



Charter Township of Washington Supervisor's Office

COUNTY OF MACOMB
STATE OF MICHIGAN

"EMPLOYMENT AGREEMENT"

THIS AGREEMENT made this _____ day of _____, 2022 by and between the Charter Township of Washington, a Michigan municipal corporation ("Township") and Brian S, Tyrell ("Employee").

WITNESSETH:

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

WHEREAS, Employee has held the position of Fire Chief with the Washington Township Fire Department pursuant to the terms of an Employment Agreement dated January 1, 2017; and

WHEREAS, the January 1, 2017 Employment Agreement will expire on December 31, 2022; and

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

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

1. Duties

Employee shall be responsible for the administration and operation of the Washington Township Fire Department. Employee's duties shall include, but not be limited to;

- A. Providing technical information; and conferring with employees of other Township Departments in the development of long-range fire suppression and prevention plans.
- B. Providing oversight and maintenance of the daily operations and functions of the Washington Township Fire Department.
- C. Scheduling, prioritizing, assigning, reviewing and evaluating Fire Department Personnel and programs.
- D. Overseeing and managing the preparedness, response and recovery operations for the Washington Township Fire Department.
- E. Ensuring availability of sufficient staff to meet fire suppression needs by reviewing and approving vacation and overtime schedules as well as assigning and transferring personnel as required for the efficient operation of the Department.
- F. Meeting with administrative staff, community groups and Township management to

assist in the analysis and identification of trends for short- and long-term planning efforts to determine the needs of the community.

- G. Preparing a preliminary and final annual Fire Department budget for review by the Personnel Committee. Monitoring the annual Fire Department budget to ensure that Department expenditures fall within budget constraints.
- H. Reviewing and investigating complaints of Fire Department personnel.
- I. Conducting internal hearings concerning Fire Department personnel to obtain information related to disciplinary actions, grievances and alleged violations of Fire Department policies and regulations.
- J. Developing marketing and implementation of new and innovative programs and services that emphasize creative problem-solving within the Department.
- K. Serving as the Fire Department representative in negotiations with the Township and the Collective Bargaining Representatives of Department Firefighters.
- L. Supervising and implementing Fire Department equipment procedures and training programs to meet and exceed minimum standards for fire insurance rating as well as assisting in the development of plans to meet such standards.
- M. Assuming responsibility for grant funding research, development, submission and grant compliance requirements.
- N. Assuming responsibility for the development, application and enforcement of Fire Department Standard Operating Procedures and Guidelines.
- O. Working Hours: The Employee shall work from 8:00 a.m. to 4:30 p.m., Monday through Friday. However, the Township recognizes that in fulfilling Employee's responsibility for the administration, operation and efficiently of the fire department, that his duty hours may necessitate fulfilling his responsibilities at various times of the day and may require his work during the evenings and midnight hours. On that basis, the Township agrees that Employee may be flexible in fulfilling his obligation a full-time employee. **The use of Comp time may be used, with Executive Committee approval, during times of overtime not to exceed 24 hours to be used current year in lieu of overtime.**
- P. Employee, in carrying out his responsibilities as described above, shall demonstrate the following:
 - 1. Ability to cooperate with the governing body, staff, community citizens and leaders, peer organizations and neighboring towns;
 - 2. Ability to effectively communicate both written and verbal
 - 3. Good work habits as an example to employees;
 - 4. Ability to effectively lead employees;
 - 5. Full and efficient utilization of all facilities and services; and
 - 6. Management skills necessary to maximize the fire/emergency services made available to the patrons and minimize the cost to the Township taxpayer.

Township shall conduct a performance review based upon the above mentioned criteria and overall performance of job duties. The review will be completed each year. It is the duty of

Employee to meet with Township and establish a time and place for the annual evaluation. Procedures for the evaluation will be adopted by the Township.

2. Compensation

A. Salary: Township shall pay Employee an annual compensation in the amount of **One-Hundred ten-thousand and 00/100 (\$110,000.00)** Dollars through March 31, **2027**. Compensation shall be paid to Employee bi-weekly during the term of this Agreement. In addition to Employee's annual compensation, Employee shall receive overtime pay at the rate of one and one half (1 1/2) times his effective hourly rate only in those instances in which Employee participates in an emergency fire response after regular business hours.

B. Additional Compensation: Employee shall receive, on April 1 of each year of this Agreement, **a two (2%)** percent increase in his base salary.

C. Annual Bonus: Employee shall be eligible for an annual bonus not to exceed **one and half (1.5%)** percent of his annual base salary. The decision to pay Employee a bonus rests within the sole and absolute discretion of Township. A bonus will be based exclusively on Township's judgment of Employee's performance and an evaluation of the Township's annual goals as set forth, in part, in the annual budget. The bonus incentive involves an annual evaluation of both Employee's work performance and the Township's achievement of financial goals. Township's decision to award Employee an annual bonus will be based on an evaluation of Employee's individual goals and the performance of his duties as well as the Township's overall performance as measured against annual goals and objectives. The payment of an annual bonus is a lump sum payment, does not increase Employee's annual base salary and shall not be calculated in determining Employee's retirement benefits. The bonus will be payable on September 30 of each year if awarded.

3. Employment Benefits

Employee shall be entitled to the following benefits provided by the Township:

A. Personal Days

Employee shall be entitled to six (6) personal days per year during the term of the Agreement.

B. Holiday Pay

Employee shall be eligible for time-off for all holidays as established annually by the Washington Township Board of Trustees.

C. Pension

Employee shall participate in the current defined contribution plan in effect for all full-time IAFF Employees. Employee is currently vested in Township contributions.

Provided that there is no additional cost to the Township, and if allowed under IRS regulations so that it does not jeopardize the tax qualifications of the plans, Employee will be able to access his retirement and HCSA after both twenty (20) years of service and achieving age 55. Employee will be responsible for any applicable taxes or penalties he may incur as a result of his access to retirement and HCSA. The Township shall provide a two (2%) percent match for Employee's HCSA calculated on Employee's base salary.

The Township's pension contribution shall be twelve percent (12%) with an additional two percent (2%) if Employee adds a two percent (2%) in matching funds. **Note Me-Too Clause if Fire Dept. renegotiates this, the chief shall receive the same.**

The Township pension contribution shall be made as a percentage of the base pay of Employee. Base pay shall not include items such as overtime, longevity, acting pay, vacation pay and holiday pay.

D. Sick Leave

Employee shall accrue one (1) day per month (twelve (12) days per year) paid sick leave. Employee may accumulate not more than two hundred (200) paid sick leave days. Upon voluntary separation, retirement or death, the Township shall pay twenty-five (25%) percent of all accumulated sick leave to Employee, or Employee's estate. At the election of Employee, upon the annual anniversary of his hiring, the Township shall pay to Employee, twenty five (25%) percent of all or part of, at Employee's discretion, his accumulated sick leave over thirty (30) sick leave days. Upon voluntary separation from employment, retirement or death, Employer shall pay Employee, or Employee's estate, twenty-five (25%) percent of all accumulated sick leave.

E. Uniform Allowance

Employee shall receive an annual uniform maintenance and replacement allowance in the sum of Four Hundred (\$400.00) Dollars payable on Employee's date of hire. In the event Employee is terminated during the term of this Agreement, no uniform maintenance and replacement allowance will be made to Employee for the year during which the Employee is terminated.

County Specs will be used for dress uniforms (i.e., Class A).

F. Fire Department Vehicle

Employer shall provide Employee with a Township-owned vehicle which shall be available to Employee for both on-duty and off-duty use provided that off-duty use is limited to an area no greater than twenty-five (25) miles of the Township boundary.

G. Longevity Par

Employee shall receive longevity annually in the amount of One Thousand Five Hundred (\$1,500) Dollars.

H. Physical

Employee shall routinely submit to a physical examination at least every eighteen (18) months. Upon request of the Township, Employee must submit to further physical examination to remain qualified to work. As a condition of continued receipt of benefits, Township, at its expense, may require Employee to submit to a physical examination or other tests as recommended by a physician, in order to verify Employee's ability to return to full-time work as it relates to illness or injury leave.

I. Education

Employee, upon approval of the Township Supervisor or his/her designee, may take courses required to maintain certification and/or attend required seminars related to his position as Fire Chief.

Employee may take additional job-related courses and/or seminars intended to improve or upgrade Employee's skills and ability to benefit the Fire Department, subject to the approval of the Township Supervisor or his/her designee. Township's obligation to reimburse

Employee for tuition shall not exceed Two Thousand Five Hundred (2,500) Dollars annually. Employee shall also be reimbursed for maintaining membership in various organizations as approved by the Township Supervisor or his/her designee.

J. Vacations

Employee shall receive twenty-five (25) vacation days annually. Requests for vacation time should be submitted to the Township Supervisor or his/her designee. Unused vacation days will be paid out at the end of each anniversary year.

K. Life Insurance

Employer shall purchase and pay the premium on a life insurance policy for Employee in at least the amount of \$100,000. The life insurance policy shall be a reasonable equivalent to the current policy in effect for members in the International Association of Fire Fighters, Local 3299 ("IAFF").

L. Long-Term Disability Insurance

Employer shall provide Employee with the same long-term disability insurance in effect, or a reasonable equivalent, as is provided to bargaining unit members in the IAFF.

M. Sick Leave

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N. Medical Insurance

Employee is entitled to receive current medical, dental and vision plans or reasonable equivalents. The current plans are:

- 1) Medical - Michigan Blue Cross and Blue Shield (BCBS) PPO Plan, Flex Blue 3 (Benefit Summary Exhibit 1)
- 2) Dental Plan is The Standard (Benefit Summary Exhibit 2)
- 3) Vision Plan is BCBS Vision Service Plan (Benefit Summary Exhibit 3)

The Township will reimburse all deductibles/co-payments and pay all premiums under the medical plan. In the event BCBS discontinues or otherwise modifies the plan, the Township shall have the right to provide Employee with an alternate health care plan with benefits at least equal to those provided in the current plan

If Employee opts out of Township provided health insurance, he shall receive \$150.00 family or \$112.50 two people bi-weekly in the cafeteria plan each year in place of health insurance coverage.

Employer intends to negotiate with the IAFF for flexibility to provide reasonably equivalent alternate medical plans to those described above in return for reductions in IAFF Employee share of costs. In the event an agreement IS reached with the IAFF for equivalent alternative medical plans, this Paragraph will be adjusted to reflect those changes.

A. Health Care Savings Account

Employee shall be entitled to participate in the Township's Health Care

Savings Account ("HCSA") which will be administered by the Municipal Employee' Retirement System ("MERS"). Employee must commit to contribute a minimum of \$5.00 per pay to participate in the ongoing MERS program and to receive the Township's 2% contribution. The Township shall contribute monthly two (2%) percent of the Employee's monthly base salary to the HCSA.

All deposits made by or on behalf of Employee to the HCSA shall become one hundred (100%) percent vested on behalf of Employee. Funds deposited, but not withdrawn by Employee, in any given year will carry over into the next year. In the event Employee terminates his employment with the Township, Employee is no longer eligible to deposit funds in the HCSA and the Township will no longer fund monthly contributions to Employee's HCSA. The Township shall not be liable for any taxable gain or loss which may occur if Employee makes any withdrawals from his HCSA.

B. Flexible Spending Accounts

Employee may voluntarily elect to participate to a Flexible Spending Account ("FSA") in addition to Employee's participation in the BCBS Flex Blue 3 Plan. The FSA will utilize Employee's voluntary, pretax contribution to pay for expenses. Contributions and expenses must be in compliance with IRS Guidelines. Such expenses may be outside the scope of the Township's Insurance coverage.

C. Post-Retirement Health Care

Except as otherwise provided in this Agreement the Township will not provide post-retirement health insurance coverage to Employee.

4. Residency

Employee shall be required to establish or maintain a residence located within **twenty (20)** miles of the boundaries of the Charter Township of Washington as a condition of continued employment.

5. Term of Agreement

The term of this Agreement shall commence on April 1, 2022 and continue in full force and effect until March 31, 2027. On or before January 1, 2027, Employee and Township shall meet to discuss an extension of the Agreement under terms and conditions negotiated by and between the parties.

6. Termination

Employee may be terminated from his employment under the terms and conditions of this Agreement for "just cause" only. The term "just cause" shall include, but not be limited to, insubordination, misconduct or failure to perform the duties and responsibilities contained in this Agreement.

7. Resignation

Employee reserves the right to resign his employment at any time upon providing the Township with ninety (90) days prior written notice. Upon receipt of Employee's written

notice of resignation, Employee's employment shall be deemed terminated.

Upon discharge, voluntary separation, retirement or death, the Employee or his/her estate will be paid 100% of holiday, vacation, and personal or comp bank hours which has accumulated to his/her credit. And 25% of sick bank hours which has accumulated.

8. Modification of Agreement

Modifications of this 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 Employee. Any modification to the Agreement shall be attached to the Agreement and maintained in the Employee's 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 be 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. Anniversary Date

Anniversary date of **April 1st** will be utilized for purposes of clothing allowance, retirement benefits, vacation days and personal days.

13. 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.

14. Term of Agreement

This Agreement shall remain full force **beginning April 1, 2022** and effect until March 31, 2027. **May be extended one (1) year at the Board of Trustee discretion. NOTE: This agreement nullifies any current or prior contract in existence.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____ in 2022 as written above.

Witnesses:

CHARTER TOWNSHIP OF WASHINGTON,
a Michigan municipal corporation

By: _____
Sebastian 'Sam' Previti, Its Supervisor

Witnesses:

EMPLOYEE:

Brian S. Tyrell