



## **QUESTIONS AND ANSWERS FOR SUPPLY TEACHERS**

### **1. Should long-term supply teacher salaries be the same daily rate as a regular teacher (B contract)?**

*Article 61.13 of the Collective Agreement states the following:*

*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.*

### **2. What consists of a half-day of supply?**

*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.*

*According to the Federation, half a day of supply starts or ends at noon (12:00 pm).*

### **3. Are supply teachers paid for storm days?**

*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.*

**4. Can they cancel my supply day the morning of the assignment (before I arrive at school)?**

*61.13 RATE OF PAY*

*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.*

**5. Are supply teachers entitled to sick and bereavement days?**

*Article 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.*

**6. Should a long-term assignment be given to a non-certified supply teacher instead of changing the assignment of a certified supply teacher that already had a reserved day elsewhere?**

No, school districts should always offer assignments to certified teachers first. Please contact an NBTF Labour Relations Officer if you are aware that such a situation is occurring.

*Article 61.03.09 : 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.*



## 7. What are the duties and responsibilities of substitute teachers?

### 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.*

However, it is possible that a supply teacher is hired as an “itinerant teacher” where he will be asked to replace several teachers during the day and to accomplish several tasks as per the needs of the school administration.

If the lesson plan of the absent teacher is not suitable, you should talk with the school administration so they can have a discussion with the teacher.

## 8. When we know that the long-term supply work exceeds 4 months (ex.: maternity leave), should the District offer this position to teachers on the recall list first? Furthermore, should priority be given to teachers with the most seniority?

### 61.13 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.*



## 9. When is a D contract awarded to a supply teacher?

*Article 61.03.06 : 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.*

## 10. Do all “D contract” teachers have recall rights?

*Article 61.05 – 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.*

Some teaching contracts awarded to substitute teachers under the Collective Agreement do not afford recall rights. These are Schedule D contracts with terms that lasted less than 4 months, part-time Schedule D contracts that were less than 0.33% of an FTE, Schedule C (Local Permits), Schedule E (Special Term Contracts), and Schedule L (Certificate I, II and III Replacement Teachers).

## 11. Are “D contract” teachers entitled to the Family Responsibility Day?

*The family responsibility leave is for all teachers holding a B contract (1.0 FTE) full time.*



## **12. Are supply teachers eligible to receive group insurance and salary insurance (with a portion paid by the employer)?**

Supply teachers can become members of the NBTF Group Insurance.

To join the NBTF Group Insurance, supply teachers must be members of either NBTA or AEFNB.

Supply teachers become eligible to join Group Insurance on their first day of supply work.

The Employer's contribution of Group Insurance premiums is not paid for supply teachers.

To continue to be covered by the insurance, the supply teacher will have to work a minimum of 10 days in the previous school year, otherwise the insurance will be cancelled.

To be eligible to receive disability insurance (or commonly referred to as salary continuation), the teacher must have a contract.

If a teacher has a contract, he must communicate with Johnson Inc. as soon as possible in order to continue his coverage under the NBTF Group Insurance Plan (1-800-442-4428).

## **13. Can supply teachers contribute to the NB Teachers' Pension Plan?**

A supply teacher will be identified by District Office payroll once they have earned a minimum of 35% of YMPE (Yearly Maximum Pensionable Earnings) in two (2) consecutive tax years. The YMPE for 2017 was \$55,300, for 2018 was \$55,900 and for 2019 is \$57,400. For example - for a supply teacher to become eligible, they would have had to earn a minimum of 35% of 55,900 in wages in the 2017 tax year (\$19,355), for 2018 tax year (\$19,565) and in the 2019 tax year (\$20,090). This is the case for any two (2) consecutive tax years. These earnings will be based on both supply and contract work in that tax year (Jan-Dec).

Once a supply teacher has met this test, they will be identified by District payroll and their name will be given to Vestcor Pension Administration, who will contact the teacher to determine if they wish to begin contributing to the pension plan. This question is an opt out, meaning that the teacher can say no, otherwise they will begin contributing to the plan. If a supply teacher does opt out, then they will not be eligible to contribute until they receive a contract and contributing to the pension plan becomes mandatory.



***Any ratification to the Collective Agreement must be made with the mutual consent of the parties, which is done during rounds of bargaining. It is important that teachers and supply teachers send their submissions to the Federation, through their Branches, for the asking package.***

**For any other question, don't hesitate to contact the NBTF at the toll-free number 1-888-679-7044 or at 506-452-1736.**

