

**MEMORANDUM OF AGREEMENT
ACCUMULATION OF VACATION DAYS**

This **MEMORANDUM OF AGREEMENT** ("MOA") is entered into this 17th day of May, 2021, between the Board of Education of Naperville Community Unit School District No. 203 (the "District") and the Naperville Unit Maintenance Association ("NUMA") (collectively, the "Parties") to memorialize the agreements between the District and the Union.

WHEREAS, NUMA is the exclusive bargaining representative for the District's full-time regularly-employed custodians, K-8 head custodians, grounds keepers, and maintenance employees, as set forth in Article I of the Parties' 2018-2022 Collective Bargaining Agreement ("CBA");

WHEREAS, Article VII of the CBA addresses vacation benefits NUMA employees;

WHEREAS, Article VII the CBA restricts NUMA employees from banking more than 1.5 times their annual vacation day accrual;

WHEREAS, the District has an increased need to assign NUMA employees to clean and disinfect District facilities due to the ongoing COVID-19 pandemic;

WHEREAS, NUMA leadership acknowledges the District's need to assign NUMA employees to clean and disinfect District facilities, but NUMA leadership has expressed concern that increased assignments creates the potential for NUMA members to forfeit vacation days because of the restriction contained in the CBA;

NOW THEREFORE, in consideration of the promises and mutual undertaking and agreements of the Parties hereto, it is hereby agreed by the Parties as follows:

1. Temporary Increase in Vacation Day Accrual

- A. The Parties agree to temporarily allow NUMA employees to bank up to 2 times their annual vacation day accrual, as opposed to 1.5 times their annual vacation day accrual.
- B. The increase in vacation day accrual described in Paragraph 1.A. shall remain in effect from date Effective Date of this MOA identified in Paragraph 5 below, through the expiration of the CBA, June 30, 2022.

2. Non-Precedential Agreement

The District and NUMA agree that this MOA is based on the unique circumstances caused by the COVID-19 pandemic and is entirely non-precedential and will not constitute binding precedent for the District or NUMA in any past or future grievance or in relation to their respective positions concerning the existing CBA, practices, procedures, or policies.

3. Effect of Agreement

This MOA applies only to Article VII of the CBA and does not modify, amend, or otherwise affect any provision of the CBA.

4. Entire Agreement and Amendment

This MOA sets forth all the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and there are no promises, agreements, or undertakings, either oral or written, expressed or implied between them other than as set forth herein. No subsequent alteration, amendment, change, or addition to this MOA shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.

5. Effective Date

This MOA is effective immediately upon execution by the authorized representatives of the District and NUMA as set forth below.

6. Authorized Representatives

The District and the Union respectively represent that the person signing this MOA is duly authorized to do so on its behalf.

7. Counterparts

This MOA may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this MOA on the dates set forth below.

**NAPERVILLE COMMUNITY UNIT
SCHOOL DISTRICT NO. 203**

By: 
Its Authorized Representative

Date: 5/17/21

**NAPERVILLE UNIT MAINTENANCE
ASSOCIATION**

By: 
Its Authorized Representative

Date: 5/17/21