

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is made this ___ day of November 2023, between the Township of White Lake (the “Township”) and David Hieber (Assessor).

The Township hereby desires to employ David Hieber as its Assessor, and he hereby accepts such at-will employment in accordance with the terms and conditions of this Agreement.

1. **Term.** Employee’s at-will employment under this Agreement shall commence on November ___, 2023 (the “Effective Date”) and shall continue up and until such time that either party exercise Section 6 of this Agreement.

2. **Duties of Assessor.** Employee’s duties are described on the attached job description which will be assigned by the Township Supervisor. These are general in nature and not exclusive. The Employee agrees to devote his full time, attention and best efforts to the performance of such duties. The Employee shall also perform such additional duties assigned by the Township. The work schedule of the Employee shall normally be 8:00 a.m. to 4:30 p.m. or 8:30 a.m. to 5:00 p.m. Monday-Friday, however he will be required to respond to emergencies or operational issues, as necessary, and attending board or committee meetings outside normal work hours, as directed by the Township Supervisor. The Township reserves the right to make adjustments to this provision as necessary.

3. **Salary.** Commencing with the Effective Date hereof, the Township agrees to pay the Employee a salary sufficient to provide the Employee annual compensation of \$ 98,495 Effective January 1, 2024, annual salary \$ 101,450. Employee shall be paid in equal installments, during the Township’s regular payroll periods. The Assessor is eligible for non-union increases approved by township board resolutions or motions.

4. **Fringe Benefits.** Commencing with the Effective Date hereof, the Township agrees to provide the Employee with benefits which include: health insurance, paid time off, retirement benefits, and all other benefits are subject to adjustment and modification at the discretion of the White Lake Township Board of Trustees. Specifically, these include, but are not limited to: medical, dental, vision and group term life insurance. The Employee has been provided with a copy of the present benefits guide which are subject to change.

The Township will provide a 401(A) with an employer contribution of 9% and a mandatory employee contribution of 5%. This plan shall have 100% vesting after 2 years.

The employee shall not receive a retiree health care savings plan and no other pension benefits will be provided. Additionally, for retirement purposes, the Employee is not entitled to retiree healthcare.

Vacation time: three weeks per calendar year, after five years seniority, employee will follow the Township’s vacation policy in Policies and Procedures.

5. **Exempt.** The position is an exempt position. The Employee acknowledges that he is not eligible for overtime pursuant to the FLSA or Michigan Wage and Hour law.

6. **At-Will Employee and Termination Without Cause.** Employee shall serve at the pleasure of the Supervisor and Township. During his employment with the Township, the Employee acknowledges that this is an at-will appointment, and either the Township or Employee may terminate employment, with or without cause, at any time during the duration of this Agreement.

Upon termination of employment, the Employee shall return all documents, correspondence, files, papers, or property of any kind, of all types of nature pertaining to the Township, which the Employee may have in his possession or control and a signed statement verifying return of all such property.

In the event the Township Assessor is terminated for any reason other than for just cause the Township agrees to pay a lump sum cash payment equal to six (6) months compensation at the Assessor's then current rate.

7. **Performance Evaluation.** The Township may conduct an evaluation of Employee's performance at its discretion. The evaluation shall be as determined by the Township Supervisor and/or Board of Trustees.

8. **Arbitration.** If a dispute arises concerning this Agreement or Employee's employment with the Employer, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the Employer may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's employment arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the Employer and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer and Employee. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.

9. **Notices.** All notices under this Agreement shall be given in writing.

10. **Entire Agreement.** This Agreement is the entire agreement of the parties and supersedes any prior written or oral understandings. No extrinsic or oral evidence may be used to modify, vary or construe its terms. No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by the Employee, Township Supervisor and Township Clerk, upon prior authorization of the Township Board. Oral statements made by any representative or employee of the Township cannot alter the terms of this Agreement.

11. **Reservation of Rights.** This Agreement in no way limits, modifies or restricts the rights of the Township Supervisor or Board and all rights are specifically retained. No arbitrator has authority or jurisdiction to limit or alter in any way those rights.

12. **Assignment.** The Employee may not assign any of his rights or delegate any of his duties under this Agreement.

13. **Severability.** The provisions of this Agreement are severable, and if any provision of this Agreement shall be, for any reason, invalid or unenforceable, the remaining provisions shall nevertheless be valid, enforceable, and carried into effect.

14. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Michigan.

15. **Binding Effect.** The rights and obligations of the parties shall accrue to the benefit of, and be binding upon, the parties and their respective heirs, executors, personal representatives and successors.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and date first above written.

WITNESS

WHITE LAKE TOWNSHIP

Human Resources Manager

Supervisor

Clerk

David Hieber