CITY OF WYOMING

EMPLOYMENT AGREEMENT – FIRE CHIEF

THIS AGREEMENT between Robert Austin, (hereinafter "Fire Chief"), and the City of Wyoming, a municipal corporation, of 1155 – 28th Street, S.W., Wyoming, Michigan 49509 (hereinafter the "City") is made effective February 6, 2006 on the following terms:

1. **TERM.** The City hereby employs Robert Austin as Fire Chief of the City. This appointment shall be effective February 6, 2006. The Fire Chief understands that he serves at the pleasure of the City Manager, who may terminate the Fire Chief at any time as provided by the City Charter and City Code.

2. **PERFORMANCE.** The Fire Chief agrees to perform the duties of the Fire Chief in a competent and professional manner. A job description has been provided the Fire Chief that the City may periodically revise with notice to the Fire Chief. The Fire Chief shall report to and be supervised by the City Manager.

3. **SERVICE DATE.** The Fire Chief's date of service with the City is January 15, 1979. The Fire Chief shall be credited with all earned benefits from his service date and shall accumulate benefits uninterrupted after the effective date of this Agreement.

4. **COMPENSATION.** The Fire Chief's salary for the position shall be established by the City Manager in accordance with the annual budget authorization, the City Charter and City Code. The salary shall be paid in accordance with City payroll procedures.

5. **BENEFITS.** The Fire Chief shall be provided the same insurance, holidays, vacation, sick leave, sick leave incentive, bereavement leave, educational benefits, and longevity as provided to department head employees in the Supervisory and

Administrative Association. The Fire Chief shall continue to receive the better of the above stated benefits or those provided under the Fire Fighters contract, except that vacation accumulation shall be the same as provided to the Supervisory and Administrative Association. The Fire Chief's retirement benefit shall be that provided the Fire Chief under the City's Retirement System.

6. **HEALTH INSURANCE CONTRIBUTION**. If the Fire Chief is enrolled in the City's sponsored group health insurance plan (excluding dental and vision), he shall contribute 10% toward the cost of the premium. The annual contribution shall not exceed 2% of the Fire Chief's annual base pay. The premium from which the contribution is calculated shall be based upon the premiums recommended by the City's insurer or, if applicable, third-party administrator.

7. **VEHICLE USE.** The Fire Chief shall continue to have limited use of a late model automobile. All maintenance, fuel, operating costs, and any other expenses of the automobile shall be borne by the City. The Fire Chief and City Manager may agree to alternative arrangements.

8. **SEVERANCE PAY.** The following conditions shall determine severance to Fire Chief.

(a) If the Fire Chief resigns or his employment is terminated for any of the following reasons, he shall not be entitled to any severance pay and his compensation will terminate on the last day worked:

(1) Criminal misconduct.

(2) Conviction of any felony, or of a misdemeanor involving bodily harm or dishonesty.

(3) Substantial failure to perform the duties of the Fire Chief.

(b) If the Fire Chief's employment is terminated by the City for any reason not set forth in subparagraph (a), or he voluntarily terminates employment in lieu of discharge, and the City in writing accepts such voluntary termination, he shall be entitled to severance pay in the amount equal to six months of pay, unused vacation and sick leave, pay out of other accrued benefits, and his insurance (health, dental, vision and life) shall continue to be paid by the City for the same period.

(c) Upon separation of employment for any reason other than those covered under paragraph (b), the Fire Chief shall receive the same pay out of sick leave, vacation, and other accrued benefits as provided members of the Administrative and Supervisory Association.

9. DISPUTES. Any disputes arising out of the terms and conditions of this Agreement may be submitted by the Fire Chief to an arbitrator mutually selected by the City and the Fire Chief, which selection shall be in accordance with the procedures of the American Arbitration Association. The City and the Fire Chief shall share equally the cost of the arbitrator and each shall be responsible for their own attorney's fees, except as provided below. If the Fire Chief prevails, the City will pay the arbitrator's fees and expenses. In addition, if the Fire Chief prevails and if the arbitrator finds that the City's position was arbitrary or capricious, the arbitrator may award that the Fire Chief be reimbursed for his reasonable attorney's fees.

10. RESIGNATION. The Fire Chief may resign his employment at any time upon 30 days' written notice to the City. Such resignation shall not entitle the Fire Chief to severance pay under paragraph 7 unless the City has agreed otherwise in writing.

11. SCOPE AND AMENDMENTS. This Agreement is made in accordance with the provisions of the City Charter and City Code and shall be the sole agreement of the parties, any written or oral contracts to the contrary notwithstanding. By way of illustration and not limitation, any prior agreement or promises, and any collective bargaining agreements, have no application to the Fire Chief or to the employment relationship between the Fire Chief and the City. This agreement may not be modified orally, but only by an agreement in writing signed by the parties.

12. SEVERABILITY. The invalidity or unenforceability of any term in this Agreement shall not affect the validity or enforceability of any other term in this Agreement. If any term in this Agreement is determined to be invalid, unenforceable or over broad in any respect, that term shall nevertheless be enforceable to the fullest extent permitted by law.

13. APPLICABLE LAW. The terms of this agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

CITY OF WYOMING

Dated: 12.27.05

Curtis Holt
Its: City Manager

Dated: 12/27/05

Robert Austin
Fire Chief

Amendment to Employment Agreement
Employee Contribution to Health Insurance

The City of Wyoming (City) and employee agree to modify the employee's Employment Agreement as follows:

Effective July 1, 2011, health insurance employee contributions and opt out provisions shall be on the same basis as members of the Administrative and Supervisory Association.

Dated: 6.13.12

Curtis Holt
Its: City Manager

Dated: 6/12/12

Robert Austin
Fire Chief

AUSTIN

JFK/pjl
121405

RESOLUTION NO. 22030

RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN EMPLOYMENT AGREEMENT WITH THE FIRE CHIEF

WHEREAS, the City Manager desires to enter into employment agreements with officers and employees in administrative service for the City, and,

WHEREAS, Section 4.7 of the City Charter allows the City Manager to "...exercise his judgement in the appointment or employment of officers and employees in the administrative service," and,

WHEREAS, the City Manager has negotiated an employment agreement with the Fire Chief, now therefore,

BE IT RESOLVED, that the City Manager is authorized to execute an employment agreement with the Fire Chief, and

BE IT FURTHER RESOLVED, that the City Manager is authorized to approve future amendments to this agreement that are generally equivalent to the existing City of Wyoming bargaining agreements.

Councilmember Bolt moved, seconded by Councilmember Vanderwood, that the above Resolution be adopted.

Motion carried: 7 Yeas, 0 Nays.

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on the 19th day of December, 2005.

Heidi A. Isakson
HEIDI A. ISAKSON
Wyoming City Clerk

22030