



“Teaching is the one profession that creates all other professions.”



The teaching profession is noble, honourable and marked by benevolence. In the community, the teaching profession is respected, valued and viewed as the foundation of our society. As members of this great profession, we are aware of the many professional obligations we need to fulfill. The document that is of the singularly greatest significance to the teaching profession is The Code of Professional Practice. The Code clearly states the professional expectations of all members and all members are bound by the Code.

The Code (which appears later in this issue) is the minimum standard of Professional Practice for teachers. The Code of Professional Practice does not set a standard for teachers to strive to achieve, but rather, teachers 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 teacher’s professional behaviour must reflect the spirit as well as the letter of the Code”.

The Code of Professional Practice lists the professional obligations that we must meet. For instance, the Code states that:

“A member first directs any criticism of the professional activity and related work of a colleague to that colleague in private. Only after informing the colleague of the intent to do so, the complainant may direct in confidence the criticism to appropriate officials through the proper channels of communication.”

This aspect of the Code is not intended to restrict communication, but rather to enhance it. Simply put, all members must treat each other in a manner that they, themselves, would want to be treated. By clearly stating the expectations for communicating with colleagues, the Code requires that the highest degree of professionalism be maintained in our thoughts, actions and deeds. With all members following this aspect of the Code, communication is upfront, transparent and succinct. Eliminated are the destructive

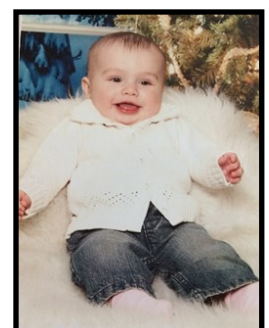
possibilities created by rumour, innuendo and gossip. With all members following this stated professional obligation, the highest standard of member professionalism is maintained by the membership itself.

The previous example is but one of the required standards of conduct from the Code for all members of the Manitoba Teachers’ Society. By being familiar and abiding with the Code, members are fulfilling their professional obligations and, at the same time, preventing contraventions of the Code. As well, abiding by The Code of Professional Practice protects members in other areas as well.

Abiding by the Code considerably lessens, if not completely eliminates, violations of the Collective Agreement, violations of privacy rights and violations of Workplace Safety and Health legislation. For instance, the Code specifically states that all members adhere to Collective Agreements. Other points of the Code deal with privacy and the confidential nature of information. As well, if our conduct is always characterized by consideration and good faith, if we speak and act with respect and dignity and if we deal judiciously with others always being mindful of their rights as outlined in the Code, it is very unlikely that harassment under Workplace Safety and Health legislation would ever occur!

As the holiday season approaches, I would like to thank each member for your invaluable contributions to our profession. On a day to day basis, you change lives for the better and build promising futures. I wish all members a healthy, restful and joyous holiday. Joyeuses Fêtes à tous! This is always an exciting time both at work and at home with family and friends. Please ensure that you are achieving a balance between the many demands upon your time and your own personal well being. Now, more than ever, make sure you take care of yourself and take care of each other!

Frank Restall
President, Louis Riel Teachers’ Association



Le coin des

Le coin des ÉFM par Fiona Cook



Les réunions du Conseil des écoles des ÉFM 2018-2019 se dérouleront à Winnipeg comme suit :
le samedi 12 janvier 2019 de 9 h à 15 h à McMaster House
le samedi 2 mars 2019 de 9 h à 15h à McMaster House

Atelier : La pleine conscience pour le personnel enseignant et les élèves

Venez vivre l'expérience d'une pratique de pleine conscience et apprenez comment l'intégrer dans vos propres salles.

le lundi 19 novembre 2018 de 9 h à 15 h 30 à McMaster House

Frais d'inscription 60\$ Inscrivez-vous en ligne <https://memberlink.mbteach.org/Events.aspx>

Pour plus d'information contactez Lise Schellenberg au 204.837.4666 poste 228 ou

lschellenberg@mbteach.org.

48^e Assemblée générale annuelle des ÉFM 2019

le vendredi 12 avril 2019 de 9 h à 16h à l'hôtel CanadInns Destination Centre Polo Park

Réseaux d'apprentissage régionaux (RAR)

Un RAR est un groupe d'enseignants qui veut développer et entretenir un réseau de relations professionnelles entre eux. Ils peuvent avoir accès aux fonds pour subvenir à leurs besoins pédagogiques et leur perfectionnement professionnel. Pour plus d'informations :

<https://efm-mts.org/reseaux-dapprentissage-regionaux/>

Programme de mentorat

Le programme de mentorat vous offre l'occasion de vous jumeler à un ou à des retraités.es afin de vivre des expériences culturelles et communautaires enrichissantes et en français! Pour vous inscrire ou pour plus de renseignements, contactez Roland Dion au 204.257.3629 ou à rdion@mymts.net

Chaîne YouTube

Saviez-vous que les ÉFM ont maintenant une chaîne de YouTube? C'est nommée Présidence ÉFM et contient des vidéos promotionnelles.

Chandail du 50^e

Vous pouvez commander les chandails du 50^e des ÉFM en ligne en visitant la boutique : <https://www.unionproud.com/shop-2/mts-50th-french-design/>

Suivez les ÉFM sur Facebook, Twitter et Instagram



[ÉFMdepartout](#)



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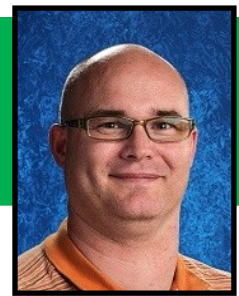
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IN THIS ISSUE

- P.1 President's Message
- P.2 ÉFM Information
- P.3 Substitute Teachers Article
- P.4 Substitute Teachers (Continued)
- P.5 LRTA Volunteer Night at Wpg Harvest
- P.6 PPDF Points of Confusion
- P.7 Changes to Parental Leave/ Code of Professional Practice
- P.8 Code (continued)/ Calendar and Contact Info

Article 4.07 Substitute Teachers

Vice President Collective Bargaining—Scott Wood



LRTA routinely takes inquiries from substitute teacher members regarding their working conditions. The following examines excerpts from **Article 4.07 – Substitute Teachers** of the LRTA/LRSD Collective Agreement. As all members have a role to play either in booking and assigning duties to substitute teachers, or supervising substitute teachers, the following information is relevant to every member.

Most importantly, Article 9 of the MTS Code of Professional Practice requires that *a member adheres to collective agreements negotiated by the Society and its Locals*. Knowingly violating of any of the following articles could result not only in a grievance being filed, but also a Code complaint by a substitute teacher member if there is a violation, or a Code complaint by the Association if there is an ongoing violation affecting all substitute teachers at a given worksite.

- *Article 4.07 – The Division, in administering Article 4.07, shall act reasonably, fairly, and in good faith.*

Fair, reasonable, and in good faith are legal terms that mean very much what they say. In simple terms, if an event occurs in the conduct of the Division with respect to one substitute teacher, it will be measured against whether or not that conduct is fair, reasonable and in good faith with respect to all substitute teachers, all members and, if necessary, all employees.

- *Article 4.07.B – A substitute teacher is employed by the Division on an irregular, day to day basis to either replace a regular teacher or fulfill an assignment which is normally less than twenty (20) consecutive working days in duration.*

This clause stipulates that a substitute teacher would not normally work in the same assignment for more than twenty (20) days. Legislation provides for the hiring of substitute teachers under term contracts to replace teachers on leaves. See clause 4.07.M below for more detail.

- *Article 4.07.C – A period of substitute teaching of at least five (5) consecutive working days in the same assignment shall be termed extended substitute teaching.*

This clause defines what an “extended” assignment is for a substitute teacher for purposes of pay under the next clause. The five (5) days must be consecutive (a weekend, statutory holiday or winter, spring and summer break do not interrupt) and the assignment must be the same (usually this means replacing the same teacher).

- *Article 4.07.D – A substitute teacher who assumes the teaching workload of a teacher for five (5) consecutive school days or more, shall be paid at the rate of such fraction (calculated to three decimal places) as one day out of the number of teaching days prescribed by the Minister for the School year of his or her classification according to the qualifications and experience under Article 4.00, retroactive to the first day of commencement of such continuous service.*

If the substitute teaching assignment is deemed “extended” under clause C, then the substitute teacher is paid according to his/her classification and experience according to the established scale in Article 4.00 – Salary Schedule of the Collective Agreement for every day worked.

- *Article 4.07.F – A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine days taught in that assignment. Sick leave shall not accumulate from assignment to assignment.*

This clause provides for one (1) day of sick leave for a substitute teacher for nine (9) consecutive days of employment in an extended substitute teaching assignment (one lasting at least five (5) days).



Article 4.07 Substitute Teachers

CONTINUED

- *Article 4.07.G – The use of a sick leave day with pay shall not constitute an interruption of the extended substitute teaching assignment.*

The use of the sick day defined in Clause F does constitute a break in employment for purposes of pay under Clause D (in an extended substitute teaching assignment).

- *Article 4.07.J/K – A substitute teacher who is called for a full (or half) day assignment, who reports, and who finds that his or her services are not required shall be paid a half day's pay for reporting for duty.*

Substitute teachers must be paid if they are booked for an assignment and appear for the assignment. Cancellations must be made at least 24 hours prior to the start of the assignment.

- *Article 4.07.L – In the event of an emergency closure of a school or early dismissal for emergency reasons, substitute teachers will be paid full pay at the applicable rate of pay.*

If a school is closed early, the substitute teacher must be paid for the period that was contracted for.

- *Article 4.07.M – A substitute teacher who has been employed for at least twenty (20) days in the same assignment shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher - General contract, unless the return of the regular teacher or the conclusion of the substitute assignment will occur within five (5) working days.*

This Article specifies when a substitute teaching position must end and a term teaching position must begin.

- *Article 4.07.N – 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 of the teacher who is being replaced.*

This article is commonly called the "Footprint Clause", and it specifies that the duties of the substitute teacher must be the same as the duties of the teacher that the substitute is replacing as described in the Absence Management System. For example, if a teacher does not have recess or other supervision duty, then the substitute teacher cannot be assigned recess or supervision duty for that day. If there are modifications to the timetable (for example, providing coverage in another class) this must be communicated before the assignment is accepted.

- *Article 4.07.O – No substitute teacher shall be assigned duty prior to the commencement of class on the first morning of an assignment or prior to the afternoon class on the first day, if it is a half-day afternoon assignment.*

This clause provides for time for the substitute teacher to become familiar with the instructions for the day. It is the responsibility of the school's administrator to ensure that any required supervision duties are assigned fairly, reasonably, and in good faith to other staff in the school.

Two things to always keep in mind when making a booking on Absence Management are to notify the substitute member whether or not you have a parking spot (and the stall number), and let the substitute member know if you have recess duty so that he/she can dress appropriately. You would be surprised how two seemingly insignificant pieces of information can go a long way to making a colleague's day just a little bit easier.

Perhaps the most important thing to keep in mind when interacting with substitute teachers is that they are members, just like you. Welcome them to your building. Check in with substitutes who are new to your building to help them find their way. You never know, they may be your teaching partner next year!

If there are questions regarding Article 4.07 Substitute Teachers, or any other article of the Collective Agreement, please do not hesitate to call the LRTA Office at (204) 929-5782.

LRTA FAMILY VOLUNTEER NIGHT AT WINNIPEG HARVEST!



Join the LRTA Equity and Social Justice Committee for a fun-filled, family volunteer night at Winnipeg Harvest on:

Wednesday, January 30th
Tuesday, March 5th
Thursday, May 2nd
Time 5:30—7 pm

FAMILY FRIENDLY EVENT, ALL AGES ARE WELCOME!

Participation is limited to 25 people. RSVP early, including the number of participants and the ages of children, to confirm your spot!



RSVP TO: jaclyn.richard@lrsd.net

BY: January 15th

BRING A TIN FOR THE BIN – EVERY DONATION HELPS!

Be sure to wear clothes that can get dirty and close-toed shoes.

Ample parking available in the lot across the street and in the lot behind the building (through McDermont Ave.)

WINNIPEG HARVEST, 1085 Winnipeg Ave.



PPDF: Points of Clarification

Vice President Professional Development
Marcela Cabezas



While most questions can often be answered carefully reading the PPDF Guidelines (found at www.lrta.ca and on the Divisional website), hopefully, this article will help eliminate some of the points of confusion by responding to the five most commonly asked questions regarding the use of PPDF funds.

Question 1: The PPDF system says I am entitled to \$1000 of PD money this year? Is this accurate?

Answer 1: By default the system indicates a member is eligible to receive up to \$1000 from the PPDF in any given year. Page 5 of the PPDF Guidelines states that, "A teacher may be funded for up to three activities per school year. The maximum funding for yearly activities will be \$1000.00 (excluding substitute costs.)" Funding for all PPDF applications is subject to availability of funds.

It is a common misperception that there is \$1000 in the PPDF specifically allotted to each member. The PPDF functions more like a joint savings account which all 1100 members of the LRTA can access. The PPDF does not function like a personal savings account with a set amount of money put aside for each member. Instead, as LRTA members, we all have access to the same funds to better ourselves professionally. How much you choose to access from that fund depends on you and, of course, how much is left in the PPDF "joint savings account."

Question 2: I heard that I can get \$2000 to go out of town for PD. How does that work?

Answer 2: Once every three years, a \$2000 lump sum allotment is available to individual LRTA members for out of town PD, provided that funds are available.

As per page 5 of the PPDF Guidelines, "To qualify a teacher must not have accessed any PPDF (including substitute costs) in the current school year; if approved no other funding will be granted in that school year." Should a member request to go on an out of town PD event again prior to being eligible for the \$2000 allotment, their application will still be considered but they can only be funded to a maximum of \$1000 pending availability of funds.

For any other PPDF related questions, please e-mail me at pdlrta@shaw.ca or call me at the LRTA office at 204-929-5782.

Question 3: Out of town funds for Term 2 have run out. Can I apply to Term 3 for an event that takes place in Term 2? How about using in-town funds for an out of town event?

PPDF monies are divided into five terms. Funding must be drawn from the term in which the PD event occurs. As well, monies are further divided into funds for PD events in Winnipeg and for our of town PD events.

Question 4: I need to cancel my PPDF application. How do I do that?

Answer 4: If the event has *not yet* taken place, you must contact me at pdlrta@shaw.ca and I can cancel it for you. Please include the PPDF application number in your message. Contacting me is extremely important as your cancelation could mean that another member is able to have their application funded or attend the very same event in your stead if a maximum number of applicants was reached for your particular PD event.

Question 5: How do I get reimbursed?

Answer 5: Reimbursements are processed at the LRSD Board Office, *not by the LRTA*. Reimbursement is a two step process:

Firstly members must first complete the online "PD Report Form" found in the PPDF system. This form is accessible after your event date has passed. To access the PD Report Form found in the PPDF system, under the column entitled "Application Links", click on the "My Applications" link; scroll down to the "Attended Events" area where you will find the PD event in question – there you will find the link to the PD Report Form for your event.

Secondly, printed copies of receipts are to be sent to the LRSD Board Office to the attention of the PPDF Secretary. In-town PD event applicants need only submit a copy of their receipts and include the PPDF application number on their document. Out of Town PD applicants must also complete the "Out of Town Reimbursement Form" found in the "Application Links" area. The "Out of Town Reimbursement Form" should be submitted to the LRSD Board Office to the attention of the PPDF Secretary along with copies of receipts and supporting documents regardless of where or not they surpass the allocated funded by PPDF.

New Changes to Parental Leave

Employee Benefits Chair—Jaclyn Porteous



Employees in Manitoba can now take a Parental Leave of either 35 weeks OR 61 weeks.

- These benefits are available for both biological and adoptive parents. Can only be started once the child has arrived
- Can be shared with both parents
- You must choose one or the other at the beginning of your leave
- If you choose the 61-week option, you can always choose to go back early, but you will lose the remaining of the benefit

Employment Insurance

- 35-week option: Benefit rate is 55% of salary to a maximum of \$51700 (max benefit of \$547 per week)
- 61-week option: Benefit rate is 33% of salary to a maximum of \$51700 (max benefit of \$365 per week)

Don't Forget!!

- To be eligible for EI, you must have 600 insurable hours of work in the previous 52 weeks.
- Teachers are credited with 9.1 insurable hours per full day taught (teaching, admin, PD and division-paid sick days count)
- If you don't meet the 600 hours, you don't get divisional top-up

COMING SOON!!

For births taking place on or after March 17th, 2019, parents are eligible for an extra 5 weeks of parental leave (for the 35-week option) or an extra 8 weeks (for the 61-week option) ONLY IF you share those weeks with your partner.



Code of Professional Practice (see President's Message)

Members are bound by the following principles and each Member's professional behaviour must reflect the spirit as well as the letter of these principles:

1. A Member's first professional responsibility is to the Member's students;
2. A Member acts with integrity and diligence in carrying out professional responsibilities;
3. A Member avoids involvement in a conflict of interest, recognizes that a privileged relationship with students exists and refrains from exploiting that relationship for material, ideological or other advantage;
4. A Member's conduct is characterised by consideration and good faith. The Member speaks and acts with respect and dignity, and deals judiciously with others, always mindful of their rights;
5. A Member respects the confidential nature of information concerning students and may give the information only to authorized personnel or agencies directly concerned with the individual student's welfare;
6. A Member first directs any criticism of the professional activity and related work of a colleague to that colleague in private. Only after informing the colleague of the intent to do so, the complainant may direct in confidence the criticism to appropriate officials through the proper channels of communication. A Member shall not be considered in contravention of this Article in the following circumstances:
 - a) consulting with the Society or the Member's Local president;
 - b) taking any action that is allowed or mandated by legislation;
 - c) where the Member is acting in good faith and without malice in the discharge of the legitimate duties of the Member's appointed or elected position;

(more on Page 8)

Code of Professional Practice

7. A Member does not bypass immediate authority to reach higher authority without first exhausting the proper channels of communication;
8. A Member makes an ongoing effort to improve professionally;
9. A Member adheres to collective agreements negotiated by the Society and its Local; and
10. A Member or group of Members makes only authorized representations to Outside Bodies on behalf of the Society or its Locals. Without the express permission of the Society, no Members conferring with Outside Bodies may explicitly or implicitly claim that they represent the Society or its Locals.

(The Society approved new Bylaws at its 2014 AGM. Bylaw IV includes the Code of Professional Practice that applies to all teachers who are members of the Society. Bylaw IV also outlines what constitutes *professional misconduct* and how the Code is enforced. The Society's Constitution and Bylaws outline the remedies or sanctions that can be imposed against any teacher who violates the Code of Professional Practice.)

REMINDER

If you have recently changed your name, please contact the LRTA office at (204)929-5782 or seclrta@shaw.ca and have your file updated.

Contact Us

LRTA office
204- 929-5782

President
Frank Restall
preslrta@shaw.ca

Collective Bargaining
Scott Wood
cblrta@shaw.ca

Professional Development
Marcela Cabezas
pdlrta@shaw.ca

All matters will be dealt with in confidence.

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

Calendar of Events



LRTA Calendar 2018 – 2019

September

Tuesday, 4 th	Opening Day
Wednesday, 12 th	LRTA Executive Meeting
Wednesday, 19 th	LRTA Council Meeting

October

Thursday, 4 th	LRTA New Member Celebration
Friday, 5 th am	LRTA Executive Retreat
Friday, 5 th pm	New Council Rep Orientation
Wednesday, 17 th	LRTA Council Meeting
Thursday, 18 th	Maternity/Parental Leave Seminar
Friday, 19 th	MTS PD Day

November

Wednesday, 7 th	LRTA Executive Meeting
Thursday, 8 th	Early Mid-Career Pension Seminar
Wednesday, 14 th	LRTA Council Meeting

December

Wednesday, 5 th	LRTA Executive Meeting
Wednesday, 19 th	LRTA Council Meeting
Monday, 24 th through Friday, Jan. 4 th	Winter Break

January

Wednesday, 9 th	LRTA Executive Meeting
Wednesday, 16 th	LRTA Council Meeting
Wednesday, 30 th	New Member Benefits Seminar

February

Wednesday, 6 th	LRTA Executive Meeting
Thursday, 7 th	Pre-Retirement Seminar – ATC
Wednesday, 13 th	LRTA Council Meeting

March

Wednesday, 6 th	LRTA Executive Meeting
Wednesday, 13 th	LRTA Council Meeting
Monday, 25 th through Friday, March 29 th	Spring Break

April

Wednesday, 3 rd	LRTA Executive Meeting
Wednesday, 10 th	LRTA Council Meeting
Thursday, 11 th	Maternity/Parental Leave Seminar
Wednesday, 17 th	LRTA Annual General Assembly – ATC
Thursday, 25 th	LRTA Appreciation Dinner

May

Wednesday, 1 st	LRTA Executive Meeting
Wednesday, 8 th	LRTA AGM Binder Meeting
Wednesday, 15 th	LRTA Council Meeting
Wednesday, 22 nd through Saturday, 25 th	MTS AGM

June

Wednesday, 5 th	LRTA Executive Meeting
Wednesday, 12 th	LRTA Retirement Reception
Wednesday, 19 th	LRTA Council Meeting

Subject to change. As of Sept. 5, 2018.