

Election Form and General Release for the 2020 Dutchess County Voluntary Separation Incentive Program

Applicable Bargaining Unit (Check one):

CSEA PBA DCSEA DSA Management/Confidential

Employee Name: _____

Job Title: _____

Department: _____

Full Time/Part Time: _____

Phone Number: _____

Personal E-mail Address: _____

I. Election to Participate:

The Voluntary Separation Incentive Program (the “Program”) is a voluntary program that Dutchess County employees may elect to participate in. The Program is offered due to the severe impacts of the COVID-19 pandemic and its subsequent effect on the economy and Dutchess County finances. The Program is an incentive to those eligible employees to resign or retire in accordance with the terms set forth both herein and as dictated by the Memorandum of Agreement entered into between the County of Dutchess and with the bargaining unit noted above (CSEA, DCSEA, PBA, or DSA), or which has been memorialized in a Temporary Amendment to the Non-Union Benefit Plan, and contains adequate consideration offered for the waiver and release also set forth herein.

By electing to participate in the Program, I acknowledge and understand the terms set forth herein, have asked, and had answered any questions I may have, and do so voluntarily and without duress or undue influence.

I hereby irrevocably elect to both participate in the Program of Dutchess County (the “County”) and to be subject to its terms and conditions.

I voluntarily and irrevocably simultaneously resign my employment from the County and (if applicable) retire in accordance with the applicable New York State and Local Employees’ Retirement System (the “System”) plan that I am a member of effective as of the date this Election Form and Release states. I acknowledge and understand that the implementation of my retirement benefits will be in accordance with the laws, rules and regulations of the System to which I am a member and that the County is only providing an incentive for me to retire.

This Program is subject to approval by the Dutchess County Legislature.

II. Eligibility Requirements of the Program:

In order to be eligible for the Program, I acknowledge, declare, and understand all of the following:

- (1) As of the date of the execution of this Election Form and General Release, I am a full time employee of the County or have indicated my part time status.
- (2) (If selecting Option 1 or 2) As of the date of the execution of this Election Form and General Release, I am vested and eligible for retirement with the System for which I am a member and the County has determined in its sole discretion whether the job title I occupy is an appropriate title to be vacant at the current time.
- (3) That the County's determination of approval for inclusion in this Program is on a title-by-title basis.
- (4) That this Program is non-precedent setting and I must irrevocably elect this Program on or before July 31, 2020. I acknowledge and understand that by election I must resign/retire on a date certain prior to October 31, 2020, or if approved at the sole discretion of the County Executive, at a date before December 31, 2020. .
- (5) I irrevocably resign/retire* from employment on ___ / ___ / 2020 [Insert date you will resign/retire]. (***NOTE: this is the first date of your retirement and the day after your last day worked.**)

III. The Program Incentive:

As consideration for electing to retire/resign in accordance with this Program, which I would not have otherwise been entitled to if not for this Program, the County is providing me with one of the following benefits, which I hereby elect:

- | | | |
|--------------------------|--|---|
| <input type="checkbox"/> | Option 1:
(For Retirement) | +10% County contribution on retiree Health Insurance; and 100% County covered Vision & Dental for 10 Years from date of retirement. |
| <input type="checkbox"/> | Option 2:
(For Retirement): | +10% County contribution on retiree Health Insurance; and \$10,000 separation payment. |
| <input type="checkbox"/> | Option 3:
(For Retirement or Separation) | \$20,000 separation payment. |

IV. Release and Waiver:

For the good and valuable consideration set forth above, the receipt and sufficiency of which is acknowledged, and in consideration of the terms and conditions set forth herein, and with the intent of binding myself and my successors, heirs and assigns, I hereby fully and forever release, waive and discharge the County and its elected officers, employees, agents, assigns and attorneys, from any and all claims, demands, actions, causes of action, judgments and liabilities of any kind or nature whatsoever in law, equity or otherwise, whether known or unknown, suspected or unsuspected, which have existed or may have existed or which do exist, including, but not limited to, all those which may be based in whole or in part on, or may arise from or are or may be related to my employment with the County or retirement thereof, from the beginning of time to the date of execution of this Election, including but not limited to the following: any

claim of discrimination on the basis of age in violation of local, state or federal law, including the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, *et. seq* (“ADEA”) and the Older Worker’s Benefits Protection Act (“OWBPA”), any claim for discrimination on the basis of a protected class set forth in any local, state or federal law, including but not limited to Title VII of the Civil Rights Act of 1964, as amended and the Americans with Disabilities Act, as amended.

V. Acknowledgements and Recitals:

- (1) ADEA Release acknowledgement: I acknowledge and agree that I specifically intend, without duress, fraud or any other undue or improper influence to release any and all claims relative to the ADEA or any local or state laws prohibiting age discrimination.
- (2) The release and waiver is written in a manner that I understand it and that I have had any and all questions answered.
- (3) I do not release or waive any rights or claims arising after execution of this document.
- (4) I received consideration that is more valuable than that to which I was already entitled.
- (5) The County advised me to consult with an attorney prior to executing this document.
- (6) I have received a period of at least twenty-one (21) days to consider this document and the release and waiver of any claims for violation of the ADEA.
- (7) I may revoke this document within seven (7) days after execution and the ADEA release and my consideration will not become effective or enforceable until the eighth (8) day following execution. The revocation must be in writing and delivered to the Dutchess County Personnel Officer. It must be received no later than the close of business on the seventh (7) day after execution.
- (8) In the event I revoke this document with regard to the ADEA, this document and the consideration therein becomes null and void.
- (9) I understand that nothing precludes me from filing or participating in the investigation of an Equal Employment Opportunity Commission (“EEOC”) charge or investigation of a charge alleging ADEA violations.
- (10) I execute this document voluntarily without coercion.
- (11) Effective Date of Resignation/Retirement: I irrevocably resign/retire from employment with the County as set forth above in Paragraph II(6).
- (12) I represent and warrant that the County has made no other statement or representation except as set forth herein and they I do not rely upon any other statement or representation. I am not entitled to any other benefit than that which is provided by County policy, my applicable collective bargaining agreement or by law.
- (13) Assumption of Risk: I understand and agree that if any of the facts concerning the claims referred to in this document should be found in the future to be different or other than the facts now believed to be true, I expressly accept and assume the risk of such possible factual difference and agree that this election will remain in effect notwithstanding the differences.
- (14) Entire Promises and Consideration: I understand and agree that this document constitutes the entire promises and consideration by the County concerning the Program and that I have carefully read the entire foregoing and know the contents thereof and execute this of my own free will.
- (15) Choice of Law: this document is subject to and governed by the laws of the State of

New York. Any dispute herein shall be brought before the courts of the State of New York in Dutchess County or the Northern District of New York, Federal District Court.

- (16) Severability: Except as expressly provided to the contrary herein, each paragraph, term and provision of this document, and any portion thereof, shall be considered severable and if, for any reason, any such provision is held to be invalid, such other portions of this document as may remain otherwise valid, shall continue to be given full force and effect.
- (17) Signatures: any facsimile or .pdf signature on this document shall be deemed to be an original signature for all purposes and shall fully bind the parties thereto.

Employee Signature: _____ Date: _____

Employee Name (Printed): _____

To be completed by Department Head:

Position Number: _____

Employee Number: _____

Approved Denied

Department Head Comments:

Department Head Signature: _____ Date: _____

To be completed by Department of Human Resources/County Executive's Office:

Position Number: _____

Employee Number: _____

Approved Denied

Human Resources/County Executive's Office Signature: _____

Date: _____

Copy of processed form to be returned to employee by the Department of Human Resources.