coercion exercised or practiced by either party in respect of any Employee by reason of age, race, colour, ancestry, place of origin, source of income, political or religious beliefs, gender, sexual orientation, family status, marital status, physical disability, mental disability, gender identity, gender expression nor by reason of activity in the Association nor in respect of an Employee's or Employer's exercising any right conferred under this Agreement or any law of Canada or Alberta.**
- 16.X.2 Article X.1 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.**

16. Discipline and Association Representation – Add to all collective agreements

16.X Discipline and Association Representation

- 16.X.1 No Teacher, substitute teacher, teacher with a principal or other administrative, supervisory or consultative designation shall be formally disciplined without just cause. Such cause shall be provided to the Teacher in writing within five (5) operational days from when the Teacher is informed of a formal disciplinary action.**
- 16.X.2 Before the imposition of any formal disciplinary action or investigation, the Teacher shall be given particulars of the matter being considered or investigated that may lead to any formal disciplinary action.**

16.X Association Representation

- 16.X.1 Teachers shall have a right to Association representation during any proceedings and/or any meetings where there is a substantial likelihood that the allegation(s) being investigated or discussed, if substantiated, would lead to formal disciplinary action.**
- 16.X.2 Where circumstances permit, the School Division shall schedule a proceeding**

and/or meeting referred to in 16.X.3.1 with the Teacher by giving reasonable advance notice which shall not be less than 24 hours, with reasonable consideration for non-operational days. At such proceeding and/or meeting a teacher may be accompanied by a representative of the Association and the Association representative shall have the opportunity to be present and participate fully on behalf of the Teacher.

- 16.X.3** The School Division shall inform the Teacher prior to such proceeding and/or meeting taking place that the Teacher may be accompanied by a representative of the Association. However, should the Association representative be unavailable in a reasonable amount of time, the School Division shall not be prevented from proceeding with the disciplinary process. The Association shall not withhold or unreasonably delay requested representation.

16. Full-Time Teacher Contiguous Timetable – Add to all collective agreements

16.X Full-Time Teacher Contiguous Timetable

- 16.X.1** A full-time teacher's regularly scheduled assignment should be contiguous. When a contiguous assignment is not reasonably practicable a written rationale for the scheduling decision will be provided if requested by the teacher. Nothing in this clause precludes a non-contiguous timetable through mutual agreement between the teacher and school division.

16. Occupational Health and Safety – Add to all collective agreements

16.X Occupational Health and Safety

- 16.X.1** The School Division and the Association recognize the importance of promoting a safe and healthy environment for employees.
- 16.X.2** The School Division and the Association agrees to fulfil its obligation under Alberta's Occupational Health and Safety Act (OHS) and all applicable legislation.
- 16.X.3** The School Division recognizes that every Teacher has the right to work in an environment free from harassment, violence and threats of violence. The Board shall take every reasonable precaution for the protection of Teachers from harassment, violence or threats of violence.
- 16.X.4** Within the obligations to maintain appropriate risk assessment and mitigation processes, teachers ought to be informed of potential risks which may arise from student behaviour challenges they could reasonably anticipate to encounter in the course of their work within the school, and where that risk could expose the teacher to violence or physical injury. Notwithstanding, the School Division and Association acknowledge this commitment is subject to the provisions of the Student Records Regulation.

Letter of Understanding – Trial Process for Concurrent Experience – Add to all collective agreements

WHEREAS a school year is typically observed to operate from September 1 of a given year to August 31 of the following year.

AND WHEREAS the Association and the TEBA wish to trial a process for recognizing concurrent service earned over a full year of employment.

NOW THEREFORE THE PARTIES (THE ASSOCIATION AND TEBA) AGREE TO THE FOLLOWING:

Effective September 1, 2025, concurrent service earned between June 1 of a given year and May 31 of the following year will be considered in determining the subsequent September 1 experience increment calculation.

During the period between June 1 and July 31 of a given year, teachers may submit proof of experience earned concurrently with other school divisions between June 1 of the previous year and May 31 of the given year (in the manner described in clause 3.4) for inclusion in the subsequent September 1 experience increment calculation. Only one request for written proof of concurrent experience shall be made per school year.

Any increase in experience resulting from this Letter of Understanding shall remain regardless of the termination of this LOU.

The Joint Labour Relations Committee will review issues arising from the operation of this Letter during the term of this agreement.

This Letter of Understanding expires August 31, 2028. Notwithstanding, it will bridge to the date of central ratification for the next settlement.

Letters of Understanding - Disposition

- Letter of Understanding #2 – Re: Interim Grievance Procedure
 - Remove/Housekeeping
- Letter of Understanding #4 – Bill 32 (Restoring Balance in Alberta’s Workplaces Act)
 - Remove
- Letter of Understanding #5 – Bill 15 (Education (Reforming Teacher Profession Discipline Amendment Act, 2022))
 - Remove
- Letter of Understanding #6 – Expedited Arbitration (12 month pilot)
 - Remove/housekeeping
- Letter of Understanding #7 – Duty To Accommodate
 - Remove/housekeeping
- Letter of Understanding #8 – Distributed Education Conditions of Practice
 - Retain
- Letter of Understanding #9 – Experience Form
 - Retain
- Letter of Understanding #10 – Northland School Division Housing

- Retain in Northland School Division Collective Agreement

TEBA-ATA Commitment on Processing of Monetary Adjustments – Not appended to collective agreements

TEBA and the Association agree to calculate adjustments for all applicable rates of pay (including, but not limited to, salary grids, substitute teacher rates of pay, administrative allowances) for school boards' use in collective agreements. TEBA and the ATA will provide mutually-agreed figures to school boards no later than sixty (60) calendar days following the date of central ratification.

TEBA-ATA Letter of Understanding on Assigned Duties – Not appended to collective agreements

WHEREAS the assigned time is defined as “the amount of time that School Divisions assign teachers and within which they require teachers to fulfill various professional duties and responsibilities” and includes “other activities that are specified by the School Division to occur at a particular time and place within a reasonable work day”;

WHEREAS TEBA and the Association agreed to Joint Interpretation Bulletins #1 and #4 following the ratification of the 2016-18 central agreement to provide guidance to school boards and teachers on the interpretation of the assigned time definition and the reasonableness of “other activities” in the context of a teacher’s professional responsibilities.

NOW THEREFORE THE PARTIES AGREE THAT:

- 1. TEBA and the Association will jointly review and discuss Joint Interpretation Bulletin #1 and #4 following the ratification of the central agreement.**
- 2. The review will include (but not be limited to) consideration of the appropriateness of assignments related to student medical conditions or communicable diseases, as well as assignments related to other functions in the school environment normally performed by non-certificated staff.**
- 3. The parties will distribute the Joint Interpretation Bulletins (inclusive of any agreed changes), to school boards no later than December 31, 2026.**

TEBA Commitment – Not appended to collective agreement

Special Considerations for Other Education and Experience:

Following ratification, TEBA shall provide the following letter to the Association

clarifying TEBA's understanding that no teacher will suffer a loss of pay as a result of the harmonization of this provision:

This letter is provided to clarify an understanding reached by the Alberta Teachers' Association (ATA) and the Teachers' Employer Bargaining Association (TEBA) in the 2024 round of central teacher bargaining.

In the course of negotiating amendments to collective agreement provisions related to "Special Considerations for Other Education and Experience" (Article 3.5), the parties sought to harmonize provisions under a common set of terms. In doing so, the ATA and TEBA agree that no teacher would suffer a loss of pay as a result of the harmonization of these provisions.

Specifically, consideration of education and experience under these provisions would not result in a reduced recognition.

Sincerely, Scott McCormack TEBA Chair

Appendix “B” - Government Commitment - Teacher Policy and Education Funding Working Group

This commitment by Alberta Education (AE), to be appended to collective agreements for information only. This commitment extends to June 30, 2028.

WHEREAS the effective governance of the education system depends on professionals and leaders working collaboratively and sharing knowledge, skills, and experience to improve student achievement and well-being.

AND WHEREAS the provincial government, the Association, and school boards share an interest in understanding and informing education policy and funding decisions and recognize that the system would benefit from the establishment of a forum to facilitate this exchange of ideas and input.

AND WHEREAS the provincial government, the Association, and school boards agree that data collection is fundamental to robust discussion and successfully implementing possible system level changes.

AND WHEREAS the provincial government, the Association, and school boards commit to collaborative discussions and jointly making recommendations.

NOW THEREFORE IT IS COMMITTED THAT:

1. Effective April 15, 2025, Alberta Education will establish a Teacher Policy and Education Funding Working Group (TPEF).
2. The provincial government will budget **\$405 million** for the term of the agreement, to be distributed by Alberta Education to school boards after due consideration of Teacher Policy and Education Funding Working Group (TPEF) recommendations, as follows:
 - **\$125 million** for the 2025/26 school year;
 - **\$140 million** for the 2026/27 school year (subject to appropriation); and
 - **\$140 million** for the 2027/28 school year (subject to appropriation).
3. If the transitional measures in Section 18 of this commitment do not apply, the TPEF will meet for the first time no later than September 30, 2025.
4. The TPEF will consist of three appointees each by Alberta Education, ATA, and TEBA Board of Directors (from among the trustee representatives elected to the TEBA Board).
 - a. TPEF meetings will be chaired by an AE Assistant Deputy Minister.
 - b. Administrative support for the TPEF’s work will be provided by AE.
 - c. One (1) representative of the Teachers’ Employer Bargaining Association (TEBA) may attend TPEF meetings, but TEBA is not a member of the TPEF.
 - d. The TPEF will determine support persons required to provide relevant context and expert insight.
5. Each organization will be responsible for any costs arising from their appointees’

participation in the TPEF.

6. The TPEF will meet no fewer than two (2) times per school year to discuss possible, proposed, and/or existing education system policies and/or initiatives that impact teachers.
 - a. Parties may request up to two (2) additional meetings per year.
 - b. One meeting will occur between February 28 and March 31 in each year of the collective agreement term to discuss and make recommendations related to funding that may be distributed after consideration of TPEF priorities/recommendations.
7. The TPEF may engage in the following activities:
 - a. Discuss the development, implementation and evaluation of new and existing initiatives.
 - b. Consider expectations/practices that are no longer relevant in today's context.
 - c. Consult on the impact of initiatives on existing/future expectations on teachers.
 - d. Discuss training and professional learning requirements to support the implementation of initiatives.
 - e. Consideration of unresolved issues from local Complexity and Inclusion Working Groups.
8. Subjects for priority consideration by the TPEF may include, but are not limited to:
 - a. Aggression in the Classroom;
 - b. Allocation of committed funding;
 - c. Classroom Complexity (including Class Size);
 - d. Inclusion in the Classroom; and,
 - e. Literacy and Numeracy Screening Assessments.
9. This commitment does not preclude the provincial government from engaging or consulting education system stakeholders on these or other issues in different forums.
10. Discussions related to data may take place as they relate to the subjects for priority consideration.
11. Information or data shared shall not be shared with the general public unless the parties mutually agree otherwise.
12. AE, the ATA, ASBA, and TEBA will update stakeholders as they deem appropriate, but at least once per school year.
13. The TPEF will jointly establish any further terms of reference or processes required for the TPEF's effective operation.
14. The TPEF is established to facilitate informed discussions between the ATA, Alberta Education, and school boards. Outcomes from TPEF discussions may not be attributed to individual members of the TPEF.
15. The TPEF may make recommendations to the Minister of Education. Where the TPEF cannot reach a consensus recommendation, the Association and/or school board trustee

representatives may provide recommendations to the Minister.

16. Notwithstanding Section 15, prior to any party making an independent recommendation(s) to the Minister of Education, Deborah Howes, or a mediator acceptable to the parties, may facilitate discussions on the issue(s) in question to assist the parties in reaching a consensus recommendation. If consensus is not achieved, parties may then make their independent recommendation(s).

17. Committed funds will be subject to all applicable Alberta Education fiscal accountability and reporting requirements.

18. Transitional Measures – 2025/26 School Year Funding

Where a tentative agreement is in place by March 31, 2025 (or where a mediator's recommendation has been received that the Association has committed to recommend to membership for ratification), a TPEF meeting will be held by April 30, 2025 to discuss the allocation of funding for the 2025/26 school year. Deborah Howes will remain attached to the process to, or a mediator acceptable to the parties will, facilitate discussions on the allocation of funding for the 2025/26 school year to assist the parties in reaching a consensus recommendation.