

**TERM
TEACHING
IN
NOVA SCOTIA**



**POPULAR
QUESTIONS**

FROM THE NSTU

This information pamphlet is intended to acquaint teachers and administrators with the salient points of term contract employment. The views expressed are opinion and without prejudice to the application of contractual clauses in particular individual circumstances. This document is listed as an exemption to the NSTU Inclusive Language Policy.

1 Q. *When is a teacher hired on a term contract?*

- A. A term contract should be issued when a teacher is hired in at least the following situations:
- i) to replace a regularly employed teacher who is on leave from the Education Entity for the school year (e.g. Full Year Leave of Absence, Full Year Educational Leave, Full Year Deferred Salary Leave;
 - ii) to replace a regularly employed teacher who is on temporary assignment for the school year;
 - iii) to replace a regularly employed permanent contract teacher who is job-sharing with another teacher or is teaching for one semester, and the teacher's position is replaced for the school year;
 - iv) to replace a teacher on unpaid leave following an absence of a minimum of two (2) consecutive school years.
 - v) to job share for the full school year;
 - vi) to teach on a part-time basis for the full school year, for the remainder of a semester, or for the remainder of the school year;
 - vii) to teach for a first or second semester;-
 - viii) to replace a teacher who is on a six-month deferred salary leave;

- ix) to replace a teacher who is on temporary assignment for more than 60 days but less than 175 days;
- x) to replace a teacher on parental leave for more than forty 40 days.
- xi) to replace a permanent or probationary teacher who has left the employ of the Education Entity after the twentieth day;
- xii) to fill a newly created position after the 20th day;
- xiii) to replace a teacher who is on unpaid leave in excess of 40 days and will not be returning for the remainder of the school year.

2 Q. *Is a term contract an actual contract that is signed by the term teacher?*

A. Yes. As a term teacher you should have an actual contract in your possession. These contracts should be put in a safe place for future reference.

3 Q. *When should I receive the actual contract?*

A. You should receive a contract to sign as soon as possible after you are informed by the proper Education Entity official that you have been hired. Procedures may vary from Education Entity to Education Entity. However, do not wait until the end of the year to request a contract. If, after a reasonable period of time you do not have a contract, contact your Union officials.

4 Q. *Are there any other situations where a term contract may be issued?*

A. Yes. A term contract may be issued in a temporary assignment where the temporary assignment is for

more than ten (10) days and less than sixty-one (61) days or the Education Entity may hire the replacement as a substitute or as a term contract teacher. However, the salary in either situation will be that of a term teacher.

5 Q. *What is the distinction or difference in the kind of term contract that is issued?*

- A. There is a very important difference. Generally term contracts may be divided into three categories:
- i) term contracts issued for an assignment for the school year (175 days or more);
 - ii) term contracts issued for less than 175 days and/or are for the full school year but on a part-time basis;
 - iii) term contracts issued for less than 175 days where a regular teacher is not being replaced (a new position is created or the regular teacher leaves the employ of the Education Entity).

Recall and re-hiring benefits contained in the Provincial and Regional Agreements may apply to certain categories of term contracts and also may apply in a certain order of term contracts. (e.g., Full-time term contracts may be re-hired before part-time term contracts).

6 Q. *I am a term teacher who was hired to an 80% term position. Later, a 100% term position becomes available. Can I apply for the 100% position?*

- A. It depends on the provisions of your Regional Agreement, You should refer to the provisions of your Regional Agreement or contact your Local Union representative.

- 7** Q. *I was employed in two fifty percent (50%) term contracts in the same academic year for the same Education Entity. What is the status of my term contract?*
- A. A teacher who has two or more term contracts in the same academic year with the same Education Entity, and where the aggregate service is a minimum of 175 days and where the teacher has satisfactory evaluations, the teacher shall be deemed to have been employed in a full-year full time term position of 175 days or more.
- 8** Q. *If I am replacing a teacher who is on sick leave and the teacher will not be returning for the remainder of the school year should I have a term contract?*
- A. Not necessarily. For a term contract to be issued, the teacher must be on a leave without pay for at least 41 days. In addition, the leave must be known to extend to the end of the school year.

Supplementary Question:

- 9** Q. *Does it matter, if I am replacing a teacher as in question #8 above and I am already on full salary as a result of long term substitution, whether I have a term contract or remain a substitute?*
- A. Yes. If you have a term contract, as opposed to being a substitute teacher, you will have insurance benefits paid and you may have recall or re-hire rights. In addition, the term contract days will count towards aggregate service if you are hired in consecutive years on term contracts.

- 10 Q.** *If I am in a term position and discover the position is not a real term position, do I automatically become a probationary contract teacher?*
- A. No, not necessarily. Many Regional Agreements contain clauses that give direction to the order of hiring and the order in which contracts are to be issued. You may find yourself in a position that is no longer a term position but, because a different term teacher in the system should have been offered the contract, that other term teacher may be given a probationary contract while you remain in the position for the remainder of the school year.
- 11 Q.** *The assignment I hold as a term contract teacher was not held by the person who is named on my term contract. Should I have a term contract?*
- A. Not necessarily. The Union has taken the view the teacher you are replacing does not have to be in your school or hold the assignment you are in now. You could be replacing a teacher in another school twenty-kilometres away from your teaching site. However, the teacher you are replacing cannot be named in a contract more than once.
- 12 Q.** *What part-time teaching WILL NOT be classified as term contact employment?*
- A. It is difficult to describe all such situations, but generally:
- i) Casual employment (e.g. replacing a teacher who is absent due to illness) is regarded as substitute teaching.
 - ii) When a short-term illness becomes long-term — the

replacing teacher is still a substitute teacher for the period so employed, except in special circumstances.

- iii) When a 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), the replacing teacher is a substitute.

12 Q. *How is the salary of a term teacher determined?*

- A. During the school year, a term teacher receives a proportion of annual salary, based on the number of days taught (including claimable days). The rate per day is the same as that teacher would receive if he/she were a regularly employed full time teacher.

13 Q. *How often are term teachers paid?*

- A. The method should be the same as is used to pay regular full-time teachers.

14 Q. *What employment benefits are available to term teachers?*

- A. Term teachers are entitled to all the benefits of a regular teacher. One important distinction should be noted however:
 - i) Term teachers employed for 175 or more days in a school year are entitled to sickness, maternity, parental and adoption benefits similar to regularly employed full-time teachers.
 - ii) Those term teachers whose employment is for less than 175 teaching days are entitled to prorated sickness, maternity, parental and adoption leave benefits based on the percentage of days taught (e.g. 50% term position – 10 sick days)

15 Q. *What insurance benefits do term teachers receive under the Provincial Agreement?*

- A. Term teachers are eligible for the same insurance benefits as regular full-time teachers. Specifically:
- i) Provincial Master Life – no cost
 - ii) Total Care Medical: Single Policy – no cost; Family Policy – no cost
 - iii) Total Care Dental: – Employer pays 65% of premium cost.
 - iv) Long Term Disability – Employer pays 50% of premium cost.

16 Q. *Are applications required for insurance coverage?*

- A. No application is required for the Provincial Master Life Policy. As a teacher you are automatically covered. Designation of Beneficiary forms can be downloaded from the NSTU web site.

An application is required for Total Care Medical and Dental and Long Term Disability. The application form can be downloaded from the NSTU web site.

17 Q. *If I work for 175 or more days this year as a term teacher, and the next year the same Education Entity employs you by way of a probationary contract, can this year count as a year of PROBATION even though I have signed a term contract?*

- A. Yes, such service is counted as probationary service under the circumstances described.

- 18** Q. *If I am hired in November this year and work continuously on a Term Contract until the end of the school year, will such service count as probationary service if I am employed in the next year by the same Education Entity by way of a probationary contract?*
- A. Yes. If the full-time Term contract employment begins before December 31st, it can, in the circumstance described, count as probationary service.
- 19** Q. *Generally, when is term contract service counted as probationary service?*
- A. Generally if you were hired under a term contract that was for the full school year or more than 175 days, or were hired in a new position or a position vacated before December 31st but after the 20th day of school, and the position is full-time from that day forward, you may have the service counted as probationary service provided you are hired in the next school year under a probationary contract.
- 20** Q. *If I am a term teacher this year and the Education Entity is hiring for the next school year, how may I receive preference in hiring?*
- A. You should refer to your Regional Agreement for an article on recall rights for term teachers. This clause, if in your Regional Agreement, will explain the conditions and order of placement for the next school year.
- 21** Q. *Is there an order of placement of positions?*
- A. You should refer to your Regional Agreement for placement process.

22 Q. *How can I tell if the contract should be a term contract or a probationary contract?*

A. Generally, the term contract form itself will identify the person you are replacing or will indicate a category of term contract as set out in Schedule C: Term Contract of the Teachers' Provincial Agreement. If there is any doubt, you should contact a Union official. Do not wait until the end of the year to question the contract. Question the contract when it is received or when a discrepancy comes to your attention.

23 Q. *Once a term contract is issued, can it be changed?*

A. It is possible to change the category of term contract issued. Circumstances may change during the school year with the status of the regular teacher being replaced and this may necessitate a change in the term contract. It is also possible that a term contract should be changed to a probationary contract. However, the Union should be informed before these kind of changes are made in order to avoid conflict with other portions of agreements that may impact when a change is made.

24 Q. *Do my days of teaching as a term teacher count for increment purposes?*

A. Yes.

- 25 Q.** *How many days must I teach and/or claim in order to qualify for a salary increment?*
- A. There are three (3) possible situations:
- i) A total of 175 days in any one (1) school year. (Increment in August)
 - ii) A total of 175 days in any one (1) calendar year. (Increment in January)
 - iii) A total of 195 days in two or more years.
- 26 Q.** *When are salary increments automatic? In what circumstances must I apply for an increment?*
- A. If you qualify for a salary increment as of August 1 of a school year, or as of January 1 of a calendar year, the increment should be automatic.
- 27 Q.** *I am a regular full-time permanent contract teacher. I am interested in teaching on a part-time basis next school year. Can I do so without losing my permanent contract?*
- A. Yes. You are deemed to have a permanent contract in this situation.
- 28 Q.** *What advice can you give to full-time teachers who are interested in part-time teaching?*
- A. i) Make certain you have a written commitment from your Education Entity that you can return to full-time teaching at the beginning of any school year.
- ii) Before making your decision, be sure you understand all the implications of part-time employment; not only salary, but also sick leave, seniority, job description, pension, etc. You should check your Regional Agreement.

29 Q. *I'm a term teacher currently working on a part-time basis for the full school year. I've had this kind of teaching job continuously every year with the same Education Entity for several years. Am I deemed to be teaching on a permanent contract with the same Education Entity?*

A. Under the terms of the 1984 Teachers' Provincial Agreement, any term teacher (part-time for the full school year) who has been continuously employed in this manner since August 1, 1976 is deemed to be on a permanent contract.

30 Q. *I had a permanent contract until 1973 and then decided to work part-time with the same Education Entity. I've been teaching part-time over the full school year with the same Education Entity every year since. Do I have a permanent contract with my Education Entity?*

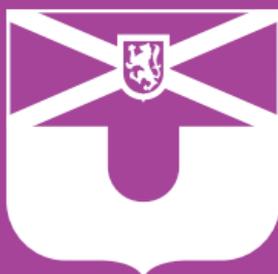
A. Yes. Provisions of the 1984 Teachers' Provincial Agreement allow for teachers in employment situations such as yours to be deemed tenured.

31 Q. *Do term teachers contribute to the Nova Scotia Teachers' Pension Plan?*

A. Yes. All teachers, whether full-time, part-time or substitute teacher, 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 and claimed.

- 32** Q. *As a term teacher, am I a Union member? If so, what dues do I pay?*
- A. Term teachers are regarded as active NSTU members and pay dues. Term teachers pay full dues unless they are employed for less than 60 days in which case the following formula for dues applies:
- Number of days employed (less than 60) divided by 60 and then multiplied by 80% of the annual membership fee.
- 33** Q. *Where can I get answers to any further questions I may have on term teaching.*
- A. Contact your Local or the Member Services Department, NSTU. contractinfo@nstu.ca

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 further questions on
term teaching are welcomed.**

Please contact the
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