

**ARTICLE XIV: ATTENDANCE INCENTIVE**

**Section 1.** Upon an employee's separation or retirement from Collinsville Community Unit School District No. 10, the employee shall be credited for each year of good attendance in the District in accordance with the following schedule:

<u>Annual Days of Attendance</u>	<u>Attendance Incentive Compensation</u>
180 Days	\$480.00
179 Days	\$385.00
178 Days	\$300.00
177 Days	\$225.00
176 Days	\$200.00
175 Days	\$175.00
174 Days	\$150.00
173 Days	\$125.00

In determining the employee's record of attendance for the purposes of this Section, only the use of sick leave and personal leave will be considered as days of non-attendance to be subtracted from the employee's perfect attendance record. The employee's use of family and medical leave, Association leave, jury duty or court appearance leave, funeral leave, maternity or child-rearing leave, military leave, sabbatical leave, unpaid leaves of absence, leaves for professional development, absence due to in-service training, leave provided under the Americans with Disabilities Act, leave required due to an employment-related injury or illness under the Illinois Workers' Compensation and Occupational Diseases Act, the employee's observance of religious holidays, and any other leave taken at the request of the Board shall be counted as days of attendance for purposes of this Section.

Upon written request from an employee, the District shall provide written notification to the employee, not later than 30 calendar days following receipt of the employee's request, as to the amount of compensation the employee has earned pursuant to this Section as of the start of that school year.

Upon the death of an employee qualified under this Section, the monies due for the time so accumulated will be paid to the estate of the employee.

In order to qualify for attendance incentive compensation, an employee must have at least 10 accumulated sick leave days at the time of separation or retirement.

**Section 2.** The Board and the Association agree that if, during the term of this Agreement, any changes occur in TRS rules and regulations, or in interpretation thereof, which would reduce, diminish, abrogate, or negate any of the benefits provided by this Article as of the effective date of this Agreement, the parties will meet within sixty (60) calendar days following the effective date of the TRS rule or interpretation change to renegotiate the provisions of the Agreement directly affected by such change, for the purpose of bringing the provisions of this Article into compliance with any such change so that the benefits provided pursuant to the Article as of the effective date of this Agreement are not reduced, diminished, abrogated, or negated.

**Article XIV: Attendance Incentive (cont'd.)**

- Section 3.** Upon submission of a 1, 2, or 3 year notice of retirement, part of the Attendance Incentive will be added to the teacher's creditable earnings in each year of the pre-retirement to increase the teacher's total creditable earnings to a maximum of 6% over the previous year's earnings.
- Section 4.** Any Attendance Incentive that the teacher would not receive because of the 6% limit, will be paid to the teacher post-retirement as non-creditable earnings.
- Section 5.** Failure of a teacher to retire as scheduled will result in the teacher receiving payment only for the balance of his/her incentive benefit when he/she reapplies for retirement. This remaining balance will be subject to the 6% limit and post-employment payment procedures.
- Section 6.** The parties agree to submit this concept to TRS for its review and approval Section 76. In the event legislation and/or administrative rules do not include attendance incentive payments in the 6% TRS penalty cap calculation, the parties agree the attendance incentive will be paid to retiring teachers in a manner to maximize creditable earnings.