AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Ratification of County Manager Signature; Gunnison County Human Resources Director Employment Agreement; Amy Sharkey; 1/20/14; $103,378

Action Requested: Motion

Parties to the Agreement: BOCC and Amy Sharkey

Term Begins: 1/20/2015 **Term Ends:** **Grant Contract #:**

Summary:
Employee Agreement; Amy Sharkey for Human Resources Director position.

Fiscal Impact: $103,378 base salary

Submitted by: B. Lucero for M. Birnie **Submitter's Email Address:** bshelton@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

The amount in this agreement is included in the 2015 budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/16/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 12/17/2014 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 12/18/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 1/13/2015 Follow Up Agenda Date:

Revised April 2013

GUNNISON COUNTY HUMAN RESOURCES DIRECTOR
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of December, 2014, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("County") and Amy Sharkey ("Employee").

1. Employment as Human Resources Director. The County agrees to employ Employee as the Human Resources Director, and Employee agrees to be employed as the Human Resources Director, pursuant to the terms and conditions of this Agreement beginning on January 20, 2015.

2. Duties. Employee shall serve at the pleasure of the County Manager, and under the direct supervision of the County Manager or his or her designee who shall have full authority to oversee the work of the Employee and to make employment decisions, including identification of tasks, allocation of time, discipline and termination. An illustrative list of representative duties is attached as Attachment A to this Agreement.

3. Personnel Policies and Procedures. Except as otherwise stipulated herein, the Personnel Policies and Procedures Manual of Gunnison County ("Personnel Policies") shall not apply to Employee.

4. Term. This agreement shall remain in full force in effect from January 20, 2014 until terminated by the Employer or Employee as provided in Section 11, 12, or 13 of this agreement.

5. Employee Benefits. During the period of employment, Employee shall be eligible for those benefits afforded full-time permanent Administrative Personnel of Gunnison County.

a. Vacation. The Employee shall accrue vacation at 10 hours per month until such time as he/she would be eligible for increased accrual under Section 8 "Vacation" of the Gunnison County Personnel Policies or any future amendments thereto. Accruals will be allowed up to 336 hours, the maximum accrual limit under County policy.

b. Sick Leave. The Employee shall begin employment with a balance of 40 hours and shall accrue sick leave of 8 hours per month of employment. If, and only if, there is a voluntary resignation by Employee, Employee shall receive payment for accumulated sick leave up to a maximum of one-third

of 720 hours (720 x .333).

c. Executive Leave. Employee shall have 5 days (40 hours) of Executive Leave for calendar year 2015. Executive leave shall not accrue beyond 2015, nor shall it result in a payout at termination or retirement. Employee's use of such leave shall be documented in writing.

d. Retirement. As per County policy.

e. Cell Phone Reimbursement. Employee shall be eligible for a $75.00 per month cell phone reimbursement.

f. Employee shall be afforded access to all Health and Welfare benefits as per County policy.

g. Employee shall receive the benefit of all paid County Holidays as set by the Board of County Commissioners.

6. Compensation. During the period of employment, the County agrees to pay Employee for his/her services a base salary of One-hundred Three-thousand Three-hundred Seventy-eight Dollars and no cents ($103,378.00). The parties specifically agree that for purposes of establishing Employee's compensation and any future adjustments to the same, the provisions of Section 4-2 "Classification System" of the Personnel Policies, and any subsequent amendments thereto, are applicable to Employee. To that end, Employee agrees that his/her starting pay is based on a pay grade of 42, step 11 for her duties as the Human Resources Director.

7. Market Wage Adjustments. Employee shall receive the same market wage adjustments as those afforded other top salaried tier County employees.

8. Performance Evaluation. The County Manager or his or her designee shall be responsible for reviewing and evaluating the performance of Employee annually.

9. Hours of Work. It is agreed by both parties that Employee is a professional hired to perform the duties specified and such other duties consistent with the job status, and that performance of these duties will at times require absence from the office, attendance at night meetings and work in excess of forty (40) hours per week. Employee shall not be eligible for wages greater than that identified in this Agreement regardless of the number of hours worked each week. To that end, Employee is free to organize her work schedule in such a fashion as to accommodate his workload, but shall normally be

present during the County's business hours.

10. Employee's Responsibilities.

a. Outside Employment. The Employee agrees to abide by the County's policies on Outside Employment and ensure that any such employment does not present a conflict of interest with the proper discharge of the Employee's duties to the County. Outside employment should be discussed with the County Manager to determine if it creates such a conflict.

b. Ethical Responsibilities. Employee shall at all times observe and comply with all ethical and professional standards and all other obligations imposed by constitution, statute or other provision of law and shall at all times conduct Employee's affairs in such a manner as to avoid a conflict of interest and in accordance with the duties and responsibilities outlined by the Board. Employee shall at all times during the period of employment, other than as expressly allowed herein, devote Employee's time, attention, knowledge and skills solely to the interests of the County.

c. Status as Employee. It is the intention of County and the Employee that the Employee shall be a public employee and entitled to all of the protection and benefits of a public employee of Gunnison County pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*

11. Termination of Employment by County Manger.

a. Employment at Will. The employment relationship between Employee and the County is terminable at the will of the County Manager at any time during the period of employment and nothing in this Agreement shall be interpreted or construed to prevent, limit or otherwise interfere with the right of the County Manager to terminate the employment relationship at any time for any reason.

b. Severance Pay. If the employment relationship is terminated by the County Manager at any time during the period of employment and Employee is ready, willing and able to continue to perform the duties of Human Resources Director, the County shall provide Employee severance pay in the amount equal to three months base pay, plus benefits, at the rate of his/her pay and benefits at the time of termination, or the rate of his/her

average base pay for the preceding twenty-four (24) month period, whichever is greater.

12. Termination by Resignation by Employee. During the period of employment, Employee may, at any time following thirty (30) days written notice to the County, resign from employment with the County and terminate this Agreement. If Employee resigns from employment with the County, severance pay provisions of this Agreement shall not apply.

13. Termination of Agreement for Disability of Employee. If Employee becomes permanently disabled or is prevented by accident, sickness, injury, or other mental or physical incapacity from performing the essential functions of the Human Resources Director position, and/or accommodation of the disability or incapacity would impose undue hardship on the County, the County may terminate the employment relationship, and provide severance pay to employee pursuant to Section 11b of this Agreement.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Employee and supersedes any and all negotiations relating to the subject matter hereof. It is expressly understood and agreed that in the event of any dispute between the County and Employee arising under this Agreement, Colorado law shall control to the extent that it is not superseded by any applicable federal law.

IN WITNESS WHEREOF, the County and Employee have executed this Agreement as of the day and date as first set forth above.

EMPLOYEE

Matthew Birnie, County Manager
For Board Of County Commissioners
Of The County Of Gunnison, Colorado

Amy Sharkey
Human Resources Director

GUNNISON COUNTY SEAL COLORADO

ATTEST:

Deputy County Clerk

ATTACHMENT A

POSITION DESCRIPTION

Position Title: Human Resources Director

Department: Administration

Date: December 2006

GENERAL PURPOSE

Performs routine, mid-level and professional duties in coordinating personnel functions of the County.

SUPERVISION RECEIVED

Works under the general direction of the County Manager.

SUPERVISION EXERCISED

Generally none.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Plans, organizes and coordinates Personnel functions.

Administers the County's Classification and Compensation plan, including creating and/or maintaining job descriptions and job titles for each County position; conducting market research; analyzing and compiling statistical summaries and making recommendations for market increase/salary range adjustments; maintaining salary range structure and job classification listing; enforcing classification/compensation plan policies; participating in the Classification/ Compensation Committee; performing job audits; monitoring employee status and maintaining employee compensation records.

Manages the Partially Self-funded County Employee Insurance Plan for medical, dental and RX. Puts out RFPs and/or receives quotes from re-insurers; supplies carriers with status and disclosure information; obtains stop-loss bids; does research; projects annual plan costs: including specific stop-loss deductibles, aggregate attachment point minimums and administrative fees; determines premiums and projects revenue and expense budgets; makes recommendations and finalizes contracts. Participates in design, creation, review and maintenance of Plan document and Summary Plan Description document. Monitors claims payment and administration of the plan. Coordinates with broker, TPA, Prescription card administrator, and PPO Network administrators. Conducts employee meetings, coordinates annual enrollment and does problem solving. Evaluates fund solvency and determines necessary changes.

Administers the County's additional fringe benefit programs including vision insurance, term life insurance, supplemental life insurance; AFLAC supplemental insurance policies, Allied Insurance policies; retirement programs: mandatory pick-up, deferred, voluntary and self-direction; Section

125 cafeteria plan: premium accounts, medical spending accounts and childcare accounts; health club memberships, credit union memberships and unemployment compensation benefits.

Researches, compiles and analyzes information regarding benefit options. Makes recommendations and finalizes contracts with benefit providers. Serves as contact person for all agencies involved in providing benefit programs. Responds to inquiries and problems employees may have regarding fringe benefit programs.

Oversees workers' compensation insurance benefits; processes claims and monitors progress, payments, and reimbursements; assures compliance with FMLA, State law and County policies. Participates in personnel issues regarding leave without County compensation, return to work and modified duty. Performs all analyses necessary to complete the annual workers' compensation payroll audit.

Researches State and Federal employment law and makes recommendations to assure compliance. Answers questions on policy, procedure, and employment law from department heads and employees. Advises department heads/supervisors to assure compliance with County policies/procedures and State and Federal laws/regulations effecting employment such as: Fair Labor Standards Act, ADA, EEOC, Family Medical Leave Act, COBRA, Social Security Administration; Internal Revenue Service; Immigration Reform and Control Act; Unemployment Insurance benefits and Workers' Compensation benefits.

Monitors, revises and updates the County Personnel Policies; initiates the revision adoption process through the County Manager, Personnel Board and BOCC.

Participates in resolving personnel issues: grievances, internal investigations, terminations, risk management; protection of employee rights.

Remains knowledgeable regarding HIPAA policies and procedures. Monitors internal HIPAA compliance and maintains required records and forms for the County Privacy Officer.

Organizes and advises the Personnel Board.

Projects personnel costs for all County departments in the annual budget process and monitors budget compliance. Generates various salary/benefits projections and labor rates for grant applications, new position requests and reimbursement billings.

Processes and distributes monthly payroll for approximately 210 employees. Compiles and analyzes payroll data; reviews computations and creates various reports. Monitors accounting of labor distributions.

Calculates and prepares vouchers for payment of all monthly payroll liabilities; prepares monthly, quarterly and annual payroll reports. Collects information, prepares and distributes various county, state and federal reports.

Reconciles payroll; monitors payroll liability accounts; generates compensated absence accrual

liabilities; calculates and reconciles overhead allocations; processes and distributes W-2's annually. Reconciles to the general ledger.

Creates and reviews timesheets. Evaluates employee use of leave time benefits to insure compliance with County policies; evaluates overtime worked to insure compliance with the Fair Labor Standards Act. Maintains compensated absences records in accordance with GAAP and the Fair Labor Standards Act; coordinates and records sick leave transfers.

Assists with the recruitment and selection process. Advises department heads/elected officials on policies/procedures to assure compliance with County policies and ADA regulations; provides job opening notices for newspaper publication, internal and internet posting; responds to inquires regarding job openings, provides copies of job descriptions to interested applicants; accepts resumes. Participates in the applicant review, testing and interview process upon request. Completes reference checks; notifies unsuccessful applicants; assures completion of approval process.

Develops and oversees the employee/supervisors training program. Researches and identifies the needs of the departments. Schedules training sessions as appropriate.

Completes various surveys regarding employees' classification plan and compensation benefits.

Completes annual reports to the federal government concerning EEOC requirements and payroll distributions.

Gathers, interprets, and prepares data for various financial, statistical and operational reports.

Performs new employee orientations; completes all required employee separation processing, reporting and exit interviews.

Administers the County's central personnel records system; creates, distributes and reviews personnel action forms regarding hiring, promotion/demotion, reclassification, transfer, probation, merit increases or any other action that effects an employee's status. Ensures compliance with appropriate deadlines, budget authority, personnel policies and classification plan.

Assists in the preparation for the annual audit; reconciles due-to-from's, overhead, labor, tax and benefit liability accounts to the general ledger; creates journal entries to adjust to actual; books accrued payroll and accrued compensated absences; prepares all spreadsheet account analyses involving personnel costs. Answers questions from auditors and provides additional information and documentation as requested.

Responsible for preparing departmental budget requests for the Personnel Department and will be accountable for departmental expenditures.

Regularly makes independent decisions, based on knowledge and understanding of applicable regulations and practices.

PERIPHERAL DUTIES

May operate a vehicle on County business.

DESIRED MINIMUM QUALIFICATIONS

(A) Graduation from an accredited four-year college or university with a degree in human resource management, business or public administration, or a closely related field, and
(B) four (4) years of progressively responsible experience in a human resource position, or
(C) Any equivalent combination of education and experience that the County deems appropriate.

Necessary Knowledge, Skills and Abilities:

(A) Working knowledge of employment law and practices; a working knowledge of human resource management and payroll functions; working knowledge of governmental accounting theory, principles and practices;
(B) Ability to communicate effectively, orally and in writing;
(C) Ability to establish and maintain effective working relationships with employees, department heads and county officials;
(D) Ability to perform arithmetic computations and analyses accurately and quickly;
(E) Considerable knowledge and skill with office automation and computerized applications;
(F) Ability to work under pressure and/or frequent interruptions.

TOOLS AND EQUIPMENT USED

Personal computer, including word-processing, spreadsheet and data-based applications; printers; typewriter; copy machine; postage machine; fax machine; calculator and telephone system.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.