

**POLICY NUMBER:**

APM- 1- 86

DATE:

March 24, 1997

ISSUED BY:

**Edward Marquez**  
City Manager

# CITY OF MIAMI



## ADMINISTRATIVE POLICY

REVISIONS

REVISED SECTION  
Created  
Revised

DATE OF REVISION  
01/29/86  
03/24/97

**SUBJECT:**

**SEVERANCE POLICY**

**PURPOSE:** To provide an official policy relating to employment severance of unclassified service personnel appointed by the City Manager to positions holding executive status.

Effective this date, this administrative policy supersedes all previous directives on this subject.

**The Policy will be as Follows:**

- I When an unclassified service employee who is appointed by the City Manager to a position holding executive status is separated from the City's service for reasons unrelated to misfeasance, nonfeasance, malfeasance, voluntary resignation, or retirement, the City Manager may, at his/her sole discretion, grant severance considerations to the employee as follows:
  - A When granted by the City Manager, severance pay or leave shall be determined by length of service not to exceed the following schedule:
 

1. Under 12 months of service	None
2. 12 months to 24 months	Up to a maximum of 15 working days' salary.
3. Greater than 24 months to 72 months of service	Up to a maximum of ten working days' salary for each full year of service, not to exceed 60 working days' salary.
4. More than 72 months of service	For each full year of service in excess six years, up to a maximum of five working days' of salary, not to exceed 100 working days' salary
  - B The severance period granted is inclusive of holidays. The City Manager, in his/her discretion, may grant less than the maximum days allowed.
  - C At the City Manager's discretion, eligible employees may elect to be recorded as being on administrative leave with pay for the period of severance time granted, not to exceed 100 working days, to enable such employees to assert an employment status to prospective employers or eligible employees may elect payment of the granted severance time in cash.
  - D The election of severance time in cash shall preclude the employee from being recorded as being on administrative leave and employment with the City shall cease upon conclusion of the period of time provided for consideration as stated in the Acknowledgment, Waiver and Release

Agreement. Selection of administrative leave by eligible employees shall be inclusive of the period of time provided for consideration as stated in the Acknowledgment, Waiver and Release Agreement.

- E Eligible employees granted severance benefits, who elect to be carried on administrative leave for the severance time, may continue participation in their health insurance plan at full cost to the employee for the period of time on severance leave not to exceed beyond the month through which the severance leave was granted.
- II Receipt of the above-noted consideration is contingent upon the effected employee's execution of the document furnished to the employee by the Labor Relations Officer, entitled Acknowledgment, Waiver and Release Agreement and returning said document, fully executed, to the Labor Relations Office within the requested time.
- III Should the City Manager, in his discretion, wish to exceed the policy pay out provisions, he shall review the proposed variation of this policy with the City Commission. The City Commission will approve or disapprove the requested variance to the policy.
- IV All unclassified employees, regardless of whether they are granted severance considerations as enumerated in items 1-3 above, are entitled to payment for unused vacation and sick leave consistent with City policy for Civil Service employees.

ACKNOWLEDGMENT, WAIVER, AND RELEASE AGREEMENT

The undersigned, \_\_\_\_\_, hereby acknowledge that my employment with the City of Miami (hereinafter referred to as the "City") will be terminated by submission of my written resignation, effective \_\_\_\_\_. In exchange for my voluntary resignation and the execution of this Acknowledgment, Waiver and Release Agreement (the "Agreement") I have agreed to accept discretionary severance benefits from the City as provided in a letter to me from \_\_\_\_\_, Director, Department of Employee Relations, dated \_\_\_\_\_, (Exhibit A attached hereto and incorporated herein).

NOW THEREFORE, in consideration of the premises, the undersigned understands and agrees as follows:

1. I hereby release and discharge the City, and any of its elected officials, agents, officers, or employees from all claims, liabilities, demands and causes known or unknown, fixed or contingent, which I may have, or claim to have, against the City and any of its agents, officers, elected officials or employees, as a result of the curtailment of my employment, or arising during the course and scope of my employment, and I do hereby covenant not to file a lawsuit or pursue any administrative process to assist such claims except as specified below. This release and discharge includes, but is not limited to, lawsuits arising under Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000E, et seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act of 1967 (29 U.S.C. §621, et seq.);

the Older Workers Benefit Protection Act (29 U.S.C. §626(f)(1)(B)(F)(G); any other federal, state or local laws prohibiting employment discrimination; and any other legal restrictions on the City's rights with respect to employment termination.

2. In the event that I initiate any lawsuit regarding, or arising from, my employment with the City, I understand that I will immediately forfeit any right that I may have to the severance package.

In such event, I will repay to the City all benefits I received as part of my severance package described in Exhibit A within 30 days of filing any such lawsuit.

3. I do not waive any rights or claims that may arise out of events occurring after the date on which this Agreement is executed.

4. The termination of my employment by my written resignation shall be the complete, final and irrevocable relinquishment by me of any and all rights to, or arising from, employment with the City except as provided herein.

5. I may file a charge of age discrimination or any other employment discrimination with the Equal Employment Opportunity Commission (hereinafter referred to as the "EEOC") or any other comparable agency against the City and participate in an investigation or proceeding conducted by the EEOC or other comparable agency. Should such a discrimination charge be filed by me or on my behalf, I hereby release, waive, and discharge any right that I may have to file a lawsuit asserting any such charge or to recover in any lawsuit filed by me or on my behalf by the EEOC or any other comparable enforcement authority.

6. I may pursue any claim for unemployment compensation which may be provided for in Chapter 443, Florida Statutes.

7. I may pursue any claims for worker's compensation that may be provided for in Chapter 440, Florida Statutes, and that the City likewise may pursue any defense regarding such claim.

8. I further acknowledge and affirm that prior to executing this Acknowledgment, Waiver and Release Agreement, which includes the attached schedule of benefits, the resignation date of \_\_\_\_\_, includes 21 days to consider this matter, and I was advised in writing by the City's Department of Employee Relations, to consult with an attorney of my choosing.

9. I further acknowledge and affirm that I have been advised by the City's Department of Employee Relations that, following the execution of this Acknowledgment, Waiver and Release Agreement, which includes the attached schedule of benefits, that there will be a revocation period of eight (8) days during which I may revoke this Acknowledgment, Waiver and Release Agreement, and that this Acknowledgment, Waiver and Release Agreement, including the attached schedule of benefits, shall not become effective or enforceable until the eight-day revocation period has expired.

10. I further acknowledge and affirm that I have read this Acknowledgment, Waiver and Release Agreement, including the attached schedule of benefits, and that I fully understand its provisions.

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE) SS:

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me personally  
appeared \_\_\_\_\_, known to me to be the person who executed the  
foregoing Acknowledgment, Waiver And Release Agreement and acknowledge that  
he/she executed as his/her free act and deed.

SIGNATURE \_\_\_\_\_

PRINT \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires:

\_\_\_\_\_

## **NOTICE TO CONSULT WITH AN ATTORNEY**

You are hereby given notice that in your consideration of entering into the attached Acknowledgment, Waiver and Release Agreement, which includes the attached Schedule of Benefits, you should consult with an attorney of your choice. Consultation with an attorney should take place prior to execution of the Acknowledgment, Waiver and Release Agreement.

You are further notified that upon execution of the Acknowledgment, Waiver and Release Agreement, you may revoke the Acknowledgment, Waiver and Release Agreement for a period of eight days. The Acknowledgment, Waiver and Release Agreement, including the attached Schedule of Benefits, shall not become effective or enforceable until the eight-day revocation period has expired.

## INSTRUCTIONS ON SEVERANCE POLICY

- Initial Documents to be Given to Individual:
  - 1) Copy of APM-1-86
  - 2) Release Agreement
  - 3) Schedule of Benefits (worksheet)
  - 4) Notice to Consult with Attorney
  
- Documents to be Given to Individual Upon Signature:
  - 1) Copy of signed Release Agreement
  - 2) Copy of updated Schedule of Benefits (worksheet)
  - 3) \$1 Consideration, copy of receipt
  - 4) Copy of Personnel Action Form
  - 5) Copy of Property Release Form
  - 6) Copy of Payment Selection

### NOTES:

- \$1 consideration comes out of petty cash
  
- During 22 day consideration period employee to be carried on administrative leave "AL"  
(calendar days)