

Issue No. 14

March 2008

In this Issue:

Farewell to Edouard Allain

Federation Artwork Contest

Article 20 - Class Size for the
2008-2009 School Year

Long-Term Memory: How Google
Works

Next Year's Recipients of
Educational Leaves

The Federation Media Advisory
Committee

Update on Discussions Held at
the Employee-Employer
Relations Committee

Term Appointments

NBTF Group Insurance Trustees

Freedom of Expression



FOCUS is printed by the New Brunswick
Teachers' Federation

650 Montgomery Street
Fredericton, NB
E3B 5G2

Telephone: 506-452-8921
FAX: 506-453-9795
Web: www.nbtf-fenb.nb.ca

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.

Contributors to this issue:
Robert Gagné, Marilyn Boudreau, Edouard Allain,
Kevin Sheehan

Editor & Graphic Design:
Marilyn Boudreau

ISSN 1710-4238

FOCUS



Edouard Allain Completes his Service Contract with the Group Insurance Trustees

The Group Insurance Trustees would like to thank Edouard Allain and wish him all the best upon his leaving the position of Liaison Officer with the Group Insurance. Mr. Allain had retired as the NBTF Executive Director in 1998. However, after several years, he decided to

return as a service provider in the half time position of Liaison Officer. Mr. Allain is the first to hold this position. He has been very instrumental in bringing about a variety of positive and beneficial changes to the various Group Insurance plans. His replacement will be selected in March and should begin work on or about April 1st, 2008.

On behalf of all active and retired teachers in the province, the Group Insurance Trustees would like to extend their best wishes to Mr. Edouard Allain.

Artwork Contest



The New Brunswick Teachers' Federation is holding an Artwork Contest which began January 2, 2008 open to all students from grades K to 12.

The ten (10) chosen pieces will be displayed on the walls of the:

New Brunswick Teachers' Federation Building
650 Montgomery Street
Fredericton, NB

The pieces (collage, drawing, painting, stained glass, etc.) will represent education in general or teaching in particular. To participate, students must send a photograph of their artwork indicating the materials used and the size of the work. A brief explanation of the theme displayed is also necessary. Participants are to clearly print their name, the name of their school and grade level. Each selected artwork will receive \$100.00.

Please forward your picture of the artwork before April 30, 2008 to:

Marilyn Boudreau, NBTF Labour Relations Officer at:
marilyn.boudreau@nb.aibn.com

ARTICLE 20 - CLASS SIZE FOR THE 2008-2009 SCHOOL YEAR

September 2008



- 20.01 Whenever reasonably practicable the normal class size shall be twenty-seven (27) pupils. No class size shall exceed thirty (30) pupils.
- 20.02 Notwithstanding Clause 20.01, the maximum class size for grades 4 - 6 inclusive shall be twenty-nine (29) pupils; however, if unforeseen circumstances arise, the maximum class size may be increased to thirty (30) pupils.
- 20.03 Notwithstanding Clause 20.01, classes exceeding thirty (30) 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-two (22) pupils.
- 20.05 Notwithstanding Clause 20.01, the maximum class size for Grade 3 shall be twenty-seven (27) pupils; however, if unforeseen circumstances arise, the maximum class size may be increased to twenty-eight (28) pupils.
- 20.06 The maximum class size for kindergarten shall be twenty-two (22) 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:

Grades 1-3

17

Grades 3-5

24

Grades 5-12

25

- (2) A kindergarten class which is combined with any other grade shall not exceed seventeen (17) pupils.



This information is also available on the NBTF Web site under Collective Agreement - Article 20. Visit this site regularly at:

www.nbt-fenb.nb.ca

Long-Term Memory: How Google Works

This is a follow-up article from the one which appeared in the January 2008 issue of FOCUS (*Your Cyberconduct Could Affect your Employment*). There is a lot of concern about identity theft and how cyberconduct can affect a person's reputation. Teachers and administrators have also been inquiring about Policy 311, specifically on how to remove posted information from certain Web sites. In meetings and PD sessions, it has come to our attention that a lot still needs to be said in order for teachers to fully understand the possible consequences of surfing the Net. This article will FOCUS on search engines and on what teachers should be made aware of when using Google for example. The intent is not to scare members into not using the computer, but rather to provide them with sufficient information so that they may adjust their cyberconduct accordingly.



It's no surprise to anyone that the information available on the Internet is endless. Perhaps we've forgotten that controversial petition we signed on line years ago? Or perhaps that comment we posted on a wall or in a forum? But did you know... Google does not forget! Try testing Google's long term memory by "googling" your name (include brackets). Here is how the search engine works:

Everyday, Google sends its robots to scan the Web, even in the most remote corners, and then patiently indexes the retrieved information: that's why it is able to give results in a split second.

The consequences of this search is that it enables Google to archive documents in "cached memory" on its own server, even though the originals have been destroyed. And it is often because of these pages that we are able to still find, to our dismay, that petition we signed years ago on a very controversial subject... In addition to indexing everything that's on the Net, Google also has a gigantic data base where all our quests for research are kept: free movies, or problem behavior, or perhaps...jokes... Since its creation in 1998, Google claims never having voluntarily erased information. In the United States, only the American National Security Agency indexes more data than Google.



The reason? Google's revenue is publicity based. Publicity that focuses on our interests. In order to furbish its data bank, Google and other search engines gather information on us as we search the Web. In order to identify us, the engine does not need our name. It has our computer's IP address. It's exactly like having our car's license number but not our driver's license number.

At first glance, nothing to worry about since all research engines do not disclose this information. At least in principle. However, in August 2006, AOL made public a data base containing information on 650,000 of its members. Even though the information didn't contain any names, researchers were able to identify a number of persons by cross referencing data.

The latest statistics from Statistic Canada reveal that 45% of Canadian respondents have been victim of some kind of cyberbullying and 5% of respondents have fallen victim to identify theft. In 20% of these cases, the theft deeply damaged reputations while 59% of these cases suffered financial loss. To prevent this from happening to you, CTF (Canadian Teachers' Federation) has published a pamphlet on Cyberconduct (included with this issue of FOCUS). The NBTf also offers the following advice:

Always be careful of shared files (music, movies, etc). They may contain spyware. Do not download files from unknown sources. Install a firewall and an anti-virus software on your computer.

Use one e-mail account for serious communications and have another for games, contests, purchases, etc.

Do business with reputable enterprises and never consent to having your personal information shared with anyone.

Review the guidelines contained in Policy 311. These guidelines are there to protect your security and that of your students. The Federation has printed a pamphlet on safe cyberconduct. It can be downloaded anytime from its website: www.nbtff-fenb.nb.ca.

[Ref: Joboom, Sept. 2007]



Educational Leaves 2008-2009

Under Article 37 of the Collective Agreement, every member employed as a teacher in New Brunswick for five years shall be eligible for an educational leave up to one year with 70% of the salary which he/she would have received had he/she been employed during the period of the educational leave in the position which he/she held at the time his/her application was made. Here are the recipients for the 2008-2009 school year as determined by the Educational Leave Committee:

District 01: Janelle C. Arsenault, Lisa Brun, Lise A. Drisdelle-Cormier, Luc Handfield, Yvette Lavoie, Nathalie E. Mallet

District 02: Krista Allison, Calvin Buechler, Lisa Deluca, Myfanwy Ferris, Stacy Garland, Kathleen Goobie, Lisa Graves, Ken Howatt, Heather Wood

District 03: Josette L. Bernier, Christian Labrie, France LaBrie, Christine Long, Josée Racine

District 05: Raymond St-Pierre

District 06: Marc F. Godin, Joseph Armstrong, Christina Hamlyn, Cindy Hatt, Laura Ravn, Jane Reinhart, Laura Stoddard, Terry Wisdom

District 08: Kathryn Brown, Sheilagh Gillis, John Higgins, Rosalyn Nickerson, Juliette Ramzi-Trofinencoff, Wanda Sampson, Lindsay Savoie

District 09: Gisèle Lanteigne, Lucille Robichaud, Étienne Thériault

District 10: Micheal Bourque, Clement McAfee, Patrick Zwicker

District 11: Éric J. Godin, Kim LeBlanc, Lyne LeBlanc Boucher, Lucie Martin (McIntyre), Isabelle J. Savoie

District 14: Emily Derrah-Sullivan, Mitchell Hemphill, Suzanne Maxwell, Sean Newlands, Marilyn Tranquilla

District 15: Heather Ross, Carole-Julie Savoie-LeBlanc

District 16: Lynn Carney, Sheri Lynn Comeau, Catherine McGregor

District 17: Bev Amos, Deborah Barter, Cheryl Lavigne

District 18: Anne Marie Allain-Eagles, Janice Arnold, Dereck Bradford, Marlene Carrier, Brenda Clements

Congratulations to all the Recipients!

Federation Media Advisory Committee

Federation Policy No. 10 states that the NBTF Co-Presidents, supported by a Federation Media Advisory Committee, **shall be the chief spokespersons with the media for the Federation**. The Policy also states that the *Federation Media Advisory Committee* shall comprise of the three Executive Directors, from the NBTA, AEFNB and the NBTF, in addition to the two Associations' Director of Communications.

Early in the fall, *The Federation Media Advisory Committee* was set up and put in motion. It has held many meetings since then.

The Federation Executive Committee decided the *Federation Media Advisory Committee* would seek the services of experts to

develop a campaign and seek advice on daily dealings with the media. The Federation has decided to retain the services of two private firms, *À Propos Communications* and *Bissett Matheson*. They have decided to unite their expertise in order to better assist the Federation in this round of bargaining.

It was decided as a first step, to conduct a public survey on the appreciation and knowledge of the work done by teachers in the province. This survey is now complete and the analysis of the data has commenced.

The second step is to put in place focus groups to discuss the data. These discussions should provide sufficient information in order to come up with a slogan and a message to devise a public campaign.

Efforts are also under way to organize political contacts and a network involving retired teachers. In addition, a Member Only Website was developed to keep members informed of all the latest developments with regards to negotiations.

The Media Advisory Committee will continue to meet regularly in order to assure proper communications with the media and with the membership.



Items Discussed at the Employee-Employer Relations Committee



The Employee-Employer Relations Committee is a joint labour management committee established under Article 14 of the Collective Agreement. The committee, which meets twice a year, has the responsibility to facilitate the

administration and interpretation of the Collective Agreement. The Employer representatives on the committee are comprised of the negotiator from the Office of Human Resources, two superintendents, as well as staff from Human Resources at the Department of Education. The Federation representatives are two teachers from the NBTA, one from the AEFNB as well as NBTF administrative staff.

The following represents some of the topics discussed by the committee during the past year:

1. Student Placement Within Schools

The parties discussed the importance of school personnel having access to information regarding new students prior to their placement. Such information may include custodial rights, medical information, exceptional needs, student conduct, etc.

2. On-Line Courses / Distance Education

The Federation raised a host of concerns related to on-line courses. These included the nature of the courses being offered on-line, the contract status and qualifications of the facilitators, the responsibilities of teachers who have students taking courses on-line, as well as the frequency of such courses. The Employer agreed to provide information in this regard.

3. Dealing With Difficult Parents

The parties discussed a range of problems related to dealing with difficult parents. The Federation emphasized the importance of the Employer's intervention and support in extreme cases where parents have chosen to communicate with school personnel in an inappropriate fashion.

4. Investigations Under Policy 701

The NBTF advanced a number of concerns related to investigations into Policy 701 complaints. The Federation's view is that only the most serious cases of abuse and misconduct should be the subject of a formal investigation. There are also concerns related to the length of time taken to complete investigations. This is often impacted by the involvement of external agencies such as the Department of Family and Community Services and the Police.

5. Meetings Outside the Hours of Instruction

The parties discussed what appears to be an ever-increasing number of meetings teachers are required to attend outside the hours of instruction. While the NBTF accepts that teachers attend several meetings as part of their responsibilities, the number has escalated to the point in which the Federation views as unreasonable. This issue has been identified by the NBTF as a concern it wishes to discuss at bargaining.

6. Hours of Instruction (Banking Time for Non-Instructional Activities)

The Federation learned that some districts had adopted a practice where the hours of instruction were extended, beyond the daily maximum permitted, to generate additional time for workshops, in-service, professional development and planning.

This was a bargaining priority for the Employer during the last round of negotiations where the parties failed to reach an agreement. The NBTF lodged a grievance to have the practice cease. A settlement was subsequently reached in this matter.

Article continued on Page 6

Items Discussed at the Employee-Employer Relations Committee



7. Article 29 – Responsibility Allowances (Progression on the Scale)

The parties have held ongoing discussions regarding the progression of teachers on the responsibility allowance scale pursuant to Article 29 of the Collective Agreement. How teachers with partial service move from one step to the next is of particular concern. The Employer is suggesting that at least half the school year [five (5) months] would be required to progress to the next step on the scale the following September. The Federation favours a lesser amount of experience. There is an agreement that the service need not be consecutive. It has been agreed that this matter be addressed in the current round of negotiations for settlement.

8. Reimbursement of Travel Expenses From the Department of Education

A concern was raised that teachers attending meetings at the district office or at the Department of Education are facing significant delays in having their travel expenses reimbursed. In some cases, the waiting period can be up to three months. The Employer agreed that this was an undue amount of time and undertook to look at the administrative process in order to accelerate the payment.

9. Cyberbullying

The Federation has prepared a pamphlet outlining guidelines for teachers with respect to appropriate cyber conduct. This includes cautions on Internet use, as well as one's use of computer laptops on personal time. The Federation agreed to share the content of the pamphlet with the Employer, prior to its distribution to the membership this past January.

10. Article 27 – Method of Payment

There was a discussion regarding the method of payment for Schedule D teachers whose contract is converted to a Schedule B after the start of a school year. In some instances, the district attempted to recover the overpayment in one pay period, resulting in a significantly reduced payment.

The parties agree that the provisions of Article 27.01 would apply. As an example, a Schedule D teacher who is awarded a Schedule B in October would have their remaining annual salary paid out evenly over the remaining pay periods until August 31.

11. Article 20 –Class Size

The NBTF cited examples where many school districts are of the belief that they have until September 30th to address any class size violations under Article 20 of the Collective Agreement. The Employer indicated this was not the case and that this had never been communicated to school districts.

The parties do agree, that when a class size exceeds the maximum number, a period of a few days may be necessary to hire an additional teacher or find an alternative remedy.

12. Provincial List of Schedule D Teachers

The Employer has agreed, as it has in the past, to provide the Federation with a list of all the Schedule D contracts, which have been awarded and the names of the Schedule B teachers on leave whom they are replacing.

The next meeting of the Committee is scheduled for April 25, 2008.

The parties have also agreed on guidelines for Term Appointments for teachers holding positions of responsibility. These guidelines are outlined on page 7 of this issue.

For any questions or further guidance on any of these issues, please contact any member of the Federation administrative staff.

Guidelines for Term Appointment

The following have been accepted jointly by the parties as guidelines for administering term appointments for teachers holding positions of responsibility under Article 29 of the Collective Agreement.

1. Superintendents, in accordance with their duties and authority under the Education Act, are ultimately responsible for decisions related to school administrators, including the decision with respect to the renewal of a term appointment, which can only be done by mutual agreement.
2. The parties recognize the importance of open dialogue and effective communication. Administrators will be notified in the fall, by way of correspondence that they are entering the final year of their term appointment. In addition they can anticipate meeting with the Superintendent to review and discuss issues related to Articles 29.05 and 29.06 prior to the end of February of that same year.
3. Whereas the Superintendent wishes to offer a renewal of the five-year term for principals and vice-principals, the Superintendent should meet with administrators to determine if they wish to serve a new five-year term. Either the administrator or the Employer may have an interest in considering a new administrative assignment, which could also be the focus of discussion at such a meeting.
4. Principals and vice-principals who are appointed to a five-year term shall receive written confirmation of their appointment from the Superintendent, in accordance with Article 29 of the Collective Agreement.
5. Principals and vice-principals, who are appointed to a new position before their five-year mandate is completed, are considered new hires and the term of their new appointments shall be for five years, irrespective of the length of their previous appointment.



Administrators who are granted an approved leave of absence during the period of their five-year term maintain their status as principal or vice-principal and are deemed to have completed a portion of their mandate which corresponds to the period of leave. (E.g. Principals who are granted a deferred salary leave during the full third year of their term will have two years left on their mandate upon their return.)

Accordingly, a principal or vice-principal who holds the position on an interim basis and is subsequently appointed to the position will begin a five-year term at the time of his/her appointment. The period in which the administrator filled the position on an interim basis is not considered part of the five-year term.

6. The Employer may appoint teachers to Supplementary Positions of Responsibility (SPR's). A teacher appointed as an SPR shall receive written confirmation from the Superintendent or designate, identifying the nature and scope of the assignment. The said letter shall also identify the length of term, which under the Collective Agreement shall not exceed three (3) years. It is agreed that an SPR should not be appointed for a period which is less than one semester.

The parties agree that SPR's should be appointed on a full-time basis and should receive the full responsibility allowance prescribed by the Collective Agreement during the term of their appointment. A Supplementary Position of Responsibility should not be split between two teachers.

7. In the event of a school closure during the course of a term appointment, the parties agree that the Employer may appoint affected staff to vacant positions of responsibility including principal, vice-principal, and SPR where the Employer deems those appointments appropriate. In all such cases, the teacher shall suffer no loss of salary and shall continue to progress along the appropriate responsibility allowance scale for his/her former position or new position, whichever is higher. Efforts to reassign within a reasonable geographic area will be made. In the event that a reassignment is not possible, the employee will progress through the mandate and receive the benefits of the scale prescribed under Articles 29.05 and 29.06.



News from the Federation Group Insurance Trustees

The trustees will be meeting in April to review the financial statements for the year 2007. The Health and Drugs plan should offer some stability with the new methodology and the revised categories. Consequently, the 2007 report will be based on the former methodology and may show deficits. In the last few years, trustees have been able to absorb deficits with accumulated surpluses and the reserves provided in each plan are fully funded.

On another note, the trustees have compiled the statistics for Salary Continuation as they are indicated in the table below.

Year	Rec'd	Approved	Denied
2005	11	8	3
2006	11	10	1
2007	17	13	4

The above data indicates that the claims made by teachers who are members of the Salary Continuation Plan have been approved at a fairly high percentage. We do note however an increase in claims and also an increase among younger members. This is contrary to the claims experience in

the Health and Dental plans where active teachers have a more positive experience. For the moment, the plan surpluses can offset any resulting deficit and the premium is at an all-time low since the establishment of the plan. In fact there is a six-month premium holiday still in effect.

On a final note, I will be completing my assignment with the trustees at the end of June 2008. I wish to thank the trustees, the NBTF and Johnson administrative staffs for their kindness and their pleasant and efficient cooperation over the last four years. I have really enjoyed this work and I am grateful for the way the membership in general has treated me during these rather different duties assigned to me. We have made difficult and significant changes to the Health and Drug plans over the last few years and the trustees and the members for the most part have understood and accepted the changes in the best interests of all concerned.

I wish all the best to the next Liaison Officer and I will do everything possible to provide a smooth transition.

Edouard Allain
March 2008

FREEDOM OF EXPRESSION



Freedom of expression is a fundamental right but not one which is without limits. The courts have established that the Employer has a right to expect fairness, integrity and loyalty from its employees. The teachers in turn can expect to be able to freely express their opinions on matters within their professional expertise.

Teachers are free to express their opinions on pedagogical issues and general classroom management. These opinions must be based on facts and expressed in a constructive and objective manner. Teachers may not act in ways or speak in words which would discredit or bring disrepute to the education system. This would be viewed as going further than what freedom of expression would allow and teachers could be advised to cease. Teachers must accept that they cannot rely on the fact that they may be speaking as parents or in any other capacity, and thus go beyond what they, as teachers, might be allowed to declare or do. Caution must be exercised when solicited to join a parental group which wishes to lobby the Employer. Courts have stated that teachers cannot be protected by saying that they are acting as parents rather than teachers.

There is nothing in labour relations that would prevent teachers from expressing their concerns and worries to their Employer within the framework provided and in accordance with established procedures. For example, the local branch or liaison committee may become a mechanism for teachers to express their opinion on matters which are common to all the branch membership. Individually or through the branch or any other mechanism, the expression of concerns or of criticism towards a management decision is generally done privately between the teachers and management. If a teacher or a group of teachers wishes to express discontent to the Employer in relation to a policy, this can be done by asking to meet with the district administration. In addition, if the subject being discussed is relevant to the Collective Agreement, there are procedures and mechanisms provided such as the provincial Employee/Employer Relations Committee, the local liaison committees or grievance officers. Teachers are advised to contact the NBTF for further information and guidance on this issue.