

EMPLOYER PROPOSALS

**IN THE MATTER OF NEGOTIATIONS
FOR THE RENEWAL OF**

THE COLLECTIVE AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK TEACHERS' FEDERATION

Contract expiring February 29, 2016

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1. INTRODUCTION

As stated in the notice to bargain given to the Federation on January 8, 2016, the Employer is seeking a renewed collective agreement that will enable better educational outcomes while providing stability to teachers for the next few years. In order to enable better educational outcomes as soon as possible, the Employer is seeking to renew the collective agreement sufficiently early to implement it in time for the start of the 2016-17 school year.

The employer's proposals for changes to the collective agreement are guided by these objectives and can be grouped into two main themes:

- Using existing educational resources more effectively and increasing the accountability for those resources; and
- improving educational practices and outcomes.

There is an additional and equally important consideration for the Employer: the Province's fiscal situation. Despite several and very significant revenue-generating measures announced in the 2016-17 provincial budget, including raising the HST, the Province will continue having a deficit for the next few years, which will add to the debt. Despite this, the Province is not contemplating budget cuts in education. In fact, the Province determined – coming out of the Strategic Program Review - that education and health care are priorities and their respective funding levels should not be decreased.

The fact remains that the Province has very limited capacity for additional expenses. Correspondingly, we must ensure that current expenditures already dictated by the collective agreement be directed towards improving educational outcomes as much as possible.

While the Province's fiscal constraints provide, on their own, sufficient reasons to avoid new expenditures, our recent experience in education is equally compelling. As demonstrated in the tables below, the Province has very significantly increased educational resources and spending in recent years.

Teachers, Educators and Ratios from September 30, 2000 to September 30, 2015

	2000	2005	2010	2015
Student Enrolment	124,942	114,820	104,421	97,912
Classroom Teachers	6,188.9	5,813.3	6,028.4	6,887.5
+ Other Teachers	1,173.9	1,557.1	1,718.6	282.5
Total Teachers	7,362.8	7,370.4	7,747.0	7,170.0
+ Others in Districts	212.5	171.7	122.3	100.0
Total Educators	7,575.3	7,542.1	7,869.3	7,270.0
Pupils per Classroom Teacher	20.2	19.8	17.3	14.2
Pupils per School Teacher	17.0	15.6	13.5	13.7
Pupils per Educator	16.5	15.2	13.3	13.5

Expenditures (total spending) per K-12 student from 2004-05 to 2014-15

Year	Student Enrolment (#)	Difference (#)	Difference (%)	Expenditures per student (\$)	Difference (\$)	Difference (%)
2004-05	117,145	-	-	6,370	-	-
2009-10	106,394	-10,751	-9.2	8,955	+2,585	+40.9
2014-15	98,906	-7,488	-7.0	10,519	+1,564	+17.5
Total difference		-18,239	-15.6		+4,149	+65.1

Number of Support Staff

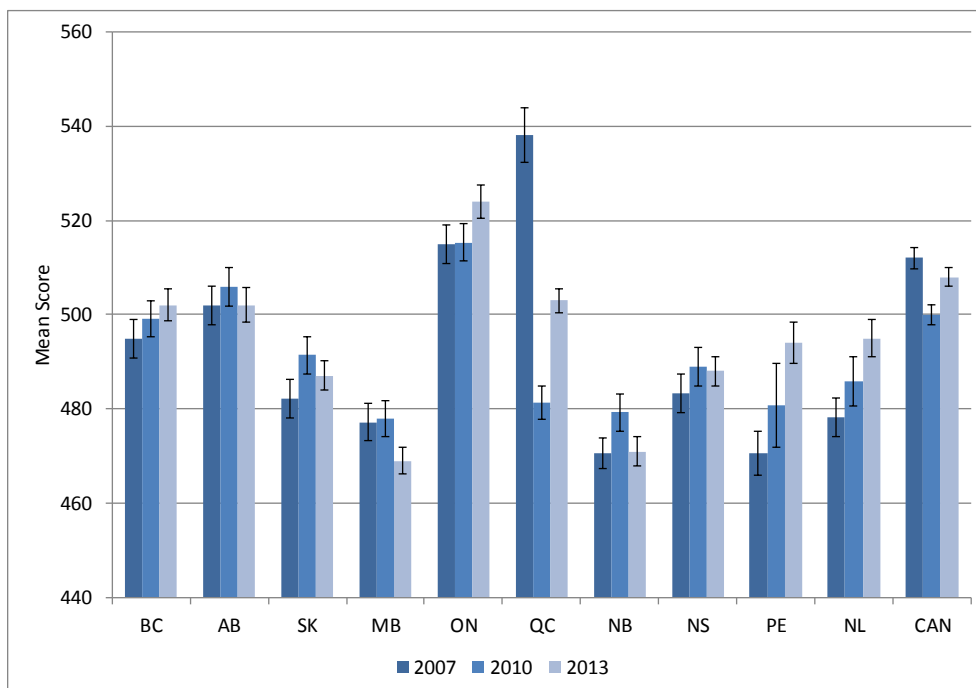
	2005	2010	2014
EAs (30 hrs/week)	1,503.9	2,105.1	2,460.5
School Intervention Worker	54.0	116.8	147.5
Student Attendant	19.1	28.7	33.9

These significant increases in spending and resources over a sustained period of time have not sufficiently improved educational outcomes. In some areas educational outcomes have not improved, or even worsened. This recent experience is informative: it demonstrates that simply adding more resources, increasing spending and reducing class sizes is not the solution.

NB rankings - Pan-Canadian Assessment Program (Grade 8 students)

DOMAIN	PCAP				
		2007	2010	2013	2016
Reading	SAIP	10 th of 11 (tied with NFLD)	9 th of 11	9 th of 10	Major
Math		8 th of 11	5 th of 11	9 th of 10	Minor
Science		9 th of 11	8 th of 11	9 th of 10	Minor

Change over time in reading results (PCAP)



**Programme for International Assessment Results (PISA)
Comparison of Performance in Reading, 2000 to 2012, Canada and the Provinces**

	2000	2003	2006	2009	2012
	average	average	average	average	average
Canada	534	528	527	524	523
NL	517	521	514	506	503
PE	517	495	497	486	490
NS	521	513	505	516	508
NB	501	503	497	499	497
QC	536	525	522	522	520
ON	533	530	534	531	528
MB	529	520	516	495	495
SK	529	512	507	504	505
AB	550	543	535	533	525
BC	538	535	528	525	535

Note: NB ranked 10th among 10 provinces in 2000, 9th in 2003, tied for 9th in 2006, 8th in 2009 and 2012
 NB performed significantly below the Canadian average over the entire period
 NB's performance has decreased over the period (501 average in 2000 compared to 497 in 2012)

The Employer recognizes that New Brunswick's inclusive education model is unique and that allowing the full participation of all students in positive learning environments presents unique circumstances. Collectively, we can and need to do better to improve the learning environments. Our current fiscal constraints and our recent educational experience make the compelling case, however, that simply adding resources to the status quo must be avoided, it is not educationally sound nor financially sustainable.

The teachers' collective agreement is mature and comprehensive. It provides terms and conditions of employment that are, in some cases, unmatched in the rest of the provincial Public Service or the private sector. The Employer submits that this is not the time to focus on adding, even incrementally, to teachers' already comprehensive benefits. The focus, by both parties, should be on contractual changes that can have clear and beneficial impacts on educational outcomes.

The Employer and the Federation have a shared and equal responsibility to ensure the collective agreement enables better educational outcomes. We need to ensure every dollar, new or current, is spent wisely. We need to ensure the collective agreement enables sound educational practices. We need to ensure that the collective agreement maximizes the time students can be in a highly literate and numerate environment, and that it helps maximize the quality of that time.

Without prejudice, below are the Employer proposals for the renewal of the collective agreement. The Employer reserves the right to amend or withdraw any proposal contained herein. The Employer also reserves the right to present other proposals during negotiations as well as counter-proposals with respect to Federation proposals.

Proposed new language is underlined

Proposed deleted language is ~~struck-through~~

2. PROPOSALS FOR A MORE EFFECTIVE USE OF RESOURCES AND TO ENABLE BETTER EDUCATIONAL OUTCOMES

ARTICLE 7 -- RECOGNITION

To be discussed after which the Employer may make a proposal.

ARTICLE 11 -- CONTRACTING OUT

11.03 A contract made pursuant to Clause 11.04 shall be limited to one school term except in the case of persons who possess special vocational skills and who are not licensed to teach in New Brunswick. Such persons may be employed for one school year. Special considerations shall be given with respect to First Nation teacher contracts.

ARTICLE 15 -- LOCAL LIAISON COMMITTEES

To be discussed after which the Employer may make a proposal.

ARTICLE 16 -- LENGTH OF THE SCHOOL YEAR

16.02 The total number of teaching days in a school year shall not exceed one hundred and ninety-five (195). All weekdays not allowed as statutory holidays or not included in vacation shall be teaching days. The total number of one hundred and ninety-five (195) teaching days shall include if applicable:

- (a) days during which the school in which the teacher is regularly employed is closed due to inclement weather;
- (b) holidays proclaimed by the Governor-General or by the Lieutenant-Governor;
- (c) days during which school is closed by the Employer;
- (d) days during which school is closed by Medical Health authorities; and
- (e) days lost by a teacher for illness, compassionate leave, ~~professional improvement~~, approved meetings, and any other approved absences for which the teacher has not lost salary.

- 16.03 (a) When a school is closed pursuant to ~~either~~ Clause 16.02 (a) ~~or (b)~~, the teachers in that school are ~~not~~ required to be in attendance ~~either at that school or at any other school~~. A teacher prevented from reporting to work because of hazardous road conditions caused by weather conditions will make every effort to report to work as soon as the road conditions permit.
- (b) When a school is closed pursuant to Clause 16.02 (b), the teachers in that school are not required to be in attendance either at that school or at any other school.
- (c) When a school is closed pursuant to Clause 16.02 (c), the teachers in that school are not required to be in attendance:
- (i) unless activities requiring teacher attendance have been scheduled; or
- (ii) 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 at that facility.
- (d) When a school is closed pursuant to Clause 16.02 (d), the teachers in that 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 at that facility.
- 16.04 The total number of contact days (days in which a teacher is in front of a classroom teaching) shall be no less than 190 days a year.

ARTICLE 18 -- HOURS OF INSTRUCTION

18.01 The number of hours of instruction exclusive of the noon recess shall be:

Anglophone sector

~~For the first three years of the Elementary School (including kindergarten) - minimum 4 hours, maximum 4^{1/2} hours.~~

For the nine years of remaining years of the Elementary School and the Middle School (including kindergarten) - minimum 5 hours, maximum 5^{1/2} hours.

For the High School years - minimum 5^{1/2} hours, maximum 6 hours.

Francophone sector

~~For the first three years of the "École primaire" (including "maternelle") - minimum 4 hours, maximum 4^{1/2} hours.~~

For the remaining nine years of the "École primaire" - minimum 5 hours, maximum 5^{1/2} hours.

For the "École secondaire" years - minimum 5^{1/2} hours, maximum 6 hours.

ARTICLE 20 -- CLASS SIZE

To be discussed after which the Employer may make a proposal

ARTICLE 21 -- REPLACEMENT OF ABSENT TEACHERS

21.02 ~~A teacher may agree or may refuse to replace an absent teacher.~~

ARTICLE 32 -- COMPASSIONATE LEAVE

32.07 To be discussed after which the Employer may make a proposal

ARTICLE 36 -- LEAVES OF ABSENCE FOR PROFESSIONAL ACTIVITIES

36.01 Teachers shall be allowed up to a maximum of ~~eight~~ seven days per year to participate in professional development activities, subject councils, administration related to the opening and closing of schools and parent/teacher interviews. These ~~eight~~ seven days are included in the one hundred and ninety-five (195) day school calendar. In the application of the article, the ~~eight~~ seven days shall be determined in accordance with Clauses 36.02, 36.03 and 36.04.

36.02 ~~Three (3)~~ Two (2) of the above days shall be available for subject council workshops/conferences mutually arranged at the provincial level by NBTA, AEFNB and the Department of Education and Early Childhood Development.

36.03 Teachers shall be allowed up to one (1) day per year to attend Branch meetings of the NBTA and AEFNB. Such Branch meetings must include a reasonable proportion of professional development content as approved by the Superintendent or his/her designate and shall be conducted outside instructional hours.

Branches shall give to Districts five (5) days notice for Branch meetings held under this clause. In Districts where there are two Branches, Branch meetings held under this clause must be held during the same day. Further, branches affected by the same transportation system shall have meetings on the same day.

36.04 The remaining ~~four~~ five days are available to the Employer for activities outlined in Clause 36.01. These days will be determined by the Superintendent upon recommendations from School District ~~In-Service Committees.~~

36.05 The Superintendent or delegated designate shall allow up to one (1) day per school year, if required, for the purpose of receiving a degree or diploma.

36.06 Teachers who are members of a Committee of the Federation and/or of the NBTA or AEFNB shall be allowed up to three (3) days per school year to attend such committee meetings and/or of any organization to which the relevant association is affiliated.

36.07 Teachers who are members of the NBTF Board of Directors shall be allowed up to five (5) days per school year to attend meetings of the Board and/or of the Board of one of the constituent associations.

36.08 Teachers who are members of the NBTF Executive Committee shall be allowed up to ten (10) days per school year to attend meetings of that Committee and/or of the corresponding committee of one of the constituent associations.

36.09 The NBTF, the NBTA, and the AEFNB shall, at the beginning of each school year, notify the Superintendent, and the Human Resources Branch of the Department of Education and Early Childhood Development of the names of the teachers and alternates eligible for leave under Clauses 36.06, 36.07 and 36.08. Unless unusual circumstances preclude, teachers applying for leave under Clauses 36.06, 36.07 and 36.08 shall give the Superintendent or delegated designate one week's notice before taking the leave of absence.

36.10 No teacher shall experience a loss in salary, sick leave benefits, or pension benefits due to an absence or absences from school under this Article.

36.11 Teachers who are members of the NBTF Negotiating Committee shall be allowed sufficient time to perform the duties required of that committee and shall not experience a loss in sick leave benefits or pension benefits due to an absence or absences from school under this clause. The Employer agrees to pay the salaries of teachers who are members of the NBTF Negotiating Committee and to bill the Federation which shall then reimburse the Employer.

36.12 During leaves under articles 36.06, 36.07 and 36.08 the Employer will maintain the teacher's salary and benefits and the Federation will subsequently reimburse the Employer for the teacher's salary and benefits.

ARTICLE 37 -- EDUCATIONAL LEAVE

To be discussed after which the Employer may make a proposal

ARTICLE 38 -- GROUP INSURANCE

To be discussed after which the Employer may make a proposal

ARTICLE 48 -- LAYOFF AND RECALL

48.07 Notwithstanding Clauses 48.05 and 48.06, from the date of layoff and for a period of one calendar year after the October 31st following the date of layoff, no new teachers may be hired by a School District while there are teachers available to teach who were laid off by that School District and who can satisfactorily fulfill the requirements of the position. The maximum recall period for a Schedule B or Schedule D laid-off teacher shall be ~~eighteen (18)~~ six (6) months.

SCHEDULE K **LETTER OF AGREEMENT **TEACHERS' WORKING CONDITIONS FUND****

To be discussed after which the Employer may make a proposal

Commitment to a Collaborative Approach to Reviewing the Provisions of Class Size and Composition

To be discussed after which the Employer may make a proposal

LETTER OF INTENT Guidelines for the Replacement of Absent Teachers

Rename letter: Guidelines for the Replacement of Teachers who have a Teaching Assignment During their Day(s) of Absence

3. OTHER BARGAINING PROPOSALS

ARTICLE 3 -- DURATION AND TERMINATION

To be discussed after which the Employer will make a proposal.

ARTICLE 24 -- STENOGRAPHIC AND CLERICAL ASSISTANCE

DELETE ARTICLE

ARTICLE 29 -- RESPONSIBILITY ALLOWANCES

29.05 Teachers appointed to the position of principal shall be appointed for a term of five (5) years renewable by mutual agreement. Teachers whose term is not renewed shall be entitled to return to the same position held prior to the appointment; if the position no longer exists, the teacher shall be entitled to an equivalent position. ~~In addition, if the appointment is not renewed, the applicable responsibility allowance shall be payable for one year following the end of the five-year term.~~

ARTICLE 39 -- DISABILITY BENEFITS

39.01 Where it is determined by the Workers' Compensation Board that a teacher is unable to perform his/her duties because of:

- (a) personal injury accidentally received in the performance of his/her duties and not caused by the teacher's misconduct;

ARTICLE 40 -- RETIREMENT ALLOWANCE

To be discussed after which the Employer will make a proposal.

ARTICLE 43 -- SUCCESSOR RIGHTS

43.03 Teachers who are changing School Districts because of the redefinition of a School District shall be so advised in writing (including in electronic format). The Employer will also advise in writing teachers on leave of absence with or without pay and laid-off teachers whose recall period has not expired if their accumulated rights, benefits and contractual obligations have been transferred to a new School District.

ARTICLE 45 -- TRANSFER OF A TEACHER TO ANOTHER SCHOOL

45.01 A teacher to be transferred from one school to another in the School District shall be advised forthwith of the transfer by the Superintendent or delegated designate in writing by registered mail ~~or~~, by personal service or electronically. This notification shall stipulate the specific name of the school and the reasons which necessitate the transfer. A teacher may be transferred from one district to another by mutual agreement of the teacher and the Superintendents of the two school districts.

ARTICLE 57 -- GRIEVANCE PROCEDURE

57.04 In all cases of grievance arising out of Clause 57.01 which fall within the jurisdiction of the School District, the following procedure shall be followed:

Step One: A teacher or group of teachers shall, through the appropriate representatives of the NBTf, within thirty (30) teaching days of the effective knowledge of a decision by the Employer or of the facts which give rise to the alleged grievance, present said grievance in writing, according to the form annexed to this Agreement as Schedule A, to the ~~Senior Education Officer~~ Director of Schools who shall then arrange to hold a meeting with the representatives of the Federation within the next ten (10) teaching days and at a time which is agreeable to both parties. The ~~Senior Education Officer~~ Director of Schools shall, within five (5) teaching days of said meeting, forward his/her written answer to the aggrieved teacher or group of teachers with copies to the Federation.

ARTICLE 61 – SUPPLY TEACHERS

61.03 HIRING OF SUPPLY TEACHERS

06 A Schedule D contract under the Collective Agreement will be awarded to a supply teacher

- (a) for every assignment expected to last at least one year,
- (b) for every assignment expected to last at least three months when that assignment is to supply for a regular teacher taking a secondment, educational leave or deferred salary leave, or
- (c) on the first day of the ~~fifth~~ seventh month of continuous service in the same assignment.

Schedule G – Salary Payments

To be discussed after which the employer will make a proposal.

The employer will also discuss the concept of performance-based progression along the salary grid and may make a proposal (linked to enabling better educational outcomes)