

**AMENDMENT TO EMPLOYMENT AGREEMENT  
BETWEEN  
THE TOWNSHIP OF MACOMB  
AND  
ROBERT D. PHILLIPS**

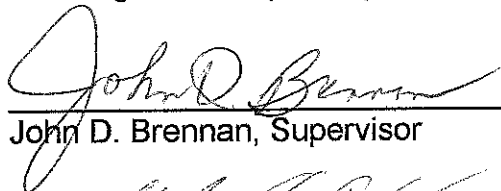
**WHEREAS**, on March 22, 2006, the Township of Macomb ("Township") and Robert D. Phillips ("Employee") entered into a written contract whereby the Employee accepted the position of Fire Chief for the Township; and

**WHEREAS**, it is now necessary to amend Paragraph 4 of the contract, with regard to compensation.

**NOW THEREFORE**, Paragraph 4 of the Employee's Employment Agreement is amended to read as follows:

1. Paragraph 4. Compensation. The Township shall pay to the Employee compensation at the department head rate, together with annual increases as established in the collective bargaining agreement with the American Federation of State, County and Municipal Employees, Local 1917, Council 25. The Employee's compensation shall be paid in equal bi-weekly installments less deductions for state and federal withholding and other applicable deductions.
2. All provisions of the Employment Agreement not amended herein shall remain in full force and effect.

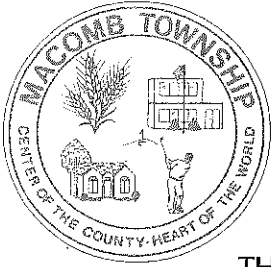
TOWNSHIP OF MACOMB  
a Michigan municipal corporation

  
\_\_\_\_\_  
John D. Brennan, Supervisor

  
\_\_\_\_\_  
Michael D. Koehs, Clerk

  
\_\_\_\_\_  
Robert D. Phillips

Dated: 01/15/2008



**EMPLOYMENT AGREEMENT BETWEEN  
THE TOWNSHIP OF MACOMB AND ROBERT D. PHILLIPS**

THIS AGREEMENT made this 22 day of March, 2006, by and between the Township of Macomb, a Michigan municipal corporation ("Township") and Robert D. Phillips, ("Employee").

WITNESSETH:

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

WHEREAS, the Township has offered and the Employee has accepted the position of Fire Chief 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 mutual covenants and promises herein contained, the Township and Employee agree as follows:

1. Non-Union Position

The position of Fire Chief is an executive position and, therefore, exempt from collective bargaining purposes.

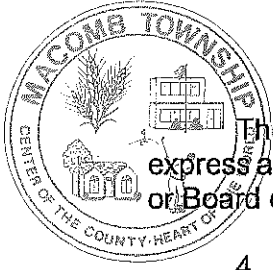
2. Probation

The Employee shall not be required to serve a probationary period.

3. Duties and Supervision

The Employee, under the general direction of the Township Supervisor, will manage the day to day responsibilities of the Fire Department and exercise direct supervision over employees both full-time and paid on-call employees of the Fire Department. The Employee will administer the terms and provisions of the Township ordinance relative to the Fire Department, Department Standard Operating Procedures, Policies and Programs as adopted by the Township Board of Trustees.

The Employee shall be responsible for the administration, operation and general efficiency of the Fire Department and may be called upon to do any and all of the following duties more particularly described in Attachment "A" which is made a part hereof.



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

4. Compensation

The Township shall pay to the Employee compensation at the rate of Eighty One Thousand, Thirty Six and 00/100 (\$81,036.00) Dollars. The Employee's compensation shall be paid in equal, bi-weekly installments, less deductions for state, federal withholding and other applicable deductions. The Employee's compensation shall be reviewed by the Board of Trustees annually. The position of Fire Chief is exempt from the overtime provisions of the Fair Labor Standards Act.

5. Benefits

The Employee shall receive those benefits more particularly described in Attachment B which is made a part hereof. A description of the benefit plans is contained in the plan documents, which may be obtained from Human Resources.

6. Uniforms

The Township will follow Article XV: Protective Gear of the full-time fire fighter agreement with MAFF in providing Protective Gear, Dress Uniforms, Uniform and Clothing Allowance, and Replacement of Personal Clothing and Glasses.

7. National Fire Academy

The Township recognizes the Employee's history with the Academy and the Employee's desire to continue attending and/or teaching at the Academy on an annual basis. The Township is agreeable to the Employee's participation in the Academy provided that the time is limited to no more than one (1) week a year. The Township will not provide for the payment or reimbursement of expenses encountered in the Employee's attendance other than to continue the Employee's base salary during this event.

8. 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 discipline or discharge.

9. Township Policies and Procedures

The Employee acknowledges receipt of Township policies and procedures governing his employment with the Township. The Employee has read and understands the policies and procedures and agrees to abide by the polices and procedures now in effect or as may



be amended. The Employee will execute an acknowledgment of receipt of the polices and procedures received from the Township.

10. Modification

Modifications of the employment agreement shall be of no force and 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 Employee's personnel file.

11. No Oral Agreements

No modifications 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.

12. Governing Law

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

13. 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.

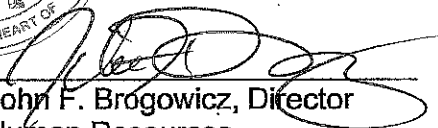
14. Notice

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.

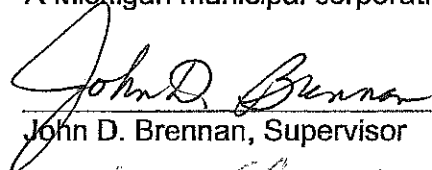
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

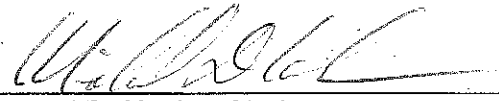


Witnesses:

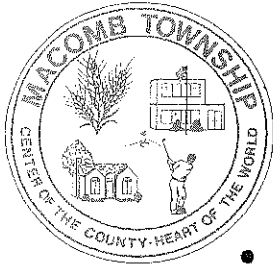
  
John F. Brogowicz, Director  
Human Resources

TOWNSHIP OF MACOMB  
A Michigan municipal corporation

  
John D. Brennan, Supervisor

  
Michael D. Koehs, Clerk


  
Robert D. Phillips

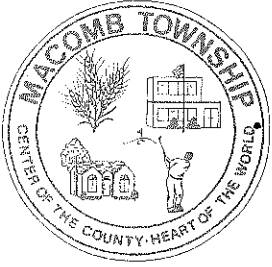


## ATTACHMENT "A"

### DUTIES AND RESPONSIBILITIES OF THE FIRE CHIEF


- Establishes policy and procedure for all phases of Fire Department operations while administering and maintaining policies consistent with efficient fire prevention and fire control programs.
- Provides for training and development of personnel and maintenance of fire apparatus, equipment and buildings.
- Maintains a sufficient complement of personnel on-duty and the necessary equipment to insure effective fire control.
- Directs planning and development of Fire Department programs based on standards of preparedness.
- Conducts staff meetings to discuss administration, operations, fire prevention, and fire control.
- Evaluates and approves Department training programs.
- Responsible for the care and management of all building, apparatus, equipment, supplies, and all other property and equipment assigned to the Fire Department.
- Directs functions of the Fire Department consistent with overall goals of the Township.
  - Responsible for handling departmental activity when proposed programs affect other Township Departments.
  - Attends meetings with other department heads to discuss organizational projects and problems.
- Directly supervises officers, provides general guidance and direction, holds regularly scheduled meetings to discuss plans, problems, and activities; and receives oral and written reports, projects, assignments and other matters regarding department operations.
- Evaluates performance of subordinate officers, assesses the effectiveness of operations, and at his/her discretion may direct and supervise operations.
- Indirectly supervises Fire Department personnel.

  
R.D.P.  
Employee



Delegates areas of responsibility such as administration, apparatus and equipment, building maintenance, training, supplies, hose records, classifying reports, photography, arson investigation, and fire prevention to officers, Fire Fighters, and administrative staff.

- Receives daily records and correspondence as well as monthly activity reports from Command Officers.
  - Sets-up regularly scheduled meetings with officers to discuss problems, plans and activities, makes recommendations for hiring, promoting and firing personnel.
  - Responsible for enforcing rules and regulations and administering discipline for violations.
  - Administers Collective Bargaining Agreements covering Fire Fighters, salaried and hourly personnel.
- Represents the Fire Department at meetings and/or conventions; participates in local fire organizations; speaks to civic groups and other interests parties about department activities; releases information to the news media; and performs other duties as provided by law.
  - Maintains good working relationships with neighboring Fire Department for the purpose of mutual aid.

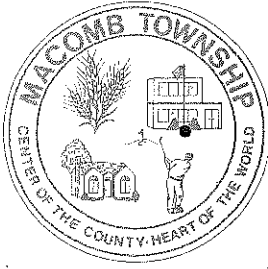
  
R.D.P.  
Employee



**ATTACHMENT "B"**  
**BENEFIT SUMMARY**  
**FIRE CHIEF**

- **Health Care** is provided through Blue Cross Blue Shield (BCBS) of Michigan. The BCBS Community Blue Plan 1, a Preferred Provider Organization (PPO), is at no cost to non-represented management employees. A BCBS Traditional Plan 1 with Master Medical and a Blue Care Network Health Maintenance Organization (HMO) are also available with any increase in premiums paid by the employee.
- **Dental Insurance** is provided through Delta Dental Plan of Michigan for employees and eligible family members. DeltaPremier covers 75% for services such as exams, x-rays, cleanings, fillings and bridges up to a maximum of \$1,200 per person, per benefit year. Orthodontic services are covered at 50% for dependents up to age 19, with a lifetime maximum of \$1,500 per eligible person.
- **Vision Insurance** is provided through Blue Cross Blue Shield's Vision Service Plan (VSP) and allows employees and their eligible family members a complete eye examination once every 12 months. Additional benefits include a \$120 frame allowance or a \$105 allowance toward a contact examination and lenses.
- **An Opt-Out Provision** is available for medical, hospitalization, dental and vision provided proof of alternate medical and hospitalization coverage through another source is provided. The monthly cash payment is equal to fifty percent of the average monthly cost of 'single rate' plans.
- **A Defined Benefit Pension Plan (Act 345)** and retirement benefits as provided under Article 21 of the Collective Bargaining Agreement between Macomb Township and MAFF/MTFFFA dated January 1, 2004.
- **A 457(b) Deferred Compensation Plan** is available through Nationwide Retirement Solutions or ING Life Insurance and Annuity Company. Employees may defer a percentage of their wages into a supplemental retirement savings plan that is voluntary, self-directed, and funded with pre-tax contributions.
- **Life Insurance** is provided through American United Life Insurance Company. This is a term life policy that provides for a \$40,000 life insurance benefit with accidental death & dismemberment.
- **An Employee Assistance Program** is provided through Health Management Systems of America for *confidential*, problem assessment, short-term resolution and referral service.
- **Short-Term and Long-Term Disability Insurance** is provided through National Insurance Services. The plan will provide a monthly benefit of 70% of salary for the first year, 60% thereafter with certain maximums. Note: Macomb Township is currently establishing the short-term disability benefit plan.

  
R.D.P.  
Employee



**A Section 125 Flexible Benefit Plan** is an Employer-sponsored plan that allows employees to set aside a portion of their salary before taxes are calculated for the reimbursement of Internal Revenue Service (IRS) approved health and dependent care expenses that would otherwise have to be paid with after-tax dollars. Employee participation in this Plan is voluntary.

- **Holidays** are provided by Macomb Township. At present, there are 14 paid holidays.
- **Vacation** is provided at the rate of 10 days per year. After completing five years of employment, 15 vacation days are provided.
- **Personal Time** is provided at the rate of 32 hours per year.
- **Sick Time** is earned up to a maximum of 64 hours per year at the rate of ~~6.67~~ hours per month to a maximum of 8 days in any 12-month period. There is no buyout of sick time.
- **Direct Deposit** is available for employee convenience. Employees may have payroll wages directed into a maximum of three accounts and/or financial institutions.
- **Credit Union Membership** is available through the Macomb Schools and Government Credit Union. Membership provides a variety of services, including no fee share draft accounts.
- **Supplemental Insurance** programs are available at employee's own expense through AFLAC, such as life, sickness, accident and cancer insurance.
- **Voluntary Life Insurance** is available for employee's and their eligible dependents through American United Life at employee's own expense.

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TWP

R.D.P.  
Employee