ORDINANCE 2014-21 Passed: June 23, 2014

AUTHORIZING THE EXECUTION OF VOLUNTARY SEPARATION AGREEMENTS BY THE CITY OF DEKALB.

WHEREAS, the City of DeKalb, DeKalb County, Illinois is a home rule community with those powers granted under the provisions of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and,

WHEREAS, the City of DeKalb has received signed Voluntary Separation Agreements submitted by two employees of the City of DeKalb, and hereby determines that accepting and performing the terms of said agreements is in the public interest and promotes public welfare;

THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of DeKalb, DeKalb County, Illinois, as follows:

Section 1. Agreements Authorized.

The Mayor or City Manager of the City of DeKalb is hereby authorized to negotiate, execute and thereafter perform all actions necessary to effectuate the voluntary separation agreements attached hereto as Exhibit A and B.

Section 2. All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

Section 3. Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and affect the same as if the invalid provision had not been a part of this Ordinance.

Section 4. This Ordinance shall be in full force and effect after passage and publication pursuant to law. Publication date: June 24, 2014. Effective date: July 4, 2014.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 23rd day of June, 2014 and approved by me as Mayor on the same day. Received and filed. Second reading waived by roll call vote of 7-1. Aye: Jacobson, Finucane, Lash, Snow, Baker, O'Leary, Rey. Nay: Naylor. Passed by 8-0 roll call vote. Aye: Jacobson, Finucane, Lash, Snow, Naylor, Baker, O'Leary, Rey.

ATTEST:

ELIZABETH E. PEERBOOM, City Clerk

JOHN A. REY, Mayor
Voluntary Employee Separation Agreement

This Employment Separation Agreement is entered this 24th day of June, 2014, by and between the City of DeKalb ("the City") and Lou Larson ("Employee"), and is effective as of the close of business on said date. To the extent of any conflict between the terms of this Employment Separation Agreement and any other agreement, contract or policy relating to the terms of this separation (including but not limited to collective bargaining agreements and City personnel policies), this Employment Separation Agreement shall supersede any contradictory term of any other agreement.

1. Employee has opted to voluntarily terminate his employment with the City, and has signed this agreement as his free and voluntary act, indicative of his voluntary resignation. The City has countersigned this agreement purely to accept his resignation, and to agree to the terms and covenants herein. Employee has had the opportunity to consult with attorneys and understands, agrees and covenants that this agreement has been voluntarily undertaken. The City acknowledges that Employee has given proper notice of resignation.

2. This resignation shall be effective immediately, as of the date indicated above.

3. Employee shall be compensated for accrued paid time off in accordance with City policy as an employee resigning in good standing. He shall be entitled to a final payout in accordance with the attached Final Pay Exhibit. The City agrees that based upon acceptance of and compliance with this Agreement, it shall not pursue termination of Employee that would result in a reduction or forfeiture of said payments. The City also agrees that it shall not impose any additional deduction for FLEX payments made to date.

4. The City shall provide the Employee with continuing salary and benefits through Friday, June 20, 2014. The City shall make an additional, one-time, lump-sum payment to the Employee in the amount identified on the Final Pay Exhibit attached as Exhibit A. The Employee has reviewed and agrees with all such calculations (other than the calculation of payments due for the period from 4/22/14 through 6/20/14). Other than: a) the payment of wages and benefits accrued prior to the date of this agreement; b) the payments contemplated by this section and the preceding section of this Agreement; and, c) the benefits contemplated by the Condition of Retirement Agreement attached hereto as Exhibit B, Employee shall not be entitled to any further or additional compensation of any kind, whatsoever, from the City. Employee’s status as an employee of the City of DeKalb shall terminate as of the date of this Agreement. Further, Employee agrees and covenants
that he shall immediately and irrevocably waive any right or opportunity for application for employment, employment or reemployment by the City in any capacity, and shall not at any point apply for or otherwise seek employment by the City or otherwise undertake any effort to become reemployed by the City, either directly or as a contractor or subcontractor.

5. Employee agrees that he shall immediately return to the City any and all materials, supplies, computers, telephones, uniforms, tools, keys, or other equipment furnished to him by the City. Employee shall also return any badges, business cards, insignia, identifying markers or other credentials which identify him as an employee of the City of DeKalb, and all shirts, jackets, hats or clothing so indicating. He shall provide a list of all computer/program/website usernames and passwords used by him to access official software/websites/computers in the performance of his employment as a City of DeKalb employee. All such items shall be returned to the City within seven days of the date of this Agreement, by Employee. Employee acknowledges that all of his personal property has been returned to him.

6. Employee agrees to keep confidential any information he obtained during the course of his employment with the City, other than information which is available to the public or which is required to be disclosed in response to a lawful court order, for a period of four years following the date of execution of this Employment Separation Agreement.

7. Employee agrees and acknowledges that the City is extending benefits and payments to the Employee pursuant to this Employee Separation Agreement that the City would not otherwise be obligated to provide under the terms of any existing obligation of the City to the Employee. In further consideration of the promises made by the City and Employee in this Employment Separation Agreement, the City and Employee hereby release and forever discharge the other from any and all actions, causes of action, claims or liabilities of any kind which have or could be asserted against the City or Employee arising out of or related to Employee’s employment by the City, including but not limited to:

a. claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Acts of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older Worker Benefit Protection Act; the Employee Retirement Income Security Act, as amended; the Americans with Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; the Fair Labor Standards Act; the National Labor Relations Act; the Consolidated Omnibus Budget Reconciliation Act; the Employee Retirement Income Security Act of 1974, as amended; the Federal Occupational Safety and Health Act; the Illinois Human Rights Act (including any claims of retaliation); the Illinois Equal Pay Act; the Illinois Victims’ Economic Security and Safety Act; the Illinois Minimum Wage Act; the Illinois Wage Payment and Collection Act and/or any other federal, state, or municipal employment discrimination or wage statutes (including, but not
limited to, claims based on age, sex, sexual orientation, pregnancy, attainment of benefit plan rights, race, color, religion, national origin, ancestry, disability, medical condition, retaliation, marital status and veteran status; and/or

b. claims, actions, causes of action or liabilities and/or any other federal, state, or local statute, law, ordinance or regulations; and/or

c. any other claim whatsoever including, but not limited to, claims based upon breach of contract, breach of oral or implied contract, breach of covenant of good faith and fair dealing, wrongful termination, violation of public policy, defamation, intentional infliction of emotional distress, negligence and/or any other common law, statutory or other claim whatsoever arising out of or relating to Employee’s employment by the City;

d. The City shall release any claim against Employee for which Employee would be entitled to a defense or indemnification from the City pursuant to City Code Section 3.26. Notwithstanding any contrary provision of this Agreement, the City shall not release any claim against Employee which the City would not be obligated to indemnify and defend Employee for/against pursuant to said Section (i.e. claims arising out of bad faith or claims with malicious or felonious intent), nor shall the City release any claims that resulted in a pecuniary gain to Employee.

e. but excluding any claims which Employee may make under state workers’ compensation laws and/or any claims which by law Employee cannot waive and/or any claim related to a breach of this Employment Separation Agreement.

Employee shall be entitled to receive COBRA and related insurance benefits on the same terms as any other employee who voluntarily resigns. After receipt of a signed copy of this Agreement, the City shall separately mail Employee a COBRA notice.

8. The City agrees and acknowledges that if it receives any inquiry from any party regarding Employee’s employment by the City, the City shall limit its response to such inquiry to information which is legally required to be disclosed pursuant to a lawful request for information such as a Freedom of Information Act request. The City acknowledges that Employee has separated from employment by virtue of a voluntary resignation by employee following discussion regarding the City’s budget process, and is not separating from employment because of any actual or alleged misconduct. The City shall, at any time upon Employee’s request, confirm this statement in writing.
9. If any of the provisions are not fully complied with by either party, both parties acknowledge and agree that the other party may seek enforcement of this Agreement by a court in the Twenty-Third Judicial Circuit, DeKalb County, Illinois. The City and Employee expressly agree that the aforesaid court shall be the sole and exclusive venue in which to pursue purported violations of this Employment Separation Agreement. In the event that Employee breaches any provision of this Agreement, the City shall not be obligated to pay any further compensation or benefits to Employee. This Agreement shall be governed and enforced pursuant to Illinois law. Should any provision of this Employment Separation Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not be a part of this Employment Separation Agreement.

10. Employee acknowledges and agrees that THE CITY HAS ADVISED HIM TO CONSULT WITH AN ATTORNEY OF HIS CHOOSING, and that he has consulted with an attorney prior to signing this Agreement.

11. The parties further agree and acknowledge that after the Employee signs this Agreement, he has seven calendar days to revoke it. If he desires to revoke it, a written revocation must be delivered to the Employer within seven calendar days from the signing of this Agreement.

12. The parties further agree and acknowledge by signing this agreement that this document constitutes the full and complete understanding between them and that no other understanding, verbal or written, exists between the parties. Employee represents that in entering into this Agreement, he does not rely and has not relied upon any representation or statement made by the City or any of its agents or employees regarding this Agreement.

13. THE EMPLOYEE ACKNOWLEDGES THAT HE HAS READ AND FULLY UNDERSTANDS THE FOREGOING PROVISIONS OF THIS RESIGNATION AGREEMENT AND RELEASE, HAS HAD AT LEAST 45 DAYS TO CONSULT WITH COUNSEL BEFORE SIGNING THIS AGREEMENT, AND FREELY AND WITHOUT RESERVATION ENTERS INTO THIS AGREEMENT. To the extent that Employee returns this Agreement prior to the passage of 45 days, he shall be deemed to have voluntarily waived such waiting period.

EMPLOYEE:  

BY:  

DATED:  

6-20-14
Exhibit A: Final Pay Estimate

1) Payout of Accrued Paid Time Off: Accrued Paid Time Off shall be paid to the Employee based upon final accruals at time of separation from employment, on June 20, 2014. As of April 22, 2014, this amount is estimated as follows:

<table>
<thead>
<tr>
<th></th>
<th>Hours at $42.476/hour</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sick Time</td>
<td>675</td>
<td>$28,671.30</td>
</tr>
<tr>
<td>Vacation Time(^1)</td>
<td>225</td>
<td>$9,557.01</td>
</tr>
<tr>
<td>Comp Time</td>
<td>208</td>
<td>$8,835.01</td>
</tr>
<tr>
<td>2014 Vacation Time(^2)</td>
<td>63</td>
<td>$2,675.99</td>
</tr>
<tr>
<td>Separation Gift</td>
<td></td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$50,239.40</strong></td>
</tr>
</tbody>
</table>

2) Voluntary Separation Agreement Supplemental Payment: Employee shall receive a one-time, lump-sum payment of $32,595.50, which is roughly equivalent to 20 weeks of compensation and longevity pay at normal rates.

3) No other payments are contemplated.

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\(^1\) Current Accrual.

\(^2\) Estimate of 2014 Vacation Accrual through 4/30/14.
Exhibit B: Condition of Retirement Agreement:

Attached.
APPENDIX "G"
Condition of Retirement Agreement

THIS AGREEMENT entered into this day of April, 2012, by and between the City of DeKalb ("Employer"), Local 813 ("Union"), and AFSCME Council 31. ("Employee"), and AFSCME Council 31.

RECITALS

1. The undersigned Employee is currently employed by the Employer and a member of the bargaining unit represented by Local 813, AFSCME Council 31.

2. The Employer currently and for more than thirty (30) years has provided retiree health insurance benefits.

3. The City and the Union have agreed to a phase out of the retiree health insurance benefit described in Article 12(D) in the Collective Bargaining Agreement between the City of DeKalb and the DeKalb Municipal Employees Union Local 813 and AFSCME Council 31 effective January 1, 2011 through December 31, 2013 ("the Collective Bargaining Agreement").

4. The Employer shall continue such retiree health insurance benefits as more specifically described in the applicable subsections of Article 12(D) of the Collective Bargaining Agreement for all AFSCME bargaining unit members hired on or before December 31, 2011.

THEREFORE, IT IS AGREED:

1. The City, Employee and AFSCME agree and acknowledge that Employee falls within the following category of Employees or retirees, and is eligible for benefits as more fully described in the Collective Bargaining Agreement: (Please circle the applicable letter A-D, below).

   A. Employees who provide notice of their intent to retire not later than April 1, 2012 and work their last day with the City on or before April 17, 2012, after having accrued 20 or more years of continuing, creditable service to the City shall receive benefits as outlined in Article 12(D)(2) and 12(D)(7) of the Collective Bargaining Agreement (subject to the remainder of terms of the Collective Bargaining Agreement).

   B. Employees hired prior to January 1, 1991 who have attained 20 or more years of continuing, creditable service with the City and who do not retire in accordance with Article 12(D)(2) of the Collective Bargaining Agreement shall receive benefits as
outlined in Article 12(D)(3) and 12(D)(7) of the Collective Bargaining Agreement (subject to the remainder of terms of the Collective Bargaining Agreement).

C. Employees hired after January 1, 1991 and on or before December 31, 2011, shall receive benefits as outlined in Article 12(D)(4) of the Collective Bargaining Agreement (subject to the remainder of terms of the Collective Bargaining Agreement).

2. Any disputes as to the City’s fulfillment of these terms may be enforced, at the employee’s option, by a grievance under the provisions of the grievance procedure as contained in the Collective Bargaining Agreement, or in Circuit Court.

EXECUTED day and year first above written.

CITY OF DEKALB

[Signatures]

MAYOR, Kris Povlsen
EMPLOYEE

CITY CLERK, Diane Wright
AFSCME Council 31

[Seal]
Voluntary Employee Separation Agreement

This Employment Separation Agreement is entered this 24th day of June 2014, by and between the City of DeKalb ("the City") and Dave Reynolds ("Employee"), and is effective as of the close of business on said date. To the extent of any conflict between the terms of this Employment Separation Agreement and any other agreement, contract or policy relating to the terms of this separation (including but not limited to collective bargaining agreements and City personnel policies), this Employment Separation Agreement shall supersede any contradictory term of any other agreement.

1. Employee has opted to voluntarily terminate his employment with the City, and has signed this agreement as his free and voluntary act, indicative of his voluntary resignation. The City has countersigned this agreement purely to accept his resignation, and to agree to the terms and covenants herein. Employee has had the opportunity to consult with attorneys and understands, agrees and covenants that this agreement has been voluntarily undertaken. The City acknowledges that Employee has given proper notice of resignation.

2. This resignation shall be effective immediately, as of the date indicated above.

3. Employee shall be compensated for accrued paid time off in accordance with City policy as an employee resigning in good standing. He shall be entitled to a final payout in accordance with the attached Final Pay Exhibit. The City agrees that based upon acceptance of and compliance with this Agreement, it shall not pursue termination of Employee that would result in a reduction or forfeiture of said payments. The City also agrees that it shall not impose any additional deduction for FLEX payments made to date.

4. The City shall provide the Employee with continuing salary and benefits through Friday, June 20, 2014. The City shall make an additional, one-time, lump-sum payment to the Employee in the amount identified on the Final Pay Exhibit attached as Exhibit A. The Employee has reviewed and agrees with all such calculations (other than the calculation of payments due for the period from 4/22/14 through 6/20/14). Other than: a) the payment of wages and benefits accrued prior to the date of this agreement; b) the payments contemplated by this section and the preceding section of this Agreement; and, c) the benefits contemplated by the Condition of Retirement Agreement attached hereto as Exhibit B, Employee shall not be entitled to any further or additional compensation of any kind, whatsoever, from the City. Employee’s status as an employee of the City of DeKalb shall terminate as of the date of this Agreement. Further, Employee agrees and covenants
that he shall immediately and irrevocably waive any right or opportunity for application for employment, employment or reemployment by the City in any capacity, and shall not at any point apply for or otherwise seek employment by the City or otherwise undertake any effort to become reemployed by the City, either directly or as a contractor or subcontractor.

5. Employee agrees that he shall immediately return to the City any and all materials, supplies, computers, telephones, uniforms, tools, keys, or other equipment furnished to him by the City. Employee shall also return any badges, business cards, insignia, identifying markers or other credentials which identify him as an employee of the City of DeKalb, and all shirts, jackets, hats or clothing so indicating. He shall provide a list of all computer/program/website usernames and passwords used by him to access official software/websites/computers in the performance of his employment as a City of DeKalb employee. All such items shall be returned to the City within seven days of the date of this Agreement, by Employee. Employee acknowledges that all of his personal property has been returned to him.

6. Employee agrees to keep confidential any information he obtained during the course of his employment with the City, other than information which is available to the public or which is required to be disclosed in response to a lawful court order, for a period of four years following the date of execution of this Employment Separation Agreement.

7. Employee agrees and acknowledges that the City is extending benefits and payments to the Employee pursuant to this Employee Separation Agreement that the City would not otherwise be obligated to provide under the terms of any existing obligation of the City to the Employee. In further consideration of the promises made by the City and Employee in this Employment Separation Agreement, the City and Employee hereby release and forever discharge the other from any and all actions, causes of action, claims or liabilities of any kind which have or could be asserted against the City or Employee arising out of or related to Employee’s employment by the City, including but not limited to:

   a. claims, actions, causes of action or liabilities arising under Title VII of the Civil Rights Acts of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older Worker Benefit Protection Act; the Employee Retirement Income Security Act, as amended; the Americans with Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; the Fair Labor Standards Act; the National Labor Relations Act; the Consolidated Omnibus Budget Reconciliation Act; the Employee Retirement Income Security Act of 1974, as amended; the Federal Occupational Safety and Health Act; the Illinois Human Rights Act (including any claims of retaliation); the Illinois Equal Pay Act; the Illinois Victims’ Economic Security and Safety Act; the Illinois Minimum Wage Act; the Illinois Wage Payment and Collection Act and/or any other federal, state, or municipal employment discrimination or wage statutes (including, but not
limited to, claims based on age, sex, sexual orientation, pregnancy, attainment of benefit plan rights, race, color, religion, national origin, ancestry, disability, medical condition, retaliation, marital status and veteran status); and/or

b. claims, actions, causes of action or liabilities and/or any other federal, state, or local statute, law, ordinance or regulations; and/or

c. any other claim whatsoever including, but not limited to, claims based upon breach of contract, breach of oral or implied contract, breach of covenant of good faith and fair dealing, wrongful termination, violation of public policy, defamation, intentional infliction of emotional distress, negligence and/or any other common law, statutory or other claim whatsoever arising out of or relating to Employee’s employment by the City;

d. The City shall release any claim against Employee for which Employee would be entitled to a defense or indemnification from the City pursuant to City Code Section 3.26. Notwithstanding any contrary provision of this Agreement, the City shall not release any claim against Employee which the City would not be obligated to indemnify and defend Employee for/against pursuant to said Section (i.e. claims arising out of bad faith or claims with malicious or felonious intent), nor shall the City release any claims that resulted in a pecuniary gain to Employee.

e. but excluding any claims which Employee may make under state workers’ compensation laws and/or any claims which by law Employee cannot waive and/or any claim related to a breach of this Employment Separation Agreement.

Employee shall be entitled to receive COBRA and related insurance benefits on the same terms as any other employee who voluntarily resigns. After receipt of a signed copy of this Agreement, the City shall separately mail Employee a COBRA notice.

8. The City agrees and acknowledges that if it receives any inquiry from any party regarding Employee’s employment by the City, the City shall limit its response to such information which is legally required to be disclosed pursuant to a lawful request for information such as a Freedom of Information Act request. The City acknowledges that Employee has separated from employment by virtue of a voluntary resignation by employee following discussion regarding the City’s budget process, and is not separating from employment because of any actual or alleged misconduct. The City shall, at any time upon Employee’s request, confirm this statement in writing.
9. If any of the provisions are not fully complied with by either party, both parties acknowledge and agree that the other party may seek enforcement of this Agreement by a court in the Twenty-Third Judicial Circuit, DeKalb County, Illinois. The City and Employee expressly agree that the aforesaid court shall be the sole and exclusive venue in which to pursue purported violations of this Employment Separation Agreement. In the event that Employee breaches any provision of this Agreement, the City shall not be obligated to pay any further compensation or benefits to Employee. This Agreement shall be governed and enforced pursuant to Illinois law. Should any provision of this Employment Separation Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Employment Separation Agreement.

10. Employee acknowledges and agrees that THE CITY HAS ADVISED HIM TO CONSULT WITH AN ATTORNEY OF HIS CHOOSING, and that he has consulted with an attorney prior to signing this Agreement.

11. The parties further agree and acknowledge that after the Employee signs this Agreement, he has seven calendar days to revoke it. If he desires to revoke it, a written revocation must be delivered to the Employer within seven calendar days from the signing of this Agreement.

12. The parties further agree and acknowledge by signing this agreement that this document constitutes the full and complete understanding between them and that no other understanding, verbal or written, exists between the parties. Employee represents that in entering into this Agreement, he does not rely and has not relied upon any representation or statement made by the City or any of its agents or employees regarding this Agreement.

13. THE EMPLOYEE ACKNOWLEDGES THAT HE HAS READ AND FULLY UNDERSTANDS THE FOREGOING PROVISIONS OF THIS RESIGNATION AGREEMENT AND RELEASE, HAS HAD AT LEAST 45 DAYS TO CONSULT WITH COUNSEL BEFORE SIGNING THIS AGREEMENT, AND FREELY AND WITHOUT RESERVATION ENTERS INTO THIS AGREEMENT. To the extent that Employee returns this Agreement prior to the passage of 45 days, he shall be deemed to have voluntarily waived such waiting period.

EMPLOYEE:

BY: 

DATED: 6-20-14
Exhibit A: Final Pay Estimate

1) Payout of Accrued Paid Time Off: Accrued Paid Time Off shall be paid to the Employee based upon final accruals at time of separation from employment, on June 20, 2014. As of April 22, 2014, this amount is estimated as follows:

<table>
<thead>
<tr>
<th>Time</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sick Time</td>
<td>366.75</td>
<td>$37.925/hour</td>
<td>$13,908.99</td>
</tr>
<tr>
<td>Vacation Time(^1)</td>
<td>200.5</td>
<td>$37.925/hour</td>
<td>$7,603.96</td>
</tr>
<tr>
<td>Comp Time</td>
<td>206.88</td>
<td>$37.925/hour</td>
<td>$7,845.92</td>
</tr>
<tr>
<td>2014 Vacation Time(^2)</td>
<td>63</td>
<td>$37.925/hour</td>
<td>$2,389.28</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>461.11</strong></td>
<td><strong>$31,748.16</strong></td>
<td><strong>$31,748.16</strong></td>
</tr>
</tbody>
</table>

2) Voluntary Separation Agreement Supplemental Payment: Employee shall receive a one-time, lump-sum payment of $26,180.96, which is roughly equivalent to 45 days of compensation and longevity pay at normal rates.

3) The City shall provide continuing ‘family’ health insurance coverage to the Employee for the period commencing upon the date of this Agreement and terminating on December 31, 2014. At that time, the Employee shall be eligible to utilize any benefits available under COBRA as defined above. For this period of continuing insurance coverage, the City shall pay the City’s share of costs (estimated to be approximately $9,500), and the City shall deduct the employee’s share of costs (estimated to be approximately $2,500) from the Voluntary Separation Supplemental Payout described above (reducing the payout accordingly).

4) No other payments are contemplated.

\(^1\) Current Accrual.  
\(^2\) Estimate of 2014 Vacation Accrual through 4/30/14.
Exhibit B: Condition of Retirement Agreement:

Attached.
APPENDIX "G"
Condition of Retirement Agreement

THIS AGREEMENT entered into this 30 day of MARCH, 2012, by and between the City of DeKalb ("Employer"),
David R Reynolds ("Employee"), and AFSCME Council 31,
Local 813 ("Union"): 

RECITALS

1. The undersigned Employee is currently employed by the Employer and a member of the bargaining unit represented by Local 813, AFSCME Council 31.

2. The Employer currently and for more than thirty (30) years has provided retiree health insurance benefits.

3. The City and the Union have agreed to a phase out of the retiree health insurance benefit described in Article 12(D) in the Collective Bargaining Agreement between the City of DeKalb and the DeKalb Municipal Employees Union Local 813 and AFSCME Council 31 effective January 1, 2011 through December 31, 2013 ("the Collective Bargaining Agreement").

4. The Employer shall continue such retiree health insurance benefits as more specifically described in the applicable subsections of Article 12(D) of the Collective Bargaining Agreement for all AFSCME bargaining unit members hired on or before December 31, 2011.

THEREFORE, IT IS AGREED:

1. The City, Employee and AFSCME agree and acknowledge that Employee falls within the following category of Employees or retirees, and is eligible for benefits as more fully described in the Collective Bargaining Agreement: (Please circle the applicable letter A-D, below).

   A. Employees who provide notice of their intent to retire not later than April 1, 2012 and work their last day with the City on or before April 17, 2012, after having accrued 20 or more years of continuing, creditable service to the City shall receive benefits as outlined in Article 12(D)(2) and 12(D)(7) of the Collective Bargaining Agreement (subject to the remainder of terms of the Collective Bargaining Agreement).

   B. Employees hired prior to January 1, 1991 who have attained 20 or more years of continuing, creditable service with the City and who do not retire in accordance with Article 12(D)(2) of the Collective Bargaining Agreement shall receive benefits as
outlined in Article 12(D)(3) and 12(D)(7) of the Collective Bargaining Agreement (subject to the remainder of terms of the Collective Bargaining Agreement).

C. Employees hired after January 1, 1991 and on or before December 31, 2011, shall receive benefits as outlined in Article 12(D)(4) of the Collective Bargaining Agreement (subject to the remainder of terms of the Collective Bargaining Agreement).

2. Any disputes as to the City's fulfillment of these terms may be enforced, at the employee's option, by a grievance under the provisions of the grievance procedure as contained in the Collective Bargaining Agreement, or in Circuit Court.

EXECUTED day and year first above written.

CITY OF DEKALB

[Signatures]

MAYOR, Kris Povlsen

EMPLOYEE

CITY CLERK, Diane Wright

AFSCME Council 31