

Supply Teachers to Become Federation Members COURT DECISION



Approximately one year ago, the Court of Queen's Bench in New Brunswick declared that parts of the Public Service Labour Relations Act were discriminatory. The section that mostly concerned the public service unions, including the

Federation, was to strike down the definition of "Employee", particularly the section where the Act imposed continuous employment for six months before gaining employee status. The Court gave the New Brunswick Government one year to pass new Legislation in order to correct this discriminatory definition. The Government has since drafted Bill 35 with the intent to grant employee status to part-time and casual employees from the very beginning of their employment. Thus, from their first day in a supply position at school next year, supply teachers will become members of the Federation.

Before the beginning of the 2010-2011 school year, the Federation will enter into an Agreement with the Employer to increase the daily remuneration paid to supply teachers. When the New Brunswick Teachers' Federation's regular collective agreement expires in 2012, the Federation will then be in a position to negotiate more benefits and conditions of employment for its supply teachers.

At the time of writing this article, many questions with regards to the status of supply teachers within the Federation ranks remain unanswered. Both the Federation Executive Committee and the Board of Directors will be monitoring this situation closely and making the appropriate decisions when necessary. Any further news will be posted on the Federation Website at www.nbtffeb.ca.

Bill 35

1. A Memorandum of Understanding (MOU) between the Office of Human Resources (OHR) and the NBTF

should be signed before the start of the 2010-2011 school year. The rate of pay for supply teachers will be determined by the Employer. No added benefits are to be provided and Policy 202 will continue to apply. The method of collecting dues could also be included in the MOU.

2. On or after September 1, 2011, supply teachers shall be paid up to 80% of the first step of their respective certification level. "Up to" means negotiating with OHR.

3. Supply teachers will be able to grieve uniquely their pay from the beginning of the MOU until a further agreement is negotiated. They could also grieve because of no MOU has been reached. No other mechanism or means to resolve an issue is provided if the parties (NBTF and OHR) can't agree on a MOU – only grievance.

4. Before June 16, 2013, the NBTF and OHR will negotiate terms, benefits and conditions of employment for supply teachers. This would probably be ongoing while the parties are negotiating the renewal of the regular contract teachers' Collective Agreement which expires at the end of February 2012.

For the supply teachers' agreement:

- Serving *Notice to bargain* according to Act does not apply;
- No deadlock, strike or lock-out is possible;
- The agreement shall become part of our regular contract teachers' Collective Agreement.

5. Supply teachers will be able to grieve rights after they have ratified a first collective agreement, benefits and pay, according to the agreement entered into with the NBTF and OHR.

Gaining "employee" status, does not grant a position to a supply teacher. The practice of how and when supply teachers are employed to work would not change.

The Supplement is published as an information bulletin and is intended for guidance; however, before acting on any information contained in **The Supplement**, supply teachers should contact a member of the Federation administrative staff at 452-1736.