

Issue # 6  
October, 2005

In this Issue:

Are You a Member of the New Brunswick Teachers' Federation?

Teachers' Working Conditions Fund

Highlights of the New Collective Agreement

Freedom of Expression

Meet the Federation Grievance Committee

News from Group Insurance

Employer Policies: Rights and Limitations

Meet the Federation Executive Committee

Policy 202: Substitute Teachers, Hiring Practices and Recall Rights

Latest News from the Federation

FOCUS is printed by the NBTF



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](http://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



The Federation's Negotiating Team at the signing of the Collective Agreement on June 23, 2005.

**From left to right:** Gilberte Michaud (Co-President), Brian Bawn (Co-President), Louise Landry (President Elect, AEFNB), Kevin Sheehan (Spokesperson, NBTF), Indu Varma (President Elect, NBTA).

## Are You a Member of the New Brunswick Teachers' Federation?

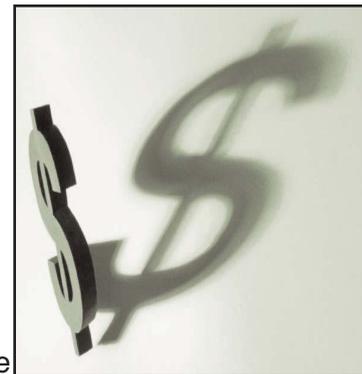
All teachers who have a contract in accordance with the Collective Agreement, meaning a **Schedule B, D, C, E or L**, automatically become members of the New Brunswick Teachers' Federation. But for a few exceptions, such as teachers with a Schedule C, E and L who do not receive recall rights when their contract terminates, all the benefits provided in the Collective Agreement apply equally to all contracts. (See article on Policy 202 on page 7 for further details). All members also have equal rights to vote and to participate in Federation matters.

All members are levied the same dues for the duration of their contract. Teachers should check their pay stub to verify if indeed, dues are being levied from their salary. If not, contacts should be made to the district office or to the Federation.

Copies of the Collective Agreement were distributed to all contract teachers in September. If you have not received your copy, contact your school representative. Meanwhile, visit the NBTF Web site at: [www.nbtf-fenb.nb.ca](http://www.nbtf-fenb.nb.ca) to either access the agreement or to download a copy.

## TEACHERS' WORKING CONDITIONS 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, call 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.

**For more information on the TWCF, please contact the Federation or your school representative.**

## Highlights of the New Collective Agreement

The new Collective Agreement between the New Brunswick Teachers' Federation and the Board of Management was signed on June 23, 2005. Teachers should have received their retroactive wage adjustment on September 16, 2005. While the terms of settlement were communicated to members during the ratification process, the following identifies particular aspects of the new contract that should be of interest to teachers as we begin a new school year:

### \* Teachers' Working Conditions Fund

The provincial fund has been established at \$ 1 million for the 2005-2006 school year. School districts will advise each school as to the amount which they will receive. Each school should now have appointed a Teachers' Committee to receive proposals and to administer the fund in accordance with Schedule K of the Collective Agreement. All school representatives received a written communiqué this past September providing guidelines for the utilization of the fund. An article is also published on page 2 of this issue of **Focus**.

### \* Joint Action Committees on Classroom Composition

In accordance with the Letter of Understanding, two provincial joint action committees have been established to identify appropriate strategies to address classroom composition. Each committee has held a series of initial meetings to develop guidelines and a protocol for the administration of the fund. The new annual fund for the purpose of implementing initiatives will be established at \$500,000 for the 2005 - 2006 school year and at \$1 million for each of the two remaining school years during the term of the Collective Agreement. The Letter of Understanding on Classroom Composition can be accessed on the Federation Web site at: [www.nbtf-fenb.nb.ca](http://www.nbtf-fenb.nb.ca)

### \* Maternity Leave / Parental Leave

All schedule B teachers requesting maternity leave are now entitled to the full period of benefits, irrespective of their due date. This includes six weeks (30 teaching days) at full salary, as well as fifteen weeks of EI Maternity benefits and thirty-five weeks of EI Parental benefits. Also, the paternity leave for male teachers has



been increased from three (3) teaching days at full salary to five (5). Any teachers requesting leave under Article 33 should contact the Federation staff for assistance. *Schedule D* teachers should refer to the Notice published in the April 2005 # 5 edition of *Focus*, now available on the Federation Web site at: [www.nbtf-fenb.nb.ca](http://www.nbtf-fenb.nb.ca)

### \* Article 52 - Recognition of Experience for Salary Purposes

The new Collective Agreement now provides for the recognition of experience for salary purposes as a non-licensed supply teacher. Previously, only service as a licensed substitute teacher was recognized.

Under the new Article 52.04 (b), a teacher who may be impacted by this amendment must make a written request to his/her school district providing a record of such experience. Any salary adjustment resulting from this request will be retroactive to the date that the Employer received the written request.

### \* Article 14 – Employee / Employer Relations Committee

The Employee / Employer Relations Committee is a joint provincial labour management committee established to facilitate the administration and interpretation of the Collective Agreement. With the signing of a new contract, new committee members have been appointed and an initial meeting has been tentatively scheduled for late November. Among its first initiatives resulting from bargaining, the committee will develop joint guidelines to promote the efficient operation of the Local Liaison Committees (Article 15) as well as discuss a protocol for the delivery of Distance Education.

## 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.

It is recognized that teachers are professionals and their opinions on pedagogical and educational issues are valued. It therefore follows that teachers may publicly express their opinions in accordance with the following guidelines without fear of intimidation or discipline from the Employer.

Teachers are free to publicly 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.

Before contemplating any action or for information on this matter, we would advise that you contact Robert Gagné, Executive Director; Kevin Sheehan, Deputy Executive Director; Marilyn Boudreau, Labour Relations Officer or any member of the professional staff of your Association.



### The Federation Grievance Committee refers four grievances to adjudication

The Federation Grievance Committee met in Fredericton on September 23, 2005. All members are new to the committee this year. They were provided with in-service and then were invited to study the merits of the ongoing grievances. The Grievance Committee has decided to refer four grievances to adjudication.

**From left to right, standing:** Kevin Sheehan (NBTF), Robert Levesque (AEFNB, 0333), Randy Hunter (NBTA, 1538), Marilyn Boudreau (NBTF), Paul Michaud (NBTA, 1450), Robert Godin (AEFNB, 0905); **Seated:** Suzanne Gallant (NBTA, 1826), Robert Gagné (NBTF), Kelly Monroe (NBTA, 0820).



## NEWS FROM THE NBTF GROUP INSURANCE TRUSTEES

### Renewal Rates 2006

Since the Focus Newsletter will be published prior to the October 21 meeting of the Trustees, the renewal rates and any decision by the Trustees at the October 21 meeting will be communicated to all members of the various plans via a personal letter to be sent around the beginning of November 2005.

### Change in the New Teacher Definition

New teachers are automatically enrolled in the Life Insurance (\$50,000), Basic Accidental Death and Dismemberment (\$50,000), Health and Salary Continuation plans with the choice of opting out within thirty-one (31) days of their first premium deduction. Coverage will take effect on the first day of active employment. No evidence of insurability is required during this automatic enrollment period.

New teachers may also enroll in the Dental, Optional Life or Optional Accidental Death and Dismemberment plans at any time. Coverage will take effect on the first day of the month immediately following receipt of an application form by the Johnson Inc. Benefit Administration office. Current teachers are also able to enroll in any option in which they are not currently enrolled by completing the appropriate application form.

### Important

The NBTF Group Insurance Trustees and Manulife Financial, the carrier for all of our plans, have agreed to a change in the "new teacher" definition. Effective September 1, 2005, any teacher who is automatically enrolled or makes application while holding a contract C, D, E or L will retain the status of new teacher until such time as he or she signs a first B contract. After signing his/her first B contract, the teacher is required to make application for various group insurance plans within a six-month period in order to be eligible as a new teacher and not require proof of insurability.

The result of this change is that any teacher who is under a contract other than a B contract and chooses to opt out of the various plans, will still be considered a new teacher upon signing a first B contract. We believe that this change is beneficial to all young teachers and provides more flexibility for re-entry into the various plans without proof of insurability.

### NBTF Travel Insurance

Some Federation members may not be aware that their health plan includes the travel insurance option for 100% coverage outside Canada. This insurance policy does provide a limited restriction on previously existing conditions for travel

insurance. If you plan to travel out of the country, there is no need to purchase additional travel insurance from travel agents or elsewhere. However, if you do suffer from some pre-existing condition, you should check with the group insurance administration office.

### Appeal Guidelines

The Trustees have adopted a set of guidelines to deal with individual cases brought before the Trustees whenever a member is denied a claim with the Insurer. These guidelines help the Trustees make a decision to either accept the appeal, deny the appeal or refer the matter to the next renewal exercise or the next market study exercise. Before the appeals are brought to the Trustees, the claims which are denied are also subject to an internal appeal within the Manulife Financial Insurance Company. The Johnson Administration and the Liaison Officer are often called upon to act as an intermediary between the carrier and the member regarding these issues. In the area of salary continuation, in addition to the two internal appeal mechanisms, there is an arbitration system which allows members to challenge the carrier's decision before a third party. The Liaison Officer is the intermediary between the member and the insurer and can also provide assistance in the application stages of claims for disability. Teachers should be advised that when they hire private legal counsel to deal with the insurance company, the insurance company will no longer discuss the case with either the Johnson administration or the Liaison Officer. Teachers who are denied disability benefits by the carrier and believe that it is without just cause should check with the Liaison Officer and the Johnson administration office for assistance prior to seeking arbitration or outside legal counsel.

For information on the various Group Insurance plans, visit the web site [www.johnson.ca](http://www.johnson.ca) and go to "members only" to find out about your own options or call:

**Édouard Allain**  
Liaison Officer  
Telephone: 506.452.1836

[allained@nb.aibn.com](mailto:allained@nb.aibn.com)

OR

**Dale Weldon**  
Adm. Johnson Inc.  
506.462.0024  
1.888.851.5500

[dweldon@johnson.ca](mailto:dweldon@johnson.ca)



## Employer Policies: Rights and Limitations

To efficiently manage any workplace, it is necessary for an Employer to have policies which outline expectations from employees. There are a multitude of policies in the public school system

implemented by the Department of Education and the school districts which impact on teachers. Generally, Article 10 of the Collective Agreement will give the Employer the authority to introduce rules and policies. But such authority is not unlimited.

Obviously, policies may be challenged by unions by way of grievances if there are legitimate reasons to do so, such as being unreasonable or if an employee is unjustly disciplined for not having complied.

The leading case which is still being followed is known as the KVP decision, whereby the arbitrator set out a number of principles which restrict the Employer's right to unilaterally impose rules. To introduce a rule or a policy, the following conditions must be met:

- 1- It must not be inconsistent with the Collective Agreement;
- 2- It must not be unreasonable;
- 3- It must be clear and unequivocal;

4- It must be brought to the attention of the teachers affected before the Employer can act on it;

5- Where the breach of the rule may be the foundation for discharge of a teacher, the teacher must have been notified of this; and  
6- It should have been consistently enforced by the Employer since the time it was brought into effect.

Condition #2 is where some confusion or difficulty may appear. The Employer has the onus to show that the rule is necessary and reasonable. This must often be balanced with the employees' rights, such as freedom of expression, which includes a person's personal appearance (piercing, tattoos, clothing) or what a person says or his/her conduct. Or such as the right to a certain level of privacy if the Employer seeks, through a policy, to know too many details as to why a teacher is absent for medical reasons. These types of examples could be endless.

There are limits which can be imposed on an individual's rights; the question is when and to what extent such limits may be binding.

Should you have any questions about specific policies in your district, please call any member of the Federation Staff.

## FEDERATION EXECUTIVE COMMITTEE 2005-2006

**From left to right seated:** Marcel Larocque (V-P. AEFNB), Indu Varma (Co-President), Louise Landry (Co-President), Brent Shaw (V.-P. NBTA);

**Standing:** Marilyn Boudreau (NBTF Staff), Wesley Tingley (NBTA), Daniel J. Martin (AEFNB), Bob Fitzpatrick (NBTA Staff), Heather Smith (NBTA), Brian Bawn (NBTA), Richard Caissie (AEFNB Staff), Gilberte Michaud (AEFNB), Monique Caissie (AEFNB), Kevin Sheehan (NBTF Staff), Robert Gagné (NBTF Staff).



## Policy 202 - Substitute Teachers, Hiring Practices and Recall Rights



Each year, Federation staff receive a host of questions from substitute teachers who have been hired to replace an absent teacher. Many inquire about their rights under the Collective Agreement, as well as other benefits they may be entitled to. The response to these queries is conditional on the particular circumstances in which the substitute teachers were hired and the nature of the absence of the teachers they are replacing.

Article 21.01 of the Collective Agreement reads: "The Employer will make a reasonable effort to hire certified supply teachers to replace absent teachers." With the exception of short-term substitute assignments, which can vary from day to day, the vast majority of these assignments fall into one of two categories: a long-term supply assignment or a Schedule D contract assignment.

The Department of Education's **Policy 202** establishes wages and working conditions for substitute teachers. The policy identifies the circumstances upon which a school district will award a Schedule D contract to a substitute teacher.

### Hiring Practices

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

*i) for every assignment expected 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 every assignment expected to last at least three months, when that 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. OR

*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 are considered as continuous service.

**6.4.7** *Notwithstanding paragraph 6.4.6, 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.*

The policy identifies a long-term supply assignment as one expected to last more than twenty (20) workdays. Therefore, a substitute teacher may still receive a contract under 6.4.6 (iii) even if he/she replaces more than one teacher in more than one school.

### Recall Rights

A substitute teacher who serves in such capacity for more than six (6) months and is awarded a Schedule D contract is entitled to recall rights under Article 48 of the Collective Agreement when the supply contract terminates. The maximum recall period for a Schedule D laid-off teacher shall be eighteen months.

It is important to note that some teaching contracts awarded to substitute teachers under the Collective Agreement do not afford recall rights. These are Schedule C (Local Permits), Schedule E (Special Term Contracts) and Schedule L (Certificate I, II and III Replacement Teachers). These teaching contracts are only awarded on an exceptional basis.

**Policy 202** contains other relevant information on substitute teaching and you may access a copy from the Department of Education Web site or from your district office.

## LATEST NEWS FROM THE FEDERATION



The New Brunswick Teachers' Federation is pleased to welcome **Renée Albert**, as the new **Library Technician for the NBTF Resource Center**. Renée is originally from Allardville, NB and is a recent graduate from the CCNB in Campbellton. Fully bilingual, Renée looks forward to her new job.

If you are in need of certain books, materials or documents, please contact Renée by:

**Telephone:** (506) 452-1726

**Email:** [fedres@nb.aibn.com](mailto:fedres@nb.aibn.com)

**Fax:** (506) 453-9795

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

**We are now on line.... come visit us!**

The Federation's administrative staff welcomes your questions, comments and / or suggestions on any article in this issue of **FOCUS** or for upcoming issues. Please direct them to any one of the following:



**Robert Gagné**  
Executive Director

[gagnerob@nbnet.nb.ca](mailto:gagnerob@nbnet.nb.ca)

506-452-1741



**Kevin Sheehan**  
Deputy Executive Director

[sheehank@nbnet.nb.ca](mailto:sheehank@nbnet.nb.ca)

506-452-1737



**Marilyn Boudreau**  
Labour Relations Officer

[marilyn.boudreau@nb.aibn.com](mailto:marilyn.boudreau@nb.aibn.com)

506-452-1830