

2025 Bill 2

Second Session, 31st Legislature, 4 Charles III

THE LEGISLATIVE ASSEMBLY OF ALBERTA

BILL 2

BACK TO SCHOOL ACT

THE PRESIDENT OF TREASURY BOARD AND MINISTER OF FINANCE

First Reading

Second Reading

Committee of the Whole

Third Reading

Royal Assent

BILL 2

2025

BACK TO SCHOOL ACT

(Assented to , 2025)

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

Interpretation

1(1) In this Act,

- (a) “ATA” means the “Alberta Teachers’ Association” as referred to in the *Public Education Collective Bargaining Act*;
- (b) “bargaining unit” has the same meaning as in the *Public Education Collective Bargaining Act*;
- (c) “employee” has the same meaning as in the *Public Education Collective Bargaining Act*;
- (d) “employer” has the same meaning as in the *Public Education Collective Bargaining Act*;
- (e) “expired central terms” means the central terms of the collective agreements that expired on August 31, 2024, which were determined through central bargaining and ratified in accordance with the *Public Education Collective Bargaining Act*;
- (f) “expired local terms” means the local terms of the collective agreements that expired on August 31, 2024, which were each determined through local bargaining and ratified in accordance with the *Public Education Collective Bargaining Act*;
- (g) “Francophone regional authority” has the same meaning as in the *Education Act*;
- (h) “Labour Relations Board” has the same meaning as “Board” in the *Labour Relations Code*;
- (i) “legislated collective agreement” means a collective agreement established under section 6;
- (j) “recommended bargaining proposal” means the amendments and modifications to the expired central terms and expired local terms set out in Part A of the Schedule to this Act, being those amendments and modifications proposed in Part A of the memorandum of agreement agreed to by the TEBA and ATA on September 23, 2025;
- (k) “school board” has the same meaning as “board” in the *Education Act* and *Northland School Division Act*;

- (1) “TEBA” means the “Teachers’ Employer Bargaining Association” as referred to in the *Public Education Collective Bargaining Act*.
- (2) Unless the context indicates otherwise, a word or expression used but not defined in this Act has the same meaning as in the following, as applicable:
 - (a) *Labour Relations Code*;
 - (b) *Public Education Collective Bargaining Act*.
- (3) For greater certainty, the amendments and modifications set out in the recommended bargaining proposal are to be read and construed in a manner that upholds the purpose of this Act.
- (4) This Act does not prejudicially affect any right or privilege guaranteed by section 93 of the *Constitution Act, 1867* or section 23 of the *Canadian Charter of Rights and Freedoms*, and each authority under this Act must be exercised in a manner consistent with those rights and privileges.
- (5) Nothing in this Act changes the status of a school board or Francophone regional authority as the employer of its employees.
- (6) The application of this Act does not create nor is it to be construed as creating an employment relationship between the Crown and employees for the purpose of this Act or any other Act or law.

Purpose

- 2** The purpose of this Act is to end the strike by the employees that started on October 6, 2025 and lockout by the TEBA that started on October 9, 2025 by establishing the central terms and local terms of new collective agreements under this Act.

Declaration re Charter, Bill of Rights and Human Rights Act

- 3** This Act shall operate notwithstanding
 - (a) sections 2 and 7 to 15 of the *Canadian Charter of Rights and Freedoms*,
 - (b) the *Alberta Bill of Rights*, and

- (c) the *Alberta Human Rights Act*.

Paramountcy

4(1) The following Acts continue to apply, with necessary modifications, to the matters to which this Act applies, but only to the extent not otherwise provided under this Act:

- (a) *Education Act*;
- (b) *Labour Relations Code*;
- (c) *Public Education Collective Bargaining Act*.

(2) If a conflict or inconsistency exists between this Act and the Acts referred to in subsection (1), this Act prevails.

Application

5 This Act applies to the TEBA, the ATA, all employers and employees.

Legislated collective agreement

6(1) A collective agreement between each employer and the ATA is established in accordance with this Act.

(2) The terms of a legislated collective agreement in respect of an employer and the ATA are as follows:

- (a) the expired central terms as amended and modified by the recommended bargaining proposal;
- (b) the expired local terms that are included in the recommended bargaining proposal, as amended and modified by the recommended bargaining proposal;
- (c) the expired local terms that are not included in the recommended bargaining proposal that apply to the employer.

(3) Each legislated collective agreement is effective as of September 1, 2024 and expires on August 31, 2028.

(4) A legislated collective agreement is to be considered a collective agreement for the purposes of the *Education Act*,

Employment Standards Code, Labour Relations Code, Occupational Health and Safety Act and Public Education Collective Bargaining Act, and

- (a) a legislated collective agreement is a new collective agreement under section 13(1)(a) of the *Public Education Collective Bargaining Act*,
- (b) the central terms and local terms of each legislated collective agreement are considered to have been otherwise settled under section 14(2) of the *Public Education Collective Bargaining Act*, and
- (c) all bargaining between the TEBA and the ATA on the expired central terms, and between each employer and the ATA on the expired local terms, is to be treated as concluded.

(5) Each legislated collective agreement is binding on the following despite its lack of signature or any other formality, including whether or not it is in writing:

- (a) the ATA;
- (b) the employer to which the legislated collective agreement applies;
- (c) each employee of the employer.

(6) The TEBA must, as soon as practicable,

- (a) prepare, in consultation with the ATA, a document in respect of each legislated collective agreement that consists of all of the terms of that legislated collective agreement, and
- (b) provide to the ATA a copy of each document that is prepared in accordance with clause (a).

Duties re strike or lockout

7(1) This section applies to the strike and lockout referred to in section 2.

(2) Immediately on the coming into force of this Act, all employers must make every reasonable effort to resume all

operations interrupted by or during the strike or lockout referred to in subsection (1).

(3) Immediately on the coming into force of this Act, all employers and the TEBA must terminate the lockout referred to in subsection (1).

(4) Immediately on the coming into force of this Act, the ATA must terminate the strike referred to in subsection (1).

(5) Immediately on the coming into force of this Act, each employee must

- (a) terminate the strike referred to in subsection (1), and
- (b) without delay, resume performance of the employee's duties.

Prohibition against striking

8 Immediately on the coming into force of this Act,

- (a) an employee must not strike,
- (b) a person or the ATA must not call or authorize, or threaten to call or authorize, a strike by any employee, and
- (c) an officer or agent of the ATA must not counsel, procure, support, authorize, threaten or encourage a strike by any employee.

Prohibition against lockout

9 Immediately on the coming into force of this Act,

- (a) an employer or the TEBA must not lock out any employee or call for, authorize or require, or threaten to call for, authorize or require, a lockout of any employee, and
- (b) an officer or agent of an employer or the TEBA must not counsel, procure, support, authorize, require, threaten or encourage a lockout of any employee.

Offence

10(1) A person, including the ATA, an employer or the TEBA, who contravenes section 7, 8 or 9 is guilty of an offence.

(2) A person convicted of an offence referred to in subsection (1) is liable to the following:

- (a) if the person is an individual, a fine of not more than \$500;
- (b) in any other case, a fine of not more than \$500 000.

(3) If a contravention referred to in subsection (1) is of a continuing nature, the contravention constitutes a separate offence in respect of each day or part of a day on which it continues.

(4) The *Labour Relations Code* applies, with necessary modifications, to an offence under this Act as if it were an offence under the *Labour Relations Code*.

Unlawful strike or lockout

11 The *Labour Relations Code* applies, with necessary modifications, to a contravention of section 7, 8 or 9 as if it were an unlawful strike or lockout, as the case may be, under the *Labour Relations Code*.

Labour Relations Board powers

12(1) The Labour Relations Board may, in relation to any matter dealt with under this Act,

- (a) exercise its powers under section 12 of the *Labour Relations Code*, including
 - (i) determining whether a contravention of section 7, 8 or 9 has occurred or is occurring,
 - (ii) determining whether a strike has occurred, is occurring or is unlawful, or
 - (iii) determining whether a lockout has occurred, is occurring or is unlawful,

and

- (b) make any order or directive under Division 14 of the *Labour Relations Code*.

(2) The TEBA or an employer, as the case may be, may apply to the Labour Relations Board for a determination under subsection (1)(a)(i) or (ii).

(3) The *Labour Relations Code* applies, with necessary modifications, to

- (a) the exercise of a power under subsection (1)(a) as if it were an exercise of power under section 12 of the *Labour Relations Code*,
- (b) an order or directive made under subsection (1)(b) as if it were an order or directive made under Division 14 of the *Labour Relations Code*, and
- (c) an application made under subsection (2) as if it were a complaint made to the Labour Relations Board under section 16 of the *Labour Relations Code*.

(4) A determination, order or directive made by the Labour Relations Board under subsection (1) is final and binding on each person and entity to which it applies.

(5) If a difference exists concerning the application or operation of this Act,

- (a) a party to the difference may refer that difference to the Labour Relations Board, and
- (b) the referral is considered to be a referral under section 16(3) of the *Labour Relations Code*.

(6) For the purposes of subsection (5), the TEBA may refer a difference to the Labour Relations Board.

(7) An application made or a difference referred to the Labour Relations Board under this section may be heard and decided by the Chair or a vice-chair alone.

Decision maker limitations

13(1) In this section, “decision maker” means each of the following:

- (a) the Labour Relations Board;
- (b) a human rights tribunal appointed under the *Alberta Human Rights Act*;
- (c) an arbitrator or arbitration board.

(2) A decision maker must not inquire into nor make a decision in respect of any of the following, as applicable:

- (a) a question as to the constitutionality in respect of any of the following:
 - (i) a provision of this Act;
 - (ii) a term of a legislated collective agreement;
 - (iii) any action taken, including an action taken by the Crown or any of the Crown's current or former ministers, agents, appointees or employees, under this Act;
- (b) whether any of the following is in conflict with the *Alberta Human Rights Act* or the *Alberta Bill of Rights*:
 - (i) a provision of this Act;
 - (ii) a term of a legislated collective agreement;
 - (iii) any action taken, including an action taken by the Crown or any of the Crown's current or former ministers, agents, appointees or employees, under this Act.

No cause of action

14(1) No cause of action or other legal basis for a proceeding arises against the Crown, or any of the Crown's current or former ministers, agents, appointees or employees, as a direct or indirect result of any of the following:

- (a) the enactment, amendment or repeal of a provision of this Act;
- (b) the establishment of a term of a legislated collective agreement;
- (c) anything done or not done to comply with this Act.

(2) No proceeding, including a proceeding in contract, restitution, unjust enrichment, tort, misfeasance, bad faith, trust, fiduciary obligation or otherwise, that is directly or indirectly based on or related to anything referred to in subsection (1) may be brought or maintained against a person referred to in that subsection.

(3) Without limiting the generality of subsections (1) and (2), those subsections apply to a court, arbitral or administrative proceeding, including any application, claim or complaint claiming any remedy or relief, including specific performance, injunction, declaratory relief, damages or any other remedy under any Act, or any form of damages or a claim to be compensated for any losses, including a loss of earnings, revenue or profit.

(4) For greater certainty, subsection (3) applies to a proceeding, including an application, claim or complaint claiming damages or any other remedy under subsection 24(1) of the *Canadian Charter of Rights and Freedoms* or subsection 52(1) of the *Constitution Act, 1982*, for any purported infringement of sections 2 and 7 to 15 of the *Canadian Charter of Rights and Freedoms*.

(5) Subsections (1) and (2) apply regardless of whether a cause of action or other legal basis for a proceeding arose before, on or after this section comes into force.

(6) A proceeding referred to in subsection (2) commenced before the day on which this section comes into force is considered to have been dismissed, without costs, on the day on which the cause of action or other legal basis for the proceeding is extinguished under subsection (1), and any decision in the proceeding is of no effect.

(7) Notwithstanding any other Act or law, including the *Canadian Charter of Rights and Freedoms*, no person is entitled to compensation for any loss or damages, including any loss of revenues, profit or expected earnings, or denial or reduction of compensation, that would otherwise have been payable to any person arising from anything referred to in subsection (1).

Repeal

15 This Act is repealed on

- (a) August 31, 2028, or
- (b) an earlier date by Proclamation.

Schedule

**In the matter of Central Table Teacher Collective Bargaining
between
the Teachers' Employer Bargaining Association (TEBA)
and
the Alberta Teachers' Association (ATA)
MEMORANDUM OF AGREEMENT**

The above named parties hereby agree that, subject to ratification, the following points constitute an agreement between the parties in the current negotiations of central bargaining matters. If members of the ATA and TEBA ratify this Memorandum of Agreement (MOA), the following commitments will become effective in accordance with the terms set out herein. Further, school jurisdictions and the ATA will be committed to formally amending the existing 61 Collective Agreements accordingly.

This MOA contains three elements:

- A. agreement on central bargaining matters;
- B. a proposed commitment by the Teachers' Employer Bargaining Association on "Special Considerations for Other Education and Experience" (Article 3.5), Assigned Duties, and Processing Monetary Adjustments.
- C. a proposed commitment by the Government of Alberta regarding vaccinations and the hiring of educational assistants (such commitment obtained by TEBA from Government).

A. CENTRAL MATTERS

Except where indicated, agreed items take effect on 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. Term

Amend article 2.1 in all collective agreements:

2.1 The term of this Agreement is September 1, ~~2024~~²⁰ to August 31, ~~2028~~²⁴. Unless stated otherwise, this Agreement shall continue in full force and effect through August 31, ~~2028~~²⁴.

3. 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.

4. 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.~~

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.

3.5.1.3A 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.

6. Salary Adjustments

- 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 all salary grids
- Effective September 1, 2026 – 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, 2026 rate of \$115,806. For all other categories and steps, the Grande Prairie School Division salary grid will apply on September 1, 2026.
- Effective September 1, 2026, 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 of the collective agreement.
- 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.

7. 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.

8. 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

9. 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*.

10. 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.

11. **Discipline and Association Representation – Add to all collective agreements**

16.X Discipline and Association Representation

16.X.1 For disciplinary actions that are not regulated by the *Education Act*, 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, except where the *Education Act* authorizes the School Division to proceed without notice.

16.X.2 Where circumstances permit, the School Division shall schedule a proceeding and/or meeting referred to in 16.X.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 a representative of the Association may accompany the Teacher. 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.

12. **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.

13. **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.

14. Letters of Understanding

A. 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 180 days' notice. Should TEBA choose to amend or terminate this LOU, it shall negotiate with the Association to resolve outstanding issues related to it.

B. NEW Letter of Understanding – Recruitment of Teachers to Support Classroom Complexity Issues

WHEREAS the Association and TEBA recognize that additional investments in the education system will provide for classroom supports to respond to increasing classroom complexity;

AND WHEREAS classroom supports include, but are not limited to, additional teachers, learning support, co-teaching, English language learning, Indigenous education, mental health supports, and differentiated instruction.

AND WHEREAS it is recognized that government will support the commitments in this letter with the necessary funding, and school boards will endeavour to hire additional teachers.

NOW THEREFORE IT IS COMMITTED THAT:

- 1000 net new certificated teachers (full time equivalencies) will be hired across the province for the 2025-26 school year, with the positions continuing through the agreement term.
- An additional 1000 net new certificated teachers (full time equivalencies) will be hired across the province for the 2026-27 school year, with the positions continuing through the agreement term.
- An additional 1000 net new certificated teachers (full time equivalencies) will be hired across the province for the 2027-28 school year, with the positions continuing through the agreement term.
- The hiring is intended to increase the total number of teachers in the province and is in addition to any hiring required to address attrition rates.

Any grievance associated with this Letter of Understanding shall be carried by the Teachers' Employer Bargaining Association on behalf of the employer.

The Parties commit to authoring a Joint Interpretation Bulletin relating to the hiring of teachers in this letter of understanding, to be used by school boards and teachers, to clarify the intentions of the parties during bargaining.

C. NEW Letter of Understanding – Trial Process for Concurrent Experience

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.

D. Dispositions of Current Letters of Understanding

- 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

B. TEACHERS' EMPLOYER BARGAINING ASSOCIATION COMMITMENT

1. 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:

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.

2. Letter of Understanding on Assigned Duties – Not Appended to the collective agreement

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”;

AND 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.

3. Processing Monetary Adjustments – Not appended to the collective agreement

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.

C. GOVERNMENT COMMITMENT

This section reflects government commitments in response to the ATA's advocacy for:

- supports in schools for classroom complexity (that extend beyond collective bargaining with the ATA); and,
- access to immunization for teachers.

These issues were discussed in the context of the negotiations, but do not reflect negotiated outcomes by the parties. Considering the cost implications of these commitments, their implementation is contingent on the successful ratification of this Memorandum of Agreement.

1. COVID VACCINATIONS

Government agrees to facilitate access to COVID-19 immunizations on a voluntary basis for teachers. Such immunization(s) shall be provided at no cost to Employees. This may include payment for vaccine with reimbursement following.

2. HIRING OF EDUCATIONAL ASSISTANTS

Government commits that 1500 net new educational assistants (full time equivalencies) will be hired across the province by August 31, 2028.

THE PARTIES AGREE *to recommend the foregoing to their respective members.*

Dated September 23, 2025.

**THE TEACHERS' EMPLOYER
BARGAINING ASSOCIATION (TEBA)**

**THE ALBERTA TEACHERS'
ASSOCIATION (ATA)**

RECORD OF DEBATE

Stage	Date	Member	From	To

		Interventions	From	To

Stage	Date	Member	From	To

		Interventions	From	To

Stage	Date	Member	From	To

		Interventions	From	To

Stage	Date	Member	From	To

		Interventions	From	To

Stage	Date	Member	From	To

		Interventions	From	To

Stage	Date	Member	From	To

		Interventions	From	To