

**AMENDMENT TO  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE TOWNSHIP OF MACOMB  
AND  
JOHN F. BROGOWICZ**

WHEREAS, on November 12, 2003, the Township of Macomb and John F. Brogowicz entered into a contract whereby the Employee accepted the position of Human Resource Director for the Township; and

WHEREAS, it is now necessary to amend Paragraph 3, with regard to compensation, and Paragraph 4, with regard to benefits.

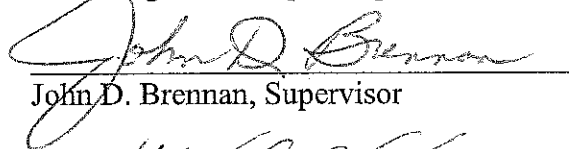
NOW THEREFORE, the Employee's employment agreement is amended as follows:

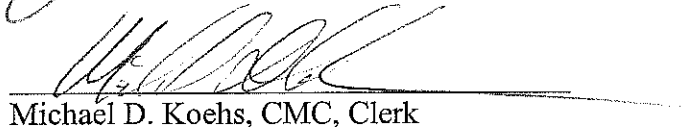
1. Paragraph 3, with regard to compensation, is amended by deleting the beginning and ending date of the Collective Bargaining Agreement for Local 1917 Council 25.
2. Paragraph 4, with regard to benefits, is amended to delete the beginning and ending date of the Collective Bargaining Agreement for Local 1917 Council 25.
3. All provisions of the employment agreement not amended herein shall remain in full force and effect.

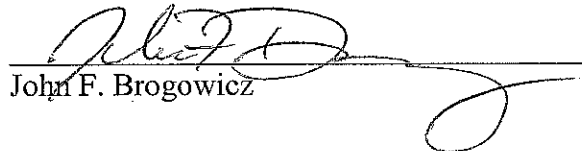
MACOMB TOWNSHIP  
HUMAN RESOURCES

2006 OCT 20 P 2:35

TOWNSHIP OF MACOMB  
a Michigan municipal corporation

  
John D. Brennan, Supervisor

  
Michael D. Koehs, CMC, Clerk

  
John F. Brogowicz

Dated: October 20, 2006

**EMPLOYMENT AGREEMENT BETWEEN  
THE TOWNSHIP OF MACOMB AND JOHN F. BROGOWICZ**

THIS AGREEMENT made this 12 day of November, 2003, by and between the Township of Macomb, a Michigan municipal corporation ("Township") and John F. Brogowicz ("Employee").

WITNESSETH:

WHEREAS, the Township is a Michigan municipal corporation created pursuant to and acting in accordance with the constitution and statutes of the State of Michigan; and

WHEREAS, the Township has offered and the Employee has accepted the position of Human Resources Director for the Township; and

WHEREAS, the Township and Employee desire to set forth the terms and conditions which will govern the Employee's employment with the Township;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the Township and Employee agree as follows:

1. Non-Union Position.

The position of Human Resources Director is a confidential position, and therefore, exempt from collective bargaining purposes.

2. Duties and Supervision.

The Employee, under the general direction of the Township Supervisor, will manage the day to day responsibilities of the Human Resource Department and exercise direct supervision over employees of the Human Resource Department. The Employee will administer the policies and programs as adopted by the Township Board of Trustees.

The Employee shall be responsible for the administration, operation and general efficiency of the Human Resources Department and may be called upon to do any or all of the following duties:

- (a) Plan and direct the development and administration of human resource policies, rules and regulations affecting all personnel and services including employment compensation benefits, union relations, staff development, equal opportunity, nondiscrimination, counseling, safety and personnel systems and records.
- (b) Plan and direct the development and administration of compensation programs. Maintain an orderly system of job classifications. Review requests for job reclassification, and make appropriate recommendations to the Township Supervisor and Board.

- (c) Coordinate benefit activities such as those concerned with communicating of employee benefits, benefit provider selection, and troubleshooting employee problems in the benefit area. Analyze statistical data, and research descriptive data, including cost containment to determine trends.
- (d) Coordinate and direct Township compliance with the Americans with Disabilities Act, Family and Medical Leave Act, Anti-Discrimination Laws, and other federal and/or state directives.
- (e) Administer contractual agreements with all Township personnel and advise Department Heads on the interpretation of all contractual agreements.
- (f) Administer the personnel program for all Township employees and any employees hired pursuant to Federal, State, or local programs and/or grants.
- (g) Plan and conduct new employee orientation to foster positive attitudes toward public service employment.
- (h) Assist in the development and administration of policies and procedures for selection, transfer, and promotion.
- (i) Prepare and update all job descriptions, departmental personnel forms and departmental manuals.
- (j) Administer all personnel and attendance records for Township employees.
- (k) Participate in the negotiation and administration of collective bargaining agreements, including the interpretation and application of union contracts, and grievance and arbitration procedures.
- (l) Administer disciplinary procedures; advise Department Heads and supervisory personnel regarding appropriate disciplinary action to insure consistency and appropriateness of discipline. Draft disciplinary charges for serious misconduct and participate in disciplinary review meetings a which charges are presented.
- (m) Represent the administration as necessary in grievance proceedings.
- (n) Plan, prepare, and administer the budget for the Human Resources Department.
- (o) Appear before the Township Board when requested, and perform other related duties as directed by the Township Supervisor and/or Township Board.

The Employee will perform all other duties that may be required pursuant to the express and implied terms of this agreement or where directed by the Township Supervisor or Board of Trustees.

3. Compensation.

The Township shall pay to the Employee compensation at the Department Head rate, together with annual increases, as established in the Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees, Local 1917, Council 25 for the term beginning January 1, 2002 and ending December 31, 2005 in the amount of Seventy Four Thousand, One Hundred Sixty and 00/100 (\$74,160.00) Dollars. The Employee's compensation shall be paid in equal, bi-weekly installments, less deductions for state and federal withholding and other applicable deductions.

4. Benefits.

The Employee shall receive those benefits contained in the Collective Bargaining Agreement between the Township and the American Federation of State, County and Municipal Employees, Local 1917, Council 25, for the contract period commencing January 1, 2002 and ending December 31, 2005, with the exception that: the Employee shall not be required to serve a probationary period; will be entitled to three (3) weeks of vacation; and the Employee's effective date for medical, dental, vision, and life insurance coverage is November 1, 2003.

5. Just Cause

The Township and Employee agree that all disciplinary action or discharge shall be for just cause and that disciplinary action shall be progressive except where Employee's misconduct warrants immediate discharge.

6. Drugs, Alcohol Free Workplace

The Employee acknowledges and understands that the Township is a drug/alcohol free workplace and the Employee agrees to abide by the Township's drug/alcohol policy. The Employee will execute an acknowledgment of receipt of policy and acknowledge consent to testing.

7. Modification.

Modifications of the Employment Agreement shall be of no force or effect unless first approved by the Township Board of Trustees and contained in a written document signed by the Township Supervisor, Clerk and the Employee. Any modification to the Employment Agreement shall be attached to the Agreement and maintained in the Employees personnel file.

8. No Oral Agreements

No modification shall be deemed effective unless in writing. There are no representations or collateral agreements or oral agreements whatsoever and no implied warranties or conditions or stipulations of any kind between the employee and the Township are contained herein.

9. Governing Law.

This Agreement and performance hereunder shall in all respects be governed and interpreted by the laws of the State of Michigan.

10. Severability.

The invalidity of any provision or obligation hereunder, or the contravention thereby of any law, rule or regulation shall not relieve the Employee or Township from its obligations nor deprive either the Employee or the Township of the advantages contained in any other provision of this Agreement.

11. Notice.

Any notice required to be given in writing under this Agreement shall be deemed given when personally delivered, or when mailed to the other party by prepaid certified mail at the address specified for each party herein, or at such other address as shall hereinafter be designated by written notice of either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Witnesses:

*Jacqueline M. Marchese*  
Jacqueline M. Marchese

TOWNSHIP OF MACOMB  
a Michigan municipal corporation

*John D. Brennan*  
John D. Brennan, Supervisor

*Michael D. Koehs*  
Michael D. Koehs, Clerk

Witnesses:

*Patricia Hamel*  
PATRICIA HAMEL

*John F. Brogowicz*  
John F. Brogowicz