

THE TIMISKAMING BOARD OF EDUCATION**(hereinafter referred to as the “Board”) and****(TEACHER)****(hereinafter referred to as the “Teacher”)**

WHEREAS Clause 13:05 of the collective agreement between the Branch Affiliates of F.W.T.A.O. and O.P.S.M.T.F., representing their members, employed by The Board, and The Timiskaming Board of Education requires that The Board individually contract with each of its public school teachers and teachers of the trainable retarded employed by The Board as of the 30th of August, 1981, and who are eligible for a retirement gratuity pursuant to Article XIII;

AND WHEREAS the intent of Clause 13:05 of the said collective agreement is to guarantee and entrench for the individual teacher the retirement gratuity as provided for in Article XIII of the collective agreement after September 1st, 1981, The Board and the Teacher agree as follows:

1. The terms of this individual contract shall be in addition to the statutory form of contract entered into between The Timiskaming Board of Education and the teacher and shall be separate from and in addition to the collective agreement between The Timiskaming Board of Education and the Branch Affiliates of F.W.T.A.O. and O.P.S.M.T.F. representing the Timiskaming Public School Teachers, and Teachers of the Trainable Retarded and shall remain in force and effect as long as the Teacher is employed by the Timiskaming Board of Education and the terms of this agreement shall not be re- negotiable by The Timiskaming Board of Education, nor by nor on behalf of the Teacher, nor be subject to any act of the Branch Affiliate(s).
2. The Board agrees that the Teacher, having, immediately prior to retirement on pension, completed five or more years of continuous service as a public or secondary school teacher, with The Board or its predecessors, shall be entitled to a sick leave credit gratuity calculated as follows in respect of sick leave credits earned while in the employ of The Board or its predecessors, as a public or secondary school teacher. Credits earned while in the employ of The Board shall be interpreted to mean the equivalent of credits which would have been earned if the Teacher had not transferred credits into the Accumulative Sick Leave Plan at the time of hiring:

THE TIMISKAMING BOARD OF EDUCATION

ARTICLE XIII – RETIREMENT GRATUITY

After 5 years of service	- 5% of cumulative sick leave credits x 1/200 of Annual salary at date of retirement
After 6 years of service	- 10%
After 7 years of service	- 15%
After 8 years of service	- 20%
After 9 years of service	- 25%
After 10 years of service	- 35%
After 11 years of service	- 36%
After 12 years of service	- 37%
After 13 years of service	- 38%
After 14 years of service	- 39%
After 15 years of service	- 40%
After 16 years of service	- 42%
After 17 years of service	- 44%
After 18 years of service	- 46%
After 19 years of service	- 48%
After 20 years of service	- 50%

Provided the conditions with respect to continuous service are met, this sick leave credit gratuity shall be paid to the surviving spouse or to the estate of a teacher who dies while in the service of the Board.

Teachers commencing service after August 31, 1981 will not be eligible to accumulate retirement gratuity.

No gratuity payable under this Article shall exceed \$25,000.00

Before September 30, 1981, the Board will individually contract with each teacher presently employed who would be eligible for a retirement gratuity under Article XIII. Each individual contract will provide that the retirement gratuity will not exceed one-half year's earnings at the rate received by the teacher immediately prior to retirement on pension.

Article XIII will cease to be a part of this Salary Agreement on September 30, 1981.