

ADDENDUM TO EMPLOYMENT AGREEMENT

THIS ADDENDUM TO FIRE CHIEF EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of December 18, 2019, by and among Macomb Township ("Macomb Township" or "Employer") a Michigan municipal entity and Robert D. Phillips ("Fire Chief" or "Employee").

RECITALS

WHEREAS, the Fire Chief is employed with Macomb Township pursuant to an employment agreement dated January 11, 2017 ("Employment Agreement"):

WHEREAS, in 2016, the Fire Chief's Employment Agreement was updated and the following language regarding his medical benefits was inadvertently left out:

Retiree Medical & Hospitalization, Dental, and Vision Insurance:
Employer shall provide the Employee with Retiree Medical & Hospitalization, Dental, and vision Insurance provided he retires the provisions of a Regular Retirement under this agreement. This coverage will be paid for by the Employer.;

WHEREAS, when the Employment Agreement was created, the same language was also inadvertently left out;

WHEREAS, the Employment Agreement, Exhibit A, incorrectly refers to providing a uniform for the Deputy Fire Chief; and,

WHEREAS, On December 18, 2019 the Macomb Township Board of Trustees unanimously voted to "insert into the Fire Chief's 2016 agreement to include Retiree Medical & Hospitalization, Dental and Vision Insurance".

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Retiree Coverage.** The Employment Agreement shall be amended to include the following language:

The Employer shall provide the Employee with Retiree Medical & Hospitalization, Dental, and vision Insurance provided he retires under the provision of a Regular Retirement as defined by Public Act 345. This coverage will be paid for by the Employer.

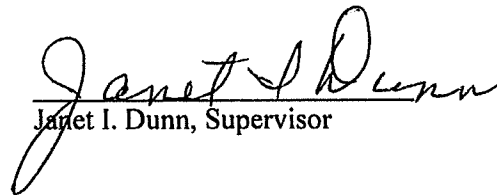
2. **Correction of Benefit Language.** Exhibit A to the Employment Agreement shall be corrected to read the following:

Uniforms: The Township shall provide the Fire Chief with protective gear, a dress uniform, an annual uniform and clothing allowance of seven hundred dollars (\$700.00), and up to two hundred (\$200) annual allowance for the replacement of personal clothing and/or eye glasses damaged in the line of duty.

3. **Continuation of Employment Agreement.** All other terms and conditions of the Employment Agreement shall remain in full force and effect.

MACOMB TOWNSHIP

Dated: 10-12-2020


Janet I. Dunn, Supervisor

Dated: 10-12-2020


Robert D. Phillips, Fire Chief

**FIRE CHIEF
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into on this 11 day of January, 2017, between Macomb Township, Michigan, referred to as "Township", and Robert D. Phillips Fire Chief, hereinafter referred to as "Fire Chief" ("Agreement").

RECITALS

WHEREAS, Township has engaged the Fire Chief for the Township's Fire Department since 2006; and

WHEREAS, the parties enter into this new Agreement as an outline of their continued employment relationship.

NOW, THEREFORE, the parties agree as follows:

1. **EMPLOYMENT.** Township hereby employs Fire Chief, and Fire Chief accepts employment and pursuant to the terms and conditions of this Agreement. All prior agreements, oral or written, are terminated by the execution of this Agreement and have no further force or effect unless expressly stated herein.

2. **TERM.** The term of this Agreement shall be effective December 22, 2016 and shall continue for an unspecified period of time.

3. **DUTIES.** Fire Chief shall, at all times, be bound by the oath taken as a firefighter and obligated to act in the best interest of Township and the health safety and welfare of its residents and their property. At a minimum, Fire Chief shall be bound by all rules, regulations, position descriptions and policies now in existence or hereafter adopted by Township, in its sole and absolute discretion.

4. **SALARY AND BENIFITS.** Township shall compensate Fire Chief as set forth below:

Salary: Fire Chief's base annual salary shall be \$115,000, commencing on December 22, 2016.

Commencing on January 1, 2017 base annual salary shall be \$117,875.

Commencing on January 1, 2018 base annual salary shall be \$120,821.

Upon execution of this Agreement the Fire Chief shall be entitled to a one time stipend of \$2,000.00

Township Vehicle: Fire Chief shall be assigned a township vehicle for business use as determined by Township policy.

Benefits: Fire Chief shall receive those benefits as described on the Summary of Benefits attached as Exhibit A.

5. **OUTSIDE EMPLOYMENT.** Fire Chief shall devote Fire Chief's entire time, attention and energies to the Township's business in performing the duties as Fire Chief. During the term of this Agreement, Fire Chief shall not be engaged in any business activities which interfere with Fire Chief's current duties or accept remuneration for services from any source other than Township, except as approved by Township at its sole and absolute discretion.

6. **DISCIPLINE AND/OR TERMINATION.** All disciplinary action up to and including discharge shall be for just cause and that such discipline should be progressive except where the employee's conduct warrants immediate discharge.

7. **GOVERNING LAW.** This Agreement shall be construed under and enforced in accordance with the laws of the State of Michigan.

8. **SECTION HEADINGS.** Section headings are for the convenience of the parties only and shall have no substantive effect.

9. **NO OTHER INDUCEMENT.** The parties acknowledge and agree that there are no inducements to the execution of this Agreement, other than those set forth herein.

10. **MISCELLANEOUS.**

A. **ENTIRE AGREEMENT.** This Agreement and the Exhibit constitutes the entire agreement between the parties with respect to the matters contained herein, and there are no representations, oral or written, relating to these matters which have not been incorporated herein. This Agreement may only be amended in a writing signed by all of the affected parties hereto. All provisions of this Agreement shall survive the execution hereof.

B. DOCUMENT REVIEW. Fire Chief acknowledges and agrees he has carefully reviewed all of the terms and conditions set forth in this Agreement; that all necessary authorizations to enter into this Agreement have been obtained; that he has had an opportunity to discuss these terms and conditions with his legal counsel and/or professional advisors; that he has the authority to execute this Agreement and to perform the obligations hereunder; that he fully understands these terms and conditions; and that he executes this Agreement of his own free will and volition, with the intent to be bound hereby.

C. SEVERABILITY. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, all other provisions shall remain in full force and effect. If any provision is found to be overbroad in scope or duration, the breadth of the provision shall be reduced to the maximum allowable by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

FIRE CHIEF


1-11-17
(Dated)



Robert D. Phillips

TOWNSHIP

1-11-17
(Dated)

By: 
Its: Supervisor and
Authorized Representative

Fire Chief
Compensation & Benefit Summary
December 22, 2016

Employment: Just Cause
Reporting directly to Township Supervisor

Position Description: Fire Chief as approved by Board of Trustees, and as amended by the Board of Trustees at their sole and absolute discretion

Annualized Compensation: Fire Chief's base annual salary shall be \$115,000 commencing on December 22, 2016.

Commencing on January 1, 2017 base annual salary shall be \$117,875.

Commencing on January 1, 2018 base annual salary shall be \$120,821..

Upon execution of this Agreement the Fire Chief shall be entitled to a one time stipend of \$2,000.00

Township Vehicle: Fire Chief shall be assigned a township vehicle for business use as determined by Township policy

Medical & Vision Insurance: Blue Cross Blue Shield Community Blue Plan1, Group 007011519, Division 0006, for 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 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-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) Human Resources Director, Fire Chief, and Deputy Fire Chief, specific employees not covered under a collective bargaining agreement

Fire Chief
Compensation & Benefit Summary
December 22, 2016

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 forty four (244 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

Deferred Compensation Plan: Voluntary participation in the Macomb Township 457(b) Deferred Compensation

Pension: Act 345 Defined Benefit Pension Program

Uniforms: The Township shall provide the Deputy Fire Chief with protective gear, a dress uniform, an annual uniform and clothing allowance of seven hundred dollars (\$700), and up to two hundred dollars (\$200) annual allowance for the replacement of personal clothing and/or eye glasses damaged in the line of duty.

Bereavement: As provided to Non-Represented Employees

Mandatory Coverage:

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

Fire Chief
Compensation & Benefit Summary
December 22, 2016

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 per year the Township will not provide for the payment or reimbursement of expenses encountered in the employees attendance other than to continue Employee's base salary during this event.