



**TERM
TEACHING
IN
NOVA SCOTIA**



**POPULAR
QUESTIONS**

FROM THE NSTU

This pamphlet is intended to acquaint teachers 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.

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

- A. A term contract must be issued when a teacher is hired in the following situations:
- i) to replace a regularly employed teacher who is on leave from the Education Entity for at least 175 days (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 or is teaching for one semester;
 - 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 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 20th day;
- xii) to fill a newly created position after the 20th day;
- xiii) to replace a teacher who is on unpaid leave for more than 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 soon after you are informed by the Education Entity 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, ask your Principal. If you do not receive your contract soon thereafter, contact the NSTU.

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

- A. Yes. A term contract may be issued for a temporary assignment of more than ten (10) days and less than sixty-one (61) days. (Alternatively, the Education Entity may fill the temporary assignment with a substitute but must pay the substitute as though they were a term teacher).

5 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. Each teacher in Nova Scotia is subject to 2 collective agreements and each covers different aspects of the employment relationship. The Teachers' Provincial Agreement contains most economic provisions for term teachers. The applicable Regional Agreement (specific to the Education Entity) contains the provisions that give preference to term teachers for future jobs based on their term service. Therefore, to determine for example if you may accept a term job at 80% and then move to a 100% term job depends on your Regional Agreement. Please don't hesitate to contact the NSTU with any questions.

6 Q. *I had two separate 50% term contracts in the same school year with the same Education Entity. Is there anything I should know?*

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.

7 Q. *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. Maybe. It depends on the duration of the ill teacher's absence, whether

paid sick leave has been exhausted and whether the ill teacher has confirmed to the Education Entity that they will not be returning for the rest of the school year. A term contract must be issued if the absent teacher has been on leave without pay (usually unpaid sick leave) for at least 41 days and confirmed that they will not be returning for the rest of the school year.

8 Q. *Imagine that I am replacing an ill teacher who has been off work for months. After the 18th day I began being paid at the full rate, as a “regular teacher”. Since I’m being paid at the full rate, does it even matter if my status changes from “long term substitute” to term?*

A. Yes. If you have a term contract instead of being a substitute teacher, you will have insurance benefits paid and you may acquire or begin working towards recall or re-hire rights (preference in hiring for future jobs). Further, term employment is more secure than substitute work as it is a promise of work for a defined period of time.

9 Q. *The assignment I hold as a term contract teacher is not the same assignment held by the absent teacher who is named on my term contract. Is this a problem?*

A. No. The teacher you are replacing does not have to be in your school or hold the assignment you are in now. For example, your term contract could reflect that you are replacing a teacher in another school twenty-kilometres away from your teaching site. However, the teacher you are replacing can only be named in a single term contract.

- 10 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 circumstances described in question 7.
 - 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 usually a substitute.

- 11 Q.** *How is the salary of a term teacher determined?*
- A. The salary grid that applies to permanent and probationary teachers also applies to term teachers. (Different rates of pay apply based on level of teaching certification and experience.) For less than full-time positions, a term teacher receives a proportion of annual salary, based on the number of days taught.

- 12 Q.** *How often are term teachers paid?*
- A. The method of pay for term teachers is the same as is used to pay permanent and probationary teachers (bi-weekly pays with smoothing if required at last pay in July).

- 13 Q. *What employment benefits are available to term teachers?***
- A. Term teachers are entitled to all the benefits of a regular teacher except that sickness, maternity, parental and adoption leave benefits are prorated based on the percentage of days taught if less than 100% for the full school year (e.g. 50% term position – 10 sick days)
- 14 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 to teacher
 - ii) Total Care Medical: Single or Family Policy – no cost to teacher
 - iii) Total Care Dental: – Employer pays 65% and teacher pays 35% of premium cost
 - iv) Long Term Disability – Employer pays 50% and teacher pays 50% of premium cost
- 15 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, Dental and Long Term Disability. The application form can be downloaded from the NSTU web site.

- 16 Q.** *If I work for 175 days or more this school year as a term teacher, and next year the same Education Entity employs me by probationary contract, can this year count as a year of probationary service even though I have signed a term contract?*
- A. Yes, such service is counted retroactively as probationary service.
- 17 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 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 will count as retroactive probationary service.
- 18 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 will have the service counted as retroactive probationary service provided you are hired in the next school year under a probationary contract.

- 19 Q.** *If I am a term teacher this year and the Education Entity is hiring for 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 will explain the conditions and order of placement for the next school year.
- 20 Q.** *Is there an order of placement of positions?*
- A. You should refer to your Regional Agreement for placement process.
- 21 Q.** *How can I tell if the contract should be a term contract or a probationary contract?*
- A. Generally, the term contract itself will identify the person you are replacing or will indicate a category of term contract, as set out in the standard form term contract (Schedule C 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 raise any questions. Question the contract when it is received or when a discrepancy comes to your attention.
- 22 Q.** *Once a term contract is issued, can it be changed?*
- A. It is possible to change or re-issue a term contract if circumstances require. For example, the status of the regular teacher being replaced could change 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 kinds of changes are made in order to avoid conflict with other portions of the agreements.

- 23 Q.** *Do my days of teaching as a term teacher count for increment purposes?*
- A. Yes.
- 24 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.
- 25 Q.** *When are salary increments automatic?*
- 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.
- 26 Q.** *I am a full-time permanent contract teacher. I am interested in teaching on a part-time basis next school year and my Education Entity is agreeable. Can I do so without losing my permanent contract?*
- A. Yes. You are deemed to have a permanent contract in this situation.
- 27 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.

28 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 Plan. Contributions are based on salary earned. Pension service is determined by the actual number of days taught and claimed.

29 Q. *As a term teacher, am I a Union member? If so, what dues do I pay?*

- A. Term teachers are active NSTU members and pay dues of \$850 per year. 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.

30 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 Member Services
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