

ARTICLE 40     NOTICE OF RETIREMENT

40.01 A Teacher may retire from the Board effective the following dates:

- (a) on 31 December or the last teaching day prior to the March Break or 30 June by providing notice on or before 30 November, 31 January or 31 March, respectively;
- (b) in extenuating circumstances, at any time by mutual consent of the Board and the Teacher. Consent from the Board shall not be unreasonably withheld.

40.02 Vacancies occurring at March Break shall be staffed as follows:

- (a) consider existing written transfer requests; and,
- (b) hire an Occasional Teacher for the balance of the school year to fill the resulting opening.

40.03 Letters of retirement should be addressed to the appropriate Human Resources Officer, with a copy to the Principal.

ARTICLE 18     RETIREMENT GRATUITY PLAN

Eligibility

18.01 A Teacher who meets any of the following conditions shall be entitled to a retirement gratuity:

- (a) Retires and is eligible to receive benefits under the Teachers' Pension Plan;
- (b) Retires from the profession or resigns to accept employment with an employer other than an employer defined in the Education Act, after ten (10) years with the Board or predecessor Boards; or
- (c) Retires from the profession for reasons of health problems which prevent the Teacher from continuing in the teaching profession and is not eligible for any benefits under the Long Term Disability Plan.

Note: When a Teacher resigns and intends to retire from the profession, the gratuity payment shall be made within thirty (30) days following the effective date of resignation, or upon such date within twelve (12) months following the date of resignation which is mutually satisfactory to the Teacher and the Board.

18.02 A Teacher shall not be entitled to a Retirement Gratuity who:

- (a) Resigns for any reason, but who does not retire from the profession;

- (b) Resigns with the concurrence of the Board to avoid dismissal for cause;
- (c) Is dismissed for cause or has his/her contract terminated except for reasons as stipulated under the redundancy sections of this agreement.

18.03 Proof of Retirement

Proof of application to the Teachers' Pension Plan for a pension or a refund will be accepted as proof of retirement. In the event of ill health, a doctor's statement and proof of application for refund or pension from the Teachers' Pension Plan Board will be accepted as proof of retirement.

18.04 Death of a Teacher

In the event of the death of any Teacher either before or after retirement, having ten (10) years service or more with the Board, and who at the time of death had not received the full benefits of the retirement gratuity, the gratuity or the balance thereof shall be paid to the estate of the Teacher or designated beneficiary.

18.05 Formula

The retirement gratuity referred to above shall be calculated as follows:

Number of Years of Service <u>(Maximum 20)</u> 20	X	Annual Salary of Teacher <hr style="width: 50%; margin: 0 auto;"/> 2	X	Number of Days Accumulative Sick Leave <u>at Retirement (Maximum 200)</u> 200
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In no case shall the gratuity exceed 50% of the Teacher's salary rate at the time of retirement or resignation.

18.06 Definition of Service

The number of years of service is calculated as being equal to the number of years with the Ottawa-Carleton District School Board, or its predecessor Boards, credited for teaching experience.

#### 18.07 Payment

All benefits provided for under Article 18.05 shall be paid in full within one year of the Teacher's retirement or in a manner which is mutually satisfactory to the Teacher and the Board.

#### 18.08 Salary

"Salary" shall be construed as meaning gross salary including allowances at the time of retirement.

"Salary" for the purpose of determining the Retirement Gratuity for a Teacher on leave shall be according to those in the published salary schedule including allowances adjusted according to the full timetable or the partial timetable status of the Teacher for the school year immediately preceding the year(s) of leave.

### ARTICLE 20     LEAVE OF ABSENCE WITHOUT PAY

#### 20.01 General

- (a) The Board may grant a leave of absence without pay of one school year, with possible annual extensions, to Teachers after the completion of two (2) years of continuous employment with the Board. A request for a leave of absence shall not be unreasonably denied.
- (b) Applications for leave are to be made in writing to the Superintendent of Human Resources or designate.
- (c) In unusual personal circumstances, the Director of Education or designate may grant such leaves of absence for periods of less than one school year. Such leaves are not intended to be used to extend a school break period.
- (d) Teachers on leave shall be subject to the transfer, placement and surplus/redundancy provisions of this collective agreement.

20.02 It is agreed that when a Teacher requests in writing a leave of absence without pay the Director of Education or designate shall give the decision in writing.

20.03 Changes in terms of a leave of absence under this Article may be made only by mutual consent of the Teacher and the Board, must be in writing and must conform with the requirements of this collective agreement.

#### 20.04 Extensions

- i) Normally, not more than four (4) extensions will be granted on request;

ii) In extenuating circumstances additional extensions may be granted

20.05 Where an extension beyond those in 20.04 results in a reduction of redundancies, such leaves shall be granted on the basis of seniority.

20.06 Return From Leave

(a) On the expiration of such leaves of one (1) year or more and subject to the transfer, placement, lay off and recall procedures of this collective agreement, the Teacher shall resume his/her former standing in respect to salary and benefits and with seniority determined according to Article 25.04. The Director of Education or designate shall place him/her in a position within the elementary school system comparable to his/her former position provided the Teacher notifies the Board in writing no later than March 31 of his/her intent to return for placement for the following September.

(b) A Teacher returning from a leave of absence without pay shall provide to the Board proof of status with the Ontario College of Teachers prior to returning from the leave.

20.07 In extenuating circumstances, the requirement to resume duty may be waived on the written request of the Teacher and with the written consent of the Board.

20.08 Failure To Return From Leave

In respect to leaves granted under this article, failure of the Teacher to return at such time as has been stipulated when the permission to be absent was granted may be considered a breach of employment contract and may lead to immediate termination of employment.

20.09 Benefit Provisions

All benefits held by a Teacher at the commencement of a leave without pay may be continued during such authorized leave by the Teacher with the Teacher paying all premium costs by pre-authorized debit. Such coverage normally will be extended to a maximum of one year with further extensions arranged through the Board.

20.10 Leave to Seek Political Office

Leave without pay may, at the discretion of the Director or designate, be granted to a Teacher seeking political office.

LETTER OF UNDERSTANDING

Between

THE OTTAWA CARLETON ELEMENTARY TEACHERS' FEDERATION

And

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

EARLY RETIREMENT INCENTIVES

In the event of lay-offs, the parties agree to provide an Early Retirement Incentive Plan. Payments shall be in accordance with the following conditions:

- (a) Based on non-replacement; i.e. the number of ERIP's granted will not exceed the number of lay-offs;
- (b) All members of OCETF (at maximum of his/her salary category) to be eligible;
- (c) Payments to be based on applicant's individual pension situation (years of credited service under TPP and pension factor);
- (d) Calculations of payments as per 1996 CBE - RIPRL.

This Letter of Understanding is subject to the grievance/arbitration process.

Renewal signed in the City of Ottawa this \_\_\_\_ day of September 2009.

THE OTTAWA-CARLETON DISTRICT  
SCHOOL BOARD

THE OTTTAWA CARLETON  
ELEMENTARY TEACHERS' FEDERATION

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Chair of the Board

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President, OCETF

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Director of Education/Secretary  
of the Board

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Chairperson,  
Collective Bargaining Committee