



MEMORANDUM

Office of the Assistant Executive Director
January 28, 2020

To: All Teachers and Administrators

From: Stefanie Tuff, Assistant Executive Director

Re: **Substitute Teacher Rights in the Event of School Closure and Other Reasons**

Every year, particularly during the winter months, Programs and Services staff receive questions regarding substitute teachers' rights when schools are closed for weather or other such reasons as per Section 32 of the *Schools Act, 1997* (the Act). The recent blizzard and extended State of Emergency in the St. John's metro region have, understandably, heightened attention on this issue. Therefore, the following information is being provided to all NLTA members to clarify and address the most common inquiries that arise in these situations.

Q: If a substitute is contracted to work at a school on a particular day or for a particular contract period but that school is subsequently closed due to inclement weather, lack of heating, or other similar causes, and the substitute is notified prior to arriving at the school, are they entitled to be paid for the day or days?

A: Yes. Once contracted to work, substitutes are entitled to receive pay for any day or part thereof, if school is closed pursuant to Section 32 of the *Schools Act, 1997*, regardless of whether or not they are contacted prior to arriving at the school – refer to Clause 49.04(a) of the Provincial Collective Agreement, and Clause 46.04(a) of the Labrador West Collective Agreement. Section 32 of the Act states that “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” the school is closed due to inclement weather, health reasons, repairs/renovations/construction, lack of heating, or if the school is declared uninhabitable because of fire, failure of the sewage system or other cause of a similar nature.

For example, if a substitute teacher is booked in advance and on the particular day in question the school is closed due to inclement weather, the substitute will still be entitled to be paid for the day, regardless if they are contacted by the school and informed of the closure or not. The substitute, like any other regular teacher or TLA on that staff, is deemed to have kept school on that day (or part thereof) for the purpose of salary.

Q: Would a substitute be entitled to receive pay if previously contracted services are cancelled for **any reason other than** those listed in Section 32 of the *Schools Act, 1997* and the substitute teacher is notified prior to reporting for duty at the school?

A: No. If the school remains open AND the substitute's services are no longer required AND the substitute is notified prior to reporting for duty at the school, then the substitute is not deemed to have kept school on that day and would not be entitled to be paid (refer to Clause 49.04(b) of the Provincial Collective Agreement and Clause 46:04(b) of the Labrador West Collective Agreement). Also, if a decision to close a school pursuant to Section 32 of the Act is made AFTER a substitute teacher's services have been cancelled (with notification, as noted above) for a different reason, then the substitute is not entitled to be paid.

For example, a substitute is contracted for one day to replace a teacher or TLA who is scheduled to attend a professional development workshop. The evening before the workshop, the PD is cancelled and the regular teacher/TLA will therefore no longer require leave. As long as the substitute is notified "prior to reporting for duty at the school" they would not be entitled to be paid. This is the case even if the school ends up being closed for that day due to weather, as long as the cancellation of the PD happened prior to the decision to close the school.

Q: Can previously contracted substitute teacher services be cancelled retroactively?

A: No. In order to cancel a substitute teacher (for a legitimate reason, see the second question and response above) who was previously booked, notification must occur **prior to commencement of the contract period** in question. As well, if the ONLY reason the substitute is no longer needed is because the school is closed for weather or other such reason, there is no need or purpose for notification of cancellation at all as the substitute is deemed to have worked and is entitled to be paid (see the first question and response above).

In addition, a substitute contract cannot be cancelled provisionally. This means that a substitute teacher cannot be advised in advance that **IF** the school is closed due to weather (or other such reason) their services will not be required.

Any questions can be addressed to an NLTA Administrative Officer in Programs and Services by calling 726-3223 or 1-800-563-3599, or via email to mail@nlta.nl.ca.