

GRIEVANCE SETTLEMENT AGREEMENT

May 17, 2019 Act-of-God Day Deduction Grievance

THIS AGREEMENT is entered into on the date shown below, by and between the **BOARD OF EDUCATION OF WEST CARROLL COMMUNITY UNIT SCHOOL DISTRICT NO. 314** (“the Board”), and the **WEST CARROLL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION** (“WCESPA”) (each a “Party” and collectively, “the Parties”).

RECITALS

WHEREAS, the Parties entered into a Collective Bargaining Agreement dated April 23, 2019, which was effective July 1, 2018 through June 30, 2021 (“the Contract”); and

WHEREAS, during the 2018-2019 school year, the District experienced nine emergency days, five of which were made up, and four of which were declared “Act-of-God” days and were not made up; and

WHEREAS, nine- and ten-month employees covered by the Contract did not work on the four Act-of-God days, but due to the extension of the school year, were given one additional paid holiday on Memorial Day; and

WHEREAS, as part of the May 10, 2019, payroll—the first payroll cycle after the Contract was signed and during which the affected employees’ pay was issued, retroactive to the effective date of the Contract—the District deducted wages or docked personal or vacation days of affected employees for the three remaining Act-of-God days; and

WHEREAS, on May 17, 2019, the WCESPA filed a grievance alleging that the District administration violated Article 16.3 “and all other applicable articles” when it deducted such wages or docked such personal or vacation days (“the Grievance”); and

WHEREAS, the District denies any violation of the Contract and the existence of any past practice of paying employees covered by the Contract for days not actually worked; and

WHEREAS, the Parties desire to settle and resolve the Grievance amicably and with finality.

NOW THEREFORE, in consideration of the terms and conditions below, and other good and valuable consideration, the sufficiency of which are acknowledged here, the Parties agree as follows:

- 1. Incorporation of Recitals.** The recitals set forth are true and correct and are incorporated in this Paragraph by reference.

2. **Opportunity to Make Up Work or Use Personal or Vacation Days.** Employees covered by the Contract who were not paid for the three unpaid Act-of-God days in 2018-2019 or who were required to use a personal or vacation day as a basis for pay for those days may receive pay for those days, at their 2019-2020 hourly rate, if they either:
 - a. 9 or 10 month employees:
 - i. Work their regular shift performing job-related duties as assigned by District administration on October 25, 2019; January 2, 2020; and May 18, 2020 (last day); or
 - ii. Use personal days for the three Act-of-God days not worked (paid-out option); or
 - iii. A combination of (i) and (ii).
 - b. 11 or 12 month employees:
 - i. Employees will be credited with 1.5 personal or vacation days to be used between November 20, 2019 and June 30, 2020.

Such payment(s) will be made in the payroll(s) following the days worked or following submittal of the personal or vacation days, as applicable.

3. **Future Snow or Emergency Days.** To resolve any ambiguity about a past practice, the Parties agree that in the future, employees covered by the contract will not submit time for and the District will not pay them for days not worked. On days in which students are not in attendance and the day is declared an emergency day, employees covered by the Contract may choose to use a vacation day or personal day as a basis for pay.
4. **Withdrawal of Grievance.** The WCESPA hereby withdraws the Grievance with prejudice and agrees never to re-file the same grievance.
5. **General Release.** In consideration of the promises contained in this Agreement, the WCESPA, and its individual officers, members, agents, successors, and assigns hereby release, discharge, and forever free the Board and its respective officers, Board members, employees, agents, insurers, successors, and assigns of and from any and all grievances, claims, charges, or causes of actions, of every kind or nature, at law or in equity, in court or before an administrative body, that the WCESPA may now have or claim to have against Board, or that may later accrue, whether known or unknown, anticipated or unanticipated, arising out of the circumstances alleged in the Grievance, except for the right to enforce this Agreement against the Board.

6. **Non-precedential.** Except for Paragraph 3, the Parties agree that the terms of this Agreement are non-precedential and that this Agreement is not to be used for any purpose other than to resolve their dispute.
7. **No Admissions.** This Agreement in no way constitutes an admission of wrongdoing by the Board or the Administration.
8. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement is binding upon the Parties unless reduced to writing and duly authorized and signed by both of them.
9. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the Parties related to the Grievance, and no other promises, agreements, or understandings, whether oral or written, express or implied, exist between the Parties.
10. **Effect of Agreement.** This Agreement inures to the benefit of and binds the Board and its officers, members, agents, representatives, employees, administrators, insurers, successors, and assigns and the WCESPA, and its officers, members, agents, representatives, successors, and assigns.
11. **Applicable Law.** This Agreement is governed by the laws of the State of Illinois.
12. **Execution.** This Agreement may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both Parties constitutes the Agreement as fully as if the Parties had signed a single document. Email delivery of the scanned Agreement is acceptable as an original.
13. **Effective Date.** This Agreement is effective as of the last date below.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates indicated below.

**West Carroll Educational Support
Personnel Association, IEA-NEA**

**Board of Education of West Carroll
Community Unit School District No.
314, Carroll County, Illinois**

By: Tiffany E. Monarze
President

By: [Signature]
Board President

Date: 11/21/19

Date: 11/20/2019

Attest

By: Beverly Kilpatrick
Board Secretary

Date: November 20, 2019

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