

TOWN OF REDINGTON SHORES
BOARD OF COMMISSIONERS
SPECIAL MEETING
CONDUCTED VIA GO TO MEETING
APRIL 13, 2020 – 2:00 P.M.

ROLL CALL: Commissioner Drumm, Commissioner Blackburn, Commissioner Neal, Vice Mayor Robinson, Mayor Henderson, Attorney Denhardt

1. Building Inspector Position

Mayor Henderson began the discussion referring to the Commission Meeting on Wednesday, April 8th, where she mentioned that there was a drop in building department revenue. Further stating that she had compiled a worksheet that noted this drop in building permits and inspections over the past five (5) months. Mayor Henderson went on to state that the Board of Commissioners has a fiduciary responsibility to the residents of the town and that there is a drop of work to be done in the building department. Commissioner Neal stated he was approached by Mr. Joseph Walker, where Mr. Walker asked about the status of his job. Commissioner Neal stated he mentioned to him that his position would possibly be done away with and that he would probably not have a job. Commissioner Neal stated Mr. Walker would accept a small severance (to include eight (8) weeks of severance pay, along with his sick and vacation time) pay and walk away. Commissioner Neal stated that he spoke to Lisa Henderickson and Attorney Denhardt about this severance package, which at that time Mrs. Henderickson stated the maximum amount of severance pay was up to six (6) weeks. Commissioner Neal stated he received a motion from Attorney Denhardt to terminate Mr. Walker from the town. Commissioner Drumm sought clarification on if the meeting was to eliminate the position or if he was being terminated. Commissioner Neal stated it was to eliminate the position. Attorney Denhardt stated his understanding was that due to the lack of work in the building department the town was laying him off.

Commissioner Neal read the motion received by Attorney Denhardt about the idea of laying off Mr. Walker. Clarification was given to the Commission about the severance pay being in addition to receiving 30% of sick pay and his full vacation pay. Atty Denhardt stated that the motion that was prepared had a blank for the amount weeks Mr. Walker would receive for a severance pay. Attorney Denhardt mentioned that per the employee manual, any employee of the town has the right to receive their accrued vacation pay in full and a percentage of their accrued sick leave depending on how long they have been there and if they are vested. In this situation it would be 30% of his accrued sick leave. Therefore, if he is laid off, he will receive his accrued vacation pay in full and he receives 30% of his accrued sick leave hours. Vice Mayor Robinson asked about providing him a severance package and his ability to draw unemployment. Attorney Denhardt stated it may delay him receiving unemployment, but if it is a lump sum it may not.

Commissioner Drumm suggested giving Mr. Walker a lump sum that would be easier for the Town. Discussion ensued about giving a severance package, 30% sick leave, and his vacation pay. Attorney Denhardt spoke about the difference that was brought up about the payout for Mr. Steve Andrews versus Mr. Joseph Walker. The main difference between the two was that Mr. Andrews was working under an employment contract, whereas, Mr. Walker did not have an

employment contract. Further stating that by Statute you are limited six (6) weeks of severance pay. Attorney Denhardt stated his recommendation would be if any severance is given it be done as a lump sum all at once. Commissioner Blackburn spoke about her understanding of laying off having the ability to have a two-year return clause in it. Attorney Denhardt confirmed that if a person is laid off and in the two-year period you find you have work under that category they can be asked to come back, but if it is for a different category this was not necessarily true. Commissioner Neal asked if he signed a release would the two-year clause still be in play, which Attorney Denhardt stated that the pay out would only occur if the release was signed.

Commissioner Blackburn spoke about Mr. Walker being on probation with his licenses. Further stating she could not get ahold of DBPR for more information regarding the probation. Attorney Denhardt reminded the Commission that the idea of laying off is because of the lack of work. Commissioner Blackburn stated her concern of paying Mr. Walker the sick leave.

Discussion took place about the amount of sick leave pay Mr. Walker would receive. Commissioner Drumm stated it would be about \$5,800.00 for six weeks. Commissioner Neal motioned to lay off Building Inspector Walker and give him six (6) weeks' severance pay, plus his sick leave and vacation pay for a release stating there is no repercussions. Attorney Denhardt stated the commission has to give him his vacation pay and the 30% accrued sick leave. Attorney Denhardt mentioned that if he is to be laid off the only thing that would need to be decided is if the severance package is for two, four, or six weeks. Further stating that its suggested this be contingent on the fact that Mr. Walker execute signing the release form in favor of the town. Vice Mayor Robinson seconded. Commissioner Drumm, asked a clarification question of the town laying off Mr. Walker and eliminating the position. Attorney Denhardt stated that the position would still be there, but the town would not be filling it for right now due to not having the need. Vice Mayor Robinson asked about when the decision would be effective, to which Commissioner Neal stated it would be immediate. Attorney Denhardt stated that unless stated otherwise by Commission it is generally immediate at the end of business day. Commissioner Drumm clarified that the payout would be six weeks lump sum, 30% sick leave, and his vacation, to which Mayor Henderson confirmed.

Roll: Commissioner Drumm, yes; Commissioner Blackburn, no; Commissioner Neal, yes; Vice Mayor Robinson, yes; Mayor Henderson, yes

Respectfully Submitted,

Sarah Mauter
Deputy Town Clerk

