

MEMORANDUM OF UNDERSTANDING

Elmwood Park Community Unit School District No. 401 (“the School District”) and the Elmwood Park Custodian Association (“the Association”) hereby agree as follows:

1. The School District and the Association have tentatively agreed to a collective bargaining agreement for the time period from July 1, 2020 through June 30, 2022 (“the CBA”).
2. Section 8.1 of the tentatively agreed-upon CBA includes the following provisions: “Only two (2) employees will be allowed to use paid vacation time in the month of August. Requests for vacation time in August are to be submitted no earlier than the preceding September 1 and will be considered on a first-come, first-served basis, except that no employee may take paid vacation time in August in consecutive years.”
3. The CBA was tentatively agreed upon after September 1, 2020. Therefore, for requests made in 2020 only, the following sentence in Section 8.1 shall be implemented with the indicated revisions: “Requests for vacation time in August are to be submitted no earlier than the preceding ~~September~~ December ~~September~~ 1 and will be considered on a first-come, first-served basis, except that no employee may take paid vacation time in August in consecutive years.”
4. Effective upon ratification of the CBA and throughout the duration of the CBA, the parties agree that the following sentences shall be added at the end of Section 8.1: “Requests to use vacation time in August are to be submitted via email to the Director for Buildings and Grounds. Additional requests for vacation time in August (including requests for use of vacation time in August in consecutive years) may be submitted and will be considered by the Superintendent (or designee) on a case-by-case basis; however, the parties acknowledge that approval or disapproval of such requests shall remain at the discretion of the Superintendent (or designee).”
5. The School District and the Association agree that this Memorandum of Understanding shall not obligate the School District or the Association to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.
6. This Memorandum of Understanding is not precedential in effect and shall not constitute a practice or precedent under the CBA or any other collective bargaining agreement.
7. The terms and provisions of this Memorandum of Understanding shall not be deemed a violation or misapplication of the terms of the CBA.
8. To the extent of any conflict or inconsistency between this Memorandum of Understanding and the CBA, the provisions of this Memorandum of Understanding shall control.

ELMWOOD PARK COMMUNITY UNIT SCHOOL DISTRICT NO. 401

By: Frank Parisi
Frank Parisi, Board of Education President

Date: 10/21/2020

ELMWOOD PARK CUSTODIAN ASSOCIATION

By: Saulius “Sonny” Vitkauskas
Saulius “Sonny” Vitkauskas, Custodian Union President

Date: 10/6/20