

APPENDIX C - TEMPORARY RETIREMENT BUYOUT PROGRAM

COUNTY OF LANCASTER, LANCASTER COUNTY, NEBRASKA
TEMPORARY RETIREMENT BUYOUT PROGRAM

2017 SEP 20 PM 3 02

APPLICATION AND AGREEMENT

(NOTE: THIS APPLICATION AND AGREEMENT MUST BE SUBMITTED TO THE OFFICE OF THE PERSONNEL DIRECTOR AFTER SEPTEMBER 1, 2016, BUT NO LATER THAN 12:00 A.M. (MIDNIGHT), AUGUST 30, 2018.)

This Temporary Retirement Buyout Program Application and Agreement is offered and made this 19th day of September, 2016, between the County of Lancaster, Nebraska ("County"), and Michael G. NOVACEK ("Eligible Employee"), whose address is 5701 STABLE LANE, in LINCOLN, Nebraska.

WHEREAS, the County and Lancaster County Deputy Sheriff's Association, Fraternal Order of Police, Lodge 29 ("F.O.P. 29") have established a Temporary Retirement Buyout Program ("Program") to the Collective Bargaining Agreement between the parties to be offered until August 30, 2018, for the purpose of encouraging eligible employees who are considering an early leave decision to accelerate their retirement plans; and

WHEREAS, the Eligible Employee is desirous of voluntarily participating in the Program sponsored by the County in the voluntary termination of the Eligible Employee's employment; and

WHEREAS, the Eligible Employee meets all the criteria for participation in the Program set forth in the Contract, Article 30, adopted by the County and F.O.P. 29; and

WHEREAS, the Eligible Employee acknowledges that the Eligible Employee has been given a minimum of forty-five (45) days to consider the ramifications of participation in the Program and acknowledges that the Eligible Employee's participation in the Program is voluntary and that the Eligible Employee was not coerced in any manner to participate in the Program sponsored by the County.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations set forth in this Application and Agreement, the Eligible Employee and the County do hereby agree as follows:

1. Eligible Employee Qualifications (check appropriate box):

- A. Age 55 and 10 years of service;
- B. Age 60; or
- C. Will meet the above eligibility qualifications prior to 12:00 a.m.

(midnight), August 30, 2018.

2. Resignation: The Eligible Employee, by signing this Application and Agreement, hereby voluntarily, unconditionally, and irrevocably resigns from the Eligible Employee's employment position, relinquishes the Eligible Employee's actual and existent

employment rights, if any, and resigns from all other relations with the County effective the 8 day of FEBRUARY, 2018, and further hereby waives any and all notice of action by the County to accept the resignation and to terminate the Eligible Employee's continuing employment with the County and waives any and all rights the Eligible Employee may have under Nebraska law, the Lancaster County Personnel Rules, the Lancaster County Sheriff's Office Merit System Rules, or other laws as they now exist or as they may be amended in the future relating to continued employment or rights of recall. The County by approving and signing this Application and Agreement, hereby unconditionally and irrevocably accepts the Eligible Employee's resignation ending all employment relations between the County and the Eligible Employee, effective on the 8 day of FEBRUARY, 2018. The Eligible Employee authorizes the County to approve and accept this Application and Agreement immediately upon its presentation to the County by the Eligible Employee.

3. Material Inducement/Early Retirement Benefits: As a material inducement to the Eligible Employee to enter into this Application and Agreement, the County agrees to contribute to Eligible Employee's Post Employment Health Plan (PEHP) premium account:

A. An amount equal to one hundred percent (100%) of the Eligible Employee's unused accumulated sick leave balance at the time of retirement.

B. The above consideration shall be in addition to that which the Eligible Employee otherwise is or may be entitled under any other provision of this contract, or federal, state or local law.

4. Consideration, Waiver, and Release of Claims: By entering into this Agreement, the Eligible Employee hereby releases, waives, acquits, and forever discharges: the County; all past, present, and future members of the Lancaster County Board of Commissioners in their official and individual capacities; any past, present, and future Lancaster County Sheriff in his official and individual capacities; any past, present, and future elected Lancaster County Official, any department head or director, and all other officers, agents, and employees of the County in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys fees or attorneys fees under 42 U.S.C. § 1988 or the like, which Eligible Employee may now have with respect to or arising out of or in relation to the Eligible Employee's employment with the County, including, but not limited to claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Worker's Benefit Protection Act (OWBPA), 29 U.S.C. §§ 621 - 634, the Nebraska Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, Neb. Rev. Stat. § 48-1001 et seq., Title IX, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Acts of 1866 and 1871, as amended from time to time, 42 U.S.C. § 1981 through and including 42 U.S.C. §1988, the Americans With Disabilities Act, §504 of the Rehabilitation Act, the Family Medical Leave Act of 1993; all claims and rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status, or national origin before the EEOC, NEOC, or any other state or federal agency or department, or any state or federal court; all claims under any state or federal constitution, law, rule, or regulation; all claims or rights relating to libel, slander, breach of confidentiality or privacy; and all claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the Eligible Employee's employment with the County or the Eligible Employee's resignation from such employment; provided, however, that this release and waiver does not apply to any rights which, by law, cannot be waived; to any claims which arise after the date

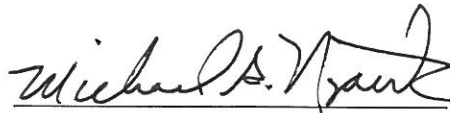
of the execution of this Application and Agreement; or to any claims for breach of this Application and Agreement. The Eligible Employee further covenants not to sue and hereby agrees not to institute any proceedings against the County or any other persons named herein in their official or individual capacities based on any matter relating to the Eligible Employee's employment with the County or the Eligible Employee's resignation.

The material inducement/early retirement benefits outlined herein are being provided to Eligible Employee in exchange for the above waiver, release, and covenant not to sue, and are in addition to that which Eligible Employee otherwise is or may be entitled to under the Collective Bargaining Agreement, or federal, state, or local law. The County and Eligible Employee acknowledge and agree that nothing in this Application and Agreement, including the waiver, release, and covenant not to sue contained herein, is intended or shall be construed to deprive Eligible Employee of any compensation or benefits, including retirement-related benefits, or any portion thereof, or rights or claims thereto, to which Eligible Employee is or may be entitled under the Collective Bargaining Agreement, or federal, state, or local law. The Eligible Employee acknowledges that the Eligible Employee has been advised by this Application and Agreement, in writing, to consult with an attorney before entering into the Program or signing this Application and Agreement.

5. Opportunity to Review. The Eligible Employee acknowledges that the County has given him a minimum of 45 days to consider this Application and Agreement; that he has had sufficient time to decide whether to execute this Application and Agreement, including the notice of resignation and any waiver, release of claims or covenant not to sue contained herein; that he has read this Application and Agreement and understands its terms and significance; and that he executes this Application and Agreement voluntarily and with full knowledge of its effect, having carefully read and considered all terms of the Agreement and, if he has chosen to consult with an attorney, having had all terms and their significance fully explained to him by his attorney.

6. Revocation and Cancellation of Agreement. Eligible Employee may revoke this Application and Agreement, including the notice of resignation and any waiver, release of claims or covenant not to sue contained herein, at any time within seven (7) days following the execution of the Application and Agreement. Eligible Employee understands that if he revokes this Application and Agreement, the Application and Agreement will be voided in its entirety, and he will not be entitled to any of the consideration provided for herein. Eligible Employee and County acknowledge that this Application and Agreement shall not become effective or enforceable until the seven-day revocation period described herein has expired.

7. Gender. As used in this Application and Agreement, the masculine, feminine, and neuter gender shall each be deemed to include the others whenever the context so dictates.

 Eligible Employee

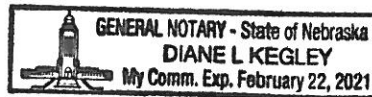
STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

On this 19th day of September, 2017, I, Michael G. Notarck,
being first duly sworn upon oath depose and state that I am the Eligible Employee identified
above and that I have read the foregoing Temporary Retirement Buyout Program
Application and Agreement, know the contents thereof, signed the same as my voluntary act
and deed and submit this Application and Agreement for acceptance by the County.

Michael G. Notarck
Eligible Employee

Subscribed and sworn to before me this 19th day of
September, 2017.

Diane L. Kegley
Notary Public



A C C E P T A N C E

Upon the action of the County on the _____ day of _____, 20____, approving and ratifying the foregoing Application and Agreement, and the acceptance of the resignation of the Eligible Employee identified above, the above Temporary Retirement Buyout Program Application and Agreement is hereby deemed to have been accepted and approved by the Eligible Employee and the County of Lancaster and shall be carried into effect by the County of Lancaster.

Dated this _____ day of _____, 20_____.

COUNTY OF LANCASTER,
NEBRASKA

By: _____

COUNTY COMMISSIONERS

By: _____
TERRY WAGNER
Lancaster County Sheriff

By: 

DOUG MCDANIEL
Personnel Director

APPROVED AS TO FORM THIS
_____ day of _____, 20_____

for JOE KELLY
Lancaster County Attorney

Office of the Sheriff Lancaster County

Terry T. Wagner
Sheriff

Todd Duncan
Chief Deputy

575 S. 10th Street, Lincoln, Nebraska 68508-2869
Phone (402) 441-6500 Fax (402) 441-8320



September 19, 2017

Deputy Sheriff Sergeant Michael Novacek 90263
Lancaster County Sheriff's Office
575 So. 10th street
Lincoln, NE 68508

Dear Mike,

I have received your letter of September 15, 2017, announcing your intention to retire from the Lancaster County Sheriff's Office, effective the 1st week of February, 2018. I understand your last physical day at work will be sometime in early January 2018, while the remainder of your time will be holiday and vacation leave. You will be able to take advantage of the Temporary Retirement Buyout program in the Deputy Sheriffs' 2016-2018 labor agreement with Lancaster County. Please review Appendix C of the Labor Agreement between the Lancaster County Deputy Sheriffs Association and Lancaster County Board of Commissioners.

Keep in contact my Administrative Aide, Tami Villar to coordinate your final benefits payout. We would be honored to host a reception to celebrate your retirement, if you desire. Please let Tami know if that is possible.

You have been a tremendous asset to this Office and to me personally. I appreciate the over 37 years you have served Lancaster County and its citizens. Your loyalty, dedication and work ethic has been an inspiration to the entire Office. I wish you all the best in your retirement.

Sincerely,

COPY

Terry T. Wagner
Lancaster County Sheriff

September 15, 2017

Terry T. Wagner
Lancaster County Sheriff
575 South 10th Street
Lincoln, NE 68508

Dear Sheriff Wagner,

I am writing to inform you I am planning on retiring from the Sheriff's Office, effective February 8, 2018. In accordance with the Labor Agreement between Lancaster County and the Lancaster County Deputy Sheriff's Association, Article 30, Temporary Retirement Buyout, I am requesting to participate in the Early Retirement Buyout program. I am eligible to participate with 36 years of service as a Deputy Sheriff, and a total of 37 years as a county employee. I will be 60 years of age in November.

Please forward my request to participate in the Early Retirement Buyout program to the Personnel Director at Human resources as specified in Section 3 of Article 30.

I have enjoyed working for Lancaster County for 37 years and know I will miss the relationships I have built with my fellow employees.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael G. Novacek". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sgt. Michael G. Novacek
Lancaster County Sheriff's Office