



# **SUBSTITUTE TEACHING IN NOVA SCOTIA**



## **POPULAR QUESTIONS**

From the NSTU



This information has been prepared to acquaint teachers 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.

## **RIGHTS WITH RESPECT TO UNION MEMBERSHIP**

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### **Q1 *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.

### **Q2 *What are my options for Membership in the Nova Scotia Teachers Union?***

**A** Substitute teachers may opt to enroll as a Reserve Member in the Nova Scotia Teachers Union.

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 a Reserve Membership in the NSTU. Substitute teachers who do not become Reserve Members are not entitled to any of the organizational benefits conferred by Membership in the Nova Scotia Teachers Union. Whether a substitute teacher has taken out Reserve Membership they are required to pay Union Membership Fees of \$2.80 per day taught (amount as determined by resolution to Annual Council).

**Q3 *What are the rights of Membership included in a Reserve Membership?***

**A** The rights of Reserve Membership shall include, but not necessarily be limited to the right to:

- ◆ benefits as provided through NSTU as bargaining agent;
- ◆ request legal assistance in instances resulting from problems arising in the performance of duties;
- ◆ professional counselling within education;
- ◆ vote at the local and provincial level;
- ◆ attend Council as outlined in Article II of NSTU By-Laws;
- ◆ Membership in Professional Associations, except the right to hold office;
- ◆ Membership in the NSTU Group Insurance Plan, in accordance with the provisions of the plan;
- ◆ Membership on NSTU committees, where elected or appointed;
- ◆ access NSTU publications and materials, as assigned, on the NSTU website; and,
- ◆ an NSTU web mail account.

**Q4 *How do I qualify for Reserve Membership?***

**A** The following criteria must be met to qualify for Reserve Membership:

- ◆ 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 an education entity (as defined by the Education Act);

- ◆ pay an annual (August 1-July 31) Union Membership Fee of \$32.00 (amount as determined by resolution to Annual Council);
- ◆ pay Union Membership Fee of \$2.80 per day taught;
- ◆ have taught fifteen (15) days in the public school system in Nova Scotia in the preceding or current school year;
- ◆ make application on the appropriate form to the NSTU; and,
- ◆ provide the necessary documentation.

NOTE: Annual (August 1-July 31) Union Membership Fees of Reserve Members not to exceed that of an Active Member.

**Q5 *How do I apply for Reserve Membership?***

**A** The application form can be found on the NSTU website in the Early Career Section.

**Q6 *Can a substitute teacher end up paying more than \$850 in Union Membership Fees in a school year?***

**A** If a substitute teacher teaches every possible day in a school year and has taken out Reserve Membership the amount of Union Fees paid will be \$578 over the school year. However, occasionally when Members have a term contract and are also substitute teaching or when Members have term contracts with more than one employer, they may find that they have overpaid NSTU fees in a particular school year. Members are advised to check to ensure that you have not paid more than \$850 in a school

year (August 1<sup>st</sup> to July 31<sup>st</sup>). Requests for refund of overpayment must be directed to the appropriate employer so that an additional T4 may be issued and submitted no later than the following school year.

**Q7 *What are the voting rights of substitute teachers?***

**A Reserve Members:**

A substitute teacher who has taken out Reserve Membership is allowed to vote at the local and provincial level, including but not limited to, strike votes, ratification of tentative agreement votes, Presidential elections, Provincial Executive elections, and local elections. Voting cards will be sent directly to Reserve Members from NSTU Central Office, Reserve Members should not obtain a voting card from a School NSTU Representative.

**Non-Reserve Member Substitutes:**

Substitute teachers who have not taken out Reserve Membership are allowed to vote, if and only if, they are employed on the day of the vote.

## **RIGHTS WITH RESPECT TO COLLECTIVE AGREEMENTS**

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**Q8 *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 employer;
  - b. the regular teacher is on temporary assignment 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; or,
  - 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 an employer:
  - 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 replace a teacher on temporary assignment of more than 60 days but less than 175 days or to fill a temporary assignment of more than 60 days but less than 175 days; or,
  - 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 an employer after the twentieth (20<sup>th</sup>) day of school:
  - A to replace a permanent or probationary teacher who has left the employ of the employer after the twentieth (20<sup>th</sup>) day of school;
  - b. to fill a newly created position after the twentieth (20<sup>th</sup>) day of school; or,
  - 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 thus follows that employment on a replacement basis other than the situations described above will generally be classified as substitute teaching. The following is a useful guideline to define a substitute teacher:

- i. casual employment (e.g. replacing a teacher who is absent due to illness);
- ii. when a short-term illness becomes long-term the replacing teacher is still a substitute for the period so employed; or
- 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).

**Q9 *Can service as a substitute teacher be changed to service under a term contract?***

**A** Yes:

- i. 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. Also where the unpaid portion of the leave is for more than forty (40) days and extends to the end of the school year, and the regular teacher informs the employer that they are 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 employer from selecting the most qualified candidate in the opinion of the employer.
- iii. 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 employer.

**Q10 *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.

Finally, the employer 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 collective agreements.

**Q11 *What is the rate of pay for a casual substitute teacher?***

**A** The daily rate is sixty seven percent (67%) of an ITC/TC5 Step One divided by one hundred and ninety five (195).

**Q12 *What is the rate of pay for a substitute teacher who has replaced the same regular teacher for an extended period of time?***

**A** A substitute teacher who has been employed for more than eighteen (18) 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 eighteen (18) days in that school year.

**Q13 *If a substitute teacher continues in the same position as described in Question #12 above, is the higher rate of pay retroactive?***

**A** No, the rate paid for a substitute teacher replacing a teacher on a long-term absence is not retroactive.

**Q14 *Can a substitute teacher receive less than a full daily rate of pay?***

**A** Attention must be given to two 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.

**Q15 *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 eighteen (18) consecutive days. For all days beyond the eighteenth (18<sup>th</sup>) consecutive day the substitute 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. (Teachers' Provincial Agreement Article 32.03)

**Q16 *What rate of pay will a substitute 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.

**Q17 *Will consecutive service be lost if I am ill prior to being classified as a regular teacher pursuant to 32.03?***

**A** A substitute teacher's consecutive 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 employer is required to return the substitute teacher to the same position following an absence.

**Q18 *When does a substitute teacher receive sick leave benefits?***

**A** A substitute teacher is entitled to paid sick leave only after substituting for more than eighteen (18) 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. Use of sick leave, however, cannot commence until the end of the eighteenth (18<sup>th</sup>) day of such employment.

**Q19 *What other leaves are available to substitute teachers?***

**A** Substitute teachers who become classified as regular teachers pursuant to 32.03 shall be entitled to:

- i. leave pursuant to Teachers' Provincial Agreement, Article 29 – Leave for Birth of Child;
- ii. Special Leave or Bereavement Leave Days recognized in a Regional Agreement between the NSTU and the regional employer;
- iii. leave for jury duty; and,
- iv. leave while participating in provincial NSTU business pursuant to Article 31.07 (i) (b) of the Teachers' Provincial Agreement.

**Q20** *Once classified as a regular teacher and an in-service session is held, is the employer 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.

**Q21** *Once classified as a regular teacher and the school is closed by an order from; the Minister of Education and Early Childhood Development; or the education entity (as defined by the Education Act) in consultation with the Inspector; or some other authority; does the teacher receive salary for these days?*

**A** Yes, provided that:

- 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.

**Q22** *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. 18 days or less of employment)*

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

**Example:**

A substitute teacher has completed their 6<sup>th</sup> day of employment for the same regular teacher. The next day school is closed by the employer because of a storm. If the substitute returns to the same position on the school day following the storm (for the same regular teacher) the substitute teacher will be at day 7.

**Q23** *If a substitute teacher is hired for part-days, are additional days needed to move to higher rates of pay?*

**A** No, eighteen (18) part-days are the same as eighteen (18) full days.

**Q24** *If a substitute replacing a teacher on the last day of the school year continues to replace the same teacher in the same position 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.

**Q<sup>25</sup> Can the employer terminate my substitute service in order to prevent me from progressing to a higher salary rate?**

**A** No, an employer 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.

**Q<sup>26</sup> Are there any situations where substitute teaching can be deemed to have been probationary service?**

**A** Yes:

- i. 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 employer under a probationary or permanent contract immediately following the year(s) of service as a substitute teacher.
- ii. Where a substitute has a year of service which would qualify under the situation in (i), and received a Term contract pursuant to Article 33.01(i) of the Teachers Provincial Agreement the year immediately before, or the year immediately after, both years would be deemed probationary service if the teacher is offered a probationary contract in the third (3<sup>rd</sup>) year.

**Q27** *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 18 days). If the regular teacher returns and subsequently is off again within five (5) 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**

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**Q28** *Do my days teaching as a substitute teacher count for increment purposes?*

**A** Yes.

**Q29** *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; or,

- iii. A total of one hundred ninety-five (195) days in two or more school years.

**Q30 *In what situations are salary increments automatic?***

**A** If you qualify for a salary increment as of August 1 or January 1 of a school year, the increment will be automatic. For more details, see Article 18 of the Teachers' Provincial Agreement.

**Q31 *Can service from another jurisdiction (province/country) be used for increment purposes?***

**A** If you have service from another jurisdiction, you must apply to have the service recognized by the Office of Teacher Certification. For more details, visit their web site ([certification.ednet.ns.ca](http://certification.ednet.ns.ca)).

## **RIGHTS WITH RESPECT TO REGIONAL AGREEMENTS**

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**Q32 *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 the regional employer. For greater clarity, any existing regional provisions shall apply to matters of payment.

**Q33 *How often are substitute teachers paid?***

**A** Substitutes are paid on a bi-weekly basis on the regular paydays of the employer pursuant to Article 66 of the Teachers' Provincial Agreement. Substitute Teachers should contact the employer for the specific pay schedule.

## **RIGHTS WITH RESPECT TO NSTU BENEFITS**

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**Q34 *Are substitute teachers entitled to Membership in the NSTU Group Insurance Plan?***

**A** Yes, provided:

- i. they are 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 by the same regional employer, your premiums will be re-reimbursed. To be re-reimbursed you must apply to Johnson Insurance 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.

**Q35 *What group insurance benefits are available to substitute teachers under the conditions specified above?***

**A** The following group insurance options are currently available:

- i. Life Insurance,
- ii. Accidental Death and Dismemberment,
- iii. Total Care Medical and Total Care Dental,
- iv. Home Insurance,
- v. Automobile Insurance, and
- vi. MEDOC® Travel Plan

Please contact Johnson Insurance at 1-800-453-9543 regarding the most up-to-date insurance options.

**Q36 *Are applications required for insurance coverage?***

**A** Yes, applications and further information are available from Johnson Inc. at [nstu@johnson.ca](mailto:nstu@johnson.ca), 902-453-9543 or 1-800-453-9543.

**Q37 *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. Please note that substitute teachers in receipt of a Nova Scotia Teachers' Pension are not able to make further contributions.

**Q38 *For Employment Insurance purposes, how many hours do teachers work in a day?***

**A** By agreement with the NSTU, each Regional Centre for Education or School Board reports that teachers work an eight (8) hour day for EI purposes.

**Q39 *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 NSTU Constitution (*Teaching Profession Act, By-Laws, and Standing Orders*), 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 Agreement with each Regional Centre for Education or School Board.

**Q40 *Where can I get further information?***

**A** Information for teachers can be accessed on the Union's website at [www.nstu.ca](http://www.nstu.ca) or by calling the NSTU at 1-800-565-6788 or 902-477-5621.







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.



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*Comments and/or questions on this  
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