

WHITE LAKE TOWNSHIP

COMMUNITY DEVELOPMENT DEPARTMENT

DATE: June 10, 2022

TO: Rik Kowall, Supervisor
Township Board of Trustees

FROM: Sean O'Neil, Community Development Director

SUBJECT: Building Official Employment Agreement

As you and I have discussed, Nick Spencer has done an exceptional job since coming aboard full-time as the White Lake Township Building Official on January 6, 2020. Nick has not only excelled in the original role he was hired into, but has taken on occasional ordinance enforcement duties, as well as the Township's new Rental Housing Program. We are in agreement that the Township wants to not only recognize the work he has done, and the additional duties he has taken on, but we also want to retain him for many years to come. He has undoubtedly proven his value and commitment to White Lake and, therefore, I propose that his employment contract be amended to include the following:

- Reinstatement of the four (4) step wage scale, for the Building Official position, that his predecessor worked under.
- An immediate promotion from step two (2) to step three (3) on the wage scale. I propose that this would be effective on June 20, 2022, with Township Board approval.
- A promotion to step four (4), which is top pay, on his next work anniversary. That date is January 6, 2023.
- An additional one (1) week of annual paid vacation time.
- A compensatory time bank, not to exceed forty (40) hours, for meetings and after hours work assignments.

The wage scale and time off referenced above are included the attached red-lined contract amendment. I believe that the request is fair and equitable for both parties, and is consistent with what has been previously offered to management level employees of the Township. If you have any questions, or require additional information, please do not hesitate to contact me.

Thank you.

FIRST AMENDMENT EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made this 21st day of June, 2022 between the Township of White Lake (the "Township") and Nicholas Spencer (the "Building Official" or "Employee").

The Township hereby desires to employ the services of Nicholas Spencer as its Building Official, 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 June 21, 2022 (the "Effective Date") and shall continue up and until such time that either party exercise Section 6 of this Agreement

2. **Duties of Building Official.** Employee's duties are described on the attached job description which will be assigned by the ~~Township Supervisor~~ Community Development Director. 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, as are within the general realm of the Building Official's position with the Township as determined 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 p.m., Monday-Friday, however he will be required to respond to operational issues, as necessary, and attending board or committee meetings outside normal work hours, as directed by the ~~Township Supervisor~~ Community Development Director. 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 starting compensation of \$86,867. The Employee shall be paid in equal installments, during the Township's regular payroll periods. The following wage scale will apply for subsequent years of service:

After 1 year: ~~\$76,055-~~ \$80,697
2 years: ~~\$78,956-~~ \$ 83,775
3 years: ~~\$81,870-~~ \$ 86,867
4 years: \$ 90,340

4. **Fringe Benefits.** Commencing with the Effective Date hereof, the Township agrees to provide the Employee benefits as set forth in the White Lake Township Personnel and Procedure Manual. The Employee hereby acknowledges that these benefits which include: health insurance, paid time off, MERS 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.

Additionally, for retirement purposes, the Employee is not entitled to retiree healthcare. Presently, the Township contributes \$100 per month to a healthcare savings plan. It has a 10-year vesting period.

Vacation time will also be provided to the Employee. He will receive seventeen (17) vacation days annually. ~~Subsequently, he will receive three (3) weeks vacation commencing on the anniversary of his 5th year of employment.~~ Eight (8) days of sick time will **continue to** be provided annually, ~~after 90 days of employment~~, of which two (2) days can be used annually for personal days.

Compensatory time may be earned not to exceed 40 hours in a calendar year. The Building Official cannot utilize more than 40 hours of compensatory time per year. Time may be earned for after hour meetings and after work assignments. This time cannot be paid out if unused.

The Employee will also receive a cell phone issued by the Township. The Township reserves, however, the right to amend this and other benefits and may offer a stipend instead if the cell phone is discontinued at their discretion.

5. **Exempt.** The position involved is an exempt position.

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.

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~~ Community Development Director and/or ~~Board of Trustees~~ Township Supervisor.

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 labor and 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.

WHITE LAKE TOWNSHIP

Nicholas Spencer

SUPERVISOR

WITNESS

TOWNSHIP CLERK
