

CITY OF MARGATE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING EMPLOYMENT BENEFITS AND SALARIES FOR EMPLOYEES APPOINTED BY THE CITY COMMISSION; PROVIDING FOR AMENDMENT AND EXECUTION OF EMPLOYMENT CONTRACTS; PROVIDING FOR EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, approves Employment Benefits and Salaries for employees appointed by the City Commission as provided for in the attached Exhibit "A".

SECTION 2: That the City Commission of the City of Margate, Florida authorizes the City Administration to amend all applicable employment contracts to implement the intent of this Resolution.

SECTION 3: That the City Commission of the City of Margate, Florida authorizes the Mayor to execute the amended employment contracts on behalf of the City.

SECTION 4: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS _____ DAY OF _____, 2024.

ATTEST:

JENNIFER M. JOHNSON
CITY CLERK

MAYOR TOMMY RUZZANO

Resolution _____

RECORD OF VOTE

Caggiano	_____
Simone	_____
Arserio	_____
Schwartz	_____
Ruzzano	_____

EXHIBIT "A"

EMPLOYMENT BENEFITS AND SALARIES FOR CITY OF MARGATE EMPLOYEES APPOINTED BY THE CITY COMMISSION

Employment benefits and salaries for City of Margate employees appointed by the City Commission (i.e. City Manager, Assistant City Manager, City Clerk, Police Chief, and Fire Chief) shall be as follows:

- A. Sick Leave. The Employee shall be credited one hundred twenty (120) hours of sick leave on October 1st of each year of this agreement. Upon resignation or separation, Employer shall pay out 100% of sick leave time at the Employee's current base hourly rate of pay.

- B. Annual Leave. The Employee shall be credited two hundred (200) hours of annual leave on October 1st of each year of this Agreement. At the end of the City's Fiscal Year (September 30th), annual leave accrual may not exceed six hundred and sixty (660) hours. All accumulated Annual Leave hours that exceed the cap on September 30 of each year shall be paid to Employee in a single lump sum payment based on Employee's then current base hourly rate of pay. Upon resignation or separation, Employer shall pay out 100% of annual leave time at the current rate.

- C. Personal Leave. The Employee may voluntarily convert unused sick leave hours to personal leave hours consistent with the provisions provided to other Department Heads. Upon resignation or separation, Employer shall pay out 100% of unused accumulated personal leave time at the current rate.

- D. Administrative Leave. The Employee shall be credited forty (40) hours of administrative leave on October 1st of each year of this Agreement. Administrative Leave shall be on a "use or lose basis" basis. All unused Administrative Leave will be forfeited on September 30th of each year of this Agreement.

- E. Severance. In the event Employee is removed or discharged by the Commission, City shall afford the Employee all normal retirement benefits due to the Employee at the time of separation. If the Employee is removed or discharged by the City Commission, City agrees to pay Employee severance pay in an amount equal to twenty (20) weeks gross salary as determined by the Employee's then current base hourly rate of pay. If the Employee is removed or discharged due to misconduct as defined in Section 443.036(29), Florida Statutes, the City shall not pay any severance pay. The disbursement of said cash out shall be, at the sole discretion and determination of the Employee, made via either a lump sum settlement that shall be payable in a single installment due and payable to Employee within one (1) normal pay period of termination, or a deferred installment schedule of up to six (6) months, as selected by Employee. The dollar value of the severance payment shall be subject to applicable Federal withholding tax and Social Security tax deductions. As consideration for such payment, Employee shall, prior to receipt thereof, execute and deliver to Employer a general release of Employer and its Commission members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time of execution of this agreement until the date of release. Said release to be prepared by an attorney of the Commission's choosing.

- F. The Assistant City Manager, City Clerk, and Fire Chief shall receive a one-time ten percent (10%) base salary adjustment.

- G. CRA Stipends shall be incorporated into City Manager and Assistant City Manager base salary.
- H. All other terms and conditions of the employment agreements remain.