

**GENERAL RELEASE FOR PARTICIPATION IN  
VOLUNTARY SEPARATION INCENTIVE PROGRAM (VSIP)  
5 BUT LESS THAN 10 YEARS SERVICE**

I, \_\_\_\_\_, make this General Release (“Release”) for the benefit of the Massachusetts Bay Transportation Authority (“Authority”).

WHEREAS, I have elected to participate in a Voluntary Separation Incentive Program (“VSIP”) offered by the Authority;

WHEREAS, I have at least 5 but less than 10 years of service and I shall receive a one-time incentive payment of \$5,000, through a 401(a) tax qualified plan (administered by PARS), to separate my employment with the Authority by a date approved by the Authority;

NOW, THEREFORE, in consideration of the promises set forth in this Release, I agree:

**1. Employment.**

- a. I agree to resign from the Authority in accordance with the requirements of the VSIP plan.
- b. Once I accept the offer and receive the VSIP payment, I will be deemed temporarily ineligible for re-employment with the Authority for 2 years from the date of separation.
- c. Any and all accrued but unused vacation will be paid out to me in accordance with applicable law and the Authority’s regular payroll practices.
- d. While Earned Sick Time under state law will be deemed forfeited, other sick leave entitlements that may be governed by an existing collective bargaining agreement will be paid out in accordance with those contractual terms.
- e. Whether I may be deemed eligible for unemployment benefits is a determination under the exclusive purview of the Department of Unemployment Assistance (DUA).

**2. Authority’s Reservation of Rights.**

- a. The Authority reserves the right to determine my actual separation date, and to stagger and sequence separation dates of all participating employees as it may deem appropriate to enable orderly backfill/transition or to suspend or cancel the program.
- b. The Authority reserves the right to approve or deny my application for the voluntary program.
- c. The Authority reserves the right to extend the eligibility period for the voluntary incentive programs.

- d. The Authority reserves the right to cancel the VSIP at any time for any reason.

### **3. General Release.**

- a. In consideration of the payments and benefits described in this Release, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to which I would not otherwise be entitled, I hereby release and forever discharge the Authority and its past and present directors, officers, administrators, employees, servants, agents, representatives, predecessors, successors in interest and assigns, affiliates, insurers, attorneys, and any person or entity acting for or on its behalf, whether in their individual or official capacities, (collectively "Releasees") from liability for any and all claims, damages, causes of action, wages or commissions, both in law and equity, which I or my personal representatives, family members, heirs, or assigns ever had or may have, whether known or unknown, from the beginning of time until the date this Release is signed (collectively the "Claims"), including, but not limited to any Claims arising out of my employment by the Authority and my separation pursuant to the VRIP or VSIP, and including, but not limited to any Claims that may exist under any contract, agreement, understanding or promise, oral or written, express or implied, or under any laws prohibiting discrimination, harassment or retaliation in employment, including but not limited to the Americans with Disabilities Act, the Civil Rights Act of 1964, the Older Workers Benefit Protection Act, the Equal Pay Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Massachusetts Wage Act (General Laws Chapters 149, Section 148 *et seq.*), the Massachusetts Anti-Discrimination Law (General Laws Chapter 151B), or any other federal, state, or municipal statute or law, including common law, relating to employment or discrimination in employment.
- b. This Release is part of an agreement between me and the Authority that is written in a manner which I understand. The Authority is giving me things of value that I would not otherwise be entitled to receive.
- c. By a draft copy of this Release, the Authority has given me written notice to consult an attorney of my own choosing.
- d. By signing this Release, I understand that I am waiving any rights or claims for discrimination or otherwise relating to my employment and separation that I have or may have had.
- e. I understand that this Release is intended to release the Releasees from any and all liability to the fullest extent permitted by law. I warrant and represent that I have never assigned any claim or any part of any claim, either in law or in equity, which I have or ever had against the Authority and/or Releasees.
- f. I understand that violation of any term of this Release by me will result in my forfeiture of the incentive payment and I will be required to reimburse the Authority for any funds I received through the program.

**THIS GENERAL RELEASE INCLUDES A RELEASE BY ME OF CERTAIN RIGHTS, AND A COMMITMENT NOT TO SUE THE AUTHORITY AND/OR RELEASEES FOR CERTAIN MATTERS. I ACKNOWLEDGE THAT I WAS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS RELEASE. I AGREE THAT THE AUTHORITY ALLOWED ME SUFFICIENT TIME TO REVIEW THIS RELEASE AND TO CONSIDER THE CONSEQUENCES OF SIGNING IT. I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE, THAT I UNDERSTAND ALL OF ITS PROVISIONS, AND THAT I AM ENTERING INTO IT KNOWINGLY AND VOLUNTARILY.**

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017:

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(Signed)

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(Print name and employee badge number)