

PRESIDENT'S MESSAGE

Welcome back to all new and returning members of the Louis Riel Teachers' Association! The LRTA represents over 1100 members and is the third largest teacher association in the Province of Manitoba. Our Association is dedicated to protecting and advancing the rights and well-being of our members.

This 2012–2013 school year will be a year of transition in Louis Riel. As changes occur within the division, you can be reassured that the LRTA will continue to be a tireless advocate for all members and constant in providing unwavering support of the entire membership. As your Association, we believe in the importance of the work members do and the importance of supporting members in their work!

Indeed, the Association's strength lies within its membership. As a collective, it is important to support all members. As a member, your benefits and working conditions are in existence only because of a willingness to support the collective. At all times, members must demonstrate a commitment to their colleagues by

honouring the collective. If any administrator, clinician, coordinator or teacher is ever uncertain as to how a decision may impact the collective he/she should call the Association first! This will ensure that the collective is honoured and the Code of Professional Practice is not violated. Call us first!

Call us first! As a member of LRTA, it is important to note that you can call the LRTA office (929-5782) at any time. I can be also be reached by email presIrta@shaw.ca. For issues related to collective bargaining contact Barry Wittevrongel cblrta@shaw.ca. For professional development concerns/questions contact Bob Gaudes pdlrta@shaw.ca. Ensure that any sensitive inquiries/questions are made from a personal email account on a personal computer. We shall provide member assistance with matters ranging from simple inquiries to more serious situations. Please, call us first! All matters will be dealt with in confidence. As well, members can call the Manitoba Teachers' Society (888-7961) and request Staff Officer assistance.

For the benefit of all members, the Association places an LRTA binder in every staff room. This reference contains a guide to the LRTA, copies of the LRTA Constitution, Bylaws, Policy Handbook and PPDF Guidelines. As well, members should bookmark the LRTA website <u>www.lrta.ca</u>. All the information in the binder, as well as the Collective Agreement, updates to the calendar, Rielity Check newsletters and important links can be found on our website. \rightarrow

Each member should keep a copy of this *Rielity Check* as it contains valuable information which can be easily referenced in the future.



President – Frank Restall



OUIS RIEL TEACHERS' ASSOCIATION RIELITY CHECK: SEPTEMBER 2012

...PRESIDENT'S MESSAGE (continued from page 1)

In the late afternoon of Wednesday, September 26th, members of the LRTA Executive and school Council Reps will host a celebration to welcome our new members. Teachers new to the profession or new to our Association are invited to the Louis Riel Legacy Centre to meet colleagues, learn more about the Association and enjoy refreshments. All "new" teachers should mark this occasion in their calendars.

On Friday, September 28th the LRTA will host the 29th annual Terry Fox Torchlight Run at St. Vital Park. Over the years, students, staff and community members have raised money in support of Terry's Dream of funding research to find a cure for cancer. This year, with a strong outpouring of support, we may pass the mark of a half million dollars being raised over our twenty nine year history. As always, all participants will receive glow sticks and there will be a silver collection for those who wish to donate. Join us on Friday, September 28th, and run, walk, or skate in support of Terry Fox. Entertainment (bands, clowns, face painting) will begin at 6:30 PM followed by greetings and the aerobic warm up at 7:30 PM. The Torchlight Run itself occurs from 7:50 until 8:30 PM.

The Association is well prepared for the events of the upcoming year. Much work has been done and many activities are being planned. It is vital that all members take an active role in their Association. Remember, a chain is only as strong as its weakest link!

Best wishes for a rewarding and successful year!

Frank Restall

President, Louis Riel Teachers' Association



LRTA Executive 2012-2013

President VP Collective Bargaining VP Professional Development Secretary-Treasurer ÉFM Employee Benefits Equity and Social Justice Public Relations Social Members-at-Large (3)

> LRASA Past President

Frank Restall Barry Wittevrongel Bob Gaudes Jodi Samms Bernard Mazerolle Carl Antymniuk Cheryl Bazin Sean Fitzmaurice Alison Ward Tara Law Sue Wilton Rob Wood Jack Fraser James Bedford LRTA Office Dakota Collegiate Samuel Burland School Glenlawn Collegiate École Julie-Riel Samuel Burland School Collège Jeanne Sauvé Highbury School Frontenac School École Julie-Riel Lavallee School Shamrock School Dakota Collegiate



PPDF FAQ's

Professional Development – Bob Gaudes

How do I apply for PPDF?

To submit a PPDF application one must go to the LRSD staff page "Helpful Links" select the PPDF link, and then click on "Submitting a PPDF Application." This year a document has been added immediately below this link entitled, "How to Complete Your PPDF Application." This document explains the online application form, line-for-line, and is intended to make filling out an application easier: Check it out the next time you apply!

What should I know about attending an out-of-town PD event?

For an out-of-town PD event a member must read the information noted below prior to travelling. These documents identify important funding exceptions to PPDF, explain the PPDF reimbursement process, and help you make the most of PPDF.

Start by reviewing the "Expenditure Criteria" section of the **PPDF Guidelines** (Section V: page 6-7) to ascertain what expenses are, and are not, reimbursable (and, if reimbursable, to what amount). There is also important information pertaining to car rentals, baggage charges, and other additional costs, detailed in the "**Out-of-Town Reimbursement Form**." This form also explains how to submit your receipts correctly – especially in shared cost situations.

Before submitting your receipts for reimbursement you must first complete a "**PD Report Form**." This is done by going online to the LRSD staff page "Helpful Links," selecting the "PPDF" link, and clicking on "My Applications." Under the heading "Attended Events" you will find a "PD Report Form" link for every PD event you've attended. Note that this link will not open before the end date on your PPDF application has past.

Retain copies of all documentation sent to the Board Office. Your original documentation is addressed to the "PPDF Secretary" and can be sent via the pony. This must be received by the Board Office within twenty days of the end date on your PPDF application. Please review the "Funding Reimbursement" section of the PPDF Guidelines (Section III: B: page 5) to ensure a timely reimbursement of your travel expenses.

How much funding am I'm eligible for this year?

The "My User Information" link under the PPDF links will show your funding history. Contingent upon available funds, PPDF provides for a three year funding cycle that includes two years at a maximum eligibility of \$800.00 and one year at \$1500.00 (See PPDF Guidelines: Section IV, page 5-6, for further details).

If you have any questions regarding PPDF application process and/or Guidelines, please contact the LRTA Vice-President of Professional Development & PPDF Chair at pdlrta@shaw.ca or 929-5782.



ARTICLE 4.06 AND THE PART-TIME TEACHER

Article 4.06C of the Collective Agreement says that during each school year the Division shall request each part-time teacher to participate in school activities (ie: parent-teacher conferences, in-service days, or other professional development) on a minimum of five (5) occasions. For participating in these occasions which occur outside of the teacher's regularly scheduled contract time, but during the regular school day, the teacher is to be paid a pro-rata share of his/her annual salary. The part-time teacher should meet with his/her principal early in September to decide which five (5) occasions s/he will be required to attend.

The Division calculates the amount of time each part-time teacher will be paid during the year. Any request for teacher involvement beyond the five (5) occasions must be made and approved by the school administrator and/or a member of the Superintendent's Department. Payment for this time is charged to a specific budget number.

To determine the amount of time each part-time teacher will receive remuneration each year, use the following formula.

The difference between 1.0 FTE and the part-time teacher's contract time times (x) = the total number of days the part-time teacher is eligible for remuneration.

Examples:

- A part-time teacher with a 0.7 contract (doesn't matter how the time is distributed) would be remunerated for 1.0 0.7 = 0.3 x 5 = 1.5 days.
- A part-time teacher with a 0.85 contract would be remunerated for 1.0 0.85 = 0.15 x 5 = 0.75 days. In this case one day would be allowed.

ARTICLE 6.12 – EXTRA-CURRICULAR ACTIVITIES

In the promotion of wellness, our LRTA members now have an additional right that can be used to give improved balance between work-life and home-life. The statement, "teacher participation in extracurricular activities is voluntary," has been negotiated into our current Collective Agreement.

In developing the application of this clause in 2007, the Association and Division agreed to the following statement. "Extra-curricular activities means student-related athletic, social, recreational and cultural activities occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitations) staff meetings, parent/teacher meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments."

What are the implications of the new wording in the Collective Agreement?

In terms of a:

- right in the Collective Agreement; the statement places the control of volunteering in the hands of each individual teacher with no obligation to provide an explanation;
- component of an evaluation; extra-curricular activities should not form part of an evaluation. The proviso would be that both parties agree to include it as part of the individual teacher's evaluation;
- condition of employment; if a commitment is made to participate in an extra-curricular activity, the teacher hired would be obligated to fulfill his/her commitment for that term or year only.



BOOKING OF SUBSTITUTE TEACHERS

Collective Bargaining – Barry Wittevrongel

This is a reminder for substitutes and members who book substitutes. If a substitute is required to cover for more than one teacher, this information has to be stated <u>at the time</u> the substitute is booked.

Article 4.07 – Substitute Teachers (N) states that, "Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable for the teacher who is being replaced."

PART-TIME TEACHERS & STAFF MEETINGS

Collective Bargaining – Barry Wittevrongel

Part-time teachers <u>may</u> attend all monthly staff meetings and a part-time teacher who is working in the afternoon when a staff meeting is scheduled is expected to attend. However, a part-time teacher who doesn't work the afternoon of a meeting is expected to attend a percentage of the meetings during the year. For example, a half time teacher working mornings would attend half of the monthly staff meetings over a year (four of eight). The decision as to which four meetings this teacher would attend is to be determined through consultation between the teacher and the school administrator.

If you require clarification or further information in regard to part-time teacher attendance at monthly staff meetings, do not hesitate to call the LRTA office at 929-5782.

MEMBER BENEFITS

Group Benefits – Carl Antymniuk

As members of the LRTA, you have several benefit plans that you must be part of, or may be part of. This information sheet is meant to be a very brief description of the plans and some basic information. If you have any questions / concerns regarding the plans please contact Carl Antymniuk - LRTA Employee Benefits Chair, Frank Restall - LRTA President or Glen Anderson - MTS Benefits Staff Officer at ganderson@mbteach.org or by phone at 831 3052, ext 279.

Group Life Insurance

An LRTA member must have life insurance to 200% of his/her salary. The premium for this is cost shared, 50/50 by the division and the member. Members can also elect to have the insurance extended to 300, 400, **500**, **600**, and **700%**. The premiums for all elected amounts are paid by the member. Premiums are not age banded and are \$0.10 per thousand of insurance. The amount of insurance is decided upon commencement of employment or can be increased or decreased within **90 days of a 'Life event'** (marriage, common law after one year, or birth of first child) without providing medical evidence of insurability. It can also be increased or decreased at any time by providing medical evidence of insurability. More information on the insurance can be found on the MTS website; www.mbteach.org, (click on Health and Benefit, a drop down will appear, click on Group Benefits). \rightarrow



...MEMBER BENEFITS (continued from page 5)

Extended Health

All LRTA members are participants in the Blue Cross Extended Health plan with the exception of members who have access to an employer or employment linked group plan through their spouse or are eligible for the NHIB plan. Go to the MTS website at www.mbteach.org (click on Health and Benefits, a drop down will appear, click on Group Benefits, then click on the words Extended Health, and click on the word booklet) to find a description of what is covered by the LRTA plan. Like the group life plan, changes to dependents, additions or deletions can be done within 90 days of 'Life events'. (See also Blue Cross Customer E-Service at www.mb.bluecross.ca)

<u>Dental</u>

LRTA has a Dental plan that is governed by a trust between MSBA, the Manitoba School Boards Association, and MTS. The plan is paid out of pre-tax income and as result creates an advantageous tax dental benefit. Participation is compulsory unless the member has a spousal plan that is employer or employment linked group plan, with like benefits or are eligible for the NHIB plan. If this is the case, members can waive coverage and premiums if they so choose. Premiums are taken off of gross or pre-tax income and the individual is then paid net of the dental premium and those monies are paid to the plan, by the employer, for dental costs. As result, the individual is not paying the tax on that income and the whole value goes to paying the costs of the plan. To find out the LRTA level of coverage, go to the MTS website at www.mbteach.org (click on Health and Benefits, a drop down will appear, click on Group Benefits, then click on the words Dental booklets, and click on the word booklet) to find the booklet. Like the other plans you can add dependents at life events within 90 days.

MTS Disability Insurance

Disability insurance provides income replacement when one becomes disabled from employment. All MTS members working over 0.3 full time equivalent and who have a contract over 40 days participate in the plan, (MTS DBP). The plan is self-insured which means that the Society determines all parameters of the plan. Benefit level is 80% of one's pre-disability income and is not taxable. The benefit will start after 80 days of disability (the waiting period). In the event a member's sick time exceeds 80 days then the benefit will commence when the sick time runs out. Medical evidence of disability will be required to make a claim. A more detailed description of the plan, claims process and notification is available on the MTS website at **www.mbteach.org (click on Health and Benefits** and **click on MTS Disability Plan)**.

Short Term Disability Insurance

The LRTA participates in a Short Term Disability Plan. The plan pays a benefit if a member is disabled and the member does not have enough sick time to cover the waiting period of 80 days for MTS DBP. The benefit is the same as the MTS DBP and also requires medical evidence of disability. One exhausts their sick time first then the benefit commences and runs to 80 days.

This may all seem quite confusing to a new member especially when you are also starting a new career as a teacher, but if you have any questions you can always contact Carl Antymniuk - LRTA Employee Benefits Chair, Frank Restall - LRTA President or Glen Anderson - MTS Benefits Staff Officer at 831 3052, ext 279 or by e-mail at ganderson@mbteach.org.



A GUIDE TO LEAVES FOR TEACHERS IN LRSD

Leaves in the Collective Agreement

Sick Leave – This leave is used for both short and longer term illnesses. This leave accumulates at the rate of 20 days each year to a maximum of 124 days. A teacher's regular salary is paid until the number of sick days is exhausted. See Article 6.00 for details.

Maternity, Adoptive and Parental Leave – Maternity Leave for female teachers provides up to 17 weeks of top-up to 90% of salary. Adoptive Leave and Parental Leave (Parental Leave is effective January 1, 2007) is available to any teacher and provides up to 10 weeks of top-up to 90% of salary. See Article 6.01 for eligibility, terms and conditions. If you are pregnant or planning an adoption, contact the Louis Riel Teachers' Association at 929-5782 for more information regarding this leave.

Religious Leave – This leave provides up to 3 days per school year without loss of pay for a teacher to attend to religious holy days. See Article 6.02 for details.

Release Time for MTS Business – This leave is used by LRTA Executive members, AGM delegates, and MTS provincial committee members to attend to business of the Association and the Society. It also provides release time for the LRTA President and Vice Presidents. See Article 6.03 for details.

Jury and Witness Duty – This leave allows a teacher to fulfill his/her civic responsibilities as a juror or witness. There is no loss of salary. See Article 6.05 for details.

Leave of Absence – This allows for an extended leave without pay (usually one school year). There is a requirement to have worked for 4 years in the Division and there is a limit of 3 such leaves in a career (effective 2004-05). See Article 6.05 for details.

Temporary Reduction in Contract Time – This leave without pay is used in "exceptional circumstances" and requires mutual agreement between the teacher and the Division. See Article 6.06 for details.

Bereavement Leave – This provides leave with no loss of pay from 1 to 5 days in the event of the death of a relative. Additional leave may be granted where travel is necessary. Where circumstances warrant, additional leave may be granted at no more than cost of a substitute. See article 6.07 for details.

Compassionate Leave – This provides up to 2 days leave with pay in the event of a serious illness of a family member. See Article 6.08 for details.

Deferred Compensation Plan (formerly Deferred Salary Leave Provision) – Teachers employed for a minimum of 2 years may apply to the division on or before March 31 to have a percentage (may not exceed 33 ^{1/3}%) of salary deferred. Salary may be deferred for a maximum of 6 years prior to the leave of absence. Money deferred is paid to the participant during the leave of absence. See Article 6.09 for details.

Discretionary Leave – This leave provides up to 2 days per school year for a teacher to attend to personal business. The first day of the leave is at no cost to the teacher. The second day of the leave is at cost of substitute per diem. See Article 6.10 for details. In Division policy, there is also an additional 1/2 day leave at no cost to attend your child's high school or post-secondary graduation or to attend the teacher's own post-secondary graduation. See the policy for details (Policy GCCABB).

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LOUIS RIEL TEACHERS' ASSOCIATION RIELITY CHECK: SEPTEMBER 2012

...A GUIDE TO LEAVES FOR TEACHERS IN LRSD (continued from page 7)

Retirement Leave – This leave provides for 5 days paid leave upon submission of written early notice of retirement. Deadlines for giving notice are February 1st for a June retirement and September 30th for a December retirement. See Article 6.11 for details.

Recognition of Extra-curricular Activities – A teacher may access a one day paid leave of absence per school year for performing 50 hours of eligible extra-curricular duties. See Article 6.12 for details.

Leaves in Divisional Policy

(The Division Policy Manual can be found on the Louis Riel School Division website)

Family Leave – Policy GCCAB/GDCB. A teacher may use up to 3 days of accumulated sick leave each year for each emergency involving a family member. This leave can also be used for other critical family related events that are not medical. There is no deduction of salary – the cost to the teacher is the loss of sick days. See the policy for details.

Educational Leave – Policy GCCAF/GCCBF. This leave provides a teacher who has worked 5 years in the Division partial payment while attending to full-time studies. The teacher receives the net difference between his/her salary and the salary of a first-year teacher in the same salary classification. A maximum of 20 such leaves may be allocated in a year. See the policy for details.

Graduation Leave – Policy GCCAB-I. This leave provides teachers ½ day at no cost to attend the secondary or post-secondary graduation of their children or their own post-secondary graduation ceremonies. See the policy for more detail.

Leaves in Practice

Funeral of a Close Friend – The Superintendent has given assurances to the Association that the practice of giving release time with pay to a teacher to attend the funeral of a close friend will continue.

Paternity Leave – A father can request up to 3 days leave for his child's arrival. The first day is Compassionate Leave, the second and third day are Family Leave. The Family Leave portion is at the cost of sick days.

A Human Resources form must be completed for all leaves excluding sick leave.

This summary is meant as an overview and a guide only. You may wish to keep it for quick reference in the future. Please contact the Louis Riel Teachers' Association at 929-5782 if you have specific questions or concerns.



Louis Riel School Division 900 St. Mary's Road Winnipeg, MB R2M 3R3 Phone: (204) 257-7827 Fax: (204) 256-8553 www.lrsd.net Louis Riel Teachers' Association 22 Varennes Avenue Winnipeg, MB R2M 0NI Phone: (204) 929-LRTA (5782) Fax: (204) 929-5780 www.lrta.ca Manitoba Teachers' Society 191 Harcourt Street Winnipeg, MB R3J 3H2 Phone: (204) 888-7961 Fax: (204) 831-0877 www.mbteach.org Need information at your fingertips? Want to be kept up to date with what's going on? Is "Staying in the Loop" important to you? Then visit the LRTA Website on a regular basis!!!

What you can find at www.lrta.ca

- The Collective Agreement
- Information on Benefits
- Information on Leaves
- Highlights of Council Meetings
- PPDF Guidelines
- Victor and Marie Wyatt Bursary
- The Rielity Check
- Professional Development Opportunities
- Current News Items
- Dates to Remember
- Substitute Teacher Information
- MTS Membership Discounts
- Contact Information
- Links to professional websites
- Links to public documents

The LRTA website is updated on a regular basis. Don't forget to visit www.lrta.ca often!

If you have changed your name and/or contact information in the past twelve months, please contact the LRTA office by calling 929-5782 or emailing secIrta@shaw.ca. THANK YOU!





No. 275 October 2010

Preventing Workplace Harassment

New Requirement Effective February 1, 2011 -

What is harassment?

Changes under the workplace safety and health regulation define harassment as

(a) objectionable conduct that creates a risk to the health of a worker

or

(b) severe conduct that adversely affects a worker's psychological or physical well-being.

Conduct is considered to be objectionable if it is based on race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin.

Conduct is considered to be severe if it could reasonably cause a worker to be humiliated or intimidated and is repeated, or in the case of a single occurrence, has a lasting, harmful effect on a worker.

The objectionable or severe conduct, as noted above, includes a written or verbal comment, a physical act, gesture or display, or any combination of these.

It is important to note that the reasonable, day-to-day conduct of an employer or supervisor in managing, guiding or directing workers or the workplace is not harassment. Appropriate employee performance reviews, counselling or discipline by a supervisor or manager is not harassment.



What are my responsibilities?

Workers, supervisors and employers all have a responsibility to not harass anyone in the workplace.

Employers must develop a written policy to prevent harassment in the workplace and must make sure that workers follow this policy. In developing the policy, employers must consult the workplace safety and health committee or representative. If there is no committee or representative, the workers must be consulted.

The written harassment prevention policy must be posted in the workplace in a place where it will be easy for everyone to see.

What must be in the harassment prevention policy?

The harassment prevention policy must include the following statements:

- Every worker is entitled to work free of harassment.
- The employer must ensure, so far as is reasonably practicable, that no worker is subjected to harassment in the workplace.
- The employer will take corrective action respecting any person under the employer's direction who subjects a worker to harassment.
- The employer will not disclose the name of a complainant or an alleged harasser or the circumstances related to the complaint to any person except where disclosure is
 - necessary to investigate the complaint or take corrective action with respect to the complaint, or
 - required by law.
- A worker has a right to file a complaint with the Manitoba Human Rights Commission.
- The employer's harassment prevention policy is not intended to discourage or prevent the complainant from exercising any other legal rights pursuant to any other law.

The harassment prevention policy must also provide information on:

- How to make a harassment complaint.
- How harassment complaints will be investigated.
- How the complainant and alleged harasser will be informed of the results of the investigation.

Reference to legal requirements under workplace safety and health legislation:

Harassment: Manitoba Regulation 217/2006 Part 10

Additional workplace safety and health information available at www.safemanitoba.com

- Guideline for Preventing Violence and Harassment in the Workplace
- Sample Harassment Prevention Policy



CALENDAR OF EVENTS 2012 – 2013

September

Friday, 28th Wednesday, 26th Wednesday, 19th Wednesday, 12th Tuesday, 4th

October

Thursday, 25th Friday, 19th Wednesday, 17th Friday, 5th

<u>November</u>

Wednesday, 21st Wednesday, 7th

December

Friday, January 4th Monday, 24th through Wednesday, 19th Wednesday, 5th

January

Wednesday, 16th Wednesday, 9th

> **Opening Day LRTA Terry Fox Torchlight Run LRTA New Member Celebration LRTA Council Meeting LRTA Executive Meeting**

SAGE **LRTA Council Meeting LRTA Executive Retreat** Maternity/Parental Leave Seminar

LRTA Council Meeting LRTA Executive Meeting

LRTA Council Meeting **LRTA Executive Meeting**

Winter Break

LRTA Council Meeting LRTA Executive Meeting

February

LRTA Executive Meeting

Wednesday, 6th Friday, March 1st Monday, 25th through Wednesday, 20th Wednesday, 13th

> **LRTA Council Meeting Pre-Retirement Seminar**

Operation Donation

March

Friday, 29th Monday, 25th through Wednesday, 13th Wednesday, 6th

Spring Break

LRTA Council Meeting LRTA Executive Meeting

April

Wednesday, 10th *Wednesday, 24th Wednesday, 17th Wednesday, 3rd

LRTA Executive Meeting

LRTA Council Meeting

Maternity/Parental Leave Seminar LRTA Annual General Assembly – ATC

May

Wednesday, 8th Saturday, 25th Wednesday, 22nd through Wednesday, 15th Wednesday, 1st Thursday, 2nd

June

Wednesday, 19th Wednesday, 12th (TBC) Wednesday, 5th

(TBC) To be confirmed * Revised as of September 7, 2012

LRTA Council Meeting LRTA Retirement Reception

LRTA Executive Meeting



LRTA Council Meeting LRTA AGM Binder Meeting LRTA Appreciation Dinner – ATC **LRTA Executive Meeting**

MTS AGM