

DISTRICT RETIREMENT BENEFIT IMPLEMENTATION AGREEMENT

THIS AGREEMENT is by and between the BOARD OF EDUCATION OF EAST AURORA SCHOOL DISTRICT NO. 131 (“BOARD”) and the EAST AURORA COUNCIL, IFT/AFT LOCAL 604 (“UNION”), sometimes collectively referred to as the Parties.

WHEREAS, the BOARD and the UNION wish to memorialize their agreement regarding implementation of the District Retirement Benefit for licensed bargaining unit (Section 14.5), support staff bargaining unit (Section 20.4), and office staff bargaining unit (Section 25.5) staff in the Parties’ 2021-2026 collective bargaining agreement (the “CBA”).

NOW, THEREFORE, BE IT RESOLVED and agreed by the BOARD and UNION as follows:

Section 1. The recitals set forth above are incorporated into this Agreement.

Section 2. For employees retiring on June 30 of 2023, 2024, 2025, or 2026, under Section 14.5, Section 20.4, or Section 25.5 of the CBA the “Benefit” (Section C) shall be as follows:

A. Six Percent (6%) increases to the employee’s total creditable earnings (as defined by the employee’s pension system), 3% in the September 15 paycheck and 3% in the June 30 paycheck, each year following the fiscal year in which notice is given, to a maximum of four (4) years, until retirement. These increases represent the absolute maximum creditable earnings increases the employee can receive from one fiscal year to the next. These maximum amounts of creditable earnings for each remaining year of employment will be calculated by the Administration and provided to each retiring employee as part of a tentative worksheet showing the

employee's base year earnings and projected earnings for all remaining years until retirement.

B. For employees whose notice year (i.e., base year) creditable earnings consisted of compensation other than base salary, the employee is required to continue to perform their base year stipends and extra duties, or the monetary equivalent of such work each remaining year of employment or experience a proportionate reduction in creditable earnings. For example, an employee whose base year creditable earnings included a \$3,000 coaching stipend must continue each remaining fiscal year to coach or perform the equivalent of \$3,000 of extra duties (e.g., internal subbing, coaching, sponsor, committee work, etc.) identified in the CBA. An employee who performs equivalent work must submit time sheets documenting the type and amount of such extra duty work the employee performed. Failure to perform base year stipends and extra duties or the monetary equivalent of extra duty work shall result in a dollar-for-dollar reduction in the employee's creditable earnings for the year in which the work is not performed or documented. Any reduction in creditable earnings in one year will result in reduced creditable earnings increases in subsequent years as the remaining six percent increase(s) will be applied to the reduced amount of creditable earnings, and the reduction will be reflected in an updated worksheet provided to the Union.

C. Any retention or incentive bonuses paid to other bargaining unit employees on a uniform basis will not be due, owing, or payable to employees participating in the District Retirement Benefit plan until the employee is retired and sixty days have passed since the employee received their final paycheck for regular earnings.

Section 3. The remaining provisions of Section 14.5, Section 20.4, and Section 25.5 remain unchanged and apply to all bargaining unit employees.

Section 4. This Agreement contains all the terms agreed upon by the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

IN WITNESS WHEREOF, the BOARD and UNION, by their duly authorized representatives and agents, have signed and executed this Agreement on the dates set forth below.

BOARD OF EDUCATION

UNION

By: _____

By: _____

Date: 12-18-22_____

Date: _____

g:\wp51\common\sd1\sd131k\agreement\retirement plan implementation 111122.docx

Section 3. The remaining provisions of Section 14.5, Section 20.4, and Section 25.5 remain unchanged and apply to all bargaining unit employees.

Section 4. This Agreement contains all the terms agreed upon by the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the Parties concerning such subject matter, whether oral or written.

IN WITNESS WHEREOF, the BOARD and UNION, by their duly authorized representatives and agents, have signed and executed this Agreement on the dates set forth below.

BOARD OF EDUCATION

UNION

By: _____

By: Lucy R. Rinean

Date: _____

Date: 12-19-2022