

**GEORGETOWN
CHARTER TOWNSHIP**

**EMPLOYEE BENEFITS
MANUAL**

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Table of Contents

Section 1: Employee Benefits.....	3
1.1 Insurance.....	3
1.2 Worker’s Compensation Insurance.....	3
1.3 Life Insurance.....	3
1.4 Uniforms.....	3
1.5 Part-Time Employees.....	3
1.6 Holidays.....	4
1.7 Paid Time Off (PTO).....	4
1.8 Paid Sick Leave.....	5
1.9 Funeral Leave.....	6
1.10 Jury Duty.....	6
1.11 Military Leave.....	7
1.12 Family and Medical Leave (FMLA).....	7
1.13 Personal Leave of Absence.....	7
1.14 Short-Term Disability.....	7
1.15 Retirement Benefits.....	9
1.16 Pension Program.....	9
Section 2: Addendum.....	10
2.1 Addendum A.....	10
2.2 Addendum B.....	10
Section 3: Acknowledgement.....	11

Section 1: Employee Benefits

1.1 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
5. Vision

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.

1.2 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.

1.3 Life Insurance

All full-time employees are provided death benefits of \$50,000. All full-time employees are provided dependent death benefits of \$5,000. All full-time employees are provided death & dismemberment benefits of \$50,000.

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. When uniforms are required, the Township may issue uniforms or may reimburse employees for the cost to purchase uniforms.

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 six (6) hours of paid leave time. This time may be used for personal 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 retirement benefits. Part-time employees will accrue paid sick leave time as provided in this Manual or Township policy. Part-time employees are covered by Workers' Disability Compensation Insurance.

1.6 Holidays

- 1) All full-time employees shall receive time off with pay at their regular rate for the following holidays:
 - a) Good Friday (1/2 day)
 - b) Memorial Day
 - c) Independence Day (July 4th)
 - d) Labor Day
 - e) Veterans Day
 - f) Thanksgiving Day
 - g) Day After Thanksgiving Day
 - h) Christmas Eve Day
 - i) Christmas Day
 - j) New Year's Eve Day (1/2 day)
 - k) New Year's Day
- 2) 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.
- 3) Full-time non-exempt employees required to work on any designated holiday will be compensated as follows:
 - a) Receive overtime pay at time and one half (1.5) for the hours actually worked on such holiday, in addition to the holiday pay. However, there will be no pyramiding of overtime.
 - b) If an employee so elects, he/she will be given compensatory time at time and one half (1.5) for hours worked, in addition to the base holiday pay.
 - c) These provisions shall not apply to employees subject to the stand-by and call-out provisions.
- 4) 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.
- 5) In no instance shall the vital services of the Township be interrupted by observance of any holiday.

1.7 Paid Time Off (PTO)

1. 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. New employees are credited with

eight (8) hours of PTO on their first day of employment. 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	4.31 (14 days per year)	112
10 full years, less than 15	5.85 (19 days per year)	152
Greater than 15 full years	7.39 (24 days per year)	192

2. 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.
3. 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.
4. When an employee transfers from part-time to full-time employment, their length of service for prior years will be counted based upon the number of hours of service to the Township. For every 2,080 hours worked in part-time positions, the employee will be deemed to have a year of credit for PTO, seniority, and longevity. This provision does not apply to “paid on-call employees.”
5. The provisions of this section are subject to interpretation by the Superintendent.

1.8 Paid Sick Leave

1. All full-time employees shall start each calendar year with a total of nine (9) paid sick days (i.e., 72 hours of paid sick time). If a full-time employee exceeds 2,160 working hours in the course of a year, that employee will earn additional paid sick leave hours at a rate of 1 hour of paid sick leave for every 30 additional working hours. Part-time employees will receive 1 hour of paid sick leave for every 30 working hours. Employees’ paid sick leave hours will be placed in a “sick leave bank” for each employee. For purposes of this Section, a year will be a calendar year between January 1 and December 31. There is no limit to the amount of paid sick leave time that any employee may earn in the course of a year.
2. All accrued but unused hours in an employee’s sick leave bank may roll over from one year to the next in accordance with this Policy. There is no limit on the amount of sick leave hours an employee may accrue in his/her sick leave bank.
3. Sick leave time under this policy may be used for any and all reasons permitted under the Michigan Earned Sick Time Act (ESTA), including but not limited to, the employee’s personal injury or illness or the injury or illness of an employee’s family member.

4. The Township may require an employee to produce reasonable documentation to support his/her need for sick leave time if the employee is away from work for more than three (3) consecutive days. What constitutes “reasonable documentation” may differ depending upon the reason for the employee’s need to use sick leave time. For any foreseeable need for sick leave, the employee must notify their immediate supervisor as soon as possible but in no event later than seven (7) days prior to the day the employee knows of the need for leave. For any unforeseeable need to use sick leave, the employee shall notify his/her supervisor as soon as practicable once the need for sick leave time becomes apparent.
5. 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 utilized proportionately to the Township’s contribution. Upon exhaustion of his/her sick leave bank or upon reaching the maximum sick leave time that may be used in the course of the year, whichever is less, the employee shall draw only those benefits as are allowable under the Worker’s Compensation Law.
6. Employees may elect to cash out accrued sick time under specific conditions. To be eligible, an employee must maintain a minimum balance of forty (40) hours of sick time after the cash-out. The employee must also be in good standing and have completed their probationary period.
 - a. Requests to cash-out accrued sick time must be submitted in writing to the accountant between January 1 & January 6. Eligible cash-out requests will be processed and paid out on the employee’s next regular paycheck after a request is submitted.
 - b. Sick time will be paid out at a rate of 50% of the employee’s current hourly rate. The number of hours eligible for cash-out is at the employee’s discretion, provided the minimum balance of forty (40) hours remains in their bank after the requested cash-out is applied.
 - c. Cashed-out sick hours do not count toward retirement service credit or other benefit calculations. Once cashed out, hours are permanently deducted from the employee’s sick leave bank.

1.9 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.

1.10 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.

1.11 Military Leave

The Township will comply with all state and federal laws and regulations for employees needing a leave of absence for military service, including but not limited to, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended. Contact the Personnel Officer for further information.

1.12 Family and Medical Leave (FMLA)

The Township complies with all legal requirements of the Family Medical Leave Act (FMLA). Generally, the FMLA provides eligible employees with up to 12 weeks of unpaid leave time per year, for certain qualifying conditions and reasons. An employee's eligibility for leave time under the FMLA and the qualifying conditions that would entitle an eligible employee to take leave time under the FMLA are specified in the FMLA. If you would like to inquire about your eligibility to take leave time pursuant to the FMLA, please contact the Personnel Officer. An eligible employee may utilize accumulated sick leave or other leave time to be paid while out on leave under the FMLA. FMLA leave and other forms of leave (whether paid or unpaid) shall run concurrently.

1.13 Personal Leave of Absence

1. 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.
2. At least twelve (12) continuous months must elapse from the end of a leave before additional leave time will be granted.
3. 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.
4. An employee who does not return from a leave of absence at the specified time is considered to have resigned.
5. 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.
6. 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.
7. An employee will retain accrued seniority while on leave, but will not accumulate additional seniority while on leave.

1.14 Short-Term Disability

1. **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. A full-time employee must also exhaust all of his/her

accumulated paid sick leave time, under Section 1.10 (Paid Sick Leave) herein, before he/she is eligible for disability benefits under this Section.

2. **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.
3. **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.
4. **Term of Disability Payments.**
 - a. 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.
 - b. 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.
 - c. Any disability payments due at date of death of an employee shall be paid to the estate of such employee.
5. **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.
6. **Notice of Claim and Proof of Claim.**
 - a. Written notice of injury or illness must be provided to the Township within twenty 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.
 - b. No payment of disability claim shall be paid until such time as proof of claim form has been received and approved by the Township.
 - c. 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.
 - d. 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.

1.15 Retirement Benefits

The Township provides retirement benefits (the “Plan”) for all full-time employees, the Supervisor, the Clerk, the Treasurer, and the Trustees. In order to participate in the Plan, employees must work for the Township for at least six (6) months. Other eligibility requirements and details of benefits are contained in the plan documents. Eligible employees will be provided a Summary Plan Description. Once an employee has satisfied the eligibility conditions described herein, the employee will be eligible to participate under the Plan on his/her entry date. A participant will need to complete 6 months of service and be able to enter the plan as soon as they meet this service requirement.

1.16 Pension Program

1. The Township provides a pension program for all full-time employees, Supervisor, Clerk, Treasurer and Trustees. Eligibility requirements and details of benefits are contained in the plan documents. Eligible employees will be provided a Summary Plan Description. Employees should contact the Personnel Officer with any questions regarding the pension program.
2. **Minimum service requirement.** In order to participate in the Plan, you must work for the Township for at least 8 months.
3. **Entry Date.** Once you have satisfied the eligibility conditions described above, you will be eligible to participate under the Plan on your Entry Date. For this purpose, your Entry Date is the first January 1 coinciding with or next following the date you satisfy the eligibility conditions described above. For example, if you satisfy the Plan’s eligibility conditions on April 12, you will be eligible to enter the Plan on the following January 1.

1.17 Physical Fitness Program

To promote employee health, wellness, fitness for duty, and overall productivity within its workforce, Georgetown Charter Township will offer reimbursement for gym memberships to qualifying members of the Georgetown Township Fire Department. To be eligible for this benefit, members of the Georgetown Township Fire Department must personally enroll at an approved gym facility. Each member will be eligible for a reimbursement of up to \$40.00 per month for each month in which the member completes and documents at least six (6) visits to their approved gym facility. It is the responsibility of each member to document and report on his/her approved gym facility visits, on a form approved by the Township. The reimbursements are intended to cover only the Fire Department member’s membership fees and not the membership fees for any family members or dependents.

Each December, the Township will review the records submitted by each member and determine the month(s) for which the member has qualified for the reimbursements provided by this policy. Members must submit all documentation before the close of the Township’s last pay period each December. Members will not receive reimbursement for any month for which the member has not submitted timely paperwork. The Township maintains the sole discretion to approve gym facilities for purposes of applying this benefit (including capping the monthly benefit offered by this reimbursement), and the Township maintains the discretion to determine when a member has satisfied the requirements to receive the reimbursement provided by this policy. All reimbursement

payments are taxable, and the Township will report reimbursement payments as wages on the member's annual W-2 form.

Section 2: Addendum

2.1 Addendum A

For employees hired (or changing from part-time to full-time) before June 9, 2003, the Township will provide for Hospital/Surgical/Medical Insurance and Dental Insurance for spouses and minor dependents. Employees who may qualify are:

- 1) Harold Bajema
- 2) Daniel Carlton
- 3) Rodney Deemter
- 4) Matthew DeWitt
- 5) Joel Hanenburg
- 6) Mary Minier
- 7) John Nienhuis

2.2 Addendum B

For employees hired (or changing from part-time to full-time) before June 9, 2003, and as of that date have elected to receive such credit, the Township shall pay additional cash compensation equal to \$100.00 for employees who do not elect to have their dependents covered under the insurance for 12.1 (b) or (c). Employees who waive coverage entirely will receive additional cash compensation equal to \$200.00 per month. This election to be in writing to the Township. An employee must demonstrate coverage through the spouse's plan or from another source to be eligible to waive coverage. Dependents to be defined under this paragraph as those persons who are defined as dependents under the U.S. Internal Revenue Code from time to time then in effect. Employees who may qualify are:

- 1) Mary Minier

Section 3: 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.

Signed: _____

Date: _____

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Date: _____