



**New Teacher Handbook  
2011-12**



Welcome to PTTA!

On behalf the Pembina Trails Teachers' Association, I would like to welcome you. Even though your Association provides many supports and services for our members, we are always interested hearing from new members. We encourage you to share ideas for any new supports that would benefit you as a member of the Association.

Each year the Association compiles this New Teacher Handbook. It is a good idea to keep it on hand as a quick reference. Please visit our website regularly at [www.ptta.ca](http://www.ptta.ca). The site is updated frequently and special events or services are always posted on the home page. As well, you will find our current PTTA Collective Agreement, benefit packages, Executive contact information as well as our PTTA Constitution, Bylaws and Policies.

Each year, schools are asked to provide the name of a head PTTA representative. These individuals can help answer your questions or direct you to someone who can. They also provide a valuable link between the Association and the PTTA members at your workplace.

PTTA's success is dependent on the participation of its members. We encourage you to think about being involved. If you are interested in becoming involved, a good place to start is committee work (see page 8); there are many PTTA committees that would welcome your involvement. Contact us for more information. We are always available to answer questions, provide assistance and listen.

The PTTA office is located in Westdale School (Room 105). Please feel free to drop by, call me at 896-4857 or email me at [pttapresident@mts.net](mailto:pttapresident@mts.net).

Our administrative assistant, Michelle Watson, can also be reached at this office. Her email address is [ptta@mts.net](mailto:ptta@mts.net).

I look forward to talking with you over the coming school year.

Sincerely,

Cathy O'Donnell  
Pembina Trails Teachers' Association  
President

CO/mw



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## Code of Professional Practice

What is expected of you as a professional? This is a question which is not only asked by beginning teachers, but also reflects the ethical dilemmas even more experienced teachers face. As a profession, we have made a public statement about the conduct of our members which the public can expect in return for trusting us with the education of their children.

The Code of Professional Practice establishes the required standards of conducts for all members of The Manitoba Teachers' Society. A teacher's professional behaviour must reflect the spirit as well as the letter of the Code.

1. A teacher's first professional responsibility is to her or his students.
2. A teacher acts with integrity and diligence in carrying out professional responsibilities.
3. A teacher 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 teacher speaks and acts with respect and dignity, and deals judiciously with others, always mindful of their rights.
5. A teacher 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 teacher's conduct toward colleagues is characterized by consideration and good faith.
7. A teacher first directs any criticism of the professional activity 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.
8. A teacher shall not be considered in contravention of the Code in:
  - a. consulting with the Society or the president of the member's local association;
  - b. reporting reasonable grounds for suspected child abuse according to legal requirements.
  - c. making a complaint of harassment under the provisions of a policy established in accordance with provincial workplace health and safety legislation.
9. A teacher does not bypass immediate authority to reach higher authority without first exhausting the proper channels of communication.
10. A teacher makes an ongoing effort to improve professionally.
11. A teacher adheres to collective agreements negotiated by the professional organization.
12. A teacher neither applies for nor accepts a position which is included in a Society in-dispute declaration.
13. A teacher or group of teachers makes only authorized representations to outside bodies on behalf of the Society or its local associations. Without the express permission of the Society, no member(s) conferring with outside bodies may explicitly or implicitly claim that they represent the Society or its local associations.

(Violation of the Code shall be addressed through application of MTS bylaws.)  
(revised, Annual General Meeting, 2011)

## Code de déontologie

Le Code de déontologie énonce les normes de conduite qui doivent s'appliquer à tous les membres de la Manitoba Teachers' Society. Le comportement professionnel de tout membre du personnel enseignant doit refléter tant l'esprit que la lettre du Code.

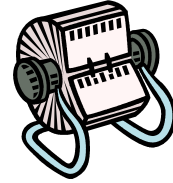
1. La première responsabilité professionnelle de tout membre du personnel enseignant doit porter sur ses élèves.
2. Tout membre du personnel enseignant doit s'acquitter de ses responsabilités professionnelles avec diligence et intégrité.
3. Tout membre du personnel enseignant doit éviter de se retrouver en situation de conflit d'intérêt, reconnaître l'existence de rapports privilégiés avec les élèves et s'abstenir d'exploiter ces rapports en vue d'obtenir des avantages matériels, idéologiques ou autres.
4. Tout membre du personnel enseignant doit se conduire et s'exprimer avec respect et dignité en prenant soin de toujours respecter les droits des autres.
5. Tout membre du personnel enseignant doit respecter le caractère confidentiel des renseignements recueillis au sujet des élèves et ne doit divulguer ces renseignements qu'aux personnes autorisées ou aux organismes chargés de veiller directement au bien-être de l'élève en question.
6. Tout membre du personnel enseignant doit faire preuve de bonne foi et de considération dans ses rapports avec ses collègues.
7. Tout membre du personnel enseignant qui a des critiques à formuler à l'égard de la conduite professionnelle d'un.e collègue doit d'abord lui en faire part en privé, puis, après lui avoir indiqué son intention, l'enseignante ou l'enseignant peut, sous le sceau du secret, en informer les autorités appropriées par le truchement de communications appropriées.
8. Un membre du personnel enseignant n'enfreint pas le présent Code lorsqu'il :
  - a) Consulte de bonne foi la Manitoba Teachers' Society ou la présidence de l'association locale du membre du personnel enseignant;
  - b) Fait rapport de ses soupçons qu'un enfant est victime de mauvais traitements aux autorités appropriées, conformément à la loi.
  - c) Dépose une plainte de harcèlement selon les dispositions de la politique établie conformément à la législation provinciale sur la sécurité et l'hygiène du travail.
9. Tout membre du personnel enseignant doit respecter l'ordre de la hiérarchie et ne doit pas faire appel à des échelons hiérarchiques plus élevés sans s'être d'abord adressé à ses supérieurs immédiats.
10. Tout membre du personnel enseignant doit chercher constamment à se perfectionner au plan professionnel.
11. Tout membre du personnel enseignant doit se conformer aux conventions collectives négociées par son association professionnelle.
12. Aucun membre du personnel enseignant ne doit poser sa candidature à un poste ou accepter un poste que la Manitoba Teachers' Society a déclaré en litige.
13. Seuls les membres du personnel enseignant et les groupes d'enseignantes ou d'enseignants autorisés peuvent représenter la Manitoba Teachers' Society ou ses associations locales auprès d'organismes extérieurs. Sans la permission expresse de la Manitoba Teachers' Society, aucun membre du personnel enseignant qui discute avec des organismes extérieurs ne peut prétendre implicitement ou explicitement représenter la Manitoba Teachers' Society ou ses associations locales. *Toute infraction au Code de déontologie doit être traitée dans le cadre de l'application des principes directeurs.* (Révisé: AGA 2011)

# Important Forms and Deadlines to Remember!

- **Parking forms:** Are done at the start of the school year; please check with your school secretary for the due date.
- The Division will provide a package with **Life Insurance forms** and **Blue Cross Extended Health and Dental forms** that need to be completed at the beginning of the school year.
- **Religious Holy Leave** days required before the end of September need to be applied within 10 working days after the start of the school year, unless the holy day falls within the first ten working days of the school year then the notice needs to be given within 5 working days.
- The **Extracurricular form** (to log hours for a **Recognition Day**) is asked to be completed by September 30th. This form is to include an estimate of the hours expected to be spent on student activities that occur at noon, before school or after school. Notice of recognition days to be claimed must be made to both the School Principal and the Substitute Clerk 5 days prior to taking the time.
- **City of Winnipeg Fitness Pass** registration needs to be submitted by September 19, 2011 to the PTTA office. You will be sent this information at the beginning of September.
- **The Joint PD Fund Guideline deadlines** will be published in the Joint PD Guidelines Brochure. This brochure is posted on the Divisional website under the Staff tab. Click on Joint PD.



## Important Contacts



1. **Pembina Trails Teachers' Association**  
Westdale School - Room 105- 6720 Betsworth Ave.  
Winnipeg, MB. R3R 1W3  
**Ph. 896-4857                  Fax: 889-9712**  
**Email: Office - ptt@mts.net**  
          **Cathy - pttapresident@mts.net**  
          **Wayne - pttavp@mts.net**  
          **Arlyn - pttacb@mts.net**  
**Website: www.ptta.ca**
  
2. **Manitoba Teachers' Society**  
191 Harcourt Street  
Winnipeg., MB. R3J 3H2  
**Ph. 888-7961                  Toll Free: 1-800-262-8803**  
**Fax: 831- 0877**  
**After hours Ph: 946-2725**  
**Website: www.mbteach.org**
  
3. **MTS Disability Fund**  
101 - 2639 Portage Avenue  
Winnipeg, Manitoba  
**Ph. 957-5330 or 1-866-504-9373**  
**Fax 957-5347 or 1-866-216-9014**  
**Email: info@mtsdbp.ca**
  
4. **MTS TRAF Pension Plan**  
330-25 Forks Market Road  
Winnipeg, MB. R3C 4S8  
**Ph. 949-0048                  Toll Free: 1-800-782-0714**  
**Fax: 944 0361**  
**Website: www.traf.mb.ca**  
**Email: info@traf.mb.ca**
  
5. **Manitoba Education, Citizenship & Youth**  
**Ph. 945-7912**  
**Website: <http://www.edu.gov.mb.ca/k12/>**
  
6. **Manitoba Blue Cross, Website: <http://www.mb.bluecross.ca>**  
**Ph. 775-0151**  
**Toll Free 1-800-873-2583 (in Manitoba)**  
**Toll Free 1-800-596-1032 (Elsewhere in Canada)**
  
7. **Educator Assistance Program (Manitoba Teachers Society)**  
**Ph. 837-5851**



**What is PTTA?** The Pembina Trails Teachers' Association represents all teachers. This includes consultants, clinicians, administrators, resource, counseling and classroom teachers in Pembina Trails School Division.

PTTA supports our members through various committees such as Professional Development, ACE/BACE, Education Finance, Public Relations, Collective Bargaining, Social and Wellness, Equity and Social Justice, and Employee Benefits.

**Collective Bargaining Committee: Arlyn Filewich, Chair**

- Negotiates our contract and benefits.
- Ensures representation from all schools and levels regarding bargaining issues.
- Communicates collective bargaining issues and information to Association members.  
(more Contract information on pages 15-19)

**Professional Development Committee: Wayne Schultz, Chair**

- Participates in the management of the Joint PD Fund.
- Schools are represented on an Association Committee that meets regularly.
- The committee promotes teacher autonomy in professional development and supports Association members to pursue their professional goals.
- Communicate professional development issues and information to Association members.  
(more PD information on page 11)

**Employee Benefits: Danielle Pambrun, Chair**

- Oversees present and explores additional benefit plans for members.
- Facilitates Retirement and Maternity/Paternity information sessions for members.

**Wellness/Social: Debra Skochyles, Chair**

- Plans social functions and group fitness plans.

**Public Relations: Peggy Murphy, Chair**

- Publish Trail Talk newsletter
- Maintains website

**ACE/BACE: Wayne Schultz, Chair (Association Council on Education and Board/Association Council on Education) Committees**

- Liaise with Trustees and Senior Administration around questions and issues brought forward by members.

**Equity and Social Justice: Kenn Burgess, Chair**

- Looks at equality issues and social justice issues. (Information on the PTTA website)

**Education Finance: Arlyn Filewich, Chair**

- Looks at the Funding of Schools Program and other forms of provincial funding along with the PTSD Divisional Budgets.

# What Do Your Dues Do For You?



It's a question that we're asked from time to time. The automatic response is that MTS and PTTA bargains your collective agreement and is there for you should you find yourself in trouble. Certainly that's part of it...but just that...a part. The role of MTS is much broader. The Pembina Trails Teachers' Association is the local chapter of the Manitoba Teachers' Society, so support to members is offered locally as well as provincially.

**Locally**, the scope of the **Association** includes:

- Overseeing the administration of various group plans such as Blue Cross extended health and dental benefits
- Promote the significance of professional development within the Association through such avenues as the Joint PD Fund
- Promote teacher autonomy in professional development and support Association members to pursue their professional goals
- Communicate professional development issues and information to Association members.
- Offering communication in the form of the newsletter "Trail Talk", a website [www.ptta.ca](http://www.ptta.ca) and through Council and PD Representatives from each school
- Liaise with Senior Administration and the Board around issues, questions and concerns raised by teachers
- Providing an avenue for members to have their voice heard at the provincial level through resolutions
- Offering access to workshops and seminars dealing with topics such as maternity benefits and retirement planning to name a few
- Organizing social events, such as golf and a retirement reception
- Providing representation on external committees (when appropriate)
- Monitoring all school board meetings and protecting the rights of teachers
- Representation on Divisional Committees like Workplace Health and Safety, Professional Growth Model, Standard of Behaviour as examples
- Is often just a voice at the end of the phone providing advice, direction, interpretation, information or simply a friendly ear

**Provincially MTS** works in harmony with the Association to provide:

- Assistance with negotiating teachers' collective agreements and enforcement of agreements through grievances and other legal action
- Professional development support at every stage of a teacher's career
- Individual help from staff officers on personnel problems with your employer related to health, sick leave, certification, evaluation, salary, maternity leave, etc.
- Legal advice and representation on employer-related matters
- Liability insurance for incidents within the scope of a teacher's duties Confidential bilingual professional counseling services for problems of a personal nature such as marriage, divorce, substance abuse, and stress issues
- Advice and assistance to local teachers' associations on organization, programs and communications
- Services in the French language to teachers and associations
- Support and assistance to the *Educatrices et éducateurs francophones du Manitoba*, the Council of School Leaders and Special Area Groups
- Lobbying government for improvements to our schools, teachers' working conditions and our pensions
- Communications to members through *The Manitoba Teacher*, a website [www.mbteach.org](http://www.mbteach.org), brochures and newsletters
- MTS Membership card gives you discounts on a variety of products and services

Remember, the Association's reason for being is the protection and welfare of its members. Its strength lies in you – its members. **And...we bargain your Collective Agreement.**



## **About MTS**

From its formation MTS in 1919, the Society has worked to improve the economic welfare and professional development of teachers and the quality of education in Manitoba.

### **Welcome to MTS**

Congratulations on becoming a member of the Manitoba Teachers' Society. The Manitoba Teachers' Society represents the 15,000 public school teachers in Manitoba. Pembina Trails Teachers' Association (PTTA), of which you are also a member, is one of the 38 local associations that form the Society. The Manitoba Teachers' Society will defend your rights and working conditions and provide you with opportunities for important professional development.

### **Belonging to MTS is your right**

Teachers, as well as doctors, nurses and other professionals have organized themselves to act collectively. Freedom of association is protected by Subsection 2 of the Canadian Charter of Rights and Freedoms. This fundamental freedom protects the rights of teachers to form and belong to unions. The right to organize and to participate in collective bargaining is a fundamental public policy concept in the Canadian Labour Relations System in each jurisdiction.

### **What's my responsibility – to my collective agreement?**

Your collective agreement outlines not only your current salary and benefits, but also your rights and working conditions. As a member of the Society and your local association, you are bound to follow the terms of the agreement. You have a duty-free lunch clause specified in your PTTA Collective Agreement. You owe it to yourself and your colleagues not to break that clause by scheduling or participating in meetings during the lunch hour. **(Please refer to the letter on page 21 of this booklet.)**

### **Five Good Reasons – to get active in MTS**

There are many good reasons why you, as a new teacher should get involved in your local association and The Manitoba Teachers' Society. Max Fischer summed up five good reasons in his 2003 article; *"Visible unions depend on you."*

- MTS membership gives you the right to become involved.
- The gains we make benefit everyone in your association.
- We can help with your professional growth.
- You are part of a political process.
- We challenge injustices to individuals and groups.

### **Quotes from your colleagues**

"I never thought I'd have to use the Society. Then we had this problem at school and their legal team really helped me out."

"MTS is always there. It's like insurance, you don't think about it until you need it."

**SOURCE: Talking Cards, [www.mbteach.org](http://www.mbteach.org)**

# Moving Forward in Personal and Professional Goals

## Identifying Personal PD Needs

Consider...

- Personal goals and ambitions
- Teaching assignment
- Student needs and class composition
- Relevant Departmental and Divisional initiatives and priorities
- Priorities identified in the school plan
- Your role as a member in achieving each piece of school plan



## Set Personal and Professional Goals

Identify the skills and knowledge that will be required in...

- One year
- Five years
- Ten years

## Outline a Plan

- Set personal priorities for the short term (1-2 years) and for the long term (5 years).
- Research types of PD activities to move towards achieving these priorities.
- Investigate the financial and other resources that will help you meet your priority goals
  - school PD allocation
  - Pembina Trails Joint PD Fund
  - Divisional projects/initiatives
  - grants from MTS
- Determine a progression and a calendar of PD activities. Some possibilities include:
  - *Pembina Trails Staff Development Centre*: provides workshops, networking and support group opportunities around topics of professional and personal interest
  - *Leadership opportunities*: PTTA Council/Committee Work
  - *University courses*
  - *School PD events*: regular scheduled days planned by your school
  - *Study Groups*: with school colleagues or interested others
  - *E-learning*: distance education, Manitoba Learning
  - *Research Projects*: within the school or as part of other course work
  - *Conferences*: locally or nationally
  - *Professional reading*: as part of a study group or independently
  - *Peer Coaching*: school colleagues or selected individuals
  - *SAGE (Special Area Groups of Educators)*: join one or more subject group and attend the co-ordinated conferences on October 21, 2011.

**“I delight in learning so that I can teach.”**

Seneca

# PTTA Professional Development



## Websites

Where can you find PD opportunities?

- Go to the Professional Development link on the Manitoba Teachers' Society Home Page at [www.mbteach.org](http://www.mbteach.org). PD opportunities are listed under the **PD Bulletin** and the **MTS Seminars** links. The Society offers a series of workshops for Beginning Teachers each year.
- Go to Pembina Trails' Teachers Association website at [www.ptta.ca](http://www.ptta.ca). Click on the Professional Development link.

## Professional Development Funds

**1. PTSD/PTTA Joint PD Fund** - This fund is administered by the PD Fund Management Committee with equal representation from Pembina Trails School Division and Pembina Trails Teachers' Association. This Committee considers applications for financial support to members wishing to attend workshops and conferences. As well, this fund supports university coursework and proposals for teacher-initiated professional development. The annual fund was established in the interest of enhancing professional growth and is available to Pembina Trails Teachers' Association members. For 2011-12 the annual fund will be \$436,094. It will increase each year of the Collective Agreement to 2014. The Professional Development Fund brochure, application and claim forms are available online at: [www.pembinatrails.ca](http://www.pembinatrails.ca) on the Staff Page.

Teachers who are on a term contract are eligible to apply to this fund and attend PD activities while they are on contract. The PD opportunity needs to occur during the contract term.

**2. School – Based PD Funds** - Professional staff members also have access to School PD Funds. Each school is allocated a budget based on the number of professional staff members. The amount is approximately \$95 plus the cost of one substitute day for each professional member. How these funds are spent is up to each school site. Your school PD committee and/or school administration can provide information on how these funds are used within your school.

**3. Other Divisional Funds** – Ask your administrator about additional funds available through the Division. Grants are provided to the Division from the province. An example would be Early Literacy.

**4. Manitoba Teachers' Society – Each year MTS offers 3 different grant opportunities.**

- Reflective Professional Practice Grants
- Equity and Social Justice Grants
- Aboriginal Issues Grants

Information is available at [www.mbteach.org](http://www.mbteach.org) under Professional Development-MTS Grants



**Hours: 8:00 am to 4:30 pm**  
**Phone: 897-1026 (within the division 4499)**  
**Address: 6691 Rannock Ave.**  
**dmc@pembinatrails.ca**

The **Divisional Media Centre** is located in Beaverlodge School. It has a wealth of resources for teachers. Linda Gay, Jo-Anne Thompson, and Nell Ududec are available to help teachers find DVDs, books, kits, models, and other resources.

- The searchable catalogue of resources is available by going to the PTSD web site and hovering on the word Program (on the left-hand side). Then click on Media Centre in the drop down menu. On the Media Centre page just click on **OPAC**. Call 4499 or email **dmc@pembinatrails.ca** to order resources.
- Teacher recommendations for additional professional resources are encouraged. Please send your suggestions to **nududec@pembinatrails.ca**
- The Ellison Lettering machine is available at the Media Centre for teachers, supervised students, EAs or volunteers. The machine enables the user to cut shapes or letters from materials such as magnetic sheets or paper, often many at a time. The choice of shapes, letters, and book marks. You will need to bring your own paper for cutting. For schools that own their own Ellison machines the dies are available for loan.

**Educational Media/Library Consultant:**

Nell Ududec

**Email:** nududec@pembinatrails.ca

**Secretary/Library Technicians:**

Linda Gay

**Email:** lgay@pembinatrails.ca

Jo-Anne Thompson

**Email:** jthompson@pembinatrails.ca



# STAFF DEVELOPMENT CENTRE

The Staff Development Centre Calendar and Registration information are online at [www.pembinatrails.ca](http://www.pembinatrails.ca). You will find this on the staff page - Divisional PD Events.

## Did you know the Staff Development Centre :

- meeting room is located in Westdale School, 6720 Betsworth Ave., Room 104
- works jointly with the PTTA PD committee and has representation from all employee groups including secretaries and educational assistants. SDC workshops are for all staff of Pembina Trails School Division
- offers a variety of workshops in the following categories
  - Learning Environment
  - Working Environment
  - Curriculum
  - Diversifying Instruction
  - Assessment
  - Technology
  - Arts
  - Wellness/Lifestyle
- supports World Book online access
- facilitates networking and support groups for teachers
- provides long-term courses for members
- continues to liaise with and support the Media Centre for the purchase of resource materials

### **Staff Development Centre Chair:**

Dale Christiuk

**Email:** [dchristiuk@pembinatrails.ca](mailto:dchristiuk@pembinatrails.ca)

### **Staff Development Centre Secretary:**

Carole Anderson

**Email:** [caanderson@pembinatrails.ca](mailto:caanderson@pembinatrails.ca)

# Contract Highlights

The present Collective Agreement between the Pembina Trails School Division and the Pembina Trails Teachers' Association covers the period of July 2010 to June 2014.

Every new member of the PTTA should receive a copy of this Agreement when they become an employee of the School Division. A new member should become familiar with all of the terms of the Collective Agreement. However, given the fact that new teachers are often overwhelmed with the information that they receive from the Division, the following points of interests are listed in order to make you aware of those aspects of the CA that might affect you in a more direct fashion. Also, it is just valuable information to have at hand. Hopefully, this information will make your work in this Division more satisfying and rewarding.



The CA is divided into seven larger sections and I have listed the following points as they are found in this document.

## ARTICLE 2: QUALIFICATIONS/EXPERIENCE AND PLACEMENT ON SALARY SCHEDULE

### 2.5 Increased Qualifications

A teacher should be aware of the following if s/he decides to improve on his/her academic qualifications: "...prior to commencing a program leading to increased qualifications the teacher gives written notice to the Division of intention to do so..." A letter to the Assistant-Superintendent in charge of personnel would suffice.

### 2.6 Increments

Read through the rather lengthy article to be aware of how you will be initially placed and how you will move up in steps until you reach maximum on the Salary Schedule.

## ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS

### 3.2 Method of Payment

Members of the PTTA are paid on a twelve month basis "... on or before the second last teaching day of each month during the period September to May inclusive." July and August cheques are deposited at the end of June.

### 3.9 Substitute Teachers

Substitutes are now part of our Collective Agreement, and as such, have a section in the CA outlining their rights and working conditions. Most notably, substitute teachers should follow the timetable of the teacher they are replacing.

### **3.12 Deduction of Professional Fees**

Pembina Trails Teachers' Association fees as well as those for the Manitoba Teachers' Society will be deducted from every teacher on the basis of ten equal installments.

### **3.13 Mileage Allowance**

All teachers who are required to use their private vehicles for work-related travel shall receive an allowance of 50¢ per kilometer for 2011/2012.

### **3.14 Parking**

The Board shall provide teachers parking at a cost (as of September, 2011) as follows:

-Fulltime:	With electrical service - \$189.15
	Without electrical service - \$94.58
-Below half-time:	Half of the full-time rates

## **ARTICLE 4: RIGHTS**

### **4.1 Harassment \***

Simply stated, this clause states that all members have a right to work in an environment free from any type of harassment and also have the right to be treated fairly. If problems occur, there will be an attempt to deal with the problem in confidence.

### **4.2 Freedom From Violence \***

Again, simply stated, this clause states that all members have a right to work in an environment free from physical violence, verbal abuse or the threat of physical assault. However, it should be noted that individual teachers shall not have the right to grieve individual student disciplinary decisions made by the School Administration.

**\*Please refer to the Divisional Policy on the same topic on page 22 of this booklet.**

### **4.3 Discipline**

The Division does not have the right to impose any form of discipline on a member without just cause. If this occurs, the individual has those rights as prescribed by this Collective Agreement under the Settlement of Differences Article. It must be noted, however, that this Article does not apply to teacher assessment and evaluation processes done pursuant to Divisional policy and practices.

### **4.5 Complaints**

This clause explains the rights that members have if ever an individual received a complaint from an outside body, e.g. a parent. If the complaint cannot be resolved informally, then the rights that a member has in the process are explained in this clause.

## **ARTICLE 5: WORKING CONDITIONS**

### **5.1 Contact Time**

This clause attempts to protect the level of contact time assigned to any member in each school year. If a member becomes aware that an inequity exists in this area, s/he should contact the Association. It also ensures that part-time teachers shall receive preparation time on a pro rata basis.

### **5.2 Extra Curricular Activities**

This clause states: "Participation in extracurricular activities by teachers is voluntary." This is an important statement of principle. If a member does volunteer to work in any extra-curricular activity, however, s/he should discuss this with his/her administrator and should also get information on the Divisional Policy GBLA that rewards this involvement, i.e. Recognition Days.

### **5.3 Lunch Period**

"An uninterrupted lunch period of sixty (60) consecutive minutes shall be provided to each teacher in the Division between the hours of 11:00 a.m., and 2:00 p.m." It is important that all members of the Association respect this clause. No administrative type of meeting should be scheduled during the noon hour; members, however, can meet with colleagues and can also be involved in activities with students as long as these are on a voluntary basis.

## **ARTICLE 6: LEAVES OF ABSENCE**

### **6.5 Sick Leave**

A member, after the second day of work in September, gains entitlement to twenty (20) sick days. These sick days can be prorated under certain circumstances as described in this Article. Unused sick leave can be accumulated up to a total of 125 days. Pregnant teachers have a right to use sick leave if her doctor feels she cannot perform her regular duties. This Article provides protection to a member injured on the job.

### **6.6 Family Leave**

Teachers shall be entitled to use up to an overall maximum of five (5) days of accumulated sick leave per school year to attend to the illness or injury of that teacher's spouse, children, parents, brother or sister whether the family member is natural, in-law step or foster.

### **6.7 Bereavement Leave**

A member shall be granted from one (1) to five (5) days of leave without loss of pay depending on the relation of the member to the deceased person.

**6.8 Maternity/Adoptive Leave**

Every member shall be entitled to maternity and/or parental/adoptive leave. However, only a teacher, who has satisfied the seven (7) consecutive months of employment as a teacher with Pembina Trails School Division qualifying requirement, shall be entitled to the Supplementary Employment Benefits payment (top-up to 90% of one’s salary) as outlined in the CA.

**6.10 Personal Leave**

“Leave of up to two (2) days without loss of salary to attend to personal business may be granted at the discretion of the Superintendent.” No reason need be given for this leave.

**6.11 Religious Holy Leave**

A teacher under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the teacher’s religion. Teachers shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or designate. The timelines for this notification are given in the Article.

**6.15 Educational Leaves**

A teacher can access a ½ day paid leave for the purpose of writing a university exam (up to a maximum of two per year) or for attending their own convocation.

**ARTICLE 7: BENEFITS**

**7.1 Group Life Insurance**

All teachers employed by the Division are required to participate in the Group Life Insurance Plan. The premiums for the basic insurance of 200% of salary are shared equally between the employee and the Board. Where teachers opt for additional levels of insurance coverage, the premiums associated with such additional coverage shall be borne exclusively by the teacher.

**7.2 Disability Benefits Plan**

All teachers shall be enrolled in the MTS Disability Plan. They shall participate in the Plan in accordance with the terms and conditions of the Plan.

**7.3 Extended Health Benefit Plan**

As a member of PTTA, your participation in the Extended Health Benefits Plan is mandatory. Where a teacher provides evidence of coverage for Extended Health Benefits through a spousal plan, such member can opt out of this Plan. Also, any teacher who works less than 0.3 time shall not be required to join the Plan.

#### **7.4 Professional Development Fund**

The Board will make an annual allocation per fiscal year of \$436, 094 in 2011/2012 to this Professional Development Fund. Every member has a right to receive funds under the guidelines established for the administration of this Fund. A joint Management Committee manages this Fund. A brochure explaining the details of the Fund should be made available to every new member.

#### **7.5 Dental Plan**

As a member of PTTA, your participation in the MAST/MTS Dental Plan is mandatory. Where a teacher provides evidence of coverage for Dental Benefits through a spousal plan, such member can opt out of this Plan. Also, any teacher who works less than 0.3 time shall not be required to join the Plan.

Anytime that you have questions regarding the  
Collective Agreement, please contact  
Arlyn Filewich at 803-6499 or [pttacb@mts.net](mailto:pttacb@mts.net).



# **Transporting Students in Private Vehicles**

**This document is intended to provide basic summary information.**



If you are required to transport students on a school sponsored activity in your private vehicle, you must do the following on a trip by trip basis:

1. Obtain signed parental/guardian permission. The permission form must clearly indicate that the student will be transported in a private vehicle. If circumstance dictates, permission may be obtained by fax or through a telephone conversation with the school administration.
2. Inform parents if the driver is less than 25 years of age.
3. Leave the following in your school's office:
  - a photocopy of your valid driver's license,
  - a photocopy of your vehicle insurance, with all-purpose coverage,
  - a list of students being transported in your vehicle,
  - details and itinerary of the trip.

## **Note:**

1. Do not transport students who are not on your list.
2. If you file a copy of you drivers' license and insurance coverage for each car that you drive with the office, be aware of expiry dates.
3. Once the list of students and itinerary are filed, no changes are to be made without authorization from the school administrator.
4. The Division's insurance\* will cover amounts over and above your auto liability insurance, to \$30 million, if sued for negligence but will not cover any costs incurred through increased MPI premiums or surcharges to a license if at fault in an accident. MPI is the first payer in these situations.  
\*You are not covered by the Division's insurance if you transport students without meeting the policy requirements.

**Refer to PTSD Regulation IJOA-R Field Trips and Off-Site Educational Programs for more specific information.**

**Manitoba Teachers' Society cautions members about driving students: After legal advice related to liability issues, Manitoba Teachers' Society urges its members to refrain from transporting students for school-related activities.**

**If you drive students in your private vehicle, members must adhere to the above mentioned Division Policy and complete the Employee and/or Volunteer Driver Form for Transportation of Students on Approved Field Trips and/or Off-Site Educational Programs. This form is available in schools.**



***The following is a selected excerpt from a letter sent out to all PTTA members by Gerry Sankar, our former PTTA President. It refers to a teacher's right to an uninterrupted lunch hour and teacher's obligation to uphold and protect the Collective Agreement. The letter was sent March 8, 2006.***

“During the last several weeks, I have had many enquiries from teachers about their obligation to attend meetings during the lunch hour. The short answer to these teachers is that you are absolutely under no obligation to attend any meetings or events during your lunch hour. In fact, you have an obligation not to do so.

Section 5.3 of our collective agreement states that, “An uninterrupted lunch period of sixty (60) minutes shall be provided to each teacher in the Division between the hours of 11:00 a.m. and 2:00 p.m.”. To state the obvious, this is an absolute right, not one that can be negotiated.

We are aware that in some cases, staff meetings, team meetings, department meetings, and other administrative type meetings are being held during the lunch period. This meeting time is called by some administrators and/or requested by some teachers. There is much to lose if this practice continues. Simply put, use it or lose it. By attending these meetings, you are creating an estoppel, a past practice, which demonstrates that teachers do not wish to have an uninterrupted lunch period. This seriously compromises our ability to maintain this right in an arbitration setting.

Think of the recent past when teachers were assigned lunch duties and were required to attend meetings during the lunch period. On the request of teachers, negotiators fought very hard for many years to achieve the right to an uninterrupted lunch period, and it was finally awarded in arbitration. Attending lunch meetings is seriously undermining the efforts of these individuals, your colleagues.

Number 11 of the Code of Professional Practice states that “A teacher adheres to collective agreements negotiated by the professional organization.” Every teacher has the professional responsibility to adhere to the entire collective agreement. Failure to do so is acting unprofessionally.

Some teachers say that they prefer to meet during the lunch period because before or after school is not convenient for them. While I do understand that, one cannot pick and choose the articles in the collective agreement one wishes to accept. One must accept and abide by all the terms of the agreement. The collective agreement is for the collective good of all members. Today it may be more convenient to attend meetings during the lunch period, but in the long run, there is much to lose. We need to make these personal sacrifices to protect the integrity of the collective agreement.

The official position of PTTA is that any administrative meeting called during the lunch period contravenes the collective agreement and is, therefore, subject to a legal grievance. It must be pointed out that we are not referring to the times when teachers meet informally over lunch to do some planning for the variety of extra-curricular activities that we do. Given the nature of our work, that is just the way things are.

There is too much to lose. I encourage you to be creative in finding other times to meet.”

# **Pembina Trails School Division Policies**

Here are two important Division Policies that you should be aware of:

## **1. EMPLOYEE VIOLENT INCIDENT REPORTING**

### **Policy: GBGBA**

Policy Home Section G Index

GBGBA-R

GBGBA-E

Pembina Trails School Division recognizes that employees have a right to a working environment free from all forms of violence. To maintain a safe environment, it is important that all incidents of violence involving staff be reported so that appropriate action and follow-up may be taken. Violent incidents include, but are not limited to, physical violence, verbal abuse, threats and/or harassment. The incidents may involve personal contact, oral or written statements, including electronically transmitted material, harassing telephone calls, and gestures and expressions or behaviours such as stalking. All members of staff are encouraged to report any incidents of violent, threatening, harassing or intimidating behaviour experienced or witnessed in the workplace, whether or not those involved are students, staff, or visitors to the school/worksite. Reporting forms are available online through the Divisional site. Students, employees or visitors who engage in violent behaviour may be removed from the school/worksite, and may be subject to disciplinary action up to and including the possibility of dismissal, arrest, and/or criminal prosecution.

## **2. ACCIDENT REPORT FORMS**

If you have an accident at school, you must complete a HED insurance accident report. They usually need to be filed on-line. Make sure you complete one and ask to keep a printed paper copy even if the injury seems minor. It may develop into a longer term issue and it is better to have documentation completed in order to ensure needed coverage.

What coverage do teachers have if they incur loss to personal property during the carrying out of their duties? For example: broken eye glasses, ruined clothing, vandalism to personal property.

The Senior Administration Team has clarified the following:

- Personal effects are generally not covered by the Division.
- If the Division is proven negligent, costs related to damage would be covered.
- If the damage to personal effects in line with work directly related to job, damage would be covered.
- Teachers have the right to refuse unsafe work conditions. Teachers should not be putting themselves at risk.

**SOURCE: PTSD Divisional website – Divisional Policies/ BACE minutes 2009-10**

# Notes