

**Issue No. 18**  
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**In this Issue:**

**Latest Advice to Expectant Teachers on H1N1**

**The NBTF Hires a Second Labour Relations Officer**

**Teachers' Working Conditions Fund for 2009-2010**

**Hours of Instruction**

**New Method of Payment for Contract D Teachers**

**News from the Group Insurance Trustees**

**A Revised Pamphlet on Maternity Leave**

**Class size for 2009-2010**

**Local Liaison Committees - Guidelines**

**H1N1 Virus: Provisions of the Collective Agreement**

**Article 19 - Article 21 - and Article 22: A Few Reminders**



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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

## Latest Advice to Expectant Teachers on H1N1

In view of the latest changes in Québec this week where all pregnant teachers in that province have been placed on preventive leave or assigned other duties by the medical health authorities, the NBTF is informing its members that, for the moment, no such measures are being taken in New Brunswick or elsewhere in Canada. However, as we move further into fall, other measures may be taken.

The NBTF fully understands the anxiety created by this situation and would like to inform expectant teachers of alternative measures that are available at this time in compliance with the Collective Agreement:

1- Teachers may be placed on preventive leave from their family physician. Sick leave provisions would apply as they normally do. It is also possible for teachers to be placed in quarantine by Public Health Authorities. In such instances that leave would be covered under Article 34.01 of the Collective Agreement. Should they be quarantined, teachers will continue to receive their full salary until such time as they begin their maternity leave, or are permitted to returned to work;

2- In situations where teachers are not quarantined, or are not placed on preventive leave, they may choose to begin their maternity leave 8 weeks prior to their due date (Article 33(A) 03). Should this option be chosen, teachers are reminded that they will be returning to school 4 weeks prior to their baby's first birthday. That may be a challenge for childcare. Of course, in accordance with Article 33(A) 06, teachers may take additional unpaid maternity or parental leave if both the teacher and the School District agree;

3- In case of pregnancy, Article 33(A) also provides teachers with 30 teaching days leave at full pay. Therefore,



teachers may want to add these 30 days to their 8 weeks of leave prior to their due date and begin their maternity leave 14 weeks prior to their due date. Again, the return date will be prior to the newborn child being a year old.

As per the Collective Agreement, these options are always available to expectant teachers. The NBTF would nevertheless remind teachers that these options will not prevent them from contracting the virus should they choose to begin their maternity leave earlier. It will only remove them from a specific fertile environment. They may encounter the same environment in a doctor's office, in a mall, in church, etc. It is therefore recommended that should they decide to begin their leave earlier than anticipated, they should not venture out into the public and expose themselves to a greater risk.

In order to apply for a maternity leave, teachers must contact the NBTF at 452-1736 and request that a maternity leave form be prepared.

The NBTF will continue to monitor closely this evolving situation and advise teachers accordingly. As always, the NBTF administrative staff remains available to answer questions or to provide advice. The NBTF web site will be updated regularly as new information becomes available.

## TEACHERS' WORKING CONDITIONS FUND (SCHEDULE K OF THE COLLECTIVE AGREEMENT)

Each year the Federation receives a number of inquiries with respect to the administration and application of the Teachers' Working Conditions Fund (TWCF) under Schedule K of the Collective Agreement. The following are guidelines intended to assist teachers and administrators alike:

1. The fund shall be established at \$ 1,000,000.00 provincially for the 2009-2010 school year.
2. Forty percent (40%) of the fund shall be distributed equally to each school in the province. The balance of the fund shall be distributed on a proportional basis to each school based on the number of full-time equivalent teachers in the school as of September 30th.
3. The school administration will be advised of the budgetary allocation for the TWCF to begin a new school year. It may be that the school would have a balance in its fund carried forward from the previous school year.
4. Each school shall appoint a **teacher committee** to administer the fund and all decisions concerning the utilization of the monies in the fund for projects related to Articles 19 and 22, shall be made by the teacher committee. As an example, this could include the hiring of supply teachers to increase preparation time for teachers during hectic periods or hiring people to assist with supervision.
5. Proposals by the teacher committee for other uses of the fund (other than Articles 19 and 22) shall be subject to the approval of the Superintendent or his/her designate.
6. The TWCF should be placed on the agenda of a staff meeting early in the school year and teachers should be invited to submit proposals for the teacher committee's consideration. It may be appropriate to have a member of the school administration on the committee projects related to Article 19 and 22.
7. The hiring of personnel, purchasing of goods and services or any other expenditures that results from the utilization of the fund shall be administered and processed by the school district.
8. Unless the teacher committee has approved a longer-term plan for the use of TWCF funds, every attempt should be made to use the annual allotment during the designated period.
9. *The fund is intended for school-based personnel to improve teachers' working conditions. Teachers who are on a leave for the full school year or who are seconded to district office are not entitled to the TWCF. Similarly, teachers who transfer to another school shall be entitled to benefit from the fund in their new school, but cannot claim unexpended funds from their former school.*

**Teachers having questions about the Teachers' Working Conditions Fund are encouraged to contact a member of the Federation administrative staff at 452-1736.**

## H1N1 and the Collective Agreement

At the beginning of this school year, teachers would have received information regarding procedures and steps to be taken in cases where the H1N1 flu virus may affect students and school staff.



Here are the relevant provisions of the Collective Agreement which could be applicable for teachers should there be cases of such flu in a school.

Article 16 of the Collective Agreement provides for a maximum of 195 teaching days during a school year. For teachers holding positions of responsibility, Article 47.05 states that they may find it necessary to utilize more than the 195 days to fulfill their responsibilities.

Pursuant to Article 16, the 195 days shall include, among other provisions, days during which school is closed by the Employer or by Medical Health authorities.

When closed by the Employer, the teachers in a school are not required to be in attendance unless activities requiring teacher attendance have been scheduled or unless circumstances have necessitated the temporary transfer of the students of that school to another facility, in which case, the teachers may be required to attend that facility.

When closed by Medical Health authorities, teachers in a school are not required to be in attendance unless circumstances have necessitated the temporary transfer of the students of that school to another facility, in which case, the teachers may be required to attend that facility.

Presently, there is no prescribed number of affected staff or students which has been established in order to decide on closing a school. Each case is to be determined on its own merits. One situation where school closure might be considered is if the school absenteeism and/or staff shortages impacts the safety of school operations.

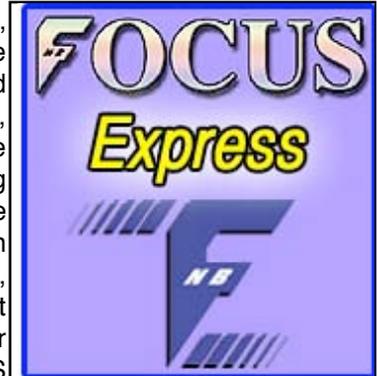
The other provision which could become applicable in some cases is Article 34.01 which states that no teacher shall suffer a deduction in salary when absent because of a disease necessitating quarantine when the teacher has not contracted the disease himself/herself.

In all other cases besides school closures or quarantine, there is Article 31 which provides for paid sick leave if teachers are unable to perform their duties because of illness, which includes influenza-like symptoms.

Teachers are invited to log on to the Federation web site at [www.nbtf-fenb.nb.ca](http://www.nbtf-fenb.nb.ca) for further information or to call any member of the Federation administrative staff at 452-1736 should they need further advice.

## FOCUS is now FOCUS EXPRESS

Since the publication of its first edition in October, 2003, the NBTF newsletter, FOCUS, has been printed and sent out to schools. In April, 2005, FOCUS was posted on the Federation web site for the first time. As teachers become more and more accustomed to the web site and to Internet surfing, and in order to save printing and posting costs, FOCUS will no longer be published in hard copies. Instead, FOCUS will become FOCUS EXPRESS. Members can now expect to find articles on teachers' working conditions, posted regularly on the web site. Teachers will be able to consult the article directly on the site or download a copy for their files. This way, pertinent information will reach teachers in a more timely fashion. The NBTF welcomes any comment, suggestion or questions regarding FOCUS EXPRESS. Members are reminded that FOCUS EXPRESS is published as an information newsletter and is intended for guidance; however, before acting on any information contained in FOCUS or FOCUS EXPRESS, teachers should contact a member of the Federation administrative staff at 452-1736.



### Hours of Instruction: Frequently Asked Questions

#### Is there a difference between the hours of instruction and a teacher's hours of day?

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.

#### How does one calculate the hours of instruction?

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 in the morning up until 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.

#### When are teachers expected to be in school in the morning?

Article 25(1)f of *Regulations 97-150 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.

#### Can teachers be required to be at school prior to 20 minutes before the commencement of classes?

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. Any non-teaching duties such as supervision assigned to teachers during those 20 minutes should be counted in the calculation of non-teaching duties overall.



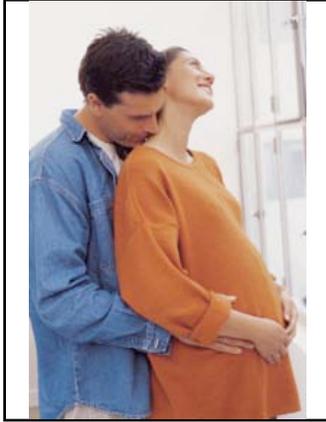
#### When can teachers leave the school in the afternoon?

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.

#### Are teachers required to attend meetings after the hours of instruction?

Section 25(1j) under *Regulations 97-150 of the Education Act* requires teachers 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. 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 for teachers to attend such meetings if their duration and frequency are reasonable. The Federation would also agree that an orientation meeting at the beginning of a school year requires teachers to be present. 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. ***However, the Federation has always taken the position that other scheduled meetings, such as PD and in-service sessions, Math nights, fund raisers, etc., called before or after the hours of instruction, or during weekends, are left to the teachers' discretion.***

## Expecting a Baby?



Advice to Teachers from

The  
New Brunswick Teachers'  
Federation



## Revised Information Pamphlet

The New Brunswick Teachers' Federation has posted a revised information pamphlet for expectant teachers on how to plan a maternity leave. The pamphlet can be accessed and downloaded from the Federation web site at:

**[www.nbtff-fenb.nb.ca](http://www.nbtff-fenb.nb.ca)**

This pamphlet will guide teachers through the process of planning a leave, requesting and accessing EI benefits and other benefits as provided by the Collective Agreement. All teachers under contract are entitled to maternity and parental benefits.

Teachers wishing to take a maternity leave during the coming school year need to call a member of the Federation administrative staff **two months prior to the date they plan to begin their leave and request a maternity leave form.**

## Appointment of an Additional Labour Relations Officer



In June 2009, the Federation Board of Directors approved the appointment of a an additional Federation administrative staff person. The Federation Executive Committee interviewed candidates for the position on June 29, 2009.

At this time, the Federation Executive Committee is please to announce the hiring of **Mr. Kerry Leopkey**.

Kerry brings to the Federation a strong background and work experience in the field of labour relations and human resource management. Kerry, a licensed teacher, has served as Assistant Director of Human Resources at the Department of Education since 2003. During this period, Kerry has been intricately involved in representing the Department of Education in the application, interpretation and negotiation of our Collective Agreement.

In addition to his bargaining experience, Kerry has provided labour relations guidance and advice to both Anglophone and Francophone school districts in grievance handling and managing complaints involving human rights, workplace harassment and Policy 701. Kerry began his new duties on August 17, 2009. Teachers may reach Kerry at 452-1736 or by email at [kerry.leopkey@nbtff-fenb.ca](mailto:kerry.leopkey@nbtff-fenb.ca).

## Article 19, 21 and 22(A): Interpretations as they Relate to Working Conditions

### ARTICLE 19

The Federation often receives concerns from teachers who are directed to use their **preparation time** to meet with colleagues for team meetings, PLC meetings, group planning, and other activities or duties prescribed by the Employer.

This issue was the subject of discussion at the last meeting of the Employee-Employer Relations Committee. The Federation and the Employer concurred as to the interpretation of Article 19:

**Preparation time is allocated to teachers for their professional use and not for specific duties imposed by the administration.**

Teachers should continue to forward their concerns on this article to the Federation administrative staff,



### ARTICLE 21

Teachers are to take note that no changes have been brought to Article 21- **Replacement of Absent Teachers**, therefore, as was the case last year, the provisions continue to apply to this school year. The Employer must make a reasonable effort to hire certified supply teachers to replace absent teachers. If no certified teacher is available, then of course a local permit may be brought in. There are to be no exceptions to this provision as every absent teacher must be replaced.

### ARTICLE 22(A)01

Article 22(A)01 indicates that **non-teaching duties** shall be kept to a minimum and evenly distributed among the staff.

For example, during bus duty, not all teachers would be expected to supervise students at the same time, suffice to have one or two teachers on duty. Furthermore, all teachers who are based in a given school are to share in these non-teaching duties (mentors, M & R teachers, etc.). Teachers may not be excluded from non-teaching duties because of a particular assignment or because they are only employed on a part time basis in a certain school. Those teachers should have their supervision pro-rated accordingly.

Please forward questions on this article to any member of the Federation administration staff.

## New Method of Payment for Contract D Teachers

As a result of the last negotiations, the Employer and the NBTF agreed to modify Article 27 of the Collective Agreement. The article now reads as follows:

*Each teacher shall receive a basic annual salary corresponding to his or her qualifications and experience and as determined by the appropriate schedule as Schedules F and G which form an integral part of this Agreement. Teachers shall be paid every two weeks in the amount determined by the formula:*

*Bi-weekly salary =  $\frac{\text{Annual salary according to salary schedule}}{\text{number of bi-weekly pay periods between Sept 1 and August 31}}$*

This new provision should eliminate the issues teachers were having with EI and permit them to budget more easily.

Also, as per Article 52 of the Collective Agreement, new teachers may apply to have previous work experience, in New Brunswick or outside the province, evaluated for an increase in salary. Recognition may be given for work that is related to teaching upon application to the Office

of Teacher Certification at the Department of Education.

Interested teachers need to fill out a form, available from the NBTA website [www.nbta.ca](http://www.nbta.ca). Click on Certification and download the form called *Application for Work-Related Experience for Salary Purposes*.

It is also recommended that new teachers call their district office to ensure that all supply teaching experience is being credited.

**Teachers are also reminded that the deadline to have the increase back-dated to July 1, 2009 is October 31, 2009. After that date, recognition shall be made effective the second day of January, 2010.**





## News from the NBTF Group Insurance Trustees



Welcome back!

First of all, I trust everything is falling into place nicely in your classes. This is my favourite time of the year – it's all about meeting new students, new teachers, making new friends, all great new beginnings... maybe even a new lunch box!

The Trustees of the NBTF Group Insurance Plan met this summer for their first planning session in five years. There was much to cover, including fiduciary liability, investments, new trends in group insurance, and all there is to know about the Counselling and Wellness Programs. We also all had an excellent opportunity to get to know each other better and to share in lots of positive, interesting discussions.

I thought I would share the following information with you. It is an adaptation of PEITF Executive Assistant for Economic Welfare Michel Plamondon's June article last year for its members. Johnson Inc. are also the consultants and administrators for PEITF, NSTU and NLTA. The article contained valuable information of which NBTF members should also be aware.

Johnson Inc. has been the consultant and claims administrator for the NBTF Group Insurance Program since 1965 and the plan administrator since 2004. Johnson Inc. also performs various other insurance services in the area of underwriting agreements, payments of claims and collection and distribution of premiums. Another significant service provided by Johnson Inc. is the creation, development and maintenance of a members only website.

The Johnson Inc. website can be accessed at [www.johnson.ca](http://www.johnson.ca). All active and retired teachers who are members of the NBTF Group Insurance Plan can gain access to the members only website. To be able to do so, you will need to be assigned a user name and a confidential password. You may do so by contacting Johnson Inc. at 506 451-0842 or 1-888-209-7442 or go on-line at [www.johnson.ca](http://www.johnson.ca), click on the members only site and use the on-line request form.

On the members only website a teacher is able to review his/her group insurance coverage and benefits. The site will list all the possible coverage under our group insurance plan. It will specify if you have a particular coverage, the carrier, the premiums paid and whether the coverage is single or family. If you click on a particular coverage, the site will provide you with the information that is contained in the NBTF Group Insurance booklet. If you require additional information, you can e-mail your

personal service supervisor from the website to obtain it.

The site also provides the teacher with the ability to review his/her personal claims history as well as his/her dependants'. For example, a teacher can find out when he/she can put in a claim for glasses again, or how many more times he/she can visit a massage therapist or a chiropractor in a particular year, or when the last dental claim was made. A click of the mouse will provide you with all this information.

Another example of the convenience of this site is the ability of a teacher to print his/her income tax receipt if using health/dental premiums as part of the medical expenses deductions which a teacher may be claiming on his/her income tax return. In this manner, no phone calls are required. Simply print the receipt on a home computer.

Teachers who have home and auto insurance with Johnson Inc. can view information related to limits and deductibles, coverage, policy numbers, vehicle description and identification numbers, policy dates, and all drivers insured under a given policy. The site provides policy holders with some recommended coverage that they may need for their own protection.

The site also allows teachers to print claims forms and they will soon be able to offer the ability to print application forms for various coverage.

The members only website was developed by Johnson Inc. at no additional cost to Federation members and was developed for the convenience of members. As President of Johnson Inc., Ken Bennett states, "We know teachers are busy. Through our members only website we are giving teachers, as our customers, the opportunity to address their insurance needs on their own time, and their own terms, no matter what time of the day."

If you have not already signed up for Johnson Inc.'s members only website, I encourage you to do so. It will provide you with a wealth of information relating to your group insurance.

Lise



## LOCAL LIAISON COMMITTEES

### 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 meetings.
- 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.

## The NBTF Administrative Staff



**Robert Gagné**  
Executive Director



**Kevin Sheehan**  
Deputy Executive  
Director



**Marilyn Boudreau**  
Labour Relations  
Officer



**Kerry Leopkey**  
Labour Relations  
Officer

The Federation administrative staff handles all issues related to teachers' working conditions. Please do not hesitate to call any one of them at 452-1736. At this time, Robert, Kevin, Marilyn and Kerry wish all teachers a safe and fulfilling 2009-2010 school year.

## ARTICLE 20 - CLASS SIZE 2009-2010 SCHOOL YEAR



### Here are the class size numbers as of September 1, 2009:

- 20.01 Whenever reasonably practicable the normal class size shall be twenty-six (26) pupils. No class size shall exceed twenty-nine (29) pupils.
- 20.02 Notwithstanding Clause 20.01, the maximum class size for grades 4 - 6 inclusive shall be twenty-eight (28) pupils; however, if unforeseen circumstances arise, the maximum class size may be increased to twenty-nine (29) pupils.
- 20.03 Notwithstanding Clause 20.01, classes exceeding twenty-nine (29) 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-one (21) pupils.
- 20.05 Notwithstanding Clause 20.01, the maximum class size for Grade 3 shall be twenty-six (26) pupils; however, if unforeseen circumstances arise, the maximum class size may be increased to twenty-seven (27) pupils.
- 20.06 The maximum class size for kindergarten shall be twenty-one (21) 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

16

Grades 3-5

23

Grades 5-12

24

- (2) A kindergarten class which is combined with any other grade shall not exceed sixteen (16) pupils.

**CLASS SIZE MAXIMUMS ARE IN EFFECT TH FIRST DAY OF SCHOOL. THE EMPLOYER DOES NOT HAVE UNTIL SEPTEMBER 30TH TO ADDRESS CLASS SIZE VIOLATIONS**

## @nbed.nb.ca: A Word of Advice

Teachers are now using emails to communicate regularly with friends, parents, and colleagues. At this time in the school year, the Federation would like advise teachers of this important message: **E-mails sent with the Employer's equipment, either on the job or at home, are the Employer's property and cannot be deemed "personal"**. At any time, and under the *Right to Information Act*, your emails may be accessed, downloaded and forwarded to a third party. Teachers using an nbed account should be mindful of this fact. The Federation also invites all teachers to review **Policy 311** very carefully and to monitor their on line conduct accordingly.

