



CITY MANAGER'S OFFICE

1420 Miner Street
Des Plaines, IL 60016
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desplaines.org

MEMORANDUM

Date: August 14, 2023
To: Mayor Goczkowski and Aldermen of the City Council
From: Michael G. Bartholomew, City Manager *MB*
Subject: Voluntary Separation Agreement

Please see attached Voluntary Separation Agreement that I recommend for your approval.

Attachments:
Resolution R-156-23
Exhibit A

CITY OF DES PLAINES

RESOLUTION R - 156 - 23

A RESOLUTION APPROVING A VOLUNTARY SEPARATION AGREEMENT.

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Arthur Jon Duddles ("**Employee**") desires to resign his employment with, and release any and all claims against, the City pursuant to a voluntary separation agreement with the City ("**Agreement**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Employee;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The Agreement with Employee is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Manager is authorized to execute, on behalf of the City, the final Agreement with Employee.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2023.

APPROVED this ____ day of _____, 2023.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

VOLUNTARY SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Voluntary Separation Agreement and Complete Release of All Claims (“Agreement”) is made and entered into on the date set forth below by and between Arthur Jon Duddles, on behalf of himself, his agents, representatives, assigns, heirs, executors and administrators (hereinafter collectively referred to as “Mr. Duddles”) and the City of Des Plaines, Illinois, including the City’s affiliates, predecessors, successors, representatives, elected officials, attorneys, officers, agents and employees, individually and in their representative capacities, and each of them (hereinafter collectively referred to as the “City”).

In consideration of the monies and mutual promises herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Mr. Duddles hereby voluntarily and irrevocably resigns his employment with the City effective at the close of business on August 22, 2023, and the City hereby accepts Mr. Duddles’s resignation. The City and Mr. Duddles hereby terminate any and all prior employment agreements between them, without further recourse. Mr. Duddles agrees not to seek or accept future employment by the City.
2. If Mr. Duddles signs this Agreement and does not revoke it pursuant to paragraph 7(e) below, the City agrees:
 - (a) To pay the full premium cost for family coverage under the PPO 3 plan offered by the City, under which Mr. Duddles and his eligible family are currently covered, provided Mr. Duddles elects continued coverage, from September 1, 2023 through December 31, 2023 or until Mr. Duddles obtains becomes eligible for insurance coverage at a new job, whichever comes first; and
 - (b) To pay Mr. Duddles the gross amount of \$64,661.02, less applicable withholdings, which said amount is equivalent to 5 months of his current salary, which said payment shall be remitted within 21 days of execution of this Agreement.

Mr. Duddles hereby acknowledges that the City’s promise to make such payments is addition to any benefit to which he would have otherwise been entitled, and constitutes consideration for Mr. Duddles’s acceptance of this Agreement.

3. Mr. Duddles’s will also be paid directly for his accrued vacation (203.4595 hours), and personal time (42.21 hours). Mr. Duddles 977.8840 hours of sick leave will be paid out into Mr. Duddles’s City Retirement Health Savings (RHS) Plan in accordance with current policy, *i.e.*, the first 45 days shall be paid in at 25% of his hourly rate of pay, and sick leave in excess of 45 days shall be paid into the RHS at 75% of his hourly rate of pay. Mr. Duddles has otherwise been compensated for all accrued time, and shall not be entitled to any further wages or benefits upon separation from employment with the City.

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4. Upon execution of this Agreement, Mr. Duddles will make arrangements with the City Human Resources Director or the Director's designee to turn in all City issued property and equipment, as well as all City identification cards, files, passwords to City systems or equipment, keys and the like by the close of business on or before August 22, 2023.

5. By signing this Agreement and receiving the valuable consideration described above, Mr. Duddles hereby fully releases and forever discharges the City from any and all claims or liability of any kind arising out of or relating in any way to Mr. Duddles's employment with and separation of employment from the City, as well as any other occurrence up to and including the date of this Agreement including, but not limited to, any claim arising under the Illinois Municipal Code, 65 ILCS 5/ et seq.; the Illinois Human Rights Act, 775 ILCS 5; the Illinois Wage Payment and Collection Act, 820 ILCS 115; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., all claims under 42 U.S.C. §§ 1983, 1985, 1988; all claims under the City Municipal Code and/or personnel policies; all tort claims; all claims for wrongful discharge; all claims based on any actual or implied contract; all claims for retaliatory discharge; all civil rights claims; all amendments to the foregoing statutes, federal common law and state common law; and claims under any other federal, state or local statute, law, ordinance, regulation or order. It is the intention of Mr. Duddles and the City that in executing this Agreement, Mr. Duddles is providing a general release and that it shall be an effective bar to each and every claim, grievance, demand, and cause of action, either known or unknown, for all acts or omissions of the City and its agents, jointly and separately, individually and in their representative capacities, for any injuries suffered by Mr. Duddles occurring on or prior to the date this Agreement and Release is executed.

Excluded from the above release are any claims or rights which cannot be waived by law, and claims for accrued and fully vested employee benefits and unemployment and workers' compensation benefits. Also excluded from the release is Mr. Duddles's right to file a charge with an administrative agency or participate in an agency investigation. Mr. Duddles is, however, specifically waiving his right to recover any money in connection with such a charge or investigation. Mr. Duddles is also waiving his right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal or state agency.

6. The parties agree and acknowledge that this Agreement and the consideration described herein does not constitute and shall not be interpreted as any admission of liability on the part of the City or Mr. Duddles. This Agreement resulted from the parties' mutual desire to resolve any and all matters and controversies between

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them, and to amicably effectuate Mr. Duddles's voluntary employment separation from the City.

7. In compliance with the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f), Mr. Duddles acknowledges that he has knowingly and voluntarily signed and entered into this Agreement, and that:
 - a) This Agreement is written in a manner calculated to be understood by him, and he understands all of the terms of this Agreement;
 - b) In addition to the waiver and release of all other claims, this Agreement results in the waiver of and release by him of all claims arising under the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621, et seq. ("ADEA");
 - c) In exchange for the waiver and release by him of all ADEA claims, Mr. Duddles is receiving consideration in addition to anything of value to which he already is entitled;
 - d) The City hereby advises Mr. Duddles to consult with his attorney regarding the subject matter of this release prior to executing this Agreement; and
 - e) Mr. Duddles was afforded a period of twenty-one (21) days within which to consider this Agreement, and advised that he may revoke this Agreement within seven (7) calendar days after he signs it by delivering written notice of his revocation to Ms. Becky Madison, the City Human Resource Director.
8. Mr. Duddles shall be permitted to retain his cell phone number, for non-City use.
9. Should the City Manager or Human Resources Director receive an inquiry from a prospective employer of Mr. Duddles, the information provided shall be limited to: 1) the dates of his employment; 2) position held; and 3) final rate of pay. Additional information may be released with Mr. Duddles's consent, or as otherwise required by law. Mr. Duddles agrees to direct any employment verification inquiries to the City Director of Human Resources.
10. This Agreement constitutes the complete Agreement between Mr. Duddles and the City. No other promises or agreements, either express or implied, shall be binding upon such parties unless hereinafter reduced to writing and signed by Mr. Duddles and the City.
11. To the extent that any portion of this Agreement may be held to be invalid or legally unenforceable by a court of competent jurisdiction, Mr. Duddles and the City agree that the remaining portions of this Agreement shall not be affected and shall be given full force and effect.

- 12. This Agreement shall be binding upon the City and Mr. Duddles, as well as their respective agents, representatives, heirs, successors and assigns.
- 13. Mr. Duddles acknowledges that he has knowingly and voluntarily signed and entered into this Agreement, and that he understands all of the terms of this Agreement.

AGREED:

ARTHUR JON DUDDLES

Arthur Jonathan Duddles

8/10/2023

00A8DE61E47E439

Date

**CITY OF DES PLAINES, ILLINOIS, an
Illinois Municipal Corporation**

By: _____

Date