



**Office of the City Attorney**

**Phone: 334-5011/Fax 334-2229  
Box 46**

RECEIVED JAN 23 2018

**TO:** Lauren Poe, Mayor **DATE:** January 23, 2018  
**FROM:** Stephanie Marchman, Senior Assistant City Attorney *SM*  
**CC:** Eugenia Allen-Mercado, Human Resources Director  
**SUBJECT:** Amendments to Charter Officer Employment Agreements to Increase the PTO Carryover Cap to 560

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At its meeting on January 4, 2018, the City Commission authorized the Mayor to negotiate and execute amendments to the Charter Officer employment agreements to increase the PTO carryover cap from 372 hours to 560 hours.

Presently, the City Manager and Clerk of the Commission employment agreements contain the 560-hour carryover cap. In addition, the Equal Employment Director recently resigned and Bridget Lee is serving in that position in an interim capacity. Thus, there are three Charter Officers affected – General Manager Ed Bielarski, City Auditor Carlos Holt, and City Attorney Nicolle Shalley.

Please find attached draft amendments to the affected Charter Officers' employment agreements increasing their carryover cap to 560 hours. If you are agreeable to the amendments, please present them to the appropriate Charter Officers and obtain their signatures if they are also amenable to the amendments. One original fully signed amendment for each affected Charter Officer should be returned to the Human Resources Department for inclusion in the Charter Officers' personnel files. The second original fully signed amendment should be provided to the affected Charter Officers for their records.

If you should have any questions, please contact me or my legal assistant, Lisa Allen, at 352.334.5011. Thank you.

Attachments

**First Amendment to Employment Agreement**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Gainesville, Florida, hereafter also called “CITY,” and Edward J. Bielarski, hereafter also called the “GENERAL MANAGER”, both of whom understand as follows:

**WITNESSETH:**

**WHEREAS**, the City and General Manager have heretofore entered into an Employment Agreement dated May 24, 2015 (hereinafter referred to as the “Employment Agreement”); and

**WHEREAS**, the City wishes to provide its Charter Officers with a PTO carryover cap consistent with the duties of their positions;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1.** Section 3(D) of the Employment Agreement is amended in its entirety to read as follows:


D. The General Manager shall be entitled to the rights described in Human Resources Policy Number L-3 except as modified as follows. The General Manager shall accrue PTO at the rate of 10 hours 28 minutes per pay period or the rate of accrual per pay period applicable to the General Manager’s leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 560 hours, adjusted as otherwise provided in Policy L-3. The General Manager is not eligible to earn administrative leave.

Upon termination of employment, unused and accrued PCLB is forfeited and not compensable under any circumstances unless otherwise generally allowed for management employees of the City hired on the General Manager’s leave progression date.


**Section 2.** Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full force and effect and shall govern and control the terms, conditions and provisions of this First Amendment.

**IN WITNESS WHEREOF**, the City has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested to by its Clerk of the Commission, and the General Manager has signed and executed this First Amendment, both in duplicate and on the respective dates under each signature.

ATTEST:

  
\_\_\_\_\_  
OMICHELE D. GAINNEY  
CLERK OF THE COMMISSION  
Dated: 1-26-2018

CITY OF GAINESVILLE

  
\_\_\_\_\_  
LAUREN POE, MAYOR  
Dated: Jan. 25, 2018

  
\_\_\_\_\_  
EDWARD J. BIELARSKI  
GENERAL MANAGER  
Dated: 1-30-2018

**First Amendment to Employment Agreement**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Gainesville, Florida, hereafter also called “CITY,” and Edward J. Bielarski, hereafter also called the “GENERAL MANAGER”, both of whom understand as follows:

**WITNESSETH:**

**WHEREAS**, the City and General Manager have heretofore entered into an Employment Agreement dated May 24, 2015 (hereinafter referred to as the “Employment Agreement”); and

**WHEREAS**, the City wishes to provide its Charter Officers with a PTO carryover cap consistent with the duties of their positions;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1.** Section 3(D) of the Employment Agreement is amended in its entirety to read as follows:


D. The General Manager shall be entitled to the rights described in Human Resources Policy Number L-3 except as modified as follows. The General Manager shall accrue PTO at the rate of 10 hours 28 minutes per pay period or the rate of accrual per pay period applicable to the General Manager’s leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 560 hours, adjusted as otherwise provided in Policy L-3. The General Manager is not eligible to earn administrative leave.

Upon termination of employment, unused and accrued PCLB is forfeited and not compensable under any circumstances unless otherwise generally allowed for management employees of the City hired on the General Manager’s leave progression date.


**Section 2.** Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full force and effect and shall govern and control the terms, conditions and provisions of this First Amendment.

**IN WITNESS WHEREOF**, the City has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested to by its Clerk of the Commission, and the General Manager has signed and executed this First Amendment, both in duplicate and on the respective dates under each signature.

ATTEST:

  
\_\_\_\_\_  
OMICHELE D. GAINEY  
CLERK OF THE COMMISSION  
Dated: 1-25-2018

CITY OF GAINESVILLE

  
\_\_\_\_\_  
LAUREN POE, MAYOR  
Dated: Jan. 25, 2018

  
\_\_\_\_\_  
EDWARD J. BIELARSKI  
GENERAL MANAGER  
Dated: 1-30-2018

**First Amendment to Employment Agreement**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Gainesville, Florida, hereafter also called “CITY,” and Carlos Holt, hereafter also called the “CITY AUDITOR”, both of whom understand as follows:

**WITNESSETH:**

**WHEREAS**, the City and City Auditor have heretofore entered into an Employment Agreement dated March 19, 2015 (hereinafter referred to as the “Employment Agreement”); and

**WHEREAS**, the City wishes to provide its Charter Officers with a PTO carryover cap consistent with the duties of their positions;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1.** Section 3(D) of the Employment Agreement is amended in its entirety to read as follows:


D. The City Auditor shall be entitled to the rights described in Human Resources Policy Number L-3 except as modified as follows. The City Auditor shall accrue PTO at the rate of 10 hours 28 minutes per pay period or the rate of accrual per pay period applicable to the City Auditor’s leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 560 hours, adjusted as otherwise provided in Policy L-3. The City Auditor is not eligible to earn administrative leave.

Upon termination of employment, unused and accrued PCLB is forfeited and not compensable under any circumstances unless otherwise generally allowed for management employees of the City hired on the City Auditor’s leave progression date.


**Section 2.** Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full force and effect and shall govern and control the terms, conditions and provisions of this First Amendment.


**IN WITNESS WHEREOF**, the City has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested to by its Clerk of the Commission, and the City Auditor has signed and executed this First Amendment, both in duplicate and on the respective dates under each signature.

ATTEST:

  
\_\_\_\_\_  
OMICHELE D. GAINEY  
CLERK OF THE COMMISSION  
Dated: 1-26-2018

CITY OF GAINESVILLE

  
\_\_\_\_\_  
LAUREN POE, MAYOR  
Dated: Jan. 25, 2018

  
\_\_\_\_\_  
CARLOS HOLT  
CITY AUDITOR  
Dated: 1-29-2018

**First Amendment to Employment Agreement**

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**WITNESSETH:**

**WHEREAS**, the City and City Auditor have heretofore entered into an Employment Agreement dated March 19, 2015 (hereinafter referred to as the “Employment Agreement”); and

**WHEREAS**, the City wishes to provide its Charter Officers with a PTO carryover cap consistent with the duties of their positions;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1.** Section 3(D) of the Employment Agreement is amended in its entirety to read as follows:

D. The City Auditor shall be entitled to the rights described in Human Resources Policy Number L-3 except as modified as follows. The City Auditor shall accrue PTO at the rate of 10 hours 28 minutes per pay period or the rate of accrual per pay period applicable to the City Auditor’s leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 560 hours, adjusted as otherwise provided in Policy L-3. The City Auditor is not eligible to earn administrative leave.

Upon termination of employment, unused and accrued PCLB is forfeited and not compensable under any circumstances unless otherwise generally allowed for management employees of the City hired on the City Auditor’s leave progression date.



**Section 2.** Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full force and effect and shall govern and control the terms, conditions and provisions of this First Amendment.

**IN WITNESS WHEREOF**, the City has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested to by its Clerk of the Commission, and the City Auditor has signed and executed this First Amendment, both in duplicate and on the respective dates under each signature.

ATTEST:

CITY OF GAINESVILLE



OMICHELE D. GAINEY  
CLERK OF THE COMMISSION  
Dated: 1-26-2018



LAUREN POE, MAYOR  
Dated: Jan. 25, 2018



CARLOS HOLT  
CITY AUDITOR  
Dated: 1-29-2018

**First Amendment to Employment Agreement**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Gainesville, Florida, hereafter also called “CITY,” and Nicolle M. Shalley, hereafter also called the “CITY ATTORNEY”, both of whom understand as follows:

**WITNESSETH:**

**WHEREAS**, the City and City Attorney have heretofore entered into an Employment Agreement dated September 6, 2012 (hereinafter referred to as the “Employment Agreement”); and

**WHEREAS**, the City wishes to provide its Charter Officers with a PTO carryover cap consistent with the duties of their positions;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1.** Section 3(D) of the Employment Agreement is amended in its entirety to read as follows:

D. The City Attorney shall be entitled to the rights described in Human Resources Policy Number L-3 except as modified as follows. The City Attorney shall accrue PTO at the rate of 10 hours 28 minutes per pay period or the rate of accrual per pay period applicable to the City Attorney’s leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 560 hours, adjusted as otherwise provided in Policy L-3. The City Attorney is not eligible to earn administrative leave.

Upon termination of employment, unused and accrued PCLB is forfeited and not compensable under any circumstances, except pension credited service for PCLB unused and


accrued on or before September 30, 2012 if applicable, unless otherwise generally allowed for management employees of the City hired on the City Attorney's leave progression date.


**Section 2.** Except as hereinabove expressly modified, amended and changed, the terms, conditions and covenants of the Employment Agreement shall remain in full force and effect and shall govern and control the terms, conditions and provisions of this First Amendment.


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ATTEST:

CITY OF GAINESVILLE

  
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OMICHELE D. GAINEY  
CLERK OF THE COMMISSION  
Dated: 1-26-2018

  
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LAUREN POE, MAYOR  
Dated: Jan. 25, 2018

  
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NICOLLE M. SHALLEY  
CITY ATTORNEY  
Dated: 1-30-2018

**First Amendment to Employment Agreement**

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**WITNESSETH:**

**WHEREAS**, the City and City Attorney have heretofore entered into an Employment Agreement dated September 6, 2012 (hereinafter referred to as the “Employment Agreement”); and

**WHEREAS**, the City wishes to provide its Charter Officers with a PTO carryover cap consistent with the duties of their positions;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1.** Section 3(D) of the Employment Agreement is amended in its entirety to read as follows:

D. The City Attorney shall be entitled to the rights described in Human Resources Policy Number L-3 except as modified as follows. The City Attorney shall accrue PTO at the rate of 10 hours 28 minutes per pay period or the rate of accrual per pay period applicable to the City Attorney’s leave progression date, whichever is greater. The maximum number of PTO hours that can be accrued (carryover cap) is 560 hours, adjusted as otherwise provided in Policy L-3. The City Attorney is not eligible to earn administrative leave.

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**IN WITNESS WHEREOF**, the City has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested to by its Clerk of the Commission, and the City Attorney has signed and executed this First Amendment, both in duplicate and on the respective dates under each signature.

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CITY OF GAINESVILLE

  
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OMICHELE D. GAINEY  
CLERK OF THE COMMISSION  
Dated: 1-26-2018

  
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LAUREN POE, MAYOR  
Dated: Jan. 25, 2018

  
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NICOLLE M. SHALLEY  
CITY ATTORNEY  
Dated: 1-30-2018