

RESOLUTION – ARBITRATION/GRIEVANCE SETTLEMENT(Burgin)

WHEREAS, County of Edgar and the Edgar County Sheriff were parties to an unfavorable grievance arbitration as “Employer”; and

WHEREAS, Dee Burgin “Employee” was the successful grievant; and

WHEREAS, the amount of compensation owed Employee by Employer is currently being litigated; and

WHEREAS, both Employer and Employee are desirous of terminating the continued litigation and further are desirous of settling issues pertaining to said grievance pending before them; and

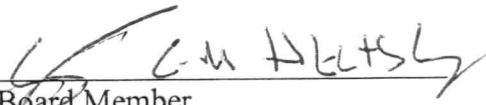
WHEREAS, both parties have compromised their positions and agreed upon an amount of money to be paid by Employer to Employee to resolve all pending issues arising between the Employer and Employee related to said grievance and restoring Employee to an employment status consistent with the attached Release.

THEREFORE, BE IT RESOLVED, that the Edgar County Board authorizes the payment of a compromised settlement amount to Dee Burgin contingent upon his signing the attached Release.

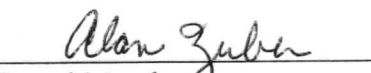
BE IT FURTHER RESOLVED, that Employer shall faithfully fulfill any lawful obligations consistent with said Release with regard to payroll withholdings and Employer’s contributions based upon its payment of said settlement in the amount of \$57,955.17.

BE IT FURTHER RESOLVED, that consistent with said Release, the Employee shall be entitled to seniority status, vacation and sick days as contained therein.

I move for the adoption of the foregoing Resolution.


Board Member

I second the motion for the adoption of the foregoing Resolution.


Board Member

Passed and adopted by the County Board of Edgar County this 7 day of July, 2014.


Chairman of the Board

ATTEST:


Edgar County Clerk (SEAL)

EMPLOYEE RELEASE OF ALL CLAIMS

NOTICE: THIS DOCUMENT CONTAINS A RELEASE OF ANY CLAIM YOU MAY HAVE ARISING FROM YOUR EMPLOYMENT AND YOU SHOULD READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.

1. By signing this Release And Agreement (“**Release**”) below and accepting from the County of Edgar and the Edgar County Sheriff’s Department (herein after “**Employer**”) \$57,955.17 (“**Settlement Pay**”),

which Employee has acknowledged as good and sufficient consideration for this Release, Employee releases, remises, discharges, and acquits, Employer, its agents, employees, assigns, successors, insurers, or any related entity (herein collectively the “Employer”), from each, every, and all Claims, both in law and in equity, and all expenses, debts, covenants, liabilities, or responsibilities in any way relating to or arising from said Claims, which Employee had or now has against Employer, whether known or unknown, and whether foreseen or unforeseen, arising from, or in any way connected directly or indirectly with, or otherwise related to, Employee’s employment with Employer or any occurrences prior to the date Employee signs this Release including any claims or rights arising from Arbitration No. 12-79 (FMCS Case No. 121213-00825-T) between the Illinois Fraternal Order of Police Labor Council and County of Edgar/Edgar County Sheriff. Employee specifically releases any right to recover money damages or any other relief in any action Employee might commence against Employer under Federal law or Illinois law to include but not be limited too:

Title VII of the *Civil Rights Act of 1964*, the *Civil Rights Act of 1991*, the *Civil Rights Act of 1866* (42 U.S.C. § 1981), the *Equal Pay Act*, the *Americans with Disabilities Act*, the *Age Discrimination in Employment Act*, the *Fami(v and Medical Leave Act*, and the *Illinois Human Rights Act*; (2) any other federal, state, or local statute, ordinance, or regulation regarding employment, compensation, employee benefits, tenure, termination of employment, or discrimination in employment; and (3) the common law of any state relating to employment contracts, tenure, wrongful discharge, intentional infliction of emotional distress, loss of consortium, defamation or any other matter.

- (A) It is further acknowledged by Employee that the issuance of Settlement Pay to Employee from Employer extinguishes all claims related to back wages and related benefits owed by Employer to Employee from August 1st, 2012 through August 10th, 2012 and from August 24th, 2012 through May 9th, 2014, during which period of time Employee may have received benefits from Illinois

Department of Employment Security (IDES). Employee acknowledges his sole responsibility to satisfy the right of IDES to recoupment of any benefits during this time period and to further hold harmless, defend and indemnify Employer from any cause of action or claim involving recoupment of benefits to Employee by IDES.

- (B) Deductions from Settlement Pay by Employer shall include Union dues, and standard state and federal tax and payroll withholding to include Medicare, and Social Security as well as Employee's IMRF/SLEP pension contributions required by law for the applicable time period mentioned in subparagraph (A). Employer shall make its IMRF/SLEP contributions on behalf of Employee as is required by law for the applicable time period mentioned in subparagraph (A).
- (C) Employer shall make adjustments to the benefit "books" to account for the appropriate sick days (22) and vacation days (10) that Employee has accumulated during the previous period of employment in dispute in paragraph 1(A) and that have not been included in Settlement Pay.
- (D) Employer shall restore Employee to proper seniority status to include the previously disputed period of employment referenced in paragraph 1(A) for all proper purposes under any applicable collective bargaining agreement.

2. The Employee hereby acknowledges that the Employee is an exempt employee under the Fair Labor Standards Act. In the event the Employee is not an exempt employee, Employee acknowledges that Employee has been properly compensated for the hours worked for the Employer pursuant to time periods specified in paragraph 1(A).

3. Employee agrees to treat the terms of this Release as confidential, and agrees not to disclose the Release, discuss the Release with, or make the Release available to any person, except to a financial or tax advisor; the Internal Revenue Service or as may be necessary in connection with a suit or other proceeding arising out of an alleged breach of the Release and except as may be otherwise required by law. Employee further agrees not to disparage the Employer. The Employee agrees that a breach of this paragraph shall constitute a material breach of the Release.

4. The Employee acknowledges that it would be difficult to establish damages should the Employee breach any terms of this Release; thus, the Employee agrees that, in the event of such a breach, Employer will be entitled to liquidated damages in the amount of the Settlement Pay plus interest at a rate of six (6%) percent per annum from the date of this Release, and the amount the Employer incurs in attorneys fee necessary to defend any claim asserted by the Employee.

5. The Employer reserves all rights relating to the enforcement of this Release including an action for damages or injunctive relief. The Employee further agrees to pay the Employer's reasonable attorneys fees, costs and expenses necessary for enforcing this Release or pursuing damages arising out of Employee's breach of this Release.

6. Employee agrees that, by tendering a settlement payment that, Employer is in no way admitting, and specifically denies, that it engaged in or has engaged in any violation of state or federal law, breached any contractual commitment or committed any tortuous act or omission. The Employer does acknowledge that Employee has successfully arbitrated a grievance filed against Employer and that its issuance of settlement payment is in full compliance, satisfaction and subject to discharge of said arbitration award. This Release shall not be offered or received in evidence in this or any other action or proceeding as an admission or conclusion of liability or wrongdoing of any nature by Employer.

7. In the event that the terms of this Release are found to be unenforceable by a court of competent jurisdiction, the remainder of this Release shall not be affected thereby and shall remain in full force and effect.

8. Employee acknowledges that this document represents the complete terms of the Release, and that there are no other understandings or agreements, written or oral, between Employer and Employee regarding this Release.

9. This Release shall be binding upon Employee, Employee's heirs, executors, administrators, legatees, or any other successor in interest. This Release may not be amended, in whole or in part, except with written consent of Employer.

10. Employee acknowledges that Employee is under no obligation to provide this Release, and Employee further acknowledges that Employee has been given a period of at least twenty-one (21) days within which to consider this Release. For a period of seven (7) days following the execution of this Release, Employee may revoke this Release, and the Release shall not become effective or enforceable until after the revocation period has expired.

Revocation shall be in writing and delivered to Employer within the time period so specified with a cashiers or certified check in the amount of the Settlement Pay. Employee further agrees that if Employee executes this Release at any time prior to the end of the period that Employer provided Employee in which to consider this Release, such early execution was a knowing and voluntary waiver of the Employee's right to consider this Release for at least twenty-one (21) days, and was due to Employee's desire to receive the Settlement Pay immediately, and Employee's belief that Employee had ample time in which to consider and understand this Release.

- (A) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois to the extent applicable. In the event of the institution of any legal proceedings, the parties hereto agree that jurisdiction and venue shall be vested in any federal or state court located in the State of Illinois and that venue, for all purposes, shall be in Urbana, Il for federal purposes and otherwise Edgar County, Illinois.

11. BY EXECUTING THIS RELEASE, EMPLOYEE ACKNOWLEDGES HAVING CAREFULLY READ, AND ACKNOWLEDGES KNOWING AND UNDERSTANDING, THE TERMS AND EFFECT HEREOF. EMPLOYEE FURTHER ACKNOWLEDGES THAT THE EMPLOYEE HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS RELEASE WITH EMPLOYEE'S ATTORNEY EMPLOYEE FURTHER REPRESENTS, DECLARES AND AGREES THAT EMPLOYEE VOLUNTARILY ACCEPTS THE SETTLEMENT PAY FOR THE PURPOSES OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS HEREINABOVE DESCRIBED. EMPLOYEE SIGNS THIS RELEASE OF EMPLOYEE'S OWN FREE WILL.

Dated: _____, 2014

Employee: _____[Print Name]

_____[Signature]

Witness: _____[Print Name]

_____[Signature]

Dated: _____ July, 2014

Chairman, Edgar County Bd

Secretary, Edgar County Bd

DATE: _____

IDR # _____

BITUMINOUS MATERIALS: PRIME CT or COVER & SEAL CT
(circle one of the above)

JOB STAMP:
(or Contract No.)

PAY ITEM CODE NO.: _____

Edgar Co.
10-00105-02-RS
FAS-679 (CH-8)
5
91491
C-95-326-13
RS-0679(111)

LOCATION: _____

QUANTITY DELIVERED: _____

QUANTITY PAID: _____

BILL OF LADING LOCATION.: 1) Attached, 2) Material Insp. File, 3) _____
(circle or fill in the above)

COMPLETE IF 2 OR 3 ABOVE IS CIRCLED: Invoice or Ticket No.. _____

QUANTITY / APPLICATION RATE CALCULATION:

NOTES: _____

ACCEPTED AS SMALL QTY.: YES OR NO CALC. BY/DATE: _____

INSP. @ SCALE: _____ CHKD. BY/DATE: _____

COMPUTATIONS

Calc. By: _____

Date: _____

Ckd. By: _____

Date: _____

Route: FAS-679 (Ch-8)

Section: 10-00105-02-RS

County: Edgar

Contract: 91491

Item Description:		Pay Item Code No.	
		Sheet	of