

VILLAGE OF BRADLEY

RESOLUTION NO. R-11-21-4

A RESOLUTION APPROVING THE EARLY RETIREMENT AND RESIGNATION AGREEMENT AND RELEASE ENTERED INTO BETWEEN THE VILLAGE AND TROY LARRIGAN AND APPROVING THE MEMORANDUM OF UNDERSTANDING ENTERED INTO BETWEEN THE VILLAGE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 (AFL-CIO)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 22 DAY OF November, 2021

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 22 day of Nov, 2021

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WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) the Corporate Authorities of the Village are authorized to enter into contracts on behalf of the Village; and

WHEREAS, the Village of Bradley (the "Village") has determined that it is in the best interests to enter into the Voluntary Early Retirement and Resignation Agreement and Release ("Agreement"), a copy of which is attached hereto as Exhibit A and fully incorporated herein, with Troy Larrigan ("Larrigan"); and

WHEREAS, the Village has determined that it is in the best interests to enter into the Memorandum of Understanding ("MOU"), a copy which is attached hereto as Exhibit B and fully incorporated herein, with the International Union of Operating Engineers Local 399 (AFL-CIO) ("Local 399").

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Voluntary Early Retirement and Resignation Agreement and Release between the Village and Troy Larrigan, a copy of which is attached hereto as Exhibit A and fully incorporated herein is hereby approved, and the Village President and Village Clerk are hereby authorized to execute the attached Agreement on behalf of the Village.

SECTION 3. The Memorandum of Understanding between the Village and the International Union of Operating Engineers Local 399 (AFL-CIO), a copy of which is attached hereto as Exhibit B and fully incorporated herein, is hereby approved, and the Village President and Village Clerk are hereby authorized to execute the attached MOU on behalf of the Village.

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent

jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 6. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 7. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 22 day of Nov, 2021.

TRUSTEES:

RYAN LEBRAN	Aye - <u> </u>	Nay - <u> </u>	Absent - <u>X</u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN TIERI	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GRANT D. VANDENHOUT	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GENE JORDAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:


JULIE TAMBLING, VILLAGE CLERK

APPROVED this 22 day of November, 2021.


MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
)
) §§
COUNTY OF KANKAKEE)

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number B-11214, "A RESOLUTION APPROVING THE EARLY RETIREMENT AND RESIGNATION AGREEMENT AND RELEASE ENTERED INTO BETWEEN THE VILLAGE AND TROY LARRIGAN AND APPROVING THE MEMORANDUM OF UNDERSTANDING ENTERED INTO BETWEEN THE VILLAGE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 (AFL-CIO)," which was adopted by the Village Corporate Authorities at a meeting held on the 22 day of Nov, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 22 day of Nov, 2021.

Julie Tambling

JULIE TAMBLING, VILLAGE CLERK

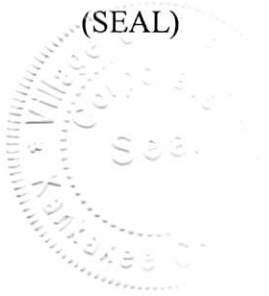


EXHIBIT A

EXHIBIT B

VOLUNTARY EARLY RETIREMENT AND RESIGNATION
AGREEMENT AND RELEASE

This Voluntary Early Retirement and Resignation Agreement and Release ("Agreement") is entered into by and between the Village of Bradley, an Illinois municipal corporation formed under and by virtue of the constitution and laws of the state of Illinois with a primary business address of 147 S. Michigan Avenue, Bradley, Illinois 60915 (the "Village") and Troy Larrigan, an individual, legally competent, adult who is a resident of the State of Illinois ("Larrigan"). The Village and Larrigan may be individually identified as a "Party" or collectively as the "Parties" where appropriate.

RECITALS

WHEREAS, Larrigan is currently employed by the Village as a Street and Alley worker in the Public Works Department; and

WHEREAS, Larrigan is a member of the International Union of Operating Engineers Local 399 (AFL-CIO) ("Local 399"); and

WHEREAS, the Village and Local 399 are signatories to a Collective Bargaining Agreement ("CBA") that provides for certain post-employment benefits ("OPEB"); and

WHEREAS, on or around September 2021, Larrigan approached the Village by way of Finance Director Robert Romo seeking an employment separation agreement; and

WHEREAS, pursuant to section 16 C.a. of the CBA in order to receive the continued healthcare and dental insurance benefits codified in Section 16.A of the CBA ("Healthcare and Dental Benefit"), the employee must be at least 55 years old and retire after twenty years of active service with the Village; and

WHEREAS, Larrigan is currently 50 years old and has 24.48 years of service with the Village and thus, is not eligible to receive the Healthcare and Dental Benefits; and

WHEREAS, Larrigan voluntarily desires to retire early and resign from his employment with the Village and terminate all employment relationships with the Village; and

WHEREAS, Larrigan is willing to forgo any and all rights for OPEB Benefits, Healthcare and Dental Benefits, Life Insurance benefits, tuition reimbursement benefits or any other post-employment benefit to which he may be entitled to with under the CBA or from the Village for payments made in two installments; and

WHEREAS, Larrigan's last day of employment with the Village will be on December 3, 2021 ; and

WHEREAS, in consideration for the service provided by Larrigan and the execution of this Agreement, the Village is willing to provide Larrigan with an early retirement incentive, subject to the terms herein; and

WHEREAS, Larrigan and the Village wish to enter into this Agreement to allow Larrigan to retire early and resign from the Village under the terms and conditions as set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Termination of Employment: It is acknowledged that Larrigan's last day of employment with the Village will be on December 3, 2021.

2. Irrevocable Resignation. Larrigan, contemporaneously with the execution of this Agreement, shall submit his irrevocable letter of resignation from employment with the Village. A copy of Larrigan's irrevocable letter of resignation is attached hereto and incorporated herein as Appendix A, and is hereby accepted by the Village.

3. Consideration. In exchange for the releases contained herein, the Village shall provide Larrigan the following consideration, which Larrigan is not otherwise entitled, subsequent to the revocation period of Section 5(f):

a. Early Retirement Incentive. The Village will provide to Larrigan the payment of Four Thousand Dollars per each full year of employment with the Village, prorated for a partial year worked, with a total value of Ninety-Seven Thousand Nine Hundred Six dollars and Eighty-Five Cents (\$97,906.85). This payment shall be paid in two installments. The first payment, in the amount of Seventeen Thousand Nine Hundred Six Dollars and Eighty-Five Cents (\$17,906.85) subject to all the standard deductions, shall be made seven days after full execution of this agreement, so long as Larrigan does not exercise the revocation option contained in Section 5(f) of this Agreement. The second payment, in the amount of Eighty Thousand Dollars and 00/100 (\$80,000.00), subject to all the standard state and federal tax withholdings, shall be made on January 2, 2022.

b. Sick, Personal, Vacation and Comp Time. Larrigan will also receive a payout of all baked sick, personal, vacation and compensatory time that exists on his last day of employment with the Village, subject to all the standard deductions. Such payment shall be made seven days after full execution of this Agreement, so long as Larrigan does not exercise the revocation option contained in Section 5(f) of this Agreement, and shall be made as follows:

(1) Sick Time: Larrigan's total sick time as of December 3, 2021 is 1 day (or 8.00 hours). Larrigan's hourly rate is 33.62. Larrigan will receive a total payout of sick time in the amount of two hundred sixty-eight dollars and ninety-six cents (\$268.96).

(2) Personal Time: Larrigan's total personal time as of December 3, 2021 is 0 days or (0.00 hours).

(3) Vacation Time: Larrigan's total vacation time as of December 3, 2021 is 0 days (or 0.00 hours).

(4) Comp Time: Larrigan's total comp time as of December 3, 2021 is 0 days or (0.00 hours).

c. Unemployment Insurance. As a result of Larrigan's voluntary resignation (termination of employment), Larrigan agrees he shall not make any claim for unemployment benefits or insurance with the Illinois Department of Employment Security (IDES).

d. Post-Employment Benefits. In exchange for retiring early, Larrigan voluntarily abandons and waives any and all rights to any OPEB benefit, Healthcare and Dental Benefits codified in the CBA, Life Insurance Benefit codified in the CBA, tuition reimbursement benefits or any other post-employment benefits or payments he would otherwise be entitled to from the Village.

e. IMRF Fund. Nothing in this Agreement shall be considered a waiver of Larrigan's rights under the IMRF Retirement Fund. However, the Village has no further obligations to make payments on behalf of Larrigan to the IMRF Fund after December 3, 2021.

f. Acknowledgement. It is understood the bifurcation of payments in Section 3(a) does not entitle Larrigan to any on-going employment relationship with the Village or any employment related benefits. Larrigan understands and agrees that his last day of employment with the Village is on December 3, 2021 and any and all employment related benefits terminate on that date. Larrigan agrees and affirms that he shall not be entitled to any other benefits or monies from the Village outside of those referred to in Section 3(a) and 3(b) of this Agreement.

g. Tax Responsibility. Larrigan acknowledges there may be tax responsibilities from the payment of the consideration pursuant to this Agreement that he may be responsible for that are beyond the standard withholdings deducted in Section 3(a) of this Agreement. The Village reserves the right to withhold income, employment or other taxes from any payment to Larrigan as may be required under any law or regulation. Larrigan further acknowledges that neither the Village or its attorneys have made any representation to Larrigan regarding any tax consequences concerning this Agreement. The Village advises Larrigan to consult a lawyer concerning this Agreement, including the tax consequences resulting from receipt of the above consideration. LARRIGAN AGREES TO HOLD HARMLESS THE VILLAGE FOR ANY CLAIMS ARISING FROM THE PAYMENT AND WITHHOLDING OF ALL TAXES FROM THE PAYMENTS MADE PURSUANT TO THIS AGREEMENT.

4. Release.

a. General Release. In consideration of the Village's agreement to provide certain additional compensation and consideration as set forth in this Agreement, Larrigan AGREES TO FULLY AND ABSOLUTELY RELEASE AND DISCHARGE THE VILLAGE, and all of its officers, elected and appointed officials, employees, agents, and representatives (collectively the "Village Parties"), in both their personal and official capacities, from any and all claims, lawsuits or causes of action of every kind or nature, at law or equity, which Larrigan may now have or claim to have, whether known or unknown from the beginning of the Larrigan's employment with the Village to and through the date of this Agreement. THIS RELEASE COVERS ALL TYPES OF LEGAL CLAIMS, whether arising from tort, statute, ordinance, regulation, common law or collective bargaining agreement, including but not limited to any and all actions, causes of action, claims, rights, obligations, charges, damages, costs, attorney's fees, suits and demands arising out of or based upon employment relations, collective bargaining agreements, rights to arbitration, wrongful or retaliatory discharge, and/or constructive discharge. THIS AGREEMENT INCLUDES THE RELEASE OF ANY AND ALL CLAIMS AGAINST THE VILLAGE ARISING UNDER FEDERAL OR STATE LAW including, without limitations all of Larrigan's reasonable rights under any and all State, Federal and local statutes, laws, ordinances, executive orders, and regulations; the Constitution of the United States (including all amendments thereto); the Constitution of the State of Illinois; 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, as amended, 29 U.S.C. §621 et. seq.; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq.; all claims under 42 U.S.C. §§ 1983, 1985, 1988; the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 et seq.; the Fair Labor Standards Act of 1938 as amended, 29 U.S.C. §201 et seq.; the Civil Rights Act of 1866, 42 U.S.C. §1981 et seq.; Illinois Human Rights Act, 775 LCS 5/1-101 et seq.; the

Illinois Minimum Wage Law, 820 ILCS 105 et seq; the Illinois Wage Payment and Collection Act, 820 ILCS 115 et seq.; and any other statute under which Larrigan could assert a cause of action.

It is the intention of Larrigan and the Village that in executing this Agreement, Larrigan 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 all Village Parties, jointly and separately, individually and in their representative capacities, for any injuries or damages incurred by Larrigan occurring on or prior to the date this Agreement is executed by Larrigan. EXCLUDED FROM THIS WAIVER AND RELEASE IS ANY CLAIM OR RIGHT WHICH CANNOT BE WAIVED BY LAW.

Larrigan further agrees that if Larrigan files a charge with the EEOC, The IDHR, or any other court or agency, or is a party to such a charge, SHALL NOT BE ENTITLED TO RECOVER ANY DAMAGES OR ATTORNEY'S FEES as a result of disposition of the charge. For the avoidance of doubt, Larrigan hereby waives and forfeits any and all right he may have to any remuneration arising from any charge or claim, even though he may still have a right or obligation to initiate such charge or claim or otherwise participate therein.

b. Waiver and Relinquishment of Post-Employment Rights and Claims. In consideration of the Village's agreement to provide certain additional compensation and consideration as set forth in this Agreement, Larrigan AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS THAT HE OR LOCAL 399 MAY HAVE ON HIS BEHALF for any post-employment benefits as well as any other benefit or monetary remuneration to which he might be entitled to from the village not set forth in this agreement.

c. Larrigan and his attorneys, if any, shall receive no compensation, bonuses, commissions, severance pay, employee benefits, fees, or other consideration from any Village Party except as specifically set forth herein.

d. Larrigan shall return all the Village-owned property in his possession within five (5) days of his last day of employment. Failure to return said property shall constitute a breach of this Agreement and no severance payments or benefits under this Agreement shall be paid until all Village-owned property has been returned.

e. Except to challenge the enforceability of the release, in the event Larrigan brings any claims in violation of Paragraph 4a, Larrigan shall pay any attorney fees incurred by the Village or any other Village Party to defend such claims, to enforce this Agreement or otherwise to protect its/their rights against Larrigan, in addition to any other damages or relief the Village or any other Village Party may be entitled to, provided, however, that nothing in this Paragraph is intended or should be construed to mean that the release of claims under ADEA in this agreement is unenforceable or invalid, it being the intent of the parties to release all such claims.

5. Specific ADEA and OWBPA Release. Larrigan acknowledges and agrees that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967, as amended. Larrigan acknowledges that he has been informed pursuant to the Older Workers Benefit Protection Act of 1990, as amended, that:

a. He has read and understands the agreement and enters into the Agreement voluntarily, knowingly and without reservations or duress;

b. He has been advised to consult with legal counsel before signing this agreement;

- C. He is not waiving rights or claims under the Age Discrimination in Employment Act that may arise after the date this Agreement is executed.
- d. He has been offered at least seven (7) days to consider the Agreement;
- e. He is receiving consideration for the Agreement in addition to that which he would otherwise have been entitled;
- f. He may revoke this agreement by delivering written notice to the Village within seven (7) days after signing this agreement. The Agreement will not be effective until that revocation period has expired.

6. Neutral Reference and Non-Disparagement.

a. In response to any inquiries from any third party concerning Larrigan, the Village shall give Larrigan a neutral reference reflecting dates of employment and positions held.

b. Larrigan shall not voluntarily make any adverse or disparaging comments about any of the Village Parties, which may tend to impugn or injure their reputation, good will, and relationships with their past, present and future employees, and the community in general.

7. Denial of Liability. The parties agree that nothing herein is intended or should be construed as an admission that any of the Village Parties engaged in any illegal or wrongful conduct or interfered with Larrigan's employment, civil rights or other rights in any respect, it being understood that the Village expressly denies any such wrongdoing.

8. Controlling Law; Choice of Forum. The laws of the State of Illinois shall govern the interpretation of this Agreement. By executing this Agreement, the Parties hereby submit to the sole and exclusive personal and subject matter jurisdiction of the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois. To the extent permitted by law, the Parties hereby agree (i) that any claim or dispute between the Parties arising out of this Agreement shall be brought only in said court, (ii) to waive any and all rights that they have or may hereinafter acquire to file any motion to dismiss for want of jurisdiction in said court, (iii) to waive any and all rights that they have or may hereinafter acquire to seek removal of any such claim to any federal court, and (iv) to waive any and all rights that they have or may hereinafter acquire to file any motion seeking to change the venue of any such claim or dispute to any other court, including but not limited to by filing any motion forum non conveniens.

9. Severability. Should any provisions of this Agreement be held invalid or unenforceable by operation of law or otherwise, all other provisions shall remain in full force and effect, provided, further, that a court may modify any provision to make it valid and enforceable.

10. Complete Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, if any, between them pertaining to the subject matter hereof.

11. Good Faith. The parties acknowledge that they have entered into this Agreement for their mutual benefit in good faith and that the terms of this Agreement will be complied with in good faith and reasonableness.

12. Review of Agreement/Knowing and Voluntary Release. The Village has advised and hereby expressly advises Larrigan to consult with an attorney of his choosing prior to executing this Agreement which contains a general release and waiver. Larrigan acknowledges that he fully understands his right to review this Agreement with an attorney of his choosing and has had such opportunity. Larrigan

acknowledges that it's his desire to retire early and resign from his employment with the Village and voluntarily enter into this Agreement. Larrigan has read and fully understands all the provisions of this Agreement and that Larrigan is freely, knowingly and voluntarily entering into this Agreement.

13. Recitals Adopted: The Recitals of this Agreement are adopted as if fully set forth herein.

14. Employee Breach of Agreement: In the event that Larrigan breaches any of his obligations under this Agreement, any outstanding obligations of the Village hereunder shall immediately terminate, and any payments previously made to Larrigan pursuant to Paragraph 3 shall be returned to the Village, including any attorneys' fees and costs incurred by the Village recovering them, whether or not a lawsuit is filed.

PLEASE READ CAREFULLY, THIS DOCUMENT INCLUDES A RELEASE OF ALL
IOdOWN AND UNKNOWN CLAIMS.

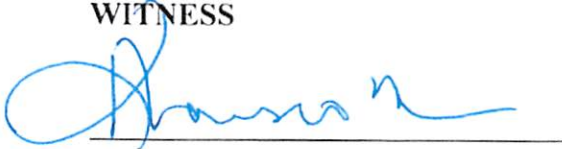
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on
this _____ day of _____ 2021.

TROY LARRIGAN



DATED: 11/24/21

WITNESS



11/24/21

THE VILLAGE OF BRADLEY

BY: Michael Watson

ITS: President

DATED: 11/24/21

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APPENDIX A

IRREVOCABLE LETTER OF RESIGNATION

I, Troy Larrigan, voluntarily submit my irrevocable letter of resignation as an employee of the Village of Bradley effective day 11th December, 2021,

TROY LARRIGAN

A handwritten signature in black ink, appearing to read "Troy Larrigan", written over a solid horizontal line.

DATED: 11/24/21