"Menominee – Where the best of Michigan begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

Menominee County Courthouse
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Menominee, Michigan 49858-3000

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MENOMINEE COUNTY PERSONNEL COMMITTEE MEETING

~A QUORUM OF THE BOARD WILL BE PRESENT~

DATE: **Tuesday ~ April 19, 2011**
TIME: **4:30 PM**
PLACE: **Courtroom B ~ County Courthouse**

**********AGENDA**********

1. Call Meeting to Order
2. Approval of Agenda
3. Approval of Previous Meeting Minutes
   8/17/10 – do we allow these minutes as unapproved? *(On 8/24/10, Chairman Eichhorn announced that this meeting was improperly posted and needed to be reheld.)*
   3/25/11
4. Public Comment *(Statements, not debate; limited to 5 minutes per person on agenda items only)*
5. Business

   a. DMG information received from other county administrators
   b. Job Classification/Salary Feasibility Study (DMG) ~ Discussion to enforce the original DMG study with ongoing updates.
   c. Previous Job Classification/Salary Study, September 28, 2010 (Archer Co.) (County Clerk, County Treasurer, & E-9-1-1 Departments)
   d. Administrator Contract Discussion

6. Correspondence
7. Any Other Items Members May Wish to Present
8. Public Comment
9. Adjournment

James Furlong - Chairperson *Bernie Lang - Vice Chairperson*

Charlie Meintz *Mark Jasper* *Jim Pearson*

Personnel Committee
August 17, 2010
Minutes

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The Personnel Committee of the Menominee County Board met on August 17, 2010 at 10:00 AM in the Jury Room. Present at the meeting were Com. James Furlong, Com. Garry Anderson, Brain Bousley, Administrator.

Others Present: Diane Lesperance; Marc Kleiman; Kim Kewley; Debra Wormwood;

Call Meeting to order: 10:00 AM

Agenda: The agenda was approved by Com. Anderson supported by Com. Furlong

Previous Minutes: Minutes of February 25, 2010 - Approved by Com. Anderson supported by Com. Furlong

Public Comment: None

Business: a. DMG Recommendation: **Bousley:** This pertains to 9-1-1, Clerk's office and Treasurer's office. These are the recommendations we received, we did not get back a complete report, which I'm still waiting for. Treasurer's office: Everything stayed the same with the exception of Kim's position (Deputy Treasurer, Accounting). We can go up to a grade there (from 7 to 8). E 9-1-1 Telecommunications Specialist and Telecommunicator: Suggested a one grade increase for each position. Clerk's office: the only change there was the Chief Deputy Clerk, with a one grade increase (Carol Johnson). **Anderson**: Do you agree with what they proposed? I was involved in the original upset. **Diane:** I'm not happy with the study; I'd like to see Kim's position equal to the pay that the Account's payable clerk (Jess) is receiving. They are doing about the same amount of work and currently Kim's a grade 7 and Jess is a grade 9. Anderson: I don't remember changing this many people. Brian: We had the study done on the whole department. **Furlong:** In the clerks office, the Chief Deputy went up a grade; what changed in her job description? **Marc:** The last time we updated these job descriptions was about 8 or 9 years ago. There's been a number of changes in all positions in the county…everybody. Diane and I spoke about this, we would like to see the reasons why the pay grades changed or didn't change. My biggest issue is, Mary and Lisa have had a lot of added duties put on them over the years and think they should be increased in grade also. **Anderson:** What this originally started, it was to make both of your jobs easier, now it looks like we're looking at a complete overhaul. **Furlong:** It's hard to accept the recommendations of the study when we don't have the study. The original intent was for Jess and Kim because of the take over of some General Ledger duties. I'd like to see the study, the only thing I'm familiar with is 9-1-1. When you look at the telecom. Specialist, and the reg. telecom. There's a two grade pay difference, when there are not a lot of differences in the job duties. **Debra**: Jean does have additional dispatch duties that the others don't have, however I don't know if it would be a difference of two grades. **Anderson:** You don't agree with what they have recommended? **Marc:** We don't agree with the recommendation, we want to know is how they came up with the recommendation. **Diane:** Right, Kim's job was actually a whole new job. **Anderson:** I don't understand what changed in the clerks office. **Marc:** There have been extra job duties added to all positions since the last DMG study was done. The county board asked to have some duties transferred within the clerk's
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office. We moved some of the duties over to the treasurer's office because the Account's payable clerk couldn't do all the work within the 40 hour work week. She was working overtime to do those duties. **Diane:** Kim's job is to do some of the things she used to do, but we've added the duty of some of the General Ledger, and bank reconciliation. Then Julie had added duties since the DMG study was done too. She now does the PA-123 and tracks titles; which save the county $35,000 per year, but she never got an increase in pay for doing this. **Anderson:** Originally the way I understood it, Diane had to redo some of the work, which she was doing anyway so she moved it into her area. Kim has taken on extra work, I understand that, but I don't think the intent was to reclassify everyone. **Diane:** How long do you expect people to keep taking on more work and they never get acknowledged or compensated for it? **Furlong:** the problem I have is we don't know what they based their grade changes on. I really thought we'd have the rest of their info. before we had this meeting. I recommend we table this until the report gets here. When the report gets here, we need to schedule another meeting.
b. Personnel Actions: Holmes: We've got a part time road patrol officer with other agencies acquiring his services. We mainly use him to replace our full timers when they're out, instead of using one of the full timers and paying them time and one half. Based on his experience, we would like to bump him up to the max to keep him here. We paid a lot of money to train him; we'd like to keep him. **Anderson:** I'd like to recommend this to the county board. **Furlong:** We're not going above the max on the pay scale. We'll recommend that to the Committee of the Whole. Or put that on the newly formatted agenda under new business for the Sept. County Board meeting.

Correspondence: None

Any Other Items Members May wish to Present: None

Public Comment: Mike Raygo: DMG study, from 9-1-1 standpoint, this is not something that was just presented. Our understanding this was based on duties and responsibilities. We didn't realize that we were listed below the cooks or park rangers. They are recommending a one grade increase for the 9-1-1 employees. Take into consideration what the job duties are before any decisions are made. Debra: We also made a DMG request when Brian N. was the administrator.

Adjourned: Moved by Garry Anderson to adjourn at 10:34 AM, supported by James Furlong

Personnel Committee
March 25, 2011
Minutes

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The Personnel Committee of the Menominee County Board met on March 25, 2011 at 4:40 PM in the Jury Room. Present at the meeting were Com. Pearson, Com. Furlong, Com. Meintz, Com. Jasper, Com. Lang, Brain Bousley, Administrator, Sherry Smith, Admin. Asst.

Others Present: Mark Kleiman, Diane Lesperance, Pat Cheski, & other members of the audience.

Call Meeting to order: 4:40 PM

Agenda: The agenda was approved by Com. Furlong supported by Com. Meintz 5-0

Previous Minutes: Minutes of February 25, 2010 - Approved by Com. Furlong supported by Com. Jasper 5-0

Public Comment: Diane Lesperance: Suggest amend the agenda to reverse a & b.

Business: a. Job Classification/Salary feasibility study (DMG) ~ Discussion of having a new study done for all county employees. Com. Pearson: It's been ten years since it's been looked at overall in the county. There are a lot of people have job titles with a lot more functions than when they originally started. Brian did you come up with any preliminary info.? Bousley: I did find MGT – it's an off shooter from maximus that had done the original. If we were to do it like we did with the archer co. (we send everything to them) it would cost about $10,000 if it's done "in house" (they come in to evaluate) it will cost about $20,000 for the whole county. We weren't satisfied with what we had done previously (Archer Co.) they didn't give us enough supporting documentation to make a decision. Pearson: These DMG studies are done by them coming in house and base it on what's being done by other counties around the state, and they evaluate the position based on the standard in the state. Bousley: It's a benchmark system. They would take in the present job description vs. the previous job description. Lang: Years ago we commissioned what we called the Deter study. He came here and evaluated all employees. At some point the personnel committee thought they could do the evaluation better than Deters did. We could save ourselves some money. The committee came in with attitudes and put buddies where they thought they should. Once that started, the whole salary study was went out of whack, it lost its relevancy. This is where the DMG study came in. Griffin put the study back in scale. The understanding was that any time an employee changed a job description, the supervisor could call for a re-evaluation of that job description. Otherwise, if the job didn't change, they left it alone. Did this become irrelevant, or were there people that had job duty changes that weren't requested? What's the reason for requesting a whole study, it's gonna be pretty expensive. Pearson: Well, the first and primary reason is, its ten years old and do we have a proper evaluation of our employees now? After ten years things have changed. There's new technologies, there's computers, there's a lot of things people are doing that wasn't in their job description when they started; things have changed in the last ten years. I was a little set back at the cost of this. Lang: that's not the only cost. There's gonna be upgrades, I guess. According to this DMG, there were nine positions re-evaluated. Was that recent? That was last year. We started this in Feb. and it took until Sept. to get this back. Bernie: Who's archer? Where did they
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come from. Bousley: He does the DMG through the archer corporation. Meintz: Are we looking at doing an in-house employee evaluation that could cost $20,000 dollars? Pearson: That's why we're having this discussion. We're looking at two possibilities, mail order – or an in-house. We've had one via mail where we filled out the forms and sent them where they go over them and send back their suggestions. Apparently a lot of people were dissatisfied. They didn't know some of the things that were going on. I think the in-house is the way we should go. But the cost is more than I guessed. Meintz: I do agree with Bernie, it sounds costly and possibility of the ramifications afterward. It may not be the standard type of wage for our area. That's gonna set off a budget turmoil with the employees. I think it's this boards responsibility to have as fair of pay as possible for the employees, but within reason. I have concerns if there's representation of the benefit program also, that is disbursed to the employees. Pearson: The benefit package is not part of this study at all. I'm sure they must take the area into consideration. I'm not sure we want to go with a full DMG study. Lang: It has nothing to do with pay schedules. It's simply evaluating how much work that the employees do. And come up with a pay grade. It's up to us to decide what each pay grade is worth. Meintz: But you did say that they don't take into consideration the benefit package. That should be included. It's not cash in hand, but its part of the security. Pearson: This is just to come up with pay grade schedule. The benefit package is the same whether the employee is at the top or low level of pay. I want to see if we can't research a company to come in and explain what their goals are. What can they do relative to a ten year old study? People didn't have the technology then that we do now. Jasper: If we let someone in, they're going to follow our direction. Pearson: The purpose of doing this is to prevent us from doing the buddy, buddy system; to keep it away from us. I think our input has to be limited. They have to come in study what an individual does and find out if their grade of pay is compatible what everybody else is doing out there. Furlong: When someone retires or transfers out and someone comes into that position is there any restriction on the dept. heads to evaluate the position at that time? Or is whatever that chair (position) was being paid, automatically the grade the new person gets. Lang: Is it necessary that we do the whole county or are there specific positions that can be requested individually? Pearson: When the last individual study was done, weren't all departments asked if they wanted to re-evaluate? Bousley: I asked, because of the personnel change, Marc, Diane and Deb's group came forth. Pearson: But all was informed that it was available to do? Bousley: Yes. Furlong: We have to look at technology. Technology is not a bad thing. Meintz: I agree with James, anything that I understand that we've tried to do in the courthouse here that involves more technology, is to "ease" the workload of the employees; unless I'm missing some things. Pearson: Technology has come in due to necessity, not so much to make things easier. The ability to move data back and forth at a more rapid pace is the reason for technology. I can not imagine anyone defining the reason for technology is to make our jobs easier. Lang: The old study is in play right now. The department heads can request individual changes as needed. Pearson: I agree, we've got a system in place and the people have the opportunity to have jobs re-evaluated. The need for putting in a whole new survey, I don't think is there. The consensus is to NOT have a county wide study done.

b. Previous job classification/salary study, September 28, 2010. (County Clerk, Treasurer, & E-9-1-1 Departments. ~ The Archer Co. submitted 9 positions that were re-evaluated. No action was ever taken with these recommendations. We had no supporting documentation, to explain. Pearson: What is indicated, that there are a couple that they recommended go up. But if you look at the itemized items, you're saying some of those are incorrect? Brian: What I'm saying is we have no basis for why they said, "this one remains the same", "this one moves up". We wanted more of an explanation. Meintz: were they not satisfied because they weren't increased? Bousley: There's no supporting factors; We're looking for an explanation. Furlong: Did we get a price on a limited scale…if we do this individually? Meintz: How many other companies have

we contacted about doing this type study? I've contacted three other companies. Only one has gotten back with me, the secretary called back and the person who does this was out of the office and would call when he's back in the office. Pearson: The purpose of these studies is to let us have a third party tell us where we should go. If we don't go by the study by Archer, then we have to get one done. Our difficulty with this is we've got employees that started this process two years ago and have still not gotten a response back. So do we take this info. and make a judgment whether or not they should move to these grades or should we start the process over again and maybe wait another year before we get this resolved. Lang: I think we need to operate on the recommendation of this company, but they need to explain to us how they got to where they are. Pearson: We need consensus, Should we start this process over again or do we use this one with the lack of info. that we need to make this decision. Jasper: I guess it comes down to how much is it going to cost us? Bousley: The Archer Company was going to charge us, $200-250 for each individual. MGT knows how much they charged us and will give us the same pricing. They have been doing this for some twenty odd years. Pearson: Whatever they come back with is not cut in stone. We do not have to go with the recommendation, correct? Bousley: Right, it is ultimately up to the county board to decide. Meintz: The complaints with the archer company, were all the complaints that there was no increase in the pay scale? Were the complaints, that there were increases? Bousley: We just want to know why, there was no explanation. Furlong: We should try to put this to rest, especially with the Clerk, Treasurer and 9-1-1. Pearson: Can we have these positions re-evaluated by the new company and put them on a fast track? Jasper: how many people would this be? Furlong: We're looking at positions, and that would be six positions. Meintz: this is why I'm asking where the complaints are coming from. If we spend the money, and maybe it's the same or the opposite; are we going to be right back here having the same debate because the department heads aren't happy? Then we have the buddy buddy system with the department heads trying to protect their employees. If we don't do this, we'll have to get a bid process to have it done by a different company. We'll have to tell them we'll have to move right now. Pearson: Let's have Brian to get some bids on an evaluator for us. Bousley: We need to get some references from other counties. Pearson: We'll table this at this time with a note that it has to be moved very fast.

Correspondence: Lang: I'd like to make a comment on the letter received from CUPPAD in reference to Munetrix. They do a kind of a fiscal report card for Political entities. They rate the financial stress levels of counties. This may be a valuable tool for Menominee County. Munetrix.com has a video that I found quite impressive. I think everyone should take a look at this. Bousley: We put a copy in everyone's mailbox.

Any Other Items Members May wish to Present: None

Public Comment: Diane Lesperance: I am disappointed; I had hoped I could have some input. The question Charlie had, with the department heads not being happy with because the pay scale didn't go up. The questions I had were how they could determine a pay scale for a job that an employee was doing when they didn't even know what the job was? For instance, the PRE denials; when the report came back, instead of addressing it as a principal residence exemption, they listed it as the presidential resident exemption. If they don't even know what it is, how can they decide how much work that job entails? When this job was first created, what was said by the personnel committee then was, "just do what you have to do to get the job done and we'll take care of it". We have been trying to follow the rules all along. Kim started the added duties in July but couldn't get any pay for it till October (new budget) according to the personnel manual. Now it's a year later and she still doesn't have a raise. I don't think it's fair. Her workload keeps increasing but she just keeps getting kicked in the teeth. Maybe she should just go back to doing

her previous job. At least if you would have agreed to give her the pay that they recommended…it would have been something. Even though I thought it should be equal to Jessica's position; they are working together. At least she should have been given that raise until another study can be done. Other departments can just do a raise when they want. That's what is irritating. A yellow post it comes up that says pay this guy $43.50 per hr on a job that is a union position. The highest position that office is $22.62 per hour, but yet he was paid "as an employee" not a subcontractor at $43.50 and hour. Where is that justified?
Pat Cheski, Library director was involved in the original DMG study in 2000. At that time the library employees were underpaid compared to the other county employees. I had to fight to include the library employees in the study. When it came back with my employees increasing in pay it took another year for the board to agree to give them the raise. I have to agree with Diane and the frustration she feels. I'm glad you're looking at a new company. With the new budget process coming, more jobs may be eliminated with those left, picking up the duties calling for yet another study of individuals.

Adjourned: Moved by Com. Lang to adjourn at 5:40 PM, supported by Com. Meintz

Mecosta County

1. When was the last time your county preformed a DMG Study? 2007

2. What company preformed the study? William O. Rye

3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review? Both interviews and information gathered and submitted to Mr. Rye.

4. What was the cost, either the entire study or per job description? Total cost $43,000 for 103 newly written job descriptions based on job evaluation forms and interviews, salary survey, and development of a pay structure and evaluation program we could use on our own in the future.

5. Where you satisfied with the study? Yes.

6. Did you receive enough information to support the recommendations of the study? Yes.

7. Any other information which may be helpful.

St. Joseph County

1. When was the last time your county preformed a DMG Study? 1994 for non union; 1986 for all unions
2. What company preformed the study? Bill Rye non union; Greg Soltysiak union - they are both out of business now. SCAO did for the Court positions using same survey instruments as we used for non court positions; that part worked out nicely.
3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review? Questionnaire filled out by employees, consultants then asked questions where needed; draft description provided back to each employee for their review and comments, changes made if necessary, once employees and managers agreed on descriptions they were slotted in to pay grades, then all the fights started but you work through it and there will always be people that feel they were not and are not in the proper pay grade. Will never get around that; such is life.
4. What was the cost, either the entire study or per job description? Entire study, I don't remember exactly but around $30K
5. Where you satisfied with the study? It is an ugly process always; does not matter who you have do it;
6. Did you receive enough information to support the recommendations of the study? We implemented both placing our positions in the average of the comparables - we did not want to be at the bottom and we did not want to be at the top.
7. Any other information which may be helpful. We have an in house committee of 4 (HR, Finance, County Clerk, Administrator) that continues to manage both systems to keep it up to date as jobs change we make the changes. Hopefully we will never have to pay to have an outside study again because it just inflames people all over again, may not be the same people but there will still be dissatisfaction.

Grand Traverse County

1. When was the last time your county preformed a DMG Study? 2006-2007
2. What company preformed the study? Segal.
3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review? Segal came on-site and conducted meetings with employees and department heads. Information was also sent back to Segal from employees with their Job Analysis Questionnaires (JAQ).
4. What was the cost, either the entire study or per job description? Entire study, including job descriptions, everything, was about $190,000.
5. Where you satisfied with the study? With parts of it, yes. Our board never approved implementing the study, so we were not able use the salary structures or provide employees with wage increases as a result of the study. We were able to use the job descriptions that came from the study as well as the new JAQ that we are using today.
6. Did you receive enough information to support the recommendations of the study? I do not know if it was that we did not get enough information, but the fact that the markets that were used in the study were questioned and the methodology (ERI factor) that was used was questioned. I think they had enough information, but certain parts of the study raised some concerns. Ultimately this resulted in some of our positions being classified in higher pay scales and thus the study did not get implemented. If you do use the "ERI factor" I would recommend that you board fully understand what it is and how it is used, this was a major issue for us.
7. Any other information which may be helpful. As you can see with some of our answers we had difficulty with implementing the study. That was a painful process for our employees to go through and morale suffered as a result. I would suggest that if you go through the study that your board knows that there will be some salary increases, as well as some decreases. You need to have a plan that is committed to by the board so that you do not get in a situation similar to ours. I would also recommend communicating to employees that some wages will go up, some down, and have a process for how you will handle that so employees know ahead of time what to expect.

Lake County

1. When was the last time your county preformed a DMG Study?
   1999/2000
2. What company preformed the study?
   Michigan Municipal League
3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review?
   Both
4. What was the cost, either the entire study or per job description?
   Entire job I think, Approx. $17,500
5. Where you satisfied with the study?
   Overall, yes, and we have used it up until current, but it needs updating or review!
6. Did you receive enough information to support the recommendations of the study?
   Yes
7. Any other information which may be helpful.

Huron County

1. When was the last time your county preformed a DMG Study?
   2008
2. What company preformed the study?
   Rahmberg Stover and Associates
3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review?
   Via questionnaires completed by each employee
4. What was the cost, either the entire study or per job description?
   $31,500
5. Where you satisfied with the study?
   Yes
6. Did you receive enough information to support the recommendations of the study?
   Yes
7. Any other information which may be helpful.

County of Newaygo

1. When was the last time your county preformed a DMG Study? 2004
2. What company preformed the study? Michigan Municipal League
3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review? Both
4. What was the cost, either the entire study or per job description? $32,008 for the entire study
5. Where you satisfied with the study? Yes
6. Did you receive enough information to support the recommendations of the study? Yes
7. Any other information which may be helpful.

Marquette County

1. Over 10 years ago
2. William Rye
3. Rye specified the information he needed. He allowed other comments/considerations, but it was his methodology. He interviewed employees. Department directors distributed the questionnaires and signed off on accuracy and agreement with what the employee submitted.
4. Over $30,000 (was consistent with the responses you have received from other counties 5. Yes 6. Yes
7. Be politically and financially prepared for implementation. Studies like this recommend either increases in compensation for positions or redlining/freezing incumbents who are overpaid. Think about who your comparable counties should be.

Barry County

1. When was the last time your county preformed a DMG Study?
   1998
2. What company preformed the study?
   O. William Rye
3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review?
   Information gathered and sent. Rye then came in and interviewed.
4. What was the cost, either the entire study or per job description?
   $12,000.
5. Where you satisfied with the study?
   Yes.
6. Did you receive enough information to support the recommendations of the study?
   Yes.
7. Any other information which may be helpful.

Osceola County

1. When was the last time your county preformed a DMG Study?
   1996
2. What company preformed the study?
   William Rye and Associates
3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review?
   Both
4. What was the cost, either the entire study or per job description?
   I don't have that information,
5. Where you satisfied with the study?
   Yes
6. Did you receive enough information to support the recommendations of the study?
   Yes

7. Any other information which may be helpful.

Dickinson County

1. When was the last time your county preformed a DMG Study?
   1995
2. What company preformed the study?
   The Resource Group, Traverse City (I don't think they are still in business)
3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review?
   Mostly through questionnaires filled out by each employee.
4. What was the cost, either the entire study or per job description?
   I can't find this information
5. Where you satisfied with the study?
   No. The county board accepted the job descriptions but not the compensation plan recommended. As I remember, it caused a lot of internal dissension and problems within the unions
6. Did you receive enough information to support the recommendations of the study?
   No
7. Any other information which may be helpful.
   As I remember, this study was requested by the unions but the unions were not happy with some of the changes. A couple of very vocal employees stirred up a lot of resentment. It is not a process I would want to go through again.

Oceana County

1. When was the last time your county preformed a DMG Study?
   1980 (this is not a typo)
2. What company preformed the study?
   Michigan Department of Civil Service
3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review?
   Unknown
4. What was the cost, either the entire study or per job description?
   I'm unable to determine the exact cost but it was subsidized by a grant.
5. Where you satisfied with the study?
   Yes
6. Did you receive enough information to support the recommendations of the study?
   Yes
7. Any other information which may be helpful/

Mason County has not done a DMG Study in the 17 years that I have been with the County.

Ingham County

1. When was the last time your county preformed a DMG Study?
   February 1999.
2. What company preformed the study?
   William Rye and Associates
3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review?
   Both
4. What was the cost, either the entire study or per job description?
   $30K for a workforce of 1200 which had 14 Unions.
5. Where you satisfied with the study?
   Yes
6. Did you receive enough information to support the recommendations of the study?
   Yes
7. Any other information which may be helpful.

Job Evaluation Point Factor Rating is the current acceptable methodology for establishing and maintaining a Classification & Compensation System. Most plans have a 7 - 10 year life span if maintained and serviced as jobs are created and/or changed. Once implemented, plan maintenance is typically performed by internal HR Staff.

Kalamazoo County

Kalamazoo just finished a long drawn out process partially implemented in 2010 and fully in 2011. Getting there was a heroic journey on my levels. A full review had not been done in a very long time (1980s?). In the meantime we used the Hay Group to analyze job descriptions and point the positions to fit into our scale. Ultimately we had over 200 pointed positions. In 2005 we decided to do a classification/compensation audit and hired a person to do it internally. He was supposed to interview each person and develop a revised classification system. By the time I got here in 2008, little progress had been done and the person effectively alienated every one in each of the elected offices including the Courts. The Finance Director and I took over the project and using the Hay system developed a banding approach to jobs resulting in 11 bands each with a step increase based on seniority.

You can see it on our website kalcounty.com under the HR tab. Note these are non-union positions.

In retrospect, I would suggest an outside consultant do the process and hold them accountable for a time frame. Also, try to ensure buy in with Courts and EOs through constant communication.

Clare County

I have been with the county for 12 years and we haven't done one since I've been here.

Delta County

1. When was the last time your county preformed a DMG Study? IN THE 1980'S AND WAS A TOTAL DISASTER. NOTHING WAS EVER USED.

2. What company preformed the study? CAN'T REMEMBER

3. Was the study done with interviewers in-house or through information gathered by each department head and sent for review? IN HOUSE INTERVIEWS AND AFTER HOURS DINNERS.

4. What was the cost, either the entire study or per job description?

5. Where you satisfied with the study? NO!

6. Did you receive enough information to support the recommendations of the study? NO!

7. Any other information which may be helpful. IT APPEARED THAT THIS COMPANY HAS A CANNED PROGRAM THEY JUST CHANGE MUNICAPALITY NAMES.

Effective Oct. 1, 2009

Most recent pay increase for Court House Union

FISCAL YEAR 10/1/2009 to 9/30/2010
3.0% on October 1, 2009
MENOMINEE COUNTY
JOB CLASSIFICATION LIST - GRADE ORDER

Grade	Minimum 1	2	3	4	5	6	Job Code and Title
	Annual Salary Range						
5	24,528	25,509	26,490	27,471	28,452	29,433	1204 Custodian (B&G)
	$11.79	$12.26	$12.74	$13.21	$13.68	$14.15	
6	26,974	28,052	29,131	30,211	31,289	32,368	1102 Bldg Code Secretary (bldg code)
	$12.97	$13.49	$14.01	$14.52	$15.04	$15.56	1308 Deputy Clerk (PT) (clerk)
							1904 Computer Operator/Clerk (FOC)
							1203 Park Ranger (Parks)
7	29,419	30,596	31,773	32,949	34,126	35,302	1903 Computer Operator/Secretary (FOC)
	$14.14	$14.71	$15.28	$15.84	$16.41	$16.97	1306 Dep. Cnty Clerk - Circuit/Family Ct (clerk)
							1304 Records and Payroll (clerk)
							1307 Dep. Register of Deeds (register of deeds)
							2203 Dep. Register of Probate (pro/fam ct)
							2204 Dep. Register of Probate/Juvenile (pro/fam ct)
							2404 Dep. Treasurer (treas)
							1801 Extension Secretary (ext)
							1702 Staff Cartographer - Tax Bill Coordinator
8	31,865	33,139	34,414	35,688	36,964	38,238	2501 Veterans Service Officer
	$15.32	$15.93	$16.55	$17.16	$17.77	$18.38	2403 Dep. Treauser - Taxes (treas)
9	34310	35,682	37,055	38,427	39,800	41,172	1202 Asst. Maintence Superintendent (B&G)
	$16.50	$17.15	$17.81	$18.47	$19.13	$19.79	2104 Legal Secretary/Computer Operator (Prosecutor)
							2202 Register of Probate/Juv Court Rec (prob/fam ct)
							1703 Staff Appraiser (equal)
							1305 Accounts Payable/Financial Systems Admin (clerk)
10	36756	38,226	39,697	41,166	42,636	44,107	2103 Investigator (prosecutor)
	$17.67	$18.38	$19.09	$19.79	$20.50	$21.21	1902 Caseworker (FOC)
11	39,201	40,769	42,338	43,906	45,474	47,041	1101 Building Inspector (bldg code)
	$18.85	$19.60	$20.35	$21.11	$21.86	$22.62	

DMG-Maximus Salary Study

PAY GRADE BY STEPS

3.0% on Oct.1, 2009

DMG effective OCT 1. 2009 from C.H. Union Contract

GRADE	MIN 1	2	3	4	5	MID 6
1	14,746	15,336	15,926	16,517	17,105	17,695
	$7.09	$7.37	$7.66	$7.94	$8.22	$8.51
2	17,191	17,879	18,566	19,254	19,942	20,629
	$8.27	$8.60	$8.93	$9.26	$9.59	$9.92
3	19,636	20,422	21,208	21,993	22,779	23,565
	$9.44	$9.82	$10.20	$10.57	$10.95	$11.33
4	22,083	22,965	23,849	24,733	25,616	26,500
	$10.62	$11.04	$11.47	$11.89	$12.32	$12.74
5	24,528	25,509	26,490	27,471	28,452	29,433
	$11.79	$12.26	$12.74	$13.21	$13.68	$14.15
6	26,974	28,052	29,131	30,211	31,289	32,368
	$12.97	$13.49	$14.01	$14.52	$15.04	$15.56
7	29,419	30,596	31,773	32,949	34,126	35,302
	$14.14	$14.71	$15.28	$15.84	$16.41	$16.97
8	31,865	33,139	34,414	35,688	36,964	38,238
	$15.32	$15.93	$16.55	$17.16	$17.77	$18.38
9	34,310	35,682	37,055	38,427	39,800	41,172
	$16.50	$17.15	$17.81	$18.47	$19.13	$19.79
10	36,756	38,226	39,697	41,166	42,636	44,107
	$17.67	$18.38	$19.08	$19.79	$20.50	$21.21
11	39,201	40,769	42,338	43,906	45,474	47,041
	$18.85	$19.60	$20.35	$21.11	$21.86	$22.62
12	41,646	43,311	44,977	46,644	48,310	49,975
	$20.02	$20.82	$21.62	$22.42	$23.23	$24.03
13	44,091	45,855	47,619	49,382	51,147	52,911
	$21.20	$22.05	$22.89	$23.74	$24.59	$25.44
14	46,538	48,399	50,262	52,122	53,983	55,845
	$22.37	$23.27	$24.16	$25.06	$25.95	$26.85
15	48,982	50,942	52,901	54,860	56,820	58,779
	$23.55	$24.49	$25.43	$26.38	$27.32	$28.26
16	51,428	53,485	55,542	57,600	59,657	61,714
	$24.73	$25.71	$26.70	$27.69	$28.68	$29.67
17	53,873	56,029	58,184	60,339	62,494	64,648
	$25.90	$26.94	$27.97	$29.01	$30.05	$31.08
18	56,320	58,572	60,825	63,078	65,332	67,584
	$27.08	$28.16	$29.24	$30.33	$31.41	$32.49
19	58,765	61,115	63,466	65,817	68,167	70,518
	$28.25	$29.38	$30.51	$31.64	$32.77	$33.90
20	61,211	63,659	66,108	68,555	71,004	73,453
	$29.43	$30.61	$31.78	$32.96	$34.14	$35.31
21	63,656	66,202	68,749	71,295	73,842	76,387
	$30.60	$31.83	$33.05	$34.28	$35.50	$36.72
22	66,101	68,744	71,389	74,033	76,677	79,321
	$31.78	$33.05	$34.32	$35.59	$36.86	$38.13
23	68,547	69,892	72,579	75,268	77,955	80,644
	$32.96	$33.60	$34.89	$36.19	$37.48	$38.77
24	70,993	73,832	76,673	79,512	82,351	85,191
	$34.13	$35.50	$36.86	$38.23	$39.59	$40.96
25	73,438	76,376	79,314	82,251	85,189	88,126
	$35.31	$36.72	$38.13	$39.54	$40.96	$42.37

Sherry Smith

From: Brian Bousley
Sent: Monday, August 09, 2010 8:02 AM
To: Sherry Smith
Subject: FW: Menominee County Job Audits

From: ARCHERCO26@aol.com [mailto:ARCHERCO26@aol.com]
Sent: Sunday, August 08, 2010 2:06 PM
To: Brian Bousley
Subject: Re: Menominee County Job Audits

Brian,

I have reviewed the CPQ's and have the following recommendations:
Deputy Treasurer-Taxes - Pay Grade 8 - no change
Deputy Treasurer-Accounting - Pay Grade 8 - new
Deputy Treasurer - Pay Grade 7 - no change
Telecommunications Specialist - Pay Grade 9 - one grade increase
Telecommunicator - Pay Grade 7 - one grade increase
Chief Deputy County Clerk - Pay Grade 11 - one grade increase
Deputy Clerk AP & GL - Pay Grade 9 - no change
Deputy Clerk Circuit/Family Ct. - Pay Grade 7 - no change
Deputy Clerk - Pay Grade 7 - no change

Let me know if you have any questions. Thanks.

Jim Battigaglia, Regional Director
The Archer Company
7652 Sawmill Road, Suite 295
Dublin, OH 43016

614-891-7034 Phone
614-553-7151 Fax

POSITION ALLOCATION LIST

Position	Employee Name	PTS/STEP OR GRADE/STEP	Current Salary	Hourly Rate	date effective	Position Start Date	Full Time Start Date	Reason for pay rate change	WC Code
COUNTY CLERK/REGISTER OF DEEDS									8810
Clerk/ROD	Kleiman, Marc	BD - 10-28-08	$52,718	$25.35	(11/4/09)		2/14/2000	Appointed 11/4/09	8810
Chief Deputy County Clerk/ROD	Johnson, Carol M.	DMG Gr 10 Step 1	$35,685	$17.16	(1-1-09)	1/1/2009	1/1/2009	Promoted under Mike Jasper	8810
		DMG Gr 10 Step 1	$36,756	$17.67	(10-1-09)			3% pay increase	
		DMG Gr 10 Step 2	$38,226	$18.38	(1-1-10)			Step Increase	
		DMG Gr 10 Step 3	$39,697	$19.08	(1-1-11)			Step Increase	
Chief Deputy ROD	Bellers, Kathy	DMG Gr 8 Step 6	$36,232	$18.38	(10-1-09) 10/2/2009		7/2/03	[illegible]	8810
Chief Deputy ROD	Vacant	DMG Gr 8 step 1							8810
Dep. Co. Clerk - Circuit/Family Court	DePas, Mary	DMG Gr 7 Step 6	$35,302	$16.97	(10-1-09)		1/4/1999	3% pay increase	
Deputy Register of Deeds	Payne, Cindy	DMG Gr 7 step 2	$30,596	$14.71	(3-3-10)	3/3/2010	3/3/2010	Hired Full time	8810
		DMG Gr 7 step 3	$31,773	$15.28	(3-3-11)			Step increase	
Deputy Register of Deeds (PT)	Klumb, Joann	DMG Gr. 7 Step 1	$22,058	$14.14	(7-1-10)	7/1/2010	PT	moved from Office Auto. To reg. PT ROD	8810
		DMG Gr. 7 Step 2	$22,948	$14.71	(7-1-11)			step increase	
Records & payroll	Frost, Lisa	DMG Gr 7 Step 4	$32,949	$15.84	(10-01-09)			3% pay increase	8810
		DMG Gr. 7 Step 4 (P1	$24,710	$15.84	(10-14-09)			to part time/budget cuts	
	Board Approval Temp. FT	DMG Gr7 Step 4	$32,949	$15.84	10/27/2009			Brd. Approval to remain FT temporarily	
	Board Approval retain FT	DMg Gr.7 Step 4	$32,949	$15.84	11/24/2009			Brd. Approval to remain FT	
		DMG Gr 7 Step 5	$34,126	$16.41	(7-2-10)		7/2/2007	step increase	
		DMG Gr 7 Step 6	$35,302	$16.97	(7-2-11)			step increase	
Accounts Payable/ Financial Systems Administrator	White, Jessica	DMG Gr 9 Step 1	$34,310	$16.50	(3-3-10)	3/3/2010	1/19/2009	Transfer from ROD	8810
		DMG Gr 9 Step 2	$35,682	$17.15	(3-3-11)			step increase	
Automation Fund	Faller, Thomas	Part time-temp.	$9,818	$9.44	(8-30-10)	8/30/2010		new hire	8810

POSITION ALLOCATION LIST

Position	Employee Name	PTS/STEP OR GRADE/STEP	Current Salary	Hourly Rate	date effective	Position Start Date	Full Time Start Date	Reason for pay rate change	WC Code
TREASURER									
TREASURER	Lesperance, Diane	BD - 10/28/09	$48,625 $50,084	$23.38 $24.08	(01-01-09) (10-1-09)	1/1/2009		Newly elected official 3% pay increase	8810
Deputy Treasurer - Taxes	Englund, Julie L.	DMG Gr 8 Step 6	$38,238	$18.38	(10-1-09)		12/19/83	3% pay increase	8810
Deputy Treasurer	Kewley, Kim	DMG Gr 7 Step 6	$35,302	$16.97	(10-1-09)		1/4/94	3% pay increase	8810
Deputy Treasurer (PT)	Maus, Sarah	DMG Gr.6 Step 1 DMG Gr.6 Step 2	$16,861 $17,537	$12.97 $13.49	(4-13-10) (4-13-11)	4/13/2010	PT	new hire - NTE 30hrs./wk. step increase	8810

POSITION ALLOCATION LIST

Position	Employee Name	PTS/STEP OR GRADE/STEP	Current Salary	Hourly Rate	date effective	Position Start Date	Full Time Start Date	Reason for pay rate change	WC Code
E-911									
e-911 Director	Wormwood, Debra	DH DMG Gr 13 Stp6 + $7	$55,997	$26.92	(10-1-09)		6/12/95	3% pay increase	8810
E911 Tele. Specialist	Hasse, Jean	DMG Gr 8 Stp 6	$35,110	$16.88	(10-1-09)		1/4/96	.40/hr pay increase	8810
E911 Telecommunicator	Bourque, Penny	DMG Gr 6 Stp 6	$30,472	$14.65	(10-01-09)		1/4/96	.40/hr. pay increase	8810
E911 Telecommunicator	Nault, Tamra	DMG Gr 6 Stp 6	$30,472	$14.65	(10-01-09)		1/4/96	.40/hr. pay increase	8810
E911 Telecommunicator	Petersen, Kim	DMG Gr 6 Stp 6	$30,472	$14.65	10/1/2009		1/20/02	.40/hr pay increase	8810
E911 Telecommunicator	Raygo, Mike	DMG Gr 6 Stp 6	$30,472	$14.65	(10-01-09)		1/4/96	.40/hr. pay increase	8810
E911 Telecommunicator	Mathews, Darryl	DMG Gr 6 Stp 6	$30,472	$14.65	(10-01-09)		4/21/02	.40/hr. pay increase	8810
E911 Telecommunicator	Creten, Heidi	DMG Gr 6 Stp 6	$30,472	$14.65	(10-01-09)		2/15/2004	.40/hr. pay increase	8810
E911 Telecommunicator (PT)	Menghini, Tammy	DMG Gr. 6 Start DMG Gr. 6 step 2	PT PT	$12.60 $13.01	(4/19/10) (12-19-10)	4/19/2010	PT	New Hire/replace Ashley Charles 6mo. Probationary period over	8810
E911 Telecommunicator (PT)	Ducaine, Kerri Lynn	DMG Gr6 Stp 2 DMG Gr6 Stp 3 DMG Gr6 Stp 4	PT PT PT	$13.01 $13.42 $13.83	(10-1-09) (10-19-09) (10-19-10)	10/19/2008	PT	.40/hr pay increase 1 yr. anniv. Increase 2 yr. anniv. Increase	8810
E911 Telecommunicator (PT)	Valdez, Monica D.	DMG Gr.6 stp 1 DMG Gr.6 stp 2 DMG Gr. 6 Stp 3	PT PT	$12.60 $13.01 $13.42	(2-5-10) (12-17-10) (2-5-11)	2/5/2010	PT	New Hire 6 month probationary period over 1 year anniv.	8810
EMERGENCY SERVICES									
Emergency Services Coordinator	Wormwood, Debra							$7,500 annually in addition to her 9-11 duties board approved 1/27/09	8810

April 6, 2011

To: County Commissioners

From: Sherry Smith, Administrative Assistant

RE: Administrator's Evaluation – April, 2011 – Contract Review

Brian's employment contract will expire, and/or automatically renew on May 1, 2011. Commissioners are asked to fill out another evaluation on Brian's performance, prior to discussing his contract options.

I have included a blank evaluation form for April, 2011, (for you to score Brian's current performance) Brian's previous evaluations and a copy of his current contract.

It is my intent to set up a Personnel Committee meeting sometime the week of April 18th for Commissioners to discuss the results of the Admin. Evaluation, and other personnel items. Please have your scored evaluations back to me by April 15th so I can compile the scores prior to the meeting.

Specific concerns/discussion about Brian's contract is the "benefits" section.

Retirement: By definition via MERS, service credit is earned on a month of service for each qualified month worked. (A qualified month is 10 regular days (8 hour days) within a 30 day period.) According to this, Brian is eligible for retirement benefits.
Life Insurance: According to the Personnel Manual, The employer will provide life insurance for all regular full-time employees who are eligible for life insurance pursuant to the policy terms.
Health Insurance: According to the Personnel Manual, the employer agrees to provide a health insurance program for employees and his/her dependents. Coverage provided will be substantially equal to the coverage including premium co-pay as negotiated with the Courthouse bargaining unit.

*Of course, the County Board has the final determination as to who will be covered within the intent of the Personnel Manual.

Thank You! *Sherry Smith*

Sherry

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated this 28 day of December, by and between the **County of Menominee**, through its board of Commissioners, whose address is 839 10th Avenue, Menominee, MI 49858 (hereinafter referred to as the "County"); and Brian R Bourg (hereinafter referred to as the "Employee"). The County and the Employee may hereinafter be individually referred to as a "Party" or may hereinafter be jointly referred to as the "Parties."

WITNESSETH:

WHEREAS, the County is desirous of hiring the Employee as the County Administrator of Menominee County pursuant to the terms and conditions herein provided; and

WHEREAS, the Employee is willing and desirous of committing his/her full time professional efforts toward serving the County as its County Administrator pursuant to the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations hereinafter set forth, the County and the Employee hereto hereby agree as follows:

1) **Employment.** The county hereby agrees to employ the Employee as the County Administrator of the County during the Employment Term (as defined in Section 3), and the Employee hereby accepts such Employment and agrees to serve the County subject to the general supervision, advice and direction of the Board of Commissioners of the County ("Board") and upon the terms and conditions set forth in this Agreement.

2) **Duties.** During the Employment Term, or any extension thereof, the Employee shall be the County Administrator of the County with such authority and duties as is customary for the chief administrative officer in such position, and shall perform such other services and duties as the Board may from time to time designate or require consistent with such position.

   The Employee shall devote his full time, best efforts and undivided attention to the business and affairs of the County except for, vacations and leave time to which he/she is entitled pursuant to the terms of this Agreement and except for illness or incapacity; provided, however, that the Employee may serve, or continue to serve in any position or capacity that will not present a conflict of interest with the county or materially affect the performance of the Employee's duties pursuant to this Agreement.

   The parties agree that the Employee's performance shall be reviewed by the County after the completion of the Employee's first six (6) months of Employment, at the completion of the Employee's first year of Employment and on an annual basis thereafter.

3) **Employment Term.**

(a) The Employee shall be Employed under this Agreement for a term (the "Employment Term") commencing on 12/28/2009 ("Commencement Date") and terminating on the close of business on May 1, 2011, unless sooner terminated as provided in Section 6 hereof. Upon expiration of the initial term on May 1, 2011, this Agreement shall thereafter automatically be renewed from year to year unless either party provides written notification to the other of its intention not to so renew, which such notice must be given not later than sixty (60) days prior to the end of the initial term or any yearly renewal hereof. Neither the expiration of this Agreement nor the giving of notice by either party that said Party does not wish to extend the Employment Term (or any extension thereof) shall constitute a breach of this Agreement or termination of the Employee for the purposes of Section 6 or 7 of this Agreement.

(b) The date on which the Employment Term or any extensions thereof is scheduled to terminate under Sections 3(a) or 3(b) shall hereinafter be referred to as the "Scheduled Termination Date."

4) **Compensation.**

a) **Base Salary.** The County shall pay the Employee annual base salary as compensation for his/her services hereunder as follows:

12/28/2009, through May 1, 2011 - $72,995 per year

The Employee's compensation shall be payable in approximately equal installments in accordance with the payroll practices of the County for salaried Employees.

b) **Varied Work Hours.** The Parties acknowledge that the Employee is a supervisory Employee, will work varied hours, and is compensated on a salary basis. Without regard to the hours actually worked by the Employee, the Employee shall regularly receive each pay period a predetermined amount which shall be a prorata portion of the Employee's annual base salary. The amount of the Employee's regular compensation shall not be subject to reduction for any week in which the Employee works more or less hours than in other weeks, except that the Employee's compensation may be reduced by unpaid leaves of absences as approved by the Board.

c) **Additional Benefits.** During the Employment Term, or any extension thereof, in addition to base salary, the Employee shall be entitled to participate in and receive other additional benefits available to non-union salaried County Employees, except as otherwise provided in this Agreement. The Employee shall be eligible to participate in and receive the following benefits: Travel allowance benefits, holiday benefits, funeral leave benefits, military reserve training leave benefits, worker's compensation benefits, jury leave benefits, and leaves of absence without pay. The Employee will not receive retirement benefits, health insurance, life insurance or sick leave benefits.

In lieu of being provided the same vacation, personal leave, and sick day benefits provided non-union salaried County Employees (including the personal leave benefits in Section 15 of the April, 2007 Menominee County Personnel Manual), it is expressly agreed by and between the parties that the Employee shall be granted 22 days of vacation leave during each year of the Employment Term, and each year thereafter if the Employment Term is extended.

5) **Reimbursement of Expenses.** In addition to the compensation provided for pursuant to Section 4 of this Agreement, upon submission of proper vouchers and in accordance with the policies and procedures established by the County in effect from time to time, the County shall pay or reimburse the Employee for all normal and reasonable expenses, including travel expenses, incurred by the Employee during the Employment Term, or any extension thereof, in connection with the Employee's responsibilities to the County.

6) **Termination.** Notwithstanding Section 3 hereof, the Employment Term, or any extension thereof, shall terminate prior to the Scheduled Terminate Date upon the occurrence of any of the following events:

   a) **Death.** The death of the Employee.

   b) **Disability.** The Employee's Permanent Disability [as such term is defined in Section 6(e)].

   c) **Termination Without Cause.** The Employee's Termination Without Cause [as such term is defined in Section 6(e)].

   d) **Termination For Cause.** The Employee's Termination For Cause [as defined in Section 6(e)].

   e) **Definitions.** For purposes of this Agreement;

      i) "Permanent Disability" shall mean that by reason of a physical or mental disability or infirmity which has continued for a period of six months, the Employee is continuously unable to perform the duties contemplated by this Agreement. The determination of Permanent Disability shall be made by a medical board certified physician mutually acceptable to the County and the Employee (or the Employee's legal representative, if one has been appointed). The Employee agrees to submit to such medical evidence regarding such disability or infirmity as is reasonably requested by the County.

      ii) "Termination For Cause" shall mean any termination of the Employment of the Employee for "Cause." For purposes of this Agreement, the termination of the Employee's Employment shall be deemed to have been for Cause only:
         (a) If termination of his Employment shall have been the result of Employee's willful engaging in dishonest or fraudulent actions resulting or intended to

result directly or indirectly in any demonstrable material harm to the County; or

(b) If there has been a willful and continued failure by the Employee (except by reason of incapacity due to physical or mental illness) to comply with the provisions of this Agreement or the directives or policies of the Board, and the Employee shall have either failed to remedy such alleged breach within ten (10) days from his receipt of written notice from the County demanding that he remedy such alleged breach or shall have failed to take all reasonable steps to that end during such ten (10) day period and thereafter; or

(c) If the Employee is convicted or pleads guilty or nolle contendre to a felony or any work-related misdemeanor;

(d) If the Employee's Employment shall be terminated by the County for Cause, the Employee shall have the right to contest such termination.

iii) "Termination Without Cause" shall mean any termination of the Employment of the Employee by the County other than Termination For Cause or upon death or Permanent Disability. Termination With or Without Cause may occur only upon the affirmative vote of at least a majority of the entire membership of the Board at a meeting called and held for that purpose.

iv) Any termination of the Employee's Employment by the County [other than termination pursuant to Section 6(a)] shall be communicated by written "Notice of Termination" to the Employee. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's Employment under the provision so indicated.

v) The "Date of Termination" shall mean (A) if the Employee is terminated by his death, the date of this death, (B) if the Employee's Employment is terminated due to a Permanent Disability, the date specified in the Notice of Termination, (C) if the Employee's Employment is terminated pursuant to a Termination for Cause, the date specified in the Notice of Termination, (D) if the Employee's Employment is terminated for any other reason, the date specified in the Notice of Termination.

7) **Termination Benefits.**

a) **Death.** If the Employee's Employment is terminated by his death, the County shall pay to his surviving spouse, or if he leaves no spouse, to his estate, any and all earned but unpaid compensation and benefits earned by the Employee or vested under Section 4 of this Agreement through the Employee's date of Termination.

b) **Permanent Disability.** If the Employee's Employment is terminated by his Permanent Disability, the County shall pay through the Employee's Date of Termination any compensation and benefits earned or vested by the Employee under Section 4 of this Agreement. To the extent permitted under the life and disability plans then maintained by the County for non-union Employees, the County shall, at the Employee's or the

Employee's legal representative's request and upon the Employee's payment of all costs and premiums, cause to be continued benefits under such group plans to the Employee at the same coverage levels maintained by the County for non-union salaried County Employees.

c) **Termination for Cause.** In the case of a termination of the Employee pursuant to Section 6(e)(ii) of this Agreement, the County's obligations to the Employee shall cease after the Employee's Date of Termination and the County shall not be liable to pay the Employee's Base Salary and supplemental compensation; nor shall the Employee have any rights to further participate in Employee benefit plans of the county pursuant to Section 4, except the Employee shall be entitled to any rights or benefits that have become vested prior to the Date of Termination. The county shall pay the Employee his Base Salary and any other compensation or benefits earned or vested through the Date of Termination, at the rate in effect at the time the Notice of Termination is given, in a lump sum, within thirty (30) days of the Date of Termination.

d) **Termination Without Cause.** If during the Employment Term, or any extension thereof, the Employee shall be terminated from Employment based on a Termination Without Cause, the Employee shall be entitled to receive the following payments and benefits:

i) **Salary.** The Employee's Base Salary earned through the Date of Termination at the rate in effect at the time the Notice of Termination is given.
ii) **Benefits.** All fringe benefits shall cease upon the Date of Termination.
iii) **Severance Payment.** In the even that the Employee's termination pursuant to his Section 7(d) causes the Employment Term, or any extension thereof, to end before the Scheduled Date of Termination, the County shall pay as severance compensation to the Employee an amount equal to the next six (6) months of Employee's Base Salary (excluding any and all fringe benefits costs) that the County would have paid to the Employee if the County had elected not to terminate this Agreement.

Any such payments, unless otherwise agreed to the contrary by the parties, shall be paid in a single sum within forty-five (45) days following the Employee's Termination Date.

8) **Return of Property.** Upon termination of this Agreement for any reason, the Employee agrees to promptly return all documents, correspondences, files, papers, or property of any kind, in all type or nature pertaining to the County that the Employee may have in his possession or control. The Employee agrees to sign a statement verifying the return of all such property.

9) **Notices.** Any notice required or permitted by this Agreement shall be in writing, sent by registered or certified mail, return receipt requested, addressed to the County and the Employee at the County's then principal office, or to the Employee at the address set forth in the preamble, as the case may be, or to such other address or addresses as any party hereto may from time to time specify in writing for the purpose in a notice given to the other parties

in compliance with this Section 9. Notices shall be deemed given when received, or ten (10) days after mailing, whichever is first.

10) **Reporting and Disclosure.** The County, from time to time, may be required by law to provide government agencies with reports concerning this Agreement. The county shall provide the Employee with such disclosure concerning this Agreement as may be required by law or as the County may deem appropriate.

11) **Complete Agreement.** This Agreement constitutes the complete agreement concerning the Employment arrangements between the Parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the Parties, if any. It is understood and agreed that this Contract shall supersede and take precedence over any other document, handbook, benefit plan, compensation scale system, or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently, or subsequent to the execution of this Agreement, unless such other document, handbook, plan, compensation scale system, or material is made expressly applicable to the Employee by formal resolution of the county. It is further understood that no County personnel has authority to enter in any Employment agreement with the Employee for any specified period of time or to make any agreement contrary to the provisions herein, except when the same is approved by the Board.

12) **Modification and Waiver.** No modification or amendment of this Agreement shall be valid unless in writing and signed by or on behalf of the parties to this Agreement. A waiver of the breach of any term or condition of this Agreement shall not be deemed to constitute a wavier of any subsequent breach of the same or any other term or condition.

13) **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provisions of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, such invalidity and unenforceability shall not affect the remaining provisions hereof and the application of such provisions to other persons or circumstances, all of which shall be enforced to the greatest extent permitted by law.

14) **Withholding.** The compensation provided to the Employee pursuant to his Agreement shall be subject to any withholdings and deductions required by any applicable tax laws. In the event the County fails to withhold such sums for any reason, it may require the Employee to promptly remit the County sufficient cash to satisfy applicable income and Employment withholding taxes.

15) **Headings.** The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of any provision hereof.

16) **Consultation with Attorney.** Both Parties expressly acknowledge the opportunity to consult with one (1) or more attorneys of said Party's choosing prior to the executing of this Agreement.

17) **Governing Law.** To the extent not governed by Federal law, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.

18) **Assignment or Subcontracting.** The Employee may not assign, subcontract, or otherwise transfer the Employee's duties and/or obligations pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the day and year first above written.

IN THE PRESENCE OF:

Linda Gulbetson

COUNTY OF MENOMINEE:

By: Gary Eichhorn
Its: Chairman of the Board of Commissioners

IN THE PRESENCE OF:

Linda Gulbetson

EMPLOYEE:

8109\employment agreement