

**EMPLOYMENT AGREEMENT BETWEEN**  
**THE TOWNSHIP OF MACOMB AND THOMAS D. ESORDI**

THIS AGREEMENT made this 1st day of January, 2017, by and between the Township of Macomb, a Michigan municipal corporation ("Township") and Thomas D. Esordi ("Employee")

**WITNESSETH:**

**WHEREAS**, the Township is a Michigan municipal corporation created pursuant to and acting in accordance with the constitution and statues of the State of Michigan; and

**WHEREAS**, the Township has offered and the Employee has accepted the position of Human Resources Director/General Counsel for the Township; and

**WHEREAS**, the Township and Employee desire to set forth the terms and conditions which will govern the Employee's employment with the Township;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Township and Employee agree as follows

1. **Non-Union Position.**

The position of Human Resources Director/General Counsel is a confidential position, and therefore, exempt from collective bargaining purposes.

2. **Duties and Supervision.**

The Employee, under the general direction of the township Supervisor, will manage the day to day legal representation of the Township and manage the responsibilities of the Human Resources Department and exercise direct supervision over all legal matters and the Human Resources Department. The Employee will administer the policies and programs as adopted by the Township Board of Trustees in the operation of the Human Resources Department.

The Employee, as general counsel, under the general direction of the Township Supervisor will oversee all legal matters involving, or potentially involving, the Township. Employees duties shall be those required of and owed by an attorney to a client in the State of Michigan; such duties will include, but not be limited to:

- a. the application of all Federal and State laws and regulations governing the relationship of the Township with its employees;
- b. labor negotiations, grievance proceedings and all related matters including, but not limited to, mediations and arbitrations.

- c. supervision of district court prosecutions and all related matters including selection and retention of outside counsel to handle day to day proceedings;
- d. regularly occurring legal matters of the Township, including litigation matters;
- e. regularly review and approval of the activities and billings of outside retained counsel for the purpose of containing legal costs and expenses.

The Employee in his capacity as General Counsel shall have the authority and duty, under the general direction of the Township Supervisor to contract with outside legal counsel when, in the Employees exercise of his/her legal discretion, such arrangement is in the best interest of the Township and/or legally required. Such retentions will be subject to Board review. The Board shall not unreasonably restrict or deny General Counsel's choices of outside retained counsel.

The Employee shall also be responsible for the administration, operation and general efficiency of the Human Resources Department and may be called upon to do any or all of the following duties:

- a. Plan and direct the development and administration of human resource policies, rules and regulations affecting all personnel and services including employment compensation benefits, union relations, staff development, equal opportunity, nondiscrimination, counseling, safety and personnel systems and records.
- b. Plan and direct the development and administration of compensation programs. Maintain an orderly system of job classifications. Review requests for job reclassification, and make appropriate recommendations to the Township Supervisor and Board.
- c. Coordinate benefit activities such as those concerned with communicating of employee benefits, benefit provider selection, and troubleshooting employee problems in the benefit area. Analyze statistical data, and research descriptive data, including cost containment to determine trends
- d. Coordinate and direct Township compliance with the Americans with Disabilities Act, Family and Medical Leave Act, Anti-Discrimination Laws, and other federal and/or state directives
- e. Administer contractual agreements with all Township personnel and advise Department Heads on the interpretation of all contractual agreements.
- f. Administer the personnel program for all Township employees and any employees hired pursuant to Federal, State, or local programs and/or grants.
- g. Plan and conduct new employee orientation to foster positive attitudes toward public service employment

- h. Assist in the development and administration of policies and procedures for selection, transfer, and promotion.
- i. Prepare and update all job descriptions, departmental personnel forms and departmental manuals.
- j. Administer all personnel and attendance records for Township employees
- k. Participate in the negotiation and administration of collective bargaining agreements including the interpretation and application of union contracts, and grievance and arbitration procedures.
- l. Administer disciplinary procedures; advise Department Heads and supervisory personnel regarding appropriate disciplinary action to insure consistency and appropriateness of discipline. Draft disciplinary changes for serious misconduct and participate in disciplinary review meetings at which charges are presented.
- m. Represent the administration as necessary in grievance proceedings.
- n. Plan, prepare and administer the budget for the Human Resources Department
- o. Appear before the Township Board when requested, and perform other related duties as directed by the Township Supervisor and/or Township Board

The Employee will perform all other duties that may be required pursuant to the express and implied terms of this agreement or where directed by the Township Supervisor or Board of Trustees.

3. **Compensation.**

The Employees compensation will be One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars per year payable in equal bi-weekly installments less State and Federal withholding and other applicable deductions.

4. **Benefits.**

Employee shall receive those benefits as described on the Summary of Benefits attached as Exhibit A.

5. **Annual Review.**

Employee's performance and compensation will be reviewed by the Board or an appointed committee of the Board on an annual basis.

6. **Just Cause.**

The township and Employee agree that all disciplinary action or discharge shall be for just cause and that disciplinary action shall be progressive except where Employee's misconduct warrants immediate discharge.

7. **Drugs, Alcohol Free Workplace.**

The Employee acknowledges and understands that the Township is a drug/alcohol free workplace and the Employee agrees to abide by the Township's drug/alcohol policy. The Employee will execute an acknowledgment of receipt of policy and acknowledge consent to testing.

8. **Modification.**

Modification of the Employment Agreement shall be of no force or effect unless first approved by the Township Board of Trustees and contained in a written document signed by the Township Supervisor, Clerk and the Employee. Any modification to the Employment Agreement shall be attached to the Agreement and maintained in the Employees personnel file.

9. **No Oral Agreements.**

No modification shall be deemed effective unless in writing. There are no representations or collateral agreements or oral agreements whatsoever and no implied warranties or conditions or stipulations of any kind between the employee and the Township are contained herein.

10. **Governing Law.**

This Agreement and performance hereunder shall in all respects be governed and interpreted by the laws of the State of Michigan.

11. **Severability.**

The invalidity of any provision or obligation hereunder, or the contravention thereby of any law, rule or regulation shall not relieve the Employee or Township from its obligations nor deprive either the Employee or the Township of the advantages contained in any other provision of this Agreement.

12. **Professional Insurance and Dues.**

To the extent the Township is advised by its insurance providers and chooses Employee to maintain professional malpractice insurance, the Township shall pay for (including reimbursement if circumstances dictate) for the same.

The Township shall be responsible for payment of the Employee's State of Michigan Bar dues.

13. **Professional Flexibility Clause.**

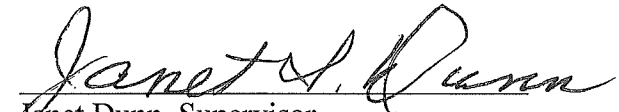
It is understood and agreed that in his capacity of a member in good standing of the State Bar of Michigan that the employee is not prevented from providing legal services to other clients provided that such representation does not conflict with his primary obligations under this contract and that such representation is reported to and approved by the Supervisor.

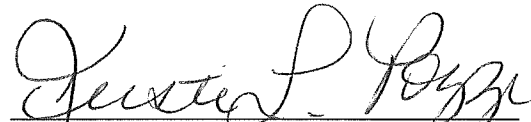
14. **Notice.**

Any notice required to be given in writing under this Agreement shall be deemed given when personally delivered, or when mailed to the other party by prepaid certified mail at the address specified for each party herein, or at such other address as shall hereinafter be designated by written notice of either party.

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

TOWNSHIP OF MACOMB  
A Michigan municipal corporation

  
Janet Dunn, Supervisor

  
Kristi L. Pozzi, Clerk

  
Thomas D. Esordi, Employee

General Counsel/Human Resources Director  
Compensation & Benefit Summary  
Exhibit A

- Employment: Just Cause  
Reporting directly to Township Supervisor
- Annualized Compensation: Annual salary shall be \$150,000 reviewed annually by the Board of Trustees
- Medical & Vision Insurance: Blue Cross Blue Shield Community Blue Plan1, Group 007011519, Division 0006, for General Counsel/Human Resources Director, Fire Chief, and Deputy Fire Chief, specific employees not covered under a collective bargaining agreement
- Dental Insurance: Delta Dental of Michigan for General Counsel/Human Resources Director, Fire Chief, and Deputy Fire Chief, specific employees not covered under a collective bargaining agreement
- Life Insurance: One Times Annual Salary under Mutual of Omaha, Class 001-General Counsel/Human Resources Director, Fire Chief, and Deputy Fire Chief, specific employees not covered under a collective bargaining agreement.
- Disability Insurance: Short-term and Long-term under National Insurance Services (Madison National Life) General Counsel/Human Resources Director, Fire Chief, and Deputy Fire Chief, specific employees not covered under a collective bargaining agreement
- Holidays: Township Observed Holidays such as New Year's Day, MLK Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day
- Paid Time Off: Employee shall carryover any balance of PTO hours until the Employee's anniversary date. At that time, the Township shall renew the Employee's bank of PTO hours in the amount of two hundred sixteen (216 hours) per anniversary year. At the time of the employee's retirement from the Township, the Employee shall be compensated for the balance of accrued/banked PTO hours at seventy-five (75%) value.
- Employee Assistance Program: Ulliance EAP Program

General Counsel/Human Resources Director  
Compensation & Benefit Summary  
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Mileage Reimbursement

Employees who are required to use their personal vehicle in the performance of their job will receive a non-taxable reimbursement for mileage at a rate as determined by the Internal Revenue Service. Mileage reimbursement will be made on a monthly basis. Requests for reimbursement of mileage will be documented and supported on a reimbursement form furnished by the Employer.

Retirement

Pension            The employer agrees to provide a Defined Contribution 401(a) Pension Program whereby the employer will contribute an amount equal to ten percent (10%) of the employee's annual salary (base pay only) and the Employee, at Employee's option, may contribute an amount equal to five percent (5%) of their annual salary. Participation in this plan begins on the first day of the month following ninety (90) days of continuous employment.

Deferred Compensation Plan

The employer will sponsor a 457(b) Deferred Compensation Plan as a supplemental retirement plan to eligible employees. Employee participation in this plan is totally voluntarily and may begin on the first day of the month following ninety (90) days of continuous employment. Under this plan, an employee may defer compensation according to the Internal Revenue Service (IRS) regulations

Insurance

Employee shall be eligible for \$20,000 of Group Term Life Insurance provided he is age fifty-five (55) or older with ten (10) or more years of full-time employment with Macomb Township

Bereavement:

As provided to Non-Represented Employees

Mandatory Coverage:

- a. Workers' Compensation
- b. Social Security
- c. Unemployment Insurance

General Counsel/Human Resources Director  
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Bar Associations:

The Township recognizes the Employee's history with several professional associations and will pay for dues associated with appropriate associations as approved by the Supervisor. Township shall be responsible for payment of the Employee's State of Michigan Bar dues.