

VILLAGE OF BRADLEY

RESOLUTION NO. R-12-15-1

**A RESOLUTION OF THE VILLAGE OF BRADLEY  
RELATING TO A POST RETIREMENT  
HEALTHCARE FUNDING PLAN ("RHFP")**

ADOPTED BY THE  
BOARD OF TRUSTEES  
VILLAGE OF BRADLEY

This 14 day of DECEMBER, 2015

Published in pamphlet form by authority of the Board of Trustees of the Village of  
Bradley, Kankakee County, Illinois, this 14 day of DECEMBER, 2015.

CERTIFICATE:



Michael J. LaGesse, Village Clerk

**RESOLUTION NO. R-12-15-1**

**A RESOLUTION OF THE VILLAGE OF BRADLEY  
RELATING TO A POST RETIREMENT  
HEALTHCARE FUNDING PLAN ("RHFP")**

**WHEREAS**, the Village of Bradley (the "Village") is an Illinois Municipal Corporation organized under the laws of the State of Illinois, and is a member of the Illinois Public Pension Fund Association ("IPPPA"); and

**WHEREAS**, the Village had previously adopted (R-4-13-1 and R-3-14-3) and is administering the Illinois Public Pension Fund Association's Post Retirement Healthcare Funding Plan (the "Plan") in accordance with the Master Welfare Benefit Plan Retirement Healthcare Funding Plan (the "RHFP") 501(c)(9) Trust Agreement, and corresponding Adoption Agreement on behalf of applicable employees of the Village, as set forth in schedule A of the Adoption Agreement, subject to amendment from time to time to add additional Village employees or as otherwise required; and

**WHEREAS**, the Village President and Board of Trustees have reviewed the Plan document, and wish to update schedule A of the Adoption Agreement to include additional Village employees, to wit: Police Officers and Dispatchers (not including the Police Chief and Police Lieutenants, who have been previously included); and

**WHEREAS**, the Village is empowered by the laws, rules and regulations of State of Illinois to take the actions contemplated by this Resolution.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the President and the Trustees of the Village of Bradley, Kankakee County, Illinois:

**Section 1. Recitals Incorporated.** The recitals set forth above are incorporated herein as though fully set forth.

**Section 2. Prior Approval and Adoption of Agreements.** The Village of Bradley previously approved and adopted the RHFP Master Welfare Benefit Plan Trust Agreement, and corresponding Adoption Agreement (R-4-13-1, adopted April 8, 2013, and amended by R-3-14-3);

**Section 3. Update of Schedule A.** The Village of Bradley hereby updates Schedule A to the RHFP Master Welfare Benefit Plan Trust Agreement by adding the following employees subject to the following terms:

- a. Police Officers and Dispatchers: Pursuant to the terms of the Memorandum of Understanding attached hereto as Exhibit A.

**Section 4. Severability and Repeal of Inconsistent Ordinances, Resolutions and Motions.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All existing ordinances, resolutions and motions of the Village of Bradley are hereby repealed insofar as they may be inconsistent with the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 14 day of DECEMBER, 2015.

TRUSTEES:

Jerry Balthazor:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
Robert Redmond:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
Lori Gadbois:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
Melissa Carrico:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
Eric Cyr:	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" type="checkbox"/>
Michael Watson:	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

Bruce Adams: Aye -  Nay -  Absent -

TOTALS: AYE - 5 NAY - 0 ABSENT - 1

APPROVED this 14 day of DECEMBER, 2015



Bruce Adams, President of the Board of Trustees of the Village of Bradley



ATTEST:



Michael J. LaGesse, Village Clerk

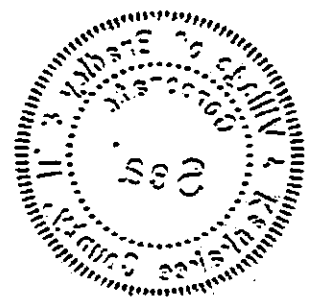
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STATE OF ILLINOIS                    )  
  ) ss.  
COUNTY OF KANKAKEE            )

**CERTIFICATION**

I, Michael J. LaGesse, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true and correct copy of Resolution Number R-12-15-1, “**A RESOLUTION OF THE VILLAGE OF BRADLEY RELATING TO A POST RETIREMENT HEALTHCARE FUNDING PLAN,**” which was adopted by the Village President and Board of Trustees on December 14, 2015.

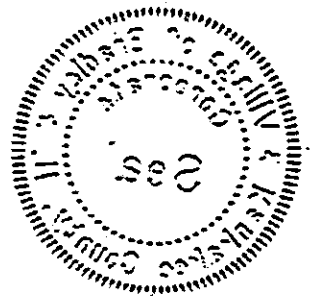
IN WITNESS WHEREOF, I have hereunto set my hand in the County of Kankakee and State of Illinois, on 14 DECEMBER, 2015.



\_\_\_\_\_  
Michael J. LaGesse  
Village Clerk



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## **MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into by the VILLAGE OF BRADLEY ("EMPLOYER"), and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL ("IFOP") parties to a COLLECTIVE BARGAINING AGREEMENT ("CBA") in effect from May 1, 2013 through April 30, 2016.

**WHEREAS**, the IFOP, in a grievance dated August 12, 2015, claimed that the CBA was being violated by the failure of the employer to cooperate with the IFOP in the establishment of a post-retirement health plan; and

**WHEREAS**, the parties, having thoroughly investigate the various options concerning post-retirement health plans and desire to reach agreement on these issues and to avoid the costs and uncertainty of arbitration;

**NOW, THEREFORE**, the parties hereto agree as follows:

1) The above recitals are incorporated herein as paragraph 1, and the parties affirm that the construction of this MOA shall be guided thereby;

2) The EMPLOYER agrees to implement a Voluntary Employees' Beneficiary Association (VEBA) Plan no later than December 31, 2015;

3) The EMPLOYER will be responsible for paying the initial start-up costs, provided that the EMPLOYER's contribution to the initial start-up costs shall not exceed \$350.00 for the start-up fee and \$850.00 for the IRS fee. Any additional start-up costs and all administrative fees shall be paid by the employees who participate in the VEBA.

4) The VEBA Plan to be implemented by the EMPLOYER shall contain the following components:

- (a) Only employees who have successfully completed their probationary period are eligible to participate.**
- (b) An employee retiring, retiring on disability, or terminating service in good standing, including the death of employee, from the EMPLOYER will defer 100% of eligible accumulated Sick Leave pursuant to Article 12.d of the CBA, 100% of unused Vacation Time, and 100% of unused accumulated compensatory time into their VEBA Plan.**
- (c) The IFOP reserves the right to amend the above career end deferred percentages of accumulated time for the following calendar year by submitting written confirmation of such a change having been approved by a majority vote of the IFOP members by November 1<sup>st</sup> of the each calendar year.**
- (d) Employees with unused vacation day(s) at the end of each calendar year will shall have those days paid into their Plan in January of the following year.**
- (e) For purposes of (b) and (d) above, unused vacation time refers to vacation time not used during the calendar year either through paid time off or cash compensation as described in Article 8 of the CBA.**
- (f) In addition to the career end contribution and the annual vacation contribution, participating employees hired after June 1, 2000 shall all equally contribute a portion of salary, either a fixed dollar amount, or a percentage of base salary, or both, as decided by a majority of the members of the bargaining unit.**
- (g) The IFOP shall notify the EMPLOYER as to the initial amounts of the employees' contributions prior to December 1, 2015 for 2016, and, for any subsequent calendar year, of any change in these amounts prior to November 1 of the prior calendar year.**
- (h) Portion of EMPLOYEE salary contributions will be made by the EMPLOYER into the fund each pay period.**
- (i) All employees hired before June 1, 2000, will have two options. One option is a One-Time, Life-Time, Opt out option for the plan. The second option is to opt in for the career end contribution along with the annual vacation contribution. The annual portion of salary contribution will not be available to these employees.**



- (j) All employees hired on or after June 1, 2000 thru the date of ratification of this MOA, will have two options. One option is a One-Time, Life-Time, Opt out option for the plan. The second option is to opt in for the career end contribution, the annual vacation contribution, and the annual portion of salary contribution.
  - (k) All employees' options will be communicated to them by letter prior to plan implementation.
  - (l) All employees hired after the ratification of this MOA, will be enrolled in the career end contribution, the annual vacation contribution, and the annual portion of salary contribution, without an option for non-participation.
- 5) Upon implementation of the plan, the IFOP grievance referenced above will be withdrawn with prejudice.
- 6) This MOA will be considered an attachment to the CBA.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement on the date given below.

**For the EMPLOYER:**

Bruce W. Adams Date: 12/14/15

**For the IFOP:**

Bob Tomby Date: 12/14/15