



# MEMORANDUM

## Programs and Services

March 21, 2016

**TO:** Itinerant Teachers

**RE:** Itinerant Teachers – Scheduled Hours of Work, School Closures and Redundancy

As a result of the 2014 School Board amalgamation, which saw the creation of the Newfoundland and Labrador English School District (NLESD), the base locations for a number of itinerant teaching positions were displaced from School District offices and moved to schools. This was accomplished via the creation of “satellite offices” in those schools. The NLTA has been in discussions with the NLESD since 2014 about the consistent application of contractual, statutory and professional expectations for itinerant teachers. A policy grievance was filed by the Association on May 20, 2014, challenging matters related to itinerant teachers’ scheduled hours of work and attendance when school is closed pursuant to s.32 of the Schools Act.

On March 4, 2016, a Memorandum of Understanding and Settlement was reached with the District. This agreement settles and clarifies the issues pertaining to the above noted issues. It also clarifies the appropriate process in the event that an itinerant teacher is declared redundant.

This communication is to outline the provisions of that memorandum.

### SUMMARY

#### **Who does the agreement apply to?**

The memorandum is applicable to itinerant teachers who are assigned to:

- an office in the NLESD District Office
- an office in a NLESD Regional Office
- a NLESD satellite office, as defined in the agreement

As such, the agreement does not apply to school-based itinerant teachers, i.e., it does not apply to itinerant teachers who are assigned to a staff at a school (e.g. an itinerant music teacher or guidance counsellor who is assigned as a member of a staff at a school).

#### **What is a Satellite Office?**

A Satellite Office is an itinerant teacher’s office that is physically located in any location other than the District Office or a Regional Office.

An itinerant teacher whose office is physically located in a school building is deemed to be assigned to a Satellite Office if:

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- The itinerant teacher reports directly to, and is supervised by, personnel located at the District Office or a Regional Office;
- The itinerant teacher is not an assigned member of the staff of the school in which his/her office is physically located or any other school;
- The itinerant teacher does not avail of secretarial or other support services assigned to the school in which his/her office is physically located or any other school; and
- The itinerant teacher is not assigned any administrative responsibilities, supervision or other non-curricular duties at any school.

If an itinerant teacher's office is physically located in a school building in which the itinerant teacher does not deliver programs and services, the itinerant teacher's office is deemed to be a Satellite Office.

An itinerant teacher can only be assigned to one office.

### **What are the hours of work for itinerant teachers assigned to a District, Regional or Satellite Office?**

The scheduled hours of work on a particular day, or part thereof, for an itinerant teacher assigned to a Satellite Office, Regional Office, or District Office depend on whether the teacher is scheduled to deliver programs and services in a school, or whether the teacher is scheduled for office hours.

If the teacher is scheduled to deliver programs and services at a school, his/her scheduled hours of work shall be equivalent to the scheduled hours of work for teachers in the school(s) where the itinerant teacher is scheduled to deliver programs and services on that day (or part thereof.)

If the teacher is scheduled to work at his/her office on a given day, his/her scheduled hours of work are the same as the District Office, i.e., 8:30 a.m. to 4:30 p.m., or relevant part thereof.

Further, when an itinerant teacher is scheduled to provide programs and services in a school that is located more than one hour's drive from his/her office, the teacher shall not be required to travel for more than one hour at the beginning and/or at the end of his/her work day.

### **Do itinerant teachers report to work if school is closed?**

To answer this question, an itinerant teacher must consider where they are scheduled to provide services on that day. If the location where they are scheduled to provide services on that day is open, they report to work at that location (as long as the normal routes of transportation have not been declared impassable by the appropriate authorities). Conversely, if the location where they are scheduled to provide services on that day is closed, the teacher cannot be compelled to report to work at any location and is paid pursuant to the *Schools Act*.

Satellite Offices may remain open even if schools in the same building are closed for weather or similar reasons. If all the following criteria are met, the itinerant teacher would be in attendance at his/her office, notwithstanding that a school in the same building is closed:

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- The itinerant teacher is scheduled to work at his/her office on that particular day;
- The normal routes of transportation have not been declared impassable by the appropriate authorities; and
- The District has ensured all relevant health and safety standards are met, including but not limited to safe access to and egress from the building, adequate heat and lighting, access to water for drinking and washroom facilities and the like.

Further, the District has acknowledged and agreed that a reasonable decision to open or close a Satellite Office will be made after consideration of local road and weather conditions.

### **What happens if an itinerant teacher (as defined by the Agreement) is declared redundant?**

The collective agreements define “school” as “any school or other place of work to which a teacher has been assigned by the School Board”. Article 9 of the Provincial Collective Agreement and Article 47 of the Labrador West Collective Agreement apply in cases of redundancy.

If an itinerant teaching position is determined to be redundant at a District, Regional, or Satellite Office, the actual location of the itinerant teacher’s office shall be deemed to be his/her school and the teacher occupying the itinerant position shall be afforded all rights and privileges outlined in Articles 9 and 47, respectively. As such, a Satellite Office constitutes a separate school for the purposes of Article 9 and Articles 47, respectively, notwithstanding that the Satellite Office is located in the same building as another school.

## **BACKGROUND**

### **Contractual**

Clause 28.03 of the Provincial Collective Agreement and Clause 16.03 (a)(i) of the Labrador West Collective Agreement state:

*When a school is closed pursuant to Section 32 of the Schools Act, 1997, the teacher shall not be required to be in attendance at school.*

### **Statutory**

Sections 31 and 32 of the *Schools Act* state:

31. Unless assigned to other duties by the principal or absent because of illness or other unavoidable cause, a teacher shall be in school during a period in the morning and in the afternoon immediately preceding the time set for the opening of school as required by the by-laws of the board.
32. A teacher in a school shall, for the purpose of determining payment of salary, be considered to have taught on a day or part of it when:
  - (a) The teacher having charge of the school closes it because of inclement weather, under a general authority given to him or her orally or in writing by or under the direction of the board;

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- (b) The school is closed by order of the minister responsible for health by reason of disease being or threatening to become epidemic;
- (c) The school is closed by the board at any time after opening to enable repairs to be effected;
- (d) The school is declared uninhabitable by the board because of fire, storm, failure of the sewage system or other cause of a similar nature;
- (e) The teacher was unavoidably prevented from opening the school because of delay in construction of new buildings or the extension, remodelling or renovation of existing buildings and the minister is satisfied that no alternative accommodation was available;
- (f) The school was closed because of lack of heating or for another reason, where, in the opinion of the minister, the closing of the school could not have been avoided by the teacher; or
- (g) The teacher is required to act as a member of the board of arbitration established in accordance with the collective agreement as defined in the Teachers' Collective Bargaining Act.

### **Professional**

As professionals, teachers have always been expected to complete unfinished planning, preparation and evaluation outside the confines of their office hours. It is because teachers' professional responsibilities do not really have specific start and end times that they must take extra care in balancing their professional responsibilities with their personal lives. The work expectations of teachers are not, and have never been restricted to the hours of operation of their base of work. The hours of operation of a teacher's base, whether it is a school or a school district office, can only be used as an expectation for when a teacher should be in attendance in the workplace. It is not a measure of the actual time required to complete a teacher's assigned work.

Should a teacher be given directions that are in conflict with the position outlined in this memo, they should first comply with the direction given and then contact an Administrative Officer in the Programs and Services Division.