



City of Tacoma  
Human Resources Department

[REDACTED]  
[REDACTED]  
RE: Position Elimination

Dear Ms. [REDACTED]

It is with regret that I must advise you that due to the 2006 mid-biennium budget adjustments, your unclassified (appointive) [REDACTED] is being eliminated. The effective date for this position elimination will be [REDACTED].

It has been determined from your employment record that you are in an unclassified (appointive) position and the last prior position in which you held status was also unclassified (appointive). Accordingly, since the position in which you held classified status does not immediately precede the appointment to your current unclassified (appointive) position, you will not be offered an opportunity to demote into a classified position in which you have held previous status.

One of the following options is available to you.

1. **Separation.**
2. **Sign separation agreement.**

You may elect to receive a separation payment and outplacement services from among three firms. A full description of the separation program and the outplacement services is included in the attachments. Please read the description of the separation program carefully and note that you must adhere to the respective time lines.

You have until on or before [REDACTED] to elect one of the above options provided to you. You will need to notify the Human Resources office of your selection within this time frame by completing and submitting the required form(s) as appropriate for your selection. If you decide to accept the separation program, please contact [REDACTED] in Human Resources at [REDACTED] to assist you in completing the General Agreement and Release form.

The Benefits Office, if necessary, will be notified of your decision. A benefits representative will be available to answer your questions regarding benefits.

The City of Tacoma's Employee Assistance Program (EAP) is available to assist you. If you would like to take advantage of this confidential counseling service, you are encouraged to contact the EAP at 1-800-523-5668 or [www.magellanassist.com](http://www.magellanassist.com) through December 31, 2005.

Beginning January 1, 2006 the EAP's new contact information is 1-800-777-4114 or [www.firstchoiceeap.com](http://www.firstchoiceeap.com).

Upon your separation of employment with the City, you may also want to contact your local State of Washington Employment Security Office to determine whether or not you are eligible for unemployment compensation benefits.

If you choose not to accept the separation with separation payment, you will be eligible to apply for any open City of Tacoma positions. Please visit [www.cityoftacoma.org/jobs](http://www.cityoftacoma.org/jobs) or call the job line at (253)591-5795 to obtain information about job openings for which you may qualify.

Again, I regret that circumstances have resulted in this decision. I want to thank you for your contributions to the City of Tacoma and your Department. If you have any questions concerning this layoff process, please feel free to contact your immediate management and/or [REDACTED], the Human Resources Analyst for your department.

Sincerely,

[REDACTED]

[REDACTED]

Assistant Human Resources Director

Cc: [REDACTED] City Manager  
[REDACTED], Human Resources Director  
Personnel File  
Benefits

Enclosed list of resources and information:

1. Frequently Asked Questions
2. List of outplacement resources with no fee for services
3. Separation Program Description and Information
4. Separation Package & Outplacement Services Election Form
5. Revocation of General Agreement and Release Form
6. General Agreement and Release Form
7. Outplacement Services Information

I acknowledge receipt of this notice and listed enclosures provided to me on December 16, 2005.

Signature of [REDACTED]

Date [REDACTED]

**REVOCAION OF GENERAL AGREEMENT AND RELEASE**

Employee Name: (First, MI, Last): \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Employee Number: \_\_\_\_\_ Position Title: \_\_\_\_\_

I hereby revoke the General Agreement and Release previously signed by me and delivered to the Human Resources Office. I understand the effect of this revocation is that I will not receive the separation benefits provided under **Ordinance 27438**.

To be effective, this revocation must be received by the Human Resources Office not later than seven (7) **calendar** days after the date the General Agreement and Release is received by the Human Resources Office.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
\_\_\_\_\_

Received by the Human Resources Office this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_  
Human Resources Office

COPY

GENERAL AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE (Agreement), is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 200\_ by and between **Employee Name** who is an employee of the City Tacoma; and the City of Tacoma (the City), a municipal corporation, by and through its agent, \_\_\_\_\_ City Manager.

IN CONSIDERATION of the mutual promises set forth herein and of good and valuable consideration as allowed under **Ordinance 27438** the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. None of the parties admit any liability or wrongdoing whatsoever.
2. The City shall pay to **Employee Name** the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_.00) no later than two weeks after the date this Agreement becomes effective.
3. **Employee Name** shall separate from City Service on or before **position elimination date**.
4. **Employee Name** agrees to perform all steps required by the City's policies and procedures at the separation of his/her employment.
5. **Employee Name** shall not apply for or be eligible for employment with the City for a period not less than two years from the date of separation of service.
6. **Employee Name** shall not be eligible for engagement as an independent contractor to the City of Tacoma.
7. In order for the parties to comply with federal laws, **Employee Name** will be allowed extra time to contemplate this agreement as follows:
  - (a) **Employee Name** must return this Agreement with his/her signature, the date of signature and all initials no later than 5 p.m., on **(date)** which is 30 calendar days prior to the position elimination date of **(date)**. If **Employee Name** fails to do so by the identified date and time, this agreement shall be null and void.
  - (b) If **Employee Name** signs and returns this agreement, he/she may still revoke this agreement within seven calendar days. If **Employee Name** does revoke this agreement, this agreement shall be null and void.

8. **Employee Name** and any person or entity entitled to sue on employee's behalf, releases all rights, claims (including any right or claim to attorney's fees and costs), and cause of action occurring or arising before the effective date of this agreement against the city of Tacoma and its current and former employees, officers and agents, including but not limited to current and former employees, officers and agents with the **Department Name** department, all of every nature or kind, known or unknown, following from, arising out all of, or related to his/her employment and to his/her own actions relating to his/her employment with the City including, but not limited to, the following:

Rights pursuant to the Tacoma City Charter; Personnel Ordinances; Civil Service Rules and Regulations; bumping rights; seniority rights; contractual, implied contractual, statutory, contract, and tort claims; rights to continued contributions toward the City Employee's Retirement System after his retirement date; claims or allegations of wrongful discharge; and claims of discrimination and retaliation, including, but not limited to, rights arising under state and federal laws such as Title VII of the Civil Rights Act, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Washington Laws Against Discrimination, and any other federal, state, or local civil or human rights law, any Civil Service rules or regulations, or any other alleged violation of the law regarding employment or public policy in relation to employment, including any attorneys fees attached thereto.

However, nothing in this paragraph shall be construed to be a release of a valid workers' compensation or unemployment compensation claim. The parties agree that no representations whatsoever relating to workers' compensation or unemployment compensation have been made by the parties identified in this Agreement as to rights accruing or not accruing to **Employee Name** if he/she signs this Agreement or as to facts the City can rely upon in signing this Agreement.

9. Except as required by law, **Employee Name** expressly agrees that he/she shall not participate in, institute, or cause to be instituted, any action, lawsuit, or proceeding against the City of Tacoma and/or its current and former employees, officers and agents, as fully enumerated in the paragraph above, against the City, or any employee, officer, or agent thereof, which relates to, or arises out of, any claim, right, or cause of action occurring before the date **Employee Name** signs this Agreement of any kind, known or unknown, arising out of or related to his/her employment with the City of Tacoma or his/her actions related to his/her employment with the City, in any manner whatsoever, and will pay the City's costs, including reasonable attorney's fees, in the event that such an action is brought. However, nothing in this paragraph shall be construed to prevent **Employee Name** from cooperating with any state or federal

agency after he/she is contacted thereby, even though the parties agree herein that **Employee Name** shall assign to the City any personal benefit, including but not limited to money and other rights, from any agency action immediately upon the issuance of an award of any such benefit. Further, this provision will not prohibit either party from taking such steps as necessary to enforce the terms and conditions of this Agreement, including bringing a lawsuit in Pierce County Superior Court

10. This Agreement shall be construed and governed in all respects by the laws of the State of Washington. Venue shall be deemed proper in Pierce County Superior Court.
11. This Agreement and Release contains the entire agreement between the parties regarding the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, and successors and assigns of each. The City and **Employee Name** consider each provision of this Agreement material, and any breach of a provision by **Employee Name** or the City shall be considered a breach of this Agreement for which full restitution shall be required as to obligations executed under any paragraph of the Agreement by **Employee Name**.
12. If any part, provision, paragraph, sentence, clause, phrase, or word in this Agreement shall be stricken, or be found by any legal tribunal to be null and void or of no effect, each and every other part, provision, paragraph, sentence, clause, phrase, or word in this Agreement shall remain in force and of full effect.

I RECEIVED THIS AGREEMENT AND RELEASE ON \_\_\_\_\_.

(initials) \_\_\_\_\_

I UNDERSTAND THAT I MAY CONSIDER WHETHER TO SIGN THIS AGREEMENT FOR A PERIOD OF TWENTY-ONE (21) DAYS. CONSEQUENTLY, I SHALL RETURN THIS DOCUMENT TO THE HUMAN RESOURCES DIRECTOR OF THE CITY OF TACOMA NO LATER THAN (DATE) , PRIOR TO 5 P.M.

(initials) \_\_\_\_\_

IF I SIGN THE RELEASE BEFORE THE EXPIRATION OF THIS PERIOD, I HAVE DONE SO VOLUNTARILY AND WAIVE THE RIGHT TO THE BALANCE OF THE CONSIDERATION PERIOD.

(initials) \_\_\_\_\_

I AM ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT AND RELEASE.

(initials) \_\_\_\_\_

I UNDERSTAND THAT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING MY EXECUTION OF THIS AGREEMENT AND RELEASE, I MAY REVOKE THE AGREEMENT AND RELEASE. THIS AGREEMENT AND RELEASE SHALL NOT BECOME ENFORCEABLE OR EFFECTIVE UNTIL THIS REVOCATION PERIOD HAS EXPIRED.

(initials) \_\_\_\_\_

I FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT AND THAT IT CONTAINS AN IRREVOCABLE, UNCONDITIONAL, GENERAL, AND VOLUNTARY RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AGAINST THE CITY OF TACOMA AND ITS CURRENT AND FORMER EMPLOYEES, OFFICERS AND AGENTS, RELATING TO, OR ARISING OUT OF MY EMPLOYMENT WITH THE CITY OF TACOMA AND MY ACTIONS RELATING TO MY EMPLOYMENT WITH THE CITY OF TACOMA IN EXCHANGE FOR THE OBLIGATIONS OF THE CITY AS STATED HEREIN.

(initials) \_\_\_\_\_

I HAVE RECEIVED ALL OF THE INFORMATION REQUIRED TO BE DISCLOSED IN THESE CIRCUMSTANCES UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT REGARDING WHO IS COVERED BY THE SEPARATION PROGRAM, THE ELIGIBILITY FACTORS, THE TIME LIMITS OF THE PROGRAM, THE AGES AND JOB TITLES OF EVERYONE ELIGIBLE FOR THE PROGRAM, AND THE AGES OF INELIGIBLE EMPLOYEES IN THE SAME JOB CLASSIFICATION OR ORGANIZATIONAL UNIT.

(initials) \_\_\_\_\_

I AM SIGNING THIS AGREEMENT AND RELEASE KNOWINGLY AND VOLUNTARILY AND HAVE SECURED ALL ADVICE, LEGAL OR OTHERWISE, WHICH I REQUIRE.

(initials) \_\_\_\_\_

\_\_\_\_\_  
Employee Name & date

\_\_\_\_\_  
City Manager & date

\_\_\_\_\_  
Union Representative & date  
(If applicable)

**COPY**

Approved:

  
City Attorney

\_\_\_\_\_  
Human Resource Director