

# EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is made this TBD day of 2025, between the Township of White Lake (the “Township”) and J. David Feichtner (the “Fire Chief” or “Employee”).

The Township hereby desires to employ the services of J. David Feichtner as its Fire Chief, and he hereby accepts such appointed at-will employment in accordance with the terms and conditions of this Agreement.

1. **Term.** Employee’s appointed at-will employment under this Agreement shall commence on TBD, 2025 (the “Effective Date”) and shall continue up and until such time that either party exercise Section 6 of this Agreement

2. **Duties of Fire Chief.** The Fire Chief shall be the commanding officer of the Fire Department. The employee shall direct the fire and EMS work of the Township, be responsible for the safety of White Lake Township. Employees’ duties are more fully described on the attached job description which will be assigned by the Township Supervisor. These are general in nature and not exclusive. The Employee agrees to devote his full time, attention and best efforts to the performance of such duties. The Employee shall also perform such additional duties assigned by the Township, as are within the general realm of the Fire Chief’s position with the Township as determined by the Township. The work schedule of the Employee shall normally be 8:00 a.m. to 5:00 p.m., Monday-Friday, however he will be required to respond to emergencies or operational issues, as necessary, and attend board or committee meetings outside normal work hours, as directed by the Township Supervisor. The Township reserves the right to adjust this provision as necessary.

3. **Salary.** Commencing with the Effective Date hereof, the Township agrees to pay the Employee a salary sufficient to provide the Employee annual compensation of \$114,092.00. The Employee shall be paid in equal installments, during the Township’s regular payroll periods. He shall be eligible to receive any percentage wage increases as provided to the Township’s Administrative Personnel from the date of this agreement.

4. **Fringe Benefits.** Commencing with the Effective Date hereof, the Township agrees to provide the Employee benefits as set forth in the White Lake Township Personnel and Procedure Manual, except as modified in this Agreement. The Employee hereby acknowledges that these benefits which include health insurance, paid time off, retirement benefits, and all other benefits are subject to adjustment and modification at the discretion of the White Lake Township Board of Trustees. Specifically, these include, but are not limited to medical, dental, vision and group term life insurance. The Employee has been provided with a copy of the present benefits guide which are subject to change.

The Township will allow the Employee to be added to White Lake Township MERS Defined Benefit Plan – MERS Division 24, which has a mandatory participant contribution rate of 9.6%.

Additionally, for retirement purposes, the Employee is not entitled to retiree healthcare but has a Health Care Savings Plan in lieu of retiree health care. The Employee Health Care Savings Plan has a mandatory contribution of 3% and the Township contributes 3.5%.

Vacation time will be provided to the Employee. He will receive ten (10) vacation days front-loaded and eligible to use immediately at the start of employment. Sick leave will accrue as laid out in the Township Personnel Policies in the Employee's first year. Further vacation and sick leave will accrue as defined in the Township Personnel Policies.

The Employee will also receive a cell phone issued by the Township. The Township reserves, however, the right to amend this and other benefits and may offer a stipend instead if the cell phone is discontinued at their discretion.

5. **Exempt.** The position involved is an exempt position as is defined by the Fair Labor Standards Act (FLSA), and the Employee shall not be entitled to overtime pay for work beyond the regular work week.

6. **Appointed At-Will Employee and Termination Without Cause.** The Employee shall serve at the pleasure of the Supervisor. During his employment with the Township, the Employee acknowledges that this is an at-will appointment, and either the Township or Employee may terminate employment, with or without cause, at any time during the duration of this Agreement.

Upon termination of employment, the Employee shall return all documents, correspondence, files, papers or property of any kind, of all types of nature pertaining to the Township, which the Employee may have in his possession or control and a signed statement verifying return of all such property.

7. **Performance Evaluation.** The Township may conduct an evaluation of Employee's performance at its discretion. The evaluation shall be as determined by the Township Supervisor and/or Board of Trustees.

8. **Arbitration.** If a dispute arises concerning this Agreement or Employee's employment with the Employer, such dispute can be resolved only through binding arbitration pursuant to the terms of this arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Employee or the Employer may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's employment arbitration rules (except as modified herein). Such arbitration shall be heard by a single Michigan arbitrator. The determination of the arbitrator shall be binding upon both the Employer and Employee. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Employer and Employee. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction may be entered upon the award as long as the arbitrator does not exceed their authority or jurisdiction. This arbitration agreement specifically includes, but is not limited to, statutory claims of employment discrimination.

9. **Notices.** All notices under this Agreement shall be given in writing.

10. **Entire Agreement.** This Agreement is the entire agreement of the parties and supersedes any prior written or oral understandings. No extrinsic or oral evidence may be used to modify, vary or construe its terms. No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by the Employee, Township Supervisor and Township Clerk, upon prior authorization of the Township Board. Oral statements made by any representative or employee of the Township cannot alter the terms of this Agreement.

11. **Reservation of Rights.** This Agreement in no way limits, modifies or restricts the rights of the Township Supervisor or Board and all rights are specifically retained. No arbitrator has authority or jurisdiction to limit or alter in any way those rights.

12. **Assignment.** The Employee may not assign any of his rights or delegate any of his duties under this Agreement.

13. **Severability.** The provisions of this Agreement are severable, and if any provision of this Agreement shall be, for any reason, invalid or unenforceable, the remaining provisions shall nevertheless be valid, enforceable, and carried into effect.

14. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Michigan.

15. **Binding Effect.** The rights and obligations of the parties shall accrue to the benefit of, and be binding upon, the parties and their respective heirs, executors, personal representatives and successors.

**IN WITNESS WHEREOF,** the undersigned have executed this Agreement on the day and date first above written.

**WITNESS**

**WHITE LAKE TOWNSHIP**

\_\_\_\_\_

\_\_\_\_\_  
SUPERVISOR / DATE

\_\_\_\_\_  
TOWNSHIP CLERK / DATE

**WITNESS**

**FIRE CHIEF**

\_\_\_\_\_

\_\_\_\_\_  
J. DAVID FEICHTNER / DATE



## **Fire Department**

Charter Township of White Lake

### **White Lake Township Fire Chief**

**Hiring Authority: Civil Service**

**Employment Relationship: At Will**

**Exempt**

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#### **GENERAL RESPONSIBILITIES:**

The Fire Chief is responsible, under the general direction of the White Lake Township Supervisor, for the overall management of the Fire Department including inspections, all emergency management services and homeland security responsibilities as they relate to the fire service; planning, developing and directing a complete program of fire and emergency services in cooperation with the police services to protect the lives and property in the township; works in unison with the Police Department other department directors to coordinate efficient service to the community; ensures all fire service systems function optimally on a continuous, 24/7 basis; responsible for training for all department employees, as appropriate, to ensure that all functions of the department are utilized in a comprehensive manner to achieve service effectiveness.

The Fire Chief will be required to use initiative, discretion and specialized knowledge in the attainment of desired objectives. The Fire Chief will use strong analytical and problem-solving skills to identify and resolve a wide variety of problems that exist within a growing community and department to preserve the safety of the township. The position requires good communication skills and the ability to work as an effective team member.

The Fire Chief will ensure that the other fire command staff are aware of the various operations of the fire department to ensure the safety of the community is not compromised when the Fire Chief is away from the Township.

The Fire Chief is responsible for the management of a combined career and Paid on Call department to effectively service the community.

#### **ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:**

- Provides leadership and motivation to command officers and subordinates; promote unity between all fire department personnel and Township personnel.
- Coordinates the overall development and identifies maintenance and facility needs of the Fire Department.
- Ensures that department policies, rules and regulations are followed by department personnel.
- Prepares preliminary budgets based on past experiences, present needs and future expectations; monitor expenses regularly throughout the year.

- Directs departmental activities on fires and coordinate firefighting activities with other departmental supervisory personnel when needed.
- Performs duties of a firefighter when required.
- Maintains a working knowledge of fire investigation, fire inspection principles, the International Fire Code (latest adopted edition by White Lake Township), and Advanced Life Support emergency medical services.
- Supervises activities and participate in the recruiting, hiring, training, counseling, evaluating and disciplining of all subordinate personnel.
- Responsible for communicating with the Supervisor all incidents and circumstances in the fire department.
- Investigates citizen complaints.
- Prepares administrative reports, as required.
- Reviews fire incident reports as needed.
- Assures that all firefighting equipment and vehicles are in good operational order; recommend purchases and prepares bid specifications for new equipment.
- Assists in planning the future growth of the fire department, considering the community, available resources and reflecting the philosophy of the Township Board in order to make recommendations for needed personnel, facilities and equipment.
- Complies with SARA Title III provisions and any other existing or future Federal or State mandates regarding hazardous materials; participate in emergency preparedness programs for the Township.
- Demonstrates regular, predictable and dependable attendance.
- Attends Township Board meetings and other meetings as required.
- Performs related duties as assigned.

The list of job requirements, duties and responsibilities, physical abilities and other abilities are meant to be representative and not all encompassing. The Township reserves the right to add to, delete from, change and/or amend the requirements, duties and responsibilities, physical abilities, and other abilities herein above set forth.

### **QUALIFICATIONS (Education and Experience):**

#### **REQUIRED:**

- A bachelor's degree in fire management, public administration, public safety/emergency management, fire science or related field is preferred.
- Certifications of Firefighter I and II, Paramedic- State of Michigan, Fire Officer I, II and III.
- Graduation from the National Fire Academy, School of Fire Staff and Command or similar leadership and management.
- Valid State of Michigan Vehicle Operator's License.
- Current Michigan paramedic license, ACLS, BLS certification.
- Certified fire inspector credentials preferred.

- Cause and Origin experience preferred.
- Hazardous materials technician preferred.
- Knowledge of Michigan SARA Title III program/on-line Tier II manager, and firefighter right to know.
- NIMS/FEMA required courses: ICS 100, 200, 300, 400, IS 700 (IS 700 to be obtained within one year of employment)

**PREFERRED:**

- Fifteen (15) years minimum of fire service experience with five (5) years in a supervisory position.
- Michigan fire instructor I preferred

**SKILLS AND SPECIFICATIONS:**

- Ability to deliver and receive information, directions, and commands within the scope of the position.
- Ability to work effectively with other local government agencies, emergency service providers, and the general public.
- Working knowledge of modern fire suppression techniques and, and Advanced Life Support skills.
- Ability to operate the following tools and equipment: fire apparatus, fire pumps, hoses, self-contained breathing apparatus and other standard firefighting equipment, ladders, medical equipment, mobile radio, phone, general office equipment and other equipment as deemed necessary.
- Knowledge in building construction, fire behavior and hazardous materials. Thorough knowledge of the principles, practices and techniques of modern fire science to establish and maintain effective fire ground operations.
- Knowledge of the principles, practices and techniques of modern fire science to establish and maintain effective fire protection and suppression services..
- Thorough knowledge of professional public management techniques involved in budgeting, personnel administration, labor relations and operations management.
- Thorough knowledge of State and Federal laws, local ordinances and other regulations.
- Ability to assess information, analyze data, prepare comprehensive and accurate reports, and formulate policy and service recommendations.
- Ability to effectively communicate ideas and make presentations in a public forum. Ability in using a wide variety of technical presentation equipment.
- Ability to exercise a high degree of diplomacy in contentious or confrontational situations.
- Ability to maintain discipline; supervise staff through lower-level managers; lead and command employees effectively in standard and emergency conditions.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with the media, the public, other employees and representative of other governmental units.
- Ability to critically assess situations; solve problems; work effectively under stress within deadlines and in emergency situations.

- Ability to travel to other locations.
- While residency is not required, although preferred, the employee must live within thirty (30) miles of the nearest boundary of the township.

## **WORKING CONDITIONS/ PHYSICAL DEMANDS:**

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential function, duties and responsibilities of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee's environment can range from an office setting to highly dangerous fire-service related situations. Physical demands can range from sitting in an office or vehicle to the potentially enormous physical exertion associated with rescuing persons in emergency situations. The employee may be exposed to outside weather conditions, and potentially exposed to moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; risk of electrical shock; explosives; risk of radiation; and vibration. The noise level in the work environment ranges from quiet to moderate in the office to potentially loud in the field.

## **General Requirements and/or Disclaimers**

The above statements are intended to describe the general nature and level of work being performed by people assigned to this classification. They are not intended to be construed as an exhaustive list of all responsibilities and duties of an employee so classified.

Be physically able to perform the essential functions of the position, with or without reasonable accommodation.