

## Issue # 9

September / October 2006

### In this Issue:

**The Employer Limits the Use of ICT:  
What Every Teacher Should Know  
About Policy 311**

**Practical Workshop for Grievance  
Officers and Alternates**

**Class Size Reductions Begins in 2006**

**Important Documents Every Teacher  
Should Read**

**New Guidelines for Fathers Wishing to  
Take Parental Leave Under Article 33  
(A) 04**

**Important Information for Contract D  
Teachers: EI Benefits and Maternity  
Leaves**

**From Group Insurance Trustees:  
Salary Continuation Plan**

**Benefits From Bargaining which take  
Effect in September 2006**

**NBTF Board of Directors Looks at the  
MacKay Report**

**Replacement of All Absent Teachers in  
2006**

**One-Time Contribution in September**



**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](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 Employer Limits the Use of ICT: What Every Teacher Should Know About Policy 311**



The Department of Education's Policy 311, revised in September 2000, stems from *Articles 3 and 42(1)* of the *Education Act*. It imposes responsibilities upon teachers and limits the use of ICT, thus Internet and e-mail, in the province's public school system to all users (students, volunteers, support staff, teachers, etc.), during and after school hours, whether from the school and the individual's residence.

It is important that teachers know the responsibilities entrusted upon them with Policy 311. They must also know the limits imposed on the use of ICT, because if misuse is proven, teachers may expose themselves to serious disciplinary actions including dismissal.

The teachers' twenty-two (22) responsibilities pertaining to the use of ICT are listed in Section III of the Policy. For example, did you know that teachers must:

- *be aware that creating, accessing, storing, sending or printing messages and other materials which are generally considered to be: unlawful, obscene, pornographic, erotic, abusive, discriminatory, hate-motivated, harassing, demeaning or otherwise objectionable will lead to severe penalties;*
- *refrain from using free e-mail (i.e. commercial, advertiser-sponsored service such as Hotmail);*
- *refrain from using unprotected chat sites;*
- *report to the proper authority, (...) any material received or stored in any manner (...) which appears to be in violation of the policy;*
- *report inappropriate messages or messages which make the recipient feel uncomfortable;*
- *refrain from using Internet/network resources to access/store games for recreational purposes. Avoid any high volume transmission which is likely to place the stability of the infrastructure at risk;*
- *refrain from transmitting unsolicited bulk information (SPAM). This includes: junk mail, advertising, jokes, solicitation, chain letters, virus alerts not originating from the system administrator and announcements of non-governmental social or sporting events/information;*
- *apply efficient usage and appropriate rules of behaviour or etiquette, commonly called netiquette.*

The Employer can verify the use or misuse of ICT by special monitoring and/or reading of an individual's electronic files and e-mails. These actions may be undertaken without notification to the individual and without his/her knowledge.

Therefore, it is then expected that teachers, as always, adopt an exemplary conduct. They have the responsibility of supervising the use of ICT in school, whether theirs or the students. Policy 311 provides that: "*any violation of the standards set out in the policy may result in immediate termination of Internet and e-mail access without notice and any other disciplinary measures which may apply. (...) Infractions involving criminal activity will result in police involvement.*"

It is strongly recommended that teachers read carefully the provisions contained in Policy 311 and that they check with their Principal if they are uncertain regarding the status of materials or the appropriateness of projects to be undertaken with pupils.

You may get a copy of Policy 311 through your District Office or download a copy from the government's Web site: <http://www.gnb.ca/0000/policies.asp>

**PRACTICAL WORKSHOP FOR GRIEVANCE OFFICERS AND ALTERNATES**



The New Brunswick Teachers' Federation Administrative Staff will conduct a one-day practical workshop for Grievance Officers and Alternates in Fredericton on **Wednesday, November 8, 2006.**

The information package will be sent out by e-mail to all Grievance Officers and Alternates in late September of 2006 with a copy to all Branch Presidents and members of the Federation Board of Directors. Grievance Officers and Alternates will be asked to register on-line before October 20, 2006.

The workshop will focus on practical issues: how to file a grievance, how to fill out the paper work, how to hold actual meetings at both levels with the Employer, how the Appeal Mechanism works and, of course, what are the different policies Grievance Officers and Alternates must follow.

**The workshop will begin at 9:30 a.m. at the Federation building, 650 Montgomery Street, Fredericton, and will continue until 4:00 p.m. Expenses will be covered by the NBTF.**

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

**Class Size Reductions Begins in 2006**

**ARTICLE 20 -- CLASS SIZE  
September 2006**



**20.01** Whenever reasonably practicable the normal class size shall be twenty-nine (29) pupils. No class size shall exceed thirty-two (32) pupils.

**20.02** Notwithstanding Clause 20.01, the maximum class size for grades 4 - 6 inclusive shall be thirty-one (31) pupils; however, if unforeseen circumstances arise, the maximum class size may be increased to thirty-two (32) pupils.

**20.03** Notwithstanding Clause 20.01, classes exceeding thirty-two (32) 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-four (24) pupils.

**20.05** Notwithstanding Clause 20.01, the maximum class size for Grade 3 shall be twenty-nine (29) pupils; however, if unforeseen circumstances arise, the maximum class size may be increased to thirty (30) pupils.

**20.06** The maximum class size for kindergarten shall be twenty-four (24) pupils.

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

<u>Grades 1-3</u>	<u>Grades 3-5</u>	<u>Grades 5-12</u>
19	26	27

(2) A kindergarten class which is combined with any other grade shall not exceed nineteen (19) pupils.

**Please note:** These numbers will be reduced by one until the 2009-2010 school year. The revised Article 20 will be posted on the Federation's Web site (LATEST NEWS) each year these numbers are affected. Should you have any questions regarding this article or any other article in the Collective Agreement, please contact Robert Gagné, Kevin Sheehan or Marilyn Boudreau at the NBTF at 452-1736.



## New Guidelines for Fathers Wishing to Take Parental Leave Under Article 33 (A) 04

The following are the new dispositions agreed to by the Employee-Employer Relations Committee concerning future parental leaves requested by male teachers. "On the occasion of the birth of his child, a male teacher shall be granted on request, leave with pay for five (5) consecutive working days which must be taken within twenty-one (21) calendar days of the date of birth of his child."

## Attention Shedule D Contract Teachers

### Entitlement to EI Benefits During the Summer Months

In November 2005, the NBTF had been advised by Human Resources Development Canada of a change in the interpretation of Employment Insurance Regulation (EIR 33). These changes were communicated to teachers in a communiqué dated November 18, 2005. This new interpretation now prevents all contract teachers from drawing regular Employment Insurance benefits during any non-instructional period that fall during the term of their contract which then meant (Christmas and March Breaks). The Commission was clear, however, that there would be no change to the past practice which saw Schedule D teachers receive EI benefits in July and August.

In June of 2006, HRDC informed the NBTF that they would now examine the claims of D contract teachers based on recent adjudication decisions as to their entitlement to benefits during the summer months.

Further meetings were held between representatives from the NBTF and from HRDC. On Friday, June 23, 2006, HRDC advised the NBTF that once a teacher is offered a Schedule B contract or signs a Schedule B contract, he/she would be disentitled to Employment Insurance benefits from that date forward.

The rationale for this interpretation as provided by HRDC is essentially as follows:

"A Schedule B contract runs from 1 July to 30 June, as the school year is defined in the NB Education Act."

"Once a teacher agrees to or signs a B contract, any non-teaching period that falls within the dates of the contract is not payable for Employment Insurance unless he/she qualifies to receive benefits with respect to employment in an occupation other than teaching."

**Article continued on page 4**

### Maternity Leave and Entitlement to Benefits Under Article 33 (A) of the Collective Agreement

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.

*33 (A) 01 In case of pregnancy, a teacher shall be entitled to thirty (30) teaching days leave at full pay which said days shall not be deducted from her accumulated sick leave. Upon written request from the teacher:*

*(a) the thirty (30) teaching days may be broken down into no more than two (2) leave periods; and*

*(b) the payment of the thirty (30) days or any portion thereof may be deferred to July and August.*

Depending on the due date, the payment of the 30 paid days may be affected. If a teacher can finish the school year and her due date is during the summer or the fall, she will have to have been recalled to a position to receive the 30 paid days. **Otherwise, she will have to take the paid leave before the end of the school year, thus before the expiration of her D contract.**

Teachers wishing to finish the school year, while not knowing if they will be recalled, need the district's written commitment that they will receive the 30 paid days after the end of the school year. If they are not able to secure this written commitment, then **they will have to take the 30 days before the end of the school year or stand to lose this benefit.** Teachers in this situation should contact the office of Human Resources in their district to obtain this commitment.

The Employer's position is that once a D contract expires, teachers lose their "employee status" until they are recalled to another position. Not having employee status means teachers 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.

## Important Documents Every Teacher Should Read

The Federation Administrative Staff will sometimes meet with a teacher who, after being convened to a meeting at School District under Article 55 of the Collective Agreement, will explain his or her behaviour by saying: "I didn't know about that policy" OR "I didn't know I couldn't do that."

Teachers have the responsibility to stay informed about their rights, obligations and responsibilities and to do that, they must begin by reading the following documents:

1- The **Collective Agreement** outlines the teachers working conditions. It is a legal document signed by both the New Brunswick Teachers' Federation and the Board of Management of the Government of New Brunswick. The Collective Agreement is binding on both parties.

2- The **Education Act** imposes by Law the rights, duties and responsibilities of all people within the New Brunswick school system. The **Education Act** has priority over the articles in the Collective Agreement.

3- The **Regulations of the Education Act** also outlines the responsibilities and duties of a teacher within the school system; however, the articles contained in the Collective Agreement have priority over the **Regulations of the Education Act**.

4- **The Policies governed by the Department of Education: Policies 202, 311, 701, 703, 704.** These policies are available on-line on the Department of Education's Web site at [www.gnb.ca](http://www.gnb.ca) and can be downloaded any time. Other important policies are also available on the same site.

5- **The Harassment in the Workplace Policy** governs the inappropriate behaviour of all Government Employees in the Province of New Brunswick and states clearly that intimidation and harassment will not be tolerated. It also establishes guidelines for employees who wish to file a complaint for harassment, intimidation, abuse and/or poisoned work environment. The policy is available on the Government of New Brunswick's Human Resources' Web site or at the district office.

6- The **Code of Professional Conduct** is published yearly in the members' Association calendar. By becoming a teacher, all members of the NBTA pledge to practice the profession according to the highest ethical standards, and acknowledge their responsibility to the teaching profession. The **Code of Ethics** is based on Teacher-Student relations, Teacher-Teacher/Professional relations and Teacher-Employer relations.

7- **FOCUS and Federation Communiqués** are documents distributed on a regular basis to all teachers. They contain important information that may impact teachers' working conditions. FOCUS is also available on-line and past issues can



be downloaded any time.

8- The **Federation Web site** [www.nbtff-nb.ca](http://www.nbtff-nb.ca) is a unique communication tool that frequently updates information for all teachers, gives news and information related to the Collective Agreement and the Employee-Relations

Committee, from the Employment Insurance Office or the Labour and Employment Board. Teachers should be visiting the Web site a least twice a month and click on **Latest News** for updated information.

**The Federation's Administrative Staff is always available to guide teachers through these documents and to advise them on any issue. Please contact Robert Gagné, Kevin Sheehan or Marilyn Boudreau at 452-1736.**

## ENTITLEMENT TO EI BENEFITS DURING THE SUMMER MONTHS....

(From page 3)

"A contract for teaching can be either written or verbal. It is reasonable to conclude that there is a new contract if both the employer and the claimant agree that a verbal agreement was concluded. The contract can be full-time teaching, for a few days each week or even a few hours each day. Unless the contract is terminated - regardless of the terms of the contract - no benefits can be paid during any non-teaching period."

The Federation is of the view this is inconsistent with the written interpretation from HRDC provided last fall. It is also inconsistent with the past practice in which a Schedule D teacher could receive benefits during July and August prior to their first Schedule B contract. What is most contentious is the fact that this interpretation was provided on the next to last day of the school year. The Federation has since presented its arguments to the Commission's Appeal Tribunal on August 24, 2006. Once known, the Tribunal's decision will be posted on the NBTF's Web site in *Latest News*.

This situation will probably come up again next summer. Contract D teachers hoping to receive a B contract for the 2007-2008 school year should make financial arrangements now for next summer. The Federation will assist teachers needing more information on this issue. However, all members should also call their local EI Office to discuss their admissibility to EI benefits.



## News from the NBTF Group Insurance Trustees: Salary Continuation Plan

The Trustees will be meeting on October 30 and 31 to determine the premiums for the various group insurance plans for the year 2007. The Trustees will also consider an actuarial study which has been done in June in order to achieve the best possible balance both in terms of the benefits for the various groups of members and in terms of the rates payable for these same groups. Obviously, any major change within the various groups either in coverage and/or in premiums will be brought to the Federation Executive Committee and the Board of the Directors for discussion.

In other areas, the Trustees, with the help of Manulife, will be holding an enrollment campaign for the accidental death and dismemberment insurance option. You should receive information in the schools during the month of September. This campaign is part of the Trustees' mandate which is not necessarily to sell insurance but to ensure that the members have access to adequate protection for their families in the area of life and accident insurance.

For the same reason, the Trustees are somewhat concerned with a perception which seems to exist with certain members regarding the fact that the salary continuation program is not adequate and doesn't offer valuable protection. In light of that, the Trustees have obtained the following statistics:

**NBTF – Claims Received and Outcomes  
2000-2005**

Year	Received	Approved	Denied
2000	12	10	2
2001	11	7	4
2002	9	9	0
2003	13	10	3
2004	11	10	1
2005	11	8	3
	<b>67</b>	<b>54</b>	<b>13</b>

The above data indicates that the claims have been approved at a fairly high percentage. It should also be noted that those claims which have not been approved initially have been put to three levels of appeal within the insurance company itself and some of them have gone to third party arbitration which is available within the plan to any member not satisfied with the decision. If the member is successful, reasonable legal costs are reimbursed and the costs of the arbitration are

borne totally by the plan. That is a rather rare mechanism in the area of salary continuation and one which several of our members have used.

In addition, prior to the levels of appeal, the Johnson administration and the Liaison Officer can help members to prepare their case for appeal at the various appeal levels.

The Johnson administration and the Liaison Officer have been made aware of several unfortunate or even tragic situations where teachers have found themselves in situations of total disability with very little protection from the pension plan and no protection from salary continuation. In some cases, it was a case of people having chosen to opt out from the automatic enrollment applicable to all new teachers upon the signature of a "B" contract and subsequently wanting to be reinstated in the plan but being denied access because of proof of insurability requirements.

At the October meeting, the Trustees will again look at the Salary Continuation premium which is currently at 1.1% and the accumulated surpluses in an effort to improve the participation rate of the plan.

No salary continuation plan provides disability benefits without any conditions or qualifying criteria. The reality is that any claim for disability must be medically substantiated and must be the subject of a fairly comprehensive medical review by Manulife Financial.

The Trustees believe that new teachers should seriously consider this protection before canceling and that other teachers who have chosen not to prevail themselves of this insurance should give it some thought. It is obvious that at some level in your career, salary continuation may seem too high a price to pay. For example, someone who has accumulated 30 years for pension purposes is already insured of 60% of the average of their best five years. The 60% however is taxable while the benefits from the salary continuation are not. However, if the number of pensionable years accumulated is not high or if someone's health is rather precarious, it is always a good idea to have such a protection because it means the premiums you pay are a small investment in the security of your family, should a disability occur.

The NBTF Group Insurance Trustees wish you a profitable, pleasant and an especially healthy school year!

## Initiatives Pursuant to the Collective Agreement

As we begin a new school year, teachers are reminded to take note of a number of initiatives pursuant to the Collective Agreement. Effective September 2006, the maximum class size under Article 20 shall be reduced by one student at each grade level. This reduction will also apply to combined classes. As a result of the Minister of Education's announcement when the provincial budget was tabled last spring, further class size reductions by one student at each grade level are anticipated in each of the next three school years.

In accordance with the Letter of Understanding, signed following the last round of bargaining, the provincial fund established to assist teachers with issues related to classroom composition has been increased to \$1,000,000 for the current school year. Two Joint Action Committees (one for the NBTA and one for the AEFNB) administer the fund and have established guidelines in which teachers can access support in providing services to students with the exceptional needs. Each Association has posted on its respective Web site detailed information on the mandate of the committees, guidelines for the use of funds, and information regarding the application process.

The Teachers' Working Conditions Fund has been established at \$1 million for the 2006-2007 school year. The school districts will advise each school as to the amount which they will receive. Forty (40) percent of the fund shall be distributed equally to each school and 60% will be distributed proportionally to each school based on the number of full-time equivalents (FTE's) as of September 30<sup>th</sup>.

Each school will appoint a teachers' committee to manage the Fund and this committee will have complete discretion for its use related to projects for Article 19 (Preparation Time) and Article 22 (Non-Teaching Duties). Any suggestions from the school 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.

Requests for use of the Fund may be submitted by any member of the teaching staff to the committee.



The hiring of personnel, purchasing of goods and services or any other expenditure which results from the utilization of the Fund shall be administered and processed by the School Districts.

Projects financed by the Fund must have a duration equal to the amount of funding allocated; under no circumstances shall these projects create a continuing obligation, financial or otherwise, for either the Employer or the teachers. The objective of this Fund is to improve the working conditions of teachers, which also includes school administrators. The teachers' committee may include a representative from the school administration as well as teachers from other levels in the school. While administrators may participate on the committee, the discretion to administer the funds rests with the teacher committee, as a whole, in accordance with Article .02 of Schedule K of the Collective Agreement.

Effective September 1, 2006, the funding formula for providing administrative time to teachers holding positions of responsibility shall be enhanced. Under the new formula, one teaching position shall be allocated for every 275 students compared to one for every 300 students, which was the calculation used in the past. This measure should provide administrators greater time to focus on duties related to school administration.

As a final note, teachers are advised that the salary grid will be adjusted on two occasions during the 2006-2007 school year. There was a 2% wage increase effective September 1, 2006, with a further 2% wage increase March 1, 2007.

## The Federation Board of Directors Will Look Closely at the MacKay Report



The Federation Executive Committee, at its regular meeting in June 2006, examined the items identified in the MacKay Report which were deemed of Federation interest. The following recommendations were targeted by the Executive

Committee: extra day for PD, higher remuneration of Methods and Resource teachers, a new Certificate 7, time for dialogue and collaboration for teachers (substitutes), reorganization of secretarial time, creating student assistant positions, redefining the work of teacher assistants, changes to the Education Act that suggest taking the responsibility for the placement of students from the Superintendent and giving it to the Principal, monitoring and improving professional competence, improving public confidence in teachers by maintaining and perhaps publishing the professional competencies of teachers, and finally looking at inclusion in collective bargaining (bus drivers, teachers, teacher assistants, secretaries, etc.). Discussions were held on these topics in view of establishing an action plan.

It seems that the Government's Steering Committee has already begun its work but the Associations have not yet been invited to participate nor has the Federation's input been invited. A number of points raised by Mr. MacKay interact inevitably with provisions in the Collective Agreement; therefore, the Federation Executive Committee believes that the Federation must play a key role in any changes proposed by the Government's Steering Committee. It also felt that the next round of bargaining would probably see discussions on some of these key recommendations outlined in the MacKay Report.

A summary document listing the particular recommendations identified by the Executive Committee was prepared and will be presented at the October Board of Directors' meeting for information and discussion. Teachers can expect that the Board of Directors will make recommendations for action to the Executive Committee.



***Welcome new teachers! May this school year meet with all your expectations. Here is important information about the your Federation, the NBTF, and services it provides to members.***

The New Brunswick Teachers' Federation, (NBTF), is a bilingual organization and, therefore, all services are offered to members in the language of their choice. It represents approximately 7600 members in the negotiation and application of the Collective Agreement with the Board of Management. This includes acting on behalf of teachers in employee-Employer related issues with the Board of Management, School Districts, and the Department of Education. As you read this newsletter, the Federation will have submitted its' written brief to the Conciliation Board. Teachers are invited to check their mailboxes for further communiqués related to the status of the ongoing negotiations.

The NBTF is also responsible for pensions and teacher certification, although the two Associations do the actual work in those two areas. In addition, it provides its members with information and guidance in the areas of group insurance and counselling programs. Another mandate of the Federation is to provide a variety of support services to the two professional Associations, NBTA and AEFNB, in the areas of printing services, Resource Centre, and all administrative and management services related to the Federation building.

Finally, according to the NBTF Policy, the Federation is responsible for the costs related to the purchases of commonly used furniture and equipment, maintenance and repair of the Federation building and grounds.

***Teachers are invited to call a member of the administrative staff should they need information or have any questions.***

***Have a great school year!***

## Replacement of All Absent Teachers in 2006

In June 2006, Federation Administrative Staff met with the Deputy Ministers of Education to discuss the continuing practice of some districts not making a reasonable effort to replace all absent teachers even though the Labour and Employment Board has decided that the Employer was in violation of Article 22 of the Collective Agreement.

After this meeting, a letter signed by the Deputy Ministers and addressed to Superintendents directs all districts to make a reasonable effort to replace all absent teachers with certified supply teachers no matter the reason for the absence, or the position held by the absent teacher. The Deputy Ministers also clearly indicate that these efforts MUST continue even though the Department of Education was taking the decision of the Labour and Employment Board to judicial review.

Any questions or comments on this issue should be directed to a member of the NBTF Administrative Staff.

## ONE-TIME CONTRIBUTION in SEPTEMBER

As decided by the Board of Directors when they approved the 2006-2007 NBTF budget, there will be a one-time contribution of \$20 per teacher in addition to the regular dues this fiscal year. This sum will be deposited in a separate contingency fund for the next round of negotiations.

There will be 27 pays this year as opposed to the usual 26. Since three pay cheques will be issued in September 2006 and since there are no regular dues deducted from the third pay cheque, **teachers are advised that the one-time \$20 contribution will be deducted from the September 29th pay.**



# www.nbtf-fenb.nb.ca

Click on LATEST NEWS Regularly for Updated Information!

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

506-452-1741



**Kevin Sheehan**  
Deputy Executive Director

sheehank@nbnet.nb.ca

506-452-1737



**Marilyn Boudreau**  
Labour Relations Officer

marilyn.boudreau@nb.aibn.com

506-452-1830