

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 4/9/15

Action Requested By:
Finance

Agenda Item Type
Resolution

Subject Matter:

Employment Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a special employment with Martha Winkles.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

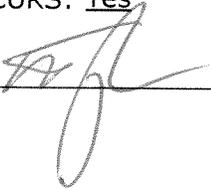
Ms. Winkles is retired from the position to which this contract pertains. Payroll needs additional resources to timely complete its regular functions and devote two staff members mostly full-time to the City's new payroll software implementation project that begins on April 28 and will end in January 2016. Martha will work 3 days per week to fulfill this need.

Associated Cost: 24,000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____



Date: 4/3/15

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Finance Council Meeting Date: 4/9/2015

Department Contact: Randy Taylor Phone # 5062

Contract or Agreement: Special Employment Agreement with Martha Winkles

Document Name: 20150409 Winkles Contract.doc

City Obligation Amount: 24,000

Total Project Budget:

Uncommitted Account Balance:

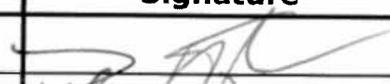
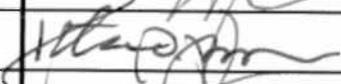
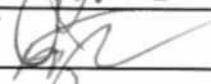
Account Number: 01-8300-0101-7406

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name: <u></u>
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Department	Signature	Date
1) Originating		4/3
2) Legal		4-6-15
3) Finance		4/3
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Martha Winkles, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND MARTHA WINKLES" consisting of two (2) pages and the date of April 9, 2015, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 9th day of April, 2015.

President of the City Council
Of the City of Huntsville,
Alabama

APPROVED this the 9th day of April, 2015.

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND MARTHA WINKLES**

STATE OF ALABAMA)
COUNTY OF MADISON)

THIS AGREEMENT is made and entered into on the 9th day of April, 2015, by and between Martha Winkles, an individual, ("Employee") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Employee shall be employed by the City of Huntsville as Payroll & Retirement Benefits Specialist in the Finance Department, shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Payroll Supervisor. Duties of the position of Payroll & Retirement Benefits Specialist shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Employee at the rate of \$25.62 per hour for a total of 24 hours per week, with the total sum not to exceed \$24,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Employee shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Employee shall not receive any benefits available to any employee of the City except those benefits she receives as a result of being retired from regular employment with the City. Employee shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one (1) year commencing on April 13, 2015.

4. This contract may be terminated by either party upon fifteen (15) days written notice being provided to the other party.

5. The City shall provide Employee a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

PRESIDENT OR PRESIDENT PRO TEM OF THE CITY
COUNCIL OF THE CITY OF HUNTSVILLE, ALABAMA

Date: 4/9/15

6. Except as specified herein, Employee shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. Employee acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Employee agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this Agreement.

8. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Martha Winkles, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Charles E. Hagood
ITS: Clerk-Treasurer

EXHIBIT A
CITY OF HUNTSVILLE
POSITION CLASS SPECIFICATION

CLASS TITLE: PAYROLL/RETIREMENT BENEFIT SPECIALIST
EXEMPTION: NON-EXEMPT

This is administrative and technical work in retirement plans and payroll administration. Work involves providing retirement counseling to employees, retirees, and beneficiaries of retirees. Work also involves performing the full range of payroll processing, recordkeeping activities, and training timekeepers. Work involves verifying and processing Personnel Actions. Work is performed according to the City's policies and procedures manual, overtime compensation regulations, state and federal tax laws and regulations, and retirement systems guidelines. Work is performed under the general supervision of the payroll supervisor and reviewed by the supervisor for the accuracy of payroll records and retirement information provided.

ESSENTIAL AND MARGINAL FUNCTIONS OF WORK:

Serves as liaison with representatives of the state retirement system; provides retirement counseling to employees, retirees, and beneficiaries of retirees; distributes retirement related information to employees; completes and notarizes forms or documents required to make changes to employees' accounts and assists employees with any questions on retirement system laws and guidelines; conducts exit interviews with retirees.

Checks payroll records for accuracy and conformance with established policies; corrects time card errors; maintains time and attendance records; assists department timekeepers with problems and questions. Processes and verifies time administration. Computes wage and overtime payments; calculates, keys in, audits, and records payroll deductions; processes direct deposits; computers leave payoffs for terminating and retiring employees; enters and issues deduction checks to vendors; checks computerized records for accuracy and makes changes as required; updates manual and computerized records based on changes in employee status.

Prints payroll checks and direct deposit advices.

Prepares records dealing with involuntary deductions and enters information into the computerized system; monitors deductions for compliance with laws and court records.

Performs all payroll functions in the absence of the Payroll Supervisor.

Processes and verifies personnel actions related to new hires, rehires, transfers, pay rate changes and terminations.

Conducts timekeeper training sessions.

Processes payroll reports and queries; generates request for payment for wire transfers.

Processes wage verifications.

Operates a personal computer with spreadsheet or database applications.

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

MARGINAL FUNCTIONS OF WORK:

Complete time cards in the absence of timekeepers.

Processes request for payment checks.

Processes and prints employee timecards and distributes to appropriate department.

Research, copy, and deliver special information and documents for the Legal Department, Human Resources, Courts and/or attorneys.

Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

Considerable knowledge of the state retirement system.

Considerable knowledge of computerized payroll programs.

Considerable knowledge of payroll record systems and payroll processes.

Skill in the use of the calculator, computer terminals, computer applications, copiers, faxes, payroll printers and sealers.

Ability to accurately interpret and apply state retirement program guidelines.

Ability to accurately maintain a computerized payroll system.

Considerable knowledge of current laws and guidelines pertaining to writs of garnishment; child supports, levies, bankruptcies, court costs, and student loans for compliance.

Ability to communicate effectively with persons with varying levels of education.

MINIMUM EDUCATION, TRAINING AND EXPERIENCE:

High school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency, supplemented by two years of college-level course work or training in payroll administration, retirement counseling or a closely related field.

WORKING ENVIRONMENT:

Work is primarily performed in an office setting, but may require occasional meetings with employees outside of the office in the hospital or the employee's home.

PHYSICAL DEMANDS:

Work is essentially sedentary, with occasional lifting and carrying of light (up to 35 pounds) items. Computer work requires manual dexterity.

NECESSARY SPECIAL REQUIREMENTS:

Must be a Notary Public.

Must possess and maintain a valid Alabama driver's license.