



SUBSTITUTE TEACHING IN NOVA SCOTIA



POPULAR
QUESTIONS

FROM THE NSTU

This information has been prepared to acquaint teachers and supervisors with many of the pertinent points relevant to substitute teacher employment in Nova Scotia schools. The views expressed are opinion and without prejudice to the application of contractual clauses in particular individual circumstances. *This document is listed as an exemption to the NSTU Inclusive Language Policy.*

RIGHTS WITH RESPECT TO UNION MEMBERSHIP

1. Q. *What is a substitute teacher?*

- A. A substitute teacher is a person who is hired on a day-to-day basis to take the place of a regularly employed teacher.

2. Q. *What are my options for membership in the Nova Scotia Teachers Union?*

- A. There are two categories of membership in the Nova Scotia Teachers Union available to substitute teachers:

- (1) **Regular Reserve Member**
- (2) **Active Reserve Member**

3. Q. *What are the rights of membership in each of the categories?*

- A. The rights of membership shall include, but not necessarily be limited to the following:

The NSTU is the bargaining agent for all people who teach in the public school system in Nova Scotia. This includes substitute teachers whether or not they have taken out membership in the NSTU.

1) Regular Reserve Member

- The right to benefits as provided through the NSTU as bargaining agent.
- The right to apply for legal assistance in instances resulting from problems arising in the performance of duties.
- The right to attend Council as an observer, or as an associate delegate, when nominated by a Professional Association.
- The right to attend meetings of a designated Local, as an observer.
- The right to membership in Professional Associations
- The right to membership in the NSTU Group Insurance Plan, in accordance with the provisions of the Plan
- The right to receive NSTU publications through web access on the NSTU website.
- The right to professional counseling within education.
- The right to access the Members Only material on the NSTU website.
- The right to an NSTU web mail account.

2) Active Reserve Member

- All the rights of Regular Reserve Membership.
- The right to vote at the local and/or provincial level.
- The right to attend Council as a voting delegate, when nominated by a Local; as an observer, or as an associate delegate, when nominated by a Local.
- The right to membership on NSTU committees.

3) No Membership

Substitute teachers who do not become either Regular Reserve Members or Active Reserve Members are not entitled to any of the organizational benefits conferred by membership in the Nova Scotia Teachers Union. They are required to pay Union dues of \$2.40 per day taught (other amounts may be determined from time to time by Annual Council). They are asked to complete an on-line registration form which can be found at www.nstu.ca “Early Careers, Register with NSTU”. There is no cost associated with this. This info will be used solely for communication purposes.

4. Q. How do I qualify for membership?

A. The following criteria must be met to qualify for membership as:

1) Regular Reserve Member

- a) be a teacher or other qualified person engaged on a day-to-day basis to take the place of a person regularly employed as a teacher by a board;

- b) pay an annual (August 1-July 31) membership fee of \$10.00 (other amounts may be determined from time to time by Annual Council);
- c) pay Union dues of \$2.40 per day taught (other amounts may be determined from time to time by Annual Council);
- d) make application on the appropriate form to the NSTU; and
- e) provide the necessary documentation.

** Annual (August 1-July 31) total not to exceed total of NSTU fee.*

2) Active Reserve Member

- a) be a teacher or other qualified person engaged on a day-to-day basis to take the place of a person regularly employed as a teacher by a board;
- b) pay an annual (August 1-July 31) membership fee of \$32.00 (other amounts may be determined from time to time by Annual Council) or \$22.00 if already a regular reserve member;
- c) pay Union dues of \$2.40 per day taught (other amounts may be determined from time to time by Annual Council);
- d) have taught fifteen (15) days as a substitute teacher in the public school system in Nova Scotia in the preceding or current school year;
- e) make application on the appropriate form to the NSTU; and
- f) provide the necessary documentation.

** Annual (August 1-July 31) total not to exceed total of NSTU fee.*

3) No Membership

- a) are teachers or other qualified persons engaged on a day-to-day basis to take the place of a person regularly employed as a teacher by a board;
- b) have not joined the NSTU as an Active or Regular Reserve Member;
- c) pay Union dues of \$2.40 per day taught (other amounts may be determined from time to time by Annual Council).

5. Q. How do I apply for membership?

- A.** Application must be made to the Nova Scotia Teachers Union on the attached form.

6. Q. Can a substitute teacher end up paying more than \$690 in Union dues in a school year?

- A.** If a substitute teacher taught every day in a school year and took out Active Reserve Membership, \$500 is the amount that would be paid in dues. However, if a substitute teacher teaches part of the school year under a term contract, it is possible to pay more than \$690 in dues. In that case, the teacher can and should notify the Union to be reimbursed any amount above \$690.

7. Q. What are the voting rights of substitute teachers?

- A.** All substitute teachers have the right to participate in a strike vote or a ratification vote on a tentative agreement on, and only on, the day they are employed as a substitute teacher.

All substitute teachers have the right to vote in an NSTU election for President and Provincial Executive member on the day they are employed as a substitute teacher. However, only Active Reserve members may vote in any NSTU election on days they are not employed as a substitute teacher. Active Reserve members may report to any school in the region to vote. For greater clarity, Active Reserve members can participate in a strike vote or a ratification vote on a tentative agreement on, and only on, the day they are employed as a substitute teacher.

RIGHTS WITH RESPECT TO COLLECTIVE AGREEMENTS

8. Q. *What is the difference between a substitute teacher and a term teacher?*

- A.** Term teachers are hired for the following situations:
- i) To replace a teacher for a minimum of 175 days where:
 - a) the regular teacher is on leave from the Board;
 - b) the regular teacher has been seconded to another position for more than 174 days;
 - c) the regular teacher is job sharing and is away from the regular position for the full year;
 - d) the regular teacher is teaching for one semester in another position but is away from the teacher's position for the full year;
 - e) to replace a teacher on unpaid leave following an absence of a

minimum of two (2) consecutive school years.

- ii) To be a teacher who is employed by a School Board:
 - a) to job share for the full year;
 - b) to fill a position on a part time basis for the full school year, for the remainder of a semester or for the remainder of the school year;
 - c) to fill a position for a semester;
 - d) to fill a position for six-months where the regular teacher is on a six month deferred salary leave;
 - e) to fill a seconded position of more than 60 days but less than 175 days.
 - f) to replace a teacher on parental leave in excess of forty (40) days in a school year.
- iii) To act as a teacher who is employed by a School Board after the twentieth (20th) day of school:
 - a) to replace a permanent or probationary teacher who has left the employ of the Board after the twentieth (20th) day of school;
 - b) to fill a newly created position after the twentieth (20th) day of school;
 - c) to replace a regular teacher who is on unpaid leave in excess of forty (40) days and will not be returning for the remainder of the school year.

It follows that employment on a replacement basis other than the situations described above will generally be classified as substitute teaching. The

following may be a useful guideline:

- i) Casual employment (e.g. replacing a teacher who is absent due to illness) is regarded as substitute;
- ii) When a short-term illness becomes long-term the replacing teacher is still a substitute for the period so employed.
- iii) When the teacher is absent for a leave of less than one (1) year (e.g. a 17 week maternity leave or a short term leave of absence), the replacing teacher is a substitute.

9. Q. Can service as a substitute teacher be changed to service under a term contract?

- A. i) Yes, for example a substitute may be hired to replace a teacher on sick leave or to replace a regular teacher who takes an extended leave without pay, and where the unpaid portion of the leave is for more than forty (40) days and also extends to the end of the school year and the teacher informs the Board he/she is not returning for the rest of the school year, the substitute teacher's status should change to that of a term teacher. This may not be automatic. The substitute teacher should be aware of the situation and make inquiries regarding the regular teacher's status.
- ii) Where a position occupied by a substitute is a vacant or unfilled position and the substitute teacher in the position becomes the successful applicant or appointee, the contract will become effective back to the

first day that the substitute teacher was employed in that position. Subject to the contractual obligations, this shall not prevent the Board from selecting the most qualified candidate in the opinion of the Board.

It is also possible that a person may be hired as a substitute where the status should be as a term or as a regular teacher. Where there is uncertainty as to the status, you should consult the Union and/or the School Board.

10. Q. *If I am hired as a substitute and it is discovered that the position should be a term position or a position that is probationary, will I become the term or probationary teacher in that position?*

A. Not necessarily. Articles in the Regional Agreement may direct a certain order for re-hire of term and/or substitute teachers. It is possible that a person on a re-hire list could claim the position that you hold as a substitute teacher where the position you held should be a term contract position.

In addition, Article 21.09 of the Teachers' Provincial Agreement may direct that the position should be offered to a person who meets certain criteria.

Also, the Board may have a policy regarding hiring for long term positions. In this circumstance, the Union would have to become involved to offer an opinion as to whether the hiring is appropriate when balanced against the Professional Agreements.

11. Q. *At what rate of salary is a casual substitute teacher paid?*

A. Effective on and after August 1, 2011 the daily rate is sixty seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195). \$165 per day.

12. Q. *At what rate of salary is a substitute teacher paid if he/she continues to work for the same regular teacher for an extended period of time?*

A. August 1, 2010 - July 31, 2012

- (i) Notwithstanding Article 32.02A (i) a substitute teacher who has been employed for more than twenty-one (21) consecutive teaching days to take the place of the same regular teacher is to be classified as a regular teacher for salary purposes for all days employed beyond twenty-one (21) days in that school year.

13. Q. *If a teacher continues in the same substitute position and reaches a higher rate of pay as described in Question #12 above, is the higher rate retroactive?*

A. The rate paid to a substitute teacher replacing a teacher on a long term absence is not retroactive.

14. Q. *Can a substitute teacher receive less than a full daily rate of pay?*

A. Attention must be given to three different situations:

- i) A substitute teacher replacing a less than 100% term teacher cannot receive less than 50% of the daily rate, and a substitute teacher engaged for more than 50% of the school instructional day will receive a prorated amount to the percentage of the instructional day the teacher is engaged.
- ii) In ordinary circumstances a substitute teacher will receive a full daily rate of pay.

15. Q. *At what point does a substitute teacher's license and experience count for salary purposes?*

A. The substitute teacher must be in the same position replacing the same teacher for more than 21 consecutive days. For all days beyond the 21 consecutive days the teacher shall be paid a daily rate based on the teacher's license and experience and calculated using 1/195 of the annual salary for each day taught.

16. Q. *Will I lose consecutive service as a substitute teacher if I am ill prior to being classified as a regular teacher pursuant to 32.03.*

A. A substitute teacher's consecutiveness of service shall not be interrupted if the substitute is absent up to five (5) days due to illness. This provision shall not be interpreted to mean that the School Board is required to return the substitute teacher to the position following the absence.

17. Q. *When does a substitute teacher receive sick leave benefits?*

- A. A substitute teacher is entitled to paid sick leave only after the substitute has been substituting for 20 or more consecutive days in the same position. In this regard the substitute is entitled to sick leave on the basis of one day for each ten days taught. Usage of sick leave, however, cannot commence until the end of the 20th day of such employment.

18. Q. *What other leaves are available to substitute teachers.*

- A. Substitute Teachers who become classified as regular teachers shall be entitled to leave pursuant to Article 29 - Leave for Birth of Child of the Teacher's Provincial Agreement.
- Special Leave or Bereavement Leave Days recognized in the agreements between the Union and the School Boards or because the substitute teacher is on jury duty or participating in provincial NSTU business pursuant to Article 31.07 (i) (b) of the Teachers' Provincial Agreement.

19. Q. *After a substitute is classified as a regular teacher (after twenty (20) consecutive days) and an in-service session is held, is the Board permitted to not allow the substitute to attend the in-service?*

- A. It depends. The substitute shall attend the in-service if the regular teacher would have attended and if the in-service is relevant to the assignment of the substitute teacher. Of course, the substitute will be paid for the day.

20. Q. *When a substitute is classified as a regular teacher and the school is closed by an order from*

- *the Minister of Education; or*
- *the school board in consultation with the Inspector; or*
- *some other authority.*

does the teacher receive salary for these days?

A. Yes, provided:

- i) the substitute taught the last day immediately prior to the day on which school was closed, and
- ii) the substitute performed any duties that would normally be required of the regular teacher on the day school was closed.

21. Q. *What rules will apply if school is closed for any of the reasons specified above, and the substitute teacher is not classified as a regular teacher? (i.e. less than 21 days employment)*

A. In these situations, the consecutiveness of a substitute's service is not broken, but he/she will not necessarily receive salary for the day.

Example:

A substitute teacher has completed his/her 6th day of employment for the same regular teacher. The next day school is closed by the Board because of a storm. If the substitute returns to work on the school day following the storm (for the same regular teacher) he/she will be at day 7.

22. Q. *If a substitute teacher is hired for part-days, are additional days needed to move to higher rates of pay?*

A. No. Twenty-one (21) part-days are the same as twenty-one (21) full days, thirty-one (31) part-days are the same as thirty-one (31) full days.

23. Q. *If a substitute replacing a teacher on the last day of the school year continues to replace the same teacher from the first day of the next school year, does the substitute's service begin at day 1?*

A. No. The substitute teacher's service shall be deemed to be continuous and unbroken.

24. Q. *Is the School Board permitted to terminate my substitute service in order to prevent me from progressing to a higher salary rate?*

A. No. A School Board shall not break a substitute teacher's service for the purpose of interrupting consecutiveness in order to minimize the cost of a substitute teacher's daily rate of pay.

25. Q. *Are there any situations where substitute teaching can be deemed to have been probationary service?*

A. (i) Yes, teaching service as a substitute teacher or any combination of substitute or term service is deemed to have been probationary service if the total number of days taught and claimed in any one (1) school year equals or exceeds one hundred seventy-five (175) days, provided these

days are in the same teaching position and the teacher is employed by the same board under a probationary or permanent contract immediately following the year(s) of service as a substitute teacher.

- (ii) Where a substitute has a year recognized as probationary service, the year is also recognized as probationary service if the year preceding or following the year of substitute service was service under a term contract pursuant to Article 33.01 (i) of the Teacher's Provincial Agreement. In this situation the two consecutive years are recognized as probationary contract years if the teacher is offered a probationary contract in the third (3rd) year.

26. Q. *If a substitute teacher's assignment is completed because the regular teacher returns to work, and if that same regular teacher becomes ill again, will the same substitute teacher be called for the position and will the substitute teacher begin at day 1 of service as a substitute?*

- A. For a benefit to apply in this situation, the substitute teacher must have reached regular status (after 20 days). If the regular teacher returns and subsequently is off again within three (3) days of returning to work, the same substitute, if available will be called back to the assignment. The assignment will proceed as if it had been unbroken and service shall be deemed to be consecutive service.

RIGHTS WITH RESPECT TO SALARY INCREMENTS

27. *Q. Do my days of teaching as a substitute teacher count for increment purposes?*

A. Yes.

28. *Q. How many days must I teach and/or claim in order to qualify for a salary increment?*

- A. There are three possible situations:
- i) A total of one hundred seventy-five (175) days in any one school year;
 - ii) A total of one hundred seventy-five (175) days in any one calendar year;
 - iii) A total of one hundred ninety-five (195) days in two or more years.

29. *Q. In what situations are salary increments automatic?*

- A. If you qualify for a salary increment as of August 1 of a school year, the increment will be automatic.

30. *Q. In what situations must I apply for a salary increment?*

- A. If you do not have enough teaching days to qualify for the August increment but have sufficient days to qualify by the end of December, you may apply, through the Inspector's office for a salary increment. This increment will be effective in January. For more details, see Article 18 of the Teachers' Provincial Agreement.

RIGHTS WITH RESPECT TO REGIONAL AGREEMENTS

31. *Q. Am I, as a substitute, permitted to attend the funeral of a family member or attend to the serious illness of a family member?*

A. A substitute teacher who becomes classified as a regular teacher shall not have service interrupted for purposes of consecutiveness because of absence for Special Leave Days or Bereavement Leave Days. Special Leave Days or Bereavement Leave Days are days as recognized in the agreements between the Union and School Boards. For greater clarity, local provisions shall apply to matters of payment.

32. *Q. How often are substitute teachers paid?*

A. That depends on the method of payment in the employing board. Substitutes should contact the local school board, or the local of the Union for further details.

RIGHTS WITH RESPECT TO NSTU BENEFITS

33. *Q. Are substitute teachers entitled to membership in the NSTU Group Insurance Plan?*

A. Yes, provided:

- i) They are Regular or Active Reserve members of the Union; and
- ii) Insurance premiums are fully paid by the substitute.

If you, as a substitute teacher, paid the Total Care premiums, and if you were employed for 175 days or more in the same Board, your premiums will be re-implemented. To be re-reimbursed you must apply to Johnson Incorporated with a statement of days taught at the beginning of June. You will get a rebate cheque. Remember, you must be a Reserve member of the Union.

34. Q. *What group insurance benefits are available to substitute teachers under the conditions specified above?*

- A. The following group insurance options are available:
- i) Life Insurance
 - ii) Accidental Death and Dismemberment
 - iii) Total Care Medical and Total Care Dental
 - iv) Home Insurance
 - v) Automobile Insurance
 - vi) MEDOC[®] Travel Plan

35. Q. *Are applications required for insurance coverage?*

- A. Yes. Applications and further information are available from NSTU Group Insurance Administration, Johnson Incorporated, P.O. Box 9620, Halifax, N.S. B3K 5S4. Telephone: Halifax-Metro - 453-9543; Toll-Free - 1-800-453-9543.

36. Q. *Do substitute teachers contribute to the Nova Scotia Teachers' Pension Plan?*

- A. Yes. All teachers, whether full-time, part-time or substitute, contribute to the Nova Scotia Teachers' Pension Fund. Contributions are based on salary earned. Pension service is determined by the actual number of days taught or claimed.

37. Q. For Employment Insurance purposes, how many hours do teachers work in a day?

- A. By agreement with the NSTU, each school board reports that teachers work an eight (8) hour day for EI purposes.

38. Q. What documents govern the rights of substitute teachers?

- A. The rights of all teachers and substitutes with respect to Union membership are defined by the Constitution (*Teaching Profession Act*), By-Laws, Policies and Operational Procedures of the NSTU. The rights of all teachers and substitutes with respect to collective bargaining are defined in the *Teachers' Collective Bargaining Act*. The rights and duties of all teachers and substitutes with respect to employment are defined in the *Education Act*, Regulations under the *Education Act*, the Teachers' Provincial Agreement, and the Regional (Local) Agreement with each School Board.

39. Q. Where can I get further information?

- A. Information for teachers can be accessed on the Union's website at www.nstu.ca.

40. *Q. What is the rate of pay a substitute will receive if school is cancelled after school has been in session?*

- A.** Substitute teachers who report to school on a day when school is cancelled after school is in session shall be paid for, and receive service for, the amount of time the teacher was scheduled to work. For greater clarity, no substitute teacher shall receive less than fifty (50%) percent of the full daily rate of pay.

APPLICATION FOR RESERVE MEMBERSHIP

Name and Initial: _____ Professional No.: _____ School Board: _____

Mailing Address: _____

Postal Code: _____ Telephone No.: _____ Email: _____

Membership Requested: Regular Reserve Active Reserve

Fee Enclosed: \$10.00 \$32.00

All applications for Regular Reserve Membership must include a cheque or money order for \$10.00 made payable to the Nova Scotia Teachers Union. All applications for Active Reserve Membership must include a cheque or money order for \$32.00 made payable to the Nova Scotia Teachers Union.

*Please mail form to: **Nova Scotia Teachers Union, 3106 Joseph Howe Drive, Halifax, Nova Scotia B3L 4L7***

While every effort has been made to assure the accuracy of this information pamphlet, this is not a legal document. In cases where there may be a conflict between this pamphlet and an agreement, or the Union's Constitution and By-Laws, the latter will prevail.



**Revised
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NOVA SCOTIA TEACHERS UNION
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*Comments and/or questions on this
document are welcome*

*Please contact the
Member Services Department
of the NSTU toll-free at
1-800-565-6788
or email
contractinfo@nstu.ca*