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**FOCUS** is published as an information newsletter and is intended for guidance; however, before acting on any information contained in **Focus**, teachers should contact a member of the Federation Administrative Staff.

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# FOCUS

## The Federation Committee on Terms and Conditions of Employment Prepares the Next Asking Package



Front row: Gauche à droite: Ronald Furlotte (0215), Alison Smith (08), Nancy Mallet (0113M), Marie-Josée Léger (1113S), Noreen Bonnell (1725), Monique Dumas (0906), Marcel Larocque (coprésident), Robert Gagné (FENB), Bob Fitzpatrick (NBTA), Cynthia Arseneault (1536), Carolyn Barnhart-Elson (1826), Brent Shaw (coprésident), Tracy Garnett (1021), Monique Caissie (0619), Marilyn Boudreau (FENB), Louise Landry (AEFNB), David Cripps (1610), John Mann (1542), Larry Jamieson (NBTA), Kevin Sheehan (FENB), Ghislain Pelletier (0537), Douglas Steward (0214).

The Federation Committee on Terms and Conditions of Employment met at the NBTF building from September 17, 2007 to September 21, 2007. The Committee was comprised of the Co-Presidents of the Federation, as well as nine members appointed by the NBTA and five members appointed by the AEFNB.

The Committee's mandate was to prepare a bargaining package for the approval of the Federation Board of Directors. In making appointments to the Committee, every effort was made to ensure that the teachers from all grades levels, including those holding positions of responsibility, were represented.

In its deliberations, the Committee reviewed all the submissions received from local branches, as well as from individual members. The Committee was also provided with an historical perspective of each article of the Collective Agreement, as well as which articles have been the subject of past adjudications. The Committee members wish to thank all teachers and branches who have taken the time to send in submissions for the asking package. Teachers' priorities and concerns were clearly outlined and made the Committee's job that much easier.

The NBTF Board of Directors will meet on October 26, 2007 at which time it will study the Committee's proposed package and approve the final bargaining package for the upcoming round of negotiations. The package will then be sealed until it is exchanged with the Employer's package, possibly in January 2008.

**Labour Education Workshop for NBTF Directors and Branch Presidents**



Traditionally, before a round of bargaining begins the New Brunswick Teachers' Federation holds a Labour Education Workshop in order to prepare members for the next round of bargaining. This workshop is intended for Directors and Branch Presidents.

Since the Collective Agreement expires February 29, 2008, bargaining will probably begin in January 2008. Thus, the NBTF will be holding a **Labour Education Workshop on October 26 (evening) and October 27, 2007 at the Federation building in Fredericton.**

Besides receiving information on the process surrounding the negotiation of a Collective Agreement, participants will also attend a session on demographics and on the situation regarding teacher wages and working conditions in Canada. A specialized firm in marketing will also deliver a workshop on political lobbying. Simultaneous translation will be provided. Members of the Board of Directors and Branch Presidents have been invited to attend. Participants should have already received an invitation along with an information package in September.

Additional information is available by contacting Marilyn Boudreau at: 452-1830 or [marilyn.boudreau@nb.aibn.com](mailto:marilyn.boudreau@nb.aibn.com)

To read or download the program, visit [nbt-fenb.nb.ca](http://nbt-fenb.nb.ca).

**Class Size Reductions for 2006-2007**

**ARTICLE 20 -- CLASS SIZE  
September 2007**



**20.01** Whenever reasonably practicable the normal class size shall be twenty-eight (28) pupils. No class size shall exceed thirty-one (31) pupils.

**20.02** Notwithstanding Clause 20.01, the maximum class size for grades 4 - 6 inclusive shall be thirty (30) pupils; however, if unforeseen circumstances arise, the maximum class size may be increased to thirty-one (31) pupils.

**20.03** Notwithstanding Clause 20.01, classes exceeding thirty-one (31) pupils shall be allowed when formed by the grouping of other classes for team teaching or similar purposes. The Employer agrees that the application of Clause 20.03 is subject to the modifications outlined in Clauses 20.02, 20.04, 20.05 and 20.06.

**20.04** Notwithstanding Clause 20.01, it is agreed that the maximum class size for grades 1 and 2 shall be twenty-three (23) pupils.

**20.05** Notwithstanding Clause 20.01, the maximum class size for Grade 3 shall be twenty-eight (28) pupils; however, if unforeseen circumstances arise, the maximum class size may be increased to twenty-nine (29) pupils.

**20.06** The maximum class size for kindergarten shall be twenty-three (23) pupils.

**20.07 (1)** If it is necessary to combine two (2) or more grades in one class with one teacher, the maximum class size for such a combined class shall be as follows:

<u>Grades 1-3</u>	<u>Grades 3-5</u>	<u>Grades 5-12</u>
18	25	26

(2) A kindergarten class which is combined with any other grade shall not exceed eighteen (18) pupils.

**Contrary to popular belief, the Employer enjoys no discretion to extend the application of this Article beyond the first school day.**

## ARTICLE 18 - HOURS OF INSTRUCTION AND TEACHERS' WORK DAY - SOME IMPORTANT POINTS TO CONSIDER



The best definition of the hours of instruction would be that it is *all the time from when a student would be considered to be late at the commencement of classes to the time when class is dismissed at the end of the day, excluding the lunch period.* This would mean that in a case where the bell rings in the morning to notify students that they have to be in class, and the second bell rings five minutes later to mark the beginning of classes, the hours of instruction would start counting from the second bell. If there is only one bell in the morning and at that time students are to be expected to be in their class, then the calculation would begin from that bell. All the time between the opening and closing of classes, including recess or homeroom periods as well as breaks are counted for the purpose of hours of instruction.

In addition, Article 25(1)f of the *Regulations of the Education Act* requires that *teachers be present 20 minutes prior to the opening of classes in the morning and 20 minutes before the opening of classes after the lunch period.* In practice, the 20 minutes before the afternoon session is not applied because it comes in conflict with the 60-minute duty-free period provided in Article 22 of the Collective Agreement.



Teachers may be required to be in school prior to the 20 minutes before the commencement of classes in the morning if they are assigned to do non-teaching duties as per Article 22 of the Collective Agreement. Since this requirement applies to all teachers, the presence in school for 20 minutes prior to the opening of classes is usually not counted as a non-teaching duty; any non-teaching duties such as supervision assigned to teachers during those 20 minutes should however be counted in the calculation of non-teaching duties overall.

Furthermore, an adjudication decision on Article 18 of the Collective Agreement has established that the hours of instruction described in Article 18.01 are indeed the hours of instruction for students and do not necessarily translate into hours of work for teachers. Article 18.02 has already spelled out for some time that teachers recognize the requirement of duties beyond the hours of instruction and this is still believed to address the duties of preparation, marking and parent-teacher interviews, all of which normally occur outside the hours of instruction.

Another adjudication decision has stated that *teachers may be required to stay at school for a reasonable time after the hours of instruction so that they may be available for administrative or educational purposes.* The reasonable time suggested in that adjudication was 30 minutes after the departure of buses; there has been no other interpretation of anything beyond 30 minutes. For the most part, the Employer representatives at the provincial and local levels have generally applied the 30 minutes, and in some circumstance, have not

required the presence of teachers beyond the hours of instruction. The NBTf has usually advised teachers that the activities involved in parent-teacher meetings fall within the general description of Article 18.02, and has accepted that there is an obligation of teachers to attend such meetings if their duration and frequency are reasonable.

There is also a provision under the Regulations of the Education Act whereby teachers are required to attend meetings called by principals or superintendents. Teachers are required to attend staff meetings which deal with administrative issues such as scheduling, school policies, school discipline, promotion, or other issues related to the general operation of the school. A calendar of the scheduled meetings should normally be distributed to teachers at the beginning of the school year. Teachers should plan ahead and make arrangements in order to attend these meetings.

### What About The Practice Of Extending Daily Maximum Hours of Instruction To Generate More Time for Professional Development?

During the last school year, the NBTf lodged a grievance at the provincial level, alleging that a number of school districts were lengthening the instructional day in order to generate time for teachers to participate in professional development, in-service, planning, and staff meetings. This practice is contrary to the provisions of the Collective Agreement. Teachers will recall that this was a key bargaining issue for the Employer during the last round of bargaining.

The grievance has been withdrawn by the Federation as a result of a commitment from the Employer that this will cease effective September 2007. Members should take note that in certain districts where this has been a long-standing practice (prior to 1998); it will be allowed to continue.

### Have You Visited the Federation's Member Only Web Site Yet?

Log on to [www.nbt-fenb.nb.ca](http://www.nbt-fenb.nb.ca) and

tell us what you think...





## Local Liaison Committee

### Guidelines for best practices

The following guidelines are jointly recommended by the Employer and the New Brunswick Teachers' Federation as best practices to promote the effective operation of the local liaison committees pursuant to Article 15 of the Collective Agreement

- 1- The Committee shall meet no less than two (2) times per year, should either party request such meeting.
- 2- The meetings should be held at the time and date mutually agreed to by the parties well in advance.
- 3- All committee members should make every reasonable effort to attend the meetings, Either party may appoint a substitute representative in the event of the absence of a committee member.
- 4- The content of the meeting and any specific terms of reference governing the conduct and the scope of the committee will be determined locally.
- 5- The principal agenda items should be agreed to in advance to provide each side sufficient time to engage in a meaningful dialogue on the issues in question. Either side may submit agenda items for discussion at the meeting.
- 6- The committee should appoint a secretary who would have the responsibility of preparing the minutes from the meeting. The minutes should be circulated to the committee members, prior to its next meeting.
- 7- The committee should focus its discussion on broad issues of interest and concern, as opposed to very unique issues related to individual teachers. Such exceptional matters could be addressed in another venue.
- 8- The items for discussion at the meeting should address priority issues.
- 9- It may be appropriate, on occasion, for the parties to invite someone other than a committee member, who may possess a particular expertise on a given agenda item.
- 10- Each side should make every reasonable effort to follow up in a timely fashion on issues discussed at the local liaison committee. Decisions, regarding matters which have been resolved should be implemented as quickly as possible. Issues which have been deferred, should be fully explored in the interim period, to promote a meaningful dialogue between the parties at the next meeting.
- 11- It is in the best interest of both sides to create an environment of open communication and cooperation at the local level. Such a climate promotes improved employee-employer relations.
- 12- The Local Liaison Committee does not have the power to modify the Collective Agreement.
- 13- The Local Liaison Committee is but one forum for exchanging information and discussing concerns at the local level. Other means of communication and consultation should be considered when appropriate.

For questions or comments on these guidelines, please contact the Federation administrative staff



## News from the NBTF Group Insurance Trustees

The NBTF Group Insurance Trustees want to wish all teachers a very successful 2007-2008 school year. We hope the back to school activities have gone well.

Five new trustees were added at the end of June: the new Federation Co-Presidents, Brent Shaw and Marcel Larocque who have replaced the former Co-Presidents Indu Varma and Louise Landry; the trustees Jocelyne Schwenger, Dow Price and Philippe Cyr have ended their term after five years of valued services to members of the various group insurance plans and have been replaced by Robin Andersen, Ruth Keswick and Germain Jean.

In terms of new developments since the last Focus article, the trustees have sent out the specifications for the Market Study as is the case every five years. The consultant, Johnson Inc., has indicated that the participation has been very good and the market seems quite competitive. During the meetings of October 29 and 30, 2007, trustees will be making major decisions in the following areas:

The selection of the various insurance companies who will provide coverage for the various plans of life insurance, health insurance, dental insurance and salary continuation insurance among the companies that have submitted on each of those plans.

The establishment of premiums for the year 2008 in the various plans based on the new distribution of various groups; active teachers, retired under 60, retired from 60 to 64 and

retired 65 and over.

The possible use of surpluses to improve the benefits of the plans and reduce premiums as much as possible.

Initiatives and activities in the area of wellness for retired teachers.

In addition to the above issues, the trustees will also adopt an annual budget, determine participation to conferences on group insurance and other administrative matters.

The result of all the decisions will be communicated to the membership, the insured members, both for active and retired teachers, at the beginning of November via a communiqué to all members of the group insurance plans of NBTF.

As always, the trustees have appreciated the suggestions and comments from members concerning the various plans. Several suggestions have been made particularly with dental insurance and the addition of orthodontic benefits in that plan. The trustees will consider these suggestions and obviously the cost which will be submitted by the various companies in these areas in their decision making.

Thank you to all the members who have offered suggestions and have expressed their concerns on various plans. The trustees will continue to try and offer the best possible group insurance plans while attempting to keep the premium at a reasonable rate for the overall membership of the various plans.

## TEACHERS WORKING CONDITION FUND

(SCHEDULE K OF THE COLLECTIVE AGREEMENT)

The objective of the **Teachers' Working Conditions Fund** is to improve the working conditions of teachers, which also includes school administrators. With the signing of the new Collective Agreement, the amounts that will be allocated to the TWCF are \$1 million per year beginning in the 2005-2006 school year. These funds are available now.



As per the agreement between the parties, forty percent (40%) of the fund has been distributed equally to each school in the province. The balance of the fund was then distributed proportionally to each school based on the number of approved full-time equivalent teachers in the school as of September 30th of this school year. This allocation of funds will continue until a new agreement is signed with the Employer. To find out how much money was allocated to your school, contact your district office.

**For teachers to benefit from this fund, each school must appoint a Teachers' Committee to manage the Fund and this Committee shall have complete discretion for its use related to projects for Article 19 (Preparation Time) and Article 22 (Non-Teaching Duties; i.e. Supervision).** The Teachers' Committee may include a representative from the school administration as well as teachers from various levels in the school. *While administrators may participate on the committee, the discretion to administer the funds rests with the Teachers' Committee, as a whole, in accordance with Article .02 of Schedule K of the Collective Agreement.*

It is suggested that the **Teachers' Committees** plan their projects in detail so as not to unduly increase the workload

of principals. For example, this may involve drawing up a schedule of supervision for auxiliary personnel when required, with the approval of the school administrators.

Any suggestions from the **Teachers' Committee** for other uses of the Fund, including *wellness, professional development, purchase of educational materials and projects related to school improvement plans* shall be subject to the approval of the Superintendent or his/her designate. The hiring of personnel, purchasing of goods and services or any other expenditure that results from the utilization of the Fund shall be administered and processed by the school districts.

Requests for use of the Fund must be forwarded to the school's **Teachers' Committee** and may be submitted by any member of the teaching staff. Because parts of the fund can be carried over to another school year, **Teachers' Committees** are expected to keep records of expenses and to communicate regularly with the school district as to the status of their account.

Projects financed by the Fund must have a duration equal to the amount of funding allocated; under no circumstances shall these projects create a continuing obligation, financial or otherwise, for either the Employer or the teachers.



**The New Brunswick Teachers' Federation Co-Presidents, administrative and support staff would like to extend their deepest condolences to all staff and students at Harrison Trimble High School for their recent tragic loss**

## MATERNITY AND PARENTAL LEAVES



***If you are planning on having a baby this year, here are a few things you should know :***

Contact the Federation to request your **maternity leave form**. This advises you of all the benefits to which you are entitled and the dates to request them. In order to fill out the form, the following information will be needed: *estimated due date (as indicated by physician), last day of work and date of return to work.*

Once you receive the **maternity leave form**, request a leave from your school district under Article 33(A) of the Collective Agreement and include a copy of the **maternity leave form**. You should also present a copy to the Employment Insurance Office in your region. Your district will email a copy of your Record of Employment to EI offices in your region.

Any extension of regular maternity leave must be requested to the district in writing pursuant to Article 33(A)06 of the Collective Agreement.

Members should contact Johnson Insurance Office (1-888-851-5500) as soon as possible if they wish to maintain/modify their Group Insurance coverage.

If you are planning as an expectant father to take **parental leave**, read Article 33 (A) 04. You must file your request (4) four weeks prior to the beginning of the leave.

The Federation Administrative staff will fill out the paper work and is available to advise you on related issues. Please do not hesitate to contact them at 452-1736.

## **EI BENEFITS FOR CONTRACT D TEACHERS**

Since the last summer break in 2006, guidance on EI entitlement for contract teachers has been issued as a result of decisions by the Courts. This affects New Brunswick teachers who accept a D or any other type of contract for the next school year. Once a teaching contract has been accepted, verbally or in writing, there is no entitlement to EI during any non teaching period that falls in that persons EI benefit period.

For example: If you are on the recall list and are not offered employment as you do not have the necessary qualifications to meet the needs of the vacant position, EI would be payable. Should an unexpected vacancy and a contract offer occur during the summer, EI entitlement would cease effective the date of the contract offer.

There is no change in EI entitlement for non teaching employees, or supply teachers who are not offered a contract, as long as normal eligibility and availability requirements are met. These changes are for contract teachers only.

This is provided for general information only. As with any claim for EI benefit, an official determination of entitlement for EI benefit can only be made once an application for benefit is received by Service Canada. Therefore any teacher who wishes to claim for EI benefit should not be discouraged from doing so.

Additional information on EI entitlement regarding Teachers can also be referenced at the following website: [www.hrsdc.gc.ca/en/ei/digest/chp14.shtml](http://www.hrsdc.gc.ca/en/ei/digest/chp14.shtml)

## CONTRACT ENTITLEMENT FOR SUPPLY TEACHERS

*Pursuant to the Department of Education's Policy 202 on "Substitute Teachers", here are the circumstances upon which the school district will award a contract to a supply teacher:*

### **Hiring Practices**

A Schedule D contract under the NBTF Collective Agreement will be awarded to a substitute teacher:



#### **i) for an assignment known to last at least one year;**

The interpretation is that it must be a "school year", meaning approximately from September until June. The summer period is considered to be a break in service since a new school year begins on July 1 of each year.

#### **ii) for an assignment known to last at least three months, if the assignment is to substitute for a regular teacher taking a secondment, an educational leave or a deferred salary leave;**

*In cases outlined in i) and ii) a contract would be awarded from the first day of work.*

#### **iii) on the first day of the seventh month of continuous service in the same assignment.**

The "continuous service" has to occur during the same school year since the summer is considered as a break in service. The Christmas and March Breaks constitute a break in service.

Where a substitute teacher is awarded two consecutive long-term supply assignments within the same district, there is deemed to be no break in service. Therefore, a supply teacher may still get a contract under iii) even if he/she replaces more than one teacher in more than one school.

**Policy 202 contains other relevant information on substitute teaching and you may obtain a copy by contacting the Office of Human Resources in your school district or on the Department of Education's WEB site.**

## Replacement of Absent Teachers An Ongoing Issue

The NBTf has been successful with its latest complaint to the Labour and Employment Board on the issue of replacing absent teachers.

On June 13, 2007, the Board filed a decision in which it stated that the Employer had failed to implement the Board's previous decision / order to make a reasonable effort to replace all absent teachers. The legislated remedy for a situation where the Employer fails to respect a decision of the Board is for the said Board to send a report to the Minister of the Post-Secondary Education, Training and Labour. The Minister shall then file the report before the Legislative Assembly. This process is unprecedented. We can only assume that once the report becomes known to the Members of the Legislative Assembly, government will face questions as to why it decided not to follow the original Board's decision. The June 13 decision ends with the following: "Such a report will be forwarded to the appropriate Minister on July 16, 2007, unless the Board is advised by the parties of a successful resolution of these

issues". The delay in sending the report is probably to afford the parties such an opportunity to resolve this matter.

In a somewhat related matter, the Employer has filed a grievance on Article 21.01 of the Collective Agreement whereby it is seeking an interpretation of the word "absent". The Employer's position is that a teacher who is attending in-service or meetings outside the school cannot be deemed to be absent. The Federation will argue that when a teacher is not at school, he/she is considered absent.

Meanwhile, teachers who are not being replaced should contact the Federation indicating the type of absence for which replacement is not provided. The Federation will continue to argue that an absent, as indicated in Article 21.01 of the Collective Agreement, is an absent from regular duties and absent from school. Each time the Employer does not make a reasonable effort to replace a teacher, it violates article 21.01 of the Collective Agreement.

The grievance on this issue will be heard on November 9, 2007. Of course, the Federation will keep members informed of any developments. Members are invited to visit the Federation website and select Latest News at least once a week for updated information regarding their working conditions: [www.nbt-fenb.nb.ca](http://www.nbt-fenb.nb.ca)

# www.nbt-fenb.nb.ca

Check Out the MEMBER ONLY WEB SITE



## Federation Ad Hoc Committee On Distance Education

At its regular meeting in April, the Federation Board of Directors had raised a series of concerns surrounding the delivery of on line courses. It decided that the best way to deal with these issues was to set up an Ad Hoc Committee on Distance Education.

The Federation Ad Hoc Committee on Distance Education met twice, on May 8 and May 31, 2007 at the Federation building in Fredericton to discuss

issues surrounding the learning and working environment of the virtual classroom. The appointed members were able to clearly describe to the Federation administration staff the challenges facing local facilitators and distance facilitators in their daily routine. They also raised numerous questions surrounding their working conditions. Therefore, members of the committee were able to provide clear insight on what could be done to alleviate most of the concerns.

A series of recommendations brought forth by this committee was submitted for consideration in September to the Federation's Committee on Terms and Conditions of Employment as it met to prepare the next asking package.

In the picture, from left to right: John M. Reid (1021), Todd Swim (1430), Marc Doucet (0541), Robert Levesque (0333), Kevin Sheehan (NBTf), Jennifer Amos (1608), Marilyn Boudreau (NBTf), and Susan Mills (0214).



## Important Reading Material for Teachers

The Federation Administrative Staff will sometimes meet with a teacher who, after being convened to a meeting at School District under Article 55 of the Collective Agreement, will explain his or her behaviour by saying: "I didn't know about that policy" OR "I didn't know I couldn't do that." Among teachers' responsibilities, knowing their rights, responsibilities and obligations are of the outmost importance; therefor, the following documents are a must read:

The first document of interest is the **Collective Agreement** which outlines teachers working conditions. It is a legal document, binding on both parties, the NBTF and the Board of Management. Furthermore, the **Education Act** imposes by Law the rights, duties and responsibilities of all people within the New Brunswick school system. The **Regulations of the Education Act** also outlines the responsibilities and duties of a teacher within the school system. Then, one must become familiar with **the Policies governed by the Department of Education: Policies 202, 311, 701, 703, 704**. These policies are available on-line on the Department of Education's Web site at [www.qnb.ca](http://www.qnb.ca). The **Harassment in the Workplace Policy** governs the inappropriate behaviour of all Government Employees in the Province of New Brunswick and clearly states that intimidation and harassment will not be tolerated. It also establishes guidelines for employees who wish to file a complaint of harassment, intimidation, abuse and/or poisoned work environment. The policy is available on the Government of New Brunswick's Human Resources' Web site or at the district office. Another important document is the **Code of Professional Conduct**. It is published yearly in the NBTA calendar. By becoming a teacher, all members of the NBTA pledge to practice the profession according to the highest ethical standards, and acknowledge their responsibility to the teaching profession. The **Code of Ethics** is based on Teacher-Student relations, Teacher-Teacher/Professional relations and Teacher-Employer relations. **FOCUS and Federation Communiqués** are documents distributed on a regular basis to all teachers. They contain important information which may impact teachers' working conditions. **FOCUS** is also available on-line and past issues can be downloaded at any time. Finally, the **Federation Web site [www.nbtffcnb.nb.ca](http://www.nbtffcnb.nb.ca)** is a unique communication tool which frequently updates information for all teachers, gives news and information related to the Collective Agreement and the Employee-Employer Relations Committee, from the Employment Insurance Office or the Labour and Employment Board. Teachers should be visiting the Web site a least twice a month and click on **Latest News** for updated information.



## The NBTF Executive Committee for the 2007-2008 school year

The Federation Executive Committee holds meetings, directs and supervises the Federation's operations between the meetings of the Board of Directors as stipulated in the guidelines of the Federation and the Board of Directors. It holds the other powers and functions assigned to it by the Board of Directors.

**Front Row:** Noreen Bonnell, Brent Shaw and Marcel Larocque (Co-Presidents), Monique Caissie.

**Standing:** Grant Hendry, Bob Fitzpatrick, Louise Landry, Robert Gagné, Heather Smith, Kevin Sheehan, Suzanne Bourgeois, Marilyn Boudreau, Jacques Verge, Jefferson Robidoux.



## Advice to Teachers From the NBTF on the Use of the Employer's E-mail Address:



**nbed.nb.ca**

School districts have given all teachers an e-mail address. The Employer has also adopted a policy to administer the use of ITC by students and employees called Policy 311. On the beginning this new school year, the NBTF invites all teachers, new and experienced, to read this policy carefully. The Employer can also impose a disciplinary measure against those who do not abide by the dispositions outlined in Policy 311. The Federation would like to advise teachers that the Employer has access to their communications and can, at any time and without prior notice, supervise all communications hosted on its server.

The case law actually available on this issue clearly indicates that the e-mails sent with the Employer's equipment, either on the job site or at a distance, are the Employer's property and that these e-mails do not constitute a private communication between the teacher and the other party. This principle applies also to communications deemed "personal". Arbitrators have stated that employees should not expect confidentiality when using the ITC equipment made available to them by their Employer.

### Therefore, here are a few tips from your Federation:

- If the Employer expects you to use e-mails or chat rooms in the scope of your work, demand that he provide the necessary equipment at his expense. You must never use your personal e-mail for work related purposes. E-mails can be modified, redirected to another person without your consent.
- If you must send a e-mail or participate in a chat room session in the scope of your work, keep an electronic file and hard copies of all e-mails sent and received.
- Never use the Employer's server for personal reasons. Should you do so, be advised that when on line, anonymous does not exist and that personal passwords can be broken.
- Participate in a chat room session with a student or a child only within the work setting of a classroom activity.
- Refrain from sending personal e-mails to students, children and parents.
- Do not give your personal e-mail address to students, children or parents.

Do not hesitate to call on the Federation administration staff if you have any questions or doubts about the use of ITC or on your rights and responsibilities as they relate to the application of Policy 311.



### ADMINISTRATION OF MEDICATION

The Federation and the Department of Education have both adopted policies with respect to the administration of medication to students. The policies are quite similar except that the Department's Policy 704 contains more details as to the responsibilities of parents, teachers and school officials. All teachers and principals should receive in-service this year as to the new guidelines found in Policy 704.

If the conditions and procedures set forth in the policies are respected, there is then an obligation on teachers to administer medication. The administration of medication is an inherent Employer responsibility towards students and it is perhaps even more formalized since the new Education Act. It is reasonable to expect that this duty be delegated to teachers except if it is expressly stated that it may be done voluntarily or if it is prohibited by the Collective Agreement or Legislation. Such is not the case. It is thus an implicit contractual obligation which is tied in to the duties of teachers.

Article 27.01(e) of the Education Act states that teachers have an obligation to attend to the health and well-being of each pupil. A broad interpretation of this article would undoubtedly include the obligation to administer medication and minor medical procedures such as treating superficial wounds and scrapes which are not severe.

The Federation policy may seem more restrictive since it discusses only the administration of oral medication. The Department's Policy 704 discusses oral medication but also includes inhalation products and other medical procedures. Inhalation products could probably fall into the same category as the administration of oral medication. It is another story with medical procedures; it is submitted that we could not impose a duty to a teacher to provide a medical procedure since the teacher does not have the necessary training in this area and we could not relate this duty to that of teaching. Of course, emergency situations are an exception which will be discussed later.

It could not be considered as being reasonable or fair to ask a teacher to administer a significant amount of medication or to a significant number of students. The task should then be shared since it is not equitable in terms of workload and responsibility. The administration of a significant amount of medication can also lead to errors. The teacher will also have a claim to ask for help with the administration of medication if this duty becomes such that it disturbs the quality of teaching.

Anything which may be considered as requiring medical knowledge or training is not mandatory unless facing a situation of emergency. The epi-pen, rectal suppositories, etc., are medical procedures which require

a specific training. We cannot expect teachers to accomplish such procedures unless they are specifically trained and are facing an emergency.

It is different when facing an emergency situation where the life of a student may depend on a quick procedure. There is an implicit duty which is then imposed on a teacher to act in these urgent situations just as a parent would do with his own child. Recognizing that the teacher does not have medical training, we may nonetheless expect a reaction on the part of the teacher in order to save the student's life but not to the point of undertaking procedures which are beyond the teacher's training or that could ultimately result in causing harm to the student.

In the majority of cases, the parents would have advised the school about a student's particular medical condition. In cooperation with the parents and the Employer, the school administration must ensure that a sufficient number of staff at the school are trained in being able to help the student in case of an emergency. When we mention staff, this includes whomever works or volunteers at the school.



In cases where there is an accident or injury because of the administration of medication or because of a procedure when facing an emergency, the teachers are protected by a government policy. The conditions for this policy to apply are:

- that the service given has been authorized in advance;
- that the service is given according to the guidelines;
- that the teacher has acted in good faith.

In cases of alleged negligence of the teacher, the Employer will defend, resolve or negotiate a settlement of the claim and the Employer will pay for all damages, costs and expenses of the claim. The Employer will not try to collect from the teacher the money which it has paid out on his or her behalf.

Obviously, "gray zones" remain, especially concerning medical procedures. In summary, we cannot impose upon teachers that they accomplish procedures for which they have not been trained or that would be too difficult. Emergencies may be the exception.

# IMPORTANT



<http://www.nbtf-fenb.nb.ca>

To access the new NBTF “Member Only” website, you will need a password from the Webmaster. Begin by logging on the site. Then select English and once the next page appears, find the following sentence:

If you do not have a password or you forget your password please [click here](#).

Fill the blanks indicating your member number and your date of birth. You will need your NBTA member number, (not your employee number on your pay stub). Our Webmaster will then send you a confidential password by e-mail. You are now ready to surf the site. Enjoy your visit.

Visit the website regularly to access important information on Federation issues and services.

**New Brunswick Teachers' Federation**  
**Fédération des enseignants du Nouveau-Brunswick**

The New Brunswick Teachers' Federation (NBTF) represents all 7000 teachers in the province of New Brunswick in the negotiation and application of the Collective Agreement with the Board of Management.

La Fédération des enseignants du Nouveau-Brunswick (FENB) représente les 7000 enseignants et enseignantes de la province du Nouveau-Brunswick dans la négociation et dans l'application de la convention collective avec le Conseil de gestion.

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