

**GEORGETOWN
CHARTER TOWNSHIP**

**EMPLOYEE BENEFITS
MANUAL**

**October 13, 2014
Revised 12/11/2017**

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EMPLOYEE BENEFITS MANUAL

I, Richard VanderKlok, Clerk of Georgetown Charter Township, do hereby certify that this Manual was adopted at the regular Board meeting held October 13, 2014 and revisions were adopted at the regular Board meeting held December 11, 2017

Richard VanderKlok, Clerk
Georgetown Charter Township

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1.1 **EMPLOYEE BENEFITS**

1.2 **Insurance.**

The Township attempts to provide employees with as many benefits as possible to make their employment here more rewarding. These benefits include the following insurance coverages:

1. Health
2. Short-term disability
3. Life
4. Dental

An employee must be a full-time employee to be eligible for these benefits. Other eligibility requirements, premium sharing requirements, and detailed descriptions of these insurance benefits are available in booklet form (Summary Plan Descriptions) and will be furnished to the employee upon employment, when the employee becomes eligible to participate, or when there is a material change to the plan. In its sole discretion, the Township reserves the right to alter, amend or delete these insurance benefits. Of course, the terms and conditions set out in the insurance contracts are controlling.

1.3 **Worker's Compensation Insurance.**

All employees are covered by Worker's Compensation Insurance for disability or death as a result of accidental injuries or occupational diseases suffered in the course of employment. All injuries, even minor ones, must be immediately reported to the immediate supervisor. Worker's Compensation Insurance will provide such medical, surgical, and hospital services as are reasonably necessary to cure or relieve an employee from the effects of a work-connected injury or disease.

1.4 **Uniforms.**

The Township may provide and maintain uniforms for full time employees that are designated by the Personnel Officer who perform public services for the Township.

1.5 **Part-Time Employees.**

Regular part-time employees who have worked at least nine hundred fifty (950) hours in the previous calendar year, are eligible to receive up to twelve (12) hours of paid leave time. This time may be used for personal leave, sick leave or holiday pay at the employee's option. Scheduled absences shall be arranged with the Personnel Officer sufficiently in advance to avoid disruption of Township services. Part-time employees are not eligible for any other fringe benefits under the Manual including but not limited to, health, life, disability, paid time off (PTO) and sick days and pension. Part-time employees are covered by Workers' Disability Compensation Insurance.

1.6 **Holidays.**

(a) All full-time employees shall receive time off with pay at their regular rate for the following holidays:

Good Friday (½ day)
 Memorial Day
 July 4th
 Labor Day
 Veterans Day

Thanksgiving Day
 Day after Thanksgiving Day
 Christmas Eve Day
 Christmas Day
 New Year’s Eve Day (½ day)
 New Year’s Day

(b) Normally, holidays will be observed on the days on which they fall. The Township, in its discretion, may select an alternative date for the holiday if the holiday falls on a weekend. You will be notified as soon as possible if this occurs. The Township Superintendent may allow the employee to convert the day after Thanksgiving and/or Veterans’ Day into “floating holidays.” The use of these floating holidays shall be scheduled by mutual agreement between the employee and the Township Superintendent.

(c) Full-time non-exempt employees required to work on any designated holiday will be compensated as follows:

(1) Receive overtime pay at time and one half (1½) for the hours actually worked on such holiday, in addition to the holiday pay. However, there will be no pyramiding of overtime.

(2) If an employee so elects, he/she will be given compensatory time at time and one half (1½) for hours worked, in addition to the base holiday pay.

(3) These provisions shall not apply to employees subject to the stand-by and call our provisions.

(d) To be eligible for holiday pay an employee must be a full-time employee on the day of the holiday and must have worked on the last scheduled work day immediately preceding and immediately following the holiday unless he or she was on authorized paid time off (PTO) or sick leave.

(e) In no instance shall the vital services of the Township be interrupted by observance of any holiday.

1.7 Paid Time Off (PTO).

(a) Full time employees, as determined by the Superintendent, shall be entitled to PTO each year based on earned accumulated PTO beginning with the employee’s first full pay period (as established by the Township) and accrued with each subsequent full pay period. Years of length of service equals each complete twelve month period from the anniversary date of the employee’s full time start date. Calculations are based on the following schedule:

Length of Full Time Service with Township	Hours accrued per Pay Period	Maximum hours allowed to be carried over to the next calendar year
Less than 10 years	4.0 (13 days per year)	104
10 full years, less than 15	5.54 (18 days per year)	144
Greater than 15 full years	7.08 (23 days per year)	184

(b) At the discretion of the Township Superintendent and in order to attract experienced applicants, an employee may be granted up to 10 years of service credits for PTO purposes.

(c) Employees are required to take all of their PTO earned in one calendar year no later than the following calendar year. The maximum number of hours that are allowed to be carried over to the next calendar year is equal to the amount earned in one calendar year as listed in the chart above. No compensation will be paid for PTO not taken as stipulated. All eligible employees must arrange for their PTO in advance of the PTO date. All PTO must first be authorized by the Township Superintendent or his/her designee. In his/her sole discretion, the Township Superintendent or his/her designee reserves the right to refuse PTO requests due to staffing issues or other reasons deemed to be in the best interest of the Township.

(d) Any employee who is terminated for cause is not eligible to receive any of their accrued unused PTO.

(e) The provisions of this section are subject to interpretation by the Superintendent.

1.8 **Deleted**

1.9 **Sick Leave.**

(a) All full time employees shall start each calendar year with a total of eight (8) sick days.

(b) Up to five (5) days of unused sick leave may be carried over to the next year. Forfeited unused sick days will be paid to the employee at one half their value.

(c) Sick leave is to be used for legitimate, non work-related personal illness or injury. Sick leave may also be used for illness or injury of a member of the employee's immediate family, or illness or injury of a permanent member of the employee's household at the discretion of the Superintendent.

(d) The Township shall have the right to require medical substantiation for sick leave used and for the employee's ability to return to work.

(e) In case of incapacitating injury or illness for which the employee is or may be eligible for disability benefits under the Worker's Compensation Law of the State of Michigan, such employee shall be allowed such wage payments which, with his/her compensation benefit and weekly disability benefits, equal his/her regular wage, his/her sick leave days shall be cancelled proportionately to the Township's contribution. Upon exhaustion of his/her sick leave bank, the employee shall draw only those benefits as are allowable under the Worker's Compensation Law.

1.10 **Funeral Leave.**

All full time employees may, at the discretion of the Personnel Officer, be granted up to three (3) days paid leave for the necessary preparation for and attendance at the funeral of an immediate family member. An employee may, at the discretion of the Personnel Officer, be granted an excused absence to attend the funeral of other relatives or close friends.

1.11 **Jury Duty.**

In the event an employee is summoned for jury duty, a leave of absence shall be granted for that period of their jury duty. A full time employee shall be entitled to his/her normal rate of pay for time lost from his/her normal work schedule, less any amount received for such jury duty for up to 10 business days. In order to receive jury duty pay, an employee must (1) give the Township advance notice of the time that he/she is to report for jury duty; (2) give satisfactory evidence that he/she served as a juror at the summons of the court on the day(s) he/she claims such pay; and (3) return to work promptly if, after he/she is summoned by the court, he/she is excused from jury service.

1.12 **Military Leave.**

In an effort to encourage and assist employees in the performance of their military obligations, employees who are ordered to perform inactive duty for training, active duty for training, or extended active duty with the Armed Forces of the United States shall be granted a military leave of absence. Upon completion of this leave the employee shall be entitled to receive re-employment rights and other benefits as required by law.

1.13 **Family and Medical Leave.**

(a) **Eligibility.** Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). FMLA leave is available to “eligible employees.” To be an “eligible employee,” an employee must: (1) have been employed by the Township for at least 12 months (which need not be consecutive); (2) have been employed by the Township for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

(b) **Entitlements.** The FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

(1) **Basic FMLA Leave.** The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son, daughter or parent (but not in-law) who has a serious health condition;
- For the employee’s own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job; and/or

- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

(2) **Additional Military Family Leave Entitlement (Injured Servicemember Leave).** In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "covered servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member's office, grade, rank or rating.

(3) **Intermittent Leave and Reduced Leave Schedules.** FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember.

(4) **No Work While on Leave.** Working another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination.

(5) **Protection of Group Health Insurance Benefits.** During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

(6) **Restoration of Employment and Benefits.** At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the Township substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Township will notify employees if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

(7) **Notice of Eligibility for, and Designation of, FMLA Leave.** Employees requesting FMLA leave are entitled to receive written notice from the Township telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: a) their rights and responsibilities in connection with such leave; b) the Township’s designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and c) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The Township may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Township’s failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Township and employee can mutually agree that leave be retroactively designated as FMLA leave.

(c) **Employee FMLA Leave Obligations.**

(1) **Provide Notice of the Need for Leave.** Employees who take FMLA leave must timely notify the Township of their need for FMLA leave. The following describes the content and timing of such employee notices.

Content of Employee Notice. To trigger FMLA leave protections, employees must inform the FMLA Coordinator (Personnel Officer) of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Township to determine if the leave is FMLA-qualifying. Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Township’s questions to determine if absences are potentially FMLA-qualifying. If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Township has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

Timing of Employee Notice. Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Township notice of the need for leave as soon as practicable and must comply with the Township’s call-in procedures for daily absences. Employees who fail to give 30 days notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or

denied.

(2) **Cooperate in the Scheduling.** When planning medical treatment, employees must consult with the Township and make a reasonable effort to schedule treatment so as not to unduly disrupt the Township's operations. Employees must consult with the Township prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Township and the employees. When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment or to care for a covered service member, the Township may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

(3) **Medical Certifications.** Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the employee's responsibility to provide the Township with timely, complete and sufficient medical certifications. Whenever the Township requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Township's request. The Township shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Township will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Township (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify medical certifications. If employees choose not to provide the Township with authorization allowing it to clarify or authenticate certifications with health care providers, the Township may deny FMLA leave.

Initial Medical Certifications. Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Township has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Township's expense. If the opinions of the initial and second health care providers differ, the Township may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Township and the employee.

Medical Recertifications. Depending on the circumstances and duration of FMLA leave, the Township may require employees to provide recertification of medical conditions giving rise to the need for leave. The Township will notify employees if recertification is required and will give

employees at least 15 calendar days to provide medical recertification.

Return to Work/Fitness for Duty Medical Certifications. Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Township medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Township may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

(4) **Submit Certifications Supporting Need for Military Family Leave.** Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Township may require employees to provide: a) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and b) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Township may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Township may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

(5) **Substitute Paid Leave for Unpaid FMLA Leave.** Employees must use any accrued paid time off while taking FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement. Leaves of absence taken in connection with a disability leave plan or workers' compensation shall run concurrently with any FMLA leave entitlement.

(6) **Pay Employee's Share of Health Insurance Premiums.** During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Township notifies employees of other arrangements, whenever employees are receiving pay from the Township during FMLA leave, the Township will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Township upon leave.

The Township's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Township for the cost of the premiums the Township paid for maintaining coverage during their unpaid FMLA leave.

(d) **Questions about FMLA Leave.** If you have questions regarding this FMLA policy, please contact the FMLA Coordinator (Personnel Officer). The Township is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

1.14 **Personal Leave of Absence.**

(a) Full time employees with one year of service may apply to the Personnel Officer for a personal leave of absence without pay not to exceed six (6) months.

(b) At least twelve (12) continuous months must elapse from the end of a leave before additional leave time will be granted.

(c) Employees should submit their written requests as far in advance as possible to the Personnel Officer stating the reason(s) and anticipated length of leave. All requests for leave of absence must be approved by the Personnel Officer. Requests exceeding two weeks must be approved by the Township Board.

(d) An employee who does not return from a leave of absence at the specified time is considered to have resigned.

(e) An employee shall not take such a leave of absence for the purpose of obtaining other employment. An employee shall not work another job while on a leave of absence.

(f) A personal leave of absence will be unpaid. The Township will continue to maintain the group insurance for the employee for a maximum of 30 days. Individuals may maintain their coverage beyond the 30 day period as allowed by law.

(g) An employee will retain accrued seniority while on leave, but will not accumulate additional seniority while on leave.

1.15 **Short Term Disability.**

(a) **Eligibility.** All full time employees who have completed six months of employment, said period beginning on the first day of the month following the month of employment, shall be eligible for disability benefits.

(b) **Disability.** Eligible employees who have become wholly and continually disabled for a period of at least five (5) continuous days from performing any and every duty pertaining to his/her employment, either from illness or injury, and during the period of disability is under the direct care of a legally qualified physician or surgeon, shall be entitled to disability payments as provided below.

(c) **Amount of Benefit.** Eligible disabled employees shall be entitled to benefits payable weekly, beginning on the fifth day of continuous disability as defined herein, provided no disability payments shall begin until after the employee has used all of his or her benefits available for sick leave. Disability benefits shall be equal to 75% of the regular weekly wages of said employee in effect at the last week prior to disability of such employee. Leave taken under the FMLA will run concurrently with this policy.

(d) **Term of Disability Payments.**

(1) Weekly disability payments shall be for a maximum of six (6) weeks for any one continuous period of disability whether due to one or more causes, or for all successive periods of disability due to the same or related cause or causes which are separated by less than three weeks of continuous full time active work.

(2) Each employee is entitled to a maximum, in any 12-month period, of two (2) six (6) week periods of continuous disability payments due to unrelated causes, or related causes which are separated by more than three months continuous full time active work.

(3) Any disability payments due at date of death of an employee shall be paid to the estate of such employee.

(e) **Limitation on Payments Covered by Workers Compensation.** Disability payments shall not be available for work-related injuries. Workers' compensation coverage is provided for such injury or illness.

(f) **Notice of Claim and Proof of Claim.**

(1) Written notice of injury or illness must be provided to the Township within twenty (20) days after commencement of the date of claimed disability benefits by the employee or a representative of the employee. Within ten (10) days after such notice, the Township shall submit to the employee a proof of claim form which provides such information as may be needed or requested by the Township to determine the validity of the claim of disability and such proof of claim must be returned to the Township within fifteen (15) days after delivery to the employee.

(2) No payment of disability claim shall be paid until such time as proof of claim form has been received and approved by the Township.

(3) Failure to provide notice of proof of claim shall not invalidate any claim if it shall be shown that it was not reasonably possible to furnish such claim forms within the limited time, and such claim forms or information is given to the Township within a reasonable time.

(4) The Township shall at its own expense have the right and opportunity to examine the person of any employee whose injury or sickness is the basis of a claim hereunder when so often as may be reasonably required during the pendency of said claim.

3.0 **ACKNOWLEDGEMENT**

ACKNOWLEDGMENT (Benefit Manual Employee Copy)

Nothing in this Manual is intended to create or constitute an employment agreement with you.

The employee agrees to conform to the rules, policies and procedures of the Township. Notwithstanding any other provision in this Manual, the employee has the right to terminate this employment relationship at any time for any reason. Of course, the Township reserves this same right. It is understood that no supervisor or other representative of the Township, other than the Township Board, has any authority to enter into any agreement for employment with you or to make any agreement with you contrary to the provisions set out in this Manual. Any such agreement must be in writing and be signed by the Township Board before it will be deemed effective.

All decisions by the Township as to intent, interpretation or application of these policies shall be binding upon the employee. The Township will apply all policies in accordance with appropriate federal and state laws.

The Township reserves the right to change the policies in this Manual at any time. This Manual supersedes all prior handbooks, manuals, agreements and policies whether orally established or set out in writing and the most recent change shall be binding on you.

The employee consents to the publication of his/her photograph in any Township publication and hereby releases the Township and its agents from any and all liability for the use of this picture or news story.

The undersigned employee acknowledges that he/she has received the Township Manual and has agreed to abide by its terms and conditions. It is the employee's responsibility to read this Manual and to ask questions about anything that he/she does not understand.

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Signed: _____

Date: _____

11485 (013) 452852.1