

Ordinance No. 120922

Council Bill No. 114313

The City of Seattle
Council Bill/Ordinance

AN ORDINANCE relating to employees of the Department of Parks and Recreation, Zoo Program; establishing an incentive program for eligible employees of the Department of Parks and Recreation, Zoo Program; authorizing an agreement with the Woodland Park Zoological Society ("Zoo Society") concerning the transfer of sick leave and vacation balances for departing zoo employees; providing for the transfer of eligible employees' accumulated and unused sick and vacation leave balances; amending SMC 4.36.120D to extend a temporary service credit purchase to participants of this incentive program; and approving a memorandum of understanding between the City and the bargaining representatives of the employees of the Department of Parks and Recreation, Zoo Program.

we

9-16-02 Pass

CF No. _____

Date Introduced:	SEP - 9 2002	
Date 1st Referred:	To: (committee)	FULL COUNCIL
	SEP - 9 2002	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
9-16-02	9-0	
Date Presented to Mayor:	Date Approved:	
9-17-02	9/23/02	
Date Returned to City Clerk:	Date Published:	T.O. <input type="checkbox"/>
9/24/02	8 p.m.	P.I. <input checked="" type="checkbox"/>
Date Vetted by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

This file is complete and ready

Law Dept. Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: DRAGO
Councillmember

Committee Action:

(C)

9-16-02 Passed As Amended 9-0

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

*Filed on 4/11/02
2/20/02*

Law Dept. Review OMP Review City Clerk Review Electronic Copy Loaded Indexed

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ORDINANCE

120922

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3 AN ORDINANCE relating to employees of the Department of Parks and Recreation, Zoo
4 Program; establishing an incentive program for eligible employees of the Department of
5 Parks and Recreation, Zoo Program; authorizing an agreement with the Woodland Park
6 Zoological Society ("Zoo Society") concerning the transfer of sick leave and vacation
7 balances for departing zoo employees; providing for employee waivers of cash payments
8 for accumulated and unused sick and vacation leave balances; amending SMC 4.36.120D
9 to extend a temporary service credit purchase to participants of this incentive program;
10 and authorizing and ratifying a memorandum of understanding between the City and the
11 bargaining representatives of the employees of the Department of Parks and Recreation,
12 Zoo Program.

13 WHEREAS, City of Seattle Ordinance 120697 approved an agreement between the City and the
14 Woodland Park Zoological Society (the "Zoo Society") whereby the Zoo Society assumed
15 responsibility for the operation and management of the Woodland Park Zoo over a
16 renewable twenty-year period, beginning March 1, 2002 (the "Operations and
17 Management Agreement"); and

18 WHEREAS, the Operations and Management Agreement provides for an Employee Transition
19 Plan to be developed by December 31, 2002; and

20 WHEREAS, the complete transition of Department of Parks and Recreation employees currently
21 assigned to the Zoo from City employment to Zoo Society employment will assist the
22 Zoo Society in fully and efficiently executing its responsibilities under the Operations and
23 Management Agreement; and

24 WHEREAS, one hundred and twenty-four (124) employees of the Department of Parks and
25 Recreation, Zoo Program, were accepted for the City's Separation Incentive Program with
26 a deadline of September 30, 2002 for separation from City employment as authorized by
27 City Ordinances 120880, 120881 and 120891; and

28 WHEREAS, while the City's Separation Incentive Program offered eligible employees certain
incentives for separation, the Program did not provide Zoo employees transitioning to the
Zoo Society with credit for their accumulated and unused vacation and sick leave
balances as provided in the Operations and Management Agreement; and

WHEREAS, the City Council finds that the establishment of a special incentive program for
City employees assigned to the Zoo ("Separation Incentive Program -- Zoo Program")
offering incentives greater than those provided by the City's Separation Incentive Program
is in the best interests of the City, the Woodland Park Zoo, and the Zoo Society, which
has born the personnel expenses of the Zoo since March 2002, and would facilitate an

1 expeditious and efficient transition of employment resources from the City to the Zoo
2 Society, especially in light of the deadline of September 30, 2002 for separation from City
3 employment under the City's Separation Incentive Program;

4 NOW THEREFORE

5 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

6 Section 1. Authorization for Employee Transition Agreement. The Superintendent of
7 Parks and Recreation ("Superintendent") is authorized to enter into an agreement with the
8 Woodland Park Zoological Society (the "Zoo Society") in substantially the form attached hereto
9 as attachment 1. Sections 2, 3, 4, 5 and 6 of this Ordinance shall not take effect until such an
10 agreement has been executed by the Superintendent and a representative of the Zoo Society.

11 Section 2. The Mayor and the City Council authorize the Superintendent to implement the
12 Separation Incentive Program -- Zoo Program as herein described for qualified, regularly
13 appointed employees of the Department of Parks and Recreation, Zoo Program.

14 Section 3. The Separation Incentive Program -- Zoo Program shall be established as
15 follows:

16 A. Eligibility. Participation in the Separation Incentive Program -- Zoo Program (the
17 "Program") is voluntary. An employee is eligible to participate in the Program if, in the
18 judgment of the Superintendent, his or her separation from City employment supports the
19 business need of the Department of Parks and Recreation (the "Department") and the Zoo Society
20 to transition experienced employees from City to Zoo Society employment, and such employee
21 agrees to separate from City employment on or before December 4, 2002.

22 B. Zoo Separation Incentive Payment. The Zoo separation incentive payment shall be the
23 equivalent of eight weeks of pay, determined by multiplying the employee's regular straight-time
24

1 weekly wage by eight. The regular straight-time weekly wage is the hourly rate of pay the
2 employee receives for the position to which he or she has a regular appointment, effective the
3 date of his or her termination, times the number of non-overtime hours the employee is
4 authorized to work on a weekly basis, not to exceed 40 hours per week. For part-time employees
5 who work a fluctuating schedule, the regular straight-time weekly wage shall be calculated using
6 an average of hours worked during the 26 pay periods preceding the date of his or her application
7 to participate in the Program, or the number of pay periods since his or her initial appointment to
8 City employment, whichever is less.
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10 C. Distribution of Zoo Incentive Payment. An employee accepted for participation in the
11 Program may select any of the following options, or any combination of these options, for
12 distribution of the Zoo separation incentive payment, less any mandatory deductions and subject
13 to any legal limitations:
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- 15 1. A lump sum payment.
- 16 2. Payment of the employee's and the employer's costs to purchase up to four additional
17 years of service credit in the City Employees' Retirement System. The Zoo separation incentive
18 payment may be combined with any payment the employee opts to receive for the cash-out of
19 vacation, compensatory time, and/or sick leave as applicable and/or any additional personal
20 resources to the extent permitted by law for purposes of purchasing such service credit. An
21 employee who has been demoted or reduced to a lower-paying position within one month of his
22 or her application for inclusion in the Program or is demoted or reduced at any time subsequent
23 to his or her application through the date of actual termination from City employment may not
24 elect this option.
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1 3. Deferral to the employee's existing Section 457 Deferred Compensation Account.

2 The combination of the employee's year-to-date deferrals plus the amount deferred from the Zoo
3 separation incentive payment may not exceed the Internal Revenue Code maximum deferral
4 amount.

5 4. Payment of currently-enrolled health care benefits at the City's COBRA rate, subject
6 to any rate changes, for a maximum of 18 months.

7
8 D. Two Year Prohibition of Re-Employment with City. Any employee who accepts the Zoo
9 separation incentive payment is prohibited from re-employment with the City of Seattle for a
10 period of two years following his or her termination date. This prohibition covers full-time, part-
11 time, civil service exempt and non-exempt and temporary positions, as well as consulting and
12 contract work.

13
14 E. Release of All Claims. Any employee who accepts the Zoo separation incentive payment will
15 be required, as a condition of such payment, to release all claims he or she may have against the
16 City and/or its officers, employees and agents.

17
18 F. Application and Approval.

19 1. An employee who wishes to participate in the Program shall make application to the
20 Superintendent on the form provided for that purpose between September 18, 2002 and close of
21 business September 30, 2002, inclusive.

22 2. The Superintendent shall make the determination whether to accept the application,
23 and shall provide each applicant an irrevocable notification of his or her determination no later
24 than close of business October 3, 2002.
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1 individual's accumulated and unused sick leave balance in exchange for the Zoo Society crediting
2 such employee with such employee's full sick leave and full vacation leave balances accumulated
3 prior to such employee's separation.

4 Section 7. Termination of City Responsibility upon Transfer of Sick Leave and Vacation
5 Balance. In accordance with the terms of the Employee Transition Agreement and upon the Zoo
6 Society's receipt of the City's payment of the negotiated value of such employee's sick leave and
7 vacation balances, the City shall have no further responsibility or duty to such former employee
8 regarding the terms and/or conditions of such employee's use of and access to transferred sick
9 leave and vacation balances.
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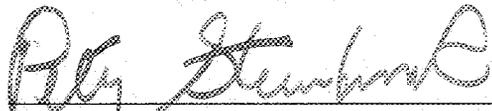
11 Section 8. The Mayor is hereby authorized for and on behalf of the City of Seattle to
12 execute a Memorandum of Understanding attached hereto as Attachment 2 with the certified
13 bargaining representatives of employees of the Department of Parks and Recreation assigned to
14 the Zoo. The Memorandum of Understanding is substantially in the form attached hereto and
15 identified as "Memorandum of Understanding by and between the City of Seattle and Identified
16 Signatory Unions".
17

18 Section 9. The Memorandum of Understanding with the Identified Signatory Unions
19 providing for Separation Incentive Program -- Zoo Program attached as Attachment 2 to this
20 ordinance and made a part thereof is hereby ratified.
21

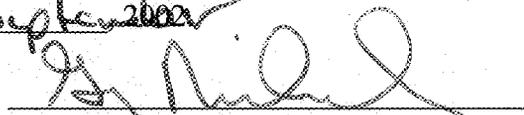
22 Section 10. Any acts made consistent with the authority and prior to the effective date of
23 this ordinance are hereby ratified and confirmed.
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1 Section 11. This ordinance shall take effect and be in force thirty (30) days from and
2 after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10)
3 days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4
5 Passed by the City Council the 16th day of September 2002, and signed by me in open
6 session in authentication of its passage this 16th day of September 2002.

7
8 
9 President _____ of the City Council

10 Approved by me this 23 day of September 2002

11 
12 Gregory J. Nickels, Mayor

13 Filed by me this 24 day of Sept., 2002.

14 
15 City Clerk

16 (Seal)

17 Attachment 1: Woodland Park Zoo Employee Transition Agreement

18 Attachment 2: Woodland Park Zoo Memorandum of Understanding



WOODLAND PARK ZOO

EMPLOYEE TRANSITION AGREEMENT

This Woodland Park Zoo Employee Transition Agreement (the "Agreement") is made and entered into as of _____, 2002, by and between the CITY OF SEATTLE, a Washington first class city (the "City"), acting through its DEPARTMENT OF PARKS AND RECREATION (the "Parks Department"), and the WOODLAND PARK ZOOLOGICAL SOCIETY, a Washington non-profit corporation ("WPZS").

RECITALS

WHEREAS, City of Seattle Ordinance 120697 approved an Operations and Management Agreement between the City and the WPZS wherein the WPZS assumed operational and managerial responsibility for the Woodland Park Zoo (the "Zoo") over a renewable twenty-year period, effective March 1, 2002; and

WHEREAS, Article 18 of the Operations and Management Agreement contemplates that the WPZS and the Parks Department will develop an employee transition plan setting forth the terms and conditions for the transition of City employees at the Zoo to WPZS employment by December 31, 2002; and

WHEREAS the Operations and Management Agreement expresses the City's specific intent for the carryover of certain benefits, including vacation and sick leave, for those employees who move from City to WPZS employment; and

WHEREAS, the Operations and Management Agreement expresses the City's specific intent for the recognition of City pension benefits and the financial transactions to support a transfer of the value of those benefits for those employees who transition from City to WPZS employment; and

WHEREAS, the City of Seattle implemented the City Separation Incentive Program ("SIP"), pursuant to City Ordinances 120880, 120881, and 120891, which provided eligible employees a separation incentive payment and the cash-out of unused vacation and sick leave balances and enabled such employees to purchase additional retirement credit; and

WHEREAS, one hundred twenty-four (124) of the City employees at the Zoo applied for and were approved for participation in the Separation Incentive Program; and

WHEREAS, the City has developed a special Separation Incentive Program—Zoo Program that offers Zoo employees incentives greater than those provided by the City's Separation Incentive Program and extends the option for Zoo employees to have the City transfer funds to WPZS so that the WPZS may credit employees with sick leave and vacation accrual equivalent to their existing sick leave and vacation benefits; and

WHEREAS, the City intends that the Separation Incentive Program--Zoo Program will include the sick leave, vacation and pension provisions of the employee transition plan contemplated by the Operations and Management Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

1.1 "City" shall mean the City of Seattle, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.

1.2 "Effective Date of the Operations and Management Agreement" shall mean March 1, 2002, which is the date when the WPZS assumed financial responsibility for the payment of employment leave and benefits for the City employees.

1.3 "Operations and Management Agreement" shall mean that Agreement between the City and the WPZS as approved by City of Seattle Ordinance 120697, wherein the WPZS assumed operational and managerial responsibility for the Zoo over a renewable twenty-year period, effective March 1, 2002.

1.4 "Qualified Employees" are defined as City employees whose positions are identified in the City's Parks and Recreation position listing in the 2002 Adopted City of Seattle Budget and designated in the Zoo Program of that Budget and who:

(a) Are employed by the City at the Zoo as of the effective date of this Agreement,

(b) Leave City employment pursuant to the Zoo Separation Incentive Program no later than December 3, 2002,

(c) Become employees of the WPZS within ten days of leaving City employment; and

(d) Prior to or upon leaving City employment, waive their rights to receive cash-out of accumulated and unused sick leave and vacation balances as provided for by Seattle Municipal Code Sections 4.24.210 and 4.34.065, respectively, or by any applicable collective bargaining agreement.

1.5 "Separation Incentive Pay" shall mean the incentive pay amount paid by the City to a Qualifying Employee which is equal to eight (8) weeks of pay as determined by the SIP or the ZSIP.

1.6 "Separation Incentive Program" or "SIP" shall mean the program established pursuant to Ordinances 120880, 120881, and 120891.

1.7 "Sick Leave Balance" shall mean the accumulated and unused sick leave accrued by a Qualified Employee while employed by the City..

1.8 "Vacation Leave Balance" shall mean the accumulated and unused vacation leave accrued by a Qualified Employee while employed by the City.

1.9 "Zoo Separation Incentive Program" or "ZSIP" or "Separation Incentive Program -- Zoo Program" shall mean the program established pursuant to the ordinance as introduced as Council Bill 114313.

2. Addendum to the Operations and Management Agreement. This Agreement amends the Operations and Management Agreement between the City of Seattle and the WPZS, signed March 1, 2002, and shall be incorporated as Addendum 1 to that agreement.

3. City Payment to WPZS of Value of Qualified Employees' Leave Benefits. The City shall pay WPZS the current cash value of each Qualified Employee's accumulated and unused Vacation Balances and one half the cash value of each Qualified Employee's accumulated and unused Sick Leave Balance accrued by such employee during the course of City employment through March 1, 2002. Such payment will be made in the manner set forth below:

3.1 Vacation Leave Balances. The City shall calculate for purposes of payment the Vacation Leave Balances for each Qualified Employee who was employed at the Zoo as of the effective date of the Operations and Management Agreement. The City shall pay WPZS the total value of those Qualified Employees' Vacation Leave Balances accrued through March 1, 2002, at City pay rates in effect on December 31, 2002. Applicable pay rates are those established by Ordinance or pursuant to applicable collective bargaining agreements during 2002 for the calendar year. The City shall pay WPZS the value of the Vacation Leave Balances in eight (8) equal quarterly installments beginning on January 1, 2003, and thereafter on the first day of each quarter.

3.2 Sick Leave Balances. The City shall calculate for purposes of payment the Sick Leave Balances for all Qualified Employees who were employed at the Zoo as of the effective date of the Operations and Management Agreement. The City shall pay WPZS half of the value of those Qualified Employees' Sick Leave Balances accrued through March 1, 2002, at City pay rates in effect December 31, 2002. The City shall pay WPZS half the value of the Sick Leave Balances in equal annual installments beginning on January 1, 2003, over a period of five (5) years, such installments to be made no later than January 31st of each year.

4. Consideration and Credit for Transfer of Sick Leave and Vacation Leave. In consideration for the payment of funds as set out in paragraph 3 above, WPZS shall grant each Qualified Employee at least the same amount of vacation and sick leave as such employee had accrued (and not used) while employed by the City, through the time of his or her separation from the City. The City shall provide a record of these balances to WPZS within two weeks of such employee's separation from City employment.

5. Rates of Pay for Compensation to Qualified Employees for Vacation Leave. Qualified Employees shall be compensated by WPZS for transferred Vacation Leave at the employee's then-current rate of pay at the time such Vacation Leave is used by the employee. WPZS shall also compensate a Qualified Employee for any cash-out of a Vacation Leave Balance, which payment shall be at the then-current, last hourly rate for the employee when she/he terminates WPZS employment.

6. Rates of Pay for Compensation to Qualified Employees for Sick Leave. Qualified Employees shall be compensated by WPZS at then-current rates of pay when the Sick Leave Balances are used by a Qualified Employee. The WPZS will extend to Qualified Employees the opportunity to cash-out an amount equal to twenty-five percent (25%) of the employee's Sick Leave Balance at the time of retirement from the WPZS, but if the retiring employee cashes out such Sick Leave Balances, the WPZS need only provide the cash-out at the employee's regular rate of pay on December 31, 2002, or at the time the employee terminates employment with the City, whichever was earlier.

7. Priority of Future Collective Bargaining Agreements. The City waives its rights to enforce the provisions for compensation and rates of pay in paragraphs 3, 4, and 5 in this Agreement to the extent that compensation and those rates of pay are inconsistent with a future collective bargaining agreement that may be entered into by the WPZS and any union representing Qualified Employees.

8. Termination of City Responsibility upon Transfer of Sick Leave and Vacation Balance. In accordance with the terms of the Employee Transition Agreement and upon the Zoo Society's receipt of the City's payment of the negotiated value of such employee's sick leave and vacation balances, the City shall have no further responsibility or duty to such former employee regarding the terms and/or conditions of such employee's use of and access to transferred sick leave and vacation balances.

9. No Further Amendment. Except as otherwise modified or amended by this Agreement, all of the terms and conditions of the Operations and Management Agreement remain unchanged.

DATED this ___ day of _____, 2002.

CITY OF SEATTLE, WASHINGTON, a
Washington municipal corporation

WOODLAND PARK ZOOLOGICAL
SOCIETY, a Washington non-profit
corporation

By
Its Superintendent of Parks and Recreation
By authority of Ordinance No. _____

By
Its

9-12-02 Transition Agreement.doc

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF SEATTLE

And

IDENTIFIED SIGNATORY UNIONS

The parties to this Memorandum of Understanding hereby agree that the provisions contained herein shall be effective solely and exclusively for the purpose of establishing a Separation Incentive Program – Zoo Program (hereinafter "Program") to address the unique interests of current City employees of the Parks and Recreation Department (hereinafter "Department") working at the Woodland Park Zoo (hereinafter "Zoo"). Further, the parties hereby agree that said provisions are entered into by the parties on a one-time only, non-precedential basis and shall have no value or application with respect to any future circumstances or contractual relationships between the parties.

A. ELIGIBILITY

Participation in the Program is voluntary. An eligible employee may participate in the Program if, in the judgment of the Superintendent of the Parks and Recreation Department (hereinafter "Superintendent"), his or her termination from City employment supports the business need of the Department and Woodland Park Zoological Society (hereinafter "Zoo Society") to transition experienced employees from City to Zoo Society employment; and he or she agrees to terminate his or her employment with the City of Seattle on or before December 3, 2002.

B. BENEFITS

- 1) An employee accepted for inclusion in the Program shall be provided a Zoo Separation Incentive Payment (hereinafter "Payment"). The Payment shall be the equivalent of eight weeks of pay, determined by multiplying the employee's regular straight-time weekly wage by eight. The regular straight-time weekly wage is the hourly rate of pay the employee receives for the position to which he or she has a regular appointment, effective the date of his or her termination, times the number of non-overtime hours the employee



is authorized to work on a weekly basis, not to exceed 40 hours per week. For part-time employees who work a fluctuating schedule, the regular weekly wages shall be calculated using an average of hours worked during the 26 pay periods preceding the date of his or her application to participate in the Program, or the number of pay periods since his or her initial appointment to City employment, whichever is less.

- 2) An employee accepted for inclusion in the Program may select any of the following options, or any combination of these options, for distribution of the Payment, less any mandatory deductions and subject to any legal limitations:
 - a. Receive a lump sum payment;
 - b. Fund the employee's and the employer's costs to purchase up to four additional years of service credit in the City Employees' Retirement System. The Payment may be combined with any payment the employee opts to receive for the cash-out of vacation, compensatory time, and/or sick leave as applicable and/or any additional personal resources to the extent permitted by law for purposes of purchasing such service credit. An employee who has been demoted or reduced to a lower-paying position within one month of his or her application for inclusion in the Program or is demoted or reduced at any time subsequent to his or her application for inclusion in the Program through the date of actual termination from City employment may not elect this option.
 - c. Defer the Payment to the employee's existing Section 457 Deferred Compensation account. The combination of the employee's year-to-date deferrals plus the amount deferred from the Payment may not exceed the Internal Revenue Code maximum deferral amount.
 - d. Pay for the currently-enrolled health care benefits at the City's COBRA rate, subject to any rate changes, for a maximum of 18 months.
- 3) An employee accepted for inclusion in the Program who terminates City employment under the auspices of the Program, and who signs the legally necessary instructions to the City by his or her separation date may waive his or her right to receive cash-out of accumulated and unused sick leave and vacation balances as provided for by Seattle Municipal Code Sections 4.24.210 and 4.34.065, respectively or by any applicable collective bargaining agreement.



Any individual who waives his or her right to a cash-out of leave benefits as set forth herein and who meets the definition of a "Qualified Employee" as set forth in the Employee Transition Agreement between the City and the Zoo Society, the City, in accordance with the terms of such Agreement, shall pay the Zoo Society the current cash value of such individual's accumulated and unused vacation balance and one-half of the current cash value of such individual's accumulated and unused sick leave balance in exchange for the Zoo Society crediting such employee with such employee's full sick leave and full vacation leave balances accumulated prior to such employee's separation.

- 4) An employee accepted for inclusion in the Program who terminates City employment under the auspices of the Program, and who signs the legally necessary instructions to the City by his or her separation date may at his or her discretion elect to discontinue his or her membership in the City Employees' Retirement System. If the member makes written application therefore and all the conditions described in this subsection are met, the Board of Administration of the City Employees' Retirement System shall, consistent with its rules and procedures, provide the member with a lump sum payout equal to the member's accumulated contributions plus interest calculated at 5.75% per annum, plus an additional amount (intended to approximate the City's contributions on behalf of that member) equal to 100% of the member's accumulated contributions plus interest calculated at 5.75% per annum. The member may elect to have the payment made directly to a specified eligible retirement plan pursuant to Section 4.36.193.

The member's application shall be filed with the City Employees' Retirement System's Board of Administration not later than December 3, 2002 accompanied by the following documents:

1. Proof that the member has irrevocably elected to leave City employment under the terms of the Program as defined in this Memorandum of Understanding; and
2. The member's acknowledgment that by discontinuing his or her membership in the system, he or she will become ineligible for all retirement benefits under the system; for death benefits under Sections 4.36.320 through 4.36.330; and for reentry into the system under Section 4.36.190 for two (2) years; that, if the member has a spouse or domestic partner, discontinuing membership will render his or her spouse or domestic partner ineligible for spousal or domestic partner benefits upon a member's death or



disability; and that refund of his or her contributions may result in withholdings, taxes, and penalties under the Internal Revenue Code; and

3. If the member is married, the signed written consent of the member's spouse to his or her discontinuance of membership and withdrawal of contributions, including an acknowledgment that discontinuing the employee's membership may forgo spousal benefits in the event of the employee's death.

If the former member re-enters City employment and re-deposits any amounts paid out pursuant to this subsection, only that proportion of the redeposit reflecting the share of the payment that was the former member's actual accumulated contributions shall be eligible for treatment as the redeposit of accumulated contributions and the remainder shall be treated as a repayment of the City's contributions.

C. FUTURE CITY EMPLOYMENT

Any employee who accepts the Payment is prohibited from re-employment with the City of Seattle for a period of two years following his or her termination date. This prohibition covers full-time, part-time, civil service exempt and non-exempt and temporary positions, as well as consulting and contract work.

D. RELEASE

Any employee who accepts the Payment will be required, as a condition of such payment, to release all claims he or she may have against the City and/or its officers, employees and agents that exist as of the effective date of the Zoo Separation Incentive Agreement which relate to the Employee's employment with the City of Seattle. The employee is not required to waive any Worker's Compensation claim that relates to or arises out of employment with the City, nor to any claim for unemployment benefits pursuant to RCW 50.20 et seq, that the Employee has or may have.

E. APPLICATION AND APPROVAL

1. An employee who wishes to participate in the Program shall make application to the Superintendent on the form provided for that purpose between September 18, 2002 and close of business September 30, 2002, inclusive.



2. The Superintendent shall make the determination whether to accept the application, and shall provide each applicant an irrevocable notification of his or her determination no later than close of business October 3, 2002.
3. Each employee who receives notification of acceptance for receipt of the Payment shall have until close of business November 18, 2002 to consider whether to participate in the Program. Failure of the employee to complete and submit the required Agreement and Release Form to the Human Resources Director of the Department by close of business on November 18, 2002 shall constitute his or her withdrawal from the Program.
4. Each employee who submits the required Agreement and Release Form shall have until close of business on the seventh calendar day following such submission but no later than November 25, 2002 to withdraw from participation in the Program. Thereafter the employee's participation is irrevocable.

This Memorandum of Understanding is effective this _____ day of September, 2002, subject to ratification by the signatory parties and passage of authorizing legislation

CITY OF SEATTLE, WASHINGTON
Executed Under Authority of
Ordinance No. _____

By _____
GREGORY J. NICKELS
Mayor

By _____
Michael R. Schoeppach
Director of Labor Relations

FOR THE SIGNATORY UNIONS:

Steve Bloom, Business Representative

Scott Clark, Business Representative



IU Painters & Allied Trades District Co #5

Painters' Union, Local 1094

Diana Douglas, Union Representative
IFPTE, Local 17

Joel Dressler, Business Representative
Pacific NW Regional Council of
Carpenters

George Duncalf, Business Representative
IBEW, Local 46

Marty Yellam, Business Representative
UA Plumbers & Pipefitters, Local 32

Joseph Bowen Jeffers III, Bus
Representative
PSIE, Local 1239

John Masterjohn, President & Business
Rep
JCC & PSIE, Local 1239

Joseph L. McGee, Executive Director
IFPTE, Local 17

Fred Monroe, Business Representative
IBEW, Local 46

Greg Slaughter, Business Representative
Teamsters, Local 117

Tim Carr, Business Manager
Boilermakers' Union, Local 104

William Wickline, Business Representative
IATSE, Local 15

Brad Papenbrock, Field Representative
Operating Engineers, Local 302



ZooSipfsn
version 3
DD/pml
9/9/02

Fiscal Note: Employees of the Department of Parks and Recreation, Zoo Program

Department: Parks and Recreation	Contact Person/Phone: Sarah Welch, 684-7303	DOF Analyst/Phone: Marilynne Gardner, 233-5109
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Legislation Title:

Note: This fiscal note will be used for the two ordinances, whose titles are as follows:

AN ORDINANCE relating to employees of the Department of Parks and Recreation, Zoo Program; establishing an incentive program for eligible employees of the Department of Parks and Recreation, Zoo Program; authorizing an agreement with the Woodland Park Zoological Society ("Zoo Society") concerning the transfer of sick leave and vacation balances for departing zoo employees; providing for employee waivers of cash payments for accumulated and unused sick and vacation leave balances; amending SMC 4.36.120D to extend a temporary service credit purchase to participants of this incentive program; and authorizing and ratifying a memorandum of understanding between the City and the bargaining representatives of the employees of the Department of Parks and Recreation, Zoo Program.

AN ORDINANCE relating to employees of the Department of Parks and Recreation, Zoo Program, authorizing the withdrawal of certain amounts from the City Employees' Retirement System and amending Chapter 4.36 of the Seattle Municipal Code.

Summary of the Legislation:

The proposed legislation would extend the terms of the Separation Incentive Program to Zoo employees in order to encourage City employees to transition to Zoo Society employment. The legislation also implements three sections of the Management and Operations Agreement executed this past March 1 between the Zoo Society and the City through the Department of Parks and Recreation. The legislation authorizes the employees who move to Zoo Society employment the option of cashing out or transferring their sick leave and vacation balance.

The Separation Incentive Program for Zoo Employees is actually legislated in two pieces of legislation—one for the changes in retirement and the other to authorize the SIP- Zoo Program and the arrangements for City payment to the Zoo Society for the costs of vacation and sick leave that the employees accrued while working as City employees. All of these elements were contemplated in the Management and Operations Agreement that the City Council adopted and the City executed in March of this year.

Background (Include justification for the legislation and funding history, if applicable):

Passed in December 2001, Ordinance 120697 approved the Operations and Management agreement between the City and the Zoo Society. The agreement makes provision for City



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employees to transfer to Zoo Society employment if they choose to leave City employment. When the City offered a Separation Incentive Program to City employees the Zoo Society saw it as an opportunity and a model for transition of City Employees to Zoo Society employment. Unified management at the Zoo is a shared goal of the City and the Zoo Society. 124 Zoo employees applied for the City's Separation Incentive Program but the City had not yet provided for the means for transition of sick leave, vacation and pension benefits as contemplated in the Management and Operations Agreement. This legislation offers the same SIP to all Zoo Employees but adds the provisions to transfer vacation and sick leave balances without having to cash them out as they would if they otherwise resigned from the City. The second piece of legislation authorizes the pension withdrawal that was also contemplated under the Agreement with the Zoo Society.

The proposed ordinance has no fiscal impacts for the City. The Zoo Society is responsible for compensating the City for all payroll costs in excess of the agreed to General Fund contribution of \$5 million. The City has contemplated the financial arrangements to compensate the Zoo Society for sick leave and vacation accrued by City employees at the Zoo and will budget these expenses as outlined in the Management and Operations Agreement over the next 4 years. The proposed approach to transfer the sick leave and vacation balances is actually less costly than the alternative of cashing out these balances since the amounts will be drawn down over time instead of being paid out at once.

The cost of the retirement withdrawal is borne by the Retirement System, not the City. The benefit to the System is that it avoids the future liability to pay pensions to the employees who choose to withdraw contributions. The System's actuary has reviewed the proposal and concluded that the "transition would be substantially neutral to the System" and that "it is likely that the end result will be slightly favorable to the System."

This proposal does not have any FTE impacts, other than facilitating City employees' ability to terminate City employment and accept job offers from the Zoo Society. At a later date the Department of Parks and Recreation intends to introduce legislation that would sunset positions (and eventually eliminate them from the budget) when they become vacant.

Public Private Partnership Review Status:

Is the project referenced in the legislation subject to P4 review? If yes, identify P4 review to date.

No.

Is the legislation subject to public hearing requirements? If yes, what public hearings have been held to date?

No.

Fiscal Sustainability Issues (related to grant awards):

None.



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Estimated Expenditure Impacts: NONE

FUND (List # and/or Account)	2002	2003	2004
TOTAL			

One-time \$ _____ On-going \$ _____

Estimated Revenue Impacts: NONE

FUND (List # and/or Account)	2002	2003	2004
TOTAL			

One-time \$ _____ On-going \$ _____

Estimated FTE Impacts: NONE

FUND (List # and/or Account)	2002	2003	2004
TOTAL			

Full Time _____ # Part Time _____ # TES _____

Do positions sunset in the future? If yes, identify sunset date?
 Yes, a sunset provision will be included in the Employee Transition Plan

Other Issues (including long-term implications of the legislation):
 None.





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

September 3, 2002

Honorable Peter Steinbrueck
President
Seattle City Council
Municipal Building, 11th Floor

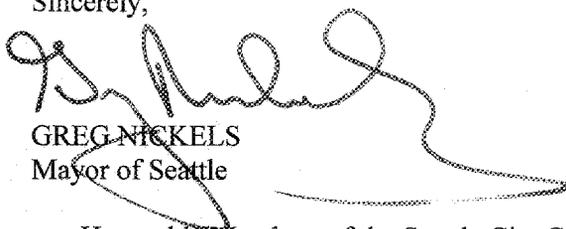
Dear Council President Steinbrueck:

The attached ordinance is part of a legislative package that would extend the terms of the Separation Incentive Program to Zoo employees to further the transition of those employees to Zoo Society employment. The reason we are proposing a separate Separation Incentive Program for Zoo employees is that the circumstances for employees to transition to the Zoo are somewhat different from those of other employees. Upon the advice from the City Attorney we concluded that the program is sufficiently different as to require separate legislation and separate timelines for offering the program. The legislation also implements three sections of the Management and Operations Agreement executed this past March 1 between the Zoo Society and the City through the Department of Parks and Recreation. The legislation authorizes the employees who move to Zoo Society employment the option of cashing out or transferring their sick leave and vacation balance.

The Separation Incentive Program for Zoo Employees is actually legislated in two pieces of legislation—one for the changes in retirement and the other to authorize the SIP and the arrangements for City payment to the Zoo Society for the costs of vacation and sick leave that the employees accrued while working as City employees. All of these elements were contemplated in the Management and Operations Agreement which the City Council adopted and the City executed in March of this year.

Thank you for your consideration of this legislation. Should you have questions please contact Sarah Welch at 684-7303.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 12th Floor, Seattle, WA 98104-1873

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E:mail: mayors.office@ci.seattle.wa.us

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WOODLAND PARK ZOO

EMPLOYEE TRANSITION AGREEMENT

This Woodland Park Zoo Employee Transition Agreement (the "Agreement") is made and entered into as of _____, 2002, by and between the CITY OF SEATTLE, a Washington first class city (the "City"), acting through its DEPARTMENT OF PARKS AND RECREATION (the "Parks Department"), and the WOODLAND PARK ZOOLOGICAL SOCIETY, a Washington non-profit corporation ("WPZS").

RECITALS

WHEREAS, City of Seattle Ordinance 120697 approved an Operations and Management Agreement between the City and the WPZS wherein the WPZS assumed operational and managerial responsibility for the Woodland Park Zoo (the "Zoo") over a renewable twenty-year period, effective March 1, 2002; and

WHEREAS, Article 18 of the Operations and Management Agreement contemplates that the WPZS and the Parks Department will develop an employee transition plan setting forth the terms and conditions for the transition of City employees at the Zoo to WPZS employment by December 31, 2002; and

WHEREAS the Operations and Management Agreement expresses the City's specific intent for the carryover of certain benefits, including vacation and sick leave, for those employees who move from City to WPZS employment; and

WHEREAS, the Operations and Management Agreement expresses the City's specific intent for the recognition of City pension benefits and the financial transactions to support a transfer of the value of those benefits for those employees who transition from City to WPZS employment; and

WHEREAS, the City of Seattle implemented the City Separation Incentive Program ("SIP"), pursuant to City Ordinances 120880, 120881, and 120891, which provided eligible employees a separation incentive payment and the cash-out of unused vacation and sick leave balances and enabled such employees to purchase additional retirement credit; and

WHEREAS, one hundred twenty-four (124) of the City employees at the Zoo applied for and were approved for participation in the Separation Incentive Program; and

WHEREAS, the City has developed a special Separation Incentive Program—Zoo Program that offers Zoo employees incentives greater than those provided by the City's Separation Incentive Program and extends the option for Zoo employees to have the City transfer funds to WPZS so that the WPZS may credit employees with sick leave and vacation accrual equivalent to their existing sick leave and vacation benefits; and



WHEREAS, the City intends that the Separation Incentive Program--Zoo Program will include the sick leave, vacation and pension provisions of the employee transition plan contemplated by the Operations and Management Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

1.1 "City" shall mean the City of Seattle, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.

1.2 "Effective Date of the Operations and Management Agreement" shall mean March 1, 2002, which is the date when the WPZS assumed financial responsibility for the payment of employment leave and benefits for the City employees.

1.3 "Operations and Management Agreement" shall mean that Agreement between the City and the WPZS as approved by City of Seattle Ordinance 120697, wherein the WPZS assumed operational and managerial responsibility for the Zoo over a renewable twenty-year period, effective March 1, 2002.

1.4 "Pension Benefits" shall mean the accumulated pension benefits in the City Retirement System of any employee who transfers from City employment to WPZS employment under either the SIP or ZSIP and shall be equal to the employee's actual contributions plus interest calculated at 5.75% plus the actual employer contributions plus 5.75% interest.

1.5 "Qualified Employees" are defined as City employees whose positions are identified in the City's Parks and Recreation position listing in the 2002 Adopted City of Seattle Budget and designated in the Zoo Program of that Budget and who:

- (a) Are employed by the City at the Zoo as of the effective date of this Agreement,
- (b) Leave City employment pursuant to the Zoo Separation Incentive Program no later than December 3, 2002,
- (c) Become employees of the WPZS within ten days of leaving City employment; and
- (d) Prior to or upon leaving City employment, waive their rights to receive cash-out of accumulated and unused sick leave and vacation balances as provided for by Seattle Municipal Code Sections 4.24.210 and 4.34.065, respectively, or by any applicable collective bargaining agreement.



1.6 "Separation Incentive Pay" shall mean the incentive pay amount paid by the City to a Qualifying Employee which is equal to eight (8) weeks of pay as determined by the SIP or the ZSIP.

1.7 "Separation Incentive Program" or "SIP" shall mean the program established pursuant to Ordinances 120880, 120881, and 120891.

1.8 "Sick Leave Balance" shall mean the accumulated and unused sick leave accrued by a Qualified Employee while employed by the City..

1.9 "Vacation Leave Balance" shall mean the accumulated and unused vacation leave accrued by a Qualified Employee while employed by the City.

1.10 "Zoo Separation Incentive Program" or "ZSIP" or "Separation Incentive Program -- Zoo Program" shall mean the program established pursuant to Ordinances XXX XXX.

2. Addendum to the Operations and Management Agreement. This Agreement amends the Operations and Management Agreement between the City of Seattle and the WPZS, signed March 1, 2002, and shall be incorporated as Addendum 1 to that agreement.

3. City Payment to WPZS of Value of Qualified Employees' Leave Benefits. The City shall pay WPZS the current cash value of each Qualified Employee's accumulated and unused Vacation Balances and one half the cash value of each Qualified Employee's accumulated and unused Sick Leave Balance accrued by such employee during the course of City employment through March 1, 2002. Such payment will be made in the manner set forth below.

3.1 Vacation Leave Balances. The City shall calculate for purposes of payment the Vacation Leave Balances for each Qualified Employee who was employed at the Zoo as of the effective date of the Operations and Management Agreement. The City shall pay WPZS the total value of those Qualified Employees' Vacation Leave Balances accrued through March 1, 2002, at City pay rates in effect on December 31, 2002. Applicable pay rates are those established by Ordinance or pursuant to applicable collective bargaining agreements during 2002 for the calendar year. The City shall pay WPZS the value of the Vacation Leave Balances in eight (8) equal quarterly installments beginning on January 1, 2003, and thereafter on the first day of each quarter.

3.2 Sick Leave Balances. The City shall calculate for purposes of payment the Sick Leave Balances for all Qualified Employees who were employed at the Zoo as of the effective date of the Operations and Management Agreement. The City shall pay WPZS half of the value of those Qualified Employees' Sick Leave Balances accrued through March 1, 2002, at City pay rates in effect December 31, 2002. The City shall pay WPZS half the value of the Sick Leave Balances in equal annual installments



beginning on January 1, 2003, over a period of five (5) years, such installments to be made no later than January 31st of each year.

4. Consideration and Credit for Transfer of Sick Leave and Vacation Leave. In consideration for the payment of funds as set out in paragraph 3 above, WPZS shall grant each Qualified Employee at least the same amount of vacation and sick leave as such employee had accrued (and not used) while employed by the City, through the time of his or her separation from the City. The City shall provide a record of these balances to WPZS within two weeks of such employee's separation from City employment.

5. Rates of Pay for Compensation to Qualified Employees for Vacation Leave. Qualified Employees shall be compensated by WPZS for transferred Vacation Leave at the employee's then-current rate of pay at the time such Vacation Leave is used by the employee. WPZS shall also compensate a Qualified Employee for any cash-out of a Vacation Leave Balance, which payment shall be at the then-current, last hourly rate for the employee when she/he terminates WPZS employment.

6. Rates of Pay for Compensation to Qualified Employees for Sick Leave. Qualified Employees shall be compensated by WPZS at then-current rates of pay when the Sick Leave Balances are used by a Qualified Employee. The WPZS will extend to Qualified Employees the opportunity to cash-out an amount equal to twenty-five percent (25%) of the employee's Sick Leave Balance at the time of retirement from the WPZS, but if the retiring employee cashes out such Sick Leave Balances, the WPZS need only provide the cash-out at the employee's regular rate of pay on December 31, 2002, or at the time the employee terminates employment with the City, whichever was earlier.

7. Priority of Future Collective Bargaining Agreements. The City waives its rights to enforce the provisions for compensation and rates of pay in paragraphs 3, 4, and 5 in this Agreement to the extent that compensation and those rates of pay are inconsistent with a future collective bargaining agreement that may be entered into by the WPZS and any union representing Qualified Employees.

8. Termination of City Responsibility upon Transfer of Sick Leave and Vacation Balance. In accordance with the terms of the Employee Transition Agreement and upon the Zoo Society's receipt of the City's payment of the negotiated value of such employee's sick leave and vacation balances, the City shall have no further responsibility or duty to such former employee regarding the terms and/or conditions of such employee's use of and access to transferred sick leave and vacation balances.

9. No Further Amendment. Except as otherwise modified or amended by this Agreement, all of the terms and conditions of the Operations and Management Agreement remain unchanged.



DATED this ___ day of _____, 2002.

CITY OF SEATTLE, WASHINGTON, a
Washington municipal corporation

WOODLAND PARK ZOOLOGICAL
SOCIETY, a Washington non-profit
corporation

By
Its Superintendent of Parks and Recreation
By authority of Ordinance No. _____

By
Its

K:\99959\01156\DLS\DLS_EETransition



STATE OF WASHINGTON – KING COUNTY

--SS.

150340
City of Seattle, Clerk's Office

No. ORDINANCE IN FULL

Affidavit of Publication

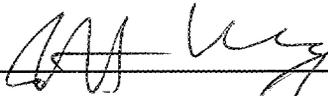
The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:120922/ORD IN FULL

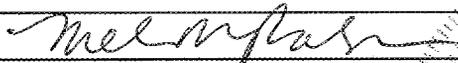
was published on

10/14/2002



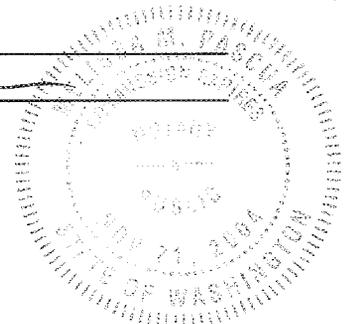
Subscribed and sworn to before me on

10/14/2002



Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



State of Washington

City of Seattle

ORDINANCE 120922

AN ORDINANCE relating to employees of the Department of Parks and Recreation, Zoo Program; establishing an incentive program for eligible employees of the Department of Parks and Recreation, Zoo Program; authorizing an agreement with the Woodland Park Zoological Society ("Zoo Society") concerning the transfer of sick leave and vacation balances for departing zoo employees; providing for employee waivers of cash payments for accumulated and unused sick and vacation leave balances; amending SMC 4.36.120D to extend a temporary service credit purchase to participants of this incentive program; and authorizing and ratifying a memorandum of understanding between the City and the bargaining representatives of the employees of the Department of Parks and Recreation, Zoo Program.

WHEREAS, City of Seattle Ordinance 120697 approved an agreement between the City and the Woodland Park Zoological Society (the "Zoo Society") whereby the Zoo Society assumed responsibility for the operation and management of the Woodland Park Zoo over a renewable twenty-year period, beginning March 1, 2002 (the "Operations and Management Agreement"); and

WHEREAS, the Operations and Management Agreement provides for an Employee Transition Plan to be developed by December 31, 2002; and

WHEREAS, the complete transition of Department of Parks and Recreation employees currently assigned to the Zoo from City employment to Zoo Society employment will assist the Zoo Society in fully and efficiently executing its responsibilities under the Operations and Management Agreement; and

WHEREAS, one hundred and twenty-four (124) employees of the Department of Parks and Recreation, Zoo Program, were accepted for the City's Separation Incentive Program with a deadline of September 30, 2002 for separation from City employment as authorized by City Ordinances 120880, 120881 and 120891; and

WHEREAS, while the City's Separation Incentive Program offered eligible employees certain incentives for separation, the Program did not provide Zoo employees transitioning to the Zoo Society with credit for their accumulated and unused vacation and sick leave balances as provided in the Operations and Management Agreement; and

WHEREAS, the City Council finds that the establishment of a special incentive program for City employees assigned to the Zoo ("Separation Incentive Program — Zoo Program") offering incentives greater than those provided by the City's Separation Incentive Program is in the best interests of the City, the Woodland Park Zoo, and the Zoo Society, which has born the personnel expenses of the Zoo since March 2002, and would facilitate an expeditious and efficient transition of employment resources from the City to the Zoo Society, especially in light of the deadline of September 30, 2002 for separation from City employment under the City's Separation Incentive Program;

NOW THEREFORE

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Authorization for Employee Transition Agreement. The Superintendent of Parks and Recreation ("Superintendent") is authorized to enter into an agreement with the Woodland Park Zoological Society (the "Zoo Society") in substantially the form attached hereto as attachment 1. Sections 2, 3, 4, 5 and 6 of this Ordinance shall not take effect until such an agreement has been executed by the Superintendent and a representative of the Zoo Society.

Section 2. The Mayor and the City Council authorize the Superintendent to implement

Failure of the employee to complete and submit the required Agreement and Release Form and Options Distribution Form to the Human Resources Director of the Department by close of business on November 18, 2002 shall constitute his or her withdrawal from the Program.

4. Each employee who submits the required Agreement and Release Form and Options Distribution Form shall have until close of business on the seventh calendar day following such submission but no later than November 26, 2002 to withdraw from participation in the Program. Thereafter the employee's participation is irrevocable.

Section 4. Seattle Municipal Code Section 4.36.120 subsection D is hereby amended as follows:

SMC 4.36.120 Modification of allowance for service.

D. A member of the City Employees' Retirement System who has entered into an irrevocable separation incentive agreement with the City pursuant to the terms of (SMC 4.36.120) the ordinances introduced as Council Bills 114257, (SMC 4.36.120) 114258, or 114313 may purchase up to four years of service credit from the Retirement System. To acquire such service credit:

1. The member shall, within 14 days of payment of the net proceeds of the separation incentive payment, pay a lump sum into the retirement fund representing the employee's and the employer's contributions otherwise required to receive such service credit pursuant to Seattle Municipal Code Chapter 4.36; and

2. The member may include in this lump sum additional personal resources to the extent permitted by law in order to purchase the full four years of service credit. Direct transfers and other rollovers of funds from other retirement plans under Municipal Code Section 4.34.101 must be made prior to the member's separation from City employment; and

3. All purchases under this Subsection are subject to all other limitations on total service credit and benefits allowable under SMC 4.36.

Section 5. Employee Waiver of Right to Receive Cash-out of Sick Leave and Vacation Leave Balances. Any City employee who has a regular appointment to a position authorized in the Zoo Program in the 2002 Adopted City Budget who separates from City employment under the auspices of the Separation Incentive Program — Zoo Program as authorized in Section 2 and 3 of this Ordinance, and who signs the legally necessary instructions to the City by his or her separation date, may waive his or her right to receive cash-out of accumulated and unused sick leave and vacation balances as provided for by Seattle Municipal Code Sections 4.24.210 and 4.34.065, respectively, or by any applicable collective bargaining agreement.

Section 6. City Payment to Zoo Society for Sick Leave and Vacation Leave Balances of Qualified Employees. For any individual who waives his or her right to a cash-out of leave benefits as set forth in section 5 herein and who meets the definition of a "Qualified Employee" as set forth in the Employee Transition Agreement between the City and the Zoo Society executed under the authority of Section 1 of this Ordinance, the City in accordance with the terms of such Agreement, shall pay the Zoo Society the current cash value of such individual's accumulated and unused vacation balance and one-half of the current cash value of such individual's accumulated and unused sick leave balance in exchange for the Zoo Society crediting such employee with such employee's full sick leave and full vacation leave balances accumulated prior to such employee's separation.

Section 7. Termination of City Responsibility upon Transfer of Sick Leave and Vacation Balance. In accordance with the terms of the Employee Transition Agreement and upon the Zoo Society's receipt of the City's payment of the negotiated value of such employee's sick leave and vacation balances, the City shall have no further responsibility or duty to such former employee regarding the terms and/or conditions of such employee's use of and access to transferred sick leave and vacation balances.

Section 8. The Mayor is hereby authorized for and on behalf of the City of Seattle to execute a Memorandum of Understanding attached hereto as Attachment 2 with the certified bargaining representatives of employees of the Department of Parks and Recreation assigned to the Zoo. The Memorandum of Understanding is substantially in the form attached hereto and identified as "Memorandum of Understanding by and between the City of Seattle and Identified Signatory Unions".

Section 9. The Memorandum of Understanding with the Identified Signatory Unions providing for Separation Incentive Program — Zoo Program attached as Attachment 2 to this ordinance and made a part thereof is hereby ratified.

Section 10. Any acts made consistent with the authority and prior to the effective date