

City of Miami



Administrative Policy Manual

APM 1-86: Severance Policy

Purpose To provide an official policy by which the City of Miami may provide severance pay to unclassified personnel appointed by the City Manager to positions holding executive status. This administrative policy supersedes all previous directives on this subject.

Policy The City Manager may, in his/her own discretion, grant severance considerations to unclassified employees holding executive status upon the City's termination of said employees' employment. Severance considerations shall not be given in the following circumstances:

1. The employee exercises voluntary resignation; or
2. The employee exercises retirement; or
3. The termination is for cause, including malfeasance, nonfeasance, or misfeasance.

Calculation of Severance Pay or Leave 1. Severance pay or leave shall be determined based upon the employee's length of service but shall not exceed the following schedule:

Length of Service	Severance
Under 12 months	None
12 months to 24 months	Up to a maximum of 15 working days' salary.
Greater than 24 months to 72 months	Up to a maximum of ten working days' salary for each full year of service, not to exceed 60 working days' salary.
Greater than 72 months	Up to a maximum of five working days' salary, not to exceed 100 working days' salary.

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Calculation of Severance Pay or Leave
(continued)

2. The severance period granted is inclusive of holidays. The City Manager may, in his/her sole discretion, grant less severance than the maximum days allowed.
3. With the City Manager's agreement, eligible employees may elect to be recorded as being on administrative leave with pay for the period of severance time granted, which shall not exceed 100 working days. Selection of administrative leave by eligible employees shall be inclusive of the period of time provided for consideration as stated in the Acknowledgement, Waiver and Release Agreement.
4. Eligible employees not electing the administrative leave option shall receive cash payment of granted severance time and in doing so shall be precluded from being carried on administrative leave. Employment shall cease upon the conclusion of the period of time provided for consideration as stated in the Acknowledgement, Waiver and Release Agreement.
5. 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.

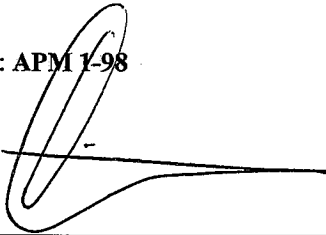
Contingency

Receipt of severance consideration for eligible employees is contingent upon the affected employee's execution of the Acknowledgement, Waiver and Release Agreement and return of the executed document to the Department of Employee Relations.

Additional Severance

Should the City Manager wish to exceed the policy pay-out provisions contained in this APM, he/she shall review the proposed variations from this APM with the City Commission and shall obtain City Commission approval prior to proceeding with said variations.

Policy Number: **APM 1-98**
Date:

Issued By: 

Carlos A. Migoya
City Manager

REVISIONS

<u>REVISED SECTION</u>	<u>DATE OF REVISION</u>
Created	01/29/1986
Revised	03/24/1997
Revised	09/2010

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ACKNOWLEDGEMENT, WAIVER, AND RELEASE AGREEMENT

The undersigned, _____, hereby acknowledges that my employment with the City of Miami (“City”) will be terminated by submission of my written resignation, effective _____. In exchange for my resignation and the execution of this Acknowledgement, Waiver, and Release Agreement (“Agreement”), I have agreed to accept discretionary severance benefits from the City as provided to me in the Schedule of Benefits by the Department of Employee Relations, dated _____, (Exhibit A attached hereto and incorporated herein).

NOW THEREFORE, in consideration of the promises, 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 such lawsuit.

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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 ("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 Agreement, which includes the attached schedule of benefits; I was given 21 days to consider this matter, and was advised in writing by the City's Department of Employee Relations, to consult with an attorney.

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9. I further acknowledge and affirm that I have been advised by the City's Department of Employee Relations that, following execution of this Agreement, which included the attached schedule of benefits, that there will be a revocation period of eight (8) days during which I may revoke this Agreement, and that this 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 Agreement, including the attached schedule of benefits, and that I fully understand its provisions.

Signature

Print

Date

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STATE OF FLORIDA)
MIAMI-DADE COUNTY) SS:

On this _____ day of _____, 20____, before me personally appeared _____, known to me to be the person who executed the foregoing Agreement and acknowledged that he/she executed it as his/her free act and deed.

SIGNATURE _____

PRINT _____

NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires: _____

WAIVER AND RELEASE

I, _____, hereby waive my right to the eight-day period as described in Paragraph 9 of this Agreement, executed by me on _____, 20____.

I further acknowledge and affirm that prior to executing this Waiver, I was advised to consult with an attorney, and I hereby waive that right.

Sign: _____

Print: _____

Date: _____