# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**AgendaTitle:**
Acknowledgment of County Manager Signature; Gunnison County Facilities and Grounds Director Employment Agreement; John Cattles; 2/11/2013

**Action Requested:** Motion

**Parties to the Agreement:** Gunnison County / John Cattles

**Term Begins:** 2/11/2013 **Term Ends:** **Grant Contract #:**

**Summary:**
Gunnison County Facilities and Grounds Director Employment Agreement; John Cattles; 2/11/2013

**Fiscal Impact:** $63,817 Annually

**Submitted by:** Matthew Birnie **Submitter's Email Address:** mbirnie@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:

The 2013 budget is sufficient to support the cost of this employment agreement.

Reviewed by: Bcowan Discharge Date: 4/26/2013

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

Comments:

Reviewed by: ATrezise Discharge Date: 4/26/2013 Certificate of Insurance Required

Yes ( ) No (●)

**County Manager Review:**

Comments:

Reviewed by: MBirnie Discharge Date: 4/29/2013

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

Agenda Date: 5/7/2013 Follow Up Agenda Date: N/A

*Revised April 2013*

**GUNNISON COUNTY FACILITIES AND GROUNDS DIRECTOR**
**EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 25 day of April, 2013, by and between the Board of County Commissioners of the County of Gunnison, Colorado ("County") and John Cattles ("Employee").

1. Employment as Facilities and Grounds Director. The County agrees to employ Employee as the Facilities and Grounds Director, and Employee agrees to be employed as the Facilities and Grounds Director, pursuant to the terms and conditions of this Agreement beginning on February 11, 2013.

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 4/25/2013 until terminated by the Employer or Employee as provided in Section 5, 6 or 7 of this agreement.

5. 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, or for no reason at all.

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 Facilities and Grounds Director, the County shall provide Employee severance pay in the amount equal to three months base pay, plus

benefits, at the rate of his pay and benefits at the time of termination, or the rate of his average base pay for the preceding twenty-four (24) month period, whichever is greater.

6. Termination by Resignation by Employee. During the period of employment, Employee may, at any time following sixty (60) 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.

7. 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 Facilities and Grounds 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 5b of this Agreement.

8. 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 in accordance with the provisions of Section 8 "Vacation" of the Personnel Policies.

b. Sick Leave. The Employee 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 720 hours divided by one-third.

c. Executive Leave. Employee shall have 10 days of Executive Leave for calendar year 2013 for use during that calendar year. Such leave shall not accrue beyond 2013, nor shall it result in a payout at termination or retirement. Employee's use of such leave shall be documented in writing.

9. Compensation. During the period of employment, the County agrees to pay Employee for his services a base salary of Sixty Three Thousand Eight Hundred Seventeen Dollars and no cents ($63,817.00). 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 starting pay is based on a pay grade of 37, step 5.

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

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

12. 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 his work schedule in such a fashion as to accommodate his workload, but shall normally be present during the County's business hours.

13. Employee's Responsibilities.

a. Exclusive Employment. Employee agrees to remain in the exclusive employ of the Board throughout the period of Employment. The term "exclusive employ" shall not be construed to exclude occasional teaching or writing which is performed on Employee's time off and which does not adversely affect Employee's job performance.

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.*

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

4/25/13

Matthew Birnie, County Manager
For BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

John Cattles
Facilities Maintenance Director

ATTEST:

Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

**GUNNISON COUNTY, COLORADO**
**POSITION DESCRIPTION**

**POSITION TITLE:** Facilities and Grounds Director
**DEPARTMENT:** Facilities & Grounds
**FLSA STATUS:** Exempt
**FORMAT CHANGES:** November 7, 2012
**CONTENT CHANGES:** March 28, 2013

## GENERAL PURPOSE

Performs skilled, technical and administrative work in repairing, maintaining and remodeling the facilities, building operating systems and grounds of the County.

This position is responsible for the coordination and supervision of the activities of employees and contractors engaged in performing cleaning, maintenance, repair and remodel of public buildings, structures and grounds. Supervises and insures compliance with safety standards involving such public buildings, structures, and grounds for the benefit of County employees and the public. Also serves as a working Supervisor for accomplishment of all functions related to the department.

Operates with considerable independence requiring sound judgment and initiative.

Participates in project planning and may manage completion of projects as appropriate.

## SUPERVISION RECEIVED

Works under the general guidance and direction of the Assistant County Manager.

## SUPERVISION EXERCISED

Supervises employees and contractors who perform maintenance or do contracting work for facilities and grounds maintenance projects.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

Ensures continuing maintenance, repair and minor remodel of County buildings and grounds, including the building operating systems installed therein;

Supervises the work of all subordinate employees engaged in the maintenance, repair and minor remodel of public buildings and grounds; plans, schedules, and assigns work; instructs and trains employees in proper methods and procedures; checks and approves work in progress and upon completion; generates work orders from scheduled preventive maintenance tasks as well as from customer generated work requests.

Works with the Assistant County Manager and Human Resources to hire new employees; supervises and directs the activities of departmental staff, establishing performance standards, conducting regularly scheduled performance evaluations to assure that standards are being met, taking timely and appropriate disciplinary action up to and including terminations or providing timely rewards, and providing proper training to assure maximum efficiency.

Performs, directs, coordinates and monitors carpentry work; including repairing and maintaining roofs, drains,

gutters, siding, cement work, framing, insulation, dry wall installation, painting; installing flooring, and running electrical, plumbing, heating and computer wiring and cables. Coordinates the installation of doors, windows, screens, shelving; building and/or installation of cabinets, desks and other office fixtures.

Directs, coordinates and performs the installation and ongoing maintenance and repair of building operating systems including; HVAC systems, plumbing systems, electrical systems, automatic entrance/exit door systems, automatic lock systems and other mechanical systems; adjusts to appropriate settings for various times of the year. Includes checking PSI and temperatures; and repairing faucets, toilets, valves, switches, outlets, etc.

Performs, directs or coordinates continuing ground maintenance and landscaping functions, including: plowing snow, shoveling snow; deicing sidewalks; maintaining sprinkler systems; mowing grass; controlling weeds; trimming trees/shrubs; planting and caring for flowers, maintaining and repairing parking lots and sidewalks; installing and maintaining handrails, etc.

Recruits, hires and monitors Independent Contractors to clean County buildings.

Assures code compliance and risk management; develops, implements, maintains and documents an effective safety program. Ensures the security of County facilities by adopting policies and procedures for securing all doors, activating security lighting systems; inspects fire alarm systems and fire extinguishers for proper functioning.

Conducts various analyses and inspections of heating, cooling, air handling, electrical, lighting, plumbing, and other building operating systems to determine the most cost-effective means of maintenance, repair or replacement.

Coordinates projects and in many situations acts as the Project Manager with County personnel and private contractors working on the same project; responsible for the coordination of subcontractors; inspects completed work for conformance to blueprints, specifications, and standards.

Works with the Finance staff to develop the Facilities and Grounds budget in conformance with adopted policies and procedures; attends budget meetings and makes recommendations upon request; monitors budget expenditures throughout the year to insure the proper and efficient management of funds.

Maintains appropriate inventory. Evaluates vendor pricing, negotiates purchase price and procures operating materials, supplies, tools and equipment necessary to ensure the maintenance staff is equipped and prepared for all upcoming maintenance activities. Prepares bid specifications; obtains and reviews bids for equipment, supplies and contracted work as necessary.

Monitors and evaluates utility usages for County properties; including gas, water, sewer, and electric and recommends improvements where appropriate.

Develops and administers a daily, weekly, monthly and annual preventative maintenance schedule for all County facilities and grounds systems, department equipment and tools.

Creates maintenance records, prepares reports and provides other specialized information on facilities and grounds functions, such as a list of square footage of all County buildings and specific rental spaces.

Assists in moving furniture or providing other assistance to individual departments as needed.

Coordinates storage of County office files and acquisition of storage space as needed.

**PERIPHERAL DUTIES**

Serves on various committees for the purpose of planning major remodels or new buildings that will be built for a specific governmental function.

Works with architects and engineers on major building or maintenance projects and assists in providing pertinent

information needed as well as representing the County to assure the project meets the concept and intent of the entity in charge.

Maintains and enhances professional knowledge and skill development by attending seminars and training programs.

Subject to on-call and involuntary overtime and/or irregular hours for snow removal and maintenance problems as part of the normal workweek. Timely snow removal is a priority duty.

Required to work nights, weekends, and holidays for special projects or during emergency situations.

**DESIRED MINIMUM QUALIFICATIONS**

**Education and Experience:**

High school graduate or GED equivalent. Degree or Certification in Construction, Building Maintenance, HVAC or related field from a trade school or community college preferred.

Eight (8) years of building maintenance/construction experience; at least four (4) at journeyman level, including concrete forms and finishing, framing, interior trim, cabinet construction and related math; working knowledge of building operating systems including HVAC, plumbing, and electrical.

Two years of progressively responsible supervisory experience.

Any combination of education, training and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

**Necessary Knowledge, Skills and Abilities:**

- Ability to demonstrate journeyman level techniques and practices in carpentry skills; working knowledge of practices, methods, materials, tools and equipment used in maintenance of large facilities.
- Working knowledge of building operating systems (HVAC, Lighting, Alarms, Electrical, Plumbing etc.); working knowledge of the practices, methods, materials and tools used in modern building operating systems.
- Knowledge of the basic principles of landscaping, sprinkler systems, concrete work and ground maintenance.
- Knowledge and skill in using various power equipment and hand tools commonly used in general building maintenance, equipment repair and grounds maintenance. Skill in operating the listed tools and equipment.
- Considerable knowledge of the hazards and safety precautions common to building and grounds maintenance and repair activities;
- Ability to run computer based Facility Maintenance Programs such as software that monitors HVAC systems etc.
- Knowledge of vendors, price trends and grades or quality of materials and equipment.
- Knowledge of building design; ability to read and understand plans and specifications of building, plumbing and electrical projects. Ability to suggest changes in architects and engineers drawings if information is incorrect or that it can be determined that another material, procedure, device, configuration or process will better serve a particular situation.

- Ability to draw or have drawn a set of plans to present to the Assistant County Manager or other approving agency so that a project may be properly discussed and approved as it pertains to a particular need, use, or future planning of that project.
- Ability to establish and maintain effective preventive maintenance programs and safe building/grounds policies and procedures;
- Skill in working with computers and various software programs, i.e., Excel, Word; job tracking and costing programs.
- Ability to maintain effective accounting and budgeting procedures;
- Ability to carry out assigned projects to their completion;
- familiarity with appropriate laws and regulations including current building codes, Family Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, as they apply to supervised employees.
- Ability to recognize and avoid situations which could result in legal liability for Gunnison County including sexual harassment, discrimination, and creation of legally prohibited hostile work environment.
- Ability to accurately and effectively transmit and receive information that is necessary to the accomplishment of goals and objectives, including effective written and oral communications in English; and the ability to listen.
- Ability to organize work, set priorities, meet critical deadlines and follow up on assignments with minimum direction.
- Make effective decisions without awaiting directives.
- Develop and maintain effective working relationships with employees, elected officials, the public and other agencies.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Define problems, collect data, establish facts, draw valid conclusions and implement appropriate solutions.

**SPECIAL REQUIREMENTS**

Must pass background check, including traffic and criminal.

Must have or be able to obtain valid Colorado Driver's license.

**TOOLS AND EQUIPMENT USED**

Motorized vehicles, carpenter tools, which include hand tools, stationary power and portable power tools, cement finishing tools, ladders, levels, and sheet rock finishing tools. Plumbing tools for copper, galvanized and plastic pipe fittings, and welder. Use of electrical tools which include volt and amp meters, wire strippers and hand tools. Lawn and garden equipment which consist of both motorized and hand tools. The ability to use drafting tools, calculators, fax machine, copy machine and computer properly.

**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 walk, sit and talk or hear. The employee is required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms.

The employee is frequently required to climb or balance, stoop, kneel, crouch, or crawl. The employee must

frequently lift and/or move up to 50 pounds, and occasionally lift weights up to 70 pounds.

Frequently works on ladders and scaffold to perform ice and snow removal from roof and gutters in the winter months (35 feet normal maximum height). While doing roof and ceiling repairs the ability to haul and load ladders on a truck.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Clear vision at 20 inches or less and up to 20 feet or more.

Work includes both light and heavy duty tasks which are often done alone.

Exposure to dirt, dust, mud, extreme weather conditions, chemicals, electrical shock, heights, and loud noise and vibrations from equipment and tools are frequent.

Will perform outdoor work in cold winter conditions while plowing snow; will work under dirty and noisy conditions when landscaping, cleaning sewers, broken pipes or performing general repairs. Hazardous conditions exist when working with boilers and compressors.

**COGNITIVE DEMANDS**

**English Language Comprehension**
Requires the ability to listen to, read, understand and communicate the English language so that others are able to understand. This must be done both orally and in writing, at the level appropriate for the position held.
**Information Ordering**
Requires the ability to arrange things or actions in a certain order or pattern according to a specific rule or set of rules.
**Memory**
Requires the ability to remember directions and processes for all essential duties; requires remembering facts; requires remembering the gist of past conversations, situations and events.
**Attention**
Requires focus for long periods of time; concentration on details and thoroughness in completing work tasks; filtering out distractions, ignoring irrelevant information.
**Deductive Reasoning**
Requires the ability to apply general rules to specific situations to produce results that make sense.
**Problem Solving**
Requires the ability to tell when something is wrong or is likely to go wrong. Requires the ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems. Requires the ability to reflect on strategy, plan, adopt an approach, and change direction if not working.
**Mathematical Reasoning**
Requires the ability to choose the right mathematical methods or formulas to solve a problem.
**Active Learning**
Requires understanding the implications of new information for both current and future problem-solving and decision-making. Requires selecting and using training/instruction appropriate for the situation.
**Time Management**
Requires employee to manage his/her own time and the time of others effectively so that tasks get done in an efficient manner and deadlines are met.
**Cooperation**
Requires being dependable, willing to take on responsibilities and challenges, exerting maximum effort toward completing essential duties, persistent in problem solving, adaptable to change (positive or negative), honesty, and being pleasant to others.

**Social Perceptiveness**
Requires being aware of others' reactions, and understanding why they react as they do.
**Monitoring**
Requires assessing the performance of yourself, other individuals, and/or the organization to make improvements or take corrective action.

## 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.

While performing the duties of this job, the employee occasionally works near moving mechanical parts or in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, fumes, toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office, or moderately noisy when in the field. Machinery and equipment is often very loud and requires noise suppressers to be worn.

## 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.

**ACKNOWLEDGEMENT OF RECEIPT**
**PLEASE SIGN AND RETURN TO THE HUMAN RESOURCES DEPARTMENT**

I John Cattles acknowledge that I have received a copy of the current job description for the position of Facilities and Grounds Maintenance Supervisor with Gunnison County. I understand the job description does not constitute an employment agreement between Gunnison County and myself and is subject to change by the Management of Gunnison County in its sole discretion.

Signature

4/25/13
Date