

RECALL RIGHTS & PROCEDURES

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RECALL RIGHTS AND PROCEDURES

Recall Rights and Procedures for Teachers whose Contracts are Terminated at the June Board Meeting, effective August 31.

- Recall Rights apply only to Teachers whose employment with the Board has been terminated because the Teacher is surplus to the Board. Recall Rights thus formally commence September 1. Please note that Teachers who have been terminated and are also on a statutory leave (e.g. pregnancy/parental leave) must also adhere to all of the provisions of the Recall Rights and Procedures.
- Recall Rights are limited to the 12 month period immediately following the date the termination of employment as a surplus Teacher became effective (August 31, 2019). Recall Rights and Procedures will apply to vacancies that occur in the school year immediately following the date of termination.
- The Board will maintain a list of Teachers with Recall Rights up to August 31, 2021.
- Teachers on the Recall List must complete and return the Teacher Contact Information form provided by the Board via email within 15 days of receiving notice of termination. Email the form to melissa.wells@tdsb.on.ca, **by noon on July 7, 2020.**
- In order to maintain Recall Rights, the Teacher must:
 - keep the Board advised of the Teacher's current address and telephone number;
 - be able to respond personally and expeditiously to any offer of employment by the Board.
- The Board will maintain the list of Teachers who have Recall Rights and the OSSTF TTBU will have copies of the list and any revisions made to the list.
- The Board will keep details concerning any Teachers removed from the lists and the OSSTF TTBU will be so informed.
- Severance Pay provisions are detailed elsewhere in this section, under "Severance Pay Provisions". A copy of the provisions and the form, along with all other necessary materials will be sent by Employee Services, Secondary Teaching, to any Teacher whose contract is terminated effective August 31, 2020.
- When a position becomes available, the Board shall contact each qualified Teacher remaining on the recall list in order of seniority, to ascertain whether the Teacher wishes to accept a position, until that position is filled.

- Teachers who are deemed part time placed and part time surplus at the last Board meeting in June will have their contract status reduced .5 but retain their recall rights to a 1.0 position during the next school year as described above.
- **A Teacher who refuses a recall to a position for which the Teacher is qualified, or fails to respond under L48.4 shall no longer be entitled to recall [clause L48.8].**
- A Teacher who has been recalled to a position as a Teacher within 4 calendar months (by December 31, 2020) of the effective date of the termination of the Teacher's employment as a Teacher shall be credited with Teaching Experience as though there had been no interruption in employment.
- An optional information session for Teachers who have been notified that they will be terminated will be held on July 6, 2020 at 10:00 a.m. (tentative) at 5050 Yonge Street.
- In years where there is a recall list and it is not exhausted by October 15, the Board and the OSSTF TTBU will consider implementing one or more of the in-year placement review processes, i.e. Placement Review, Extreme Geographic Criteria, Mutually Agreed Position Switch.

Fixed Term Contracts

The Board may offer Teachers on the Recall List for the 2020/2021 school year, Fixed Term Contract positions, in order of seniority, subject to qualifications, to fill long term vacancies that may otherwise be filled by Occasional Teachers.

OSSTF District 12 Toronto Teachers' Bargaining Unit (TTBU) will monitor this process.

Teachers who accept a Fixed Term Contract shall be employed as members of the TTBU for the duration of the Fixed Term Contract.

Teachers will remain on the Recall list as per the provisions of the Collective Agreement.

For greater clarity, a Fixed Term Contract teacher, as described above, is distinct from a *Replacement Teacher*, as defined by the Collective Agreement.

**TORONTO DISTRICT SCHOOL BOARD
SEVERANCE PAY PROVISIONS
FOR SURPLUS TEACHERS**

For complete reference, please see clause L49.0 of the Collective Agreement.

1. Who is eligible to receive severance pay?

A secondary Teacher who:

- is a Permanent Teacher;
- has been terminated by the Board, effective August 31, 2020 because of being surplus to the needs of the Board;
- has not refused a position with the Board, for which the Teacher is qualified.

2. How much might such a Teacher receive in severance pay?

The amount to be paid is based on the number of years of the last continuous Teaching Experience with the Board (including any Predecessor Board), calculated as follows:

$[10 + (n-1) \times 2.5] \times [\text{Total Salary for the last complete year of employment as a Teacher}]$ divided by 100

where n = number of years of the last continuous Teaching Experience with the Board.

Example: a second year Teacher, making approximately \$45,000

$$(10 + (2 - 1) \times 2.5) \times 45,000/100 = \$5,625$$

The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of employment as a Teacher.

3. Can severance pay be deferred?

A Teacher may request the deferral of severance pay for a period of up to 12 months from the effective date of the termination of the Teacher's employment. A deferral maintains Recall Rights during such period. No such request shall be denied.

4. What happens to my Recall Rights if I take severance pay?

The Teacher ceases to have any further rights under the Collective Agreement, including the right of recall.

5. When can I apply for severance pay?

- The effective date of termination is August 31, 2020. An eligible Teacher may apply for severance pay **at any time from September 1, 2020 up to and including the end of the business day on August 31, 2021.**
- An eligible Teacher will be assumed to have requested deferral of severance pay unless the severance pay is specifically requested. The automatic deferral will enable Teachers to maintain their Recall Rights until August 31, 2021.
- However, eligible Teachers who are not recalled by August 31, 2021 must **request** the severance pay before **the deadline of the end of the business day, August 31, 2021.**

6. How do I apply for severance pay?

- Eligible Teachers must contact the Senior Manager, Secondary Teaching Office and ask for a Request for Severance Pay Form (sample attached):
 - Telephone 416-397-3238
 - Fax 416-397-3484
- This form must be completed and returned to the Senior Manager, Secondary Teaching.
- The date of application, as indicated on the form, will be considered as the date of severance, for the purposes of the Recall Rights under the Collective Agreement.
- The payment of the severance will be made as soon as possible after the completed application has been received and processed.
- **Teachers should seek advice from a financial consultant as to whether the severance payment can be paid directly into an RRSP.**

7. Can I also receive the sick leave credit gratuity?

No. The Collective Agreement states that the gratuity is available for Teachers who **retire and who are entitled on such retirement to receive their pension** (see clause L37.2 for full details).

8. Can I receive a service gratuity?

The Collective Agreement states: “The Service Gratuity Plans in force in **North York and Toronto** during the school year 1969-70 shall remain in force for all Teachers who were under Contract with either of the above Predecessor Boards for the school year 1969-70 and who continued under Contract with such Predecessor Board and who have continued to be employed as Teachers with the Board on the effective date of this Agreement.” [clause L43.1].

9. Do I have to resign in order to take the severance pay? Can I take a job somewhere else?

A qualified Teacher who fulfills the conditions above can apply for severance pay, regardless of whether or not that Teacher has another job. The Teacher has been terminated because of being surplus; thus there is no need to submit a letter of resignation.

10. Can I ever be hired again by the Toronto District School Board?

Yes, for contract positions and occasional teaching positions.

NOTE:

Given that each situation is different for each surplus Teacher, you may wish to contact the Secondary Teaching Staffing Officers (Learning Centre 1 & 4): Lynda Brewer 416-397-3255 (Learning Centre 2 & 3): Sandi Tierney 416-397-3251 and/or OSSTF TTBU representatives (416-393-8900).

SECONDARY STAFFING AND SURPLUS PROCEDURES

REQUEST FOR SEVERANCE PAY

SURPLUS TEACHER'S NAME: _____

EMPLOYEE NUMBER: _____

SCHOOL TO WHICH THE SURPLUS TEACHER
WAS ASSIGNED IN THE **2019-2020** SCHOOL YEAR: _____

DATE OF APPLICATION FOR SEVERANCE PAY: _____

SAMPLE FORM

Note:

- Please refer to section L49.0 of the Collective Agreement for provisions regarding severance pay.
- Surplus Teachers who have questions are encouraged to telephone EITHER
 - Senior Manager, Secondary Teaching Office (416-397-3238)
 - OR**
 - OSSTF TTBU (416-393-8900)

SURPLUS TEACHER'S SIGNATURE: _____

**THIS FORM MUST BE RECEIVED AT THE FOLLOWING LOCATION BY 4:30 p.m.
AUGUST 31, 2021:**

Senior Manager
Secondary Teaching Office
Toronto District School Board
5050 Yonge Street – 2ND Floor
Toronto, Ontario M2N 5N8

Or fax to: 416-397-3484

FOR OFFICE USE ONLY:

Verification by Senior Manager, Secondary Teaching _____ Date: _____

Approval by Business Services: _____ Date: _____

Copy to Teacher's File: Date: _____