

RETIREMENT INCENTIVE PAY PROGRAM APPLICATION AND AGREEMENT

Los Angeles Fire Department, MOUs 22 and 23

Instructions: (1) provide information requested below; (2) check an option box and provide appropriate information; (3) sign, date, and return your complete application. **Please return all three pages:** page 1 requires information about you and contains options 1 - 3; page 2 contains options 4 -5; page 3 is a required release and waiver. Pages 2 and 3 require your signature and the date you sign.

Name: _____ Class and Pay Grade: _____

Employee ID Number: _____ Your Pension Tier: _____

Email Address: _____ Telephone: _____

Requested RIP Start Date: _____ MOU: (22 or 23): _____
(Beginning of a pay period. See payroll calendars on the RIP website.)

Check one option box (1 – 5) below.

OPTION 1

I entered DROP prior to July 4, 2021, AND I will exit DROP between July 4, 2021, and December 31, 2022.

I entered DROP on: _____

I will exit DROP on: _____

OPTION 1 provides a 4.5% RIP pay during **the last pay period of City employment.**

OPTION 2

I will enter DROP between July 4, 2021, and December 31, 2023, AND I will exit DROP on or after January 1, 2023.

I will enter DROP on: _____

OPTION 2 provides a 4.5% RIP pay for a maximum of 26 pay periods prior to **entering DROP**, or the time between the effective RIP date and December 31, 2022, whichever is less.

OPTION 3

I will retire from City employment without entering DROP through a SERVICE pension between July 4, 2021, and December 31, 2023.

I will retire from City employment on: _____

OPTION 3 provides a 4.5% RIP pay for a maximum of 26 pay periods prior to **retiring from City employment without entering DROP** through a **SERVICE pension**, or the time between the effective RIP date and December 31, 2022, whichever is less.

RIP Application and Agreement continued on next page.

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OPTION 4

I will retire from City employment without entering DROP through a DISABILITY pension between July 4, 2021, and December 31, 2022.

I filed or will file for a DISABILITY pension on: _____

OPTION 4 provides a 4.5% RIP pay for a maximum of 26 pay periods prior to **retiring from City employment without entering DROP** through a **DISABILITY pension**, or the time between the effective RIP date and December 31, 2022, whichever is less. LAFPP staff will work with an employee under this option to determine the appropriate RIP pay dates if and after the disability pension application is approved by the Board of LAFPP Commissioners.

OPTION 5

I will enter DROP AND exit DROP between July 4, 2021, and December 31, 2022.

I will enter DROP on: _____

I will exit DROP on: _____

OPTION 5 provides a 4.5% RIP pay for a maximum of 26 pay periods prior to **entering DROP**, or the time between the effective RIP date and December 31, 2022, whichever is less.

OPTION 5 also provides a 4.5% RIP pay during **the last pay period of City employment**.

I understand and acknowledge that, if I do not enter DROP, exit DROP, or retire within six months of the date(s) I have specified on this application, I must, ***immediately and upon demand***, repay to the City the value of the RIP pay, as calculated by the CAO. Repayment of RIP is not be subject to the grievance procedure, arbitration, or the Dispute Resolution Committee process.

Signature

Date

**Remember to submit pages 1, 2, and 3 of your
RIP Application and Agreement.**

RIP Application and Agreement continued on next page.

Return your completed, signed, and dated RIP Application and Agreement—Please retain a copy for your records.

<p><u>In person or by US Mail to:</u> Office of the CAO, Employee Relations Division 200 N Main Street, Suite 1200 Los Angeles, CA 90012 Attn: RIP Application</p>	<p><u>By Email to:</u> RIP.CAO@lacity.org Please type "RIP Application" in the subject line.</p>
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Visit <https://cao.lacity.org/RIP> for more information.

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CONSIDERATION PERIOD

I acknowledge I had an opportunity to consider participation in the RIP Program between April 15, 2021 (the date that MOU 23 which contained the RIP Program was amended) and the date of my RIP Application and Agreement, during which time I had the opportunity to seek personal, legal, and/or professional financial advice in evaluating all of my options. I am accepting the terms of the RIP Program and entering into this RIP Application and Agreement of my own free will and on my own volition, and no one acting on behalf of the City has pressured me in any way to accept or reject this Employee Agreement.

APPLICATION AND APPROVAL

By my signature below, I hereby apply for participation in the RIP. I fully understand that this RIP Application and Agreement becomes final and binding only upon specific approval by the CAO, consistent with the RIP Application and Agreement.

RECISSION PERIOD

I acknowledge and understand that I shall have seven business days from the date this RIP Application and Agreement is signed and submitted to rescind the RIP Application and Agreement by giving written notice to the CAO. My right to rescind within the rescission period is absolute and requires no explanation or justification on my part. Upon timely submission of written notice of my rescission, my employment status will continue as it was immediately at the time I signed this RIP Application and Agreement. If I do not submit a written rescission on or before the end of my rescission period, the CAO will process my RIP Application and Agreement and I will be bound by and subject to all of the terms and conditions as outlined in this RIP Application and Agreement.

RELEASE AND WAIVER

In consideration for the City's payment of compensation as set forth above, I freely, voluntarily, completely, and permanently release the City, its governing bodies, and all officials, employees, agents and any others acting for it (collectively "Releasees"), from any and all claims arising out of or related to my employment with the City which I now have, or which may hereafter accrue, and/or which may result from participation in the RIP and this Employee Agreement, including but not limited to claims of constructive discharge, all federal, state, local, administrative, civil service, collective bargaining, and other claims. I agree not to bring any grievance, arbitration, lawsuit, or other proceeding against the City and release all claims resulting in any way from the City's offering and my acceptance of the RIP and/or arising out of or related to my employment with the City, and hereby waive any right to bring those claims in any forum. I understand that any action by me in violation of this promise may result in a civil suit against me for breach of this Employee Agreement.

I realize there may be unknown facts or claims which, had they been known today, would or could affect my decision to sign this Employee Agreement. Unless waived, Civil Code Section 1542 protects such unknown claims for automatically being given up in a general release. It states:

"A general release does not extend to the claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her would have materially affected his or her settlement with the debtor or released party." (Amended by Stats. 2018, Ch. 157, Sec. 2. (SB 1431) Effective January 1, 2019)

I knowingly and voluntarily waive any and all rights under Civil Code Section 1542, stated above, and hereby release the City from any and all claims which would have been affected by that statute. This release and waiver extends to and is binding upon my heirs, executors, administrators, assigns, and my community estate.

By signing the RIP Application and Agreement, I also waive any claim or right I have to challenge this agreement or my retirement on age discrimination or other grounds under the Age Discrimination in Employment Act of 1967 (ADEA). I understand that I have been or are hereby advised to consult with an attorney of my own choosing before signing this release of ADEA claims. My rights or claims under the ADEA which arise after this RIP Application and Agreement is signed, are not waived.

Signature

Date