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## VOLUNTARY RETIREMENT INCENTIVE PROGRAM WAIVER, RELEASE, AND RESIGNATION

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April 10, 2020

**VIA MAIL OR ELECTRONIC DELIVERY**

Dear Eligible Employee:

**Re: Agreement Regarding Your 2020 Voluntary Retirement Incentive & Release of Claims**

Pursuant to the 2020 Voluntary Retirement Incentive Program (“VRIP”) being implemented by Onondaga County, this document outlines the terms applicable to your voluntary separation. The offer contained in this document will constitute a binding Agreement relating to your voluntary separation if you accept this offer as set forth below. However, for this offer to be valid and binding you must actually meet all of the eligibility criteria required for participation. If you receive this offer in error and actually do not meet the eligibility criteria for program participation, then the offer shall be considered null and void and unenforceable, even if accepted, however, the County, in its sole discretion, may allow such agreements to be enforceable.

For purposes of the numbered paragraphs below, you are referred to as “Employee,” which includes you, your legal representatives, heirs, executors, administrators, successors, and assigns. The term “County” includes all of its elected officials, officers, employees, board members, attorneys, agents, affiliates, as well as their respective predecessors, successors, heirs, assigns, subsidiaries, divisions, and all other related individuals and entities.

You should thoroughly review and understand the terms and effect of this proposed Agreement, including the “Release and Waiver of All Claims” in paragraph “3”. As explained below, you have the right to consider this proposed Agreement, including the “Summary Information for Voluntary Retirement Incentive Program” found at the end of this document, for forty-five (45) calendar days before signing it.

The terms and conditions of this Agreement are as follows:

**1. Last Day of Employment and Retirement Date.** By signing this Agreement you have made a voluntary decision to participate in the VRIP on the terms outlined in this Agreement. As such, you will provide your irrevocable notice of separation from the County on or before May 29, 2020. Individuals choosing to participate in the VRIP are required to leave the County's workforce no later than the following "respective separation date":

- any otherwise eligible individual who reaches 55 years of age and 5 years of service on or before June 30, 2020 must leave the County's workforce no later than June 30, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from July 1, 2020 through July 31, 2020 must leave the County's workforce no later than July 31, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from August 1, 2020 through August 31, 2020 must leave the County's workforce no later than August 31, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from September 1, 2020 through September 30, 2020 must leave the County's workforce no later than September 30, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from October 1, 2020 through October 31, 2020 must leave the County's workforce no later than October 31, 2020;

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from November 1, 2020 through November 30, 2020 must leave the County's workforce no later than November 30, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from December 1, 2020 through December 31, 2020 must leave the County's workforce no later than December 31, 2020.

- any individual who reaches a "NYS Retirement System Milestone" (defined below) on or before December 31, 2020 must leave the County's workforce no later than the end of the month in which the individual reaches that Milestone. For purposes of illustration, an otherwise eligible individual who reaches 55 years of age and 5 years of service on September 2, 2020, but reaches a NYS Retirement System Milestone on November 5, 2020, must leave the County's workforce no later than November 30, 2020. A NYS Retirement System Milestone means the individual reaches 20 years of service (for 75i, A14, A15, and 552 plans), 25 years of service (for 89k plan), or 30 years of service (for 75i, A14, and A15 plans) with the NYS Retirement System, and provides verification of the Milestone in a form acceptable to the County.

May 29, 2020 is the last day to elect to participate in the VRIP, regardless of the individual's respective separation date. The VRIP ends December 31, 2020. As of your separation date, all compensation, benefits and insurance coverage, and any other employment benefits, will end except as expressly provided in this Agreement or required by law and/or collective bargaining agreements if applicable.

**2. Consideration.** In exchange for you signing this Agreement and voluntarily participating in the VRIP, and complying with the promises made in this Agreement, you will receive (1) a one-time payment in the amount of Five Thousand Dollars (\$5,000.00), to be paid in a lump sum as soon as practicable following your completion of all required paperwork and your actual separation from the County workforce; (2) the right to pay

only fifteen percent (15%) of the annual premium equivalent rate of the retiree health insurance benefit, with such benefit provided by the County for the life of the retiree and life of eligible survivors (except for those unions where the retiree contribution rate is included in the collective bargaining agreement); and (3) normal terminal leave (i.e. vacation leave, personal leave, and compensatory time) payouts consistent with the Collective Bargaining Agreement and County custom and practice. Payment shall be subject to required deductions, including without limitation state and federal taxes.

This payment will be in addition to those retirement benefits that you are entitled to by virtue of your Normal Retirement Benefit (as defined by the New York State Employees Retirement System “NYSERS”) resulting from your retirement from the County, if applicable.

You waive the 2020 VRIP lump sum payment of five thousand dollars (\$5,000.00) if you elect a retirement incentive pursuant to the New York State retirement system.

3. **Release and Waiver of All Claims.**

a. In exchange for the terms and payments listed above in paragraph 2, you knowingly and voluntarily release and forever discharge the County from any and all claims, charges, causes of action, allegations, demands, actions, debts, covenants, contracts, grievances, arbitrations, liabilities, or damages of any kind, type or nature whatsoever including, but not limited to, claims, charges, causes of action, allegations, demands, actions, debts, covenants, contracts, liabilities, or damages arising from or out of your employment with the County, or the end of your employment with the County, whether known or unknown, which you have or may have against the County at any time prior to the date that you sign this Agreement, including but not limited to claims pursuant to:

- i. the Americans with Disabilities Act (“ADA”), which prohibits retaliation and discrimination on the basis of disability;
- ii. the Age Discrimination in Employment Act (“ADEA”), which prohibits retaliation and discrimination in employment on the basis of age;
- iii. Title VII of the Civil Rights Act of 1964, as amended, which prohibits retaliation and discrimination in employment based on race, color, national origin, religion or sex;
- iv. the Older Worker's Benefit Protection Act (“OWBPA”);
- v. the Family and Medical Leave Act (“FMLA”);
- vi. the Equal Pay Act;
- vii. New York State Executive Law, also known as the New York State Human Rights Law;
- viii. any other federal, state or local law or regulation prohibiting employment discrimination and/or employment retaliation; as well as
- ix. claims for wrongful discharge, whether based on claimed violations of statute or based on claims in contract or tort, common law or equity;
- x. claims for breach of contract;
- xi. claims for failure to pay wages due or other moneys owed;
- xii. claims of fraud, misrepresentation, defamation, commercial or trade defamation, libel, slander, invasion of privacy, interference with prospective economic advantage, or disparagement of any kind or nature;
- xiii. claims of negligence;
- xiv. claims of intentional or negligent infliction of emotional distress; and

- xv. claimed violations of any other federal, state, civil rights law, or any other alleged violation of any local, state or federal law, regulation or ordinance, and/or public policy, contract, or tort, or common law having any bearing whatsoever on your employment with, and the termination of your employment with, the County, including but not limited to, any allegations for costs, fees or other expenses, including attorneys' fees, which you ever had, now have, or may have as of the date of this release.
- b. You understand that you do not, by signing this Agreement, waive any rights or claims that may arise after the date this Agreement is executed.
- c. You agree that this release is intended to be as complete and inclusive as may be permitted under law with respect to claims arising from your employment with, and the termination of your employment with, the County.
- d. You understand that nothing in this Agreement shall be construed to prohibit or prevent you from filing, assisting in or participating in any Equal Employment Opportunity Commission ("EEOC") proceeding or investigation and/or from communicating with any state or federal agency, including the EEOC, but only to the extent that such right is protected by law. Notwithstanding the foregoing you acknowledge that you shall not be entitled to any legal or equitable relief therefrom.
- e. You understand and agree that you have not filed any lawsuits or commenced any actions that relate in any way to the VRIP and to this Waiver and General Release, and, to the greatest extent permitted by law, agree not to do so in the future. To the extent that a related action may be brought by a third-party, you agree to waive claim to any form of damages, whether monetary or otherwise, or to partake in any other recovery or relief in connection with such action. If you violate the provisions of this paragraph, you understand that the County may seek remedies available at law or equity, and you agree to repay to the County the incentive paid under the Program, together with such other relief as may be afforded the County.

4. No Obligation Outside this Agreement. You agree that, but for this Agreement, the County is not otherwise obligated to provide you with the lump sum payment referenced above in paragraph "2."

5. 45-Day Consideration Period. You have at least forty-five (45) calendar days from this date to consider the terms of this Agreement.

6. 7-Day Revocation Period. Should you sign this Agreement, you will have seven (7) calendar days in which to revoke this signature. This Agreement will only become effective and enforceable after expiration of this revocation period.

7. Effective Date. Unless and until your signature is obtained on this Agreement, and unless and until the revocation period in paragraph "6" expires, the County is under no obligation to provide you with the benefits contained in this Agreement.

8. **Advice of Counsel.** You are advised to consult with and seek the assistance of an attorney in reviewing the terms of this Agreement. You agree that you have been advised, in writing, to seek legal advice before you sign this Agreement.

9. **No Other Compensation Due and No Future Employment.** By signing this Agreement, you acknowledge and agree that other than the payments set forth in paragraph “2” above, you are owed no compensation, bonuses, commission, costs or fees of any kind or nature by the County. Employee also acknowledges that he/she is prohibited from seeking regular, full-time employment with the County after accepting the incentive payment and hereby affirmatively agrees that he/she will not, in the future, apply for a position with the County and also waives any right to re-employment or reinstatement. Accordingly, Employee’s signature below constitutes a permanent waiver of an offer during a canvassing. This means that if Employee’s name appears on a Civil Service list for any position for which the County is hiring, the County may skip Employee’s name on any applicable canvas/solicitation and/or the County may continue on to solicit other individuals identified on the list who have not waived offers of employment.

10. **Summary Information Attached.** You acknowledge that the “Summary Information for Voluntary Retirement Incentive Program” is attached to this Agreement after the signature page, and you have carefully reviewed this information before signing this Agreement.

11. **No Outside or Prior Promises.** You expressly acknowledge and agree that the terms and provisions of this Agreement are the only consideration for signing this Agreement; that no other promise or agreement of any kind has been made to or with any person or entity whatsoever to cause you to sign this Agreement; and that, in executing this Agreement, you do not rely and have not relied on any representation or statement made by the County or any of its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties on the subject matters contained herein. There are no other agreements or understandings, oral or written, between the parties that have not been included in this Agreement that the parties intend to survive this Agreement. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this Agreement, which shall be fully severable, and given full force and effect.

13. **Date of Signature by You.** This Agreement is not valid or enforceable unless it is signed by you in the presence of a notary public on or before May 29, 2020. If this Agreement is not signed by you in the presence of a notary public on or before May 29, 2020, the offers in this Agreement shall be automatically withdrawn and there will be no agreement. This means that **this Agreement will not be valid unless you sign it on or before May 29, 2020 and you return the signed and notarized Agreement to the Commissioner of Personnel for Onondaga County, in the Department of Personnel at John H. Mulroy Civic Center, 421 Montgomery Street, 13th Floor Syracuse, New York 13202 on or before 5:00 PM.**

**The following two pages constitute the WAIVER, RELEASE, and RESIGNATION form and are to be returned to the Commissioner of Personnel on or before May 29, 2020 should you elect to participate in the Voluntary Retirement Incentive Program.**

If the terms and conditions set forth herein are agreeable to you, please indicate your acceptance of the above in the space provided below and have your signature notarized.

**My retirement date will be \_\_\_\_\_.**  
[This blank is to be filled in by the Employee before providing this form to the Personnel Department. If it is not filled in, the retirement date will be June 30, 2020, July 31, 2020, September 30, 2020, October 31, 2020, November 30, 2020 or December 31, 2020 depending upon the date eligibility is attained.]

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**I hereby agree and acknowledge that I understand the terms and conditions set forth in this Agreement, that I have been advised to seek the advice of legal counsel in connection with my consideration of this Agreement, and that I voluntarily enter into this Agreement for the purpose of obtaining the benefits contained herein and providing the release of claims set forth above.**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

STATE OF NEW YORK    )  
                                  ) ss.:  
  
COUNTY OF ONONDAGA )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2020, before me personally appeared

\_\_\_\_\_ (Participating Individual), personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that such individual executed the same in such individual's capacity, and that by such individual's signature on the instrument, the individual executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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## SUMMARY INFORMATION FOR VOLUNTARY RETIREMENT INCENTIVE PROGRAM

In connection with this Voluntary Retirement Incentive Program, the following information is provided consistent with the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act.

The “Decisional Unit” for purposes of the reduction in force (meaning the group of employees considered for the reduction in force) is all employees of the County, excluding elected officials, employed by the County in a regular, line-item budget position on February 9, 2020 who meet the eligibility factors listed in (1) – (4) below. All other County employees, temporary employees, agency employees, non-employees and contractors are not part of the Decisional Unit. All County employees in this Decisional Unit who meet the eligibility factors listed below are considered eligible for this Program. All eligible employees who voluntarily elect to participate in the Program will be selected for this program. Eligible employees who decide to participate in this voluntary program must finalize that decision by executing this Agreement on or before May 29, 2020 and returning the signed and notarized Agreement to the Commissioner of Personnel for Onondaga County on or before 5:00 PM on May 29, 2020.

The eligibility factors for this Program require that an individual must:

(1) be employed by the County in a full-time regular line item budget position (excludes 103 positions) on February 9, 2020;

(2) be at least 55 years old and have at least 5 years of service with the County on the date of separation;

(3) voluntarily elect to participate in the VRIP no later than May 29, 2020 by irrevocably tendering resignation from employment within the County’s workforce using an executed form provided by the County Department of Personnel; and

(4) actually separate from the County’s workforce between February 10, 2020 and not later than the close of business on the respective separation date, defined as:

- any otherwise eligible individual who reaches 55 years of age and 5 years of service on or before June 30, 2020 must leave the County’s workforce no later than June 30, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from July 1, 2020 through July 31, 2020 must leave the County’s workforce no later than July 31, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from August 1, 2020 through August 31, 2020 must leave the County’s workforce no later than August 31, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from September 1, 2020 through September 30, 2020 must leave the County’s workforce no later than September 30, 2020; and

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from October 1, 2020 through October 31, 2020 must leave the County’s workforce no later than October 31, 2020;

- any otherwise eligible individual who reaches 55 years of age and 5 years of service from November 1, 2020 through November 30, 2020 must leave the County’s workforce no later than November 30, 2020; and



- any otherwise eligible individual who reaches 55 years of age and 5 years of service from December 1, 2020 through December 31, 2020 must leave the County's workforce no later than December 31, 2020.

- any individual who reaches a "NYS Retirement System Milestone" (defined below) on or before December 31, 2020 must leave the County's workforce no later than the end of the month in which the individual reaches that Milestone. For purposes of illustration, an otherwise eligible individual who reaches 55 years of age and 5 years of service on September 2, 2020, but reaches a NYS Retirement System Milestone on November 5, 2020, must leave the County's workforce no later than November 30, 2020. A NYS Retirement System Milestone means the individual reaches 20 years of service (for 75i, A14, A15, and 552 plans), 25 years of service (for 89k plan), or 30 years of service (for 75i, A14, and A15 plans) with the NYS Retirement System, and provides verification of the Milestone in a form acceptable to the County.

For ALL eligible individuals, May 29, 2020 is the last day to elect to participate in the VRIP, regardless of the individual's respective separation date. The VRIP ends December 31, 2020

The Decisional Units Document lists by age and job title: (1) persons in the Decisional Unit who **are eligible** to participate in the Program and (2) the persons who **are not eligible** to participate in the Program. The County is required by law to provide the Decisional Units Document which may be viewed at:  
[http://www.ongov.net/employment/document\\_center/Docs/Archive/v9Ho9Qg.pdf](http://www.ongov.net/employment/document_center/Docs/Archive/v9Ho9Qg.pdf)

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