

RIELITYCHECK

A publication of the Louis Riel Teacher's Association (www.lrta.ca)

SEPTEMBER 2013

EDITOR: SHANNON GIBSON

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



Welcome 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.

Your Association has been working industriously on your behalf for the last number of weeks. Many LRTA members invested part of their summer holiday to attend MTS training and information sessions in order to better serve you.

PRESIDENT'S MESSAGE President – Frank Restall

Whether through attending workshops or seminars dealing with Benefits, Equity and Social Justice, Professional Development or Collective Bargaining, LRTA has been very well represented at these events by individuals giving of their own time to strengthen our Association.

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 Agreement is honoured and the MTS Code of Professional Practice is not violated.

Honouring your Collective Agreement is the best way to ensure your rights and the rights of others are protected. This year is an important year for all members given that our current Collective Agreement will expire in June, 2014. Over the last two years, many LRTA members have volunteered their time to serve on the Association's Bargaining Committee. The Bargaining Committee will be seeking input from you when the LRTA Bargaining Survey is distributed to all LRTA members at the October Staff Meeting. Data collected from this survey is essential for bargaining!

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CALL US AT ANY TIME! WE ARE HERE TO HELP YOU!



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Presídent's message:

As a member of LRTA, it is important to note that you can call the LRTA office (204-929-5782) at any time. I can be also be reached by email presIrta@shaw.ca. For issues related to collective bargaining contact James Bedford 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 may call the Manitoba Teachers' Society (204-888-7961) 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. In the late afternoon of Wednesday, September 25th, members of the LRTA Executive and LRTA Council Reps will host a celebration to welcome our new members. Teachers 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 27th the LRTA will host the 30th Annual Terry Fox Torchlight Run at Samuel Burland School. The very first Torchlight Run was organized by a small group of St. Vital Teachers in 1984. For the last 29 years, the Teachers' Association has continued the organization and sponsorship of this very worthwhile endeavour. Aside from officially "sanctioned" Terry Fox activities, the LRTA Torchlight Run is reputed to be the longest running Terry Fox fundraising activity in Canada. The 29 year legacy of caring and compassion has seen students, their families, staff and community members raise \$500 000.00 to support Terry's dream of funding cancer research! 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 27th, and run or walk in support of Terry Fox. Entertainment (bands, clowns, face painting,) will begin at 6:30 PM followed by greetings and presentations. 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. The 2013-14 school year will continue to see transition and change in Louis Riel. As changes occur, you can be assured that the LRTA will be a tireless advocate for all members and a 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!

Remember, take care of yourself and take care of each other! Best wishes for a rewarding and successful year!

Frank Restall

President, Louis Riel Teachers' Association

As your Association, we believe in the importance of the work members do and the importance of supporting members in their work!

2013 – 2014 LOUIS RIEL TEACHERS' ASSOCIATION EXECUTIVE

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 JAMES BEDFORD BOB GAUDES

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ALISON WARD TARA LAW SCOTT WOOD ROB WOOD CLAIRE MAXWELL SUE WILTON LRTA OFFICE DAKOTA COLLEGIATE SAMUEL BURLAND SCHOOL GLENLAWN COLLEGIATE ÉCOLE JULIE-RIEL SAMUEL BURLAND SCHOOL COLLÈGE JEANNE SAUVÉ ÉCOLE HENRI-BERGERON & ÉCOLE VAN BELLEGHEM FRONTENAC SCHOOL ÉCOLE JULIE-RIEL GLENLAWN COLLEGIATEL SHAMROCK SCHOOL NIAKWA PLACE SCHOOL LAVALLEE SCHOOL

How do 1 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." If you are less familiar with the online process, refer to, "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.



What should I know about attending an out-oftown PD event? For an out-oftown 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

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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 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 <u>pdlrta@shaw.ca</u> or 929-5782.

ARTICLE 4.06 AND THE PART-TIME TEACHER

Collective Bargaining – James Bedford

Article 4.06.C of the Collective Agreement says

that during each school year the Division shall request each part-time teacher to participate in school activities (ie. parentteacher 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 parttime 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 parttime 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) 5 = 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 4.07 – Substitute Teachers

Collective Bargaining – James Bedford

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</u> time the substitute is booked. Article 4.07.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."

ARTICLE 6.12 – Recognition of Extra-Curricular Activities

Collective Bargaining – James Bedford

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 extra-curricular 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*; extracurricular 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, th teacher hired would be obligated to fulfill his/her commitment for that term or year only.

Part-time Teachers and Monthly Staff Meeting Attendance

Collective Bargaining – James Bedford





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 204-929-5782.

A Guide to Leaves Available to Teachers in Louis Riel

<u>Leaves in the</u> <u>Collective</u> <u>Agreement</u> Sick Leave -

This leave is used for both short and longer term illnesses. This leave accumulates at the rate of twenty (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

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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 three (3) days per school year without loss of pay for a teacher to attend to religious holy days. See Article 6.02 for details regarding notification.

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 without loss of pay. 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 four (4) years in the Division and there is a limit of three (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 one (1) to five (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 the cost of a substitute. See article 6.07 for details.

Compassionate

Leave – This provides up to two (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 two (2) years may apply to the division on or before March 31 to have a percentage (may not exceed one third) of salary deferred. Salary may be deferred for a maximum of six (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 two (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 (effective January 24, 2007). The second day of the leave is at cost of substitute per diem. See Article 6.10 for details.

Retirement

Leave – This leave provides for five (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 Extracurricular Activities - A

teacher may access a one day paid leave of absence per school year for performing fifty (50) hours of eligible extra-curricular duties. See Article 6.12 for details.



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 three (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. 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 five (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 twenty (20) such leaves may be allocated in a year. See the policy for details.

Graduation

Leave – Policy GCCAB-I. This leave provides teachers half (½) day at no cost to attend the secondary or postsecondary graduation of their children or their own post-secondary graduation ceremonies. See the policy for details.



<u>Leaves in</u> <u>Practice</u>

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 three (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. You may wish to keep it for quick reference in the future. Please contact the Association at 929-5782 with specific questions or concerns.



ANNOUNCEMENTS & CELEBRATIONS!

Do you have any special announcements to share? Know of any coworkers who have recently gotten married or had a baby? Please send the good news to Shannon Gibson at Shansyg@me.com

REMINDERS : If you have recently changed your personal information such as name and or address, please contact the LRTA office at 204-929-5782 and have them update your information.



LRTA Calendar 2013 – 2014

Opening Dav

LRTA New Member Celebration

LRTA Council Meeting

LRTA Terry Fox Torchlight Run

LRTA Executive Meeting

<mark>September</mark>

Tuesday, 3rd Wednesday, 11th Wednesday, 18th Wednesday, 25th Friday, 27th

October

Friday, 4th Wednesday, 16th Friday, 25th Wednesday, 30th

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

<u>November</u>

Wednesday, 6th Wednesday, 20th LRTA Executive Meeting LRTA Council Meeting

December

Wednesday, 4th Wednesday, 18th Monday, 23rd through Friday, January 3rd

LRTA Executive Meeting LRTA Council Meeting

Winter Break

January

Wednesday, 8th Wednesday, 15th LRTA Executive Meeting LRTA Council Meeting

February

Wednesday, 5th Wednesday, 12th Wednesday, 19th

<u>March</u>

Monday, 3rd through Friday, March 7th Wednesday, 5th Wednesday, 19th Monday, 31st through Friday, April 4th

<mark>April</mark>

Tuesday, 8th Wednesday, 9th Wednesday, 16th Wednesday, 23rd Wednesday, 30th

May

Wednesday, 7thLRTA Executive MeetingWednesday, 14thLRTA AGM Binder MeetingWednesday, 21stLRTA Council MeetingWednesday, 21st throughSaturday, 24thMTS AGM

June

Wednesday, 4th Wednesday, 11th Wednesday, 18th

LRTA Executive Meeting LRTA Retirement Reception LRTA Council Meeting

Subject to change.

LRTA Executive Meeting Pre-Retirement Seminar LRTA Council Meeting

Operation Donation LRTA Executive Meeting LRTA Council Meeting

Spring Break

LRTA Executive Meeting LRTA Council Meeting LRTA Annual General Assembly - ATC Maternity/Parental Leave Seminar LRTA Appreciation Dinner - ATC

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