

Issue # 7
January 2006
In this Issue:

Important News for June Retirees

Schedule D Contract Teachers and
30 Days of Maternity Benefits

Storm Days: Frequently Asked
Questions

Parent Teacher Communications:
Comments and Guidelines

News from the NBTF Group
Insurance Trustees

Compassionate Leaves:
Relationships under Article 32

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

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:

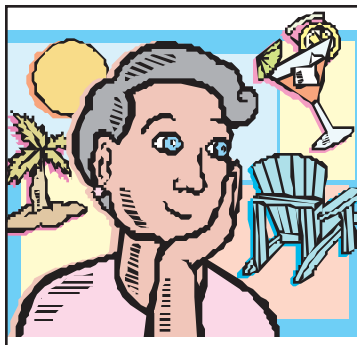
Robert Gagné, Marilyn Boudreau,
Edouard Allain, Kevin Sheehan, Larry
Jamieson

Editor & Graphic Design:

Marilyn Boudreau

ISSN 1710-4238

FOCUS



Thinking about retiring in June 2006?

If you've answered yes to this question,
then here are some important facts
you need to know. This article was
written by Larry Jamieson, NBTA
Director of *Teacher Welfare
Services*.

June 2006 Retirees – New Payroll Practices That Will Affect You

Earlier this fall, school districts and
the New Brunswick Teachers'
Federation were advised that a
change would be made, effective
with June 2006 retirees, in how the
"summer money" and first pension
payments will be handled. In the past,
when teachers retired at the end of a
school year, June 30th, they continued
to receive their "summer money" during
the four (4) pay periods of the summer
even though they had effectively
terminated their employment with the
school district. In addition, their
pension income, although effective
in July, was not received until
September, when the first pension
deposit arrived.

The Auditor General of the
Province of New Brunswick has
recommended that this practice be
changed. The effect will be that
when teachers retire and terminate
their employment, they will receive
all monies owed to them (their
"summer money") in the pay period
in which their termination date falls.
Likewise, their pension income will
also start to be received in the

month following their retirement
(termination), as long as their
retirement paperwork is completed
on time.

Regular deductions (such as EI,
CPP, pension contributions, etc.)
will continue to occur from the
"summer money" since these
deductions are spread out over the
school year.

There are two (2) major
implications to this change in
practice:

- 1) Since Pensions Branch
requires your completed retirement
paperwork a minimum of 90 days
prior to the first pension payroll,
teachers retiring at the end of June
2006 will have to have this
paperwork completed through their
district offices before the end of
March 2006. In fact, since a
significant number of teachers are
anticipated to retire during the
coming year and since many
teachers also apply to purchase
pension service as they retire...

(Article continues on page 2)

June 2006 Retirees – New Payroll Practices That Will Affect You

(article continues from page 1)

it is strongly advised that any teacher considering retirement at the end of June 2006 have this paperwork completed by early to mid-February 2006.

2) Group insurance premiums for basic life, health and dental coverage are increased with the first pension cheque since retirees do not benefit from the subsidy through the Collective Agreement. This change means that these premiums will increase as of the July pension cheque.

Teachers will now receive all money owed to them (be it “summer money” or pension income money) at the time they should receive it. After all, it is your money and you can decide to use it or invest some of it earlier than in previous years. In addition, the new practice outlined above is identical to the practice used when teachers decide to retire during the school year. From that standpoint, everyone will now be treated in the same way.

If anyone has specific questions about this new payroll practice, please feel free to contact your district payroll office, Compensation & Employee Benefits Division, Office of Human Resources (Pensions Branch) at:

453-2296 or 1-800-561-4012
or Larry Jamieson at 452-1746 or by email at:

jamiesonl@nbnet.nb.ca

**HAPPY
RETIREMENT!**



NOTICE TO FEMALE SCHEDULE D CONTRACT TEACHERS

Teachers who have a Schedule D contract and who become pregnant are entitled to the maternity benefits under Article 33 (A) of the Collective Agreement.

Your due date may affect when the 30 paid days may be taken. If you can finish the school year and your due date is during the Summer or Fall, you will have to have been recalled to a position to get the 30 paid days.

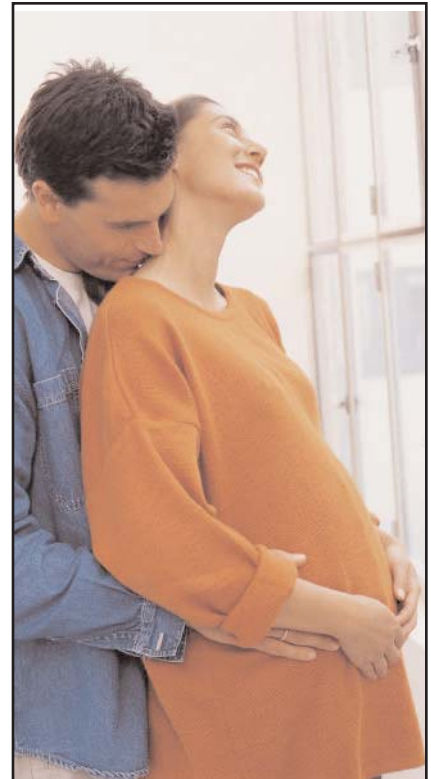
Otherwise, you will have to take the paid leave before the end of the school year, thus before the expiration of your contract.

If you wish to finish the school year while not knowing if you will be recalled, then you will need the district's

written commitment that you will receive the 30 paid days after the end of the school year. If you aren't able to secure this written commitment, then **you will have to take the 30 days before the end of the school year or stand to lose this benefit.** This commitment should be obtained by communicating with Human Resources at the district office.

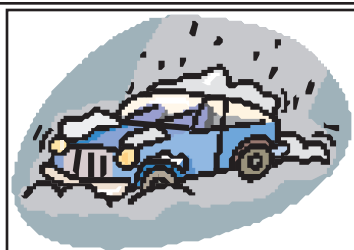
The Employer's position is that once your contract D expires, you lose your “employee status” until you are recalled to another position. Not having employee status means you cannot receive benefits provided in the Collective Agreement. The NBTF does not agree, but unless a teacher loses benefits, it is not possible to file a grievance to challenge the Employer's position. Therefore, it is in your best interest to follow the above advice to make sure you will receive your benefits.

Contact the NBTF if you have any further questions on this issue or any other issues regarding your D Contract.



A father was teaching his son about morals, and told him that there are two wolves inside each person. One of the wolves represents pride, spirit, inner beauty, and everything good. The other wolf however, represents darkness, crime, and everything evil. The son then asked “But dad, which one wins?” to which the father replied “Whichever one you feed.”

Story by Ian Campbell, Coast Salish chief from the Squamish First Nations.



STORM DAYS

frequently asked questions



What is the Situation for a Teacher who is on Leave when there is a Storm Day?

First of all, we must refer to Article 16 of the Collective Agreement which states that the total number of 195 teaching days includes any days when the school in which the teacher is regularly employed is closed due to inclement weather. These days are then part of the school calendar and there is no option of making up for these teaching days elsewhere in the calendar year.

The NBTF and the Employer have agreed on an interpretation for a teacher who is on sick leave at a time when the school is closed because of inclement weather. If the teacher is in school the day previous to the storm day or the day following that storm day, then we will assume that the teacher would have been at work during the storm day. A sick day will not be deducted in such a situation. For example, if the storm day is on a Thursday and the teacher was absent for health reasons on the Wednesday but is at work on the Friday, then we will simply assume that the teacher would have been at work on the Thursday which was the storm day. The day will not be deducted as a sick day.

For any teacher who is on sick leave both on the day before and the day after a storm day, we will then assume that the teacher would not have been at work on the storm day. That day will then be deducted from a teacher's accumulated sick leave.

What About Other Situations Involving a Long-Term Leave?

Obviously, if the teacher is on a paid leave and there is a storm day, there won't be any consequence since this day is already remunerated. Some leaves which fall into this category are educational leaves, paid leaves under Articles 35.02, 34.01 and 32.03, or when a teacher has been subpoenaed to testify in court. However, for teachers who are on unpaid leave, we could not expect that this storm day would be paid. The Employer has already accepted to grant a leave but the condition at the outset was that it would be without pay. Essentially, a storm day cannot make it such that a teacher would be in a better financial position than if it had not occurred.

With regards to compassionate leave, the same type of interpretation should be applied. (See page 7 of this issue for further information on Compassionate Leaves.) For example, the Collective Agreement states that a bereavement leave must be taken at the time of the situation requiring the leave. There again, the NBTF has agreed with the Employer on a joint interpretation; a bereavement leave must be taken within the period of 7 days following the time of the event (death). Saturdays and Sundays count but statutory holidays don't. A storm day would then be counted as any other day. By the way, this interpretation on bereavement leave is applicable at any time during the calendar year.

Some cases may require special consideration and we invite you to contact the NBTF for an interpretation about such situations.

For further information, please contact Robert Gagné at 452-1736, Kevin Sheehan at 452-1737 or Marilyn Boudreau at 452-1830.

www.nbtff-nb.ca

We are now on line.... come visit your Federation!



PARENT-TEACHER COMMUNICATIONS

Over the years, the Federation and the Associations have had many questions from teachers on the issue of communications with parents in sometimes difficult situations. The following comments and guidelines were prepared to be used by teachers in situations of difficulties with parents. Teachers have the right to work in a positive learning environment that the Employer has the responsibility to provide.

1. A general parent-teacher meeting is usually held early in each school year to review school programs, objectives, examination schedules, marking policies and to familiarize parents in general with the school and its staff.
2. There should be regularly-scheduled parent-teacher interviews which could involve parts of the school day or evening. Such days could be provided through Article 36.04 which includes four days, part of which could be allocated to parent-teacher interviews. Evenings can be imposed by the school district pursuant to its authority under Articles 10 and 18 of the Collective Agreement.
3. All parents should be well informed of the dates, purpose and process to be followed with respect to these parent-teacher interviews.
4. There should also be a school protocol or a school district protocol (as outlined in Policy 703) outlining procedures for parents and teachers to follow when organizing other parent-teacher communications. The following guidelines may be useful:
 - (a) Parents and teachers may arrange individual visits or interviews which would normally take place in the school after classes or during appropriate breaks. Parents cannot summon a teacher to a meeting.
 - (b) Parents should be informed that they must check with the principal or the principal's office when coming to the school to visit a teacher.
 - (c) Parents and teachers may communicate by telephone or email to obtain information or to ask questions; however, such communications must take place at a reasonable time of the day. If situations become complicated, the teacher should suggest a visit to the school where all the records are maintained and to provide a better atmosphere for discussions.
 - (d) Parents should be discouraged from dropping in the school unannounced, especially if they visit individual teachers without checking first with the principal. Persistent behaviour of this kind should be reported to the principal and the parent should be advised to follow proper procedures in arranging individual visits to the school.
 - (e) It must be clear that parents do not run the schools; this is the job of the school districts in accordance with the Education Act and the Collective Agreement. It must also be clear that the principal is in charge on a daily basis in each school as an agent of the school district and may determine who comes and goes in the school or on school grounds.

(This article continues on page 6)

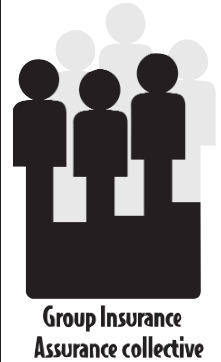
NEWS FROM THE NBTF GROUP INSURANCE TRUSTEES



Seated: Louise Landry (Co-President NBTF), Philippe Cyr (Chairperson), Jocelyne Schwenger, Indu Varma (Co-President NBTF)

2nd Row: Kathrine Soucy, Léonce Dubé, Gaétane Lévesque-Dupont, Rick Hayward, Robert Gagné (NBTF), Ellen Wright

3rd Row: Dale Weldon, Randy Moore, Dow Price, Edouard Allain, Kevin Sheehan (NBTF).



Best wishes for the New Year from the NBTF Group Insurance Trustees

As you will probably notice from your January and February pay cheques, the year will begin on a good note since your Group Insurance premiums for the Health and Dental plans will be waived for those two months. Your premiums will be covered by the surpluses accumulated over the last several years. It should also be noted that when your premiums do resume in March, a 10% increase required by the claims experience from last year will as well be covered by the accumulated surpluses. Members should be fully aware that if the claims experience for the current year remains at the same level as this past year, then there will need to be a significant increase in premiums for the year 2007. Hopefully, the experience will go back to what it had been in previous years during which the various plans were in a surplus situation. Because of the great variation in claims experience from year to year, it is very difficult for the trustees, the Consultant (Johnson Inc.) and the Carrier (Manulife) to project results on a short-term basis. Two factors seem to have been identified for the generally positive results over the last five years: the reduction of the average age of teachers and the great efforts in the area of Wellness. The trustees have provided additional funding for wellness activities over the next three years to encourage a healthier lifestyle among teachers thereby reducing the need for medication or the occurrences of long-term absences.

Suggestions for reducing costs in Health and Dental Insurance

The Health and Dental Group Insurance plans are essentially “money-in money-out” programs whereby the amount collected in premiums have to match the amount of claims being paid out and the cost of administration of the plans. In that sense, any savings that occur directly impact on the amount of premiums to be paid by the members. The Insurance company does not take the risk in those plans; we all do! For that reason, it is important for members to be vigilant and try to limit the amount of claims within the level of premiums. Here are some suggestions that could benefit not just the plans but you

as a member:

- 1- Dispensing fees vary in different areas of the Province or even in Drug Stores within one area. Members should discuss the competitiveness of dispensing fees and price mark-ups with their pharmacist and select the most reasonable ones. If you are taking medication on a regular basis, consult with your doctor and pharmacist on the possibility of purchasing a 90-day supply of your medication. This will result in significant savings for you and the plan on dispensing fees.
- 2- A reminder that if you are taking medication for acid reflux or ulcers (in most cases Losec), you should ask your doctor to take the H-Pilori test to determine whether you have the bacteria which could be eliminated through a one-time antibiotic treatment as opposed to the long-term use of medication.
- 3- There are several benefits within the health plan that can be used to offset the prolonged use of medication. Such benefits include: Counselling services (in addition to those provided by the Counseling programs), Physiotherapy, Chiropractor, Massage therapy, Allergy Elimination techniques, (NAET), Annual Medical Exams, Flu shots, Hypnotherapy, Smoking Cessation programs and others. Although an increase in the use of such services may be viewed as an additional expense to the plan, they often serve as an alternative to or substitute for medication. Members are urged to review the booklet or the web site (www.johnson.ca) to find the complete list of benefits that may be appropriate to their situation. For any claim related questions, please do not hesitate to contact Johnson Inc. at 1-800-442-4428 or email at fredericton@johnson.ca.
- 4- Members are encouraged to question their dentists and even seek second opinions in the area of dental care and dental work. Claims reimbursement is based on the General Practitioners Dental Society Fee Guide for most situations but there are dentists and specialists who charge more for certain procedures than the fee guide provides. In those situations, the member may wish to have the procedure done by another dentist who does charge the rate provided in the Fee Guide and therefore not have to pay the difference.

PARENT-TEACHER COMMUNICATIONS: a few suggestions

(ARTICLE CONTINUED FROM PAGE 4)

- (f) On occasion, the principal may deem appropriate to write to individual parents emphasizing communications procedures with the school and clarifying how they must conduct themselves when meeting with teachers. Copies of such letters should be sent to the Director of Education so that the employer will be informed. The principal may also deem appropriate to report other incidents involving parents and teachers to the Director of Education so that the employer will be prepared to take action, if necessary.
- (g) Teachers are not required to put up with persistent verbal abuse by parents - either in person, on the telephone or by emails - and teachers should not tolerate harassment:

in person - teachers need to listen to the concerns of parents, recognizing that they may be upset at the beginning but will usually settle down after a reasonable period of time and discussion. However, if effective communication is impossible, it should be reported to the principal and the teacher should refuse to meet with the parent unless someone else is present, preferably the principal. There may be a point in time when a school staff may refuse any further meetings with a persistently difficult parent.

telephone - teachers should exercise appropriate tolerance in dealing with parents on the telephone; however, if the language is abusive and persistent and there appears to be no resolution in sight, a teacher should indicate, if possible, that further discussion on the matter should be continued at the school and that the parent should call the principal and arrange an acceptable time to meet with the principal and the teacher. There may also be times when a teacher should simply hang up the phone.

harassment - teachers should not be subject to any harassment by parents. It is a primary responsibility of the employer to protect teachers against such harassment; however, the teacher should also contact the NBTF if any parents are taking action at the community level or in any other fashion which could result in damage to the teacher's reputation and professional image. The NBTF has taken action in the past through legal counsel to warn parents who are behaving as such could be defined as harassment or defamation against a teacher.

NOTE: Section 13 of the *Education Act* states in part: "... a parent is expected to communicate reasonably with school personnel. It is the responsibility of the parent of a pupil and of school personnel to conduct themselves in a respectful manner and to follow established procedures..." Thus, if a parent does not behave appropriately, he / she may lose the right to communicate with a teacher or even the school.

5. The NBTF will not tolerate threats of violence or physical assault on teachers. Assaults of any kind must be reported to the principal and to the Director of Education. If the school or the employer takes no action, contact the NBTF for advice and legal assistance.
6. For more extreme situations, the *Trespass Act* may be used to prevent parents from coming on school property. In addition, Section 22 of the *Education Act* states that a teacher may expel any person who creates a disturbance at school; if they refuse to leave, the police could be called to assist and to charge the person. It also states that a person on school property will commit an offense when he or she uses threatening or abusive language or speaks or acts in such a way as to impair the maintenance of order and discipline.

Compassionate Leaves: Relationships under Article 32

Article 32 of the Collective Agreement provides paid leave for relatives of a teacher. The Employer will sometimes seek information as to the relationship of the relative, before granting leave, because while some relationships are clear, others described require some definition.

Article 32.01

A teacher shall be granted bereavement leave in the event of the death of the teacher's mother, father, spouse, child, brother, sister or parent-in-law without loss of pay for five (5) teaching days.

Note: *"parent-in-law" includes the father and mother of the teacher's spouse. It does not include the grandmother and grandfather of the teacher's spouse.*

Article 32.06 states that:

(a) A Husband or Wife, or (b) an individual who has been cohabitating with the teacher for a period of not less than one (1) year.

Article 32.02

A teacher shall be granted bereavement leave in the event of the death of the teacher's grandmother, grandfather, sister-in-law, son-in-law, daughter-in-law, grand-daughter, grandson, aunt, uncle, niece, nephew, without loss of pay for three (3) teaching days.

The Employee - Employer Relations Committee has agreed to the following application:

"sister-in-law" includes:

- * the sister of your spouse
- * the wife of your brother
- * the wife of your brother-in-law

"brother-in-law" includes:

- * the brother of your spouse
- * the husband of your sister
- * the husband of your sister-in-law

"uncle" includes:

- * the brother of your father or mother
- * the husband of your aunt

"aunt" includes:

- * the sister of your father or mother
- * the wife of your uncle

"niece" includes:

- * the daughter of your brother or sister
- * the daughter of your brother-in-law or sister-in-law

"nephew" includes:

- * the son of your brother or sister
- * the son of your brother-in-law or sister-in-law



Note: In all cases of bereavement leave, such must be taken within seven (7) days following the time of the event (death). Saturdays and Sundays count, but Statutory Holidays do not.

Should you have any questions about this information, please contact any member of the administration staff: Robert Gagné, 452-1736, Kevin Sheehan, 452-1737 or Marilyn Boudreau, 452-1830.

LATEST NEWS FROM THE FEDERATION



Wayne Flinn, Printshop Supervisor, retired from the Federation staff last November, after 32 years of loyal service. Throughout the years, **Wayne** has provided quality work to the staff and the teachers of this province. Wayne was also a big help in securing outside contracts for all types of work needed inside and outside the building. On behalf of all the active and retired teachers, the New Brunswick Teachers' Federation wishes him a well deserved retirement.

Since **Wayne's** retirement, the printshop has been operating with two staff members: Ernie Pendrigh and Mike Reed, who is now the new Supervisor. There are no plans to hire additional staff since it is agreed that with the arrival of new technology, the printshop can now function with two staff people.

The New Brunswick Teachers' Federation and Staff Mourn the Loss of Nicole Hachey

The staff at the NBTF building was deeply saddened by the sudden passing of **Nicole Hachey** who had recently retired as the building's receptionist.

Nicole was known to teachers as the friendly and helpful voice on the telephone and the warm and smiling person who would greet everyone entering the building. She was always willing to go the extra distance to help anyone.

To the staff in the building, **Nicole** was the



NICOLE HACHEY
1948 - 2005

affectionate mother figure who would be constantly arranging activities or providing treats, everything to make people feel as happy as she always was. We will all miss her dearly.

A funeral service for **Nicole Hachey** was held on Wednesday, January 4, 2006 at l'église de la Paroisse des Pays-Bas in Fredericton.

The NBTF offers its deepest sympathies to her husband Alfred, her children, Nadine and Serge, her grand children, Kari-Lynn, Andrew and Matthew and to her mother Hélène Jean.