

**VILLAGE OF BARRINGTON HILLS
VOLUNTARY SEPARATION PLAN FOR
VILLAGE EMPLOYEES
NOT COVERED BY A
COLLECTIVE BARGAINING AGREEMENT**

SUMMARY PLAN DESCRIPTION

(Effective July, 2014)

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SUMMARY PLAN DESCRIPTION

INTRODUCTION

In response to a review of the **VILLAGE OF BARRINGTON HILLS'** (hereinafter "Village") operations and organizational structure, the Village has adopted the **VILLAGE OF BARRINGTON HILLS VOLUNTARY SEPARATION PLAN FOR VILLAGE EMPLOYEES NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT** (hereinafter the "Plan"), effective June 18, 2014, for the benefit of eligible employees of the Village as described herein.

The purpose of this Summary Plan Description is to describe the features of the Plan as clearly as possible, so that you can make an informed decision about whether or not you want to participate. This Summary Plan Description is merely an explanation and should not be relied upon other than as a general summary of the features of the Plan. Your rights are governed by the terms of the Plan document itself. You should refer to the Plan document for complete information for any rights and obligations you would have under the Plan. **IN THE EVENT OF ANY DISCREPANCY BETWEEN THE TERMS OF THIS SUMMARY PLAN DESCRIPTION AND THE PLAN DOCUMENT, THE TERMS OF THE PLAN DOCUMENT WILL CONTROL.** Also, any questions concerning the Plan will be determined in accordance with the terms of the Plan document and not this Summary Plan Description. A copy of the Plan document is available in the Plan Administrator's office.

THE PLAN IS VOLUNTARY

Participation in the Plan will be on a strictly voluntary basis. The choice is entirely in your hands. No one at the Village is requiring that you accept or reject participation in the Plan.

The existence of the Plan does not in any way change your relationship with the Village. You are free to choose to participate or not to participate. You should understand that if you are eligible and decline to participate, you would not be treated any differently with respect to future terms and conditions of employment than any other employee. You should also understand that the Plan does not provide any right to future employment or otherwise affect the status or terms and conditions of your employment, except that your employment relationship with the Village will cease after you become a Participant in the Plan.

ELIGIBLE EMPLOYEES

The eligible employees under the Plan are those regular full-time VILLAGE EMPLOYEES who (i) are not covered by a collective bargaining agreement; and (ii) have as of their separation date per the plan (September 1, 2014 through December 31, 2014) twenty (20) or more continuous years of service with the Village and are at least age 50; and (iii) are listed on the List of Eligible Employees attached hereto as **Attachment I**.

PLAN APPLICATION PROCEDURE

The Plan Administrator will provide each eligible employee with a Plan application form. The Plan application form is attached hereto as **Attachment II**. An eligible employee who voluntarily elects to participate in the Plan must sign and submit the application form to the Plan Administrator, which indicates that the eligible employee irrevocably elects to voluntarily separate from employment with the Village and obtain the Plan Benefits. Additional application forms are available, if needed, in the Plan Administrator's office.

The Plan Administrator must receive the signed application form during the application period between 8:00 a.m. on June 18, 2014 and 5:00 p.m. on August 4, 2014. Application forms will be accepted in the order in which the Plan Administrator receives the application forms.

The Plan Administrator will acknowledge in writing the acceptance of the application forms that meet the conditions of the Plan. An eligible employee whose application form is accepted will be considered an "**Applicant**" under the Plan. An Applicant's employment with the Village will terminate between September 1, 2014 and December 31, 2014 when meeting all eligibility criteria.

By August 11, 2014 the Plan Administrator will notify each Applicant in writing of his/her termination date. The date an Applicant terminates employment with the Village in accordance with the terms of the Plan will be considered his/her "**voluntary separation date**." An Applicant whose employment with the Village terminates for any reason prior to his/her voluntary separation date, or other than in accordance with the terms of the Plan, will not be eligible to receive the Plan Benefits.

An eligible employee whose application is accepted and whose employment does not terminate prior to his voluntary separation date will be considered a "**Participant**" in the Plan and will be eligible to receive Plan Benefits as provided below.

PLAN BENEFITS TO PARTICIPANTS

If you become a Participant in the Plan, you will be entitled to receive the following Plan Benefits:

Plan Benefit:

A Participant who signs and submits to the Plan Administrator the required Waiver and Release Agreement at the close of business on the Participant's voluntary separation date and who does not revoke the signed Waiver and Release Agreement within the prescribed time limits is eligible for a Plan Benefit. The benefit will, at the employee's irrevocable election, be continued participation in the employee's respective Village health insurance plan (18) months from date of separation. This benefit will be based on the employee's respective health plan enrolled in as of June 18, 2014. The Health Insurance Plan benefit may change each plan year. The required Waiver and Release Agreement form is attached hereto at **Attachment III**.

An Applicant may revoke his/her signed Waiver and Release Agreement within seven (7) days of his/her voluntary separation date. Any such revocation must be made in writing and must be received by the Plan Administrator within such seven (7) day period. An Applicant who timely revokes his/her Waiver and Release Agreement will not be eligible to receive the Plan Benefit.

The consideration for the voluntary signing of the Waiver and Release Agreement is the Plan Benefit, which the eligible employee would otherwise not be eligible to receive. Applicants voluntarily signing a Waiver and Release Agreement should also complete the Plan Benefit Election Form (**Attachment IV**).

Plan Benefit Terms

The following provisions will apply to separation payments:

- *Year of Service.* A "year of service" for purposes of the Plan shall include only complete years of service and shall be determined from the Participant's consecutive years of service since his/her most recent date of hire in accordance with the Village's personnel records through December 31, 2014.
- *Health Insurance Benefit.* A "Health Insurance Benefit" for purposes of the plan will consist of the eligible employee's continuation in the same insurance plan that the employee was enrolled in effective as of June 18, 2014. The insurance benefit will equal eighteen(18) months of health insurance from the date of separation. The Village will pay for 100% of the insurance premium. The Health Insurance Plan benefit may change each plan year.

Any benefit continuation or conversion rights which a Participant has as of his/her voluntary separation date will be made available to him/her according to the established policies, plans and procedures of the Village.

PLAN ADMINISTRATION

The Village Treasurer of the Village will service as the "Plan Administrator" of the Plan. The Plan Administrator will have the discretionary authority to determine eligibility for Plan Benefits and to construe the terms of the Plan, including the making of factual determinations. The decisions of the Plan Administrator will be final and conclusive with respect to all questions concerning the administration of the Plan.

The Plan Administrator may delegate to other persons responsibilities for performing certain of the duties of the Plan Administrator under the terms of the Plan and may seek such expert advice as the Plan Administrator deems reasonably necessary with respect to the Plan. The Plan Administrator will be entitled to rely upon the information and advice furnished by such delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful.

TERMINATION OF THE PLAN

The Plan will terminate December 31, 2014 unless extended in writing by the Village. Notwithstanding the foregoing, the termination of the Plan will not reduce Plan Benefits previously granted to a participant under the Plan.

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LIST OF ELIGIBLE EMPLOYEES

Robert Kosin
Michael Murphy
Richard Semelsberger
Kim Roel
Tami Huls [9-1-2014]

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APPLICATION FORM

I wish to make application for the Voluntary Separation Plan to terminate employment with the Village of BARRINGTON HILLS ("Village") on _____.

I acknowledge and agree that I understand the terms and conditions of the Voluntary Separation Plan and that my decision to make application is voluntary.

By signing this Application Form, I irrevocably commit to voluntarily separating from employment with the Village if my application is accepted. I understand that if my application is accepted, the Plan Administrator will notify me by August 8, 2014 of my voluntary separation date of September 1, 2014 through December 31, 2014. I also understand that the Plan Administrator according to the terms of the Plan will assign my voluntary separation date to me.

I further acknowledge that in order to obtain the Plan Benefit under the Plan, I must sign the Waiver and Release Agreement on my voluntary separation date. If I do not sign the Waiver and Release Agreement or if I revoke my signed Waiver and Release Agreement, I acknowledge that I will not be entitled to the Plan Benefit under the Plan.

(Name of Eligible Employee - Please Print)

(Employee's Social Security Number)

(Signature of Eligible Employee)

(Date)

ACCEPTED:

Plan Administrator

Date

PLEASE SUBMIT TO:

Rosemary Reba
Village Treasurer

Village of BARRINGTON HILLS
112 Algonquin Road
BARRINGTON HILLS, IL 60010

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WAIVER AND RELEASE AGREEMENT

(1) In consideration for the Plan Benefit to be provided to me under the terms of the **VILLAGE OF BARRINGTON HILLS VOLUNTARY SEPARATION PLAN FOR VILLAGE EMPLOYEES NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT** (the "Plan"), I, on behalf of myself and my heirs, executors, administrators, attorneys and assigns, hereby waive, release and forever discharge the **VILLAGE OF BARRINGTON HILLS** (hereinafter the "Village") and its related entities, agencies, authorities, boards, commissions and affiliates, whether direct or indirect, its and their joint ventures and joint ventures (including its and their respective trustees, directors, officers, associates, employees, shareholders, partners and agents, past, present and future), and each of its and their respective successors and assigns (hereinafter collectively referred to as "Releasees"), from any and all known or unknown actions, causes of action, claims or liabilities of any kind which have or could be asserted against the Releasees arising out of or related to my employment with and/or separation from employment with the Village and/or any of the other Releasees and/or any other occurrence up to and including the date of this Waiver and Release Agreement, including but not limited to:

- (a) claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Act, as amended, the Age Discrimination in Employment Act, as amended, the Rehabilitation Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Illinois Human Rights Act, as amended, and/or any other federal, state, municipal, or local employment discrimination statutes (including, but not limited to, claims based on age, sex, attainment of benefit plan rights, race, religion, national origin, marital status, sexual orientation, ancestry, harassment, parental status, handicap, disability, retaliation, and veteran status); and/or
- (b) claims, actions, causes of action or liabilities arising under any other federal state, municipal, or local statute, law, ordinance or regulation; and/or
- (c) any other claim whatsoever including, but not limited to, claims for severance pay, claims based upon breach of contract, wrongful termination, defamation, intentional infliction of emotional distress, tort, personal injury, invasion of privacy, violation of public policy, negligence and/or any other common law, statutory or other claim whatsoever arising out of or relating to my employment with and/or separation from employment with the Village and/or any of the other Releasees, but excluding the filing of an administrative charge, any claims which I may make under state

workers' compensation or unemployment laws, and/or any claims which by law I cannot waive.

(2) I also agree never to sue any of the Releasees or participate in a lawsuit on the basis of any claim of any type whatsoever arising out of or related to my employment with and/or separation from employment with the Village and/or any of the other Releasees.

(3) I further acknowledge and agree in the event that I breach the provisions of paragraph (2) above, (a) the Village shall be entitled to apply for and receive an injunction to restrain any violation of paragraph (2) above, (b) the Village shall not be obligated to pay the Plan Benefit under the Plan to me, (c) I shall be obligated to pay to the Village its costs and expenses in enforcing this Waiver and Release Agreement and defending against such lawsuit (including court costs, expenses and reasonable legal fees), and (d) I shall be obligated upon demand to repay to the Village all but \$500 of the Separation benefit value under the plan paid to me, and the foregoing shall not affect the validity of this Waiver and Release Agreement.

(4) I further waive my right to any monetary recovery should any federal, state, or local administrative agency pursue any claims on my behalf arising out of or related to my employment with and/or separation from employment with the Village and/or any of the other Releasees.

(5) I further waive, release and discharge Releasees from any reimbursement rights which I have or could have.

(6) I acknowledge that I have been given at least forty-five (45) days to consider this Waiver and Release Agreement thoroughly and I was encouraged to consult with my personal attorney, if desired, before signing below.

(7) I understand that I may revoke this Waiver and Release Agreement within seven (7) days after its signing and that any revocation must be made in writing and submitted within such seven-day period to the Plan Administrator. I further understand that if I revoke this Waiver and Release Agreement, I shall not receive the Plan Benefit under the Plan.

(8) I FURTHER UNDERSTAND THAT THIS WAIVER AND RELEASE AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

(9) I acknowledge and agree that if any provision of this Waiver and Release Agreement is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Waiver and Release Agreement shall continue in full force and effect.

(10) This Waiver and Release Agreement is deemed made and entered into in the State of Illinois, and in all respects shall be interpreted, enforced and governed under the internal laws of the State of Illinois. A court of competent jurisdiction in the State of Illinois shall adjudicate any dispute under this Waiver and Release Agreement.

(11) I further acknowledge and agree that I have carefully read and fully understand all of the provisions of this Waiver and Release Agreement and that I voluntarily enter into this Waiver and Release Agreement by signing below.

(Signature)

(Date)

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PLAN BENEFIT ELECTION FORM

The voluntary execution of the Waiver and Release Agreement that I do not revoke in writing within seven (7) days of my separation date under the terms of the **VILLAGE OF BARRINGTON HILLS VOLUNTARY SEPARATION PLAN FOR VILLAGE EMPLOYEES NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT** (the “Plan”) makes me eligible according to the terms of the Plan for a Plan Benefit.

I understand that the Plan Benefit provided under the Plan is coverage for eighteen months from date of separation of Village health insurance under my current plan participation, as of June 18, 2014. I understand that the Health Insurance Plan benefit may change each plan year.

I acknowledge and agree that I understand this election and that it is subject to all other terms and conditions of the Plan and that my decision to make this election is voluntary.

(Name of Eligible Employee – Please Print)

(Signature of Eligible Employee)

(Date)