

ARTICLE 61 – SUPPLY TEACHERS

61.01 DEFINITIONS

01 “Supply teacher” means a person hired to replace a teacher and who:

- (i) is not hired under a Schedule C, D, E or L contract under the Collective Agreement;
- (ii) immediately prior to June 17, 2010, was excluded from the definition of “employee” under section 1 of the *Public Service Labour Relations Act*, R.S.N.B. 1973, c. P-25, because of being employed on a casual or temporary basis and had not been so employed for a continuous period of six months; and
- (iii) is required to teach more than one-third (1/3) of the normal hours of an instructional day as defined in Article 18.01 of the Collective Agreement.

02 “Long-term supply assignment” is one expected to last more than twenty (20) work days.

61.02 DEDUCTIONS

01 For each instructional day that a teacher is required to teach more than one-third (1/3) of the hours of instruction as defined in Article 18.01 of the Collective Agreement, the Employer shall deduct from the supply teacher’s pay the necessary amounts in respect of NBTA or AEFNB provincial dues and of NBTF provincial dues.

02 The Employer shall remit the deductions in accordance with Articles 8.03 and 8.04 of the Collective Agreement.

61.03 HIRING OF SUPPLY TEACHERS

01 (a) The school district shall maintain a roster of supply teachers willing to do short-term supply work and an eligibility list for long-term supply work. All certified teachers are eligible for long-term assignments and may be subject to an interview process.

(b) The roster of supply teachers willing to do short-term supply work and the eligibility list of supply teachers qualified for long-term supply work is compiled at least once a year in each school district by August 15. The lists are updated as required throughout the year.

(c) The school district office should receive applications for placement on the annual long-term supply eligibility list prior to June 15 of each year.

02 Long-term supply positions are normally filled from the eligibility list or posted individually for each school district.

03 When at any time a long-term supply position cannot be filled by a qualified teacher from the eligibility list of the school district or through posting, the position may be

- (a) filled from the eligibility list of another school district, or
- (b) posted individually as a Schedule D contract and offered to the most qualified and suitable candidate.

04 Upon completion of a long-term supply assignment, a teacher’s name will go back on the eligibility list if the teacher is given a positive evaluation.

05 The service commencement and termination of each supply teacher hired shall be recorded separately.

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 month of continuous service in the same assignment.

07 Notwithstanding paragraph 05 or 06, where a supply teacher is awarded two (2) consecutive long-term supply assignments within the same school district, there is deemed to be no break in service.

08 If a long-term supply teacher replaces a regular teacher until the end of the school year and is rehired to replace that same teacher for another long-term assignment from the first day of school in the next school year, there is deemed to be no break in service.

09 When hiring supply teachers, the normal order of calling to be observed shall be the following: a) certified supply teachers b) retired teachers c) local permit teachers.

61.04 EXPERIENCE

Experience gained by a certified supply teacher who subsequently obtains a teacher's contract is recognized for salary purposes on the basis that 195 teaching days are equal to one year.

61.05 RECALL RIGHTS

A supply teacher who serves in such capacity for more than four (4) months and is awarded a Schedule D contract is entitled to recall rights under Article 48 of the Collective Agreement when the supply contract terminates. Pursuant to these provisions, the teacher's name will be placed on the long-term supply eligibility list and the recall list, and the teachers will be considered for future Schedule D or B contracts for which they are qualified.

61.06 ABSENCE DUE TO ILLNESS OR BEREAVEMENT

01 Supply teachers shall not be paid for days lost due to illness or bereavement and shall not accumulate sick leave days to their credit.

02 In a long-term supply assignment, any approved absence of five (5) days during any four (4) month period for reasons of illness or bereavement shall not be interpreted as a break in service. Supply teachers shall not be paid for days lost due to illness or bereavement and shall not accumulate sick leave days to their credit.

61.07 PROFESSIONAL DEVELOPMENT

01 An orientation session will be offered to all supply teachers prior to the commencement of each school year. That session will be without pay.

02 The employer shall include long term supply teachers in professional development/curriculum/in-service days during the school year and such days shall be with pay.

03 A long-term supply teacher who attends professional development/curriculum/in-service days as per 61.07(02) is eligible for the same travel, meal and accommodation allowances as are provided to regular teachers.

61.08 STORM DAYS

A supply teacher who teaches more than ten (10) consecutive teaching days in the same assignment in a school that is closed due to a storm will be paid for that storm day in accordance with Article 16.02(a) of the Collective Agreement, provided that the storm day occurs during the assignment, including the first and last scheduled day of the assignment.

61.09 TRAVEL ALLOWANCE

A supply teacher replacing a teacher who must normally travel during the school day will receive the same or equivalent travel allowance as the regular teacher.

61.10 PERFORMANCE REVIEW

Long-term supply teachers will be evaluated, and a written evaluation will be completed prior to the first day of the fourth month of continuous service. Supply teachers will be advised of this process.

61.11 SCHEDULE OF SUPPLY TEACHERS

Supply teachers will be expected to fulfill the same responsibilities, perform the same duties and carry out the same teaching assignments as the teachers whom they are replacing.

61.12 CLASSROOM DISCIPLINE

As part of their orientation process, supply teachers shall be informed of their rights and responsibilities within the scope of Policy 701 – Pupil Protection Policy and Policy 703 – Positive Learning & Working Environment Policy. Supply teachers are entitled to the same level of support normally provided to regular classroom teachers in such matters.

61.13 RATE OF PAY

01 Day-to-day supply teachers shall be paid for half a day or a full day in accordance with the pay scale applicable to supply teachers. Long-term supply teachers shall be compensated in accordance with the percentage of FTE worked.

02 For pay purposes, supply teachers who were previously scheduled but are no longer required for work at a school, shall be considered to have worked any day or part thereof for which they were previously scheduled and where an attempt to notify them was not made prior to reporting for duty.

61.14 GRIEVANCES

01 The following may lodge a grievance solely with respect to the interpretation of alleged violation of any article of this section of the Collective Agreement:

- (a) a supply teacher on his/her behalf;
- (b) the Federation; or
- (c) the Employer.

02 Subject to subsection 92(5) of the *Public Service Labour Relations Act*, a supply teacher may not lodge a grievance pursuant to section 61.14(01) without the approval of and representation by the Federation.

03 In all cases arising out of article 61.14(01), the procedure provided in articles 57.04 to 57.10 of the Collective Agreement shall be followed.

61.15 DISCIPLINARY MEASURES AND TERMINATION OF EMPLOYMENT

01 A supply teacher is employed on a casual, temporary or sporadic basis and is not hired under a Schedule B, C, D, E or L contract under the Collective Agreement. The Superintendent may terminate the employment of a supply teacher at any time for non-disciplinary reasons. The Superintendent will provide, in writing, the reason for the termination to the teacher. A termination under this clause will not be subject to the grievance procedure.

02 Where a Superintendent is contemplating the discipline of a supply teacher (with the exception of an oral or written reprimand), the Superintendent will, in writing by registered mail, personal service or email, invite the teacher and his/her representative from the Federation to meet and discuss the issue and give the teacher the opportunity to respond. The meeting shall be held in-camera if requested by either party. If the teacher does not attend, the Superintendent may proceed.

03 After the procedures as outlined in Article 61.15 (02) have been completed, if the Superintendent decides to discipline a supply teacher for just cause, the Superintendent shall give, within (10) teaching days, written notice of the decision by registered mail, personal service or email to the supply teacher stating the reasons therefor.

04 It is understood that, in cases of extreme emergency, the Superintendent may impose disciplinary action immediately by oral notice followed by the written notice stipulated in paragraph (03) above.

05 In this clause the Superintendent shall be deemed to include the words: "or his/her designate".

06 The time limits stipulated in this clause may be extended by mutual consent of the parties.

*** Salary Schedule for Supply Teachers is located in Appendix M.*

SALARY PAYMENTS FOR SUPPLY TEACHERS
BASED ON THE FOLLOWING GRID

**DAILY RATE OF PAY FOR SUBSTITUTE TEACHERS WHO HOLD A NEW BRUNSWICK
CERTIFICATE OR TEACHER'S LICENSE**

Effective Dates	Teacher's License	CI	CII	CIII	CIV	CV	CVI
March 1, 2016 to August 31, 2016	152.59	152.59	152.59	152.59	190.44	209.34	228.24
September 1, 2016 to February 28, 2017	153.35	153.35	153.35	153.35	191.39	210.39	229.38
March 1, 2017 to August 31, 2017	154.12	154.12	154.12	154.12	192.35	211.44	230.53
September 1, 2017 to February 28, 2018	154.89	154.89	154.89	154.89	193.31	212.50	231.68
March 1, 2018 to August 31, 2018	155.66	155.66	155.66	155.66	194.28	213.56	232.84
September 1, 2018 to February 28, 2019	156.44	156.44	156.44	156.44	195.25	214.63	234.00
March 1, 2019 to August 31, 2019	157.22	157.22	157.22	157.22	196.23	215.70	235.17
September 1, 2019 to February 28, 2020	158.01	158.01	158.01	158.01	197.21	216.78	236.35
March 1, 2020 to August 31, 2020	158.80	158.80	158.80	158.80	198.20	217.86	237.53
September 1, 2020 to February 28, 2021	159.59	159.59	159.59	159.59	199.19	218.95	238.72

DAILY RATE OF PAY FOR SUBSTITUTE TEACHERS WHO HOLD A LOCAL PERMIT

Effective Dates	Local Permit	L.P. 1	L.P. II	L.P. III	L.P. IV	L.P. CV	L.P. CVI
March 1, 2016 to August 31, 2016	118.17	129.72	129.72	129.72	161.87	177.95	194.00
September 1, 2016 to February 28, 2017	118.76	130.37	130.37	130.37	162.68	178.84	194.97
March 1, 2017 to August 31, 2017	119.35	131.02	131.02	131.02	163.49	179.73	195.94
September 1, 2017 to February 28, 2018	119.95	131.68	131.68	131.68	164.31	180.63	196.92
March 1, 2018 to August 31, 2018	120.55	132.34	132.34	132.34	165.13	181.53	197.90
September 1, 2018 to February 28, 2019	121.15	133.00	133.00	133.00	165.96	182.44	198.89
March 1, 2019 to August 31, 2019	121.76	133.67	133.67	133.67	166.79	183.35	199.88
September 1, 2019 to February 28, 2020	122.37	134.34	134.34	134.34	167.62	184.27	200.88
March 1, 2020 to August 31, 2020	122.98	135.01	135.01	135.01	168.46	185.19	201.88
September 1, 2020 to February 28, 2021	123.59	135.69	135.69	135.69	169.30	186.12	202.89