



INFOSHEET

Programs and Services

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Substitute Teacher Membership and Benefits

Membership

(a) The By-Law

The NLTA By-Laws make provision for substitute teachers to have active membership in the NLTA.

The relevant by-laws state:

III.A.(5): Substitute teachers: Every person engaged in teaching or administration on a casual part-time basis, who holds a valid teaching certificate or license granted by a Board of Examiners, or awarded by the Registrar of the Department of Education under the Education (Teacher Training) Act, 1968, and the Teacher (Certification) Regulations, 1979, thereunder, and is paid in accordance with current Education (Salary Grants to Boards) Regulations, 1969 (as amended).

III.B.(2): Substitute teachers shall enjoy all rights and privileges of the Association; except in the case of participation in Group Insurance, which participation shall be governed by decision of Group Insurance Managers; and except where such teachers hold membership under another category of this By-Law III, in which case rights and privileges shall be governed accordingly.

III.C.(3): Substitute teachers shall pay 1.25 percent on annual salary earned, with 0.1 percent placed directly into the emergency fund.

(b) Implications of the By-Law

As active members, substitute teachers shall enjoy all rights and privileges of regular full-time teachers. They may attend all meetings of the Association, speak and vote. Substitute teachers are eligible to hold office within the Association at the local and provincial level and to be delegates at the NLTA convention. Under these by-laws, substitute teachers pay dues of 1.25 percent of gross salary earned; the same rate as full-time teachers.

All persons who substitute will be governed by these guidelines, regardless of membership granted under another category of the Association's By-Laws.

Group Insurance

For purposes of group insurance, a substitute teacher is defined as a teacher who has not secured continuing employment or a replacement position of more than 19 consecutive days. A substitute teacher is eligible for the substitute package of Group Insurance Benefits under the following conditions:

- a) if you make first time application within the 31 day period after the first teaching day period, your coverage will commence on the date your application is received by the Plan Administrator.
- b) if you make first time application more than 31 days after the first teaching day, your application will be subject to Evidence of Insurability, and will become effective on the date the insurance underwriter approves such evidence.
- c) for continuation of coverage for the following school year, a substitute teacher must have taught ten days the previous school year and must teach at least once before November 30 of that following year. Otherwise, there will be a lapse of coverage and a new application will be required after the teacher has taught ten days during a school year. This application will be subject to Evidence of Insurability, and will become effective the date the insurance underwriter approves such evidence.

If a teacher is currently on leave from a full-time position and is also engaged in substitute teaching, the teacher may be eligible for the total insurance benefits offered under the regular NLTA group insurance plan. Retired teachers who substitute are governed by group insurance provisions for retired teachers.

The insurance package for substitute teachers includes the following plan options:

- A1 – Group Life Benefit of \$15,000;
- A3 – Group Accidental Death and Dismemberment Benefit of \$15,000;
- B – Group Health Insurance;
- B2 – Dental Insurance;
- A2/A5 – Voluntary Life Insurance;
- A4 – Voluntary Accidental Death and Dismemberment Insurance;
- CI - Critical Illness (Effective January 1, 2011);
- T – Medical Out of Country Travel Health Insurance.

Teachers who are contracted to teach for 20 consecutive days or more will have government contribution to Options A1, A3 and B retroactive to the first teaching day. For other substitute teachers, for Options A1, A3, B, and B2 above, the appropriate application form must be submitted within 31 days of the first day of substitute teaching. If this timeline is adhered to, medical evidence of insurability will not be required, and there will be no penalty under the dental plan. After the 31-day period, medical evidence of insurability for the term life and accidental death benefits and the health benefits will be required from the teacher and dependents and for dental, a \$125 first year maximum benefit for all insured members, teachers and dependents will be implemented.

The administrators of the plan, Johnson Inc. will, upon receipt and approval of the teacher's enrolment form, forward the appropriate certification of insurance as well as a direct pay drug card. Substitute teachers may apply for options A2/A5, A4, CI, T at any time.

The payment of premiums on a monthly basis must be done through bank deduction. Johnson Inc. will require each substitute teacher enrolled in the plan to authorize monthly collection of premiums through that method. Non-payment of premiums will result in cancellation of the requested coverage. Substitute teachers who teach for 20 consecutive days or more will have the government share of premiums rebated for that period retroactively.

Pensions

(a) Regular Teachers' Pension

After 19 consecutive days of substituting, an individual on the 20th day is considered a replacement teacher for benefits under the collective agreements. That time will therefore be counted as pensionable service. While contributing to the regular TPP, a teacher can then make arrangements to purchase/transfer other eligible time (e.g. maternity leave, prior substitute service, out-of-province teaching, public service employment time, etcetera) while a participant in the regular pension plan.

(b) Substitute Teachers' Pension Plan

Effective September 1, 1989, all substitute teachers are required to participate in the Substitute Teachers' Pension Plan, which is the Government Money Purchase Pension Plan (GMPP). Substitute teachers pay 5 percent of salary, matched by government. The plan is a defined contribution plan, similar to an RRSP, unlike the main Teachers' Pension Plan. The money is invested and can be transferred into a locked-in RRSP upon cessation of substituting, or can be transferred to the main Teachers' Pension Plan to obtain pension service. When a substitute teacher obtains a replacement or permanent contract, s/he should contact the NL Teachers' Pension Plan Corporation (TPPC) by email at: memberservices@tppcnl.ca, providing his/her social insurance number, mailing address, and a request to transfer substitute service to the main Teachers' Pension Plan. A contract will be mailed to the teacher and money in the Substitute Plan can be used to pay for the purchase of service in the main plan. Substitute teachers may also be eligible to purchase maternity leave for pension purposes and are encouraged to contact the TPPC.

Salary Related Benefits

(a) Rate of Pay

Substitute teachers in Newfoundland and Labrador are paid in accordance with the provisions of collective agreements, as follows:

- (i) The rate of pay for substitute teachers is based on qualifications and service in accordance with the Substitute Teacher Salary Scale for periods of substitution of less than or equal to three consecutive days.
- (ii) For periods of substitution in excess of three consecutive days for the same regular teacher, a

substitute teacher is paid on the basis of qualifications and service in accordance with the Annual Salary Scale, with effect from the first day of such period of substitution.

This means that substitute teachers are paid at the rate of 1/195 of annual salary for each day worked in accordance with qualifications and service on the appropriate scale as identified in the appropriate articles of the collective agreements.

Also, in accordance with Clause 22.04 of the Provincial Collective Agreement [Clause 22.06 of the Labrador West Collective Agreement], *“Teachers who are not on regular payroll shall be paid within four (4) weeks of the week in which work was performed by such teachers.”*

(b) Sick Leave

All substitute teaching time is included in the calculation of sick leave credits in accordance with the collective agreements. Substitute teachers shall be paid for sick leave approved in accordance with the collective agreements subject to the following conditions:

- (i) the substitute teacher is under contract with a School Board or the Department of Education for a period of 50 consecutive days or more during the school year, or a substitute teacher accumulates 50 days for substitute teaching service during the school year;
- (ii) the illness for which the substitute teacher obtained leave occurred after the teacher commenced employment during a contract period;
- (iii) the payment of sick leave benefits will not extend beyond the termination date of the contract period;
- (iv) substitute teachers who accumulated 50 days of teaching service through a series of short-term contracts will be paid for sick leave days certified by the School Board(s) retroactive to the date the teacher first commenced employment in the school year. After 50 days, sick leave benefits will be paid as claims are submitted by the school board(s);
- (v) effective September 1, 2006, substitute teachers with no previous teaching experience in the province who qualify for sick leave will be awarded sick leave in accordance with Clauses 15.02 (b), (c), (d) and 15.10 (c).

In light of these conditions, it is important that substitute teachers maintain accurate records of dates of employment and illness (preferably with a medical certificate) in order that retroactive claims for sick leave can be appropriately documented.

(c) Paid Holidays

Substitute teachers shall be paid for a maximum of three paid holidays designated by the school board if the holidays occur during a contract period.

(d) Paid Leave

Substitute teachers are entitled to paid leave to participate in approved inservice activities which occur during a contract period if attendance at the inservice is required by the school board.

(e) School Closures

For salary purposes, substitute teachers shall be deemed to have kept school on any day or part thereof where:

- (i) The school is closed pursuant to Section 32 of the Schools Act, or
- (ii) Previously contracted substitute services are not required for any other reason(s) and the substitute teacher is not notified prior to reporting for duty at the school that his/her services are not required.

(f) Salary Increments

Days worked as a substitute teacher are used in computing the total years of service for incremental purposes. The total years of service is determined by dividing the total days of service by the number of days in a school year (190 days up to September 1, 2002; 195 days thereafter). When the total has been computed, it is then adjusted so that a fraction of one-half year or more is counted as a year, but a fraction of less than one-half is not counted. This calculation is done once per year prior to September. The number of years of service will determine the point on the scale from which salary is paid.

(g) Severance Pay

Time spent as a substitute teacher can be counted for severance pay purposes. Clause 33.01(a) of the Provincial Collective Agreement states:

“A teacher who has nine (9) or more years of continuous service as a teacher in the Province is entitled to be paid on resignation, lay-off, retirement or death, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment as a teacher in the Province by two percent (2 percent) of his/ her annual salary to a maximum of forty percent (40 percent) of his/ her annual salary.”

The method used to compute years of continuous service is the same as that described above for salary increments. A teacher's continuous service is not deemed to be broken when on approved leave or furthering the teacher's education provided the teacher returns to a board at the commencement of

the next school year after the completion of such education. Of most importance for substitute teachers is the provision that states that continuous service shall not be broken where the teacher teaches at least 20 days in any school year.

(h) Other Leaves

Substitute teachers may be eligible to avail of other leaves, such as family leave and compassionate leave, provided that the absence arises during a contract period, and the teacher was not aware of the family obligation or death at the time work is offered.

Seniority

Under both the Provincial and Labrador West Collective Agreements, should a substitute teacher obtain permanent employment, seniority does include the total length of time employed as a teacher in Newfoundland and Labrador.

Employment Insurance

For purposes of Employment Insurance (EI), one full day of teaching is reported as eight hours of insurable employment. The number of hours required to be eligible for EI varies from 420 to 700 depending on region. The actual number of required hours varies according to the rate of unemployment in each geographic region. After accumulating the required number of worked hours, and provided all other conditions are met, a teacher would be entitled to employment insurance benefits.

The Employment Insurance Act also permits substitute teachers to receive benefits during the non-teaching period of July and August. However, claimants must not limit their availability for employment solely to teaching during this time. When in receipt of EI benefits and reporting earnings, the actual gross earnings per day; i.e. 1/195 of grid salary must be the daily earnings reported.

Opportunities for Employment

Teachers interested in substitute teaching in a particular area of the province should ensure that they contact the regional office in that area to advise them of their availability. In any event, new teachers with the Newfoundland and Labrador Eastern School District must have all required documents uploaded to their online profile prior to being approved. A "certificate of conduct" is also required. Persons interested in substituting with the Conseil Scolaire

Francophone School District must contact the individual school(s) they are interested in substituting at. The employment of teachers is addressed in the collective agreements. As long as the teacher meets the requirements of the provisions contained in these articles, they are eligible for employment as a substitute teacher. However, the decision as to which teacher is hired at any given time is the prerogative of the administration of each school, under the hiring authority delegated by the school board, provided the choice is made in accordance with the collective agreements.

NLTA Programs and Services

As full members of the NLTA, substitute teachers are afforded access to the full range of member services in the program areas offered by the Association. A complete outline of Programs and Services with the details of specific elements and their applicability to substitute teachers, can be found in the NLTA publications and pamphlets prepared by the Programs and Services Staff.

The Bulletin and other Association publications provide an abundance of information on opportunities for teachers to pursue specific areas of professional interest.

Substitute teachers are encouraged, as are all teachers, to become involved and actively participate in the activities of your local NLTA branch. It is only through individual active involvement that teachers can begin to understand the workings of the NLTA and how it functions to serve the total membership. This Infosheet forms part of a more complete information kit which is available to substitutes upon request from the NLTA office or on the NLTA website at www.nlta.nl.ca. The kit will contain a variety of information in booklet and pamphlet form. It is recommended that substitute teachers take the time to review its contents carefully. The NLTA can be contacted for assistance and advice at Tel: 709-726-3223 or 1-800-563-3599 or mail@nlta.nl.ca.