RIELITY CH \sqrt{CK}



PUBLICATION OF THE LOUIS RIEL TEACHERS' ASSOCIATION (www.lrta.ca)

SEPTEMBER 2016

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

President's Message Frank Restall

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 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. 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 and to protect your rights.

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 always honoured.

The start of a new school year is also an appropriate time to remind members of the expectations of our Code of Professional Practice. The Code of Professional Practice does not set a standard for members to strive to achieve, but rather, members must achieve this standard at all times! Being unaware of the Code and the related obligations it places upon all members is not an excuse. Neither is the absence of intent when the Code is violated. At all times "A member's professional behaviour must reflect the spirit as well as the letter of the Code".

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 emailing presIrta@shaw.ca.

- For Collective Bargaining, please contact Bernard Mazerolle cblrta@shaw.ca.
- For Professional Development concerns/questions, contact Marcela Cabezas 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. All matters will be dealt with in confidence. As well, members may call the Manitoba Teachers' Society (888-7961) and request Staff Officer assistance.



Members should bookmark the LRTA website www.lrta.ca. A guide to the LRTA, the LRTA Constitution, Bylaws, Policy Handbook, PPDF Guidelines, updates to the calendar, Rielity Check newsletters and important links can all be found on our website.

In the late afternoon of Wednesday, September 28, 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, to learn more about the Association and to enjoy refreshments. All "new" teachers will have received an invitation to this event and should make every effort to join colleagues at this special celebration.

On Friday, September 30, the Association and the Division will jointly host the Terry Fox Walk and Community BBQ at the Divisional Board Office, 900 St. Mary's Road. This year marks the 35th anniversary of Terry Fox's Marathon of Hope and all staff and community members are invited to attend this event. The BBQ, entertainment, face painting, music and games will begin at 6:00 pm with a guided walk to follow at 7:00 pm. Most importantly, donations to the Terry Fox Foundation will be accepted at this event. Please mark the evening of Friday, September 30, in your family's calendar!

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



2016 – 2017 Louis Riel Teachers' Association Executive

	President – Frank Restall		LRTA Office
	VP Collective Bargaining – Bernard Mazerolle		Collège Béliveau
	 VP Professional Development – Marcela Cabezas Secretary-Treasurer – Becky Litchfield ÉFM – Kevin Dilk Employee Benefits – Scott Wood Equity and Social Justice – Lacey Butler Public Relations – Cynthia Taylor Social – Marilyn Carter 		Collège Jeanne Sauvé
			Nordale School
			Collège Béliveau Glenlawn Collegiate
			Archwood School
			Glenlawn Collegiate
			Frontenac School
	Members-at-Large (3):	Jaclyn Condon	Hastings School
		Lindsay McDonald	École Varennes
		Charmaine Rudnicki	Shamrock School
	LRASA – Alice Young		Marion School
	Past President – Alison Ward		Frontenac School

Summer Babies Wanted!

In the spring of 2015, the Thompson Teachers' Association settled grievances on the non-payment of maternity top-up benefits during non-teaching periods. This means that, as of July 1, 2015, any teacher member of the TTA started receiving the full amount of top-up benefits regardless of when her baby is born. Benefits are still not payable during break periods, but will be paid in full once the break is over. This is an important and historic achievement for those teachers, and special thanks go to the teachers who were willing to file grievances to support their Association in achieving this breakthrough.

Subsequent to the Thompson settlement, twenty-one other teacher associations have been able to successfully negotiate the Thompson language into their collective agreements. Including Thompson, more than half of teacher associations in Manitoba now have language guaranteeing 135 days of top-up benefits to any teacher who takes maternity and parental leave, regardless of when the baby is born.

There is still work to do, however, as teachers in the remaining associations, including Louis Riel, do not yet have access to full top-up benefits. The Louis Riel Teachers' Association is committed to trying to achieve full top-up benefits for its members.



P.3 MTS News—Boycott of Anti-LGBTQ States

To this end, we would like any teacher who was on the 17 weeks maternity leave for any portion
of this past 2016 summer (summer 2016 only!) to contact either the LRTA office (204-929-5782) or
Nancy Kerr at The Manitoba Teachers' Society (204-831-3086).

IN THIS ISSUE

• P.1 Presidents Message

P.2 2016-2017 Executive

P.2 Maternity Top-Up Info

P.7 MTS Opportunities

- P.4 Terry Fox/ PPDF Basics
- P.5 PPDF Guideline Changes P.6 Collective Bargaining

F.o Collective Bargaining

• P.8 Orange Shirt Day Reminder

P.8 Contact Information and LRTA Calendar



MTS Boycotts Anti-LGBTQ States

July 28, 2016

The Manitoba Teachers' Society is actively discouraging its 15,000 members to travel to Mississippi or North Carolina for professional development opportunities.

MTS General Secretary Bobbi Taillefer has written to the governors of North Carolina and Mississippi informing them of the Society's fierce opposition to laws recently passed in those two states.

The decision comes from a resolution passed unanimously at MTS's Annual General Meeting.

The resolution says: "Be it resolved that the Manitoba Teachers' Society adopt a position opposing participation in PD activities taking place in States within the United States of America that have current legislation which legalizes discrimination towards any group based on race, religion, sexual orientation or gender identification."

As well, the Society will not approve any PD travel by MTS staff to those states.

North Carolina has passed a law to regulate transgender bathroom access and Mississippi enacted a law that allows people to discriminate against gays, lesbians, bisexual and transgender people based on religious grounds.

Taillefer says in her letters that the laws are repugnant to teachers.

"Our core values as teachers and educators is to embrace human rights and to work towards removing all bigotry. As teachers, we embrace differences and we believe that every human has the right to the same protections, liberties and rights.

"Until such time as your state legislation aligns with these basic human rights then we will be actively ensuring that no dollars coming from our over 15,000 members will be spent in your state." While discussion at the AGM also included other countries that discriminate against the LGBT community, it was decided to focus on the United States.

Worldwide, there are 10 countries where being gay can be punished by death. They are: Yemen, Iran, Mauritania, Nigeria, Qatar, Saudi Arabia, Afghanistan, Somalia, Sudan and the United Arab Emirates. There are 65 other countries where homosexual acts are outlawed.



PPDF Basics

Vice President Professional Development Marcela Cabezas

How do I apply for PPDF?

To submit a PPDF application you must log in to the LRSD website. Once there, to the "Applications" section along the right side of the screen and scroll down to select the "PPDF" option. Once you are in the PPDF site, 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.

Are you thinking of heading out of town for a PD event?

It is CRITICAL that you read the following documents prior to travelling as they 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 regarding car rentals, baggage charges, and other additional costs, found in the "**Out-of-Town Reimbursement Form.**" This form also explains how to submit your receipts correctly – especially in shared cost situations.

How do I get reimbursed for a

PPDF event?

Before submitting your receipts for

reimbursement, you must first complete a "**PD Report Form**." This is done by going online to the PPDF site and 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 until the end date on your PPDF application has past. Your original documentation is to be addressed to the "PPDF Secretary" and can be sent via the pony to the Board Office. <u>Be sure to</u> <u>retain copies of all documentation sent to the Board Office.</u>

This must be received by the Board Office within twenty teaching 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 \$1000.00 and one year at \$2000.00

(See PPDF Guidelines: Section IV, page 5-6, for further details).



New Member Celebration

Wednesday, Sept. 28

4:30 pm at the Legacy Centre

Short formal program followed by refreshments Invitations have been sent out to all new members. Please RSVP by Thursday, Sept 22.

PPDF Guideline Changes

Vice President Professional Development Marcela Cabezas

The PPDF Guidelines are a living document that are examined annually for potential revisions in order to ensure the guidelines are working optimally.

Changes to the PPDF Guidelines were agreed upon by the Division and the Association in June and took effect at the start of this school year. Below are some noteworthy changes:

II.B. Applications for Terms

Applications for **Term 1** will be accepted the **1**st **day of the school year**.

Applications for **Term 2** will be accepted starting **October 15**. Applications for **Term 3** will be accepted starting **January 15**. Applications for **Term 4** will be accepted starting **February 15**.

(The previous date was December 15. This new date works better in terms of timing for both LRTA members and members of the PPDF Committee.)

III.A. Procedures for Funding

4. Incomplete applications, including those submitted without a current year's complete event schedule that documents the times of keynote and breakout sessions, will be denied and must be re-submitted for reconsideration by the Committee.

(This additional language is required to ensure that the members of the PPDF Committee are able to perform their due diligence when reviewing an application. The new language also serves to protect LRTA members as travel dates and costs will be verifiable at the time of approval. This should help to prevent issues on the part of the member at the time of reimbursement.)

IV.A. Teacher Funding (Conditional to Available Funds)

2. The maximum funding for yearly activities will be \$1000 (excluding sub costs).

(This is up \$200 from last year.)

IV.B. \$2000 allotment (Conditional to Available Funds)

Once every three years a teacher may apply for a \$2000 maximum (excluding sub cost) in a lump sum for an out-of-town activity. To qualify a teacher must not have accessed any PPDF (including sub costs) in the current school year; if approved, no other funding will be granted in that school year.

(This is a \$300 increase from last year.)

V.A. Expenditure Criteria - Funding Allowed

7. Release time for presenting a workshop/session at a PD event that one is also participating in through PPDF may be considered by the PPDF Committee pending inclusion of details within the application.

(This new guideline is resultant from the deletion of a funding exemption which prevented access to PPDF funds for members who were attending a conference or an event at which they were also scheduled to present a workshop or a session. The onus remains on LRTA members to disclose their presenter status to the PPDF Committee at the time of application. Factors pertaining to the amount of time presenting vs the amount of time learning whilst at the event will be considered by the Committee members when reviewing an application.)

As always, it is incumbent upon members to familiarize themselves with the PPDF Guidelines document prior to submitting an application so as to ensure that one's request is onside.



Our Collective Agreement—Highlights

VP Collective Bargaining – Bernard Mazerolle

ARTICLE 4.06 AND THE PART-TIME TEACHER

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. 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) 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 $1.0 - 0.7 = 0.3 \times 5 = 1.5$ days.

• A part-time teacher with a 0.85 contract would be remunerated for 1.0 $-0.85 = 0.15 \times 5 = 0.75$ days. In this case one day would be allowed.

Article 4.07 – SUBSTITUTE TEACHERS

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 at the 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 ACTIVI-TIES

In the promotion of wellness, our LRTA members have a right that can be used to give improved balance between work-life and home-life. Article 6.12 states: *"teacher participation in extra-curricular activities is voluntary".*

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 this 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, the teacher hired would be obligated to fulfill his/her commitment for that term or year only.

PART-TIME TEACHERS AND MONTHLY STAFF MEETING ATTENDANCE

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, call the LRTA office at 204-929-5782.

A GUIDE TO LEAVES AVAILABLE TO TEACHERS IN LOUIS RIEL 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 twenty (20) days each year to a maximum of 130 days. A teacher's regular salary is paid until the number of sick days is exhausted. See Article 6.00 for details.

Maternity and Parental Leave – Maternity Leave for female teachers provides up to 17 weeks of top-up to 90% of salary. Parental Leave 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 three (3) days per school year without loss of pay for a teacher to attend to religious holy days. Of note, for religious leave, the Human Resources Form must be submitted no later than September 30th. 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.



Our Collective Agreement—Highlights

(Continued)

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. As of September 2015, both discretionary days are at no cost to the member. Discretionary days can be taken in half-day increments.

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 Extra-curricular 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. As of September 2015, members can accumulate paid leave in half-day increments for performing twenty-five (25) hours of eligible extra-curricular duties. See Article 6.12 for details.

Family Medical Leave (6.13)– A teacher shall be entitled to use up to four (4) days of sick leave per year to attend to illness, injury or medical appointment to that teacher's partner, parent, child or grandchild. Such leave is non-cumulative from one school year to the next school year.

Leaves in Divisional Policy

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

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 post-secondary graduation of their children or their own post-secondary graduation ceremonies. See the policy for details.

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 member can request up to three (3) days leave for the child's arrival.

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.

MTS Opportunities



The FAB 5 Beginning Teachers' Conference October 19-20, 2016

Wednesday 5:30 p.m. – 9:30 p.m. Thursday 8:30 a.m. – 4:00 p.m. Designed for teachers in their first five years of teaching



A forum for educational partners sponsored by the Social Justice Coalition of Manitoba.

Thursday, October 27, 6:30 PM – 8:30 PM Hugh John Macdonald School, 567 Bannatyne Ave., Winnipeg

Friday, October 28, 8:30 AM – 4:00 PM Peaceful Village, 357 Bannatyne Ave., Winnipeg





Orange Shirt Day—September 30th, 2016

Wear Orange because you are Canadian. Wear Orange because it matters.

You can order your MTS orange shirt at mts.unionproud.com.

Calendar of Events



LRTA Calendar 2016 – 2017

September

Tuesday, 6th Wednesday, 14th Wednesday, 21st Wednesday, 28th Friday, 30th

October

Friday, 7th am Friday, 7th pm Wednesday, 19th Friday, 21st Wednesday, 26th

November

Wednesday, 2nd Wednesday, 9th Wednesday, 16th

December

Wednesday, 7th Wednesday, 21st Friday, 23rd through Friday, Jan. 6th

January

Wednesday, 11th Wednesday, 18th Wednesday, 25th Opening Day

LRTA Executive Meeting LRTA Council Meeting LRTA New Member Celebration **Terry Fox Community Event**

LRTA Executive Retreat New Council Rep Orientation LRTA Council Meeting SAGE Maternity/Parental Leave Seminar

LRTA Executive Meeting Early Mid-Career Pension Seminar LRTA Council Meeting

LRTA Executive Meeting LRTA Council Meeting

Winter Break

LRTA Executive Meeting LRTA Council Meeting LRTA Benefits Seminar

February

Wednesday, 1st Wednesday, 8th Wednesday, 15th

March

Monday, Feb 27th through Friday, March 3rd Wednesday, 1st Wednesday, 15th Monday, 27th through Friday, March 31st

April

Wednesday, 5th Wednesday, 12th Thursday, 13th Wednesday, 19th Thursday, 27th

May

Wednesday, 3rd Wednesday, 10th Wednesday, 17th Wednesday, 24th through Saturday, 27th

June

Wednesday, 7th Wednesday, 14th Wednesday, 21st

LRTA office 204- 929-5782

Contact Us

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All matters will be dealt with in confidence.

Manitoba Teachers' Society **Can request Staff Officer** assistance 204-888-7961

Operation Donation LRTA Executive Meeting LRTA Council Meeting

LRTA Executive Meeting Pre-Retirement Seminar - ATC

LRTA Council Meeting

Spring Break

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

LRTA Executive Meeting LRTA AGM Binder Meeting LRTA Council Meeting

MTS AGM

LRTA Executive Meeting LRTA Retirement Reception LRTA Council Meeting

Subject to change.