

ALTON COMMUNITY UNIT SCHOOL DISTRICT NO. 11  
1854 East Broadway  
Alton, Illinois 62002

RETIREMENT BENEFIT AGREEMENT

- I. Teachers' Retirement System Employees:
  - A. An employee fifty-five (55) years of age or older with at least fifteen (15) years of full-time teaching service in Alton Community Unit School District No. 11 at the time of retirement shall be eligible for increased salary benefits, provided that he/she is eligible to receive full pension benefits through the Teachers' Retirement System (TRS) of the State of Illinois.
  - B. Eligibility for increased salary benefits under this plan shall be limited to only those employees who agree to retire no later than the first year in which they are eligible for retirement benefits under TRS regulations, and in which the Board avoids any ERO penalty under TRS regulations.
  - C. If, an irrevocable notice of intent to retire is submitted to the Superintendent by June 30, at least three (3) school years in advance of retirement, the employee's salary shall be increased by six percent (6%) over his/her prior school year's salary in each of his/her final three (3) school years of service. If a retiring employee gives fewer than three (3) school years notice, the employee's salary shall be increased by six percent (6%) of his/her prior school year's salary in as many years as the employee remains working. For example, a employee giving a two (2) school year notice shall have his/her salary increased by six percent (6%) of his/her prior school year's salary for each of the final two (2) years. This increase in creditable earnings is in lieu of any other increase in creditable earnings the employee would otherwise receive.
  - D. In calculating the employee's prior school year's Alton Community Unit School District 11 salary for this benefit, the employee's salary (which shall include only the salary schedule cell and longevity pay) and any activity stipend or extra duty pay will be considered separately. If, as part of the prior year's compensation, the employee earned a stipend or extra duty pay, he/she may continue to earn it (or another of equal value) at the established rate. If the employee ceases to participate in a stipend activity or extra duty or earns a stipend or extra duty of a lesser value, he/she may not increase his/her stipend earnings in subsequent years if it would cause the employee's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 6%. An employee also may not earn a stipend or extra duty of greater value if it would cause the employee's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 6%.

- E. In the event any provisions of this Article shall at any time result in an increase in the Alton Community Unit School District No. 11's contractual expense or liability exposure due to any action at the State or Federal government level, then the parties will meet to negotiate more desirable alternatives to the above provisions and replacement language will be mutually agreed to by the parties. The parties agree and intend that increases in TRS creditable earnings under this Article shall not exceed 6% under any circumstances.
  - F. Transitional Provisions: Individuals who are eligible to retire without ERO penalty on or before the effective date of this agreement will receive the six percent increase in creditable earnings per this Agreement if the individual meets all other eligibility criteria of this Agreement, and submits written notice of intent to retire to the Superintendent by May 15, 2007, and retires no later than the end of the 2008-2009 school year. The individuals receiving benefits under this transitional provision will receive the 6% increases commencing in the 2006-2007 school year.
  - G. This retirement benefit replaces the benefits which are available under the 2002-2006 collective bargaining agreement between the parties. Employees who have submitted notice of intent to retire or who receive retirement benefits under any other collective bargaining agreement are not eligible for the benefit described in this article.
- II. Illinois Municipal Retirement Fund Employees (IMRF):
- A. An employee fifty-five (55) years of age or older with at least fifteen (15) years of full-time IMRF service in Alton Community Unit School District No. 11 at the time of retirement shall be eligible for a retirement benefit, provided that he/she is eligible to receive pension benefits through the Illinois Municipal Retirement Fund.
  - B. If an irrevocable notice of intent to retire is submitted to the Superintendent at least one year prior to the employee's retirement date, the employee will receive \$100.00 for each year of service worked beyond fifteen (15) years of service. For example, an employee who has worked thirty (30) years for the district would receive \$1500.00 upon retirement (30 years – 15 years X \$100.00).
  - C. The retirement benefit set out in II-B above will be paid out in the employee's last year of employment in equal installments, per the payroll practices of the district. The parties acknowledge that IMRF does not recognize increases in earnings in the last three months of employment 25% greater than the highest earnings in any single month of the prior 45 months for purposes of calculating retirement pensions. The district makes no representations or promises regarding how IMRF or local, state, or federal pension programs or governments will treat these retirement benefits or earnings.

D. In the event any provisions of this Article shall at any time result in an increase in the Alton Community Unit School District No. 11's contractual expense or liability exposure due to any action at the State or Federal government level, then the parties will meet to negotiate more desirable alternatives to the above provisions and replacement language will be mutually agreed to by the parties.