

Additional Information for Teachers

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.*

How to Become a Substitute Teacher/Local Permit Information

All school districts in New Brunswick work a little bit differently when it comes to recruiting substitute teachers as all have different needs. Anglophone East is fortunate to be located near educational institutions that provide us with a very large pool of well-qualified individuals.

As of August 2012, to qualify to substitute teach in Anglophone East you must:

- ***Have a NB Teachers Certificate or NB interim certificate***

Individuals with an Education degree from another Province must make application for their Interim Certificate through the Department of Education (250 King Street, Place 2000, Fredericton, NB 453-3431).

Occasionally we issue a **local permit** (document which allows individuals that do not have a teaching certificate to teach in our district) to individuals that have a specific specialization for which we are in need of teachers (example: music, art, French).

Local Permits expire at the end of each school year and therefore need to be renewed each year. There is a processing fee that you will pay in order to have your Local Permit validated. Payment **is accepted in the form of a cheque or money order or by Interact at our reception.** Cheques must be **made** payable to “Minister of Finance, Province of NB”. Payments and re-newel forms must be sent into the district office.

Once your application has been accepted, you have attended the orientation session, and all of the required paperwork is received, you will be notified of your addition to the substitute teacher list and your addition to the Absence Management (AESOP) system and you can begin substitute teaching. Absence Management is our automated system for contacting casual replacement workers.

Included on the Absence Management database is the name and telephone number for each substitute teacher along with additional information such as what you are qualified and approved to teach. (Note – substitute teachers that have a teaching certificate will be contacted before those who have a local permit).

Long Term Supply/ Permanent Opportunities

If you are a Certified Teacher and are interested in permanent contract positions or long term substitute positions, the process to be considered is the same for both. Interviews are held periodically throughout the year with certified teachers in order to identify and approve candidates for the various subject areas and levels. Successful candidates are placed on what many refer to as the “Eligible to Hire List” or “Long Term Supply List”. All permanent contract positions as well as long term supply positions are filled from these lists of pre-approved candidates. ***Please note that even though you may be placed on one of these lists, it does not automatically make you eligible for the day-to-day supply list. Candidates must complete different paperwork and attend the orientation session to be on that list.***

Check our website regularly for current job opportunities. *A large number of interviews take place each spring for the following school year.*

If you receive a contract or long term teaching position, please remember to contact your Absence management administrator, Shelley Manderville-Murphy at 869-6134 as your status will need to be changed.

One common question that is asked is:

“Now that I have a contract, does that mean that I have recall rights?”

A substitute teacher who is employed for more than four consecutive months replacing the same teacher may be awarded a Schedule “D” Contract and is entitled to recall rights under article 48 of the NBTF Collective Agreement, when that contract terminates. In application of those provisions, the teacher’s name will be placed on the long-term substitute list and recall list and they will be considered for future schedule “D” contracts for which they are qualified.

Teaching French Immersion

All teachers for the French Immersion Programs must have a “superior level” of oral French proficiency. Written confirmation of proficiency must be attached to the application. Where possible, substitute teachers replacing permanent French Immersion teachers will also possess “superior” French proficiency.

A language evaluation form is attached.

New Brunswick Teachers Association Union

For more information on the New Brunswick Teachers Association Union and your eligibility for membership please contact them directly at:

<http://www.nbta.ca> or P.O. Box 752, 650 Montgomery Street Fredericton, NB E3B 5R6 Phone: 506-452-8921.

Recommended Resources for Supply Teachers

- **“Making Classroom Assessment Work”** 3rd edition by Anne Davies
- **“Enhancing Professional Practice – A Framework for Teaching”** 2nd edition by Charlotte Danielson
- **“Raising The Bar and Closing The Gap, Whatever it Takes”** by Richard DuFour, Rebecca DuFour, Robert Eaker, Gayle Karhanek (2010) Solution Tree
- **“Professional Learning Communities At Work”** Dufour & Eaker (1998) Solution Tree

LANGUAGE EVALUATION FORM/DEMANDE D'ÉVALUATION LINGUISTIQUE
Post-secondary Education Training and Labour/ Éducation postsecondaire, Formation et Travail
Certification Unit/ Unité de Certification
6187-02B (03/2012)

Date : _____ / _____ / _____
 Y-A / M / D - J

CONTACT INFORMATION/COORDONNÉES

NAME/NOM : _____ Month/Day of birth _____ / _____
 Previous surname _____ Mois/Jour de naissance : Ex : Jan / 22
 Nom de famille précédent : _____

Tel/Tél : _____

Email/Courriel: _____

Address/Adresse _____

Postal Code / Code postal: _____

In which language are you more competent? () English () French () Other
 Quelle langue utilisez-vous avec le plus de facilité? () Anglais () Français () Autre

EVALUATIONS/ ÉVALUATIONS

English French
Anglais Français

- () () Oral, Telephone (\$60) /Oral, au téléphone (60\$)
 () () Reading, Second Language (\$45)/Lire, langue seconde (45\$), Region/Endroit*, _____
 () () Writing, Second Language (\$45)/Écrire, langue seconde (45\$), Region/Endroit*, _____

* Travel expenses may apply/Frais de déplacements pour certaines régions

First evaluation/Première évaluation: Yes/oui () ; No/non ()

Please indicate dates/times the candidate is **available** for the evaluation(s) (if necessary).

Monday to Friday, 9:00 AM to 3:30 PM

Veillez indiquer les dates/heures où le candidat est **disponible** pour (les) l'évaluation(s) (si nécessaire).

Du lundi au vendredi, entre 9 h et 15 h 30.

() REASSESSMENT of the recorded evaluation (\$30) / RÉÉCOUTE de l'enregistrement de l'évaluation (30 \$)

PAYMENT/PAIEMENT

- () **Money order**, payable to the Minister of Finance enclosed
 () **Mandat-poste**, libellé au nom du Ministre des Finances inclus

Please send your request and payment to.../Envoyer votre demande et votre paiement à...:

PETL-EPFT Certification

Linguistic Services Linguistiques, 120-470 rue York Street, Fredericton, NB E3B 3P7