

"Menominee – Where the best of Michigan Begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse
839 10th Avenue
Menominee, MI 49858*

*Brian R. Bousley – County Administrator
Sherry DuPont – Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
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MENOMINEE COUNTY PERSONNEL COMMITTEE

~A QUORUM OF THE BOARD MAYBE PRESENT~

DATE: Thursday, February 4, 2016
TIME: 10:00 AM
PLACE: Administration Office, Menominee County Courthouse, Menominee, Michigan

*****AGENDA*****

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Approval of Previous Minutes
6. Public Comment (limited to 5 minutes on agenda items only)
7. Business
 - a. Additional Airport Lineman Position
 - b. Deputy Clerk Position New Hire Pay Rate
 - c. County Administrator evaluation and contract discussion
8. Public Comment
9. Commissioner Comment (limited to 5 minutes)
10. Adjournment

Charlie McIntz -- Chairperson

Larry Schei – Vice Chairperson

Raymond Williams

James Furlong

William Cech

Bernie Lang

Gerald Piche

Jan Hafeman

John Nelson

Menominee County Personnel Committee
Minutes of Meeting
October 14, 2015

*****DRAFT*****

The Personnel Committee met on October 14, 2015 at 9:00 AM at the Menominee County Courthouse, Administrative Office.

Present at the meeting were Coms. Lang, Piche, Williams, Furlong and Brian Bousley. Diane Lesperance, Marc Kleiman. Other members of the public: Bill Cech; Larry Schei.

Call Meeting to order: Chairperson Furlong called the meeting to order at 9:00 AM.

Pledge of Allegiance: The Pledge of Allegiance was recited

Roll Call: Roll call was taken; all Personnel Committee Commissioners are present.

Agenda was approved by Com. Williams and supported by Com. Piche to approve the agenda as written. Motion approved 4/0.

Previous Meeting minutes: Previous minutes from 9/2/2015 were approved. Moved by Com. Piche and seconded by Com. Williams 4/0.

Public Comment: None

Business:

- a. **Airport Manager Job Description:** Bousley: The Airport Committee went through and changed the job description of the Airport Manager. Basically where it says "commission" it was changed to "committee" and also a few times it changes from "commission" to "County Board". All is highlighted throughout. Also "reports to the county administrator" has changed. Added "maintain FAA standards for general aviation Airport" That may be redundant but I thought it should be in there just to make the Airport manager aware that the FAA standards need to be followed. Language cleanup since we are no longer an Airport "commission". Lang: Where are we as far as changing the name of the airport? Bousley: I spoke to M-DOT, They're waiting for the paperwork to do that. I'm having the title search done right now. Then the Quit Claim deed will be drawn up. Then I send everything to MDOT AERO for approval. Motion to approve the Airport Manager Job Description to send to the County Board for approval by Williams/supported by Piche. 4/0
- b. **Airport Lineman Job Description:** Bousley: There were only two changes on this one. Department – is "Twin County Airport" removing "commission"; And the second one was on the second page, removing "Marinette County". Lang moves to support this to go to the County Board for approval, Williams supports. 4/0
- c. **Airport Work Rules/Policies:** Bousley: Since the lineman and the airport manager are Menominee County employees, everything should revert back to the Menominee County Personnel Manual. We'll remove the Airport work rules/policies. They were originally taken from the personnel manual and there is actually a little more detail in the personnel manual. Furlong: Basically we're rescinding the Airport work rules/policies and reverting to the Menominee County Personnel Manual instead so you don't have two sets of work rules. Bousley: Right. Williams moves to approve and send this to the CB for approval, Piche seconds the motion. 4/0.
- d. **DMG Report/Recommendation Treasurer's office employees:** Bousley: This is the one we sent in

over the summer. Diane had her office re-evaluated. One position came back with the recommendation to keep the position at a grade six (6) as it currently is. The other two are at a grade 8 and it was recommended to move them to a grade 9. Furlong: Is this the only information we get back from the DMG as far as their methodology or their grading. Bousley: Yes. Furlong: Open for discussion: Piche, that's what we hire them for, we don't have too much say do we? Diane Lesperance: Kim took over half of the General Ledger and she's at an 8 and Jessy's at a 9. Plus Kim does all of the bank reconciliation too, so that increase would level them out. Julie, back when she started doing title searches for the PA, it was never put into the job description. Plus I don't have a Chief deputy in my office, which would be at an 11. In order for one of them to take that position, they'd have to leave the union and neither one of them wants to do that. Furlong: What would the chief deputy do if you had one. Would it take on some of the duties of these other two positions? Diane: No it would just be the responsibility of taking over in case I'm not able to be there. Lang: There's more at stake here than just these positions. I find that anytime we ignore the classification recommendations we end up with quite a problem. If we don't listen to the classification people, why do we bother with them? Furlong: Every time we have an action, there's always a reaction. Hearing today that one of them could have stepped up into a higher paying position with more responsibility, but they want to stay within the safety of the union, yet get a pay raise on top of it, doesn't sit all that well with me. Williams: Is it better off for us to leave them where they are and allow them that little bit of a raise or force them to make a decision. Diane would probably lose her employees. Furlong: I have to agree with both you and Bernie, even though I have serious reservations about stepping them up a grade, then where does it end? Piche: You have to have confidence that the classification people know what they're doing. If you don't then get rid of them entirely. Diane: They were classified as an 8 but this added duties that they weren't doing when the DMG was originally done. Julie had the extra work of the title searches and the PA. Kim with the taking over of the Finance person. Furlong: All the extra work that they assumed, are they still putting in a 40 hour week? Diane: Yes. Furlong: It's not like they're putting in overtime to get this extra stuff done, they're still putting in 40 hrs./wk. Lang: When Deters did our classification, he explained that to us. You have to change the complexity of the duties, not the amount of time doing them, in order to change the classification. Diane: Which in this case has happened, the complexity has changed. Now the complexity of the Airport has been added and aren't included in this job description. Furlong, I make a recommendation that we approve the two position recommendations to a grade nine (9) supported by Lang. 4/0

- e. **Elected Official Salaries:** Kleiman: At the last meeting it was discussed that the Undersheriff would be making more money than the sheriff. So I was asked to put some proposals together to help alleviate that. So I put a couple of proposals together. I gave those to the other elected officials and Brian to review. Marc discusses his three proposals. Lang: Why is it important that the Sheriff makes more than the undersheriff? Kleiman: Because you have the head of a department, running the department, making less than someone he's supervising. Lang: So, you've got plenty of circumstances where people work overtime, and because they work overtime, they make more than their boss does. I don't understand why that's an issue. Bousley: When you have a command structure like we do, the boss should be making top dollar. Base salary, the boss should make more. Furlong: I have to agree with that. All other commissioners agree. Furlong: If something goes wrong, he's the one standing out in front of the camera. Com Furlong thanks Marc Kleiman for the time and thought he put into his proposals. Appreciates his integrity. Furlong: If I were the sole guy responsible, I would opt for proposal 2. It's the fairest and the cheapest. Lang: proposal 3 is the cheapest. Furlong: Yes, I said "Fairest" and cheapest. Lang: I've got a problem with #2. I can't see why the sheriff needs to make more money than the undersheriff. Of course it's our fault it got that way in the first place. Williams: And we're cleaning this stuff up so down the road it'll be to our advantage. Piche: I would go for proposal two (2). Williams: I like two, I can understand one (1) for coms gone past. Two seems fair. Diane: I have another concern, the difference between the clerks' salary and the treasurer's salary has gotten wider over the years. The clerk started out about \$1500 over the treasurer I think because of having the Register of deeds responsibility. As the percentage

raises go in, the gap keeps getting wider between the salaries too. I checked with many counties the salaries vary. When the DMG was first done, the clerk and treasurer salaries were recommended at a grade 14, level positions. I don't know what happened or why they weren't accepted at that level. Now the two salaries have about a \$3000 difference. It keeps getting a wider gap. Piche: We've had this discussion before. Have there been any ideas or thoughts been put into this gap widening that's happening? Bousley: Back when the DMG was first done, Sherry and I both looked at it, The clerk and the treasurer were both recommended at a grade 14. Then for some reason they were never brought into the DMG. Furlong: The clerk and treasurer are two different jobs. The clerk of courts has court that can run from 7 am till the middle of the night. He or one of his deputies has to be there. County board meetings, he has to be there. It's not the same job. I'm not trying to minimize the treasurer's job and I'm certainly not going to put the county clerk up on a pedestal because he did a fine job with this proposal (he jokes). It's two different functions. Lang: At the CB meeting last night, Com. Hafeman brought up setting the Elected Official salaries for the term of office, so they would know their salaries for the length of their term. Kleiman: Some counties set the elected official pays every two years (com. Term length). Some set them every four years (PA, Clerk, Treas, Sheriff term lengths). We've customarily done ours every year. Furlong: I wasn't at the meeting last night, I apologize for that. But there was a discussion on the pay raises for the elected officials? Williams, it wasn't really a discussion about the pay raises, it was more John just wanted to make sure that when someone runs for office they know what their pay will be for the full term. Kleiman: I think what Com. Nelson was getting at was next year is an election year. That maybe next year they should look at setting the pay for the full term of the elected officials. Com Furlong makes a motion to recommend proposal #2 to the County Board for approval; Williams supported the motion. 4/0 vote.

Public Comment: Bill Cech: RE: Proposal #2; will this proportionately keep the salaries in line with subordinates? Larry Schei: It has been brought to my attention, if our current sheriff was not to run again, we would be limiting our choices if the salary of the current sheriff is less than the salary of the employee wanting to run for office. This is something the county board should be aware of when making the decision here. Diane Lesperance: I don't know if you brought up the commissioner salary, but it seems like you haven't had an increase in many years. It might not be a bad idea for you all to look into that. Everyone else has been getting a 2% increase, except the commissioners.

Commissioner Comment: Williams: at least we're not doing what the city of Menominee did about a decade ago, and lower it.

Adjourn: Moved by Com. Piche supported by Com. Williams to adjourn the meeting at 9:35 A.M. Motion approved 4/0.

Menominee County, Michigan
Position Description

Title: Maintenance/Lineman
Department: Twin County Airport
Reports to: Airport Manager
Date Adopted: 10/27/2015

Purpose of Position

Ensures that safety in all areas of the airport operation is considered first and foremost. These areas include but are not limited to: operations of all vehicles, fueling and handling of aircraft, handling of emergencies, cleaning and maintenance of airport buildings.

Essential Duties and Responsibilities

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Conduct regular and preventative interior and exterior maintenance on airport buildings.
- Operate and complete maintenance, at regular intervals, on all airport equipment including heavy equipment and miscellaneous small engines. This includes checking for normal operations of all equipment during periods of non-use.
- Conduct safe fueling operations on all aircraft purchasing fuel at the airport. This includes maintaining familiarity with all types of aircraft and their fueling needs and procedures for conduction their fueling operations. In addition, close attention must be paid to the regular inspection of the fuel farm, its pumping equipment, hoses and the underground storage tanks. Sumping of the storage tanks must be done at regular intervals as required by the airport's fuel supplier.
- Maintain all airport surface lighting as necessary. This includes runway, taxiway, rotating beacon and building lights.
- Perform snow removal and grass cutting as required. Consideration should be given to conserving cost by limiting, to the extent possible, the consumption of fuel used in performing these operations.
- Maintain fuel and aircraft engine oil inventories to insure sufficient supplies.
- Police the airport property on a regular basis to insure wildlife is clear of runways and not allowed to remain on the airport grounds. Special attention should be paid during periods of migration and during the runway check that is to be made each morning.
- Maintain a pleasant relationship with all customers using the airport and bear in mind that the airport exists to serve the community and the customer.

Knowledge, Skills, Abilities and Experience Required to Perform Essential Job Functions

- Ability to read, comprehend and communicate both verbally and in writing, at a level associated with completion of a high school degree or equivalent training.
- Training and/or experience in mechanics, diesel and gas engine repair and basic plumbing and basic electricity.
- Prior practical airport work experience in the above areas is preferred.
- Be in good physical condition and capable of performing tasks that require physical stamina.
- Possess a current and valid driver's license.
- Ability to operate all airport equipment to include, but not limited to, fuel farm, grader, plow truck, sander, blower, front end loader, tractors and lawn movers, pick up truck and miscellaneous power and hand tools.
- Be capable of working with minimum supervision and make independent decisions regarding work to be done on a daily basis.
- Ability to use tact and courtesy in dealing with users of the airport, fellow airport employees, FAA and State officials, Menominee County employees and other outside agencies.
- Ability to calculate fuel costs, credit card charges and charges to standing credit accounts accurately.
- Knowledge of how to respond to emergencies at the airport involving aircraft accidents or incidents, fires or personal injuries.
- Be familiar with use of the UNICOM and broad casting of weather and traffic advisories.

Environmental Adaptability

- Safety must be considered paramount in all aspects of airport operations. Hazards that may be encountered include operation of machinery and heavy equipment, grass cutting, snow removal, fueling of aircraft, working outside inclement weather that will bring discomfort, summer temperatures and occasional high noise levels.

The above statements are intended to describe the general nature and level of work being performed by an airport maintenance/lineman at the Twin County Airport. They are a general summary of the job, responsibilities, duties and skills required.

Menominee County, Michigan is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee's Signature

Supervisor's Signature

Date

Date

Airport Committee/Job	Employee Name	Grade/Step	Current Salary	PROJECTED % INCREASE 1.02	PROJECTED SALARIES	LONGEVITY	HOSP PLAN	HOSPITAL INS	LIFE INS	FICA	FICA-MED	WORK COMP	RETIREMENT	TOTAL
Airport Mgr./Lineman 2th.wk	Vacant		\$26,000		\$26,000	0	none	\$0.00	\$0.00	\$1,612	\$377	\$0	n/a	\$27,989
Maintenance-Lineman	Lafleur, Jeff	per agreement	\$19,612		\$40,788.80	\$1,000.00	Emp + spouse	\$12,655.59	\$30.00	\$2,394.74	\$560.06	\$0.00	10th rank	\$57,429.19
Maintenance-Lineman - PT 20 hr/wk	Schultz, Gary L.	per agreement 6.23.14	\$12,000		\$12,480.00	\$0.00	none	\$0.00	\$0.00	\$773.76	\$180.96	\$0.00	n/a	\$13,434.72
					79,269	1,000		\$12,655.59	\$30.00	\$4,781	\$1,118	\$0	\$0.00	\$98,853

MENOMINEE COUNTY CLERK & REGISTER OF DEEDS

MENOMINEE COUNTY COURTHOUSE, 839 TENTH AVENUE, MENOMINEE, MI 49858

MARC KLEIMAN

County Clerk and Register of Deeds

To: Menominee County Board of Commissioners
From: Marc Kleiman
Date: February 2, 2016
Re: Deputy Court Clerk

I have recently had a vacancy in the position of Deputy Court Clerk in my office. I have conducted interviews and have offered the position to Dawn Brazeau. Dawn has accepted the offer and will be starting in my office on Monday, February 15, 2016. The position is currently a Grade 7. The previous employee Lisa Frost was budgeted at a Grade 7, Step 3 at \$16.87/hr and March 1st she would have moved to a Grade 7, Step 4 \$17.49/hr. Article 24, Section 2 of the Courthouse Union Contract states that a new employee can start at a Step 3 with approval of the Board of Commissioners based on experience and ability over and above the desired minimum qualifications. Dawn is bringing over 25 years of experience as a Court Clerk and Legal Assistant. Given those facts, and that a Grade 7, Step 3 is already budgeted for in my office. I am asking the Board of Commissioners to grant Dawn the starting wage of Grade 7, Step 3 at \$16.87/hr.

Sincerely,



Marc Kleiman
Menominee County Clerk

ARTICLE 24
COMPENSATION

SECTION 1. Rates of Pay. For each classification there is a Start Rate, Intermediate Rates, and a Maximum Rate. The rates are set forth in the Wage Classification/Compensation Plan, Appendix "A" attached to this Agreement.

SECTION 2. Appointments. Original appointments to any position will be made at the start rate of the classification. However, based upon the recommendation of the Department Head and County Administrator, the Board of Commissioners may approve compensation up through the three (3) year rate in the wage schedule for the classification upon the new employee's appointment. Any such appointment beyond the normal start step level shall be based on experience and ability over and above the desired minimum qualifications specified for the position as determined by the Employer.

SECTION 3. Wage Advancement. New employees at the start step shall advance to the next step of their wage grade on the employee's anniversary date of one (1) year of continuous County service in their classification. Further advancement within the wage range shall be by successive steps effective on the employee's anniversary date of his/her requisite number of years of continuous County service in their classification, as set forth in the wage schedule.

ARTICLE 25
EMERGENCY MANAGER

An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, shall have the rights provided under said Act.

ARTICLE 26
TERMINATION AND MODIFICATION

Termination and Modification. This Agreement shall continue in full force and effect until December 31, 2017.

If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same. It shall not be obligatory on either party, however, to reopen negotiations during the agreed-upon period for effectuation of this Contract.

If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.

Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, return receipt requested, addressed, if to the Union: to General Teamsters Local Union No. 406, 2013 1st Avenue North, Escanaba, Michigan 49829; and if to the Employer, addressed: Menominee County Board of Commissioners, 839 Tenth Avenue, Menominee, Michigan, 49858; or to any such address as the Union or the Employer may make available.

MENOMINEE COUNTY
ADMINISTRATOR'S PERFORMANCE EVALUATION
February 2016 (Brian Bousley)

Rating Scale: 1 = Deficient
 2 = Below normal expectations
 3 = Meets normal expectations
 4 = Excellent

Relationship with Board

- Keeps Board informed of organizational activities, progress & problems.
- Is receptive to Board members ideas and suggestions.
- Makes sound recommendations for Board activity.
- Maintains a friendly courteous attitude toward Board members.
- Follows up on all problems and issues brought to his attention.

*Comments:

Total

Effective Leadership of Staff

- Hires and maintains competent staff members.
- Encourages staff development.
- Deals with staff honestly and fairly.
- Maintains open, concerned, and congenial relations with staff.
- Delegates effectively.
- Involves staff in appropriate decision making
- Appears to communicate well with staff.
- Assesses the performance of employees fairly and reasonably.
- Encourages cooperation among Department Directors.
- Facilitates positive staff morale.

*Comments:

Total

Management Skills and Abilities

- Maintains a smooth running administrative office.
- Prepares all necessary reports and keeps accurate records.
- Speaks and writes acceptably.
- Plans well in advance.
- Is progressive in attitude and action.

*Comments:

_____ Total

Personal and Professional Attributes

- _____ Displays good grooming.
- _____ Projects professional demeanor.
- _____ Participates in professional activities such as association activities.

*Comments:

_____ Total

Fiscal Management

- _____ Prepares a balanced budget.
- _____ Completes the year with a balanced budget.
- _____ Displays common sense and good judgment in business transactions.
- _____ Adequately supervises physical operations.

*Comments:

_____ Total

Community and Public Relations

- _____ Represents the organization in a positive professional manner.
- _____ Actively promotes the organization to the public/media.
- _____ Maintains relationships with Local, State and Federal representatives.

*Comments:

_____ Total

_____ **OVERALL SCORE**

Overall Comments:

Date: _____

Commissioner _____

ADMINISTRATOR SELF EVALUATION

1. Since the last evaluation, what are some of your accomplishments:
2. What areas could be improved upon or expanded to better fulfill the responsibilities and duties of the County Administrator position:
3. Are there any areas within your current job description which need to be added, deleted or amended:
4. What are several goals you are pursuing for the following year? (Objective goals):
5. What areas do you feel you need improvement in to be a more effective County Administrator:
6. Review of previous goals:

EMPLOYMENT AGREEMENT

THIS AGREEMENT dated this **24 day of May, 2011**, 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. Bousley** (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 on an annual basis in conjunction with and corresponding to the start date of this contract.

3) **Employment Term.**

(a) The Employee shall be Employed under this Agreement for a term (the "Employment Term") commencing on May 22, 2011 ("Commencement Date") and terminating on the close of business on May 1, 2013, unless sooner terminated as provided in Section 6 hereof. Upon expiration of this term on May 1, 2013, 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 contractual 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:

_____, through May 1, 2013 - \$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 prorate 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 also receive retirement benefits, health insurance, and life insurance.

(See Appendix A)

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 event 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 waiver 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:

COUNTY OF MENOMINEE:

By: James Furlong
Its: Chairman of the Board of Commissioners

IN THE PRESENCE OF:

EMPLOYEE:

Brian R. Bousley