

BLOOMFIELD TOWNSHIP

EMPLOYEE BENEFITS HANDBOOK



April 1, 2019

TABLE OF CONTENTS

	<u>PAGE</u>
EMPLOYEE BENEFITS.....	1
Longevity Pay	1
Holidays	2
Vacation	3
Health, Life and Disability Insurance for Employees.....	4
Retiree Life and Health Insurance	5
Retirement Plan.....	5
Personal Use of Township Vehicle.....	5
LEAVES OF ABSENCE.....	6
Family and Medical Leave Act.....	6
Sick Leave.....	6
Work Connected Injury or Illness.....	11
Leave of Absence Without Pay.....	13
Military Leave.....	14
Jury Duty and Witness Subpoena	14
Death Leave	14
Outside Employment During A Leave of Absence	15

APPENDIX A - RETIREE HEALTH INSURANCE

APPENDIX B - FAMILY AND MEDICAL LEAVE

EMPLOYEE BENEFITS

Introduction

This Handbook describes Employee Benefits available to benefit eligible employees of Bloomfield Township. This is a general discussion of Bloomfield Township's employee benefits. Summary Plan Descriptions, Plan Documents and, in some cases, collective bargaining agreements, will be controlling for the specific benefits available to specific employees. Where applicable, Summary Plan Descriptions will be available to employees upon request. If you have any questions about the specific benefits you may be eligible for and the specific terms of any such benefits, please contact your supervisor or the Accounting Department.

Some of the employee benefit plans described in this Handbook are subject to legal requirements concerning reporting and disclosure. This Handbook contains highlights of these plans; for complete details, you should consult the Summary Plan Description and official plan documents for the respective plans. In case of any discrepancy, the official plan documents govern. Where this Handbook conflicts with the specific terms of a Labor Contract, the Labor Contract shall control. Of course, changes in the law may affect the benefit programs described in this Handbook. The provisions of this Handbook do not establish contractual rights between Bloomfield Township and its employees. Bloomfield Township reserves the right to make changes to benefits offered at its discretion.

Longevity Pay

Regular full time employees hired prior to April 1, 2009 and police and fire union employees hired prior to May 1, 2011 are eligible for longevity pay. Longevity pay is paid based upon your base salary and is calculated in accordance with the following schedule:

Five years of full time service	= 2% of base salary
Ten years of full time service	= 4% of base salary
Fifteen years of full time service	= 6% of base salary
Twenty years of full time service	= 8% of base salary
Twenty-five years of full time service	= 10% of base salary

Longevity pay will be paid the last paycheck in November each year. In order to qualify for longevity pay, you must have five (5) years of service as of December 1st and you must be on the Township payroll on November 30 of that year.

In order to receive a full longevity service increment payment, an employee must have accrued a full twelve months' of longevity service time from December 1 through November 30 of the applicable one year period. An employee shall accrue longevity service time only if they meet the following criteria:

1. The employee is on active duty for the current year (December 1 to November 30) receiving biweekly pay checks from the Township.
2. The employee is receiving service-related disability (worker's compensation) checks from the Township (not from a worker's compensation insurance carrier or

disability insurance carrier) but only for the first twenty-six (26) week period of the service-related disability.

3. The employee is on sick leave and has not yet exhausted their sick leave bank.

Employees who do not have a full twelve (12) months of service time during the applicable twelve (12) month period (December 1 through November 30), but are still employed by the Township and are otherwise eligible for longevity pay, shall have their longevity pay payment pro-rated based on the amount of service time credited to the employee from December 1 through November 30 as determined by the criteria set forth above.

Employees who retire directly from Township employment will have their longevity pay pro-rated for the year in which they retire. An employee who quits, is terminated or otherwise leaves employment with the Township (except retirement) on or prior to November 30th is not eligible for longevity pay. An employee who receives a longevity pay payment, but quits employment with the Township on or before November 30, shall have the longevity pay payment deducted from their final paycheck or from other funds due the employee. Employees are required to execute any necessary documentation to allow this deduction. This rare circumstance can only be overridden with approval from the Township Supervisor.

Holidays

As set forth in the section of the Bloomfield Township Employee Policy Handbook entitled “Working Hours”, most Township employees have a work week of four ten hour days, Monday – Thursday (“4/40 Work Week”) (some of those not included in the 4/40 Work Week are employees in the Police and Fire Departments who are covered by a Labor Contract and employees in the Senior Center.)

The Township provides employees with 104 hours of holiday pay per year. 4/40 Work Week employees are paid 10 hours holiday pay for each of the following seven holidays on which the Township will be closed:

New Year’s Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Christmas Eve
Christmas Day

If one of these holidays falls on a Friday, Saturday or Sunday, the Township will designate an alternative day, Monday or Thursday, on which the holiday will be observed.

After subtracting 70 hours of holiday pay for the above seven holidays, each 4/40 Work Week employee will have 34 hours of time to be used as floating holiday hours. Floating holiday hours will be prorated for the calendar year of hire. Floating holiday hours can only be used as paid time off by the employee during the calendar year in which they are provided and

only with prior approval from their Department Head or the Department Head's designee. Floating holiday hours cannot be used to receive additional pay in lump sum. Should the floating holiday hours not be used by the employee before the end of the calendar year, they will be forfeited. Holiday pay is paid at the same straight time hourly rate as the employee is paid for the hours in the week in which the holiday is observed.

If a 4/40 work week employee is requested to work on a holiday or a day designated by the Township on which the holiday will be observed, the employee will be paid at one and one half times the employees regular rate of pay for all hours worked that day unless otherwise provided in a labor contract.

Holidays and holiday pay for employees in the Police and Fire Departments who are covered by a Labor Contract will be governed by the Labor Contracts in effect in those Departments, as well as Departmental policies (if any). Holidays and holiday pay for employees in the Senior Center and other designated Departments and divisions still on eight hour days will be set by the Department Head.

Vacation

Definition of Vacation

Vacation is absence from work for which the employee is paid just as if they were at work. Vacation is used at the discretion of the employee's Department Head. Of necessity, the welfare and convenience of the Township and the continuation of the services the Department renders must be the foremost consideration in allowing use of vacation.

Amount of Vacation¹

Employees earn vacation according to the following schedule:

<u>Years Of Service</u>	<u>Accrual</u>
1 - 5	3.65 hours bi-weekly
6 - 10	5.54 hours bi-weekly
11 - 15	7.08 hours bi-weekly
16 - 20	8.62 hours bi-weekly
21 and over	9.23 hours bi-weekly

Absent extraordinary reasons and only with the approval of the Township Supervisor (in writing), the maximum accumulation of vacation hours is²:

Hire thru 10 th Year	240 hours
11 th thru 15 th Year	300 hours
16 th thru 20 th Year	360 hours
21 st thru retirement	400 hours

¹ Exceptions to the vacation policy can be made in writing by the Township Supervisor in cases of new hires and for maximum accumulation.

² Department Heads and their Deputies are not covered by this part of the vacation policy.

Employees shall only accumulate vacation hours while receiving a paycheck directly from the Township. Checks from an insurance company or benefit carrier do not qualify.

Use of Vacation

Vacation may be used only with the permission of an employee's Department Head. This provision shall apply to all other sections of this plan. Vacation may not be used before it is credited. Vacation may be used any time after it is credited to an employee. Each Department Head may schedule vacations in accordance with Department needs.

Vacation may not be used to extend employment with Bloomfield Township unless approved by the Township Supervisor in writing.

Payment for Vacation Used

Payment for vacation time used by an employee will be processed as a normal payroll payment. All such payments shall be subject to normal payroll deductions. No advance payment for vacation will be made. Upon retirement from the Township, an employee will be paid all accrued vacation time. No employee will be permitted to work and draw pay for vacation at the same time.

Effect of Death (Bereavement) Leave, Sick Leave and Paid Holidays on Vacation

If an employee has reason to use death leave during a period of vacation usage, and such leave is documented to the Department Head's satisfaction, such time may be considered as death leave instead of being deducted from the employee's vacation time.

If an employee has reason to use sick leave during a period of vacation usage, and if such sick leave is used to cover an illness of the employee, and if such sick leave is documented by a physician's written statement, to the Department Head's satisfaction, such time may be deducted from the employee's sick leave accumulation instead of being deducted from vacation.

Holidays (including floating holidays) as defined in this Handbook, which are counted as days off with pay by the Township (or in the case of the Police and Fire Department under the applicable Labor Contracts), shall not be deducted from an employee's vacation when they fall during a period of vacation usage.

Health, Life and Disability Insurance for Employees

The Township offers health insurance benefits as well as disability and life insurance to its employees. Complete details on eligibility requirements and coverage are outlined in the Summary Plan Descriptions which are updated periodically and distributed to eligible employees by the accounting department through the Benefits Administrator.

Employees must meet all insurance eligibility and qualification requirements contained in any present or future insurance policies or plans offered by the Township as well as eligibility requirement contained in this Handbook. Employees who are unable to meet these requirements

may, as a result, lose insurance coverage or may be unable to obtain insurance coverage. The Township is not obligated to obtain alternative insurance coverage for those employees who lose or are unable to obtain insurance coverage. Employees eligible for insurance have the option to opt out of medical coverage. If opting out, the employee will receive additional pay of \$500 (single) or \$1,000 (family) spread equally over the 26 biweekly pays. The amount is prorated if there are less than 26 pay periods left in the year.

The Township, in its discretion, may change insurance carriers, insurance policies or may become self-insured. The Township may also change or modify an insurance plan or benefit in its discretion.

Retiree Life and Health Insurance

The Township offers life insurance to retirees who are receiving retirement benefits from the Township's Retirement Plan and who retired from the Township. For complete details, see the Defined Benefit Plan Summary. Defined Contribution Plan participants will vest for life insurance in the same manner and at the same schedule as Defined Benefit Plan participants.

Retiree health insurance is available only to those employees who meet qualifications and criteria set forth in Appendix A.

Retirement Plan

In addition to Township payments toward your Social Security benefits, the Township has also established two Township Employee Retirement Plans for eligible employees. These plans may allow for a death benefit to be paid to the beneficiary designated by an employee participant. Complete details on eligibility requirements and the extent of retirement coverage are outlined in the summary plan descriptions which are updated periodically and distributed to eligible employees by the Accounting Department through the Benefits Administrator.

Personal Use of Township Vehicle

If an employee has a Township vehicle as part of their compensation, they are eligible to use the vehicle for their own personal use and enjoyment outside of working hours. Payroll taxes will be withheld from the employee as required by the IRS for personal use of the auto. See the Accounting Department for details.

LEAVES OF ABSENCE

This section of the Handbook discusses leaves of absence. The first three parts of this section cover the Family Medical Leave Act (a federal law governing leaves of absences for specified purposes), sick leave (non work-related injuries or illnesses) and work-related injury or illness. These three sections are coordinated together. The remainder of this section discusses Death Leave, Military Leave, Jury Duty Leave and various aspects of leaves of absence. Please read this section carefully and if you have questions, call the Accounting Department.

Family and Medical Leave Act

The Township understands that a situation may occur that requires an employee to request a leave of absence for reasons such as medical difficulties, childbirth, adoption, or a serious family illness. As such, we provide, in accordance with the Family and Medical Leave Act (“FMLA”), leaves of absence for a maximum of twelve (12) weeks in a one (1) year period to cover eligible employees faced with these situations. The Township must also grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a combined maximum of twenty-six (26) weeks in a single one (1) year period to care for a service member. Our FMLA Policy is contained in Appendix B to this Handbook.

Your FMLA leave is coordinated with sick leave and any work-related leave of absence. Your twelve-week leave time under the FMLA will run simultaneously with any sick leave or leave for a work connected injury or illness (i.e. your first twelve (12) weeks on sick leave or for a work connected injury or illness will also count as your FMLA leave).

Sick Leave

General Requirements

- A. Each eligible full-time Township employee earns sick leave at the rate of four (4) hours every biweekly pay period.
- B. Each eligible part-time Township employee who worked at least 26 weeks and worked, on average at least 25 hours per week during the immediate calendar year will be eligible for 40 hours of paid medical leave to be accrued at the beginning of the Township’s benefit year. Each eligible employee must wait 90 days after hire before using accrued paid medical leave. The accrued hours cannot be used to receive additional pay in lump sum. Should the accrued hours not be used by the employee before the end of the calendar year, they will be forfeited. Such hours are only to be used in accordance with Public Act 369 of 2018.
- C. Each Township Department Head shall be responsible for reviewing employee requests for sick leave and determining whether they qualify for sick leave. They shall refuse to allow use of sick leave when, in their judgment, there is insufficient evidence to support the employee’s claim, or where they believe that the employee has not exercised reasonable effort to promptly notify the department of their

absence. They may require an employee to submit a physician's statement in order to justify the use of sick leave. Additional statements from an employee's doctor may be required by the Township. The Township may also require that an employee be examined by a physician selected and paid for by the Township. See also FMLA Policy.

- D. Employees should, whenever possible, notify their supervisor or Department Head that they will be unable to work before their normal work day begins, and unless a different policy has been established by your Department Head (in writing), not later than one-half hour prior to the start of the working day. Employees in the police and fire departments must notify their Department Head or shift commander one hour prior to the start of their work period or as directed by the Police or Fire Department.
- E. Sick leave shall not be granted for a period of more than three successive work days, unless the employee submits a statement from their physician, to their Department Head, that the sick leave is necessary.
- F. Sick leave may not be used before it is earned. Vacation leave may be substituted for sick leave with the approval of your Department Head or their designee.
- G. Sick leave can be used only for the following purposes:
 - 1. Acute personal illness or incapacity over which the employee has no reasonable control.
 - 2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 - 3. Medical and dental examinations or treatment.
 - 4. As provided by the Family and Medical Leave Article of this Handbook, the care of the employee's ill minor dependent children, spouse, parents or guardians.
 - 5. Three (3) days of sick leave may be used each year as personal days.
- H. Where requested, an employee shall promptly complete any Family or Medical Leave Act forms or documents.
- I. Sick leave may not be used to extend employment with Bloomfield Township, unless approved by the Township Supervisor in writing.

Payment for Sick Leave Used

- A. Payment for sick leave used by an employee will be processed as normal bi-weekly pay and shall be subject to normal payroll deductions.
1. Upon approval of sick leave the employee's Department Head on the next regular payroll request shall indicate the amount of time to be charged against the employee's accumulated sick leave.
 2. Payments will be charged against the employee's accumulated sick leave until a balance of forty (40) hours remains. Payments will next be charged against the employee's accumulated vacation until a balance of forty (40) hours remains. At this time all payments from the Township shall cease.
 3. An employee who has used the required amount of their accumulated sick and vacation leave may be eligible for disability payments from the Township Disability Plan or insurance carrier. (See the Summary Plan Description for the Township disability plans for details.) It shall be the responsibility of the employee to apply for disability payments.

Payment for Unused Accumulated Sick leave

- A. Payment while still a Township employee (based on a regular work week):
1. The number of unused Sick Bank hours for each permanent full time employee will be recorded as of the last pay in November of each year. Any employee having more than 800 hours shall have the following options:
 - a. Any employee who has accumulated 1,200 or more hours of sick leave will receive 60% pay for a minimum of 200 hours of the sick leave. At the option of the employee, additional hours of sick leave may be cashed in down to the 800 hour sick leave base level.
 - b. Employees with more than 1,000 but less than 1,200 hours of accumulated sick leave have the option of receiving 60% pay for their hours in excess of the 800 hour base level. If an employee chooses this option, cash-in of a minimum of 200 hours is required.
 - c. Employees with less than 1,000 hours of accumulated sick leave have the option of receiving 60% pay for some or all of their hours over the 800 base level.
 2. The annual cash payment will be made at the rate of pay the employee is earning as of the last paycheck in November. The employee does have the option to place the proceeds into the deferred compensation program.

3. Those employees electing to keep their sick leave hours in excess of 800 in their bank will again have the option to cash them in at the same recording time each succeeding year.
- B. Payment when separating from Township employment to become a retired member in one of the Township Employee's Retirement Plans.
 1. The employee shall receive 60% pay for all of their unused accumulated sick leave. Payment shall be made at the rate the employee is earning at the time of separation.
 - C. Payment when separating employment because of death or permanent disability.
 1. The employee shall receive 60% pay for all of their accumulated sick leave. Payment shall be made at the rate the employee is earning at the time of separation (as provided in "Effect of Sick Leave on Employment," § B3 and as set forth under "Termination of Employment While Disabled" of the section of this Handbook entitled "Work Connected Injury or Illness.")
 - D. Payment when separating from the Township for any other reason.
 1. The employee shall receive 60% pay for their unused accumulated sick leave in excess of 600 hours. Payment shall be made at the rate the employee is earning at the time of separation.

Effect of Sick Leave on Vacation and Sick leave

Employees on sick leave with pay (i.e., receiving a paycheck directly from the Township) shall continue to accumulate vacation and sick leave just as if they were on the job. Once an employee ceases to receive paychecks directly from the Township, their sick leave and vacation accrual shall stop.

If an employee has reason to use sick leave during a period of vacation usage, and if such sick leave is used to cover an illness of the employee, and if such sick leave is documented by a physician's written statement, to the Department Head's satisfaction, such time may be deducted from the employee's sick leave accumulation, instead of from their vacation accumulation.

Legal holidays which are counted as days off with pay by the Township, shall not be deducted from an employee's sick leave accumulation when they fall during a period of sick leave usage, except for the Police Department and Fire Department.

Effect of Leaves of Absence Without Pay On Sick Leave

Employees shall not accumulate or use sick leave while on Leaves of Absence without pay.

Effect of Re-Employment on Sick Leave

Former employees, who return to Township service, must start their accumulation of sick leave as new employees.

Employees who leave the Township service to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the Township have available any unused sick leave previously earned, less any sick leave for which they have been paid, provided that such re-employment is requested and obtained in accordance with governing United States statutes.

Effect of Death Leave on Sick Leave

Employees who are given permission to use death leave during a period of approved sick leave usage shall not have the time spent on death leave deducted from their sick leave accumulation.

Effect of Sick Leave on Employment

The intent of sick leave is to provide the employee with income protection during periods of illness or disability. In the event an employee must make extended use of sick leave, such use cannot be considered a guarantee of employment, subject to any rights (if any) under the Family Medical Leave Act. In order to maintain the continuity of Township operations, the Township must retain the following rights:

- A. After an employee uses all accumulated sick leave and vacation time, but no sooner than one hundred and eighty (180) days after commencement of illness or injury, the Township shall have the right to separate the employee from Township service.
- B. If an employee has not been separated under Section A above and is unable to return to work within one year of the date of commencement of the illness or disability, they will be considered permanently disabled and separated from Township Service. Separation is subject to the review of the Township Supervisor.
 1. A written notice of termination, and date of termination, shall be signed by the employee's Department Head and the Township Supervisor and delivered or sent to the employee.
 2. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.

3. Payment in full for all unused accumulated sick leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
4. All employee and dependent insurance coverage shall cease on the date of termination subject to any rights under COBRA.
5. If an employee in these circumstances is eligible for early or normal retirement they may have other options available and should contact the Accounting Department.

Work Connected Injury or Illness

Reporting and Treatment

Employees shall report all injuries or illnesses arising from their employment to their Department Head immediately. Department Heads shall report all such injuries or illnesses to the Accounting Department immediately, on designated forms.

It is within the legitimate authority of a Department Head to order an employee involved in an on-the-job injury to receive immediate professional medical attention and refusal on any grounds other than religious shall be deemed insubordination. The Township may also require that the employee be examined by a doctor selected and paid for by the Township.

Payment of Medical Bills

If the injury or illness is deemed compensable by the Township's Compensation Insurance Company, subject to approval by the Michigan Workers' Compensation Commission, the workers' compensation carrier or plan will pay the related medical bills. If you receive medical bills resulting from the case they should be sent to the Accounting Department.

Payment for Time Off

If the injury or illness is deemed compensable, the employee shall be paid directly by the Township in the following manner:

1. An employee off work due to an injury or illness deemed compensable by the Workers' Compensation Commission shall be paid by the Township their regular normal salary at the time injured. Payment of the regular normal salary shall continue until the employee returns to work or has been paid a total of twenty-six (26) weeks normal salary (minus applicable tax withholding), whichever occurs first. Payment will be subject to the following conditions:
 - a. All normal payroll deductions will be made from each payment issued by the Township.

- b. Any payments received by the employee from the insurance company shall be endorsed to, and returned to, the Township. When notification is received by the Township that the employee has received a payment from the insurance company, and if such payment has not been returned to the Township, the amount of payment shall be deducted from the employee's next Township paycheck. Deductions will continue until all insurance payments are recovered by the Township. An employee shall execute any and all necessary documentation to allow the deduction. Refusal to cooperate may result in forfeiture of this benefit or other action.
 - c. No deductions shall be made from the employee's sick leave or vacation accumulations to cover payments from the Township.
2. An employee unable to return to work within the twenty-six (26) week period described in Section 1 shall no longer receive regular normal salary payments from the Township, nor shall their accrual for vacation, sick leave or other benefits continue. However, the employee may be eligible to receive (66.6%) of normal salary from the following sources:
- a. Workers' Compensation Insurance - payments made by the Insurance Company under the provisions of the Workers' Compensation Act, shall remain with the employee.
 - b. Social Security - after an employee is disabled for six months (twenty-six weeks) they may be eligible for Social Security benefits. Application for benefits must be made at a Social Security Administration Office by the employee.
 - c. If payments from Workers' Compensation Insurance and the Social Security Administration do not total (66.6%) of the employee's regular normal salary, the employee should apply to the Township's long term disability benefit provider for long term disability payments. Payments from this long term disability benefit provider will be (66.6%) of regular normal salary less any amounts received from Workers' Compensation Insurance and Social Security.

Termination of Employment While Disabled From Work-Related Injury

An employee unable to return to work within fifty-two (52) weeks of injury, shall be deemed to be permanently disabled and shall be terminated from Township employment subject to the review and approval of the Township Supervisor.

1. A written notice of termination, and date of termination, shall be signed by the employee's Department Head and the Township Supervisor and delivered or sent to the employee.
2. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
3. Payment in full for all unused accumulated sick leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
4. All employee and dependent insurance coverage shall cease on the date of termination, subject to any rights under COBRA.

Death While On Leave for Work-Connected Injury

If an employee dies while disabled under the Workers' Disability Compensation Act, the employee's designated beneficiary shall receive the following:

1. Payment for the face amount of the employee's life insurance policy carried by the Township.
2. Payment in full for accumulated vacation, and full pay for all unused accumulated sick leave as described in Section 3 above (termination of employment while disabled from work-related injury).

Leave of Absence Without Pay

An unpaid personal leave may be granted subject to the approval of the Township Supervisor. A written request must be provided by the employee at least two (2) weeks preceding the date of leave. Under extraordinary circumstances, this two (2) week notice may be waived.

The Township will attempt to hold your position open for you while you are on personal leave. However, you must understand that the Township cannot and will not promise or guarantee that your position will be open when you return from your personal leave. If your position has been filled while you were on personal leave you will be offered an available position (if any) for which the Township, in its sole judgment, believes you are qualified. If there is no such opening, you will be placed on a hiring list for three (3) months. Should an opening occur in a position for which you are qualified, in the sole judgment of the Township, you will be offered that position. After three (3) months your employment will terminate.

Military Leave

- A. Employees belonging to the National Guard, Service Reserves or other such units are permitted to take a leave of absence without pay during their required annual training period provided such training and service is a requirement to meet minimum military commitments.
- B. Personnel who are members of above referenced military organizations and serve beyond the period required to meet minimum military requirements of the Federal Government may be granted a leave of absence without pay.
- C. Persons attending monthly military meetings shall be allowed to do so with loss of pay provided the period does not exceed one day.
- D. The Veterans Re-Employment Rights Act as presently existing or as it may be amended from time to time shall govern the re-employment rights of servicemen and servicewomen.

Jury Duty and Witness Subpoena

When an employee is required to serve on a jury or is subpoenaed as a witness, they shall be excused from their regular duties during the time that the employee is required to and does appear in court, except that on such days the employee shall be required to work all scheduled hours during which their attendance in court is not required with reasonable travel time provided. The Township will pay the employee for time actually lost from their scheduled work hours and the employee will be required to submit any fees received to the Township for such time. This provision does not apply where the employee is pursuing a claim against the Township either individually or with or as a part of a group or through a representative.

Death Leave

Definition of Death Leave

Death Leave is an absence from work, for not more than three consecutive working days, for which the employee is paid just as if they were at work, because the reason for the absence is the death of a member of their immediate family or household as described below:

The deceased must bear one of the following relationships to the employee (whether the relationship is natural, adoptive, step or foster in nature):

- Spouse
- Child
- Parent
- Guardian
- Grandparent
- Brother
- Sister
- Grandchild
- Spouse's Parent
- Spouse's Grandparent
- Brother-in-Law
- Sister-in-Law
- Son-in-Law
- Daughter-in-Law
- Member of the employee's household and residing in their residence at the time of death

The Township may require verification of the death and the family relationship to the employee.

Permission to use death leave must be secured before the death leave is used. Additional time off without pay may be granted by the Township in extenuating circumstances or use of sick leave time may be granted in the Township's discretion.

Effect Of Death Leave On Sick Leave And Annual Leave Accumulations

Time taken off with pay as death leave shall not be deducted from either the employee's vacation time accumulation or sick leave accumulation.

Outside Employment During A Leave of Absence

An employee shall not engage in gainful employment (except military duty pursuant to Military Leave) during a leave of absence (including absences during sick pay, work connected injury or illness, personal leave, jury duty and death leave) without the prior written permission of the Township Supervisor.

THIS HANDBOOK IS THE PROPERTY OF BLOOMFIELD TOWNSHIP AND MUST BE RETURNED TO THE TOWNSHIP UPON LEAVING EMPLOYMENT.

APPENDIX A

RETIREE HEALTH INSURANCE

General Qualification for All Retiree Healthcare

The Township reserves the following rights: (1) to change insurance carriers, providers or plans, or to become self-insured; (2) to amend the plans to comply with or take advantage of changes in federal, state or local laws or regulations.

Retiree health insurance is available only if you meet the following qualifications:

Qualifications for Retiree Health Insurance If Hired Prior To 4/01/99

- If you retire at age 55 or older and are in active service on your retirement date, then you qualify for retiree health insurance coverage as long as you have satisfied the minimum requirements to retire as defined in the Township pension plan.
- If you retire between age 52 and 55 and are in active service on your retirement date, then you will qualify for retiree health insurance coverage provided you meet the following criteria:
 - 1) If you have more than 25 years of service, you qualify for retiree health insurance coverage, beginning on your retirement date.
 - 2) If you have fewer than 25 years of service you may maintain retiree health insurance coverage until age 55 by making the following co-payments based upon your years of service. (All co-payments will stop on the first day of the month following your 55th birthday).

Fewer than 15 years	No coverage
15 years of service	40%
16 years of service	36%
17 years of service	32%
18 years of service	28%
19 years of service	24%
20 years of service	20%
21 years of service	16%
22 years of service	12%
23 years of service	8%
24 years of service	4%
25+ years of service	0%

Co-payments will be based on the Township's estimated premium before experience adjustments. Service time will be credited in full years only for the dates you are eligible for Township provided health insurance benefits (no pro-ration, no rounding). Note: If you have fewer than 15 years of service, you cannot qualify for retiree health insurance coverage prior to reaching age 55.

- Anyone with 30 years of service or more who is eligible to retire qualifies for retiree health insurance coverage regardless of their age.
- If you retire or your active service ends for any other reason prior to your normal retirement you will still qualify to receive retiree health insurance coverage if you meet the following criteria:
 - 1) If you have 25 or more years of service when your active service ends you will qualify for retiree health insurance coverage on your normal retirement date.
 - 2) If you have between 15 and 25 years of service when your active service ends you will qualify for retiree health insurance coverage by making the same co-payments as those required of individuals retiring between age 52 and 55 with fewer than 25 years of service. Your health insurance will reinstate at your normal retirement date, however, your co-payment will not end at age 55.
 - 3) If you have fewer than 15 years of service when your active service ends, you do not qualify to have your health insurance reinstated.

Note: If you have any other employer provided health insurance, the reinstatement of your Township policy will be delayed until such time as the other insurance is no longer available to you. Retiree health insurance is also coordinated with Medicare/Medicaid and other available governmental sponsored/provided health coverage.

Qualifications for Retiree Health Insurance If Hired After March 31, 1999 and on or Before April 30, 2011

- If you have 25 or more years of service and you retire on or after your normal retirement date, you will be provided retiree health insurance, coverage beginning on your retirement date.
- If you have 25 or more years of service and your active service ends for any reason prior to your normal retirement date, you will be provided retiree health insurance coverage beginning at your normal retirement date. If you have any other employer provided health insurance, this benefit will be delayed until such time as the other insurance is no longer available to you.

- If you have between 15 and 25 years of service and you retire on or after your normal retirement date, you will be provided retiree health insurance coverage so long as you make co-payments of premiums based on the following schedule:

Fewer than 15 years	No coverage
15 years of service	40%
16 years of service	36%
17 years of service	32%
18 years of service	28%
19 years of service	24%
20 years of service	20%
21 years of service	16%
22 years of service	12%
23 years of service	8%
24 years of service	4%
25+ years of service	0%

Co-payments will be based on the Township's estimated premium before experience adjustments. Years of service will be credited in full years only. (No pro-ration, no rounding). Co-payments for employees hired after 3/31/99 will not end at age 55.

- If you have between 15 and 25 years of service and your active service ends for any reason prior to your normal retirement date, you will be provided retiree health insurance coverage beginning on your normal retirement date provided you make premium co-payments per the above schedule. If you have any other employer provided health insurance, this benefit will be delayed until such time as the other insurance is no longer available to you.
- If you have fewer than 15 years of service when your active service ends, you do not qualify to have your health insurance reinstated.

Note: If you have any other employer provided health insurance, the reinstatement of your Township policy will be delayed until such time as the other insurance is no longer available to you. Retiree health insurance is also coordinated with Medicare/Medicaid and other available governmental sponsored/provided health coverage.

Retiree Healthcare for All Employees Hired After May 01, 2011

- Retiree healthcare for all employees hired after May 1, 2011 shall be provided through a Retirement Health Savings Plan (RHS).
- Bloomfield Township shall make a \$2,500.00 annual contribution to each individual employee's account while employed.
- Employees shall make a contribution of 2% of gross pay while employed by the Township. This contribution will be deducted from your bi-weekly pay.
- Employee contributions shall be vested immediately.
- Three-year vesting for Employer contributions, after three years from date of hire the entire account is 100% vested going forward.
- The RHS account is portable so employees and/or dependents are eligible to utilize the account upon separation of employment from the Township either through termination, resignation, retirement or death prior to retirement.

APPENDIX B

FAMILY AND MEDICAL LEAVE

General Policy

Notwithstanding any other policy, any eligible employee is entitled to 12 weeks of unpaid leave to attend to a variety of medical and parental responsibilities allowed under the Federal Family and Medical Leave Act.

Eligible Employee: In order to be eligible for family or medical leave, an employee must meet three requirements:

1. Has been employed by the Township for at least 12 months;
2. Has been employed for at least 1,250 hours during the previous 12-month period immediately preceding the commencement of the leave;
3. Is employed at a location where there are at least 50 employees within 75 miles.

Available Leaves

Each eligible employee is entitled to a total of 12 weeks of unpaid leave³ calculated using a “rolling” 12 month period measured backward from the date an employee uses any FMLA leave for one or more of the following reasons:

- A. For birth of a child and/or for the purpose of caring for the newborn child. The right to leave on this basis expires at the end of the 12-month period after such birth and must be concluded within this one-year period;
- B. For placement of a child with an employee for adoption or foster care. The right to leave on this basis expires at the end of the 12-month period after such placement and must be concluded within this one-year period;
- C. To care for the employee’s spouse, child or parent if such person has a serious health condition, illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility or which requires continuing treatment by a health care provider. Intermittent leave or a reduced leave schedule will be permitted in place of 12 straight weeks where medically necessary;
or

³ See section entitled “Use of Paid Leave” on page B-3 concerning required use of sick leave, vacation time and personal time while on FMLA leave.

- D. Because of the employee's own serious health condition, illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility or which requires continuing treatment by a health care provider that renders the employee unable to perform the functions of their position. Intermittent leave or a reduced leave schedule will be permitted when medically necessary. If the treatment is foreseeable, the employee is required to make a reasonable effort to schedule treatment so as not to disrupt Township operations any more than necessary.
- E. For qualifying exigency arising out of the fact that the employee's spouse; son; daughter or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. An eligible spouse, child or parent of a service member is entitled to a maximum of twelve (12) week leave. This qualifying exigency leave does not apply to family members of the Regular Armed Forces.
- F. If you are the spouse, son, daughter, parent or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness the employee is entitled to a combined maximum of 26 weeks military caregiver leave during a 12-month period. A covered service member is a member of the Armed Forces including members of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, on the temporary disability retired list for a serious injury or illness, or a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

For the purposes of this Policy, a parent means a biological parent of an employee or an individual who stands or stood in the place of a parent to an employee when the employee was a child. A child means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in *loco parentis*, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

If a situation should occur where a husband and a wife, who are both employed by the Township, are entitled to leave under this policy, each are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for foster care or adoption, or to care for a parent who has a serious health condition to a combined total of twelve workweeks arising under subsection A, B and C (or a combined total of 26 workweeks if leave to care for a covered service member with a serious injury or illness is also used in subsection F). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Intermittent Leave: An intermittent or reduced leave schedule may be taken under certain circumstances. Where the leave is taken because of a birth or placement of a child for adoption or foster care, an employee may take an intermittent or reduced leave schedule only if agreed to by the Township. Where the leave is taken for an employee's own serious health condition or to take care of a sick family member, leave may be taken intermittently or on a reduced leave schedule when medically necessary.

Use of Paid Leave

Family and Medical Leave is unpaid except that any employee using leave pursuant to this policy must apply all available vacation leave, sick days or other available paid leave toward this 12-week period prior to using unpaid leave, except that the employee may retain forty (40) hours of accrued vacation time and forty (40) hours of accrued sick time. Some employees may be eligible for short term disability insurance or workers' compensation benefits. Contact the Accounting Department in this regard.

Notice of Leave and Verification of Medical Reason

All employees must give the Township notice of upcoming leave requirements 30 days prior to the date leave is to begin, if possible, and if it is not possible to give such notice, as soon as practicable.

An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of their job.

The Township retains the right to request, at its expense, a second opinion by a physician to be designated by the Township. If the first and second opinions conflict, then the Township and the employee shall designate a third physician whose opinion shall be binding. If the employee refuses to take part in the selection process of the third independent physician, the Township selection shall be deemed controlling.

During the leave, employees may be required to provide the Township with subsequent certification every 30 days. The Township shall have the right to request such certification in its sole discretion.

Failure of an employee to provide certification as to the reasons for the leave will result in a denial of the leave. If the employee has already begun the leave, they will be expected to return to work immediately upon the Township informing the employee of their failure to provide acceptable certification. Failure to return to work will result in the termination of the employee's employment. Further, any time away from work which is not authorized by a proper medical certification will be treated as unexcused absences and will subject the employee to all discipline authorized by the Township's attendance policy and/or work rules.

Return from Leave

Upon return from any leave covered by this policy, the employee will be restored to the position held by them prior to the leave or to a position equivalent in benefits, pay and other conditions and terms of employment. An employee making use of this policy will not lose any employment benefits which have accrued prior to the leave. However, no seniority, sick time, benefit time, vacation time, holidays, personal time or bonus days will accrue during the period of time covered by the leave, except when the employee is using sick leave, leave for work connected injury or illness, or vacation time and in these instances the accrued provisions of those policies shall control.

The Township requires that a Fitness for Duty Statement be provided by the employee's doctor before the employee may return to work.

Health Care Benefits

An employee's health care benefits will be continued by the Township for the entire period of the leave. If the employee fails to return from a leave, the employee will be required to reimburse the Township for the monies expended incident to the purchase of those health care benefits unless the employee does not return because of a continuation, recurrence, or onset of a serious health condition which would entitle the employee to a leave or other circumstances beyond the control of the employee. A medical certification may be required for this exemption to apply and the certificate must be returned in 30 days.

Exemption for Highly Paid Key Employees

The Township may deny restoration to a former position to highly compensated employees where the denial is necessary to prevent substantial and grievous economic injury to the Township's operations. Highly compensated employees are those employees who are among the highest paid 10 percent of the Township's employees. The Township will notify such employee of its intent to deny reinstatement on this basis as soon as the Township determines that such injury would occur. If the leave has already begun when such notice is given, and the employee elects not to return to work immediately, the employee gives up all rights to restoration.

Relationship to the Family and Medical Leave Act of 1993:

This policy has been developed to comply with the requirements of the Family and Medical Leave Act of 1993. Should this policy conflict with the Act, the Act shall be deemed controlling. The Township also retains all rights under the Act and regulations even though they may not be incorporated into this policy.