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Avon Maitland Elementary Teachers  
Elementary Teachers' Federation of Ontario

# AMTL Tentative Agreement Presentation

Brought To You By: Your AMTL Collective Bargaining Team



April 2024



## Part 1: Housekeeping Changes

Housekeeping changes do not alter the wording, meaning or intention of the article.

These address issues of grammar, punctuation, or spelling inaccuracies.

We have also made pronoun changes to ensure that the CA is gender neutral.

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# Summary of Housekeeping Changes

Gender Inclusive Language:

8.04 & 8.05 a): “his/her” change to their

10.01: “his/her” change to their

10.05 a): “He/she is” change to they are

12.06 e): “his/her” change to their

12.08: “s/he” change to they

12.09 2): “his or her” change to their

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# Summary of Housekeeping Changes Con't

Gender Inclusive Language:

15.03: “her” change to their

22.01: “she” change to they

22.03 & 22.04 b) i b) : “her” change to their

22.05: “Father/partner” change to Partner

29.02, 29.05 & 32.04: “his/her” change to their

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# Summary of Housekeeping Changes

Punctuation & Spelling:

4.01, 4.02, 4.03 & 4.04: deleting periods after article number

5.03 & 15.03: deleting an extra period

28.02 e): delete an “=” sign

29.05 c): delete period at the beginning of article

20.03: should reference Appendix B, not C

Article 32: “Professional” spelling error

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## Article 4 ~ Management Rights and Responsibilities

### 4.04 Evaluations

Adding New Language to Existing Article:

***The Board shall provide the Union Local with a list of all the elementary school teachers scheduled for a performance evaluation by October 15. The list shall include name of member and school/worksite as of September 30.***

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## Article 8 ~ Personnel/Medical Files

### 8.08

Upon the written request of a teacher, the Board shall keep the teacher's medical information in a separate file, accessible **as required by law.**

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## Article 10 ~ Salary and Allowances

### 10.02 Method of Payment

***(a) The method of payment, by direct deposit, shall be:***

***1/24 payments on the 15th and 31st of each month by direct deposit.***

***In 2024-2025 school year, payments will be 1/25 to include one additional pay on the first banking day in September 2024.***



## 10.02 Method of Payment continued

***(e) In the case where an overpayment (of more than one day's pay) has been made to a Teacher and an overpayment adjustment is required, the Board shall cease the overpayment. The Board's payroll department will provide a written reconciliation to the Teacher with respect to the overpayment and a repayment plan. The Board will consult with the Teacher as to the repayment schedule, which may be made over several pay periods normally not extending beyond the school year.***

***The first deduction shall take place no earlier than the next pay period after the Teacher has been notified.***

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## Article 10 ~ Salaries and Allowances

### 10.07

Each teacher's category classification on the salary grid shall be determined by the application of the Qualifications Evaluations Council of Ontario (Q.E.C.O.) Program 5. [~~Remove words Program 3, Program 4 or, at the teacher's choosing~~]

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## Article 12 ~ Working Conditions

### 12.06 Preparation Time, 2 e)

There will be 1 sentence added to the end of this article which states:

**2. e) *Where possible a principal shall endeavour to provide one (1) instructional day's notice prior to the date of the rescheduled preparation time.***

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## Article 12 ~ Working Conditions

### New Article ~ 12.09 Packing of Materials

***Members who are impacted by school closures / renovations / boundary changes, will receive support for packing and moving personal materials. Principals will consult with impacted teachers as to the necessary support required.***

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## Renumbering of Articles in Article 12 ~ Working Conditions

Due to the addition of **12.09 Packing of Materials**

**12.10 Supervision Time**

**12.11 Assessment and Report Cards**

**12.12 Tentative Teaching Assignment and Timetable**

## Article 13 ~ Staffing

### 13.02 Class Size, f)

f) Exceptions in recognition of special cases that may arise, a teacher who desires to do so may request to exceed the guidelines set forth in this Article. Before a request is made to exceed the guidelines... a meeting of the Union Local President **or designate, or one of the released officers**, the Principal, a Supervisory Official or designate and the teacher(s) involved must take place. [Remove words ~~and the Chief Negotiator or their designate~~]

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## Article 13 ~ Staffing

### 13.06

Where students are in elementary school programs [~~remove and the physical location of the class/grades normally considered to be in elementary schools changes~~] those students will ~~continue to~~ be taught by elementary teachers except in the case where the Union and the Board jointly agree to a teaching assignment exchange across panels (e.g. elementary to secondary) that would occur with the best interests of students, staff and school in mind.

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## Article 15 ~ Occupational Health and Safety

### 15.04 Mandatory Training

A teacher requiring mandatory training will be given time to complete the necessary training on a non-Assessment and Reporting PA Day, during an inclement weather day, or at a staff meeting.

Addition: **At the discretion of the Board, a teacher returning to work from an extended or statutory leave may be provided up to ½ day to complete mandatory training if any has been missed.**



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## Article 20 ~ Leaves of Absence Without Pay

### 20.02 Long Term Leaves of Absence..., b)

This article explains the process of a teacher's return to work from a long term leave of absence for reasons of an illness, accident or disability. The change requires a teacher to notify the Board **in writing**, not "~~by registered letter.~~"

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## Article 20 ~ Leaves of Absence Without Pay

### 20.03 Approved Unpaid Days

Up to [removed ~~two (2)~~] **three (3)** days of absence without pay, pro-rated according to FTE, may be granted during the school year

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## Article 22 ~ Pregnancy/Parental/Adoption Leave

### 22.04, a)

Remove outdated reference to specific version of the Employment Standards Act.

Replace with “**current**”

Remove “~~These sections are attached in Appendix A~~”

## Article 22 ~ Pregnancy/Parental/Adoption Leave

### 22.04. b) Statutory Pregnancy Leave

i) a) The board shall compensate the teacher during the [~~remove two~~] **one (1)** - week waiting period at a rate of 100% of salary.

i) b) The board shall pay a “top-up” payment following the waiting period ... which ... shall be equal to 100% of regular pay for the next [~~remove six (6)~~] **seven (7)** weeks of the leave.

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## Article 28 ~ Seniority

### 28.03

Experience as an occasional teacher for the purpose of tie-breaking shall be calculated by dividing the total number of days of occasional teaching with the Board or its predecessor boards by 185 and rounding up to the nearest 1/10 of a year. Effective [~~the date of ratification~~] **January 15, 2021**, the board will use 194 as the denominator for all future calculations.

## Article 29 ~ Surplus Procedures, Posting, and Transfer of Staff

### 29.07 and 29.07, c)

29.07: If, in the opinion of the Director or designate, it is advisable to reduce staff in a school or schools due to decreased enrolment, determined as of the first Friday of the school year... such staff reduction shall be achieved by declaring...as surplus... the teacher(s) with the least Board seniority...provided the teachers... who would remain in the school are qualified (primary, junior, intermediate, FSL, special education [~~remove~~ **and** add] **or** instrumental music...) to teach the assignments...

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## Article 29 ~ Surplus Procedures, Posting, and Transfer of Staff

### 29.07 and 29.07, c)

29.07 c): A teacher who has been declared surplus to their school... shall be given the opportunity to return to the teacher's original school if a vacancy for which the teacher is qualified (primary, junior, intermediate, FSL, special education [~~remove~~ **and** add] **or** instrumental music...) becomes available....

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## Article 29 ~ Surplus Procedures, Posting, and Transfer of Staff

### 29.07, a)

a) Any teacher(s) declared surplus under this provision shall be transferred to another school within a 50 km [*add*] **radius** of school or home (from the closest school you pass when you enter the Board's boundaries if you live outside of AMDSB), whichever is less.



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## Article 30 ~ Redundancy and Recall

### 30.03 Recall, c)

c) Teachers must notify the Board and the Union Local President [add] **in writing**, [remove] ~~by registered letter~~, no later than March 1 of each year that they wish to remain on the recall list.

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## Article 35: Replacement and Acting Principal/Vice-Principal

Article 35, 35.01, 35.03 & 35.04

In the title of the article and throughout (35.01, 35.03, 35.04), the word ~~Replacement~~ has been deleted and/or replaced with **Acting**.

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# Letters of Understanding



## Renewed Appendices

**Appendix A - Statement of Philosophical Intention  
Regarding Specialist Teachers**

**Appendix B - Interviews on Professional Activity  
Days**

**Appendix C - Hours of Insurable Earnings**

**Appendix D - Principal/Vice-Principal Return to  
Union**

**Appendix E - Procedures to be Implemented in the  
Event of Redundant Contract Teachers**

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# Letters of Understanding



## New Letters of Understanding

**Educators Financial Group**

**Workplace Violence**

**Surplus, Posting & Transfer of Staff Procedures**

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## Letter of Understanding Re: Educators Financial Group

The Board and the Union agree to delete Article 18.03 as of November 30 2024 once the remaining Avon Maitland ETFO members have exited the plan.

Article 18.03: The Board will process deductions for the Educators Financial Group at no charge to the teachers...

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## Letter of Understanding Re: Workplace Violence

The Board and the Union recognize the importance of promoting a safe healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

The Board agrees to meet with the Union for the purpose of discussing violence in the schools and its impact on members.

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## Letter of Understanding Re: Surplus, Posting and Transfer of Staff Procedures

The Board and the Union agree to review Articles 29 and 30 in relation to the staffing procedures and consult on potential efficiencies.