

NASSAU COUNTY 2017 VOLUNTARY SEPARATION INCENTIVE PROGRAM

1. **Voluntary Participation.** Participation in the Program is voluntary. If you are eligible and choose not to participate in the Program, your decision not to participate will not affect your employment status or benefits in any way.
2. **Eligibility:** You are eligible for the Program if you are a Full Time Nassau County employee represented by CSEA with a minimum of ten years (10) of employment.
3. **Separation Incentive Window:** You have until September 15, 2017 to decide whether to participate in the Program.
4. **Resignation Letter:** If you are eligible for the Program and choose to participate, you must submit a signed irrevocable letter of resignation from County employment to the Nassau County Office of Human Resources, One West Street, Room 100, Mineola New York by no later than September 15, 2017. See, ATTACHMENT A.
5. **County Resignation Date:** If you are eligible for the Program and choose to participate, the effective date of your Nassau County Resignation shall be no later than the close of business on September 15, 2017.
6. **Waiver and General Release:** If you are eligible for the Program and choose to participate, you must sign a Waiver and General Release on your County Resignation Date, in front of a Notary Public, and deliver it to the Nassau County Office of Human Resources One West Street, Room 100, Mineola New York by no later than September 15, 2017 on your County Resignation Date. See ATTACHMENT B.
7. **Benefit.** Eligible employees who opt-in on or before September 15, 2017 and who submit an irrevocable letter of resignation from County Employment and who resign on or before the County Resignation Date and who submit a valid Waiver and General Release that has not been revoked within seven days of its execution will receive the following incentive bonus offerings:
 - i. A lump sum incentive payment equal to \$1000 per year for each year of completed service as of the County Resignation Date (e.g. an employee with 20 years of completed service reflected in County records would receive a one-time lump sum incentive payment of \$20,000). The definition of "years of completed service" shall be consistent with "years of actual completed service" as set forth in Section 2-15 of the Collective Bargaining Agreement. Nassau County shall make all reasonable and best efforts to make this incentive payment to each departing employee within sixty (60) business days of his/her County Resignation Date; and
 - ii. Notwithstanding any Collective Bargaining Agreement provision or past practice to the contrary, any Termination Pay to which the employee is

otherwise entitled pursuant to the Nassau-CSEA Collective Bargaining Agreement, in one lump sum payment, within ninety (90) business days of his/her last day of County service; or at the employee's option in three installments. This payment shall be based upon CBA Section 44-10.1(a)-(c), except that it shall not be based upon the Early Retirement Incentive Program formulas set forth in the second paragraph of CBA Section 44-10.1(c).

iii. Payout of all accrued vacation leave inclusive of that which is contained in said employee's catastrophic vacation bank and all bonus vacation days on a prorated basis. This includes any vacation or other accrued time which has not yet been transferred to employee's catastrophic vacation bank.

8. Cancellation of Program. The Program shall be cancelled:

- i. If the Nassau County Legislature fails to authorize this Agreement, this Agreement shall be cancelled and its terms shall be null and void.
- ii. If the Nassau Interim Finance Authority fails to authorize this Agreement, this Agreement shall be cancelled and its terms shall be null and void.

If this Program is cancelled, any resignation letters, any waivers/general release agreements, or any other documents relating to and/or received pursuant to this Program shall be null and void.

9. Return to County Employment. An employee, who is eligible and chooses to participate in the Program, shall not be permitted to return to County employment within eighteen (18) months from the employee's County Resignation Date, unless otherwise mutually agreed to by the County and CSEA.

**HOW TO PARTICIPATE IN THE NASSAU COUNTY 2017 VOLUNTARY
SEPARATION INCENTIVE PROGRAM**

1. Check that you meet the eligibility requirements as set forth in Paragraph 2 (Eligibility) of the Voluntary Separation Incentive Program. If you are not eligible then you will not receive the Benefits of the Program
2. Read all the documents in this packet carefully. It contains information regarding your separation of service with Nassau County, the Benefits you may receive and an Agreement to waive all rights and release all claims against Nassau County.
3. Prior to making a final decision, you are strongly encouraged to speak with your retirement system (where applicable), your union representative and/or an attorney, if you so choose.
4. Deliver **ATTACHMENT A** (Irrevocable Letter of Resignation from County Employment for Separation Purposes), in person, to the Nassau County Office of Human Resources, at One West Street, Room 100, Mineola, New York, by the close of business on September 15, 2017.
5. On your County Resignation Date, deliver a signed and notarized **ATTACHMENT B** (Waiver and General Release of Claims), in person, to the Nassau County Office of Human Resources, at One West Street, Room 100, Mineola, New York.

ATTACHMENT A

ATTACHMENT A
(CSEA)

**IRREVOCABLE LETTER OF RESIGNATION FROM COUNTY EMPLOYMENT
FOR SEPARATION PURPOSES**

Melissa Gallucci
Director
Nassau County Office of Human Resources
One West Street
Mineola, New York 11501

Dear Ms. Gallucci:

Pursuant to the terms and conditions of the 2017 VOLUNTARY SEPARATION INCENTIVE PROGRAM ("2017 VSIP") offered by the County of Nassau, please accept this letter as an irrevocable letter of resignation for separation purposes. My resignation from Nassau County shall be effective upon close of business:

_____, 2017 (between August 9, 2017 and September 15, 2017, c.o.b.).
(insert Nassau County Resignation date)

I understand that my resignation is irrevocable, unless notice of revocation is received by you at the above address within seven (7) calendar days of today.

I further understand that, should the 2017 VSIP not become activated or should the 2017 VSIP be cancelled for any reason, then this letter shall be null and void. Thereafter, should I desire to do so, I may still resign by submitting a letter of resignation but understand that I will not receive any benefits pursuant to the Incentive. I will, however, receive any benefits to which I may be entitled pursuant to the Nassau-CSEA Collective Bargaining Agreement.

In addition, as required by the terms of the 2017 VSIP, I will submit my signed Waiver and General Release of Claims to the Office of Human Resources on the Nassau County Resignation Date listed above.

Sincerely,

Signature

TODAY'S DATE: _____, 2017

Print Name

Termination Payout Selection (Check and Initial One Only)

I would like my Termination pay under CBA Section 44-10 to be paid in one lump sum within ninety (90) days of my Nassau County Resignation date. I realize that I will not receive any future contractual raises on this payment.

I would like my Termination pay under CBA Section 44-10 to be paid out as set forth in CBA Section 44-10.1(d) (e.g., 3 yearly installments).

ATTACHMENT B
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WAIVER AND GENERAL RELEASE AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF ALL CLAIMS AND A WAIVER OF ALL RIGHTS TO MAKE A CLAIM AGAINST THE COUNTY OF NASSAU AND CSEA THAT YOU HAVE BEEN DISCRIMINATED AGAINST BECAUSE OF YOUR AGE OR FOR ANY OTHER REASON, AS WELL AS ANY CLAIM OF RETALIATION.

IF YOU DECIDE TO PARTICIPATE IN THE 2017 VOLUNTARY SEPARATION INCENTIVE PROGRAM, PLEASE SIGN AND SUBMIT THIS AGREEMENT TO HUMAN RESOURCES ON YOUR NASSAU COUNTY RESIGNATION DATE.

IF YOU DO SIGN THIS AGREEMENT, YOU HAVE SEVEN (7) DAYS TO CHANGE YOUR MIND AND TERMINATE THIS AGREEMENT, THEREBY RELEASING ALL PARTIES OF ANY OBLIGATIONS SET FORTH IN THIS AGREEMENT.

YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

WHEREAS, NASSAU COUNTY ("Employer") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO by NASSAU LOCAL 830 ("CSEA"), entered into an Agreement dated August 9, 2017, (the "August 9th Agreement") which, *inter alia*, includes a Voluntary Separation Incentive Program (the "Incentive"), all of the terms and conditions of which are expressly incorporated in this Agreement as though fully and completely set forth in the Agreement; and

WHEREAS, pursuant to the terms and conditions of the Incentive, Employee represents that he or she meets the terms and conditions of the Incentive and has submitted an irrevocable letter of resignation in accordance with the terms and time frames set forth in the Incentive; and

WHEREAS, as a condition of the Employer entering into the Incentive, and Employee being deemed an Eligible Employee pursuant to the Incentive, Employee has agreed to execute this Agreement.

NOW, THEREFORE, based upon these mutual premises and agreement, the Employee agrees as follows:

- 1. Assuming the terms and conditions of the Incentive are met, and Employee signs this Agreement and complies with the various terms and conditions, Employee will receive benefits pursuant to the Incentive that are greater than those to which Employee would otherwise be entitled, including that Employee will receive \$1000.00 per year of service upon separation pursuant to the terms of the Incentive. This Paragraph is to be construed consistent with all the terms of the Memorandum of Agreement and Understanding.**
- 2. Employee understands that the Incentive will only become effective if the conditions set forth in the Incentive occur. Should the Incentive not become effective, this Agreement will**

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not become effective even if Employee signs this Agreement and eight (8) days have passed following Employee's complete execution of this Agreement.

3. In exchange for the increased benefits as set forth in Paragraph 3 of this Agreement and in Paragraph 3 of the Incentive, Employee, for himself or herself, and his or her successors, administrators, executors and assigns, hereby waives and releases the Employer and the CSEA, whether in its or their individual or official capacities, and all persons, acting by, through, under or in concert with any of them (collectively "Releasees") from any and all claims, charges, complaints or damages related to his or her employment, including attorneys' fees (collectively and individually "Assertions"), in any court, administrative agency or other forum, including a grievance brought pursuant to the CBA, that Employee has or may have against the Releasees at the time of the execution of this Agreement except for any such Assertion, which was pending in any court, administrative agency or other forum as of August 9, 2017.

This release includes such Assertions not commenced on or before the date of the execution of this Agreement, whether or not known at the time of the making of this Agreement, that may be deemed to have arisen under or may be deemed to exist pursuant to this or any other agreement, the Incentive, the CBA, and/or any federal, state or local law or ordinance, constitution or any rules, regulations or procedures promulgated thereunder. These agreements and laws include, but are not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 1981 of Title 42 of the United States Code, the Family Medical Leave Act, the Pregnancy Discrimination Act, the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Rehabilitation Act of 1973, the Equal Pay Act, the New York State Human Rights Law, the New York State Civil Service, Retirement and Social Security and General Municipal Laws, the New York State Public Employees' Fair Employment Act, wrongful termination, as well as rights under any and all common law causes of action.

Further, except as provided above with respect to actions that have been commenced on or prior to the date of the execution of this Agreement, Employee shall, to the fullest extent permitted by law, upon the full execution of this Agreement, waive any and all Assertions Employee has or may have against the Releasees for wages or benefits of any kind except for those provided for in this Agreement and Employee affirmatively represents that as of the date of execution of this Agreement, (s)he has been paid all monies and benefits to which (s)he is entitled. This release is intended to be specific where applicable, as well as general and unconditional.

Notwithstanding any provision of this Agreement, the waiver and release of claims provided in this paragraph (3) shall *not apply* to workers' compensation claims.

4. In addition, in exchange for Employee's receipt of \$1000.00 payment for each year of service pursuant to the terms and conditions of the Incentive and as set forth in Paragraph 1 above, Employee, for himself or herself, and his or her successors, administrators, executors and assigns, hereby waives and releases the Releasees from any and all claims, charges, complaints or damages, including attorneys' fees, Employee has or may have against the

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Releasees at the time of the execution of this Agreement, pursuant to the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, from birth through and including the date of this Agreement, against each or any of the Releasees.

5. Employee represents and agrees that (s)he has not filed any lawsuits that relate in any way to this Agreement, the Incentive or the August 9th Agreement against the Releasees and, to the greatest extent permitted by law, Employee agrees not to do so in the future, with respect to any claim released by this Agreement, the Incentive, or the August 9th Agreement. In addition, in the event any such action may be brought by a third party, to the extent consistent with applicable law, Employee expressly waives any claim to any form of monetary or other damages, or any other form of recovery or relief in connection with any such action, or in connection with any such action. If Employee violates this Agreement by filing or bringing any claims or action contrary to this Paragraph, in addition to any other rights and remedies the Employer may have, Employee shall immediately reimburse the Employer for all amounts paid to Employee pursuant to this Agreement and to which Employee would not otherwise be eligible.
6. Employee certifies by his/her signature below that Employee has carefully reviewed all the terms of this Agreement and understands its full meaning and effect, including the release of claims. Employee acknowledges that (s)he has had sufficient time to obtain the benefit of, consultation with, and review of this Agreement by, counsel of independent choosing.
7. Employee acknowledges that his/her waiver and release of rights and claims as set forth in this Agreement is in exchange for valuable consideration that (s)he would not otherwise be entitled to receive.
8. This Agreement has not been made as a result of pressure or time constraints, and has been made freely and voluntarily by Employee. Employee acknowledges that no representations or promises have been made which are not specifically set forth in this Agreement. Employee affirmatively states that (s)he has not been required to participate in the Incentive, that (s)he could have continued in the Employer's employ and that (s)he has freely and voluntarily decided to resign from employment.
9. If Employee does not return this Agreement fully executed to the Director of Human Resources, Nassau County, One West Street, Mineola, New York 11501 on his or her County Resignation Date, any offer implied by this Agreement is withdrawn in its entirety at that time. Employee further understands that (s)he has seven (7) days after execution of this Agreement within which to provide the Employer with written notice of revocation of this Agreement. If written notice of revocation is not received by the Director of Human Resources at the address set forth above by the close of business on the seventh day following Employee's execution of this Agreement, the Employer agrees that, upon the expiration of the eighth day following the complete execution by Employee of this Agreement, and Employee's compliance with all of the Incentive's terms and conditions, provided that the Incentive is activated, Employee shall be deemed to be an Eligible Employee pursuant to the terms and conditions of the Incentive and this Agreement shall be

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final, binding and irrevocable. Employee acknowledges that the Employer encouraged Employee to seek advice from an attorney before agreeing to and signing this Agreement.

10. This Agreement is made and entered into in the State of New York and shall in all respects be interpreted, enforced and governed under the laws of New York State without regard to its conflicts of law principles, with venue of any action in Nassau County, New York. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties, even though one of the Parties, through counsel, may have prepared a provision whose meaning or interpretation is in dispute. If any provision of this Agreement is found to be unlawful, the remaining provisions shall remain fully enforceable.

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11. This Agreement constitutes the entire Waiver and Release Agreement, and supersedes any other agreements previously reached. This Agreement, including this provision, may be changed only in a writing signed by the Releasees and the Employee.

PLEASE READ AND CONSIDER THIS AGREEMENT CAREFULLY BEFORE EXECUTING. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

(Employee's Signature) Dated: _____, 2017

(Print Employee Name)

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2017 before me personally appeared _____, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument.

NOTARY PUBLIC