CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

Call To Order

2

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

ITEM A
Roll Call

3

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

ITEM B
Pledge of Allegiance

4

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

ITEM C
Approval of Agenda
Tuesday, March 26, 2019

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING

Tuesday, March 26, 2019

7:00 PM

CALL TO ORDER AT _____P.M.

A. ROLL CALL: Kurt Heise_____, Mark Clinton_____, Chuck Curmi _____, Bob Doroshewitz ____, Jerry Vorva ___, Jack Dempsey____, Gary Heitman _____

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA
Tuesday, March 26, 2019

D. APPROVAL OF CONSENT AGENDA

D.1 **Approval of Minutes:**
Regular Meeting – Tuesday, March 12, 2019

D.2 **Acceptance of Communications, Resolutions, Reports**
Building Department Monthly Report – February, 2019
Fire Department Monthly Report – February, 2019
Fire Department Annual Report – 2018
Planning Department Monthly Report – February, 2019
Police Department Monthly Report – February, 2019
FOIA Report – Clerk's Office – February, 2019
FOIA Report – Police Department – February, 2019

D.3 **Approval of Township Bills:**

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	**101**	$375,218.41	$84,661.23	$459,879.64
Solid Waste Fund	**226**	2,512.71	102,672.27	105,184.98
Improvement Revolving (Capital)	**246**	0.00	0.00	0.00

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
Tuesday, March 26, 2019

7:00 PM

Drug Forfeiture Fund	**265**	0.00	0.00	0.00
Drug Forfeiture State	**266**	0.00	0.00	0.00
Drug Forfeiture IRS	**267**	0.00	0.00	0.00
Golf Course Fund	**510**	2,276.37	0.00	2,276.32
Senior Transportation	**588**	3,553.34	12.84	3,566.18
Water/Sewer Fund	**592**	207,561.24	10,542.90	218,104.14
Trust and Agency	**701**	135,401.50	0.00	135,401.50
Police Bond Fund	**702**	7,554.00	0.00	7,554.00
Tax Pool	**703**	0.00	0.00	0.00
Special Assessment Capital	**805**	38.01	0.00	38.01
TOTALS:		**$734,115.53**	**$197,889.24**	**$932,004.77**

E. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 minutes)

F. NEW BUSINESS

1. Public Hearing on Industrial Development District for Schoolcraft Business Park, *Clerk Jerry Vorva and Planning Director Laura Haw*

2. Approval of Industrial Development District (IDD) for Schoolcraft Business Park, **Resolution #2019-03-26-33**, *Clerk Jerry Vorva and Township Supervisor Kurt Heise*

3. Township Park Facility Use Agreement, **Resolution #2019-03-26-34**, *Supervisor Kurt Heise*

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING

Tuesday, March 26, 2019

7:00 PM

4. Cathodic Protection System, **Resolution #2019-03-26-35,** *Director of Public Services Patrick Fellrath*

5. Ratification of Collective Bargaining Agreement with TPOAM (Technical, Professional and Office Workers Association), **Resolution #2019-03-26-36,** *Supervisor Kurt Heise*

6. Ratification of Collective Bargaining Agreement with the Teamsters State, County, and Municipal Workers Local 214 Affiliated with the International Brotherhood of Teamsters (DPW Employees), **Resolution #2019-03-26-37**, *Supervisor Kurt Heise*

7. Ratification of Collective Bargaining Agreement with the POAM (Police Officers Association of Michigan), **Resolution #2019-03-26-38**, *Supervisor Kurt Heise and Police Chief Tom Tiderington*

8. Ratification of Collective Bargaining Agreement with the COAM (Command Officers Association of Michigan), **Resolution #2019-03-26-39**, *Supervisor Kurt Heise and Police Chief Tom Tiderington*

G. SUPERVISOR AND TRUSTEE COMMENTS

H. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 Minutes)

I. ADJOURNMENT

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks' notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

The Public Is Invited and Encouraged To Attend All Meetings of the Board of Trustees of the Charter Township of Plymouth.

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

CONSENT AGENDA

ITEM D.1
Approval of Minutes – Regular Meeting
Tuesday, March 12, 2019

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 12, 2019

PROPOSED MINUTES

Supervisor Heise called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: Kurt Heise, Supervisor
Mark Clinton, Treasurer
Charles Curmi, Trustee
Jack Dempsey, Trustee
Robert Doroshewitz, Trustee
Gary Heitman, Trustee
Jerry Vorva, Clerk

MEMBERS ABSENT: None

OTHERS PRESENT: Patrick Fellrath, Director of Public Service
Dan Phillips, Fire Chief
Thomas Tiderington, Police Chief
Kevin Bennett, Township Attorney
David Richmond, PE, Spalding DeDecker
Cindy Kushner, Finance Director
Sandra Groth, Deputy Clerk
Sara Visel, Solid Waste Coordinator
Alice Geletzke, Recording Secretary
7 Members of the Public

B. PLEDGE OF ALLEGIANCE – Matt Koleszar, State Representative

C. APPROVAL OF AGENDA
Tuesday, March 12, 2019

Moved by Trustee Heitman and seconded by Clerk Vorva to approve the agenda for the Board of Trustees regular meeting of March 12, 2019 as written. Ayes all.

D. APPROVAL OF CONSENT AGENDA

D.1 **Approval of Minutes:**
Regular Meeting – Tuesday, February 26, 2019
Study Session – Tuesday, March 5, 2019

D.2 **Acceptance of Communications, Resolutions, Reports**
N/A

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 12, 2019

PROPOSED MINUTES

D.3 **Approval of Township Bills:**

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	**101**	$560,541.71	$92,773.21	$653,314.92
Solid Waste Fund	**226**	4,096.75	514.81	4,611.56
Improvement Revolving (Capital)	**246**	0.00	0.00	0.00
Drug Forfeiture Fund	**265**	0.00	2,162.50	2,162.50
Drug Forfeiture State	**266**	0.00	0.00	0.00
Drug Forfeiture IRS	**267**	0.00	0.00	0.00
Golf Course Fund	**510**	205.82	0.00	205.82
Senior Transportation	**588**	4,450.05	1,154.02	5,604.07
Water/Sewer Fund	**592**	77,921.96	363,204.38	441,126.34
Trust and Agency	**701**	19,835.75	0.00	19,835.75
Police Bond Fund	**702**	2,880.00	0.00	2,880.00
Tax Pool	**703**	0.00	0.00	0.00
Special Assessment Capital	**805**	0.00	0.00	0.00
TOTALS:		**$669,932.04**	**$459,808.92**	**$1,129,740.96**

Moved by Trustee Heitman and seconded by Trustee Dempsey to approve consent agenda for the Board of Trustees regular meeting of March 12, 2019. Ayes all.

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 12, 2019

PROPOSED MINUTES

State Representative Matt Koleszar thanked Board members for supplying him with the resolution for the stoplight at McClumpha and Ann Arbor Road. He said he intends to pursue it through other avenues even if it does not continue through appropriations. He updated Board members on legislation being passed regarding civil asset forfeiture and items being discussed relative to auto insurance rates.

E. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 minutes) – There were none.

Copies of resolutions and attachments referred to below are available in the Clerk's office for public perusal.

F. NEW BUSINESS

1. Fabric Recycling Contract, **Resolution #2019-03-12-25**, *Trustee Chuck Curmi and Solid Waste Coordinator Sarah Visel*

Trustee Curmi and Solid Waste Coordinator Visel gave a presentation on the proposal offered by Simple Recycling for collection of soft recyclables which includes shoes and handbags, etc. The Township has the opportunity to earn $20 per ton and collection will be made per the residential trash collection schedule, with the possibility of having a collection container at the DPW. The Board discussed not having electronic items picked up.

Moved by Trustee Curmi and seconded by Trustee Doroshewitz to approve **Resolution #2019-03-12-25** authorizing the Township Supervisor to execute an Agreement with Simple Recycling for the curbside collection of soft recyclables for an initial term of four (4) years, subject to the final approval of the contract by the Township Attorney.

ROLL CALL:	AYES:	Vorva, Curmi, Clinton, Heise, Dempsey, Doroshewitz
	NAYS:	Heitman

Motion carried.

2. OPEB Minimum Trust Funding Schedule, **Resolution #2019-03-12-26,** *Treasurer Mark Clinton*

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 12, 2019

PROPOSED MINUTES

Treasurer Clinton noted the filing of the 2017 Retirement System Annual Report with the State before the June 30 deadline. In July, 2018, the Township was notified of its underfunded status, as expected. The Township then filed an Application for Waiver to demonstrate steps already taken to address the underfunding, but in November the waiver was denied. Now, a Corrective Action Plan must be filed detailing steps taken thus far and future steps to bring the OPEB funding to 40% as required.

Moved by Treasurer Clinton and seconded by Clerk Vorva to approve **Resolution #2019-03-12-26** which mandates that the Township Treasurer shall transfer into the Township's OPEB Trust Fund Plan ID #658970, at a minimum, the amounts indicated in the attached funding schedule. Ayes all on a roll call vote.

3. OPEB Corrective Action Plan, **Resolution #2019-03-12-27,** *Treasurer Mark Clinton*

Moved by Supervisor Heise and seconded by Trustee Heitman to approve **Resolution #2019-03-12-27** which, in accordance with Public Act 202, authorizes the Township Treasurer to submit the attached Corrective Action Plan Form 5597 to the State's Municipal Stability Board no later than May 20, 2019. Ayes all on a roll call vote.

Supervisor Heise exchanged positions of Items 4 and 5 on the agenda.

5. Appointment of Darren LaLonde to the Brownfield Redevelopment Authority and the Downtown Development Authority, **Resolution #2019-03-12-29**, *Supervisor Kurt Heise*

Moved by Trustee Curmi and seconded by Trustee Heitman to approve **Resolution #2019-03-12-29,** authorizing the appointment of Mr. Darren LaLonde to the Downtown Development Authority/Brownfield Redevelopment Authority for a term ending January 31, 2023. Ayes all on a roll call vote.

4.Purchase of Lifepak 15 Defibrillator, **Resolution #2019-03-12-28**

Fire Chief Phillips demonstrated the improvements in the new Lifepak 15 defibrillator and said the bid price allows for trade-in of the old unit. Note was made of deleting a "Whereas" paragraph in the resolution pertaining to the "legacy literary retention system being retired.

Moved by Clerk Vorva and seconded by Trustee Heitman to approve **Resolution #2019-03-12-28**, authorizing the purchase of a Lifepak 15 Monitor/Defibrillator from

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 12, 2019

PROPOSED MINUTES

Physio-Control, Inc., in an amount not to exceed $35,057.40; and to authorize the Supervisor and Clerk to sign all required documents for this purchase. Ayes all on a roll call vote.

6. 2019 Annual Water and Sewer Fund Budget, **Resolution #2019-03-12-30**, *Finance Director Cindy Kushner and Director of Public Services Patrick Fellrath*

Board members discussed various aspects of the proposed budget with Director of Public Service Fellrath and Finance Director Kushner, including the inclusion of funds for a part-time person to deal with GIS and Cityworks. Trustee Dempsey asked that the Board further consider the merits of making the GIS position a full time position and asked that this issue be revisited by May or June of 2019.

Moved by Trustee Heitman and seconded by Clerk Vorva to approve **Resolution #2019-03-12-30,** authorizing the 2019 Fiscal Year Budget for the Charter Township of Plymouth Water and Sewer Funds. Ayes all on a roll call vote.

7. 2019 Annual Budget for the Downtown Development Authority, **Resolution #2019-03-12-31**, *Finance Director Cindy Kushner and Supervisor Kurt Heise*

Supervisor Heise discussed the new State requirements for submission of a DDA plan and possible upcoming projects to include such as attempts to improve the railroad overpass and the surrounding area. There might also be some parking lot improvements that could be made at Township Hall which is located in the DDA area.

Moved by Trustee Heitman and seconded by Clerk Vorva to approve **Resolution #2019-03-12-31**, authorizing the 2019 Fiscal Year Budget for the Downtown Development Authority (DDA) Fund. Ayes all on a roll call vote.

8. 2019 Annual Budget for the Brownfield Redevelopment Authority, **Resolution #2019-03-12-32**, *Finance Director Cindy Kushner and Supervisor Kurt Heise*

The current Brownfield repayment to Sunshine Honda and possible future BRA projects were discussed.

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 12, 2019

PROPOSED MINUTES

Moved by Trustee Heitman and seconded by Clerk Vorva to approve **Resolution #2019-03-12-32,** authorizing the 2019 Fiscal Year Budget for the Brownfield Redevelopment Authority (BRA) Fund. Ayes all on a roll call vote.

G. SUPERVISOR AND TRUSTEE COMMENTS

Trustee Heitman thanked the citizens for their input on recycling costs. His poll came out 88% in support of the additional cost.

Treasurer Clinton thanked the Board for all their action over the past couple of years regarding the legacy costs.

Trustee Dempsey referred to the thought during the 2016 election that the treasurer's position was a no-brainer; however, the leadership shown and detail provided by Treasurer Clinton showed it is not a job that can done in one's sleep. He felt that the Board's action tonight was keeping the faith with the voters and upholding the integrity of the process. Most of all, he commended the voters.

Trustee Curmi asked for moving quickly on sidewalk gap and sidewalk maintenance.

PUBLIC COMMENTS AND QUESTIONS (Limited to 3 Minutes) – There were none.

H. ADJOURNMENT

_____
Jerry Vorva, Township Clerk

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

CONSENT AGENDA

ITEM D.2
Building Department Monthly Report
February, 2019

16

CHARTER TOWNSHIP OF PLYMOUTH

DEPARTMENT OF BUILDING & CODE ENFORCEMENT

MONTHLY REPORT

FEBRUARY
2019

17

Building Department 2019

Classification	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	2019 Totals
Total Building Permits	43	41											84
Trade Permits													
Electrical	30	27											57
Mechanical	47	64											111
Plumbing	21	17											38
Sewer & Water	1	7											8
Total Trade Permits	**142**	**156**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**298**
Miscellaneous													
Special Inspections	0	0											0
Temp Certificate of Occupancy	2	1											3
Re-Occupancy	0	0											0
Plan Review	9	5											14
ZBA	0	1											1
Re-inspection fees	5	8											13
Vacant Land Resigtration	0	0											0
Total Miscellaneous	**16**	**15**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**31**
Application Fee's													
Building	34	38											72
Electrical	28	27											55
Mechanical	44	58											102
Plumbing	19	14											33
License & Registration													
Builders	5	3											8
Electrical	19	18											37
Mechanical	7	6											13
Plumbing	6	5											11
Total Misc/License/Application	**178**	**184**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**362**
Grand Total	**320**	**340**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**660**
Staffing Levels													
Chief Building Official	1	1	1	1	1	1	1	1	1	1	1	1	
Full Time Building Inspector	1	1											
Full Time Office Manager	1	1											
Part-time Time Ordinance Officer	1	1											

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New Commerical Building for 2019

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Total Construction Value			-		

New Commercial Additions/Alterations for 2019

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Freudenberg	47690 Anchor CT	Hydrogen tank	30,000	Issued	January
Anderson Process	41304 Concept	Tenant Finish	140,000	Issued	January
Michigan Medical Association	9401 General DR	Tenant Finish	85,000	Issued	January
Lairds Glass	42320 Ann Arbor Rd	Exterior remodel	53,200	Issued	January
Burrough's	41100 Plymouth Rd	3rd floor lobby/conference	125,000	Issued	January
Buddy's Pizza	15075 Beck RD	Tenant Finish	380,000	Issued	February
Total Construction Value			813,200		
Grand Total Construction Value			813,200		

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Residential Housing 2019

Single Family Detached

	Total # Buildings	Total # Dwelling	Total Value Construction	Total Square Feet
January	0			
February	0			
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				
Totals	0	0	$ -	-

Single Family Attached (Townhouses/ Row Houses)

	Total # Buildings	Total # Dwelling	Total Value Construction	Total Square Feet
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
Totals	0	0	$ -	-

Two-Family Buildings (Duplex)

	Total # Buildings	Total # Dwelling	Total Value Construction	Total Square Feet
January	0			
February	0			
March	0			
April	0			
May	0			
June	0			
July	0			
August	0			
Septembei	0			
October	0			
November	0			
December	0			
Totals	0	0	$ -	-

Three-or-more Family Building (Apartments/Stacked Condos)

	Total # Buildings	Total # Dwelling	Total Value Construction	Total Square Feet
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
Totals	0	0	$ -	-

	Total # Buildings	**Total # Dwelling**	**Value Construction**	**Square Feet**
Totals all categories	**0**	**0**	**$ -**	**-**

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Revenue Breakdown Report

03/01/2019

Filter: All Records, Transaction.DateToPostOn in <Previous month> [02/01/19 - 02/28/19] AND
Transaction.TransactionNumber Not = 67,079 AND
Transaction.TransactionNumber Not = 67,078

Unit Totals

Unit Name	Records	Revenue
	156	36,261.00
TOTAL	156	36,261.00

Record Type Totals

Unit:	Records	Revenue
Permit	156	36,261.00
UNIT TOTAL:	156	36,261.00

Record Type Breakdowns

Unit:		
Record Type: Permit	Records	Revenue
Building	41	15,255.00
Electrical	27	5,987.00
Mechanical	64	9,585.00
Plumbing	17	2,154.00
Sewer & Water	7	3,280.00
TOTAL:	156	36,261.00

32,981.00

Certificate of Occupancy List

CofO Number	Status	Issued To	Address	CofO and Permit Dates	
OF19-0005	ISSUED (FINAL)	ISN LLC	45255 FIVE MILE	**CO Date Apply:** 02/19/2019	**CO Date Finaled:** 02/19/2019
Permit Number	**Applicant Name**		**Contractor**		
PB18-1125	TBD Group LLC		TBD Group LLC	**Permit Date Apply:** 12/19/2018	**Permit Date Issued:** 2/26/2018
OF19-0006	ISSUED (FINAL)	Anderson Process	41304 CONCEPT DR	**CO Date Apply:** 02/20/2019	**CO Date Finaled:** 02/20/2019
Permit Number	**Applicant Name**		**Contractor**		
PB19-0001	Fly High Consulting Inc		Fly High Consulting Inc	**Permit Date Apply:** 01/02/2019	**Permit Date Issued:** 01/09/2019

All Records
Co.DateFinaled Between 2/1/2019 12:00:00 AM AND
2/28/2019 11:59:59 PM AND
Co.Status = ISSUED (FINAL)

Number of CofO's: 2

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Certificates of Occupancy and Re-Occupancy
Plymouth Township
February 1, 2019
WTUA

Address	Business Name	Business	Type of work	Business Forms Given Out	
				Yes	No
45255 Five Mile RD	ISN LLC	Tenant finish	office/High rack storage		X
41304 Concept DR	Anderson Process	Tenant finish	Office/warehouse		X

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

CONSENT AGENDA

ITEM D.2
Fire Department Monthly Report
February, 2019

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Plymouth Township Fire Department

Monthly Report

February 2019

Response Information:

The Plymouth Township Fire Department responded to **236** emergencies this month.
There was an average of **8.42** runs per day this month.
PTFD's average response time was **5 minutes, 48 seconds** to the scene. This includes all responses including non-emergent.

Mutual Aid:

Plymouth Township Fire Department is a member of the Western Wayne County Mutual Aid Association.

	Mutual Aid Received	Mutual Aid Given
Canton	2	2
Northville City	2	2
Northville Township	1	4
Livonia	1	0
Westland	0	1
HVA	1	0

EMS Information:

There were **114** patients transported this month.
HVA transported **89** patients to the hospital.
Plymouth Township Fire transported **25** patients to the hospital.
The remainder of **29** patients were not transported for various reasons.
Plymouth transports billed out **$17,666.80** this month, received **$10,667.68** and have **$61,680.41** in outstanding bills.
Of this amount **$11,018.28** is over 180 days.

Fire Loss:

There were **2** fires this month that accounted for **$27,000.00** worth of damage to possessions and property. We prevented the destruction of **$745,000.00** In property.

Fire Prevention:

Plymouth Township Fire Department provided **20** comprehensive fire inspections to businesses within Plymouth Township. Fire Safety public education classes in CPR, Fire Extinguisher and Fire Safety are provided throughout the year.

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In January run a 12 month/yearend report of previous year.

Reports Included:

CLEMIS Reports

Incidents Section

- Incident Summary by Incident type
  - Incident Type
  - Type count
  - Property Loss
  - Property Value

- Mutual Aid by Department
  - Mutual aid Received
  - Mutual Aid Given

Local Section

- Fire Department Response Times
  - Turnout Time
  - Response Time

Health EMS

Agency Productivity

- Agency Activity Summary
  - Patients Transported by HVA
  - Patients Transported by PCFD

Billing Summary

Inspection Report

Total count for Public Education – Review Fire Modules Calendar

Yearend – provide total training hours

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Incident Type Count Report

Date Range: From 2/1/19 To 2/28/19
Selected Station(s): all

	Count	
Station:		
10 - Fire, other	1	.4%
Total - Fires	**1**	**.4%**
7 - False Alarm & False Call	1	.4%
Total - False Alarm & False Call	**1**	**.4%**
Total for Station	**2**	**.8%**
Station: MA		
611 - Dispatched & cancelled en route	1	.4%
Total - Good Intent Call	**1**	**.4%**
Total for Station	**1**	**.4%**
Station: ST1		
100 - Fire, other	1	.4%
Total - Fires	**1**	**.4%**
321 - EMS call, excluding vehicle accident with injury	46	19.5%
322 - Vehicle accident with injuries	4	1.7%
Total - Rescue & Emergency Medical Service Incidents	**50**	**21.2%**
424 - Carbon monoxide incident	1	.4%
444 - Power line down	1	.4%
445 - Arcing, shorted electrical equipment	1	.4%
Total - Hazardous Conditions (No fire)	**3**	**1.3%**
500 - Service Call, other	2	.8%
520 - Water problem, other	2	.8%
550 - Public service assistance, other	1	.4%
554 - Assist invalid	6	2.5%
Total - Service Call	**11**	**4.7%**
600 - Good intent call, other	2	.8%
611 - Dispatched & cancelled en route	4	1.7%
651 - Smoke scare, odor of smoke	3	1.3%
Total - Good Intent Call	**9**	**3.8%**
700 - False alarm or false call, other	3	1.3%
740 - Unintentional transmission of alarm, other	2	.8%
741 - Sprinkler activation, no fire - unintentional	2	.8%
743 - Smoke detector activation, no fire - unintentional	1	.4%

Printed 3/1/19 10 24 43AM

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	Count	
744 - Detector activation, no fire - unintentional	1	.4%
745 - Alarm system sounded, no fire - unintentional	1	.4%
746 - Carbon monoxide detector activation, no CO	2	.8%
Total - False Alarm & False Call	**12**	**5.1%**
900 - Special type of incident, other	1	.4%
Total - Special Incident Type	**1**	**.4%**
Total for Station	**87**	**36.9%**

Station: ST2

320 - Emergency medical service, other	2	.8%
321 - EMS call, excluding vehicle accident with injury	41	17.4%
Total - Rescue & Emergency Medical Service Incidents	**43**	**18.2%**
444 - Power line down	1	.4%
Total - Hazardous Conditions (No fire)	**1**	**.4%**
522 - Water or steam leak	1	.4%
554 - Assist invalid	2	.8%
Total - Service Call	**3**	**1.3%**
611 - Dispatched & cancelled en route	3	1.3%
6111 - Hospice Death	1	.4%
650 - Steam, other gas mistaken for smoke, other	1	.4%
Total - Good Intent Call	**5**	**2.1%**
700 - False alarm or false call, other	1	.4%
735 - Alarm system sounded due to malfunction	1	.4%
740 - Unintentional transmission of alarm, other	2	.8%
741 - Sprinkler activation, no fire - unintentional	1	.4%
745 - Alarm system sounded, no fire - unintentional	1	.4%
Total - False Alarm & False Call	**6**	**2.5%**
Total for Station	**58**	**24.6%**

Station: ST3

110 - Structure fire, other (conversion only)	1	.4%
Total - Fires	**1**	**.4%**
321 - EMS call, excluding vehicle accident with injury	64	27.1%
322 - Vehicle accident with injuries	5	2.1%
Total - Rescue & Emergency Medical Service Incidents	**69**	**29.2%**
424 - Carbon monoxide incident	3	1.3%
Total - Hazardous Conditions (No fire)	**3**	**1.3%**
551 - Assist police or other governmental agency	1	.4%
554 - Assist invalid	1	.4%
561 - Unauthorized burning	1	.4%
Total - Service Call	**3**	**1.3%**
611 - Dispatched & cancelled en route	6	2.5%
622 - No incident found on arrival at dispatch address	1	.4%

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	Count	
Total - Good Intent Call	**7**	**3.0%**
700 - False alarm or false call, other	4	1.7%
Total - False Alarm & False Call	**4**	**1.7%**
900 - Special type of incident, other	1	.4%
Total - Special Incident Type	**1**	**.4%**
Total for Station	**88**	**37.3%**
	236	**100.0%**

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Municipal Response Times Report

For Dates Beginning 2/1/19 Ending 2/28/19
Incident Types selected for analysis: All
For All Priority Types

Time in Minutes	Alarm to Dispatch	Percent Total	Cumulative Responses	Cumulative Percent	Dispatch to Enroute	Percent Total	Cumulative Responses	Cumulative Percent	Enroute to Arrival	Percent Total	Cumulative Responses	Cumulative Percent	Alarm to Arrival	Percent Total	Cumulative Responses	Cumulative Percent	Dispatch to Arrival	Percent Total	Cumulative Responses	Cumulative Percent
0 - 1	142	62 28	142	62 28	73	33 18	73	33 18	16	7 51	16	7 51	6	2 76	6	2 76	8	3 69	8	3 69
1 - 2	77	33 77	219	96 05	78	35 45	151	68 64	22	10 33	38 00	17 84	4	1 84	10 00	4 61	4	1 84	12	5 53
2 - 3	3	1 32	222	97 37	51	23 18	202	91 82	33	15 49	71 00	33 33	8	3 69	18 00	8 29	12	5 53	24	11 06
3 - 4	5	2 19	227	99 56	14	6 36	216	98 18	43	20 19	114 00	53 52	14	6 45	32 00	14 75	30	13 82	54	24 88
4 - 5	0	0 00	227	99 56	2	0 91	218	99 09	33	15 49	147 00	69 01	31	14 29	63 00	29 03	41	18 89	95	43 78
5 - 6	1	0 44	228	100 00	0	0 00	218	99 09	21	9 86	168 00	78 87	29	13 36	92 00	42 40	28	12 90	123	56 68
6 - 7	0	0 00	228	100 00	0	0 00	218	99 09	22	10 33	190 00	89 20	38	17 51	130 00	59 91	34	15 67	157	72 35
7 - 8	0	0 00	228	100 00	0	0 00	218	99 09	8	3 76	198 00	92 96	32	14 75	162 00	74 65	28	12 90	185	85 25
8 - 9	0	0 00	228	100 00	0	0 00	218	99 09	2	0 94	200 00	93 90	22	10 14	184 00	84 79	11	5 07	196	90 32
9 - 10	0	0 00	228	100 00	0	0 00	218	99 09	4	1 88	204 00	95 77	14	6 45	198 00	91 24	6	2 76	202	93 09
10 +	0	0 00	228	100 00	2	0 91	220	100 00	9	4 23	213 00	100 00	19	8 76	217 00	100 00	15	6 91	217	100 00
Incident Total	228																			

Average Times per Incident

Average PSAP Processing Time 0 minute(s) 49 second(s)
(Alarm to Dispatch)

Percent less than or equal to 60 Seconds 62 28
Percent less than or equal to 90 Seconds 86 84

Average Fire Department Turn Out Time 1 minute(s) 36 second(s)
(Dispatch to Enroute)

Average Fire Department Turn Out and Travel Time 5 minute(s) 48 second(s)
(Dispatch to Arrive)

Average Municipal Response Time 6 minute(s) 38 second(s)
(Alarm to Arrive)

Percentile Response Times in Accordance with NFPA Standards

PSAP Processing Time less than 60 seconds 62 28%
(Alarm to Dispatch)

Fire Department Turn Out Time less than 60 seconds 33 18%
(Dispatch to Enroute)

Fire Department Travel Time less than 4 minutes 53 52%
(Enroute to Arrive)

Listing of Mutual Aid Responses by Mutual Aid Department

Time Period: 2/1/19 - 2/28/19

Department: Canton Twp FD

Mutual aid received

190000386	2/12/19 1:34:24PM	1	08204		9343 CAPRICE DR
190000483	2/24/19 9:43:37PM	1	08204		11541 SPICER
Subtotal Mutual aid received				2	

Mutual aid given

190000303	2/2/19 2:01:26PM	3	08204		591 ROOSEVELT
190000325	2/4/19 6:52:43PM	3	08204		42600 CHERRY HILL
Subtotal Mutual aid given				2	
Subtotal Canton Twp FD				4	

Department: City of Northville FD

Mutual aid received

190000283	2/1/19 9:32:53AM	1	08232		43811 PLYMOUTH OAKS BLVD
190000386	2/12/19 1:34:24PM	1	08232		9343 CAPRICE DR
Subtotal Mutual aid received				2	

Automatic aid given

190000295	2/1/19 10:22:14PM	4	08232		105 HAGGERTY RD
190000306	2/2/19 6:50:24PM	4	08232		205 HAGGERTY RD
Subtotal Automatic aid given				2	
Subtotal City of Northville FD				4	

Department: Northville Twp FD

Mutual aid received

190000386	2/12/19 1:34:24PM	1	08255		9343 CAPRICE DR
Subtotal Mutual aid received				1	

Mutual aid given

190000422	2/17/19 9:10:20PM	3	08255		18493 JAMESTOWN CIR
190000467	2/22/19 6:29:00PM	3	08255		16100 HAGGERTY RD
190000474	2/24/19 10:40:31AM	3	08255		15327 NORTHVILLE FOREST DR
190000475	2/24/19 12:09:56PM	3	08255		15870 HAGGERTY RD
Subtotal Mutual aid given				4	
Subtotal Northville Twp FD				5	

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Time Period: 2/1/19 - 2/28/19

Department: Livonia Fire Department

Mutual aid received

190000481	2/24/19	9:15:40PM	1	8229		ANN ARBOR TRL
Subtotal Mutual aid received					**1**	
Subtotal Livonia Fire Department					**1**	

Department: Westland Fire Department

Mutual aid given

190000423	2/17/19	9:22:22PM	3	8251		BROOKFIELD PL
Subtotal Mutual aid given					**1**	
Subtotal Westland Fire Department					**1**	

Department: Huron Valley Ambulance

Mutual aid received

190000482	2/24/19	9:38:10PM	1	HVA		8896 BALL
Subtotal Mutual aid received					**1**	
Subtotal Huron Valley Ambulance					**1**	

Total **14**

*Note Incidents may show more than once due to Mutual Aid being rendered to more than one agency The total runs value does not include these duplicates.

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Agency Activity Summary

Plymouth Township Fire Dept

Agency: Plymouth Township Fire Dept | Service Date: From 02/01/2019 Through 02/28/2019

Total Number of ePCRs: 143

Total Number of Incidents: 140

By Branch

01 Station 1 = 42 | 02 Station 2 = 40 | 03 Station 3 = 61

Run Disposition

	#	%		#	%
Treated/Transported	25	17.5%	Dead Prior To Arrival	3	2.1%
Treated / Transferred Care	89	62.2%	Dead After Arrival	N/A	N/A
Treated/No Transport (AMA)	22	15.4%	Treat/Transported by Private Veh.	N/A	N/A
Treated / No Transport (Per Protocol)	2	1.4%	Assist	1	0.7%
Transported / Refused Care	N/A	N/A	Other	N/A	N/A
No Transport / Refused Care	N/A	N/A	No Patient Found	N/A	N/A
Cancelled	1	0.7%			
Left Blank	N/A	N/A			

Run Type

	#	%		#	%
Emergency Runs	142	99.3%	**Non-Emergency Runs**	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	2	1.4%	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A
Emergency Runs (Scheduled)	N/A	N/A	**Non-Emergency Runs (Scheduled)**	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A

Emergency Type Left Blank: 1

Runs by Unit

Unit	Total Runs	Treat/ Transp	Treat/ Transfer	Treat/No Transp(AMA)	Treat/No Transp(PP)	Transp/ Ref. Care	Cancelled	Dead Prior Arr	Dead After Arr	T/T Priv Veh	No Trans/ Ref. Care	Assist	Other	No Pat Found
RES1	41	12	22	5	1	0	0	1	0	0	0	0	0	0
RES2	40	4	28	4	1	0	1	1	0	0	0	1	0	0
RES3	62	9	39	13	0	0	0	1	0	0	0	0	0	0
Total	*143*	*25*	*89*	*22*	*2*	*0*	*1*	*3*	*0*	*0*	*0*	*1*	*0*	*0*

Runs by Service Level

Dispatched Service Level	#	%
BLS	8	5.6%
ALS	135	94.4%
SCT	N/A	N/A

Recommended Service Level	#	%
BLS	119	83.2%
ALS1	24	16.8%
ALS2	N/A	N/A
SCT	N/A	N/A
Rotary Wing	N/A	N/A
Fixed Wing	N/A	N/A

Runs by Insurance Type with Service Level *(Multiple insurance types may have been marked on a run)*

Type	BLS	%	ALS1	%	ALS2	%	SCT	%	Rotary Wing	%	Fixed Wing	%	Total	%
None	119	83.2%	24	16.8%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	143	100.0%

Runs by Primary PI (Note - Primary PI is based on the ICD-10 priority setup in HealthEMS)

Description	#	%
Abdominal Pain	1	0.7%
Allergic Reaction	2	1.4%
Alt. Level Conscious	4	2.8%
Anxiety	2	1.4%
Asthma Symptoms	1	0.7%
Behavioral Disorder	4	2.8%
CVA/Stroke	1	0.7%
Cardiac Arrest	2	1.4%
Cardiac Symptoms	2	1.4%
Chest Pain	15	10.5%
Diabetic Symptoms	1	0.7%
Dizziness	1	0.7%
Dyspnea-SOB	8	5.6%
Eye Symp.(no trauma)	1	0.7%
Flu Symptoms	1	0.7%
Headache (no trauma)	3	2.1%
Hemorrhage-(severe medical)	1	0.7%
Monitoring Required	1	0.7%
Nausea	2	1.4%
No Medical Problem	12	8.4%
Nose Bleed	1	0.7%
Obvious Death	2	1.4%
Orth. Device Required	1	0.7%
Poisoning	1	0.7%
Psychiatric Emerg.	1	0.7%
Seizure	4	2.8%
Syncope/Fainting	4	2.8%
Trauma Injury	30	21.0%
Unconscious	1	0.7%
Unknown Medical	5	3.5%
Vomiting	4	2.8%
Weakness	22	15.4%
Left Blank	2	1.4%
Total	143	100.0%

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Runs by Dispatch (EMD) Code

Description	#	%
1 Abdominal Pain	1	0.7%
10 Chest Pain [non-traumatic]	20	14.0%
12 Convulsions/Seizures	3	2.1%
17 Falls	31	21.7%
18 Headache	2	1.4%
19 Heart Problems A.I.D.C	1	0.7%
2 Allergies/Envenomations	1	0.7%
21 Hemorrhage/Lacerations	1	0.7%
23 Overdose/poisoning	2	1.4%
25 Psychiatric/Abnormal behavior/Suicide Attempt	5	3.5%
26 Sick Person	30	21.0%
27 Stab/ Gunshot Penetrating Trauma	1	0.7%
28 Stroke [CVA]	1	0.7%
29 Traffic/Accidents	9	6.3%
30 Traumatic Injuries	6	4.2%
31 Unconscious/Fainting	10	7.0%
32 Unknown Problem	2	1.4%
38a Citizen assist	1	0.7%
4 Assault/Sexual Assault	2	1.4%
5 Back Pain	1	0.7%
6 Breathing Problems	6	4.2%
88 Not applicable	2	1.4%
9 Cardiac or Respiratory Arrest/Death	1	0.7%
99 Unknown	3	2.1%
Left Blank	1	0.7%
Total	143	100.0%

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Transport From (Category)

	#	%
–Left Blank–	143	100.0%
Total	143	100.0%

Transport From (Facility)

	#	%
–Left Blank–	143	100.0%
Total	143	100.0%

Transport To (Destination Facility)

	#	%
St Mary Livonia ER	85	59.4%
–Left Blank–	29	20.3%
St Joe Ann Arbor ER	11	7.7%
Providence Park ER-Novi	7	4.9%
UNIVERSITY OF MICHIGAN ER	6	4.2%
No transport	2	1.4%
Annapolis (Beaumont Wayne)	1	0.7%
Henry Ford West Bloomfield	1	0.7%
Henry Ford MAIN	1	0.7%
Total	143	100.0%

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Charge Summary

PLYMOUTH MONTHLY CHARGE REPORT

Summary By Charge Code - Code Description

ID	Description	QTY	QTY %	Charge Count	Charge Count %	Charges	Total Charges %
0427	ALS EMERGENCY	17	8.40	17	32.69	11050.00	62.55
0429	BLS EMERGENCY	9	4.45	9	17.31	4500.00	25.47
0425MC	CMS MILEAGE	59.4	29.35	8	15.38	712.80	4.03
0425	MILEAGE	117	57.81	18	34.62	1404.00	7.95
Totals For All		202.4		52		17666.80	

Credit Summary

Summary By Credit As - Code Description

PLYMOUTH MONTHLY CREDIT REPORT

ID	Description	Credits	QTY %	Amount	Amount %
2	Adjustment	23	38.98	1987.82	18.63
1	Other Payment	21	35.59	4932.09	46.23
4	Other Refund	1	1.69	-208.23	-1.95
6	Patient Payment	12	20.34	3956.00	37.08
5	Write Off	2	3.39	0.00	0.00
Totals For All		59		10667.68	

Aging Summary

PLYMOUTH MONTHLY AGING REPORT

Report As Of February 28, 2019

Grouped By Schedule on Call

ID	Description	Calls	Current	31 to 60	61 to 90	91 to 120	121 to 150	151 to 180	Over 180	Total
APPL	APPEAL PATIENT 30	8	758.00	930.75	0.00	40.21	0.00	125.00	150.37	2004.33
CAID	ELECT MEDICAID	1	0.00	0.00	596.00	0.00	0.00	0.00	0.00	596.00
CAIP	PAPER MEDICAID RE	1	732.80	0.00	0.00	0.00	0.00	0.00	0.00	732.80
CARE	ELECT - MEDICARE	2	1264.00	0.00	0.00	0.00	0.00	0.00	0.00	1264.00
COMP	PAPER WORK COMP	1	0.00	0.00	734.00	0.00	0.00	0.00	0.00	734.00
FIREINS	FIRE RECOVERY 15C	1	0.00	0.00	0.00	125.00	0.00	0.00	0.00	125.00
HOLD	HOLD FOR 30 DAYS	1	0.00	0.00	0.00	0.00	375.00	0.00	0.00	375.00
INSU	PAPER INS PRIMARY	2	0.00	0.00	125.00	0.00	0.00	0.00	111.50	236.50
NEIC	ELECT INS NEIC	1	572.00	0.00	0.00	0.00	0.00	0.00	0.00	572.00
PRIV	REQUEST PRIVATE F	3	1770.00	0.00	0.00	0.00	0.00	0.00	0.00	1770.00
PRV2	PAPER - PRIVATE PA	52	14665.95	9006.32	1621.00	212.50	243.10	273.23	0.00	26022.10
REVIEW	REVIEW	33	0.00	1666.00	6372.00	2431.00	3727.50	1653.00	2021.76	17871.26
SINS	PAPER INS SECOND.	3	0.00	84.58	0.00	0.00	95.28	0.00	102.65	282.51
TIME	TIME PAY ACCOUNT	2	0.00	0.00	0.00	0.00	462.91	0.00	496.00	958.91
U	MHR HOLD FOR MHF	28	0.00	0.00	0.00	0.00	0.00	0.00	8136.00	8136.00
Totals		139	19762.75	11687.65	9448.00	2809.71	4903.79	2051.23	11018.28	61680.41

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Incident Summary by Incident Type

For Dates: 2/1/19 - 2/28/19

Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
No Shift Entered				
No Station Entered				
False Alarm & False Calls	1	204,886:48:37	$ 0.00	$ 0.00
Total for No Station Entered	**1**	**204,886:48:37**	**$ 0.00**	**$ 0.00**
Total for No Shift Entered	**1.00**	**204,886:48:37**	**$ 0.00**	**$ 0.00**
Shift: A				
Station: ST1				
Fires	1	00:06:05	$ 0.00	$ 0.00
Rescue & Emergency Medical Service Incidents	16	00:05:32	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	1	00:15:51	$ 0.00	$ 0.00
Service Calls	1	00:06:14	$ 0.00	$ 0.00
Good Intent Calls	3	00:00:57	$ 0.00	$ 0.00
False Alarm & False Calls	7	00:03:58	$ 0.00	$ 0.00
Special Incident Types	1	00:06:24	$ 0.00	$ 0.00
Total for Station: ST1	**30**	**00:05:07**	**$ 0.00**	**$ 0.00**
Station: ST2				
Rescue & Emergency Medical Service Incidents	11	00:06:13	$ 0.00	$ 0.00
Service Calls	2	00:08:53	$ 0.00	$ 0.00
Good Intent Calls	1	00:09:50	$ 0.00	$ 0.00
False Alarm & False Calls	3	00:03:46	$ 0.00	$ 0.00
Total for Station: ST2	**17**	**00:06:18**	**$ 0.00**	**$ 0.00**
Station: ST3				
Rescue & Emergency Medical Service Incidents	24	00:07:51	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	1	00:09:31	$ 0.00	$ 0.00
Service Calls	1	00:06:21	$ 0.00	$ 0.00
Good Intent Calls	2	00:00:00	$ 0.00	$ 0.00
False Alarm & False Calls	2	00:05:52	$ 0.00	$ 0.00
Special Incident Types	1	00:09:12	$ 0.00	$ 0.00
Total for Station: ST3	**31**	**00:07:16**	**$ 0.00**	**$ 0.00**
Total for Shift: A	**78.00**	**00:06:14**	**$ 0.00**	**$ 0.00**
Shift: B				
Station: ST1				
Rescue & Emergency Medical Service Incidents	16	00:06:15	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	1	00:07:57	$ 0.00	$ 0.00
Service Calls	7	00:06:14	$ 0.00	$ 0.00
Good Intent Calls	2	00:02:46	$ 0.00	$ 0.00
False Alarm & False Calls	3	00:12:05	$ 0.00	$ 0.00
Total for Station: ST1	**29**	**00:06:40**	**$ 0.00**	**$ 0.00**
Station: ST2				

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Incident Summary by Incident Type

Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
Rescue & Emergency Medical Service Incidents	20	00:06:23	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	1	00:01:36	$ 0.00	$ 0.00
Good Intent Calls	2	00:00:00	$ 0.00	$ 0.00
False Alarm & False Calls	1	00:04:57	$ 0.00	$ 0.00
Total for Station: ST2	**24**	**00:05:35**	**$ 0.00**	**$ 0.00**
Station: ST3				
Fires	1	00:10:35	$ 15,000.00	$ 370,000.00
Rescue & Emergency Medical Service Incidents	21	00:07:51	$ 0.00	$ 0.00
Service Calls	2	00:05:58	$ 0.00	$ 0.00
Good Intent Calls	1	00:00:00	$ 0.00	$ 0.00
False Alarm & False Calls	2	00:04:49	$ 0.00	$ 0.00
Total for Station: ST3	**27**	**00:07:18**	**$ 15,000.00**	**$ 370,000.00**
Total for Shift: B	**80.00**	**00:06:33**	**$ 15,000.00**	**$ 370,000.00**
Shift: C				
Station: MA				
Good Intent Calls	1	00:00:00	$ 0.00	$ 0.00
Total for Station: MA	**1**	**00:00:00**	**$ 0.00**	**$ 0.00**
Station: ST1				
Rescue & Emergency Medical Service Incidents	18	00:04:20	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	1	00:14:20	$ 0.00	$ 0.00
Service Calls	3	00:06:17	$ 12,000.00	$ 375,000.00
Good Intent Calls	4	00:05:01	$ 0.00	$ 0.00
False Alarm & False Calls	2	00:04:00	$ 0.00	$ 0.00
Total for Station: ST1	**28**	**00:04:58**	**$ 12,000.00**	**$ 375,000.00**
Station: ST2				
Rescue & Emergency Medical Service Incidents	12	00:07:30	$ 0.00	$ 0.00
Service Calls	1	00:12:25	$ 0.00	$ 0.00
Good Intent Calls	3	00:00:00	$ 0.00	$ 0.00
False Alarm & False Calls	2	00:02:49	$ 0.00	$ 0.00
Total for Station: ST2	**18**	**00:06:00**	**$ 0.00**	**$ 0.00**
Station: ST3				
Rescue & Emergency Medical Service Incidents	24	00:07:24	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	2	00:08:57	$ 0.00	$ 0.00
Good Intent Calls	4	00:01:49	$ 0.00	$ 0.00
Total for Station: ST3	**30**	**00:06:45**	**$ 0.00**	**$ 0.00**
Total for Shift: C	**77.00**	**00:05:50**	**$ 12,000.00**	**$ 375,000.00**
Total	**236.00**	**868:16:03**	**$ 27,000.00**	**$ 745,000.00**

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Inspection Volume

3/4/2019 10:16:55 AM

Filters:

- Inspection Source: **Internal Department Only**
- Start Date: **2/1/2019 12:00:00 AM**
- End Date:**2/28/2019 11:59:59 PM**
- Inspector:**-all-**
- Occupancy Type:**-all-**
- IFC Occupant Class:**-all-**
- Occupancy Number:**-all-**
- Zip Code:**-all-**
- Address:**-all-**
- Street Name: **-all-**
- Inspection Type: **-all Fire Safety types-**
- Section Number: **-all-**

Volume by Inspector

Conroy, William	# of Inspections[1]	Violations Cited	Occupant Sq. Ft.
Annual [FS]	2		2,000
Semi-Annual (twice a year) [FS]	4		32,650
2-Year [FS]	4		0
3-Year [FS]	3		18,810
Fire Alarm Test [FS]	1		0
Freedom of Information [FS]	4		128,000
Site Plan [FS]	2		0
Total	**20**	**2**	**181,460**

Totals

	# of Inspections[1]	Violations Cited	Violations Cleared[2]	Violations Remaining	Occupant Sq. Ft.
Annual[FS]	2				2,000
Semi-Annual (twice a year)[FS]	4				32,650
2-Year[FS]	4				0
3-Year[FS]	3				18,810
Fire Alarm Test[FS]	1				0
Freedom of Information[FS]	4				128,000
Site Plan[FS]	2				0
Total[5]	**20**	**2**	**0**	**2**	**181,460**

[1]*This is actually a count for the inspection type. A single inspection with two types will total as two not one.*
[2]*Cleared violations from re-inspections outside the date range ARE included if initial inspection falls within date range.*
[3]*One re-inspection can encompass multiple inspection types - this is why the re-inspection type-specific total is frequently greater than the # of inspections.*
[FS]*Fire Safety Inspection.*
[5]*Filtering out portal inspections can cause violations cited to be less than violations cleared (violation cited count comes from both department and portal inspections, while violations cleared only come from department inspections).*

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

CONSENT AGENDA

ITEM D.2
Fire Department Annual Report
2018

41

Plymouth Township Fire Department

Year End Report

January-December 2018

Response Information:

The Plymouth Township Fire Department responded to **2,965** emergencies this **year**.

There was an average of **8.12** runs per day this **year.**

PTFD's average response time was **5 minutes 40 seconds** to the scene. This includes all responses including non-emergent.

Mutual Aid:	**Mutual Aid Received**	**Mutual Aid Given**
Canton	8	65
Northville City	21	14
Northville Twp	40	58
Livonia	4	4
Westland	0	1
Huron Valley Ambulance	11	0
Hazmat	3	3
Totals	**87**	**145**

EMS Information:

There were **1,505** patients transported this **year**.

HVA transported **1,216** patients to the hospital.

Plymouth Township Fire transported **289** patients to the hospital.

The remainder of **456** patients were not transported for various reasons.

Plymouth transports billed out **$192,976.70** this **year**, and received **$189,111.22** .

There is **$53,244.11** in outstanding bills of which **$9,867.43** is over **180** days.

Fire Loss:

There were **69** fires this **year** that accounted for **$1,499,170.00** worth of damage to possessions and property. We prevented the destruction **of $151,167,490.00** In property.

Fire Prevention:

Plymouth Township Fire Department provided **713** comprehensive fire inspections to businesses within Plymouth Township.

Fire Safety public education classes in CPR, Fire Extinguisher and Fire Safety are provided throughout the year.

This **year**, the department conducted **58** public safety events to a total of **3800** participants.

FD Training :

The Firefighters have put in a total of **4,322.55** hours of training this **year**.

J:/Fire/Monthly Reports/Monthly Report Form

42

Reports Included:

Cfirs Reports

Incidents Section

- Incident Summary by Incident type
  - Incident Type
  - Type count
  - Property Loss
  - Property Value

- Mutual Aid by Department
  - Mutual aid Received
  - Mutual Aid Given

Local Section

- Fire Department Response Times
- Turnout Time
- Response Time

Health EMS

Agency Productivity

- Agency Activity Summary
- Patients Transported by HVA
- Patients Transported by PCFD

Inspection Report

Total count for Public Education – Review Fire Modules Calendar

43

Incident Type Count Report

Date Range: From 1/1/18 To 12/31/18
Selected Station(s): all

	Count	
Station:		
10 - Fire, other	1	.0%
Total - Fires	**1**	**.0%**
321 - EMS call, excluding vehicle accident with injury	2	.1%
322 - Vehicle accident with injuries	1	.0%
Total - Rescue & Emergency Medical Service Incidents	**3**	**.1%**
9 - Special incident type	2	.1%
Total - Special Incident Type	**2**	**.1%**
Total for Station	**6**	**.2%**
Station: MA		
111 - Building fire	3	.1%
113 - Cooking fire, confined to container	2	.1%
Total - Fires	**5**	**.2%**
321 - EMS call, excluding vehicle accident with injury	51	1.7%
322 - Vehicle accident with injuries	7	.2%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	.0%
324 - Motor vehicle accident with no injuries	1	.0%
Total - Rescue & Emergency Medical Service Incidents	**60**	**2.0%**
400 - Hazardous condition, other	1	.0%
413 - Oil or other combustible liquid spill	1	.0%
422 - Chemical spill or leak	1	.0%
440 - Electrical wiring/equipment problem, other	1	.0%
Total - Hazardous Conditions (No fire)	**4**	**.1%**
551 - Assist police or other governmental agency	1	.0%
554 - Assist invalid	1	.0%
Total - Service Call	**2**	**.1%**
611 - Dispatched & cancelled en route	16	.5%
650 - Steam, other gas mistaken for smoke, other	1	.0%
Total - Good Intent Call	**17**	**.6%**
733 - Smoke detector activation due to malfunction	1	.0%
745 - Alarm system sounded, no fire - unintentional	2	.1%
Total - False Alarm & False Call	**3**	**.1%**
9001 - Dispatch Error	1	.0%
Total - Special Incident Type	**1**	**.0%**

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	Count	
Total for Station	**92**	**3.1%**

Station: ST1

100 - Fire, other	1	.0%
111 - Building fire	12	.4%
113 - Cooking fire, confined to container	4	.1%
114 - Chimney or flue fire, confined to chimney or flue	1	.0%
118 - Trash or rubbish fire, contained	3	.1%
131 - Passenger vehicle fire	3	.1%
150 - Outside rubbish fire, other	1	.0%
162 - Outside equipment fire	1	.0%
Total - Fires	**26**	**.9%**
321 - EMS call, excluding vehicle accident with injury	641	21.6%
322 - Vehicle accident with injuries	66	2.2%
324 - Motor vehicle accident with no injuries	7	.2%
341 - Search for person on land	1	.0%
Total - Rescue & Emergency Medical Service Incidents	**715**	**24.1%**
400 - Hazardous condition, other	2	.1%
410 - Flammable gas or liquid condition, other	1	.0%
411 - Gasoline or other flammable liquid spill	2	.1%
412 - Gas leak (natural gas or LPG)	6	.2%
413 - Oil or other combustible liquid spill	2	.1%
423 - Refrigeration leak	1	.0%
424 - Carbon monoxide incident	6	.2%
440 - Electrical wiring/equipment problem, other	1	.0%
441 - Heat from short circuit (wiring), defective/worn	1	.0%
442 - Overheated motor	1	.0%
444 - Power line down	18	.6%
445 - Arcing, shorted electrical equipment	4	.1%
463 - Vehicle accident, general cleanup	1	.0%
Total - Hazardous Conditions (No fire)	**46**	**1.6%**
500 - Service Call, other	9	.3%
531 - Smoke or odor removal	3	.1%
550 - Public service assistance, other	4	.1%
551 - Assist police or other governmental agency	8	.3%
552 - Police matter	1	.0%
553 - Public service	2	.1%
554 - Assist invalid	31	1.0%
561 - Unauthorized burning	3	.1%
Total - Service Call	**61**	**2.1%**
600 - Good intent call, other	7	.2%
611 - Dispatched & cancelled en route	36	1.2%
6111 - Hospice Death	5	.2%
622 - No incident found on arrival at dispatch address	3	.1%
650 - Steam, other gas mistaken for smoke, other	1	.0%
651 - Smoke scare, odor of smoke	4	.1%
Total - Good Intent Call	**56**	**1.9%**
700 - False alarm or false call, other	29	1.0%

	Count	
715 - Local alarm system, malicious false alarm	1	.0%
730 - System malfunction, other	5	.2%
731 - Sprinkler activation due to malfunction	1	.0%
732 - Extinguishing system activation due to malfunction	1	.0%
733 - Smoke detector activation due to malfunction	2	.1%
735 - Alarm system sounded due to malfunction	8	.3%
736 - CO detector activation due to malfunction	1	.0%
740 - Unintentional transmission of alarm, other	9	.3%
743 - Smoke detector activation, no fire - unintentional	4	.1%
744 - Detector activation, no fire - unintentional	7	.2%
745 - Alarm system sounded, no fire - unintentional	4	.1%
746 - Carbon monoxide detector activation, no CO	2	.1%
Total - False Alarm & False Call	**74**	**2.5%**
9000 - Special type of incident, other	1	.0%
9001 - Dispatch Error	6	.2%
Total - Special Incident Type	**7**	**.2%**
Total for Station	**985**	**33.2%**

Station: ST2

110 - Structure fire, other	1	.0%
111 - Building fire	1	.0%
113 - Cooking fire, confined to container	1	.0%
132 - Road freight or transport vehicle fire	1	.0%
143 - Grass fire	1	.0%
151 - Outside rubbish, trash or waste fire	1	.0%
Total - Fires	**6**	**.2%**
321 - EMS call, excluding vehicle accident with injury	467	15.8%
322 - Vehicle accident with injuries	25	.8%
Total - Rescue & Emergency Medical Service Incidents	**492**	**16.6%**
400 - Hazardous condition, other	2	.1%
411 - Gasoline or other flammable liquid spill	2	.1%
412 - Gas leak (natural gas or LPG)	2	.1%
424 - Carbon monoxide incident	1	.0%
444 - Power line down	11	.4%
445 - Arcing, shorted electrical equipment	3	.1%
481 - Attempt to burn	1	.0%
Total - Hazardous Conditions (No fire)	**22**	**.7%**
500 - Service Call, other	4	.1%
531 - Smoke or odor removal	2	.1%
542 - Animal rescue	2	.1%
550 - Public service assistance, other	1	.0%
551 - Assist police or other governmental agency	1	.0%
554 - Assist invalid	31	1.0%
561 - Unauthorized burning	2	.1%
Total - Service Call	**43**	**1.5%**
600 - Good intent call, other	3	.1%

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	Count	
611 - Dispatched & cancelled en route	29	1.0%
6111 - Hospice Death	4	.1%
622 - No incident found on arrival at dispatch address	2	.1%
650 - Steam, other gas mistaken for smoke, other	1	.0%
651 - Smoke scare, odor of smoke	3	.1%
Total - Good Intent Call	**42**	**1.4%**
700 - False alarm or false call, other	10	.3%
710 - Malicious, mischievous false call, other	1	.0%
711 - Municipal alarm system, malicious false alarm	2	.1%
730 - System malfunction, other	4	.1%
732 - Extinguishing system activation due to malfunction	1	.0%
733 - Smoke detector activation due to malfunction	1	.0%
735 - Alarm system sounded due to malfunction	3	.1%
736 - CO detector activation due to malfunction	3	.1%
740 - Unintentional transmission of alarm, other	7	.2%
743 - Smoke detector activation, no fire - unintentional	3	.1%
744 - Detector activation, no fire - unintentional	3	.1%
745 - Alarm system sounded, no fire - unintentional	3	.1%
746 - Carbon monoxide detector activation, no CO	2	.1%
Total - False Alarm & False Call	**43**	**1.5%**
900 - Special type of incident, other	2	.1%
9001 - Dispatch Error	3	.1%
Total - Special Incident Type	**5**	**.2%**
Total for Station	**653**	**22.0%**

Station: ST3

100 - Fire, other	1	.0%
110 - Structure fire, other	1	.0%
111 - Building fire	4	.1%
112 - Fires in structures other than in a building	1	.0%
113 - Cooking fire, confined to container	2	.1%
118 - Trash or rubbish fire, contained	1	.0%
121 - Fire in mobile home used as fixed residence	1	.0%
130 - Mobile property (vehicle) fire, other	1	.0%
131 - Passenger vehicle fire	11	.4%
132 - Road freight or transport vehicle fire	1	.0%
140 - Natural vegetation fire, other	1	.0%
141 - Forest, woods or wildland fire	1	.0%
142 - Brush, or brush and grass mixture fire	1	.0%
150 - Outside rubbish fire, other	1	.0%
154 - Dumpster or other outside trash receptacle fire	1	.0%
160 - Special outside fire, other	1	.0%
162 - Outside equipment fire	1	.0%
Total - Fires	**31**	**1.0%**
251 - Excessive heat, scorch burns with no ignition	4	.1%
Total - Overpressure Rupture, Explosion, Overheat - no fire	**4**	**.1%**
321 - EMS call, excluding vehicle accident with injury	736	24.8%

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	Count	
322 - Vehicle accident with injuries	91	3.1%
324 - Motor vehicle accident with no injuries	14	.5%
352 - Extrication of victim(s) from vehicle	2	.1%
381 - Rescue or EMS standby	1	.0%
Total - Rescue & Emergency Medical Service Incidents	**844**	**28.5%**
411 - Gasoline or other flammable liquid spill	5	.2%
412 - Gas leak (natural gas or LPG)	18	.6%
424 - Carbon monoxide incident	3	.1%
440 - Electrical wiring/equipment problem, other	5	.2%
441 - Heat from short circuit (wiring), defective/worn	2	.1%
444 - Power line down	10	.3%
445 - Arcing, shorted electrical equipment	4	.1%
Total - Hazardous Conditions (No fire)	**47**	**1.6%**
500 - Service Call, other	9	.3%
510 - Person in distress, other	1	.0%
531 - Smoke or odor removal	1	.0%
550 - Public service assistance, other	3	.1%
551 - Assist police or other governmental agency	1	.0%
554 - Assist invalid	63	2.1%
555 - Defective elevator, no occupants	1	.0%
561 - Unauthorized burning	3	.1%
Total - Service Call	**82**	**2.8%**
600 - Good intent call, other	10	.3%
611 - Dispatched & cancelled en route	56	1.9%
6111 - Hospice Death	5	.2%
611E - EMS: Dispatched & cancelled en route	2	.1%
622 - No incident found on arrival at dispatch address	11	.4%
631 - Authorized controlled burning	1	.0%
650 - Steam, other gas mistaken for smoke, other	3	.1%
651 - Smoke scare, odor of smoke	5	.2%
671 - Hazmat release investigation w/ no hazmat	1	.0%
Total - Good Intent Call	**94**	**3.2%**
7 - False Alarm & False Call	1	.0%
700 - False alarm or false call, other	34	1.1%
712 - Direct tie to FD, malicious/false alarm	1	.0%
730 - System malfunction, other	4	.1%
731 - Sprinkler activation due to malfunction	1	.0%
733 - Smoke detector activation due to malfunction	10	.3%
734 - Heat detector activation due to malfunction	2	.1%
735 - Alarm system sounded due to malfunction	12	.4%
736 - CO detector activation due to malfunction	9	.3%
740 - Unintentional transmission of alarm, other	7	.2%
741 - Sprinkler activation, no fire - unintentional	1	.0%
742 - Extinguishing system activation	1	.0%
743 - Smoke detector activation, no fire - unintentional	4	.1%
744 - Detector activation, no fire - unintentional	10	.3%
745 - Alarm system sounded, no fire - unintentional	16	.5%
746 - Carbon monoxide detector activation, no CO	6	.2%
Total - False Alarm & False Call	**119**	**4.0%**
9001 - Dispatch Error	7	.2%

48

	Count	
Total - Special Incident Type	7	.2%
UUU - Undetermined incident type	1	.0%
	1	**.0%**
Total for Station	**1,229**	**41.5%**
	2,965	**100.0%**

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Municipal Response Times Report

For Dates Beginning 1/1/18 Ending 12/31/18
Incident Types selected for analysis: All
For All Priority Types

Time in Minutes	Alarm to Dispatch	Percent Total	Cumulative Responses	Cumulative Percent	Dispatch to Enroute	Percent Total	Cumulative Responses	Cumulative Percent	Enroute to Arrival	Percent Total	Cumulative Responses	Cumulative Percent	Alarm to Arrival	Percent Total	Cumulative Responses	Cumulative Percent	Dispatch to Arrival	Percent Total	Cumulative Responses	Cumulative Percent
0 - 1	1,633	56 10	1,633	56 10	1,005	35 92	1,005	35 92	177	6 53	177	6 53	49	1 76	49	1 76	82	2 94	82	2 94
1 - 2	994	34 15	2,627	90.24	1,232	44 03	2,237	79 95	252	9 30	429 00	15 84	61	2 19	110 00	3 95	105	3 77	187	6 71
2 - 3	194	6 66	2,821	96 91	421	15 05	2,658	95 00	438	16 17	867 00	32 00	116	4 17	226.00	8 11	186	6 68	373	13 39
3 - 4	47	1 61	2,868	98 52	84	3 00	2,742	98 00	494	18 24	1,361 00	50 24	168	6 03	394 00	14 15	365	13.11	738	26 50
4 - 5	22	0 76	2,890	99.28	33	1 18	2,775	99 18	468	17 28	1,829 00	67 52	376	13 50	770 00	27 65	505	18 13	1,243	44 63
5 - 6	10	0 34	2,900	99.62	8	0 29	2,783	99 46	341	12 59	2,170 00	80 10	467	16 77	1,237 00	44 42	460	16 52	1,703	61 15
6 - 7	3	0 10	2,903	99 73	6	0 21	2,789	99 68	201	7 42	2,371 00	87 52	446	16 01	1,683 00	60 43	379	13 61	2,082	74 76
7 - 8	1	0 03	2,904	99 76	1	0 04	2,790	99 71	109	4 02	2,480 00	91 55	364	13 07	2,047 00	73 50	246	8 83	2,328	83 59
8 - 9	2	0 07	2,906	99.83	1	0 04	2,791	99 75	84	3 10	2,564 00	94 65	240	8 62	2,287 00	82 12	165	5 92	2,493	89 52
9 - 10	2	0 07	2,908	99 90	1	0 04	2,792	99 79	51	1 88	2,615 00	96 53	185	6 64	2,472 00	88 76	106	3 81	2,599	93 32
10 +	3	0 10	2,911	100 00	6	0 21	2,798	100 00	94	3 47	2,709 00	100 00	313	11 24	2,785 00	100 00	186	6 68	2,785	100 00

Incident Total: 2,911

Average Times per Incident

Average PSAP Processing Time 1 minute(s) 1 second(s)
(Alarm to Dispatch)

Percent less than or equal to 60 Seconds 56 10
Percent less than or equal to 90 Seconds 79 77

Average Fire Department Turn Out Time 1 minute(s) 27 second(s)
(Dispatch to Enroute)

Average Fire Department Turn Out and Travel Time 5 minute(s) 40 second(s)
(Dispatch to Arrive)

Average Municipal Response Time 6 minute(s) 43 second(s)
(Alarm to Arrive)

Percentile Response Times in Accordance with NFPA Standards

PSAP Processing Time less than 60 seconds: 56 10%
(Alarm to Dispatch)

Fire Department Turn Out Time less than 60 seconds 35 92%
(Dispatch to Enroute)

Fire Department Travel Time less than 4 minutes 50 24%
(Enroute to Arrive)

9633

Listing of Mutual Aid Responses by Mutual Aid Department

Time Period: 1/1/18 - 12/31/18

Department: Canton Twp FD

Mutual aid received

180000529	3/3/18 8:05:12PM	1	08204		14122 E DR
180000715	3/26/18 5:00:53PM	1	08204		8830 ROCKER
180000775	4/2/18 8:41:01AM	1	08204		42320 E ANN ARBOR RD
180000947	4/21/18 10:01:35PM	1	08204		8980 HAGGERTY Rd
180001573	7/12/18 9:30:20PM	1	08204		N HAGGERTY
180001709	7/27/18 4:55:11PM	1	08204		48222 POWELL RD
180002639	11/16/18 6:36:29PM	1	08204		14920 KEEL ST
180002654	11/20/18 9:11:31AM	1	08204		E ANN ARBOR RD
Subtotal Mutual aid received				**8**	

Mutual aid given

180000003	1/1/18 3:00:00AM	3	08204		I275
180000049	1/4/18 6:52:26PM	3	08204		8121 N LILLEY
180000134	1/12/18 3:30:36PM	3	08204		HANFORD
180000166	1/17/18 4:17:18PM	3	08204		7025 N LILLEY
180000170	1/17/18 11:02:33PM	3	08204		1160 SHERIDAN
180000172	1/18/18 10:07:50AM	3	08204		49700 PARKSIDE DR
180000328	2/8/18 6:05:23PM	3	08204		8459 ALTON
180000354	2/11/18 10:50:22PM	3	08204		7025 N LILLEY
180000363	2/12/18 12:57:05PM	3	08204		48881 CASTLESIDE
180000366	2/12/18 3:18:46PM	3	08204		7914 ALTON
180000445	2/20/18 6:54:12PM	3	08204		41021 MICHIGAN AVE
180000528	3/3/18 7:00:54PM	3	08204		I275
180000826	4/8/18 9:09:36PM	3	08204		7025 LILLEY
180000871	4/13/18 3:24:54PM	3	08204		43569 W ARBOR WAY
180000963	4/25/18 11:25:47AM	3	08204		6100 N HAGGERTY
180000983	4/29/18 12:13:40AM	3	08204		7630 DREW CIR
180000992	4/30/18 4:42:56PM	3	08204		39681 MUIRFIELD LN
180001021	5/4/18 8:08:07AM	3	08204		42500 CHERRY HILL
180001034	5/4/18 6:18:21PM	3	08204		7236 PARKWAY CT

180001074	5/10/18 7:19:51PM	3	08204	5653 FORDHAM CIR
180001077	5/11/18 7:24:29AM	3	08204	46445 KILLARNEY CT
180001083	5/11/18 11:20:27AM	3	08204	1051 N CANTON CENTER
180001093	5/12/18 4:30:31PM	3	08204	1150 S CANTON CENTER
180001111	5/14/18 1:51:59PM	3	08204	7003 FOXTHORN
180001142	5/17/18 6:45:56PM	3	08204	7901 KOPPERNICK
180001166	5/20/18 5:57:17PM	3	08204	5722 FORDHAM CIR
180001182	5/22/18 2:27:32PM	3	08204	39750 JOY RD
180001197	5/23/18 6:33:22PM	3	08204	42600 CHERRY HILL
180001278	6/5/18 1:13:30PM	3	08204	7025 N LILLEY
180001322	6/12/18 1:07:01PM	3	08204	42600 CHERRY HILL
180001336	6/14/18 1:12:32PM	3	08204	6150 RUNNYMEADE
180001385	6/19/18 12:56:09PM	3	08204	39612 DORCHESTER CIR
180001426	6/26/18 10:06:33AM	3	08204	47845 S VISTA CIR
180001430	6/26/18 6:58:15PM	3	08204	5946 N SHELDON
180001672	7/23/18 11:44:21AM	3	08204	1794 COLUMBUS
180001810	8/10/18 9:13:05AM	3	08204	46250 CHERRY HILL
180001814	8/10/18 3:46:22PM	3	08204	I 275
180001926	8/25/18 6:41:57PM	3	08204	39619 TUSCANY CT
180002025	9/6/18 2:02:19PM	3	08204	8121 N LILLEY
180002106	9/15/18 9:50:22PM	3	08204	2570 HIDDEN WOODS
180002149	9/19/18 6:56:10PM	3	08204	39409 JOY RD
180002189	9/23/18 8:29:17PM	3	08204	41640 FORD
180002192	9/24/18 12:32:48AM	3	08204	STATE HWY
180002323	10/9/18 12:32:43PM	3	08204	45300 CHERRY HILL
180002361	10/13/18 6:10:55PM	3	08204	1600 S CANTON CENTER
180002368	10/14/18 8:46:59PM	3	08204	1600 S CANTON CENTER
180002434	10/21/18 8:50:04PM	3	08204	8279 ALTON
180002438	10/22/18 9:33:23AM	3	08204	7025 N LILLEY
180002446	10/23/18 2:25:13PM	3	08204	7025 N LILLEY
180002447	10/23/18 3:52:28PM	3	08204	HANFORD
180002577	11/7/18 10:00:29PM	3	08204	1709 THISTLE
180002606	11/11/18 7:12:33PM	3	08204	1993 MARLOWE
180002616	11/13/18 12:54:39PM	3	08204	43670 FORD
180002686	11/25/18 2:59:44PM	3	08204	200 SHANA
180002721	11/29/18 11:50:10AM	3	08204	46000 SUMMIT PARKWAY
180002722	11/29/18 12:08:27PM	3	08204	7025 N LILLEY
180002768	12/6/18 12:38:02PM	3	08204	8400 N BECK

Time Period: 1/1/18 - 12/31/18

180002822	12/14/18 8:56:59AM	3	08204		41649 BEDFORD
180002824	12/14/18 11:00:18AM	3	08204		42500 CHERRY HILL
180002857	12/18/18 12:51:13PM	3	08204		43721 HANFORD
180002893	12/23/18 1:57:47PM	3	08204		43670 FORD
180002894	12/23/18 5:11:35PM	3	08204		8601 BROOKEPARK
180002913	12/27/18 12:00:18PM	3	08204		1150 S CANTON CENTER
180002922	12/28/18 12:08:20PM	3	08204		45458 PARKDALE
180002937	12/30/18 11:26:27AM	3	08204		CHERRY HILL
Subtotal Mutual aid given				**65**	
Subtotal Canton Twp FD				**73**	

Department: City of Northville FD

Mutual aid received

180000161	1/17/18 1:10:30AM	1	08232		14707 NORTHVILLE RD
180000223	1/23/18 2:32:59PM	1	08232		41144 CONCEPT DR
180000248	1/28/18 1:21:41AM	1	08232		STATE 14 HWY
180000370	2/12/18 6:22:56PM	1	08232		15155 FOGG
180000548	3/5/18 11:11:34PM	1	08232		14142 GRANT Dr
180000634	3/16/18 3:44:52PM	1	08232		12457 WOODGATE Dr
180000706	3/25/18 2:57:28PM	1	08232		11346 GENERAL Dr
180000715	3/26/18 5:00:53PM	1	08232		8830 ROCKER
180001338	6/14/18 3:40:58PM	1	08232		45755 FIVE MILE Rd
180001663	7/22/18 11:54:31AM	1	08232		14707 NORTHVILLE RD
180001709	7/27/18 4:55:11PM	1	08232		48222 POWELL RD
180002272	10/2/18 3:19:35PM	1	08232		W ANN ARBOR RD
180002376	10/15/18 2:48:25PM	1	08232		14707 NORTHVILLE RD
180002603	11/11/18 4:19:25PM	1	08232		11140 SOUTHWORTH RD
180002603	11/11/18 4:19:25PM	1	08232		11180 SOUTHWORTH RD
180002639	11/16/18 6:36:29PM	1	08232		14920 KEEL ST
180002643	11/17/18 1:08:14PM	1	08232		15047 ROBINWOOD
180002668	11/22/18 1:05:03PM	1	08232		47675 NORTH TERRITORIAL RD
Subtotal Mutual aid received				**17**	

Automatic aid received

180001738	8/1/18 2:41:56AM	2	08232		14707 NORTHVILLE RD
180001896	8/21/18 5:53:15AM	2	08232		14707 NORTHVILLE RD
180002011	9/5/18 1:47:11AM	2	08232		40275 PLYMOUTH RD
180002886	12/22/18 11:25:07AM	2	08232		14707 NORTHVILLE RD
Subtotal Automatic aid received				**4**	

Mutual aid given

Time Period: 1/1/18 - 12/31/18

180000275	2/1/18 12:41:35PM	3	08232		44642 ASPEN RIDGE DR
180000390	2/14/18 3:42:55PM	3	08232		E ANN ARBOR TR
180000504	2/28/18 4:08:06PM	3	08232		MCKINLEY
180001095	5/12/18 10:28:37PM	3	08232		305 ROE
180001137	5/17/18 7:16:36AM	3	08232		105 HAGGERTY RD
180001354	6/15/18 8:53:44PM	3	08232		655 FOREST
180001398	6/21/18 7:55:39AM	3	08232		N SHELDON RD
180001444	6/28/18 4:39:48AM	3	08232		SCHOOLCRAFT RD
180001509	7/5/18 10:53:32PM	3	08232		283 E ANN ARBOR TRL
180001539	7/8/18 8:30:33PM	3	08232		440 N HARVEY
Subtotal Mutual aid given				**10**	

Automatic aid given

180000101	1/9/18 4:23:31PM	4	08232		496 W ANN ARBOR TRL
180001789	8/7/18 2:14:04PM	4	08232		210 W ANN ARBOR RD
180002496	10/29/18 3:12:30PM	4	08232		105 HAGGERTY RD
180002624	11/14/18 4:27:30PM	4	08232		1238 JUNCTION
Subtotal Automatic aid given				**4**	
Subtotal City of Northville FD				35	

Department: Northville Twp FD

Mutual aid received

180000061	1/5/18 1:00:11PM	1	08255		HALYARD
180000088	1/8/18 6:13:08PM	1	08255		41128 E ANN ARBOR Rd
180000160	1/16/18 11:39:07PM	1	08255		40718 IVYWOOD Ln
180000161	1/17/18 1:10:30AM	1	08255		14707 NORTHVILLE RD
180000223	1/23/18 2:32:59PM	1	08255		41144 CONCEPT DR
180000367	2/12/18 3:29:28PM	1	08255		46010 ACADEMY DR
180000404	2/15/18 9:31:57PM	1	08255		14707 NORTHVILLE RD
180000501	2/28/18 2:04:53PM	1	08255		I 275&E ANN ARBOR RD
180000706	3/25/18 2:57:28PM	1	08255		11336 General Dr
180000706	3/25/18 2:57:28PM	1	08255		11346 GENERAL Dr
180000776	4/2/18 9:13:28AM	1	08255		43939 PLYMOUTH OAKS BLVD
180000947	4/21/18 10:01:35PM	1	08255		8980 HAGGERTY Rd
180001183	5/22/18 2:32:36PM	1	08255		15108 FARMBROOK DR
180001254	6/3/18 2:08:53AM	1	08255		STATE 14 HWY
180001342	6/14/18 7:00:55PM	1	08255		13720 EATON DR
180001511	7/6/18 1:36:24PM	1	08255		44475 FIVE MILE RD
180001612	7/17/18 4:04:27PM	1	08255		EDWARD HINES DR
180001613	7/17/18 4:22:16PM	1	08255		39865 GREENVIEW PL

180001652	7/21/18 8:29:55AM	1	08255		14900 N BECK RD
180001662	7/22/18 11:51:47AM	1	08255		41212 WILCOX RD
180001709	7/27/18 4:55:11PM	1	08255		48222 POWELL RD
180001805	8/9/18 6:38:56AM	1	08255		STATE 14 HWY
180002003	9/4/18 12:13:05PM	1	08255		ANN ARBOR TRL
180002009	9/4/18 7:34:18PM	1	08255		46600 PORT
180002117	9/16/18 9:22:00PM	1	08255		39647 GREENVIEW PL
180002282	10/3/18 5:19:29PM	1	08255		FIVE MILE RD
180002284	10/3/18 5:45:24PM	1	08255		41375 IVYWOOD LN
180002307	10/6/18 11:54:38PM	1	08255		43850 PLYMOUTH OAKS BLVD
180002337	10/10/18 2:19:35PM	1	08255		14540 JIB
180002376	10/15/18 2:48:25PM	1	08255		14707 NORTHVILLE RD
180002477	10/27/18 2:31:03PM	1	08255		STATE HWY
180002484	10/28/18 12:39:51PM	1	08255		STATE HWY
180002603	11/11/18 4:19:25PM	1	08255		11140 SOUTHWORTH RD
180002603	11/11/18 4:19:25PM	1	08255		11180 SOUTHWORTH RD
180002639	11/16/18 6:36:29PM	1	08255		14920 KEEL ST
180002643	11/17/18 1:08:14PM	1	08255		15047 ROBINWOOD
180002668	11/22/18 1:05:03PM	1	08255		47675 NORTH TERRITORIAL RD
Subtotal Mutual aid received				**35**	

Automatic aid received

180001203	5/24/18 5:26:19PM	2	08255		46200 PORT
180001611	7/17/18 3:30:03PM	2	08255		13987 WASHINGTON DR
180001738	8/1/18 2:41:56AM	2	08255		14707 NORTHVILLE RD
180001896	8/21/18 5:53:15AM	2	08255		14707 NORTHVILLE RD
180002011	9/5/18 1:47:11AM	2	08255		40275 PLYMOUTH RD
Subtotal Automatic aid received				**5**	

Mutual aid given

180000086	1/8/18 10:28:49AM	3	08255		15700 HAGGERTY RD
180000263	1/30/18 10:27:09AM	3	08255		42010 SEVEN MILE RD
180000274	2/1/18 10:12:40AM	3	08255		HAGGERTY
180000368	2/12/18 3:47:48PM	3	08255		18471 HAGGERTY RD
180000392	2/14/18 7:34:04PM	3	08255		49403 N. GLACIER RD
180000393	2/14/18 7:51:55PM	3	08255		16115 BECK RD
180000581	3/8/18 8:42:50PM	3	08255		50574 LAUREL RIDGE CT
180000605	3/11/18 6:40:25PM	3	08255		43905 SIX MILE
180000618	3/13/18 4:08:08PM	3	08255		18568 E CLAIRMONT CIR
180000750	3/29/18 6:45:49PM	3	08255		SIX MILE RD
180000755	3/30/18 10:06:28AM	3	08255		42284 LADYWOOD DR

Time Period: 1/1/18 - 12/31/18

180000866	4/12/18 6:46:51PM	3	08255	46180 W MAIN ST
180000907	4/16/18 1:03:39PM	3	08255	39569 VILLAGE RUN
180001046	5/6/18 5:26:14PM	3	08255	48210 HEATHER CT
180001061	5/8/18 5:43:51PM	3	08255	18685 JAMESTOWN
180001141	5/17/18 3:22:21PM	3	08255	18756 JAMESTOWN CIR
180001340	6/14/18 6:24:18PM	3	08255	SIX MILE RD
180001368	6/17/18 8:21:15PM	3	08255	40405 SIX MILE RD
180001370	6/18/18 11:51:42AM	3	08255	8800 NAPIER RD
180001377	6/18/18 7:18:23PM	3	08255	1309 PENNIMAN
180001396	6/20/18 5:11:16PM	3	08255	18615 FOX HOLLOW CT
180001399	6/21/18 12:21:33PM	3	08255	19755 CLEMENT RD
180001435	6/27/18 11:07:25AM	3	08255	16100 HAGGERTY RD
180001461	6/29/18 8:15:50PM	3	08255	16100 HAGGERTY RD
180001654	7/21/18 11:25:37AM	3	08255	16100 HAGGERTY RD
180001661	7/22/18 10:38:47AM	3	08255	6100 N HAGGERTY
180001704	7/26/18 11:01:49PM	3	08255	16100 HAGGERTY RD
180001723	7/30/18 11:53:13AM	3	08255	15573 NORTHVILLE FOREST DR
180001862	8/17/18 9:39:28AM	3	08255	19557 MARINER CT
180001928	8/25/18 11:51:54PM	3	08255	18190 W BLUE HERON DR
180001962	8/30/18 6:27:57PM	3	08255	16100 HAGGERTY RD
180002105	9/15/18 4:50:05PM	3	08255	16100 HAGGERTY RD
180002175	9/22/18 12:34:28PM	3	08255	45700 SIX MILE RD
180002259	10/1/18 3:39:06PM	3	08255	N M5
180002297	10/5/18 9:46:50AM	3	08255	44349 CYPRESS POINT DR
180002350	10/12/18 1:19:20PM	3	08255	7025 N LILLEY
180002405	10/18/18 5:07:21PM	3	08255	16700 FRANKLIN RD
180002462	10/25/18 7:39:41PM	3	08255	41600 SIX MILE RD
180002481	10/27/18 10:01:31PM	3	08255	SEVEN MILE RD
180002482	10/27/18 10:44:09PM	3	08255	44903 ASPEN RIDGE DR
180002493	10/29/18 6:58:33AM	3	08255	19577 CLEMENT RD
180002524	11/1/18 8:56:01AM	3	08255	42000 SEVEN MILE
180002551	11/4/18 12:47:53PM	3	08255	15525 MARILYN AVE
180002562	11/5/18 4:36:13PM	3	08255	16100 HAGGERTY RD
180002565	11/5/18 7:59:23PM	3	08255	17271 COVE DR
180002575	11/7/18 2:32:28PM	3	08255	1001 DOHENY DR
180002673	11/23/18 6:41:51PM	3	08255	47105 STRATFORD CT
180002738	12/1/18 4:41:20PM	3	08255	16100 HAGGERTY RD
180002782	12/8/18 4:54:01PM	3	08255	16578 BROOKLANE BLVD

Time Period: 1/1/18 - 12/31/18

180002791	12/9/18 3:26:54PM	3	08255		44647 N BROADMOOR CIR
180002824	12/14/18 11:00:18AM	3	08255		42500 CHERRY HILL
180002828	12/14/18 4:59:12PM	3	08255		16100 HAGGERTY RD
180002877	12/21/18 3:18:07PM	3	08255		42150 FARRAGUT CT
180002880	12/21/18 6:46:12PM	3	08255		15870 HAGGERTY RD
180002896	12/24/18 7:59:58AM	3	08255		16027 MORNINGSIDE
180002916	12/27/18 5:39:44PM	3	08255		41600 SIX MILE RD
180002936	12/30/18 10:36:04AM	3	08255		674 ARTHUR
Subtotal Mutual aid given				**57**	

Automatic aid given

180001218	5/27/18 11:18:34AM	4	08255		1160 SHERIDAN
Subtotal Automatic aid given				**1**	
Subtotal Northville Twp FD				**98**	

Department: Livonia Fire Department

Mutual aid received

180000160	1/16/18 11:39:07PM	1	8229		40718 IVYWOOD Ln
180000926	4/19/18 11:32:34AM	1	8229		HAGGERTY RD
180001655	7/21/18 11:27:23AM	1	8229		STATE HWY
180001884	8/18/18 8:53:26PM	1	8229		I 275
Subtotal Mutual aid received				**4**	

Mutual aid given

180001384	6/19/18 9:07:53AM	3	8229		34467 INDUSTRIAL RD
180002019	9/5/18 10:13:58PM	3	8229		WB I-96 EAST OF I-275 HWY
180002731	11/30/18 5:37:59PM	3	8229		I96 HWY
Subtotal Mutual aid given				**3**	

Automatic aid given

180000189	1/19/18 8:05:36PM	4	8229		WB 96 HWY
Subtotal Automatic aid given				**1**	
Subtotal Livonia Fire Department				**8**	

Department: Westland Fire Department

Mutual aid given

180000982	4/29/18 12:05:27AM	3	8251		6331 WEST MORGAN CIR
Subtotal Mutual aid given				**1**	
Subtotal Westland Fire Department				**1**	

Department: Huron Valley Ambulance

Mutual aid received

180000530	3/3/18 8:16:04PM	1	HVA		14142 A
180000717	3/26/18 5:56:06PM	1	HVA		12113 HINES CT

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Time Period: 1/1/18 - 12/31/18

180001339	6/14/18	4:11:33PM	1	HVA	42457	PARKHURST
180001355	6/15/18	10:05:35PM	1	HVA	11612	PARKVIEW DR
180002159	9/20/18	4:19:55PM	1	HVA	11352	EASTSIDE DR
180002219	9/27/18	10:22:59AM	1	HVA	11544	BROWNELL
180002271	10/2/18	1:39:15PM	1	HVA	14118	MEADOW HILL LN
180002308	10/7/18	1:39:19AM	1	HVA	10361	TRAILWOOD RD
180002332	10/10/18	11:15:21AM	1	HVA	44841	W ANN ARBOR RD
180002625	11/14/18	4:32:34PM	1	HVA	46735	NORTH TERRITORIAL RD
180002640	11/16/18	8:07:54PM	1	HVA	14040	BROUGHAM
Subtotal Mutual aid received				**11**		
Subtotal Huron Valley Ambulance				**11**		

Department: Hazardous Materials Response Team

Mutual aid received

180001440	6/28/18	4:39:48AM	1	WWMA	SCHOOLCRAFT RD
180002258	10/1/18	12:39:38PM	1	WWMA	W M-14 HWY
180002657	11/20/18	4:21:09PM	1	WWMA	9169 HACKBERRY
Subtotal Mutual aid received				**3**	

Mutual aid given

180000488	2/26/18	5:36:00PM	3	WWMA	17410 MACK AVE
180001783	8/6/18	9:33:43PM	3	WWMA	SCHAEFER HWY
Subtotal Mutual aid given				**2**	

Other aid given

180001650	7/21/18	7:58:06AM	5	WWMA	STATE HWY
Subtotal Other aid given				**1**	
Subtotal Hazardous Materials Response Team				**6**	

Total **214**

*Note: Incidents may show more than once due to Mutual Aid being rendered to more than one agency. The total runs value does not include these duplicates.

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Agency Activity Summary

Plymouth Township Fire Dept

Agency: Plymouth Township Fire Dept | Service Date: From 01/01/2018 Through 12/31/2018

Total Number of ePCRs: 1961

Total Number of Incidents: 1895

By Branch

01 Station 1 = 699 | 02 Station 2 = 472 | 03 Station 3 = 790

Run Disposition

	#	%		#	%
Treated/Transported	289	14.7%	Dead Prior To Arrival	31	1.6%
Treated / Transferred Care	1216	62.0%	Dead After Arrival	3	0.2%
Treated/No Transport (AMA)	361	18.4%	Treat/Transported by Private Veh.	1	0.1%
Treated / No Transport (Per Protocol)	4	0.2%	Assist	4	0.2%
Transported / Refused Care	N/A	N/A	Other	46	2.3%
No Transport / Refused Care	4	0.2%	No Patient Found	N/A	N/A
Cancelled	2	0.1%			
Left Blank	N/A	N/A			

Run Type

	#	%		#	%
Emergency Runs	1941	99.0%	**Non-Emergency Runs**	20	1.0%
Stand By	1	0.1%	Stand By	N/A	N/A
Mutual Aid	34	1.7%	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	1	0.1%	Intercept	N/A	N/A
Emergency Runs (Scheduled)	N/A	N/A	**Non-Emergency Runs (Scheduled)**	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A

Emergency Type Left Blank: 0

Runs by Unit

Unit	Total Runs	Treat/ Transp	Treat/ Transfer	Treat/No Transp(AMA)	Treat/No Transp(PP)	Transp/ Ref. Care	Cancelled	Dead Prior Arr	Dead After Arr	T/T Priv Veh	No Trans/ Ref. Care	Assist	Other	No Pat. Found
ENG1	16	0	1	1	0	0	0	0	0	0	0	0	14	0
ENG2	5	0	5	0	0	0	0	0	0	0	0	0	0	0
ENG3	6	0	1	0	0	0	0	0	0	0	0	0	5	0
RES1	649	112	390	119	1	0	1	15	1	0	1	2	7	0
RES2	503	68	334	88	1	0	0	9	0	0	2	0	1	0
RES3	772	108	477	153	2	0	1	7	2	1	1	1	19	0
RES4	9	1	8	0	0	0	0	0	0	0	0	0	0	0
UTL1	1	0	0	0	0	0	0	0	0	0	0	1	0	0
Total	*1961*	*289*	*1216*	*361*	*4*	*0*	*2*	*31*	*3*	*1*	*4*	*4*	*46*	*0*

Runs by Service Level

Dispatched Service Level	#	%
BLS	117	6.0%
ALS	1844	94.0%
SCT	N/A	N/A

Recommended Service Level	#	%
BLS	1393	71.0%
ALS1	548	27.9%
ALS2	20	1.0%
SCT	N/A	N/A
Rotary Wing	N/A	N/A
Fixed Wing	N/A	N/A

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Runs by Insurance Type with Service Level *(Multiple insurance types may have been marked on a run)*

Type	BLS	%	ALS1	%	ALS2	%	SCT	%Rotary Wing		%Fixed Wing		%	Total	%
Auto Ins.	16	0.8%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	16	0.8%
Medicare	8	0.4%	2	0.1%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10	0.5%
None	1390	70.9%	551	28.1%	20	1.0%	N/A	N/A	N/A	N/A	N/A	N/A	1961	100.0%

Runs by Primary PI (Note - Primary PI is based on the ICD-10 priority setup in HealthEMS)

Description	#	%
Abdominal Pain	58	3.0%
Airway Obstruction	8	0.4%
Allergic Reaction	23	1.2%
Alt. Level Conscious	87	4.4%
Anxiety	93	4.7%
Apnea	1	0.1%
Asthma Symptoms	16	0.8%
Back Pain (No Trauma)	51	2.6%
Behavioral Disorder	25	1.3%
CVA/Stroke	20	1.0%
Cardiac Arrest	20	1.0%
Cardiac Symptoms	29	1.5%
Chest Pain	97	4.9%
Cough W/Blood	3	0.2%
Dehydration Symp.	10	0.5%
Depression (acute)	5	0.3%
Diabetic Symptoms	34	1.7%
Dizziness	44	2.2%
Dyspnea-SOB	100	5.1%
Elevated Temp/Fever	3	0.2%
Eye Symp.(no trauma)	1	0.1%
Flu Symptoms	29	1.5%
GI -Bleed	10	0.5%
GI -Constipation	4	0.2%
GI -Diarrhea	4	0.2%
Headache (no trauma)	10	0.5%
Hemorrhage-(severe medical)	13	0.7%
Hyperventilation	3	0.2%
Hypothermia	1	0.1%
Medication Reaction	1	0.1%
Migraine	5	0.3%
Monitoring Required	37	1.9%
Nausea	24	1.2%
Newborn	2	0.1%
No Medical Problem	94	4.8%
Nose Bleed	14	0.7%
OB/Gyn	4	0.2%
OB/Gyn (comp.)	1	0.1%
Obvious Death	23	1.2%
Orth. Device Required	4	0.2%
Pneumonia Symptoms	2	0.1%
Poisoning	3	0.2%
Post-Op Complication	6	0.3%
Psychiatric Emerg.	33	1.7%
Pulmonary Edema	1	0.1%
Respiratory Arrest	1	0.1%
Respiratory Failure	7	0.4%
Seizure	41	2.1%
Sore Throat	3	0.2%
Syncope/Fainting	61	3.1%
Trauma Injury	324	16.5%
Unconscious	15	0.8%
Unknown Medical	87	4.4%
Urinary Bleeding	2	0.1%

Urination Problem	18	0.9%
Vomiting	23	1.2%
Vomiting Blood	5	0.3%
Weakness	266	13.6%
Left Blank	52	2.7%
Total	1961	100.0%

Runs by Dispatch (EMD) Code

Description	#	%
1 Abdominal Pain	59	3.0%
10 Chest Pain [non-traumatic]	121	6.2%
11 Choking	12	0.6%
12 Convulsions/Seizures	52	2.7%
13 Diabetic	30	1.5%
14 Drowning	1	0.1%
16 Eye Problems/Injuries	2	0.1%
17 Falls	307	15.7%
18 Headache	9	0.5%
19 Heart Problems A.I.D.C	6	0.3%
2 Allergies/Envenomations	20	1.0%
20 Heat/Cold Exposure	2	0.1%
21 Hemorrhage/Lacerations	31	1.6%
23 Overdose/poisoning	41	2.1%
24 Pregnancy/Childbirth/Miscarriage	5	0.3%
25 Psychiatric/Abnormal behavior/Suicide Attempt	75	3.8%
26 Sick Person	415	21.2%
27 Stab/ Gunshot Penetrating Trauma	5	0.3%
28 Stroke [CVA]	34	1.7%
29 Traffic/Accidents	204	10.4%
3 Animal Bites/Attacks	3	0.2%
30 Traumatic Injuries	60	3.1%
31 Unconscious/Fainting	124	6.3%
32 Unknown Problem	63	3.2%
33 Non-emergency Transports	1	0.1%
35 Standby Police Scene	4	0.2%
38 Medical Alarm	4	0.2%
38a Citizen assist	2	0.1%
4 Assault/Sexual Assault	1	0.1%
5 Back Pain	33	1.7%
6 Breathing Problems	140	7.1%
7 Burns/Explosion	3	0.2%
77 Not reported	2	0.1%
88 Not applicable	19	1.0%
9 Cardiac or Respiratory Arrest/Death	24	1.2%
99 Unknown	30	1.5%
Left Blank	17	0.9%
Total	1961	100.0%

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Transport From (Category)

	#	%
Scene of Accident or Acute Event	1	0.1%
--Left Blank--	1960	99.9%
Total	1961	100.0%

Transport From (Facility)

	#	%
--Left Blank--	1955	99.7%
Independence Village	6	0.3%
Total	1961	100.0%

Transport To (Destination Facility)

	#	%
St Mary Livonia ER	1100	56.1%
--Left Blank--	447	22.8%
UNIVERSITY OF MICHIGAN ER	115	5.9%
Providence Park ER-Novi	112	5.7%
St Joe Ann Arbor ER	95	4.8%
Henry Ford West Bloomfield	21	1.1%
Beaumont Farmington Hills (Botsford)	18	0.9%
No transport	12	0.6%
Annapolis (Beaumont Wayne)	10	0.5%
Beaumont Canton	5	0.3%
Garden City ER	4	0.2%
VA ANN ARBOR ER	4	0.2%
Beaumont Hospital Royal Oak	4	0.2%
Beaumont Dearborn	4	0.2%
Henry Ford MAIN	4	0.2%
C.S. Mott Children's Hospital	3	0.2%
Huron Valley Ambulance	1	0.1%
Detroit Medical Center	1	0.1%
Providence Southfield	1	0.1%
Total	1961	100.0%

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PLYMOUTH 2018 AGING REPORT

ID	Description	Calls	Current	31 to 60	61 to 90	91 to 120	121 to 150	151 to 180	Over 180	Total
1MRP	PAPER - MEDICARE	1	572.00	0.00	0.00	0.00	0.00	0.00	0.00	572.00
APPL	APPEAL PATIENT 30	4	0.00	0.00	462.53	125.00	0.00	0.00	50.37	637.90
BCBS	ELECT BCBS	2	1438.00	0.00	0.00	0.00	0.00	0.00	0.00	1438.00
CAIP	PAPER MEDICAID	1	701.60	0.00	0.00	0.00	0.00	0.00	0.00	701.60
CARE	ELECT - MEDICARE	7	2441.60	0.00	1444.00	584.00	0.00	0.00	0.00	4469.60
FIREINS	FIRE RECOVERY	1	0.00	125.00	0.00	0.00	0.00	0.00	0.00	125.00
INSU	PAPER INS PRIMARY	7	1486.00	698.00	722.00	125.00	0.00	686.00	111.50	3828.50
NEICCAID	ELECT MEDICAID NEICAID	2	1102.00	0.00	0.00	0.00	0.00	0.00	0.00	1102.00
PRV2	PAPER - PRIVATE PAYOR	51	15905.63	1668.71	5047.27	847.00	0.00	477.65	100.00	24046.26
REVIEW	REVIEW	10	596.00	375.00	1618.00	1528.00	25.00	1049.76	572.00	5763.76
SINS	PAPER INS SECONDARY	1	0.00	84.58	0.00	0.00	0.00	0.00	0.00	84.58
TIME	TIME PAY ACCOUNT	2	0.00	0.00	0.00	0.00	846.91	0.00	0.00	846.91
U	MHR HOLD FOR MHR	29	0.00	0.00	0.00	0.00	770.00	0.00	8136.00	8906.00
ZIRCAID	ELECT MEDICAID ZIRCAID	1	722.00	0.00	0.00	0.00	0.00	0.00	0.00	722.00
TOTALS		**119**	**19579.00**	**5321.12**	**9388.89**	**6129.91**	**871.91**	**2085.85**	**9867.43**	**53244.11**

PLYMOUTH TWP 2018 CHARGES

ID	Description	QTY	QTY %	Charge Count	Charge Count %	Charges	Total Charges %
427	ALS EMERGENCY	148.00	6.70	148.00	23.79	96200.00	49.85
433	ALS II EMERGENCY	6.00	0.27	6.00	0.96	4800.00	2.49
AMB	AMBULANCE	2.00	0.09	2.00	0.32	300.00	0.16
429	BLS EMERGENCY	120.00	5.43	120.00	19.29	58875.00	30.51
CAPT	CAPTAIN(S)	5.00	0.23	5.00	0.80	205.00	0.11
0425MC	CMS MILEAGE	829.60	37.55	115.00	18.49	9955.20	5.16
FTRUCK	FIRE TRUCK	5.00	0.23	5.00	0.80	1000.00	0.52
FF	FIREFIGHTER	11.00	0.50	7.00	1.13	407.00	0.21
LT	LIEUTENANT(S)	5.00	0.23	5.00	0.80	195.00	0.10
425	MILEAGE	1026.00	46.43	158.00	25.40	12312.00	6.38
MVA	MOTOR VEHICLE ACCIDENT	44.00	1.99	44.00	7.07	8687.50	4.50
OILDRY	OIL DRY ABSORBENT	8.00	0.36	7.00	1.13	40.00	0.02
TOTALS		**$ 2,209.6**		**$ 622.0**		**$ 192,976.7**	

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PLYMOUTH TWP 2018 CREDITS

ID	Description	Credits	QTY %	Amount	Amount %
AMBC	CONTRACTUAL ADJ - BCBS	44.00	3.84	2605.58	1.38
ACHA	CONTRACTUAL ADJ - COMM I	2.00	0.17	206.38	0.11
AMCD	CONTRACTUAL ADJ - MEDICA	28.00	2.44	11940.16	6.31
AMCR	CONTRACTUAL ADJ - MEDICA	339.00	29.58	26876.66	14.21
INWH	INTEREST PAID	2.00	0.17	0.44	0.00
INTOFFSET	INTEREST RECEIVED	2.00	0.17	-0.44	0.00
PBCS	PAYMENT - BCBS	45.00	3.93	15134.35	8.00
BCCP	PAYMENT - BLUE CROSS COF	31.00	2.71	2723.90	1.44
PPIN	PAYMENT - COMM INS	36.00	3.14	16742.23	8.85
PAIN	PAYMENT - INSURANCE - AUT	49.00	4.28	13559.66	7.17
PSIN	PAYMENT - INSURANCE SEC(	33.00	2.88	2317.58	1.23
PMCD	PAYMENT - MEDICAID	28.00	2.44	5594.02	2.96
PMCB	PAYMENT - MEDICARE	198.00	17.28	41636.45	22.02
PMCB0	PAYMENT - MEDICARE = 0	12.00	1.05	0.00	0.00
PPCH	PAYMENT - PRIVATE CHECK	96.00	8.38	20937.00	11.07
PPMO	PAYMENT - PRIVATE MONEY	3.00	0.26	150.00	0.08
PWCON	PAYMENT- WC CONTRACT-CI	8.00	0.70	4629.29	2.45
PLACE	PLACEKEEPER	10.00	0.87	-333.18	-0.18
FRDD	TAKE BACK - COMMERCIAL IN	2.00	0.17	-746.00	-0.39
TBMD	TAKE BACK - MEDICAID	1.00	0.09	-208.23	-0.11
RFCAR	TAKE BACK - MEDICARE	6.00	0.52	-1326.00	-0.70
WBAD	W/O BAD DEBT	67.00	5.85	6126.59	3.24
WBAC	W/O IN COLLECTIONS	90.00	7.85	19655.35	10.39
WCAI	W/O MEDICAID	10.00	0.87	880.40	0.47
WSML	W/O SMALL BALANCE	4.00	0.35	9.03	0.00
TOTALS		1146		189111.22	

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Incident Summary by Incident Type

For Dates: 1/1/18 - 12/31/18

Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
No Shift Entered				
No Station Entered				
Fires	1	207.012:55:30	$ 0.00	$ 0.00
Rescue & Emergency Medical Service Incidents	3	69,404:45:52	$ 0.00	$ 0.00
Special Incident Types	2	104,371:05:55	$ 0.00	$ 0.00
Total for No Station Entered	**6**	**103,994:54:09**	**$ 0.00**	**$ 0.00**
Station: ST3				
Good Intent Calls	1	00:00:00	$ 0.00	$ 0.00
Total for Station: ST3	**1**	**00:00:00**	**$ 0.00**	**$ 0.00**
Total for No Shift Entered	**7.00**	**89,138:29:16**	**$ 0.00**	**$ 0.00**
Shift: A				
Station: MA				
Fires	2	00:04:49	$ 0.00	$ 0.00
Rescue & Emergency Medical Service Incidents	15	00:09:19	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	1	00:05:08	$ 0.00	$ 0.00
Good Intent Calls	3	00:00:00	$ 0.00	$ 0.00
False Alarm & False Calls	1	00:09:04	$ 0.00	$ 0.00
Total for Station: MA	**22**	**00:07:26**	**$ 0.00**	**$ 0.00**
Station: ST1				
Fires	9	00:07:30	$ 237,560.00	$ 2,309,500.00
Rescue & Emergency Medical Service Incidents	247	00:06:02	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	10	00:08:33	$ 0.00	$ 0.00
Service Calls	16	00:07:26	$ 0.00	$ 0.00
Good Intent Calls	23	00:01:06	$ 0.00	$ 0.00
False Alarm & False Calls	28	00:06:20	$ 0.00	$ 0.00
Total for Station: ST1	**333**	**00:05:54**	**$ 237,560.00**	**$ 2,309,500.00**
Station: ST2				
Fires	1	00:02:01	$ 0.00	$ 0.00
Rescue & Emergency Medical Service Incidents	172	00:06:23	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	9	00:07:26	$ 0.00	$ 0.00
Service Calls	13	00:07:07	$ 0.00	$ 0.00
Good Intent Calls	11	00:02:21	$ 0.00	$ 0.00
False Alarm & False Calls	16	00:05:31	$ 0.00	$ 0.00
Special Incident Types	3	00:04:02	$ 0.00	$ 0.00
Total for Station: ST2	**225**	**00:06:09**	**$ 0.00**	**$ 0.00**
Station: ST3				
Fires	13	00:07:18	$ 404,000.00	$ 116,086,603.00
Overpressure Rupture, Explosion, Overheat - no fire	1	00:07:22	$ 1,000.00	$ 0.00
Rescue & Emergency Medical Service Incidents	307	00:07:28	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	18	00:08:24	$ 0.00	$ 0.00
Service Calls	20	00:08:52	$ 0.00	$ 0.00

Incident Summary by Incident Type

Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
Good Intent Calls	22	00:00:51	$ 0.00	$ 0.00
False Alarm & False Calls	43	00:07:59	$ 0.00	$ 0.00
Special Incident Types	1	00:00:09	$ 0.00	$ 0.00
	1	00:09:20	$ 0.00	$ 0.00
Total for Station: ST3	**426**	**00:07:16**	**$ 405,000.00**	**$ 116,086,603.00**
Total for Shift: A	**1,006.00**	**00:06:34**	**$ 642,560.00**	**$ 118,396,103.00**
Shift: B				
Station: MA				
Fires	2	00:04:58	$ 0.00	$ 0.00
Rescue & Emergency Medical Service Incidents	22	00:07:59	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	2	00:53:13	$ 0.00	$ 0.00
Good Intent Calls	8	00:00:00	$ 0.00	$ 0.00
Special Incident Types	1	00:00:01	$ 0.00	$ 0.00
Total for Station: MA	**35**	**00:08:20**	**$ 0.00**	**$ 0.00**
Station: ST1				
Fires	8	00:07:41	$ 102,500.00	$ 978,000.00
Rescue & Emergency Medical Service Incidents	226	00:05:42	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	20	00:06:14	$ 500.00	$ 700,000.00
Service Calls	26	00:05:53	$ 0.00	$ 0.00
Good Intent Calls	11	00:00:51	$ 0.00	$ 0.00
False Alarm & False Calls	24	00:05:23	$ 0.00	$ 0.00
Special Incident Types	6	00:00:48	$ 0.00	$ 0.00
Total for Station: ST1	**321**	**00:05:31**	**$ 103,000.00**	**$ 1,678,000.00**
Station: ST2				
Fires	3	00:07:43	$ 520,000.00	$ 25,366,027.00
Rescue & Emergency Medical Service Incidents	164	00:06:13	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	9	00:05:47	$ 0.00	$ 0.00
Service Calls	20	00:05:38	$ 0.00	$ 0.00
Good Intent Calls	16	00:00:44	$ 0.00	$ 0.00
False Alarm & False Calls	15	00:06:08	$ 0.00	$ 0.00
Special Incident Types	1	00:00:01	$ 0.00	$ 0.00
Total for Station: ST2	**228**	**00:05:45**	**$ 520,000.00**	**$ 25,366,027.00**
Station: ST3				
Fires	11	00:06:16	$ 169,410.00	$ 4,880,410.00
Overpressure Rupture, Explosion, Overheat - no fire	1	00:07:46	$ 0.00	$ 0.00
Rescue & Emergency Medical Service Incidents	291	00:07:19	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	17	00:06:19	$ 0.00	$ 0.00
Service Calls	27	00:07:29	$ 0.00	$ 0.00
Good Intent Calls	42	00:03:02	$ 0.00	$ 0.00
False Alarm & False Calls	38	00:07:16	$ 0.00	$ 0.00
Special Incident Types	2	00:00:01	$ 0.00	$ 0.00
Total for Station: ST3	**429**	**00:06:48**	**$ 169,410.00**	**$ 4,880,410.00**
Total for Shift: B	**1,013.00**	**00:06:13**	**$ 792,410.00**	**$ 31,924,437.00**
Shift: C				
Station: MA				
Fires	1	00:07:21	$ 0.00	$ 0.00
Rescue & Emergency Medical Service Incidents	22	00:09:51	$ 0.00	$ 0.00

Incident Summary by Incident Type

Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
Hazardous Conditions (No fire)	1	00:06:06	$ 0.00	$ 0.00
Service Calls	2	00:11:58	$ 0.00	$ 0.00
Good Intent Calls	6	00:01:03	$ 0.00	$ 0.00
False Alarm & False Calls	2	00:09:28	$ 0.00	$ 0.00
Total for Station: MA	**34**	**00:08:13**	**$ 0.00**	**$ 0.00**
Station: ST1				
Fires	9	00:05:04	$ 5,100.00	$ 1,454,850.00
Rescue & Emergency Medical Service Incidents	242	00:05:29	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	16	00:05:27	$ 12,000.00	$ 400,000.00
Service Calls	19	00:04:31	$ 0.00	$ 0.00
Good Intent Calls	20	00:02:11	$ 0.00	$ 0.00
False Alarm & False Calls	22	00:06:25	$ 0.00	$ 0.00
Total for Station: ST1	**328**	**00:05:16**	**$ 17,100.00**	**$ 1,854,850.00**
Station: ST2				
Fires	2	00:07:02	$ 200.00	$ 200.00
Rescue & Emergency Medical Service Incidents	156	00:06:15	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	4	00:05:47	$ 0.00	$ 0.00
Service Calls	10	00:06:30	$ 0.00	$ 0.00
Good Intent Calls	15	00:00:44	$ 0.00	$ 0.00
False Alarm & False Calls	12	00:08:03	$ 0.00	$ 0.00
Special Incident Types	1	00:05:18	$ 0.00	$ 0.00
Total for Station: ST2	**200**	**00:05:57**	**$ 200.00**	**$ 200.00**
Station: ST3				
Fires	7	00:06:33	$ 60,400.00	$ 91,900.00
Overpressure Rupture, Explosion, Overheat - no fire	2	00:06:12	$ 0.00	$ 0.00
Rescue & Emergency Medical Service Incidents	246	00:07:04	$ 0.00	$ 0.00
Hazardous Conditions (No fire)	12	00:10:00	$ 0.00	$ 0.00
Service Calls	35	00:09:02	$ 0.00	$ 0.00
Good Intent Calls	29	00:03:49	$ 0.00	$ 0.00
False Alarm & False Calls	38	00:07:05	$ 0.00	$ 0.00
Special Incident Types	4	00:01:48	$ 0.00	$ 0.00
Total for Station: ST3	**373**	**00:07:02**	**$ 60,400.00**	**$ 91,900.00**
Total for Shift: C	**935.00**	**00:06:14**	**$ 77,700.00**	**$ 1,946,950.00**
Shift: D				
Station: MA				
Rescue & Emergency Medical Service Incidents	1	00:06:15	$ 0.00	$ 0.00
Total for Station: MA	**1**	**00:06:15**	**$ 0.00**	**$ 0.00**
Station: ST1				
Good Intent Calls	1	00:00:00	$ 0.00	$ 0.00
Special Incident Types	1	00:00:01	$ 0.00	$ 0.00
Total for Station: ST1	**2**	**00:00:01**	**$ 0.00**	**$ 0.00**
Total for Shift: D	**3.00**	**00:02:05**	**$ 0.00**	**$ 0.00**
Shift: E				
Station: ST1				
Good Intent Calls	1	00:00:00	$ 0.00	$ 0.00

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Incident Summary by Incident Type

Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
Total for Station: ST1	1	00:00:00	$ 0.00	$ 0.00
Total for Shift: E	1.00	00:00:00	$ 0.00	$ 0.00
Total	2,965.00	210:33:01	$ 1,512,670.00	$ 152,267,490.00

Inspection Volume

1/7/2019 3:38:12 PM

Filters:

- Inspection Source: **Internal Department Only**
- Start Date: **1/1/2018 12:00:00 AM**
- End Date:**12/31/2018 11:59:59 PM**
- Inspector:**-all-**
- Occupancy Type:**-all-**
- IFC Occupant Class:**-all-**
- Occupancy Number:**-all-**
- Zip Code:**-all-**
- Address:**-all-**
- Street Name: **-all-**
- Inspection Type: **-all Fire Safety types-**
- Section Number: **-all-**

Volume by Inspector

Conroy, William	**# of Inspections[1]**	**Violations Cited**	**Occupant Sq. Ft.**
Annual [FS]	95		497,889
Semi-Annual (twice a year) [FS]	86		263,386
2-Year [FS]	80		657,549
3-Year [FS]	178		1,291,587
ARC Sign Review [FS]	1		2,850
Certificate of Occupancy [FS]	1		0
Final - Occupancy [FS]	16		44,850
Fire Alarm Test [FS]	15		175,160
Freedom of Information [FS]	19		158,156
Hydromatic Test [FS]	12		218,580
Plan Review [FS]	28		642,000
Puff Test [FS]	1		0
Re-inspect [FS]	100		612,524
Annual (18)			
2-Year (26)			
3-Year (50)			
Final - Occupancy (1)			
Reoccupancy (7)			
Total 102[3]			
Reoccupancy [FS]	24		80,021
Site Plan [FS]	27		110,054
Special Event [FS]	2		230,580
Suppression System [FS]	8		108,500
Underground Flush [FS]	1		50,000
Total	**694**	**222**	**5,143,686**

Phillips, Daniel	**# of Inspections[1]**	**Violations Cited**	**Occupant Sq. Ft.**
3-Year [FS]	1		0
Freedom of Information [FS]	6		140,000
Plan Review [FS]	1		0
Re-inspect [FS]	3		0
Annual (1)			
3-Year (2)			
Total 3[3]			
Site Plan [FS]	7		60,000
Total	**18**	**5**	**200,000**

Test, Trademaster	**# of Inspections[1]**	**Violations Cited**	**Occupant Sq. Ft.**
Re-inspect [FS]	1		0

Annual (1)				
Total 1[3]				
Total	**1**	**0**		**0**

Totals

	# of Inspections[1]	Violations Cited	Violations Cleared[2]	Violations Remaining	Occupant Sq. Ft.
Annual[FS]	95				497,889
Semi-Annual (twice a year) [FS]	86				263,386
2-Year[FS]	80				657,549
3-Year[FS]	179				1,291,587
ARC Sign Review[FS]	1				2,850
Certificate of Occupancy[FS]	1				0
Final - Occupancy[FS]	16				44,850
Fire Alarm Test[FS]	15				175,160
Freedom of Information[FS]	25				298,156
Hydromatic Test[FS]	12				218,580
Plan Review[FS]	29				642,000
Puff Test[FS]	1				0
Re-inspect[FS]	104				612,524
Reoccupancy[FS]	24				80,021
Site Plan[FS]	34				170,054
Special Event[FS]	2				230,580
Suppression System[FS]	8				108,500
Underground Flush[FS]	1				50,000
Total[5]	**713**	**227**	**181**	**46**	**5,343,686**

[1]This is actually a count for the inspection type. A single inspection with two types will total as two not one

[2]Cleared violations from re-inspections outside the date range ARE included if initial inspection falls within date range

[3]One re-inspection can encompass multiple inspection types - this is why the re-inspection type-specific total is frequently greater than the # of inspections.

[FS]Fire Safety Inspection.

[5]Filtering out portal inspections can cause violations cited to be less than violations cleared (violation cited count comes from both department and portal inspections, while violations cleared only come from department inspections)

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Completions - Aggregated 2018

Type: Completions - Aggregated

Run Date: Feb 28, 2019 1:15 PM

Shared with: Not Shared

Filters: User Status: Active/Offline
Completion Date Range: From 01/01/2018 To 12/31/2018
Type: All Assignments

First Name	Last Name	Employee ID	Completions	Duration (hours)
Mark	Bonadeo	282	111	163.9
Peter	Bukis	404	84	365
Patrick	Conely	709	84	161
William	Conroy	285	2	3.25
Ean	Culver	253	96	245.5
David	Fox	289	68	150.5
Nolan	Gilo	630	0	0
Scott	Gross	287	70	144.75
Adam	Guinn	286	120	246.5
Christopher	Haller	60273	79	141.5
Nick	Hansen	300	177	284.9
James	Harrell	290	83	173.5
Richard	Inman	20193	0	0
Nancy	Jowsey	47	3	2.25
Andrew	Loudon	283	158	366.5
Christopher	Mack	169	84	207
Jeffrey	Mallari	408	87	179
Gregory	Mangan	411	73	129.5

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First Name	Last Name	Employee ID	Completions	Duration (hours)
Daniel	Phillips	193	61	93.5
Doug	Pickert	269	68	184.5
Jeffrey	Randall	407	77	222.5
Randy	Rosselle	1235678	0	0
Christopher	Smith	264	79	339
Dennis	Suiter	298	163	278.75
Joseph	Tacoma	005614	0	0
Bruce	Van Gemert	631	0	0
Guy	Villet	412	93	239.75

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

CONSENT AGENDA

ITEM D.2
Planning Department Monthly Report
February, 2019

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MCKENNA

Memorandum

TO: Board of Trustees; and
Planning Commission;
Plymouth Township, MI

FROM: Laura E. Haw, AICP, NCI Principal Planner
Jennifer Neal, Assistant Planner

SUBJECT: Planning and Zoning Services Monthly Report – February, 2019

DATE: March 12, 2019

PLANNING AND ZONING

McKenna provides day-to-day assistance to the Township, applicants, and public regarding zoning, planning and economic development matters, including on-site office hours every morning and on an as-needed basis. The following is McKenna's monthly report to the Township, which covers Planning and Zoning activities and services:

Zoning and Planning Activity

As part of our services to the Township, McKenna reviews Planning Commission applications and plans and provides recommendations on long range planning, land use, zoning and design. There are also a number of administrative site plans / projects that McKenna reviews and administers. The following is a summary of current and ongoing site plans, special land uses, rezonings, text amendments and land reconfigurations.

Planning and Zoning Activity

PROJECT	CURRENT STATUS (status updates for the month are shown in underlined text)
#2138 49600 Ann Arbor Rd. *Andover Forest*	Final stamping process initiated in 2015. Insufficient documentation provided to close file. The Planning Department continues to receive inquiries on the site as it was cleared. Applicant has submitted revised legal documentation (based on the modifications required by Township Attorney Kevin Bennett) which is presently under review. Once finalized, final recorded documents must be submitted and the applicant can initiate the revised final stamping process.
#2232 39600 Ann Arbor Rd. *Dunkin Donuts*	Final site plan approval (building expansion) granted by the Planning Commission, December 2017. Permits from Wayne County, subject to the conditions of final engineering approval, and the revised parking agreement are to be finalized. Once complete, applicant to submit for final stamping process.
#2245 15257 Beck Rd. *Plymouth Plaza*	Final site plan approval (two-building, multi-tenant commercial plaza) granted by the Planning Commission in August, 2017. Seven (7) administrative reviews have since been conducted due to remaining outstanding conditions of Commission approval. Revised, final site plan review is required as the next step; the plan has experienced significant adjustments since the previous final site plan was approved by the Commission. Resubmittal by applicant has yet to be made for revised final site plans; formal review by Planning Commission is required.

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Planning and Zoning Activity

PROJECT	CURRENT STATUS (status updates for the month are shown in underlined text)
#2248 49200 Halyard Dr. *Adient*	Revised, final site plan approval (building expansion and site improvements) granted by the Planning Commission in May, 2018. Final permits and subject to the conditions of final engineering approval. Once complete, applicant to submit for final stamping process.
#2271 39550 Ann Arbor Rd. *Quick Pass Car Wash*	Planning Commission reviewed and granted revised, final site plan approval, with conditions, at the February 20, 2019 meeting. Final permits and subject to the conditions of final engineering approval. Once complete, applicant to submit for final stamping process.
#2272 45980 Ann Arbor Rd. *The Woods*	Final stamping in progress, pending Township receipt of recording legal documents.
#2274 15075 Beck Rd. *Beck Hotel PUD*	Tentative site plan approval (mixed-use site with hotel and restaurants) granted by the Planning Commission, April 2018. Revisions to the final site plan were submitted and reviewed in March, April, June, August and November of 2018 and February of 2019. Final submission by the applicant for consideration and review by the Board of Trustees remains outstanding. Land combination outstanding (see #2282).
#2278 47373 Five Mile Rd. *Shell Plaza*	File closed on 02.15.19, no resubmission received by Township.
#2282 15075 Beck Rd. *Land Combination*	Initial Township review, application deemed incomplete in May, 2018. Applicant to submit outstanding documentation for Township review. Must be completed prior to Board of Trustees consideration for the PUD.
#2296 12731 Beck Rd. *Verona Park*	Township Attorney review of all legal documents finalized. Approval of the final development plan and all associated legal documents at the regular meeting of the Board of Trustees on February 26, 2019. Applicant to submit for final stamping process.
#2300 46333 Five Mile Road *Progressive Insurance*	Minor Administrative Site Plan request for additional parking at Progressive, as approved per the 1980's plan as banked parking. Pending Wayne County authorization. New materials or an extension request must be submitted by 07.27.19. With no change in application, the file will be closed on 07.27.19.
#2303 41100 Plymouth Rd. *Burroughs*	Administrative Site Plan (major) improvements for lighting, landscaping and pedestrian safety. Phase 1 (lighting) approved. Additional documentation submitted for the Phase 2 parking lot, reviews in progress.
#2305 14540 Jib St. *Diamond Tool*	Proposed Administrative Site Plan (major) for a building addition, with site plan improvements. Applicant to submit additional documentation (ex: landscaping plan), prior to Planning Commission consideration. Pending resubmission by applicant.

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Planning and Zoning Activity

PROJECT	CURRENT STATUS (status updates for the month are shown in underlined text)
#2306 41661 Plymouth Rd. *Hillside Residences*	Applicant submitted revised site plans (PUD) for November 14, 2018 Planning Commission; tentative site plan issued for 88 residential units. Revised development plan recommended to the Board of Trustees at the January 16, 2019 meeting of the Planning Commission. Pending Township Attorney review, Wayne County permits, and engineering review and all outstanding items prior to further consideration.
#2312 *Ponds at Andover*	Application for seven (7) single-family detached units on 11 acres submitted to Township. Tentative site plan (CHO) review by the Planning Commission scheduled for a future meeting date once revised plans are submitted by the applicant.
#2313 *Ridge Road Business Park*	Application for a new Business Park. Tentative site plan approval granted by the Planning Commission at their December 12, 2018 meeting. Applicant to submit for final site plan at a future date.
#2314 *15100 Fogg St.*	Application for new industrial building. Tentative site plan approval granted by the Planning Commission at their December 12, 2018 meeting. Applicant to submit for final site plan at a future date.
#2316 *Cluster Housing Text Amendment*	Text amendment to Article 22: Single Family Cluster Housing. Board of Trustees recommended further review, discussion and research prior to further consideration. Any changes to be discussed at a future public meeting of the Planning Commission.
#2317 *Powell Rd. - Vacant*	Cluster Housing Option request for parcel #: R-78-046-99-0002-72. Public hearing noticed for the January 16, 2019 Planning Commission meeting; Planning Commission postponed the agenda item for 12 months.
#2318 *939 S. Mill St.*	Special land use request for a temporary, modular office trailer at the existing industrial facilities for 939 S. Main Street. Approval, with conditions, granted by the Planning Commission at their January 19, 2019 meeting. Applicant to submit for the final stamping process.
#2320 *Innotech Business Park*	Tentative site plan approval, with conditions, granted by the Planning Commission for the Innotech Business Park at the February 20, 2019 meeting for infrastructure and utilities only. Applicant to submit for final site plan consideration at a future date.
#2321 *Brownfield Redevelopment Plan*	Brownfield Redevelopment Plan for the former Kmart property submitted for consideration by the Township's Brownfield Redevelopment Authority at their February 11, 2019 meeting. Recommendation by resolution to the Board of Trustees for future consideration granted. Applicant to submit additional documents to the Board for consideration.
#2323 41185 Wilcox Rd.	Class A, non-conforming designation requested for a single family residence in the R-2-A Multiple Family Residential district. Public hearing and consideration by the Planning Commission scheduled for February 20, 2019; Class A, non-conforming designation granted. Applicant to submit for final stamp.
#2324 *Text Amendment: Article XI*	Text amendment consideration to Article 6, as related to fence standards only. At the February 20, 2019 meeting of the Planning Commission, a recommendation to the Board of Trustees for further consideration was made.

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FINANCIAL ACTIVITY

The following table details payments received by applicants as determined by the adopted 2017 Planning and Zoning Fee Schedule and for payment in-lieu received regarding planning / zoning projects:

Planning and Zoning Fees Received	Current	2019 YTD
Applications *(February only)*	**$5,100.00**	**$16,050.00**
#2325: Site Plan #1	$1,600.00	-
#2326: Administrative (major)	$2,500.00	-
#2327: Land Division	$400.00	-
#2328: Class A, Non-Conforming Designation	$600.00	-

CHALLENGES

- Application form needs revisions and application process packets remain outstanding.
- Many questions on ARC, Ann Arbor Road Corridor sign requirements, not digestible for the public.
- Repeat ZBA variances granted, especially related to fence standards.
- Resident concerns regarding sidewalks in the older subdivisions such as Green Meadows.

RECOMMENDATIONS AND NEXT MONTH OUTLOOK

- Consideration of the C-2, General Commercial, Zoning Ordinance text amendment to permit outdoor dining as a permitted use (currently requires special land use approval) with additional use standards.
- Schedule joint Planning Commission / Board of Trustees / Zoning Board of Appeals meeting for 2019.
- Review and suggest information and materials to be posted to the Township's website for public benefit and increased awareness of planning and zoning processes / projects.

If you have any questions on the above planning, zoning and design projects or would like additional information, please contact Laura Haw at Lhaw@mcka.com. Thank you !

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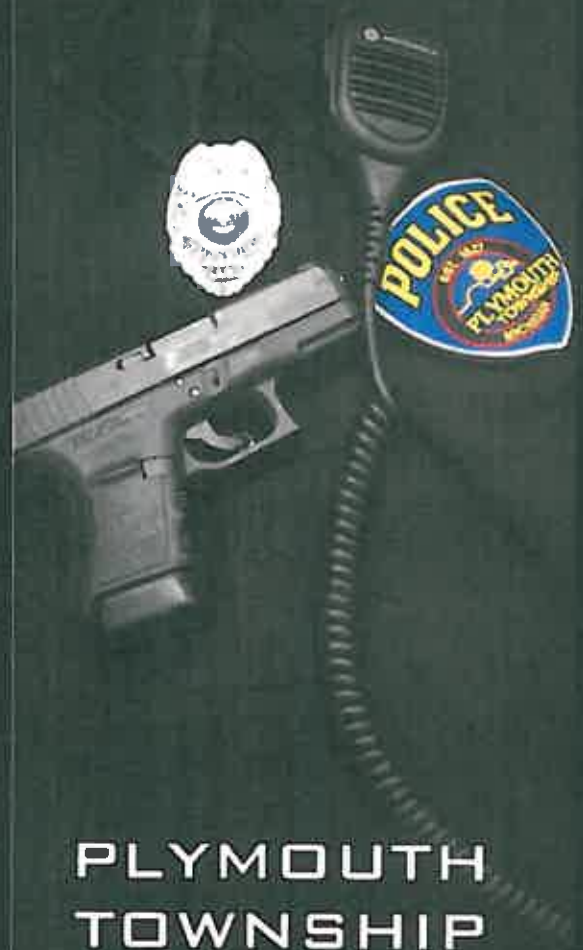
CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

CONSENT AGENDA

ITEM D.2
Police Department Monthly Report
February, 2019

79



PLYMOUTH
TOWNSHIP
POLICE

WWW.PLYMOUTHTWP.ORG

2019 MONTHLY REPORTS

FEBRUARY

80

PART-ONE CRIMES

January 1, 2019 through December 31, 2019

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Murder	0	0											
CSC	0	0											
Robbery	0	0											
Aggravated Assault	0	3											
Burglary	2	1											
Larceny	18	9											
Auto Theft	1	2											
Arson	0	0											
Retail Fraud	1	2											
Total	**22**	**17**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

CALLS FOR SERVICE

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Part A Crimes	39	38											
All Other Crimes	101	90											
Total	**140**	**128**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

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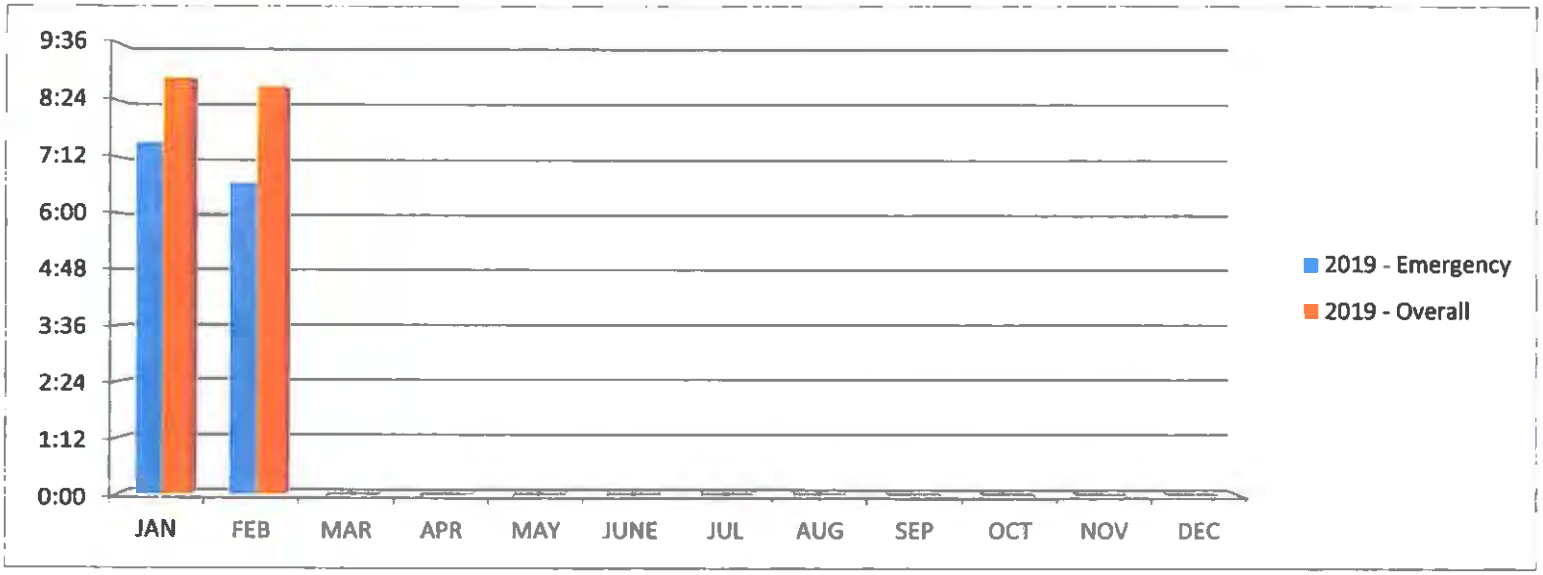
RESPONSE TIME

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC
2019 - Emergency	7:30	6:39	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00
2019 - Overall	8:53	8:42	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00



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DISPATCH CENTER

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD
# of 911 Calls	1,266	0	0	0	0	0	0	0	0	0	0	0	**1,266**
# of Non-Emergency Calls	2,602	2,381	0	0	0	0	0	0	0	0	0	0	**4,983**
Total													

POLICE AND FIRE RESPONSE

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD
City Police	1,497	1,322	0	0	0	0	0	0	0	0	0	0	**2,819**
Township Police	1,255	1,025	0	0	0	0	0	0	0	0	0	0	**2,280**
Township Fire	282	240	0	0	0	0	0	0	0	0	0	0	**522**
City Fire	108	86	0	0	0	0	0	0	0	0	0	0	**194**
Total	**3,142**	**2,673**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5,815**

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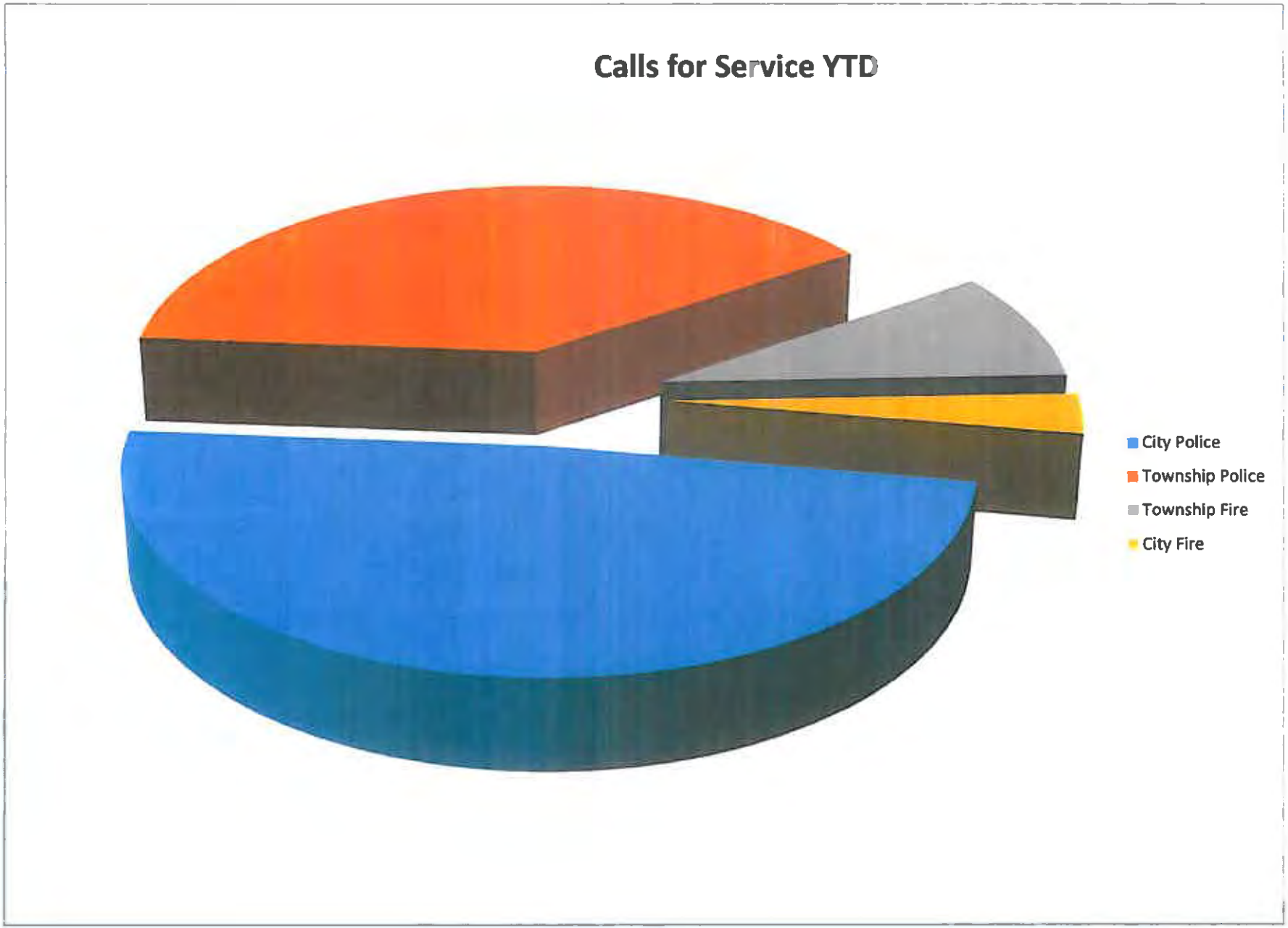
Calls for Service YTD
City Police
Township Police
Township Fire
City Fire

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TRAFFIC ACCIDENT SUMMARY

JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Fatal	0	0	0	0	0	0	0	0	0	0	0	0	0
Personal Injury	14	5	0	0	0	0	0	0	0	0	0	0	19
Property Damage	92	63	0	0	0	0	0	0	0	0	0	0	155
Private Property	13	19	0	0	0	0	0	0	0	0	0	0	32
Hit and Run	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	**119**	**87**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**206**

JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Fatal	0	0	0	0	0	0	0	0	0	0	0	0	0
Personal Injury	12	9	7	13	3	8	14	7	9	9	15	14	120
Property Damage	68	44	49	34	47	61	40	47	49	43	63	85	630
Private Property	13	11	13	10	16	22	15	20	8	14	12	6	160
Hit and Run	0	0	0	0	0	1	0	0	0	0	0	0	1
Total	**93**	**64**	**69**	**57**	**66**	**92**	**69**	**74**	**66**	**66**	**90**	**105**	**911**

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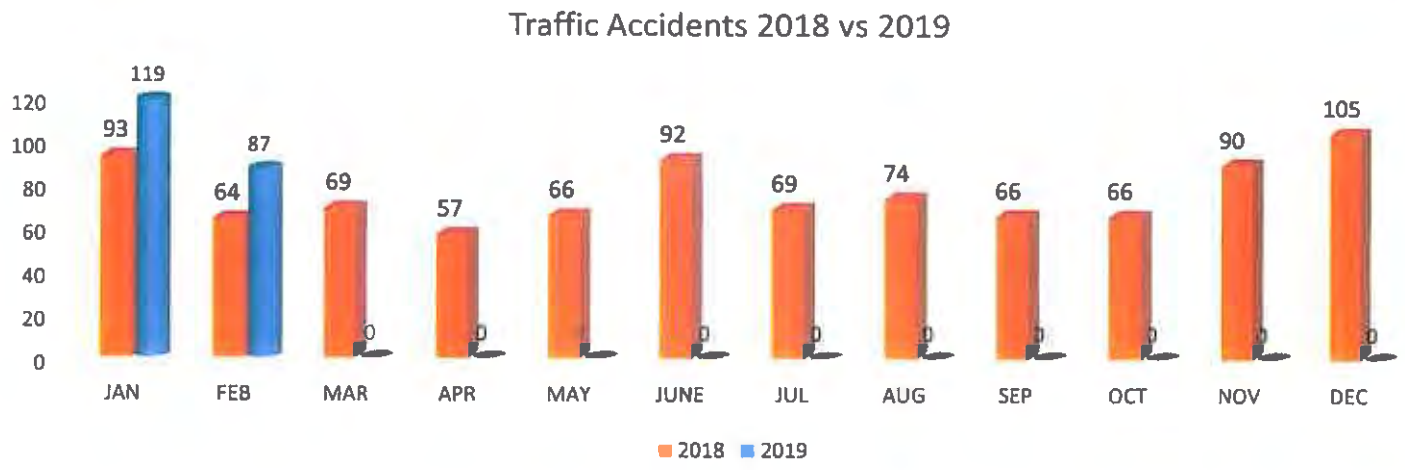
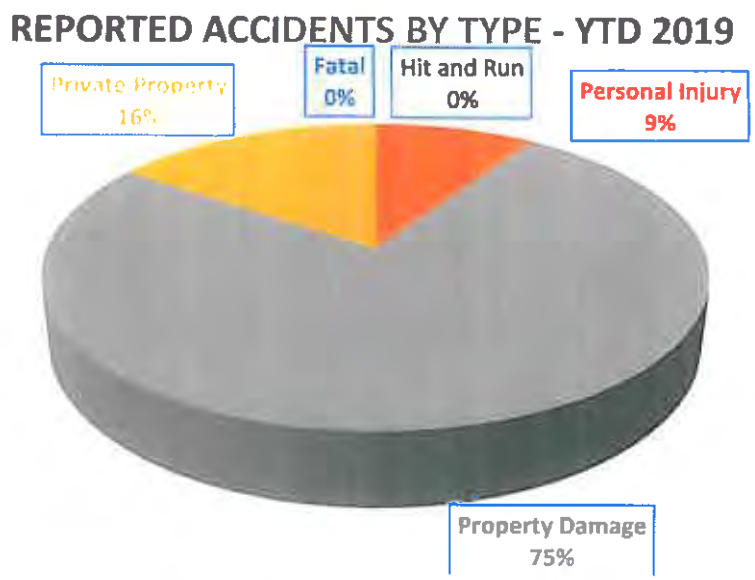

Traffic Accidents 2018 vs 2019
120
100
80
60
40
20
0
93
119
64
87
69
0
57
0
66
0
92
0
69
0
74
0
66
0
66
0
90
0
105
0
JAN
FEB
MAR
APR
MAY
JUNE
JUL
AUG
SEP
OCT
NOV
DEC
2018
2019


REPORTED ACCIDENTS BY TYPE - YTD 2019
Private Property 16%
Fatal 0%
Hit and Run 0%
Personal Injury 9%
Property Damage 75%

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TRAFFIC VIOLATION SUMMARY

January 1, 2019 through December 31, 2019

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
OWI	5	1	0	0	0	0	0	0	0	0	0	0	6
Speed	41	40	0	0	0	0	0	0	0	0	0	0	81
Commercial	8	0	0	0	0	0	0	0	0	0	0	0	8
Traffic Stops	509	384	0	0	0	0	0	0	0	0	0	0	893

Number of Arrests

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Felony	14	5	0	0	0	0	0	0	0	0	0	0	19
Misdemenor	65	42	0	0	0	0	0	0	0	0	0	0	107
Citations	262	192	0	0	0	0	0	0	0	0	0	0	454
Total	**341**	**239**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**580**

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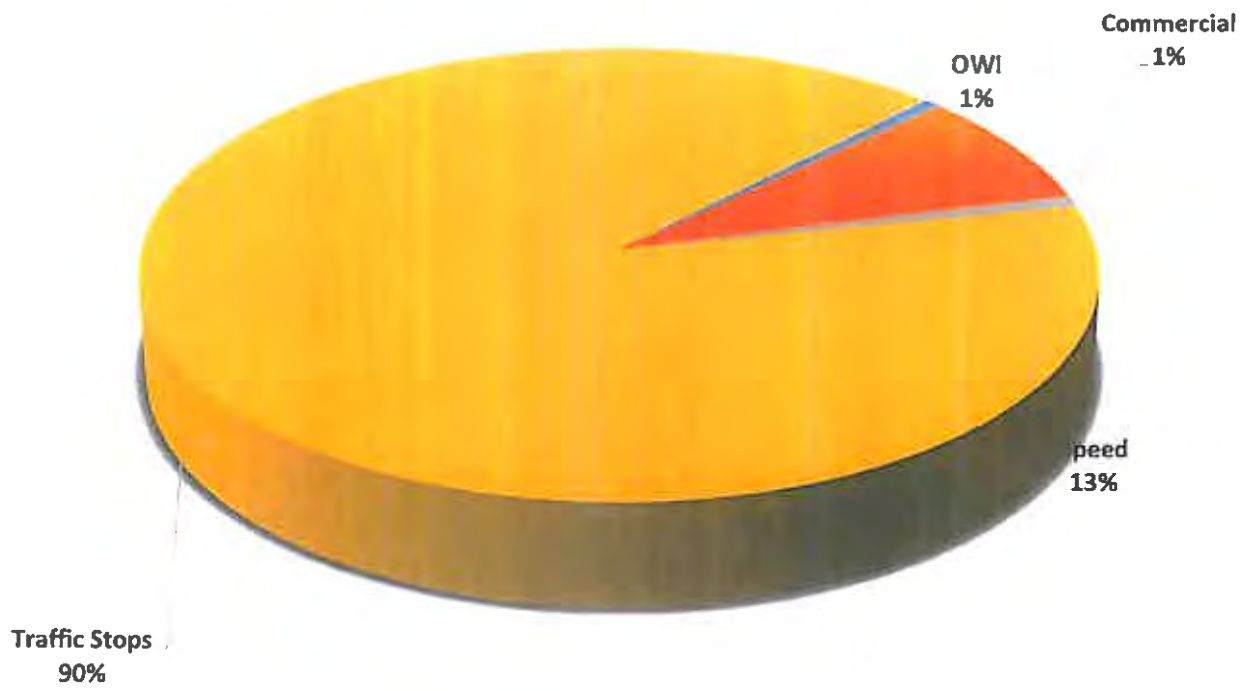
Traffic Violations Issued by Type
Year to Date 2019



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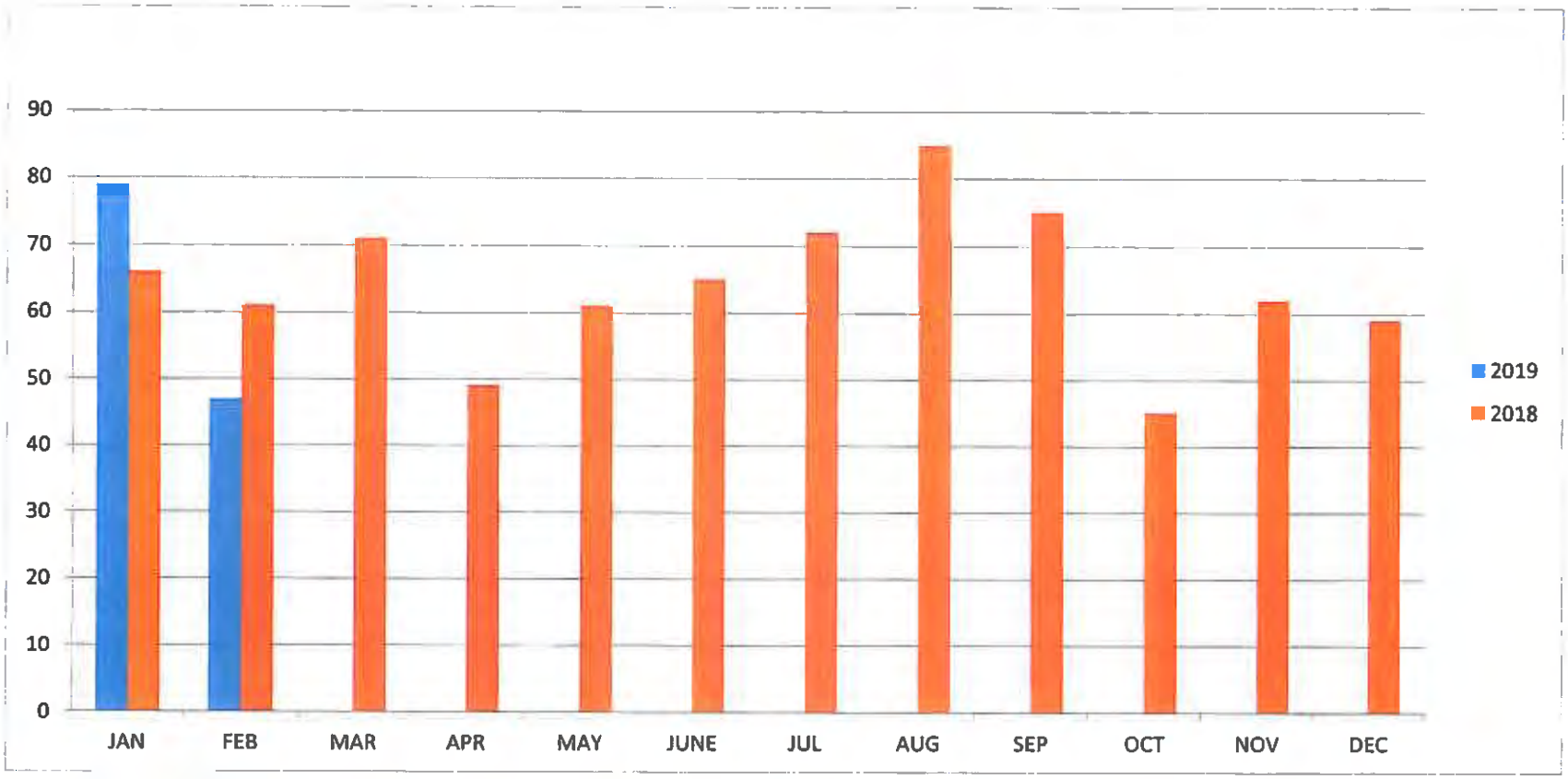
NUMBER OF ARRESTS

	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
2019	79	47	0	0	0	0	0	0	0	0	0	0	**126**
2018	66	61	71	49	61	65	72	85	75	45	62	59	**771**



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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

CONSENT AGENDA

ITEM D.2
Clerk's Office FOIA Monthly Report
February, 2019

90

FOIA Monthly Report

Run Date: 03/01/2019 8:02 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
2/1/2019	CBRE	Mr. Joe Sullivan	Building|Environmental|Other|	
2/1/2019	NV5	Research Assistant Kaitlynn Sweeney	Building|Fire Report|Planning|Zoning|Other|	
2/1/2019	NV5	Research Assistant Kaitlynn Sweeney	Zoning|	
2/1/2019	The Corriveau Law Firm	Richard J. Corriveau Law, P.C. Richard Corriveau	Human Resources|	
2/1/2019	Axiom Requisition Copy Service	Axiom Requisition Copy Service	EMS Report|	
2/1/2019	PRS, Inc.	Angie Vance	Fire Report|	
2/4/2019	Lawrence D. Kol, P.C.	Lawrence Kohl	EMS Report|	
2/5/2019		Raymond Hollingsworth	Fire Report|	
2/5/2019	Partner Engineering and Science	Gage Perzyk	Environmental|	
2/5/2019	The Health Law Partners	Clinton Mikel	Contract|Human Resources|Planning|Zoning|Other|	
2/6/2019		Mary Gagnon	Fire Report|	
2/12/2019		Christian Merasco	Other|	
2/11/2019		Mary Gagnon	Fire Report|	
2/11/2019	Lawrence D Kohl PC	Larry Kohl	EMS Report|	
2/13/2019	Consumers Energy	Aaron Tucker	Fire Report|Other|	
2/19/2019		Tim Raha	Fire Report|	
2/19/2019		Mr. Tom Spiker	Other|	
2/19/2019		Danielle Iott	Environmental|	
2/21/2019	Howard Zoning Associates	Zoning Analyst Brigit Axton	Building|Fire Report|Meeting Minutes|Outstanding Liens/Assessments|Planning|Resolutions|Zoning|Other|	
2/22/2019	CBRE	Shane Ferrell	Building|	
2/26/2019	SME	Staff Engineer Alicia Homeszyn	Assessing Records|Building|Environmental|Fire Report|	
2/26/2019	Darcy Environmental Consultants LLC	Environmental Consultants Bob Hu	Assessing Records|Building|Environmental|Fire Report|	

Total Requests: 22 **Total Dollars: 0**

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

CONSENT AGENDA

ITEM D.2
Police Department FOIA Monthly Report
February, 2019

92

PD FOIA Monthly Report

Run Date: 03/01/2019 8:02 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
2/4/2019	Hands Across the Water	Kelly Kundrat	Police Records|	0.00
2/4/2019	Dunkin Donuts	Ryan Haddad	Police Records|	0.00
2/4/2019		Sonya Thomas	Police Records|	0.00
2/4/2019		Janine Robitallle	Police Records|	0.00
2/5/2019		Kimala Ferrise	Police Records|	
2/6/2019	Angela Hospice	Director of Social Work Michael Conway	Police Records|	0.00
2/6/2019	The News Herald	Colin Maloney	Police Records|	5.43
2/6/2019	Reed Law Group, P.C.	Legal Assistant Kerry Williams	Police Records|	6.98
2/7/2019	Reed Law Group, P.C.	Legal Assistant Kerry Williams	Police Records|	5.68
2/8/2019		Andrea Williams	Police Records|	0.00
2/11/2019	Angela Hospice	Director of Social Work Michael Conway	Police Records|	0.00
2/11/2019		Madisyn Bradow	Police Records|	0.00
2/12/2019		Angela Dawn	Police Records|	11.38
2/12/2019	LexisNexis	LexisNexis	Police Records|	0.00
2/13/2019		Derek Pych	Police Records|	4.00
2/14/2019	Ethos Risk Services	Ms. Adriana Garcia	Police Records|	0.00
2/15/2019		Melonie Bindschatel	Police Records|	0.00
2/19/2019	Associated Newspapers of MI	Don Howard	Police Records|	0.00
2/20/2019		Lisa Kreza-Bristow	Police Records|	1.70
2/21/2019		Christopher Chaperon	Police Records|	0.00
2/21/2019	Aldrich Legal Services	Brad Aldrich	Police Records|	9.03
2/22/2019		Gerald Sitko	Police Records|	0.00
2/22/2019		Ms Sarah Schrader	Police Records|	0.00
2/23/2019	Law Offices of Steven M Vitale	Principal Attorney Steven Vitale	Police Records|	6.92
2/28/2019	LexisNexis	LexisNexis	Police Records|	0.00
2/28/2019		David Seageren	Police Records|	0.00
2/28/2019		Richard Oren	Police Records|	0.00
2/28/2019		Christopher Chaperon	Police Records|	2.10
2/28/2019		Amber McGartland	Police Records|	0.00
2/28/2019	Johnson, Rosati, Schultz & Joppich, PC	Margaret Debler	Police Records|	0.00
2/28/2019	Jackson Lewis Law	Diane Kuzma	Police Records|	0.00
Total Requests: 31				**Total Dollars: 53.22**

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

CONSENT AGENDA

ITEM D.3
Approval of Township Bills
Reviewed by Trustee Heitman

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BOARD DATE 3/26/2019

FUND NAME	FUND NUMBER	TOTAL INC PAYROLL	PAYROLL & INVOICES PAID PRIOR TO MEETING	INVOICES PAID AFTER BOARD REVIEW
GENERAL FUND	101	459,879.64	375,218.41	84,661.23
SWD	226	105,184.98	2,512.71	102,672.27
IMPROV. REV.	246	-	-	
DRUG FORFEITURE	265		-	
DRUG FORFEITURE	266		-	
DRUG FORFEITURE	267	-	-	
GOLF COURSE FUND	510	2,276.32	2,276.32	
SENIOR TRANSPORATION	588	3,566.18	3,553.34	12.84
WATER & SEWER	592	218,104.14	207,561.24	10,542.90
TRUST& AGENCY	701	135,401.50	135,401.50	
POLICE BOND FUND	702	7,554.00	7,554.00	
TAX POOL	703	-	-	
SPECIAL ASSESS CAPITAL	805	38.01	38.01	
	TOTAL	932,004.77	734,115.53	197,889.24

GRAND TOTAL 932,004.77

Charter Township of Plymouth
AP Invoice Listing - Board Report

95

VENDOR INFORMATION		INVOICE INFORMATION		
ADVANCED DISPOSAL			**Invoice Amount:**	**$563.00**
TWP FACILITIES - MAR 2019 FEES			**Check Date:**	**03/26/2019**
	101-691-931.000	*TWP PARK TRASH_ON CALL*		*125.00*
	101-336-776.000	*FIRE STN 3 TRASH*		*25.00*
	101-691-931.000	*LK PNT SOCCER PARK TRASH_ON CALL*		*125.00*
	101-265-776.000	*TWP HALL TRASH/RECYCLE*		*170.00*
	592-172-776.000	*DPW TRASH*		*68.00*
	101-336-776.000	*FIRE STN 2 TRASH*		*25.00*
	101-265-815.000	*FRIENDSHIP STATION TRASH*		*25.00*
ALLIE BROTHERS UNIFORMS			**Invoice Amount:**	**$329.93**
Uniform Equip/Fritz Inv. 74901 2/28/19			**Check Date:**	**03/26/2019**
	101-305-758.000	*Uniform L/S Shirt*		*49.99*
	101-305-758.000	*Uniform Pants*		*59.99*
	101-305-758.000	*Uniform Boots*		*219.95*
ALLIE BROTHERS UNIFORMS			**Invoice Amount:**	**$407.94**
Uniform Equip/Krebs Inv. 74894 2/28/19			**Check Date:**	**03/26/2019**
	101-305-758.000	*Uniform L/S Shirt*		*149.97*
	101-305-758.000	*Uniform Sgt. Chevrons (Set)*		*18.00*
	101-305-758.000	*Uniform Pants w/Braid*		*194.97*
	101-305-758.000	*Uniform Side/Sap Pocket*		*45.00*
ALLIE BROTHERS UNIFORMS			**Invoice Amount:**	**$664.96**
Uniform Equip/Fetter Inv. 74883 2/27/19			**Check Date:**	**03/26/2019**
	101-305-758.000	*Uniform Pants*		*164.97*
	101-305-758.000	*Uniform Side/Sap Pocket*		*90.00*
	101-305-758.000	*Uniform Traffic Vest*		*59.99*
	101-305-758.000	*Uniform Boots*		*350.00*
ALLIE BROTHERS UNIFORMS			**Invoice Amount:**	**$893.94**
UNIFORM			**Check Date:**	**03/26/2019**
	101-371-758.000	*INVOICE 74944*		*893.94*
ALPHAGRAPHICS #336			**Invoice Amount:**	**$89.80**
Pocket reference guide			**Check Date:**	**03/26/2019**
	101-336-727.000	*PTFD pocket ref guide*		*89.80*
APOLLO FIRE EQUIPMENT			**Invoice Amount:**	**$26.00**
gloves and boots for R. Tacoma			**Check Date:**	**03/26/2019**
	101-336-758.100	*Lg Extr Gloves*		*26.00*
APOLLO FIRE EQUIPMENT			**Invoice Amount:**	**$34.40**
XL GLOVES #2163			**Check Date:**	**03/26/2019**
	101-336-758.100	*#2163 XL GLOVES*		*26.00*
	101-336-758.100	*UPS*		*8.40*
APOLLO FIRE EQUIPMENT			**Invoice Amount:**	**$39.40**
handle for playpipe			**Check Date:**	**03/26/2019**
	101-336-851.000	*90020001 Akron handle for playpipe/fr*		*31.00*
	101-336-851.000	*UPS*		*8.40*
APOLLO FIRE EQUIPMENT			**Invoice Amount:**	**$451.65**
gloves and boots for R. Tacoma			**Check Date:**	**03/26/2019**
	101-336-758.100	*Med XGlove-W*		*136.00*
	101-336-758.100	*10.5 M FireDex Boots*		*280.00*
	101-336-758.000	*FREIGHT*		*35.65*

Charter Township of Plymouth
AP Invoice Listing - Board Report

VENDOR INFORMATION		INVOICE INFORMATION		
ASSOCIATED NEWSPAPERS OF MICHIGAN			**Invoice Amount:**	**$55.99**
IDD Consideration for Schoolcraft Business Park			**Check Date:**	**03/26/2019**
	101-215-813.000	*IDD Schoolcraft Bus Pk*		*55.99*
ASSOCIATED NEWSPAPERS OF MICHIGAN			**Invoice Amount:**	**$58.80**
Text Amenment Zoning Ord No 99-One Fam Res			**Check Date:**	**03/26/2019**
	101-801-813.000	*Zoning Ord 99 Text Amend*		*58.80*
BELFOR PROPERTY RESTORATION			**Invoice Amount:**	**$725.00**
Tile Installation - Communications Center Inv. 12			**Check Date:**	**03/26/2019**
	101-325-776.000	*Accoustical Treatments Install Only*		*725.00*
BELLE TIRE			**Invoice Amount:**	**$256.00**
SERVICE TRAILER TIRES			**Check Date:**	**03/26/2019**
	592-291-851.000	*DE TKS49T (PARTS)*		*216.00*
	592-291-851.000	*TRAILERMT (LABOR)*		*40.00*
Billy's Roofing, LLC			**Invoice Amount:**	**$4,388.00**
RE-ROOF PAVILLION #1			**Check Date:**	**03/26/2019**
	101-691-931.000	*46550 AAR PAVILLION #1*		*4,388.00*
BLACKWELL FORD INC.			**Invoice Amount:**	**$266.00**
U3 v belt			**Check Date:**	**03/26/2019**
	101-336-863.000	*U3 V-belt*		*266.00*
The Carpet Workroom, Inc.			**Invoice Amount:**	**$4,967.70**
Carpet for Communications Center Proposal #RI-			**Check Date:**	**03/26/2019**
	101-325-776.000	*Material and Labor for Carpet*		*4,967.70*
CARMACK APPLIANCE & SVC. INC.			**Invoice Amount:**	**$69.95**
Oven repair sta#2			**Check Date:**	**03/26/2019**
	101-336-776.000	*Oven repair Sta#2 2/8/19*		*69.95*
CDW GOVERNMENT INC			**Invoice Amount:**	**$435.78**
windows 10 Pro upgrade Lic			**Check Date:**	**03/26/2019**
	101-336-824.000	*Windows 10Pro upgrades*		*435.78*
CODE SAVVY CONSULTANTS LLC			**Invoice Amount:**	**$250.00**
SPRINKLER PLAN REVIEW BURROUGH'S BUILDIN			**Check Date:**	**03/26/2019**
	101-371-818.000	*INVOICE 1450 JACKSON ASSOC.*		*250.00*
CORPORATE CLEANING GROUP INC			**Invoice Amount:**	**$405.00**
MONTHLY CLEANING DPW			**Check Date:**	**03/26/2019**
	592-172-776.000	*INVOICE 6373*		*345.00*
	101-265-858.000	*INVOICE 6373*		*60.00*
CORPORATE CLEANING GROUP INC			**Invoice Amount:**	**$3,388.52**
MONTHLY CLEANING			**Check Date:**	**03/26/2019**
	101-325-818.400	*HAZMAT*		*350.00*
	101-305-776.000	*INVOICE 6402*		*1,336.95*
	101-336-776.000	*INVOICE 6402*		*121.54*
	592-172-776.000	*INVOICE 6402*		*273.47*
	101-265-776.000	*INVOICE 6402*		*1,306.56*
CORRIGAN OIL COMPANY			**Invoice Amount:**	**$1,870.91**
Fuel 03/05/2019 #6778307-IN			**Check Date:**	**03/26/2019**
	592-291-863.000	*Dyed Ultra Low Sulfur #2 Mix*		*637.33*

Charter Township of Plymouth
AP Invoice Listing - Board Report

VENDOR INFORMATION		INVOICE INFORMATION	
	101-371-727.000	Color Copies - Bldg	173.67
	101-371-727.000	B&W Copies - Bldg	13.60
	101-215-727.000	Color Copies - Clerk	476.01
	101-215-727.000	B&W Copies - Clerk	14.25
LIVONIA, CITY OF		**Invoice Amount:**	**$7,000.00**
Special Operations Team 2019 Inv. 2019-000000		**Check Date:**	**03/26/2019**
	101-305-818.000	Special Operations Team 2019	7,000.00
AutoZone		**Invoice Amount:**	**$61.92**
vehicle maintenance supplies		**Check Date:**	**03/26/2019**
	101-336-863.000	Vehicle Maintenance Supplies	61.92
M H R BILLING SERVICES		**Invoice Amount:**	**$468.00**
Transport billing fees		**Check Date:**	**03/26/2019**
	101-336-959.000	Billing fees	468.00
MCKENNA ASSOCIATES INC		**Invoice Amount:**	**$7,087.25**
Professional Services - Professional Services -Janu		**Check Date:**	**03/26/2019**
	101-371-818.500	Prep & Attend1/16 PC Mtg.	606.25
	101-371-818.500	#2306-0918 Hillside Res. Final Site Plan	515.00
	101-371-818.500	Landscape Inspec. Comerica Bank	350.00
	101-371-818.500	#2317-Powell Rd Cluster Housing Review	1,026.00
	101-371-818.500	#2318-939-Mill St. Special Land Use Rev	700.00
	101-371-818.500	#2319-Ridge RRoad Cluster Housing Rev	1,740.00
	101-371-818.500	Jogue Landscape Review	350.00
	101-371-818.500	#2320-Innotech Bsns Park SitePlan Rev #1	1,450.00
	101-371-818.500	Federal Mogul-Landscape Observation	350.00
MDEQ - STATE OF MICHIGAN		**Invoice Amount:**	**$200.00**
2019 WATER USE REPORTING FEE #761-104041		**Check Date:**	**03/26/2019**
	592-172-958.000	2019 WATER USE REPORTING FEE	200.00
MICHIGAN, STATE OF		**Invoice Amount:**	**$150.00**
SOR Registration - Inv. 551-533691 3/3/19		**Check Date:**	**03/26/2019**
	101-305-818.000	SOR Registration-Period Ending 2/28/19	150.00
MICHIGAN, STATE OF		**Invoice Amount:**	**$132.30**
Quality Assurance Assessment Jan-Mar		**Check Date:**	**03/26/2019**
	101-336-863.000	Assur. Assessment Jan-Mar 2019	132.30
MICHIGAN CHAPTER IAAI		**Invoice Amount:**	**$20.00**
2019 Membership		**Check Date:**	**03/26/2019**
	101-336-729.000	2019 Membership-Chief	20.00
MICHIGAN LINEN SERVICE		**Invoice Amount:**	**$84.35**
Uniforms 03/08/19 #401856		**Check Date:**	**03/26/2019**
	592-172-758.000	03/08/19	84.35
GIARMARCO, MULLINS & HORTON, PC.		**Invoice Amount:**	**$4,582.77**
Labor Atty. Services (John C. Clark) - February 20		**Check Date:**	**03/26/2019**
	101-290-828.000	Labor Atty Services (John Clark)	4,582.77
NextGen Electric		**Invoice Amount:**	**$925.00**
Electrical Work in Communications Center Inv. 22		**Check Date:**	**03/26/2019**
	101-325-776.000	Materials and labor	700.00
	101-325-776.000	Remove & Reinstall One Plug for TV	225.00

VENDOR INFORMATION		INVOICE INFORMATION	
OFFICE DEPOT		**Invoice Amount:**	**$488.68**
Calendars, Folders		**Check Date:**	**03/26/2019**
	101-215-727.000	*Loose Leaf Desk Calendar Refill*	*6.29*
	101-215-727.000	*Monthly Desk Pad Calendars*	*21.56*
	101-215-727.000	*8" x 11" Monthly Wall Calendars*	*36.69*
	101-215-727.000	*20" x 30" Monthly Wall Calendar*	*26.09*
	101-215-727.000	*Legal Size Manilla Folders*	*32.38*
	101-215-727.000	*2/3"x 3 7/16" File Folder Labels Wh*	*12.41*
	101-215-727.000	*Letter Size Manilla Folders*	*4.53*
	101-215-727.000	*5" Heavy Duty Wh Binders*	*223.93*
	101-215-727.000	*4" Heavy Duty Wh Binders*	*83.96*
	101-215-727.000	*"Today Is" Daily Wall Calendar*	*23.12*
	101-215-727.000	*Vert/Horiz Yearly Wall Calendar*	*17.72*
OFFICE DEPOT		**Invoice Amount:**	**$11.98**
Calendars, Folders		**Check Date:**	**03/26/2019**
	101-215-727.000	*Self-Adhesive Binder Label Holders*	*11.98*
OFFICE DEPOT		**Invoice Amount:**	**$131.00**
Office Supplies - Supervisor's Dept. and Assessing		**Check Date:**	**03/26/2019**
	101-171-727.000	*Liquid Paper - Dryline #254089*	*13.38*
	101-171-727.000	*Correction Fluid #408344*	*3.33*
	101-209-727.000	*Copy Plus Ltr Size #347005*	*43.36*
	101-209-727.000	*Sheet Protectors #624900*	*7.95*
	101-171-727.000	*#544297 - Employee Files*	*62.98*
OFFICE DEPOT		**Invoice Amount:**	**$117.07**
office supplies		**Check Date:**	**03/26/2019**
	101-336-727.000	*Yellow ink Cart.*	*32.54*
	101-336-727.000	*Magenta ink Cart.*	*32.54*
	101-336-727.000	*Black Ink Cart.*	*39.91*
	101-336-727.000	*Pilot G2 Bold/Blk pens*	*12.08*
Physio-Control, Inc.		**Invoice Amount:**	**$2,169.00**
4G Modems		**Check Date:**	**03/26/2019**
	101-336-978.000	*4G Modems 11996-000474/with disc*	*2,169.00*
PITNEY BOWES		**Invoice Amount:**	**$1,013.82**
Mail Machine Lease 12/30/2018 - 03/29/2019		**Check Date:**	**03/26/2019**
	101-215-727.000	*Mail Machine Lease - 1st Qtr 2019*	*1,013.82*
PLYMOUTH RUBBER & TRANSMISSION		**Invoice Amount:**	**$95.13**
TO REPAIR PLOW TRUCK #410 2/28/19		**Check Date:**	**03/26/2019**
	592-291-851.000	*GAUGE 3000 PSI 21/2 LIG 1/4 LM*	*25.90*
	592-291-851.000	*GAUGE PROTECTOR 21/2 BM*	*11.38*
	592-291-851.000	*FITTING HYD 1/4 H X 1/4 FPRIGID*	*11.55*
	592-291-851.000	*FITTING HYD 1/4 H X 1/4 MP*	*6.23*
	592-291-851.000	*HOSE HYD 1/4 100R2AT 5,800WP*	*14.19*
	592-291-851.000	*HYD COUPLER*	*15.50*
	592-291-851.000	*HYD COUPLER PLUG*	*7.33*
	592-291-851.000	*ADPTER HYD SW 1/4FJX1/4MP*	*1.62*
	592-291-851.000	*ADPTER HYD COUP PIPE 1/4X1/4*	*1.43*
CHARTER TWSP OF PLYMOUTH		**Invoice Amount:**	**$2,893.30**
Senior Transportation - February 2019		**Check Date:**	**03/26/2019**
	101-955-885.000	*February 2019 - Senior Trans. Exp.*	*2,893.30*

Charter Township of Plymouth
AP Invoice Listing - Board Report

VENDOR INFORMATION		INVOICE INFORMATION		
PLYMOUTH-CANTON COMMUNITY SCHOOLS			**Invoice Amount:**	**$236.14**
FEB 2019 FUEL			**Check Date:**	**03/26/2019**
	101-371-863.000	*INVOICE 002685*		*236.14*
PRINTING SYSTEMS INC			**Invoice Amount:**	**$663.73**
Window Envelopes			**Check Date:**	**03/26/2019**
	101-253-727.000	*5,000 Window Envelopes*		*619.25*
	101-253-727.000	*shipping*		*44.48*
PRIORITY ONE EMERGENCY			**Invoice Amount:**	**$172.50**
R2 repair siren			**Check Date:**	**03/26/2019**
	101-336-863.000	*Siren Repair*		*172.50*
AIRGAS USA, LLC			**Invoice Amount:**	**$314.71**
Oxygen			**Check Date:**	**03/26/2019**
	101-336-836.000	*Oxygen cylinders/with hazmat chg.*		*314.71*
SENIOR ALLIANCE, THE			**Invoice Amount:**	**$2,224.00**
FY 2019 Match - for 2018 statistics			**Check Date:**	**03/26/2019**
	101-101-885.000	*FY 2019 Match-for 2018 Stats*		*2,224.00*
CBTS, LLC			**Invoice Amount:**	**$659.00**
DPW PHONE CONTRACT Coverage Period 3/28/1			**Check Date:**	**03/26/2019**
	592-172-853.000	*CONTRACT AMOUNT*		*659.00*
Tyler Technologies, Inc.			**Invoice Amount:**	**$2,078.00**
Mobil eyes 5/1/19 - 4/30/20 maint plan			**Check Date:**	**03/26/2019**
	101-336-824.000	*Maint Plan 5/1/19-4/30/20 Mobile Eyes*		*2,078.00*
Nelson, David			**Invoice Amount:**	**$70.00**
Training & Certification			**Check Date:**	**03/26/2019**
	592-172-960.000	*Reimbursement - DEQ Training*		*70.00*
WITMER PUBLIC SAFETY GROUP INC			**Invoice Amount:**	**$431.75**
strap-sensor & sensor			**Check Date:**	**03/26/2019**
	101-336-978.000	*Marrying strap*		*11.75*
	101-336-978.000	*ST-IO21 70' throw bag*		*119.25*
	101-336-978.000	*HOT-STICK SENSOR*		*288.75*
	101-336-978.000	*FREIGHT*		*12.00*
IDC HEATING AND COOLING			**Invoice Amount:**	**$120.00**
PERMIT REFUND PM18-0470			**Check Date:**	**03/26/2019**
	101-371-818.000	*REFUND OF PERMIT 50750 POWELL*		*120.00*
			Total Amount to be Disbursed:	**$197,889.24**

Charter Township of Plymouth
AP Invoice Listing - Board Report

Weekly Pay 3/20/19

VENDOR INFORMATION		INVOICE INFORMATION	
ALERUS FINANCIAL		**Invoice Amount:**	**$5,598.04**
Defined Contribution - PAYDATE March 15, 2019		**Check Date:**	**03/20/2019**
	101-325-714.050	*Define Contribution -Dispatch (Employer)*	*1,687.44*
	101-100-231.000	*Employee Cont -all*	*1,502.77*
	101-305-714.030	*Define Contribution-Police (ER)*	*2,407.83*
COMCAST		**Invoice Amount:**	**$61.67**
Internet - April 2019	Acct 8529 10 2	**Check Date:**	**03/20/2019**
	101-290-941.000	*April Internet*	*61.67*
CONSUMERS ENERGY		**Invoice Amount:**	**$5,722.51**
Monthly Chgs - February 2019		**Check Date:**	**03/20/2019**
	101-171-921.000	*Supervisor*	*204.17*
	101-201-921.000	*Info Services*	*109.26*
	101-209-921.000	*Assessing*	*58.44*
	101-215-921.000	*Clerk*	*177.43*
	101-253-921.000	*Treasurer*	*74.10*
	101-265-854.000	*Senior Ctr*	*413.75*
	101-305-921.000	*Police*	*586.33*
	101-325-921.000	*Dispatch*	*122.04*
	101-325-921.400	*Lock Up*	*122.04*
	101-336-921.000	*Fire Dept*	*2,201.89*
	101-371-921.000	*Building*	*128.53*
	101-371-921.500	*Comm Devel*	*72.00*
	101-691-921.000	*Park*	*831.13*
	226-226-921.000	*Utilities*	*16.92*
	510-510-737.000	*Golf Course*	*234.44*
	588-588-921.000	*Senior Trans*	*26.41*
	592-444-745.000	*Power & Pumping*	*343.63*
DTE ENERGY		**Invoice Amount:**	**$2,041.88**
Hilltop Golf Course Clubhouse and Maintenance S		**Check Date:**	**03/20/2019**
	510-510-737.000	*HTGC Clubhouse & Shed*	*2,041.88*
JOHN HANCOCK LIFE INSURANCE CO.		**Invoice Amount:**	**$4,803.62**
JOHN HANCOCK EMPLOYEE CONTRIB 3-15--19 (s		**Check Date:**	**03/20/2019**
	101-100-231.000	*Employee Contribution (EEMBT)(EEVND)*	*4,803.62*
JOHN HANCOCK LIFE INSURANCE CO.		**Invoice Amount:**	**$15,827.43**
JOHN HANCOCK EMPLOYER PEN MATCH 3-15-19		**Check Date:**	**03/20/2019**
	588-588-714.010	*Friendship Station (Boyce)*	*230.63*
	101-171-714.010	*Supervisor's Office*	*990.60*
	101-201-714.010	*IT Services (Janks)*	*563.36*
	101-215-714.010	*Clerk's Office*	*1,817.58*
	101-253-714.010	*Treasurer's Office*	*954.29*
	101-305-714.010	*Police Dept.*	*631.21*
	101-325-714.010	*Dispatch (Bonadeo)*	*286.99*
	101-336-714.020	*Fire Dept*	*4,036.74*
	101-336-714.010	*Fire (Admin) (Jowsey)*	*249.75*
	101-371-714.010	*Building Dept.*	*1,180.97*
	101-265-714.010	*Township Hall (Haack)*	*238.39*
	592-172-714.010	*Public Services (Kline, Latawiec,Martin)*	*823.73*
	226-226-714.010	*Solid Waste (Visel)*	*315.79*
	592-291-714.040	*DPW*	*2,535.24*
	592-291-714.010	*DPW (Fellrath & Hamann)*	*972.16*

Charter Township of Plymouth
AP Invoice Listing - Board Report

Weekly 3/13/19

VENDOR INFORMATION		INVOICE INFORMATION	
A T & T		**Invoice Amount:**	**$2,091.02**
AT&T - Telephone Allocation February 2019 - R01		**Check Date:**	**03/13/2019**
101-201-853.000	*Information Services*		*142.99*
101-209-853.000	*Assessing*		*85.38*
101-371-853.000	*Building*		*238.00*
101-336-853.000	*Fire*		*375.70*
101-305-853.000	*Police*		*380.61*
101-171-853.000	*Supervisor*		*222.51*
101-253-853.000	*Treasurer*		*189.84*
101-215-853.000	*Clerk*		*110.88*
101-371-853.500	*Community Development*		*88.59*
101-325-853.000	*Dispatch*		*143.18*
101-265-854.000	*Water/Sewer (Util)*		*34.00*
101-691-853.000	*Park*		*26.64*
592-172-853.000	*Gen Expense Tel*		*52.70*
ADP INC		**Invoice Amount:**	**$2,301.10**
ADP -Processing of W-2"s and 1099"s - January 2		**Check Date:**	**03/13/2019**
101-290-941.000	*Processing of W-2"s & 1099's*		*2,301.10*
COMCAST		**Invoice Amount:**	**$194.85**
Internet - March 2019 Acct 900913674		**Check Date:**	**03/13/2019**
101-691-921.000	*Township Park*		*64.95*
101-336-921.000	*Fire*		*64.95*
101-325-853.000	*Telephone*		*64.95*
VERIZON WIRELESS		**Invoice Amount:**	**$1,047.82**
March 2019 Wireless Billing Acct #2 MI DEAL AC		**Check Date:**	**03/13/2019**
592-291-853.000	*DPW*		*502.18*
101-201-853.000	*Info services wireless devices*		*0.24*
101-336-853.000	*Fire wireless devices*		*200.05*
101-691-853.000	*Park foreman wireless device iPad*		*40.01*
588-588-853.000	*Friendship Station*		*112.13*
101-325-853.000	*Dispatch*		*103.63*
226-226-853.000	*Solid Waste - Sarah Visel*		*51.57*
805-805-970.005	*Sidewalk Inspec. I-Pad*		*38.01*
WESTERN TWNSPS UTILITIES AUTHORITY		**Invoice Amount:**	**$163,477.25**
WTUA - February 2019		**Check Date:**	**03/13/2019**
592-441-742.000	*Monthly Charges*		*158,117.58*
592-441-743.000	*YUCA IPP-IWC*		*4,697.42*
592-443-937.000	*Country Acres Pump Station*		*662.25*
WOW! BUSINESS		**Invoice Amount:**	**$11.38**
Police Dept. Service Chgs February 2019 Acct. #		**Check Date:**	**03/13/2019**
101-305-921.000	*Police Dept.*		*11.38*
WOW! BUSINESS		**Invoice Amount:**	**$17.25**
March 2019 Acct. # 012296705		**Check Date:**	**03/13/2019**
101-265-854.000	*Senior Util*		*16.21*
588-588-921.000	*Senior Transport*		*1.04*
		Total Amount to be Disbursed:	**$169,140.67**

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

ITEM E
Public Comments and Questions
(Limited to 3 Minutes)

103

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

NEW BUSINESS

ITEM F.1
Public Hearing
Establishment of Schoolcraft Business Park Industrial Development District

104

CHARTER TOWNSHIP OF PLYMOUTH
REQUEST FOR BOARD ACTION

MEETING DATE: March 26, 2019

ITEM: Public Hearing on Establishing an Industrial Development District for Schoolcraft Business Park as outlined below.

PRESENTERS: Kurt Heise, Supervisor and Jerry Vorva, Clerk

BACKGROUND:
In the interest of encouraging economic development in the Township of Plymouth, the Administration is recommending the establishment of an Industrial Development District for 3 parcels of land located on Schoolcraft Road and Haggerty.

Letters were mailed via certified, return receipt mail notifying the owners of record on all three parcels as follows:

Campbell/Manix of 40485 Schoolcraft Road owns and occupies **Parcel #R-78-023-99-0030-701** and we have received signed proof of their receipt of this letter. **Benzing Properties, LLC** of Wixom owns Parcels **#R-78-023-99-0030-702 and #R-78-023-99-0030-703**, both of which are vacant, and we have received signed proof of their receipt of these letters.

ACTION REQUESTED:
Hold a public hearing to allow owners of record and other interested persons to comment on the proposed Schoolcraft Business Park Industrial Development District.

Motion by _____ to open Public Hearing at: _____PM.
Supported By: _____

Motion by _____ to close Public Hearing at: _____PM.
Supported By: _____

PUBLIC HEARING CLOSED AT: _____ PM.

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Notice of Public Hearing

CHARTER TOWNSHIP OF PLYMOUTH, MICHIGAN
Board of Trustees

PROPOSED ACTION: Consideration for the establishment of an Industrial Development District (IDD) for the Schoolcraft Business Park, Plymouth Township, Wayne County, Michigan
DATE OF HEARING: Tuesday, March 26, 2019
TIME OF HEARING: 7:00 P.M.
PLACE OF HEARING: Plymouth Township Hall, 9955 N. Haggerty Road, Plymouth, MI 48170

NOTICE IS HEREBY GIVEN that the Charter Township of Plymouth Board of Trustees will hold a public hearing on Tuesday, March 26, 2019 at 7:00 P.M., Eastern Daylight time, to receive public comment on the consideration for the establishment of an Industrial Development District (IDD) for the Schoolcraft Business Park, Plymouth Township, Wayne County, Michigan.

Pursuant to Act No. 198 of the Public Acts 1974, as amended, the Charter Township of Plymouth Board of Trustees has the authority to establish "Industrial Development Districts" within the Township on its own initiative for public interest. The following legal parcels are included in the proposed Schoolcraft Business Park Industrial Development District:

Parcel ID(s):
R-78-023-99-0030-701
R-78-023-99-0030-702
R-78-023-99-0030-703

The proposed Industrial Development District consists of three parcels of land occupying approximately 31.5 acres and is located at the southeast corner of Haggerty Road and Schoolcraft Road.

NOTICE IS FURTHER GIVEN that persons interested may attend the public hearing and/or send correspondence regarding the Industrial Development District to Plymouth Township Hall, attn.: Clerk's Department. Pertinent information relative to the Industrial Development District, which includes a legal description, is on file at Plymouth Township, Clerk's Department (first floor counter) and may be viewed during regular business hours from 8:00 A.M. to 4:30 P.M.

The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the public hearing upon one weeks advance notice by writing or calling the Supervisor's Office, 9955 N. Haggerty Road, Plymouth, MI 48170; (734) 354-3201.

Publish by: March 7, 2019

Det News 3/11
Eagle 3/14

106

NORTH

LEGEND

F.I. – FOUND IRON

F.M. – FOUND MONUMENT

S.I. – SET IRON

SCALE:

1" =200'

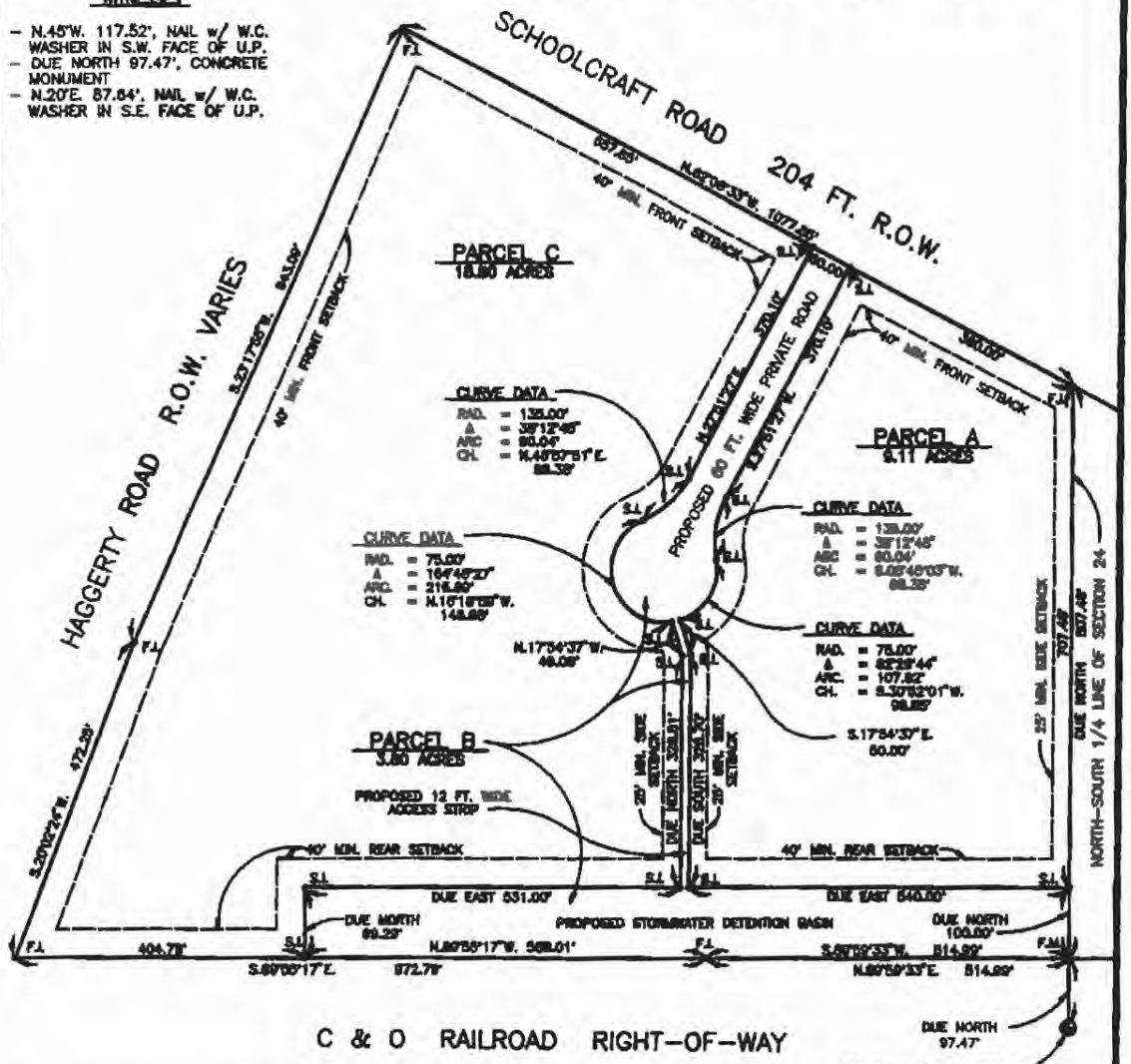
NOTE: EXCEPTIONS AND EASEMENTS TO TITLE (PER LAWYERS TITLE INSURANCE CORPORATION, CASE NO. 58282 LTC)

1.) CLAIM OF INTERESTS IN GAS AND OIL FOR CONSUMERS ENERGY CO. RECORDED IN LIBER 19465, PAGE 490; LIBER 19465, PAGE 559 AND LIBER 19465, PAGE 566 WAYNE COUNTY RECORDS. (BLANKET EASEMENT ON ENTIRE PROPERTY)
2.) GAS STORAGE AND MINERAL RIGHTS TO CONSUMERS ENERGY CO. RECORDED IN LIBER 16298, PAGE 214 AND LIBER 16298, PAGE 217 OF WAYNE COUNTY RECORDS. (BLANKET EASEMENT ON ENTIRE PROPERTY)
3.) GAS PIPELINE RIGHT-OF-WAY TO CONSUMERS ENERGY CO. RECORDED IN LIBER 15698, PAGE 497 DOES NOT AFFECT SUBJECT PROPERTY.

NOTE: PROPOSED EASEMENTS FOR UTILITIES AND DRAINAGE PURPOSES WILL BE REQUIRED OVER PARCELS A, B & C AND WILL BE GRANTED IN THE DECLARATION FOR THE SCHOOLCRAFT CORPORATE PARK. PROPOSED PUBLIC SANITARY SEWER AND WATER MAIN EASEMENTS WILL BE DEDICATED OVER PARCELS A, B & C AFTER CONSTRUCTION OF THE RESPECTIVE UTILITIES.

SOUTH 1/4 CORNER
SECTION 24
WITNESSES

- N.45°W. 117.52', NAIL w/ W.C. WASHER IN S.W. FACE OF U.P.
- DUE NORTH 97.47', CONCRETE MONUMENT
- N.20°E. 87.64', NAIL w/ W.C. WASHER IN S.E. FACE OF U.P.



NOTE: OVERALL BOUNDARY INFORMATION FROM SURVEY BY S.S.O.E., INC. DATED 7/24/97 & PROVIDED BY CLIENT.

PREPARED FOR:

CAMPBELL/MANIX, INC.
21520 BRIDGE STREET
SOUTHFIELD, MICHIGAN 48034
PHONE: 248/354-5100

JOB NO.	9727
SCALE	1"=200'
DATE	2/20/98
REVISION	3/17/98 7/23/98
SHEET 2 OF 4	

PROPOSED PROPERTY DIVISION SKETCH

ENVIRONMENTAL ENGINEERS, INC.
26550 SOUTHFIELD ROAD,
SUITE 262
LATHRUP VILLAGE, MICHIGAN
48076
PHONE : 248 / 424-6510

107

NOW, THEREFORE, BE IT RESOLVED by the Charter Township of Plymouth Board of Trustees that the following described parcel(s) of land situated in the Charter Township of Plymouth, County of Wayne, and State of Michigan, to wit:

PARCEL A PROPERTY DESCRIPTION (MASTER AUTOMATIC PARCEL)

PART OF THE SOUTHWEST 1/4 OF SECTION 24, T.1S., R.8E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 WHICH IS DUE NORTH 197.47 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 24; THENCE FROM SAID POINT OF BEGINNING CONTINUING DUE NORTH ALONG SAID EAST LINE 707.46 FEET; THENCE N.62°08'33"W. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) 360.00 FEET; THENCE S.27°51'27"W. 370.10 FEET; THENCE 90.04 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 38°12'48" AND A LONG CHORD BEARING S.08°45'03"W. 88.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE 107.92 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 82°26'44" AND A LONG CHORD BEARING S.30°52'01"W. 98.85 FEET; THENCE S.17°54'37"E. 50.00 FEET; THENCE DUE SOUTH 328.70 FEET; THENCE DUE EAST 540.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 9.11 GROSS AND NET ACRES.

PARCEL B PROPERTY DESCRIPTION (ROAD & DETENTION PARCEL)

A PARCEL OF LAND ESTABLISHED FOR PRIVATE ROAD, UTILITIES, STORMWATER DETENTION AND STORMWATER DETENTION ACCESS PURPOSES BEING PART OF THE SOUTHWEST 1/4 OF SECTION 24, T.1S., R.8E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 WHICH IS DUE NORTH 97.47 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 24; THENCE FROM SAID POINT OF BEGINNING S.89°59'33"W. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE C & O RAILROAD (SAID LINE BEING 124.50 FEET NORTHERLY OF AND PARALLEL TO THE ORIGINAL CENTERLINE OF THE MAIN TRACK) 514.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N.89°55'17"W. 568.01 FEET; THENCE DUE NORTH 99.29 FEET; THENCE DUE EAST 531.00 FEET; THENCE DUE NORTH 326.81 FEET; THENCE N.17°54'37"W. 49.08 FEET; THENCE 215.69 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 164°46'27" AND A LONG CHORD BEARING N.16°18'59"W. 148.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE 90.04 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 38°12'48" AND A LONG CHORD BEARING N.46°57'51"E. 88.38 FEET; THENCE N.27°51'27"E. 370.10 FEET; THENCE S.62°08'33"E. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) 60.00 FEET; THENCE S.27°51'27"W. 370.10 FEET; THENCE 90.04 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 38°12'48" AND A LONG CHORD BEARING S.08°45'03"W. 88.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE 107.92 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 82°26'44" AND A LONG CHORD BEARING S.30°52'01"W. 98.85 FEET; THENCE S.17°54'37"E. 50.00 FEET; THENCE DUE SOUTH 328.70 FEET; THENCE DUE EAST 540.00 FEET; THENCE DUE SOUTH ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 24 100.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 3.60 GROSS AND NET ACRES.

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PARCEL C PROPERTY DESCRIPTION (REMAINDER PARCEL)

PART OF THE SOUTHWEST 1/4 OF SECTION 24, T.1S., R.8E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) WHICH IS DUE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 904.93 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 24 AND N.62°08'33"W. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) 420.00 FEET; THENCE FROM SAID POINT OF BEGINNING CONTINUING N.62°08'33"W. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) 657.85 FEET; THENCE S.23°17'55"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HAGGERTY ROAD (SO-CALLED) 943.09 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE S.20°02'24"W. 472.25 FEET; THENCE S.89°55'17"E. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE C & O RAILROAD (SAID LINE BEING 124.50 FEET NORTHERLY OF AND PARALLEL TO THE ORIGINAL CENTERLINE OF THE MAIN TRACK) 404.78 FEET; THENCE DUE NORTH 99.29 FEET; THENCE DUE EAST 531.00 FEET; THENCE DUE NORTH 326.81 FEET; THENCE N.17°54'37"W. 49.08 FEET; THENCE 215.69 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 164°46'27" AND A LONG CHORD BEARING N.16°18'59"W. 148.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE 90.04 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 38°12'48" AND A LONG CHORD BEARING N.46°57'51"E. 88.38 FEET; THENCE N.27°51'27"E. 370.10 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 18.80 GROSS AND NET ACRES.

OVERALL PROPERTY DESCRIPTION

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

NEW BUSINESS

ITEM F.2
Approval of Industrial Development District (IDD) "Schoolcraft Business Park"
Resolution #2019-03-26-33

110

CHARTER TOWNSHIP OF PLYMOUTH
REQUEST FOR BOARD ACTION

MEETING DATE: March 26, 2019

ITEM: Establishment of an Industrial Development District (IDD) for 3 parcels of property to become the Schoolcraft Business Park Industrial Development District, Resolution #2019-03-26-33.

PRESENTERS: Jerry Vorva, Clerk and Kevin Bennett, Township Attorney

BACKGROUND:
From time to time the Administration pursues actions that lead to the creation of an Industrial Development District in an effort to encourage economic development.

ACTION REQUESTED:
We are requesting Board approval to establish an Industrial Development District for property as outlined in the attached resolution that would create the Schoolcraft Business Park Industrial Development District.

PROPOSED MOTION: I move to approve Resolution #2019-03-26-33, authorizing the establishment of an Industrial Development District encompassing three parcels of property on Schoolcraft Road at Haggerty, to be known as the Schoolcraft Business Park Industrial Development District as defined on the attached resolution documents.

Moved By _____ Seconded By _____

ROLL CALL:

___Clinton,___Curmi,___Dempsey,___Doroshewitz,___Heise,__Heitman,___Vorva

111

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES

RESOLUTION #2019-03-26-33

RESOLUTION TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT SCHOOLCRAFT BUSINESS PARK

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Plymouth Township Hall located at 9955 N Haggerty Road, Plymouth, Michigan on March 26, 2019, the following resolution was offered:

WHEREAS, pursuant to PA 198 of 1974, as amended, the Charter Township of Plymouth Board of Trustees has the authority to establish "Industrial Development Districts" within the Charter Township of Plymouth; and,

WHEREAS, the Charter Township of Plymouth Board of Trustees on its own initiative seeks to establish an Industrial Development District on the property located within the boundaries specified; and,

WHEREAS, the Charter Township of Plymouth Board of Trustees wants to encourage and assist with Economic Development efforts within the community; and,

WHEREAS, construction, acquisition, alteration or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and,

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Detroit News, the Detroit Free Press and The Eagle and public notice of the hearing has been posted publicly in the display case outside Township Hall and published on the website; and,

WHEREAS, ON March 26, 2019, a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of the Charter Township of Plymouth were afforded an opportunity to be heard thereon; and,

WHEREAS, the Charter Township of Plymouth Board of Trustees deems it to be in the public interest of the Charter Township of Plymouth to establish the Industrial Development District as proposed; and,

112

NORTH

LEGEND

F.I. – FOUND IRON

F.M. – FOUND MONUMENT

S.I. – SET IRON

SCALE:

1" = 200'

NOTE: EXCEPTIONS AND EASEMENTS TO TITLE (PER LAWYERS TITLE INSURANCE CORPORATION, CASE NO. 58282 LTC)

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SOUTH 1/4 CORNER
SECTION 24
WITNESSES

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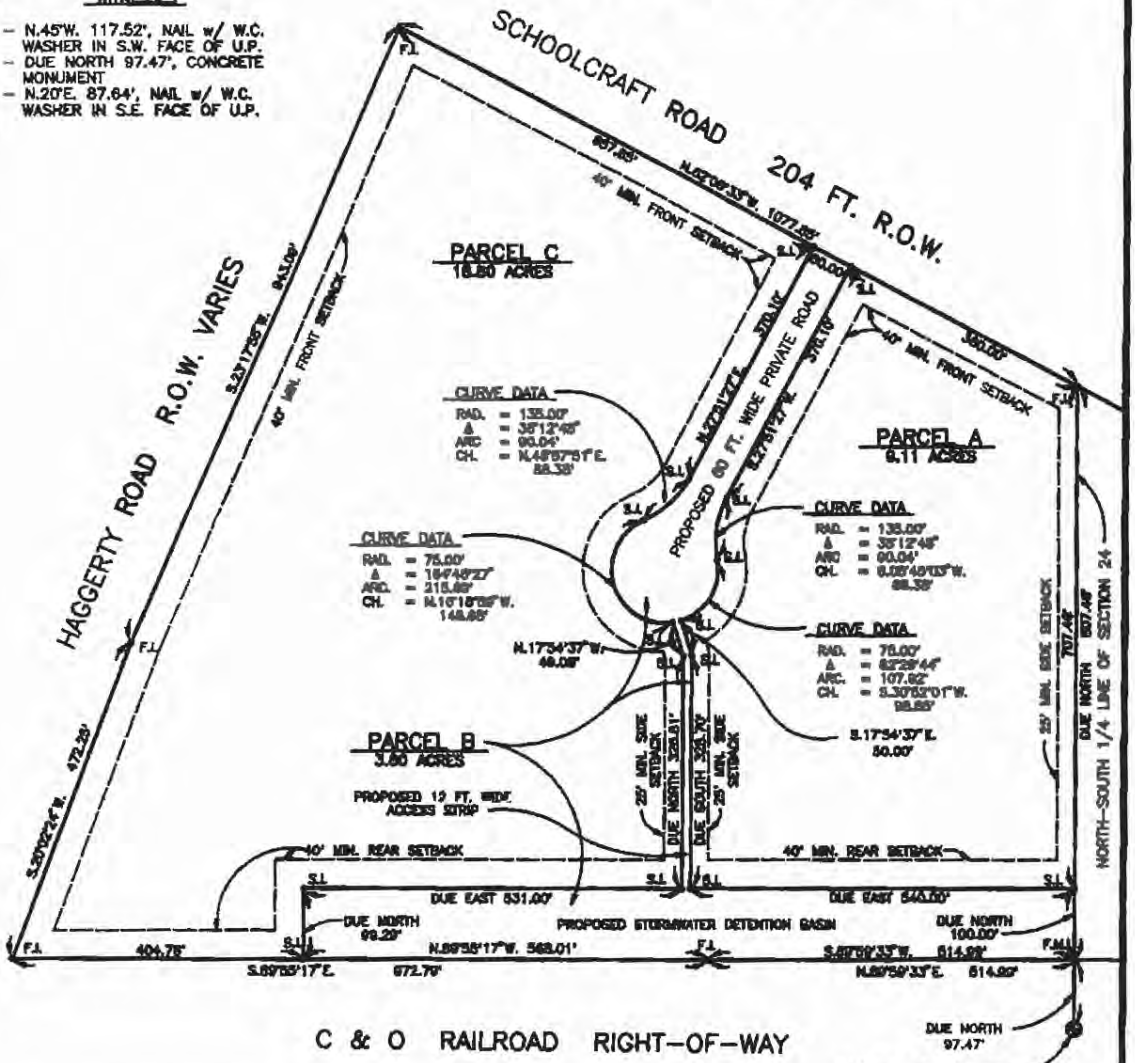
- DUE NORTH 97.47', CONCRETE MONUMENT
- N.20°E. 87.64', NAIL w/ W.C. WASHER IN S.E. FACE OF U.P.



NOTE: OVERALL BOUNDARY INFORMATION FROM SURVEY BY S.S.O.E., INC. DATED 7/24/97 & PROVIDED BY CLIENT.

PREPARED FOR:

CAMPBELL/MANIX, INC.
21520 BRIDGE STREET
SOUTHFIELD, MICHIGAN 48034
PHONE: 248/354-5100

JOB NO.	9727
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SHEET 2 OF 4	

PROPOSED PROPERTY DIVISION SKETCH

ENVIRONMENTAL ENGINEERS, INC.
28860 SOUTHFIELD ROAD,
SUITE 262
LATHRUP VILLAGE, MICHIGAN
48076
PHONE : 248 / 424-6510

 113

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114

PARCEL C PROPERTY DESCRIPTION (REMAINDER PARCEL)

PART OF THE SOUTHWEST 1/4 OF SECTION 24, T.1S., R.8E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) WHICH IS DUE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 904.93 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 24 AND N.62°08'33"W. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) 420.00 FEET; THENCE FROM SAID POINT OF BEGINNING CONTINUING N.62°08'33"W. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) 657.85 FEET; THENCE S.23°17'55"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HAGGERTY ROAD (SO-CALLED) 943.09 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE S.20°02'24"W. 472.25 FEET; THENCE S.89°55'17"E. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE C & O RAILROAD (SAID LINE BEING 124.50 FEET NORTHERLY OF AND PARALLEL TO THE ORIGINAL CENTERLINE OF THE MAIN TRACK) 404.78 FEET; THENCE DUE NORTH 99.29 FEET; THENCE DUE EAST 531.00 FEET; THENCE DUE NORTH 326.81 FEET; THENCE N.17°54'37"W. 49.08 FEET; THENCE 215.69 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 164°46'27" AND A LONG CHORD BEARING N.16°18'59"W. 148.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE 90.04 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 38°12'48" AND A LONG CHORD BEARING N.46°57'51"E. 88.38 FEET; THENCE N.27°51'27"E. 370.10 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 18.80 GROSS AND NET ACRES.

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Is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as Schoolcraft Business Park.

Moved By: _____ Seconded By: _____

ROLL CALL:

____Clinton,__Curmi,___Dempsey,___Doroshewitz,____Heise,___Heitman,____Vorva

Adopted: Regular Meeting of the Board of Trustees on March 26, 2019 at 7:00 PM

_____

Jerry Vorva, Clerk, Charter Township of Plymouth

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

NEW BUSINESS

ITEM F.3
Township Park Facility Use Agreement
Resolution #2019-03-26-34

116

CHARTER TOWNSHIP OF PLYMOUTH
REQUEST FOR BOARD ACTION

MEETING DATE: **March 26, 2019**

ITEM: Facility Use Agreement with Plymouth-Canton Little League and Greater Canton Youth Baseball Softball Association for use of Baseball Diamonds at Township Park, Resolution #2019-03-26-34

PRESENTERS: **Supervisor Heise**

BACKGROUND: **The attached Facility Use Agreement with the Plymouth-Canton Little League and Greater Canton Youth Baseball Softball Association would determine the use of the baseball diamonds at Township Park, and provide community benefits for the Township. This document has been reviewed by Attorney Bennett.**

PROPOSED MOTION: **I move to approve the Facility Use Agreement with Plymouth-Canton Little League and Greater Canton Youth Baseball Softball Association for use of Baseball Diamonds at Township Park, and authorize the Supervisor and Clerk to sign same. Resolution #2019-03-26-34 (Agreement is Resolution)**

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi,___ Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

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Resolution #2019-03-26-34
FACILITIES USE AGREEMENT
Between
CHARTER TOWNSHIP OF PLYMOUTH
GREATER CANTON YOUTH BASEBALL SOFTBALL ASSOCIATION AND
PLYMOUTH CANTON LITTLE LEAGUE

This Agreement is entered into this 27 day of March, 2019, by and between the Charter Township of Plymouth, 9955 N. Haggerty Road, Plymouth, Michigan 48170, (the "Township"), the Greater Canton Youth Baseball Softball Association, 46555 W. Michigan Avenue, Canton, Michigan, 48188 ("GCYBSA") and Plymouth-Canton Little League, P.O. Box 87057, Canton, Michigan 48187 ("PCLL"). This agreement will be in effect through December 31, 2020 and may be renewed by mutual agreement of the parties.

Whereas the GCYBSA and PCLL (also collectively referred to as 'the Clubs') provide high-quality youth baseball and softball programs, and the Township is desirous of partnering with the Clubs to provide youth baseball and softball programs to area residents as well as enhancements to Township Park while defining the roles and responsibilities of the Clubs regarding the use and maintenance of the four baseball fields located at Plymouth Township Park (PTP, aka "McClumpha Park") in Plymouth Township;

IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES:

1. **Program**

   a. The Clubs shall operate and make available developmental and competitive baseball and softball programs at PTP.

   b. The Clubs shall make the programs available to residents and non-residents, under terms and conditions they prescribe for such participation.

2. **Facility Use**

   a. The GCYBSA shall have priority use of Fields 1, 2 and 3 at PTP/McClumpha Park Mondays through Fridays, and Saturdays 9 a.m. to 1 p.m. GCYBSA shall have priority use of Field 4 on Friday and Saturday mornings 9 a.m. to 1 p.m.

   b. GCYBSA shall cooperate with the PCLL on scheduling their annual Opening Day activities, typically in April. GCYBSA shall also continue to schedule other groups and teams in consultation with the Township.

   c. The PCLL shall have priority use of Field 4 at PTP/McClumpha Park, Mondays through Thursdays. PCLL shall have priority use of Fields 1, 2, 3, and 4 on Saturdays from 1 p.m. on.

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d. All use of the park by the Clubs shall be in strict compliance with the Township's Rules and Regulations and this Agreement. In case of conflict between the Rules and Regulations and this Agreement, the terms of this Agreement shall be controlling.

   i. The Clubs will utilize all four fields for games from mid-April through the end of July, and in the fall months (Aug. 1 – Oct. 31) if specified and upon mutual agreement with the Township. Specific game schedules will be provided to the Township Supervisor's Office by April 1st for spring season. Such schedules are incorporated by reference into this agreement.

e. For any dates not covered by the Clubs' schedules, the Township shall control field use for non-Club groups on a first-come, first-served basis. The Township agrees to consult with the Clubs prior to granting authorization for any additional Club or league usage of the fields to ensure that both parties mutually agree that requested usage will not have a deleterious effect on the condition of the baseball diamond(s). The Township agrees, to the best of its abilities, to avoid authorization of activities which will degrade field conditions. Notwithstanding any other provision herein, the Township shall retain final say in the use of all park activities.

f. The Township will maintain its right to control use of the PTP/McClumpha Pavilion per Township Park Rules and Regulations.

3. Field Preparation and Community Improvement Projects

a. At its sole cost and expense, the Clubs shall perform all maintenance and preparation on the baseball fields. Fields shall be dragged, lined, and prepped for game-play as needed to maintain a quality playing surface. The Township may approve any other desired field maintenance activities that the Clubs may want performed at the Clubs' expense.

b. In addition, the Clubs agree to provide the following Community Improvement Projects:

GCYBSA

1. Community Improvement Project #1: Maintain fields 1, 2 and 3 at their sole cost and expense; including but not limited to bases, home plates, equipment carts, and other needed maintenance.

PCLL

1. Community Improvement Project #1: Investigate Permanent Solution to Public Lighting of the Flag & Flagpole – The Club shall jointly, with the Township, develop the bid, source the work, and fund at The Club's sole expense lighting of the Flag & Flagpole; targeting immediately to Spring

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IN WITNESS WHEREOF, the undersigned have duly executed this Agreement to be effective on the day and year first set forth above.

Charter Township of Plymouth ("Township"):

Supervisor:_____

Printed Name: Kurt Heise

Clerk: _____

Printed Name: Jerry Vorva

Witness:

_____

Greater Canton Youth Baseball Softball Association ("GCYBSA"):

Signature:_____

Printed Name:_____

Title:_____

Witness:

_____

Plymouth-Canton Little League ("Club"):

Signature:_____

Printed Name:_____

Title:_____

Witness:

_____

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

NEW BUSINESS

ITEM F.4
Cathodic Protection System
Resolution #2019-03-26-35

CHARTER TOWNSHIP OF PLYMOUTH
REQUEST FOR BOARD ACTION

MEETING DATE: March 26, 2019

ITEM: Award Contract for 5 Mile Tank Cathodic Protection Installation
Resolution #2019-03-26-35

PRESENTER: David Richmond, PE
Patrick Fellrath, PE

BACKGROUND:
In April 2018 Dixon Engineering completed an inspection of the 1,000,000 Gallon Spheroid Water Storage Facility on 5 Mile Road. The report provided recommendations for maintenance and upgrades to the tank.

One of the recommendations was to install cathodic protection. Cathodic Protection is a means to prevent corrosion on the interior of the tank, thereby preventing costly maintenance and disruption of service.

The Clerk's office did not received any sealed bids for this project. We reached to firms that had previously bid on the Cathodic Protection for the Lakeview Water Tank and others that may be interested. We received two quotes, with both bidders considered to be responsive having submitted a bid compliant with all requirements. The low bidder, Seven Brothers Painting, Inc. submitted a total bid of $35,115. Spalding DeDecker has reviewed Seven Brothers Painting, Inc. qualifications and they have the qualifications and experience to perform the work as required.

ACTION REQUESTED:
Approve a resolution authorizing the award of the 5 Mile Tank Cathodic Protection Installation contract to the lowest responsive bidder, Seven Brothers Painting, Inc.

RECOMMENDATION:
Approve

PROPOSED MOTION: I move to approve Resolution #2019-03-26-35 to approve the award of the 5 Mile Tank Cathodic Protection Installation to Seven Brothers Painting Inc. in the amount of $35,115.00.

Moved By _____ Seconded By _____

ROLL CALL:

____Vorva, ___Dempsey, ____Heitman, ____Clinton, ____Heise, ____Curmi, ___Doroshewitz

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH

RESOLUTION TO AWARD BID FOR THE 5 MILE TANK CATHODIC PROTECTION INSTALLATION
RESOLUTION #2109-03-26-35

At a regular meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 N. Haggerty Road, Plymouth Michigan on March 26, 2019, at 7:00 p.m.

WHEREAS, it is the intention of the Charter Township of Plymouth Board of Trustees to enter into an agreement to provide improvements to the 5 Mile Water Storage Facility, with the specific scope being the installation of a Cathodic Protection system, and,

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2019-03-26-35 authorizing the award of the contract for the improvements to the 5 Mile Water Storage Facility to the low bidder; Seven Brothers Painting Inc.; in complete accordance with the bid specifications at a price of $35,115.00.

Motion By:_____ **Seconded By:**_____

Roll Call:

___Dempsey, ___ Doroshewitz, ___Heise, ___Heitman, ___Vorv, ___Clinton, ___Curmi

Certification

I, Jerry Vorva, Clerk of the Charter Township of Plymouth, do hereby certify that the above is a true and complete copy of a resolution offered to and supported by the Board of Trustees of the Charter Township of Plymouth on Tuesday, March 26, 2019.

_____

Jerry Vorva, Clerk

SPALDING DEDECKER
Engineering & Surveying Excellence since 1954

March 20, 2019

Mr. Patrick Fellrath, PE
Director of Public Services
Charter Township of Plymouth
9955 N. Haggerty Road
Plymouth, Michigan 48170

Re: **Recommendation for Award**
5 Mile Water Tank Cathodic Protection
SDA Project No.: PL18005

Dear Mr. Fellrath:

On February 20, 2019 at 2:00 p.m., no bids were received at the Plymouth Township Offices for the 5 Mile Water Tank Cathodic Protection. The project includes the installation of a Cathodic Protection system to the water tank. After receiving no bids we solicited bids from contractors that have performed similar work in the past.

We received two bids for this project, with each bidder considered to be responsive having submitted a bid compliant with all requirements. The apparent low bidder, Seven Brothers Painting Inc., submitted a total bid of $35,115.00. Following the bid opening, Spalding DeDecker has reviewed Seven Brothers Painting, Inc. qualifications and they have the required qualifications and experience to perform the work as required.

It is our recommendation that the project be awarded to the low bidder, Seven Brothers Painting Inc., for the 5 Mile Tank Cathodic Protection Installation in the amount of $35,115.00.

Upon award by the Township Board, our office will coordinate the completion of the Contract Agreement, Bonds, and Insurance information with Seven Brothers Painting Inc.

Very Truly Yours,
SPALDING DEDECKER

David E. Richmond, PE
Senior Project Manager

Encl: Bid Tabulation

905 South Blvd East | Rochester Hills, MI 48307
Phone (248) 844-5400 | Fax (248) 844-5404

Detroit | Rochester Hills | San Antonio
www.sda-eng.com

BID TABULATION - 5 Mile Water Tank Cathodic Protection
PLYMOUTH TOWNSHIP

Project No. PL18005
By: DER
Reviewed: DER

BASE BID				SEVEN BROTHERS PAINTING INC.		KOUNTOUPES PAINTING	
No		QUANTITY	UNIT	UNIT PRICE ($)	AMOUNT ($)	UNIT PRICE ($)	AMOUNT ($)
1	Cathodic Protection	1	LS	$29,415.00	29,415.00	$38,300.00	38,300.00
TOTAL BASE BID					$ 29,415.00		$ 38,300.00
1	Exterior Spot Painting	1	LS	$ 5,700.00	$ 5,700.00	$ -	$ -

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

NEW BUSINESS

ITEM F.5
Ratification of Collective Bargaining Agreement - TPOAM
Resolution #2019-03-26-36

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CHARTER TOWNSHIP OF PLYMOUTH
REQUEST FOR BOARD ACTION

MEETING DATE: **March 26, 2019**

ITEM: Collective Bargaining Agreement with the Technical, Professional and Office Workers Association of Michigan (TPOAM) , Resolution #2019-03-26-36

PRESENTERS: Supervisor Heise

BACKGROUND: I am requesting that the Board approve the Collective Bargaining Agreement with the Technical, Professional and Office Workers Association of Michigan for a term beginning January 1, 2019 and ending December 31, 2022. This Agreement has been ratified by the Union and the signature page is attached. This item was discussed at our Closed Session on March 5. The entire 'red-lined' contract is included in your electronic packet, and a hard-copy of that document will be in the Clerk's Office for public review.

PROPOSED MOTION: I move that the Board of Trustees approve the Collective Bargaining Agreement with the Technical, Professional and Office Workers Association of Michigan for a term beginning January 1, 2019, and ending December 31, 2022, and authorize the Supervisor and Clerk to sign same. Resolution #2019-03-26-36

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi,___ Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

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STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES

RESOLUTION #2019-03-26-36

RESOLUTION TO RATIFY A COLLECTIVE BARGAINING AGREEMENT WITH TPOAM

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Plymouth Township Hall located at 9955 N Haggerty Road, Plymouth, Michigan on March 26, 2019, the following resolution was offered:

WHEREAS, the Township has been bargaining collectively with members of the Technical, Professional and Office Workers Association, also referred to as TPOAM, and,

WHEREAS, the Charter Township of Plymouth Board of Trustees agrees with the terms negotiated in the proposed contract for the period between January 1, 2019 and December 31, 2022, and,

WHEREAS, the TPOAM Bargaining Unit ratified this contract by a vote of their membership, and.

WHEREAS, their membership representatives signed the agreement on March 14, 2019, and

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Plymouth Board of Trustees approves Resolution #2019-03-26-36, authorizing the Collective Bargaining Agreement with the Technical, Professional and Office Workers Association of Michigan (TPOAM) for a term beginning January 1, 2019, and ending December 31 2022, and hereby authorizes the Supervisor and Clerk to sign same.

Moved By: _____ Seconded By: _____

Roll Call Vote:

___Doroshewitz,___Heise,____Heitman,____Vorva,___Clinton,____Curmi,___Dempsey

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Signature Copy

AGREEMENT BY AND BETWEEN

CHARTER TOWNSHIP OF PLYMOUTH

&

TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN

JANUARY 1, ~~2016~~ 2019 DECEMBER 31, ~~2018~~ 2022

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PREAMBLE

THIS AGREEMENT is entered into on this ____ day of _____, _____, between PLYMOUTH TOWNSHIP BOARD OF TRUSTEES, representing THE CHARTER TOWNSHIP OF PLYMOUTH, Wayne County, Michigan, (referred to as the "Employer"), and TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN (referred to as "the Union").

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the Township's success in establishing a proper service to the public; and

WHEREAS, the Township, the Supervisor, the Clerk, the Treasurer and the employees can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the Township is required to bargain only in accordance with the Michigan Public Act 379, MPA of 1965; and

WHEREAS, the parties recognize that they have a common responsibility beyond their collective bargaining relationship and that the Township has obligations to the citizens and taxpayers to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1

GENERAL PROVISIONS

SECTION 1. RECOGNITION OF UNION

A. The Township of Plymouth hereby recognizes the Technical, Professional and Office Workers Association of Michigan (the "Union") as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Act of 1965 with respect to wages, hours and other conditions of employment for a unit consisting of all regular full-time and regular part-time non-supervisory employees of the Township not represented by another bargaining unit who are employed in the following positions:

~~(i) Information Systems Trainer;~~
~~(ii) Accountant;~~
~~(iii) Building Inspector;~~
~~(iv) Construction plan examiner/inspector;~~
~~(v) Ordinance Officer;~~

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~~(vi) Records Management Analyst;~~
~~(vii) Solid Waste/Recycling Coordinator;~~
~~(viii) Administrative Assistant;~~
~~(ix) Administrative Assistant/office manager;~~
~~(x) Treasurer Assistant;~~
~~(xi) Senior Records Clerk;~~
~~(xii) Administrative Clerk;~~
~~(xiii) Clerk;~~
~~(xiv) Building and Grounds Maintenance;~~
~~(xv) Recording Secretary;~~
~~(xvi) Information Systems Processor;~~
~~(xvii) Operator.~~

(1) Information Systems Trainer;
(2) Accountant;
(3) Building Inspector;
(4) Construction plan examiner/inspector;
(5) Accounts Payable;
(6) Building Department Coordinator;
(7) Ordinance Officer;
(8) Records Management Analyst;
(9) Solid Waste/Recycling Coordinator;
(10) Election Specialist;
(11) Administrative Assistant Office Manager (all departments);
(12) Water Billing Specialist
(13) Senior Records Clerk - Police
(14) Administrative Assistant (all departments);
(15) Building and Grounds Maintenance
(16) Recording Secretary

But excluding the administrative aide, human resources assistant, executive assistant, all elected officials and all executive, supervisory, confidential, temporary and all other employees.

B. The Township shall not enter into any collective bargaining agreement with, nor will it aid, promote or finance any other labor organization which proposes to engage in collective bargaining regarding the employees in the unit defined in Paragraph A during the term of this Agreement.

C. Nothing contained herein shall be considered to deny or restrict the Township regarding its rights, responsibilities and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the Township.

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SECTION 2. DEFINITIONS

A. "Employer" shall mean the Board of Trustees of the Charter Township of Plymouth, County of Wayne, State of Michigan, and its duly elected or appointed officials or representatives.

B. "Union" shall mean Technical, Professional and Office Workers Association of Michigan and its duly elected or appointed officers or representatives.

C. "Employee" shall mean a regular full-time or regular part-time employee who is employed by the Employer in the collective bargaining unit described in Article 1, Section 1 of this Agreement.

D. "Regular Full-Time Employee" shall mean an employee who has completed his/her probationary period and whose normal schedule of work usually consists of thirty-seven and a half (37.5) hours per week on a regular, continuous basis.

E. "Regular Part-Time Employee" shall mean an employee who has completed his/her probationary period and whose normal schedule of work usually consists of less than thirty-seven and a half (37.5) hours per week. Regular part-time employees are not eligible for benefits, except as follows. Regular part-time employees who worked 120 hours in a calendar month shall earn sick leave and annual leave for such month according to the following schedule:

Hours worked during the month	Hours of Leave Time
At least 120 hours and less than 130	6 hours
At least 130 hours and less than 140	6.5 hours
140 or more hours	7 hours

Leave will be subject to the same conditions and other eligibility requirements as for full-time employees. Regular part-time employees who work twenty-five (25) or more hours in a month that contains a holiday (as defined in Article 27) shall receive 3.75 hours of holiday pay. Regular part-time employees shall not be required to complete their probationary period in order to be eligible for holiday pay, but instead shall be paid beginning in the first month of employment provided the required number of hours are worked.

F. "Temporary Employee" shall mean an employee whose employment is intended to be for a limited duration of less than six (6) calendar months over any consecutive twelve (12) month period.

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G. "Seasonal Employee" shall mean an employee whose employment is intended to be for a limited duration of less than eight (8) calendar months over any consecutive twelve (12) month period

SECTION 3.

All previously executed letters of understanding or memorandums of understanding not incorporated into or attached to this Agreement are hereby deemed to be null and void.

ARTICLE 2

MANAGEMENT RIGHTS

SECTION 1.

The Township Board, on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except those subject to specific relinquishment in this Agreement, are reserved to and remain vested in the Township Board, including but without limiting the generality of the foregoing, the right to:

(a) manage its affairs efficiently and economically;

(b) introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;

(c) subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities, so long as it does not cause a layoff or reduction in the number of hours of any employee in the bargaining unit (the Employer agrees to bargain the impact of the decision to subcontract upon written request of the Union.);

(d) determine the number, location and type of facilities;

(e) hire new employees, to assign and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in the workweek or workday;

(f) permit municipal employees, not included in the bargaining unit, to perform bargaining unit work in emergency situations or in situations involving election-related work in the Clerk's office, as long as the election-related work does not result in the erosion of bargaining unit work;

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(g) direct the work force, assign the type and location of work assignments and determine the number of employees assigned to operations;

(h) establish, change, combine or discontinue job classifications;

(i) determine lunch and rest periods, starting and quitting times and the number of hours to be worked;

(j) establish and change work schedules, work standards, and the methods, processes and procedures by which such work is to be performed;

(k) discipline, suspend, and discharge employees for cause;

(l) adopt, revise and enforce reasonable Township and departmental rules and regulations;

(m) transfer, promote and demote employees; and

(n) establish training requirements for purposes of maintaining, improving and developing professional skills of employees and determine those employees who are to receive said training. Such training shall include the right to cross-train employees to perform any and all duties performed by other bargaining unit members. In choosing what training is necessary and which employees will receive training, the employer has complete discretion but may consider factors such as availability, capability, work schedule, work location, seniority, employee preference, anticipated future need for skill sets and other relevant criteria; and

(o) the right to utilize employees, as is necessary, in any classification for which the employee is cross-trained as determined by the Township. The Township agrees to meet with the Union in advance of discipline being imposed to an employee for failure to perform in a cross-trained position.

ARTICLE 3

NON-DISCRIMINATION

SECTION 1.

To the extent required by law, the Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to sex, race, color, national origin, age, religion, marital status, disability, height or weight. The Employer's Policy Prohibiting Harassment and Discrimination is hereby incorporated by reference.

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SECTION 2.

The Employer will not interfere with the right of the employees to become members of the Union and shall not discriminate against any employee because of membership in the Union.

ARTICLE 4

NO STRIKES AND NO LOCKOUTS

SECTION 1. NO STRIKE PLEDGE

The bargaining unit and the Union agree that there shall be no strikes, work stoppages, work slowdowns, or any other acts that interfere in any manner with the services of the Employer. The Union and its representatives will not call for, participate in, encourage or condone any such activity by an employee(s). To the extent that any such activity occurs, the Union will use its best efforts to end it.

SECTION 2. PENALTY

Any employee who violates the provisions of Section 1 or instigates or gives leadership to any activity which violates the provisions of Section 1 shall be subject to discipline by the Employer, up to and including discharge.

SECTION 3. NO LOCK OUT PLEDGE

The Employer agrees there shall be no lockouts of the employees.

ARTICLE 5

UNION SECURITY

SECTION 1. AGENCY SHOP

Each employee included in the Collective Bargaining Unit set forth in Article 1, Section 1 may become a member of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members or not become a member of the Union, in which case the employee may pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members. Service fees shall not include initiation fees or special assessments. Part-time employees who elect to join the Union or not join the Union and pay a service fee shall pay pro-rated dues or fees based on the number of hours scheduled in accordance with the Union's constitution. Employees shall be deemed to be members of the Union in good standing, within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of initiation fees, dues and assessments or charges. The Union recognizes however, that it is required under this Agreement and the Michigan Public

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Employment Relations Act to represent all employees included within the Collective Bargaining Unit set forth in this Agreement without regard to whether the employee is a member of the Union.

SECTION 2. **UNION DUES CHECK-OFF**

A. All employees covered by the terms of this Agreement may execute an authorization for the deduction of Union dues, or for the deduction of a sum equivalent to the Union dues as a service fee.

B. Effective upon execution and thereafter during the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues (or the service fee equivalent) levied in accordance with the constitution and by-laws of the Union from the pay of each Employee who executes or has executed the authorization form provided by TPOAM. The amount to be deducted shall be specified by the Union and provided to the Employer annually. Upon receipt of the information from the Union, the Employer will implement any changes within 30 days. The Employer further agrees to deduct TPOAM contributions for those individual Employees who have signed an authorization card (supplied by the Union and approved by the Township) agreeing to this contribution in a specified amount.

C. Deductions shall be made from the first pay period of each calendar month, and such deductions, along with a list of employees for whom dues or service fees have been deducted, shall be remitted directly to the office of TPOAM at 27056 Joy Road, Redford, Michigan 48239, between the 15th day and the 30th day of such calendar month. The Township agrees to work with the financial officer of the Union's local with respect to additions and deletions from the list of Employees for whom dues have been deducted.

D. Deductions shall begin the first pay period of each month effective 30 days after employment begins, provided the Authorization has been filed with the Employer. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which she/he is no longer employed or immediately following an election by the employee not to be in the Union or not to pay a service fee.

E. The Union shall indemnify, protect and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article. In the event any action or claim is commenced against the Employer in any arbitration proceedings, or in any Court or administrative proceeding, to recover from it any sums deducted under this Article, the Union shall intervene and defend such action or claim. (The Employer will not construe the above paragraph as a means of avoiding the collection of dues or service fees).

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ARTICLE 6

UNION REPRESENTATION AND COMMUNICATION

SECTION 1. UNION OFFICERS

The Employer agrees to recognize the following Union officers, who shall be regular employees of the Township who are members of the bargaining unit:

- President;
- Secretary;
- Steward

The Union will notify the Township Supervisor in writing of each officer's name and union office.

These officers may also constitute the Union negotiating team. The Steward and Alternate Steward shall act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement. The Alternate Steward shall act only in the absence of the Steward.

SECTION 2. REPRESENTATIVE DUTIES

The Union agrees that the representational responsibilities of a Union officer will not be permitted to interfere with the employee's regularly assigned duties or with normal business of the Employer. If it is necessary for an employee to temporarily leave his/her assignment to participate in negotiations or a grievance meeting, he/she shall first provide reasonable notice to and obtain authorization, which shall not be unreasonably denied, from his/her immediate supervisor before leaving a work assignment. The employee shall return to his/her job as promptly as possible and upon such return shall immediately report to his/her immediate supervisor.

SECTION 3. SUPERVISION

Neither the Union nor any of its officers, representatives or bargaining unit members shall assume supervisory authority.

SECTION 4. RELEASE TIME

A. When the parties agree to schedule negotiations during regular working hours, two (2) Union officers shall be allowed reasonable time during regular working hours, without loss of pay, to participate in contract negotiations.

B. The Steward (or Alternate Steward) shall be afforded reasonable time during regular working hours, without loss of pay, for the processing of grievances and enforcement of the Collective Bargaining Agreement, including participation in

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grievance step meetings when scheduled by the Employer during regular working hours, provided this does not interfere with or disrupt the operations of the Township.

C. An officer of the Union shall be allowed time off to attend, without pay, Council or International meetings of the Union, subject to Township operational needs and staffing requirements. An employee may use vacation or personal days to attend these meetings.

ARTICLE 7

PROBATIONARY EMPLOYEES

SECTION 1. FULL-TIME PROBATIONARY PERIOD

All new or rehired regular full-time employees shall be considered probationary employees for a period of one-hundred and eighty (180) calendar days of full-time employment. The probationary period shall be extended one (1) day for each scheduled working day the employee is absent for any reason during the probationary period, including vacation, sick leave and holidays. If at the end of the probationary period the Township determines, in its sole discretion, that further evaluation time would help determine the employee's ability to perform the job, the Township may extend the probationary period for another ninety (90) calendar days. The extended probationary period shall be extended one (1) calendar day for each calendar day the employee is absent during the extended probationary period. The Union and the employee will be given notice of an extension. There shall be no seniority among probationary employees. Employees who completed probationary periods in a full-time status and who were converted to part-time employees shall not be required to fulfill an additional probationary period if returned to full-time status.

SECTION 2. PART-TIME PROBATIONARY PERIOD

All new or rehired regular part-time employees shall be considered probationary employees for a period of 975 hours of employment. In its discretion, the Employer may extend the probationary period up to an additional 488 hours of employment upon proof of an unsatisfactory evaluation to the Union and probationary employee.

SECTION 3. PROBATIONARY STATUS

The Union shall be the exclusive collective bargaining representative for probationary employees for rates of pay, wages, hours of employment and other conditions of employment, except that the Employer shall have the sole discretion in matters of discipline and discharge affecting probationary employees. Extension of probation, discharge or discipline of such probationary employees shall not be subject to the grievance procedure since probationary employees serve at the will of the Employer.

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ARTICLE 8

TEMPORARY/SEASONAL EMPLOYEES

SECTION 1.

Temporary/Seasonal employees, as defined in Article I, Section 2, may be hired from time to time to supplement the regular workforce for the purpose of performing special projects, performing seasonal work, serving as precinct workers at Township elections, performing election-related work in the Clerk's office, temporarily filling vacancies of regular employees including those who may be on vacation or otherwise absent from work, providing temporary additional help to the Employer, etc. Temporary employees are not part of the bargaining unit and shall not be subject to the terms of this Agreement. As such, temporary/seasonal employees shall not acquire seniority and their period of employment shall not be credited towards a probationary period for a bargaining unit position. The Union President will be notified of a temporary employee's hiring date, purpose, and approximate length of hire.

SECTION 2.

The use of temporary/seasonal employees shall not cause the layoff of any employee in the bargaining unit.

SECTION 3.

Temporary/seasonal employees hired to do the same work as a bargaining unit employee in a specific classification included in the bargaining unit shall receive an hourly rate up to $1.00 above the maximum rate for that classification, unless the Employer needs to pay a higher rate due to market conditions.

SECTION 4.

Temporary/seasonal employees shall not be offered regularly scheduled overtime ordinarily offered to employees in the bargaining unit unless and until such employees have been offered the opportunity to perform such work. This section shall not apply if temporary/seasonal employees work overtime on a special project.

ARTICLE 9

SENIORITY

SECTION 1. **DEFINITION**

Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the Employer from his/her last date of hire for regular full-

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time employees. Seniority for regular part-time employees shall be pro-rated based on hours worked. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames. Seniority shall commence only after the employee completes the probationary period provided in Article 13, but upon completion of the probationary period, seniority shall revert back to the last date of hire. Continuous service is defined as that time actually spent on the active payroll of the Employer, plus approved leaves of absence, unless otherwise provided in this Agreement. The application of seniority shall be limited to the preferences and benefits expressly provided for in this Agreement.

SECTION 2. SENIORITY LIST

Upon the signing of this Agreement, the Employer and the Union will initial an up-to-date seniority list. The Employer shall also post a copy of the seniority list on the bulletin board. Any corrections to the list must be requested in writing within thirty (30) days. At the end of this period, the Employer and Union shall sign the list, which shall become final and binding. The Employer shall furnish the Union an up-to-date seniority list twice each year, in the first week of January and July. After the thirty (30) day correction period as stated above, the Employer and Union shall sign the list, which shall become final and binding.

SECTION 3. TERMINATION OF SENIORITY

A. An employee's seniority and employment shall terminate if he/she:

(1) quits, resigns, or retires; (should the employee retire and maintain their current position in a part-time capacity, they shall retain their full-time seniority and pay grade; however, once that change takes place they shall begin to accumulate seniority on a the part-time basis)

(2) is discharged and not reinstated through the grievance process;

(3) is laid off for a period of one (1) year, or the length of his/her seniority, whichever is less;

(4) fails to report to work within three (3) days following recall from layoff;

(5) is absent without notifying the Employer for two (2) consecutive working days;

(6) fails to return from a leave of absence, vacation or sick leave at the designated time;

(7) engages in other employment during a leave of absence, unless authorized by the Employer;

(8) is permanently laid off because of a permanent curtailment or elimination of his/her department or job;

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B. To invoke this Section, the Employer will send written notice to the Union and employee, by registered mail to his/her last known address, that his/her seniority has been forfeited and his/her employment terminated.

SECTION 4. **NOTICE**

It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number, as it appears on the Employer's records, shall be conclusive when used in connection with the layoffs, recalls or other notices to employees.

ARTICLE 10

SPECIAL CONFERENCES

SECTION 1.

Upon mutual written agreement, the Union President and the Township Supervisor may arrange a special conference between the Union and the Employer at a mutually agreed time for a discussion of important matters. Such meeting shall be between not more than three (3) representatives of the Employer and not more than three (3) representatives of the Local Union, unless additional representation is mutually agreed upon by both parties. A representative of TPOAM, as well as the Township Attorney or a legal representative of the Township, may attend special conferences.

SECTION 2.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters to be discussed in special conferences shall be confined to those included in the agenda, and shall not include grievances or requests for amendments in this Agreement, unless agreed to by both parties in advance.

SECTION 3.

Any Letter of Understanding resulting from a special conference shall be set forth in writing and approved or rejected by the bargaining unit and the Township within a period of fourteen (14) days following the conclusion of the special conference. If approval or rejection by the Township Board is required, such action of the Board will be taken at the next regular meeting of the Board following the special conference.

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ARTICLE 11

GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

A. "Grievance" is defined as an alleged violation of a specific Article and Section of this Agreement.

B. "Class Action Grievance" is defined as a grievance affecting the entire bargaining unit. Class action grievances shall start at Step 3 below.

SECTION 2. PROCEDURE

If a grievance or class action grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work, but such grievance may be submitted to the following Grievance Procedure, using mutually agreeable forms:

STEP #1: (Informal) An employee shall discuss the grievance with the employee's immediate supervisor (or with the relevant Department Head, if the grievance involves the actions of a Department Head) in an effort to resolve the problem. The Steward may be present. (If the grievance involves the actions of a Department Head who is not the grievant's immediate supervisor, Step 2 below shall not apply, and the grievance may be advanced directly to Step 3 if necessary).

STEP #2: (Formal) If the matter has not been resolved informally, a formal written grievance must be filed with the employee's immediate supervisor within five (5) working days following the occurrence which is the basis of the grievance or within five (5) working days following the date the affected employee (or the Union in the case of a class action grievance) first reasonably should have known of the occurrence which is the basis of the grievance. The grievance must be signed by the affected employee(s) (or by a Union official for a class action grievance) stating the specific Article and Section of this Agreement alleged to be violated, together with the facts giving rise to the grievance and the relief requested. Within seven (7) working days starting the next day following receipt of the grievance, the immediate supervisor will submit to the Union a written response to the grievance. The immediate supervisor may call a meeting with the employee and the Steward to discuss the subject matter of the grievance before the immediate supervisor submits his/her written response. (If the employee's immediate supervisor is also the Department Head, the Step 2 meeting shall not apply, and the grievance may be advanced directly to Step 3 if necessary.)

STEP #3: In the event the decision rendered in Step #2 (or Step #1, if the grievance involves a Department Head who is not the grievant's immediate supervisor) is not satisfactory to the employee, he/she shall submit a Grievance

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Form within seven (7) working days (starting the next day following receipt of the decision) to the Department Head, with a copy to the Human Resources Director. The Human Resources Director will schedule a meeting to discuss the grievance with the Department Head, immediate supervisor (where applicable), the employee and the Steward. The Department Head will render a decision to the Union within seven (7) working days starting the next day following receipt of the Step 3 Grievance Form.

STEP #4: In the event that the decision rendered in Step #3 is not satisfactory, the employee shall submit a Grievance Form to the Township Supervisor within seven (7) working days starting the next day following receipt of the decision. The Township Supervisor shall render a decision to the Union within (10) working days starting the next day following receipt of the Step 4 Grievance Form.

SECTION 3. GENERAL

A. All grievances must be filed in writing with the grievant's immediate supervisor within the timeframe specified in Step 2 or they will be deemed waived. Any grievance not advanced to the next Step by the employee or the Union within the time limit in the Step shall be deemed abandoned. If the Employer does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by mutual agreement of the Employer and Union in writing.

B. The Township shall not be required to pay back wages prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of the back pay. Such employee shall have the burden of showing that he/she was actively seeking employment during such time.

C. Any grievance settlement reached between the Employer and the Union representative is binding on all employees affected.

D. The grievant and steward (or steward and one other bargaining unit member, in the case of a class action grievance) will be released for Step meetings without loss of time or pay when held during working hours.

E. Where a grievance affects multiple employees but not the entire bargaining unit, the Union shall identify in the grievance the names of all individuals affected and the remedy sought for each.

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ARTICLE 12

ARBITRATION

SECTION 1. SELECTION OF ARBITRATOR

In the event the grievance is not satisfactorily settled in Step 4, TPOAM shall have twenty (20) calendar days starting the next day following receipt of the Step 4 answer (or, if the Employer does not provide a Step 4 answer, starting the next day following expiration of the time period for the Township Supervisor to render a Step 4 decision) in which to give the Employer written notice of TPOAM's intent to proceed to arbitration by providing a list of arbitrators as noted below. If such notice is not so submitted within twenty (20) calendar days, the grievance will be considered closed on the basis of the last disposition.

In order to notify the Employer of TPOAM's intent to proceed to arbitration, TPOAM shall send a list of arbitrators to the Employer to see if the parties can mutually agree upon an arbitrator ad hoc. If the parties are unable to agree within fifteen (15) calendar days starting the next day following the Employer's receipt of the list, the Union shall file the case with the American Arbitration Association (AAA), and an Arbitrator shall be appointed under its rules and procedures. If the case is not timely filed with AAA within an additional fifteen (15) calendar days starting the next day following expiration of the fifteen (15) calendar day ad hoc process, the grievance will be considered closed on the basis of the last disposition.

SECTION 2. FINAL AND BINDING DECISION

The decision of the arbitrator shall be final and binding on all parties if within the scope of his authority as set forth below.

SECTION 3. POWERS OF THE ARBITRATOR

The jurisdiction of the arbitrator shall be limited to the determination of grievances as defined in Article 11, Section 1. If the arbitrability of any grievance is disputed, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator's powers shall be limited to deciding whether the Employer has violated, misapplied or misinterpreted any of the express terms of this Agreement. The arbitrator shall have no power to decide any questions that under this agreement are within the authority of the Employer to decide, nor shall he/she substitute his/her judgment for that of the Employer. The arbitrator shall have no power to establish salary or wage scales or change any salary or wage.

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SECTION 4. **NO APPEAL**

There shall be no appeal from the arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Township.

SECTION 5. **ARBITRATION COSTS**

Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his/her travel expenses and the cost of any room or facilities, shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. The Union President or designee shall be afforded reasonable time during regular working hours, without loss of pay, to attend an arbitration hearing, provided this does not interfere with or disrupt the operations of the Township.

ARTICLE 13

PERSONNEL FILE

The Employer agrees to distribute booklets regarding the Bullard-Plawecki Act to current employees and new hires. Proof of receipt by the above will be provided to the Union by the Employer.

ARTICLE 14

TESTS

If the Employer decides to schedule testing in order to assist in the assessment of applicants' or employees' ability to fill a vacancy, the Employer will schedule testing at Schoolcraft College or some other third-party organization. If an employee successfully passes an examination, then the employee will be put on an eligibility list. The employee will be notified of the results of the test by the Employer within five (5) days.

Tests will be job related. At the time of posting, the nature and subject(s) of the test(s) will be identified.

An employee who wishes to take a job-related test on his/her own initiative and have the results placed in his/her personnel file to be considered for a future job opening may arrange to schedule a test at Schoolcraft College, provided the employee pays for the cost of the test through payroll deduction and takes the test on his/her own time. Employees will be notified of the results within five (5) days of receipt by the Employer. This provision will not prevent the Employer from requiring an employee to take or re-take a test at the time of a job opening in order to be considered for such opening.

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ARTICLE 15

DISCIPLINE

SECTION 1. JUST CAUSE/PROGRESSIVE DISCIPLINE

The Employer shall not discipline or discharge any seniority employee without just cause and such action shall be subject to the grievance procedure. Except as stated below, the Employer agrees to engage in progressive discipline, up to and including termination. Toward this end, disciplinary actions will be taken progressively in the order listed below. However, it is recognized that based on the nature of the conduct, progressive discipline may not be appropriate in every case, and the Employer reserves the right to act based on the individual circumstances of each situation.

- Oral Reprimand is a verbal notice to an employee that his/her behavior or performance must be improved or corrected. The oral reprimand will also define the improvement or corrective action required and inform the employee that failure to comply with the oral warning will result in more serious action. The Employer shall record the date and subject of the oral reprimand and shall place a confirmation of oral reprimand in the employee's personnel file.

- Written Reprimand is a written notice to an employee that his/her behavior or performance must be improved or corrected. Such notice shall contain a statement of the cause for the action, improvement or corrective action required of the employee, time frames for such action and possible results of the employee's failure to comply. Written reprimands shall be placed in the employee's personnel file.

- Suspension is the temporary removal of an employee from duty, with or without pay. The Employer may suspend an employee pending investigation. Suspension shall also be used when other means have been tried without success and it is believed that suspension will bring about the required improvement in the employee's behavior or performance, or when the situation is sufficiently serious to warrant such action.

- Involuntary termination is the removal of an employee from the employ of the Township.

SECTION 2. USE OF DISCIPLINE

Materials relating to disciplinary action which are more than three (3) years old will not be used in subsequent discipline unless otherwise stated in the disciplinary action, providing that there have been no subsequent recurrences of the kind of behavior which led to disciplinary action.

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SECTION 3. **RULES**

The Employer reserves the right to establish reasonable rules and regulations governing the conduct of its employees.

SECTION 4. **UNION NOTIFICATION**

The Employer will inform the Union that an Employee has been disciplined in instances of written reprimand, suspension and discharge.

ARTICLE 16

LAYOFF AND RECALL

SECTION 1.

In the event that the Employer determines to lay off employees, such layoff will be from classifications and departments selected by the Employer and in numbers determined by the Employer subject to the terms and conditions specifically provided for in this Agreement.

SECTION 2.

In the event a decision to layoff is made, the Township Supervisor shall notify the Union President and any employee(s) to be laid off at least seven (7) calendar days before the layoff. The Township has the right to pay employees for work the employee was scheduled to perform during the seven (7) calendar days in lieu of actual notice. Notice will be given to the employee in writing or sent certified mail to the employee's last known address in the personnel file. Upon notice of layoff the Union and Employer shall meet, upon request of the Union, to discuss alternatives to layoff.

SECTION 3.

Layoff of employees within a selected job classification in a department shall occur in the following order, provided that the employees who remain have the experience, certifications, then-present ability and training to perform the required work:

A. Temporary employees;

B. Probationary employees, in reverse order of hire date;

C. Regular employees, in reverse order of seniority.

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SECTION 4.

As stated below, a regular employee who is laid off ("the laid off employee") may choose to bump into a position within the bargaining unit of equal or lower classification which is held by an employee with less seniority, provided the laid off employee has the experience, certifications, then-present ability and training to perform the required work. A laid off employee choosing to bump must bump the least senior employee in the laid off employee's present classification. "Present classification" shall mean the employees' current job title (e.g. "Ordinance Officer" or "Solid Waste Coordinator" or "Records Management Analyst"). If there are no lesser seniority employees in the laid off employee's present classification, the laid off employee may choose to bump the least senior employee in the bargaining unit who occupies an equal or lower classification, provided the laid off employee has the experience, certifications, then-present ability and training to perform the required work. A full-time laid off employee may bump into a part-time position only if there is no full-time position into which he/she may bump. A part-time laid off employee may only bump into a part-time position.

SECTION 5.

For purposes of this section, "equal classification" shall mean any of the following classifications listed within the same grouping as the laid off employee's present classification and "lower classification" shall mean any of the following classifications listed in a grouping beneath the employee's present classification:

Accountant-General Ledger
Information Systems Trainer

Building Inspector

Accountant-Payables

Building Department Coordinator

Ordinance Officer
Solid Waste Coordinator
Records Management Analyst
Election Specialist

Office Manager
Water Billing Specialist
Senior Records Clerk/Police

Administrative Assistant-Treasurer

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Administrative Assistant-Fire
Administrative Assistant-DPW
Administrative Assistant-Assessing
Administrative Assistant-DPS
Administrative Assistant-Community Development
Administrative Assistant-Clerk
Administrative Assistant-Police
Administrative Assistant-Building

Building Maintenance

~~Part-time Administrative Clerk-Police, or DPW~~,
Part-time Recording Secretary

~~Part-time Operator~~

SECTION 6.

A laid off employee must notify the Employer in writing of his/her intention to exercise bumping rights within five (5) working days of the date of his/her layoff notice or he/she shall forfeit all rights to bump.

SECTION 7.

A laid off employee who bumps into another position shall be paid at the pay rate of the new position.

SECTION 8.

In the event the laid off employee who has bumped does not perform satisfactorily in the new position, such employee shall be removed and placed on layoff status from his/her old position. During layoff no fringe benefits shall accrue, but seniority shall accrue for up to one (1) year or the period of layoff, whichever is shorter.

SECTION 9.

Recall of laid off employees within a selected job classification in a department shall be in reverse order of layoff. Laid off employees shall have five (5) working days from the date of notification by registered or certified mail to their last known address within which to return to service. If the employee fails to return during this period, he/she shall forfeit his/her seniority and rights of recall and his/her employment with the Employer shall be terminated.

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ARTICLE 17

~~VACANCIES AND TRANSFERS~~

~~SECTION 1.~~

~~Vacancies that are to be filled by transfer or promotion will be posted on the Union bulletin board(s) for a period of at least five (5) working days, and the Union President will be furnished with a copy of the posted notice at least one day in advance of the posting. The Employer may simultaneously advertise vacancies externally.~~

~~SECTION 2.~~

~~In evaluating applicants, the Employer shall determine the ability and qualifications of the applicants and select from among the three (3) most senior qualified employees bidding on the job. The Employer will reserve the right to hire from outside the bargaining unit, if no employee is qualified to fill the vacancy or no bids are received from employees in the bargaining unit. The Employer will provide notice to all applicants and to the Union President once a vacancy has been filled. Employees selected by the Employer for a new position will serve a forty five (45) day trial period in the position. During the trial period either the employee or the Employer may return the employee to his/her previous position. The Employer reserves the right to retain a promoted employee in her/his current position until such time as that position has been filled and a training period, if necessary, but not to exceed fifteen (15) working days, has occurred.~~

~~SECTION 3.~~

~~Notwithstanding the above, an employee may be permanently transferred within the bargaining unit by the Employer from one position, classification or shift to another if the employee consents to the transfer or if the Employer determines it is in the best interest of the employee, Township and public or for medical or safety reasons. If the transfer is to a higher-rated classification, the transferred employee shall initially be paid at the earliest step in the classification which results in a pay increase. Thereafter, the employee shall advance on the pay scale in accordance with her/his length of service in the new classification.~~

TRANSFERS, PROMOTIONS, AND NEW CLASSIFICATIONS

SECTION 1.

Vacancies that are to be filled by transfer or promotion will be posted on the Union bulletin board(s) for a period of at least five (5) working days, and the Union President will be furnished with a copy of the posted notice at least one day in advance of the posting. The Employer may simultaneously advertise vacancies externally. Transfers and promotions shall be made on the basis of qualifications, ability, and seniority. The specific process utilized to fill a

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particular vacancy by transfer or promotion shall be at the sole discretion of the Employer and will be determined on a case-by-case basis.

The Employer reserves the right to hire from outside the bargaining unit, if no employee is qualified to fill the vacancy or no bids are received from employees in a bargaining unit. The Employer shall provide notice to all applicants and to the Union President once a vacancy has been filled.

Employees selected for a new position by either transfer or promotion will serve up to a 45-day trial period in the position. During the trial period, either the employee or the Employer may return the employee to his/her previous position.

SECTION 2.

Currently filled job classifications may be changed, at the discretion of the Employer, to a higher classification without being posted. The employee will be paid based on qualifications, ability, and years of service within the range of the higher classification

SECTION 3.

An employee required by the Employer to work in a higher classification for more than two (2) consecutive weeks shall be paid at the pay step in the higher classification for the entire period of time the employee has worked in the higher classification.

~~ARTICLE 18~~

~~NEW CLASSIFICATIONS~~

~~When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, the Employer shall set up a new classification and rate covering the job in question and shall designate the classification and rate as temporary and furnish the Union President with a copy. The new classification and rate shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Union President. During the thirty (30) day period, but not thereafter, the Union may request the Employer to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date the employee started on the job, except as otherwise mutually agreed.~~

ARTICLE 18~~19~~

WAGES

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Employees shall be paid in accordance with the Classification Schedules attached as Appendix A, which shall reflect the following agreed to annual wage increases during the term of this Agreement.

Effective Date	Wage Increase
January 1, 2016 2019	~~2%~~2.5%
January 1, 2017~~2020~~	~~2%*~~2.5%
January 1, ~~2018~~2021	~~2% *~~2.5%
January 1, 2022	2.5%

~~*Pursuant to Article 39, Duration of Agreement, the Union has the right to reopen negotiations to discuss additional wages to be effective January 1, 2017 and January 1, 2018.~~

In addition to the above, all employees in the bargaining unit who are on the payroll on the date the Union ratifies this Agreement, will receive the following one-time signing bonus to be paid with the employee's regular pay on ~~December 23, 2015~~ March 29, 2019~~.~~:

Full-Time Employees:	~~1% of the employee's 2015 base wages~~$300
Part-Time Employees:	~~$250~~ $150

ARTICLE 19~~20~~

HOURS OF WORK

SECTION 1. HOURS

The normal work day for full-time employees shall be seven and one half (7.5) hours excluding non-paid lunch periods. The normal work week for full-time employees shall consist of five (5) work days in a thirty- seven and a half (37.5) hour work week.

SECTION 2. LUNCH PERIODS

Full-time employees will have a one-hour unpaid lunch period for each full work day.

SECTION 3. ATTENDANCE

A. Employees are expected to report to work on time and to observe working hours that have been established.

B. In recognition of the difficulties imposed upon the Township through failure of employees to comply with working schedules, employees shall give prior notice to their immediate supervisor whenever they expect to report late or to absent themselves from work.

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C. Absent employees must notify their immediate supervisor, unless it is physically impossible to do so, within one-half (1/2) hour prior to or one-half (1/2) hour after the work day begins. Employees who fail to do so will be considered to be absent without pay. All employees are required to call in on each day that he or she will be absent unless the employee provides acceptable medical documentation to support a longer absence.

ARTICLE 20~~21~~

OVERTIME AND COMPENSATORY TIME

SECTION 1. OVERTIME DEFINED

Overtime for full-time and part-time employees is defined as all hours worked over ~~thirty-seven and a half (37.5)~~seven and a half (7.5) for full-time and eight (8) for part-time **during** a work ~~week~~ day by a non-exempt employee. ~~Overtime for part-time employees is defined as all hours worked over forty (40) during a work week by a non-exempt employee.~~

SECTION 2. PRIOR APPROVAL REQUIREMENT

An employee must receive prior approval from his/her immediate supervisor or Department Head for overtime work.

SECTION 3. COMPENSATION FOR OVERTIME

A non-exempt full-time and part-time employee who works in excess of ~~thirty-seven and a half (37.5) hours during a work week~~seven and a half (7.5) hours in a work day for full-time and eight (8) hours in a work day for part-time will be compensated for each hour of overtime worked at the rate of one and one-half (1 ½) times his/her regular rate of pay or shall receive compensatory time as stated below. A non-exempt full-time and part-time employee who works in excess of sixteen (16) hours in a day will be compensated for each hour over sixteen (16) worked at the rate of two (2) times his/her regular rate of pay. ~~A non-exempt part-time employee who works in excess of forty (40) hours during a work week will be compensated for each hour of overtime worked at the rate of one and one-half (1 ½) times his/her regular rate of pay or shall receive compensatory time as stated below.~~

SECTION 4 CALL-IN OVERTIME

Any employee called in or scheduled to work during non-scheduled working hours shall be guaranteed a minimum of two (2) hours of work.

SECTION 5. ELIGIBILITY FOR COMPENSATORY TIME

Employees who work overtime as defined above will have the option of receiving compensatory time off in lieu of monetary compensation for overtime if mutually agreed between the employee and his/her supervisor. Compensatory time will be granted at a rate of one

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and one-half (1 ½) hours for each hour of overtime in excess of ~~thirty-seven and a half (37.5)~~seven and a half (7.5) in ~~any one~~ a work ~~week~~ day. ~~for full-time employees~~ and in excess of ~~forty (40)~~eight (8) hours in ~~any one~~a work ~~week~~ day for part-time employees.

SECTION 6. AMOUNT OF COMPENSATORY TIME ACCRUED

Each employee may accrue up to fifteen (15) hours of compensatory time. Employees will be compensated in wages for any subsequent overtime hours worked until the number of accrued hours of compensatory time falls below the limit.

SECTION 7. REQUESTING USE OF COMPENSATORY TIME

An employee who requests the use of accrued compensatory time will be permitted to use the time off within a reasonable time after making the request, or at some other mutually agreed time if the original request would unduly disrupt department operational needs and staffing requirements. Employees are required to use compensatory time before using accrued vacation leave or personal days.

SECTION 8. PAYMENT OF COMPENSATORY TIME UPON TERMINATION

Upon termination of employment, employees will be paid for all unused compensatory time at the rate of pay when earned.

ARTICLE 21~~22~~

NON-PAID LEAVE OF ABSENCE

SECTION 1. FAMILY AND MEDICAL LEAVE

Family and Medical Leave, as specified in Federal law (Family and Medical Leave Act (FMLA) of 1993) and Township policy, is available to eligible employees who wish to take time off from work to attend to circumstances as outlined in the law. Employees are eligible to take FMLA leave if they have worked for the Township for at least 12 months, or 52 weeks, and have worked at least 1250 hours in the preceding 12-month period before leave is requested.

SECTION 2. NON-FMLA LEAVE

A. For non-FMLA circumstances, upon written approval the Employer may grant an unpaid leave of absence to bargaining unit employees for a period of up to ninety (90) calendar days. Such leave may be extended upon written approval by the Employer. Seniority shall not accumulate during such leave.

B. Employees returning from an unpaid leave of ninety (90) days or less will be re-employed in the original position and classification held at the time of the leave of

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absence. No rights of reinstatement shall exist after an unpaid leave of absence is extended in excess of ninety (90) days. Military leaves will be treated as required by law.

C. Employees on leave must report for work not later than the first working day following the expiration of their leave.

D. Any employee who seeks and/or obtains employment while on a leave of absence shall be automatically terminated from the Township effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

E. Employees on non-FMLA leaves shall not be entitled to any benefits.

ARTICLE 22~~23~~

SICK LEAVE

SECTION 1. METHOD OF EARNING

A regular full-time employee shall earn one (1) sick day for each month he/she works at least eighteen (18) work days during a calendar month. (For purposes of this section only, annual leave, sick leave, personal business and holidays shall be considered time worked.)

"Regular Part-Time Employee" shall mean an employee who has completed his/her probationary period and whose normal schedule of work usually consists of less than thirty-seven and a half (37.5) hours per week. Regular part-time employees are not eligible for benefits, except as follows. Regular part-time employees who worked 120 hours in a calendar month shall earn sick leave and annual leave for such month according to the following schedule:

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Hours worked during the month	Hours of Leave Time
At least 120 hours and less than 130	6 hours
At least 130 hours and less than 140	6.5 hours
140 or more hours	7 hours

SECTION 2. METHOD OF USE

A. Sick days may be used in the same period when earned.

B. The maximum accumulation allowed is forty-five (45) days (three hundred thirty-seven and a half (337.5) hours).

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C. Sick days may be used in increments of one-half (1/2) workday (3.75 hours.) Effective January 1, 2006, an employee may use sick leave in two (2) hour increments up to four (4) times per calendar year.

D. Accumulated sick leave shall be paid upon termination or retirement up to a maximum of forty-five (45) days, (three hundred thirty-seven and a half (337.5) hours) based on the regular hourly wage rate pursuant to state and federal wage and hour laws.

E. Sick time in excess of three hundred thirty-seven and a half (337.5) hours will be bought back by the Township at one-half (1/2) the regular hourly wage rate as of December 1st of that year in which the time was earned. Sick leave buy back payments will be made no later than the second pay period in January the following year.

SECTION 3.

Emergency sick leave (e.g. becoming ill at work) will be charged against the employee's sick bank in hourly increments. Otherwise, sick leave must be used in either three and three-quarters (3.75) or seven and one half (7.5) hour blocks.

SECTION 4.

In order to receive compensation while absent on sick leave, the employee must notify his/her supervisor, unless it is physically impossible to do so, within one-half (1/2) hour prior to or after the workday begins. Employees are required to call in each day that he/she will be absent unless the employee provides acceptable medical documentation to support a longer absence.

SECTION 5.

The Employer may require that employees provide specific and detailed medical data from the employee's doctor stating the cause of the absence whenever sick leave is taken and the employee is absent for three (3) consecutive work days or when the Employer has a reasonable belief that the employee is abusing the privileges of this Article.

SECTION 6.

Sick time may be utilized by an employee for illness, injury, disability or appointments with a doctor, dentist or other recognized practitioner.

SECTION 7.

Sick Leave Supplemental Bank. In addition to the sick leave accumulation covered in this Article, all full-time employees on the payroll the first day of each month shall earn an additional seven and a half (7.5) hours per month that shall remain in a supplemental sick leave bank.

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A. The supplemental sick bank is to be used only if:

1. The employee has exhausted all of his or her regular sick time accumulation bank hours; and

2. The employee suffers an illness or injury that causes the employee to be absent from work for at least two (2) weeks; and

3. The employee has no other benefit (paid time) to cover the period of time between the onset of the illness or INJURY AND THE COMMENCEMENT OF DISABILITY insurance benefits [i.e., the current forty-five (45) workday long-term disability benefit elimination period]. Once a person meets the LTD benefit elimination period, that person must utilize the LTD benefit and may not utilize any other supplemental sick time benefits; nor may an employee supplement LTD coverage through the use of these benefits.

B. The supplemental sick bank is in the nature of a supplemental short-term disability benefit and is to be utilized only for illness or injury. Therefore, the supplemental sick bank has no cash value either at the end of the year, or at termination, or retirement.

C. Maximum accumulation is three hundred thirty-seven and a half (337.5) hours of supplemental sick leave for supplemental hours earned on a monthly basis.

D. This benefit is not transferable.

ARTICLE 23~~24~~

PERSONAL BUSINESS DAYS

Upon completion of the probationary period, a regular full-time employee may utilize up to two (2) days each calendar year for personal business reasons with prior approval of the employee's Department Head. Personal business days are not earned, accumulated, or carried over from year to year, but are provided only if the need for such arise. Personal Business Days are not charged against sick leave or annual leave.

Personal Business Days may only be used in increments of not less than one-half day, i.e. in increments of 3.75 hours. Personal Business Days may not be used the day prior to or the day after a paid holiday, unless approved in advance by the employee's supervisor.

~~ARTICLE 25~~

~~BEREAVEMENT LEAVE~~

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~~**SECTION 1.**~~

~~Any regular full-time employee who, while actively working, shall suffer death in his/her immediate family (as defined in Section 2 of this Article) shall be granted time off with pay for the number of regular, scheduled hours worked, for up to three (3)five (5) work days. Such absence shall not be chargeable to personal business, sick or annual leave.~~

~~**SECTION 2.**~~

~~Bereavement leave shall be authorized for the death of any of the following relative(s) of an eligible employee; spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchild, mother in-law or father in-law.~~

~~**SECTION 3.**~~

~~An employee may use one (1) day from accumulated sick leave for the death of the Employee's aunt, uncle, niece, nephew, brother in-law, sister in-law,, daughter in law or son in-law.~~

ARTICLE 24

BEREAVEMENT LEAVE

Each full-time employee shall be granted time off with pay to attend, make plans, arrangements, and travel to a funeral in accordance with the following procedures:

SECTION 1.

A. In the event of a death in the immediate family, the full-time employee shall be granted day of death through day of funeral, not to exceed five (5) work days. "Immediate family" shall be defined as: spouse, children, father, mother, brother, sister, son-in-law or daughter-in-law of employee or of the spouse. In the event of the death of a grandparent of an employee or an employee's spouse, a full-time employee may be granted time off between day of death and the day of the funeral, not to exceed two (2) days.

B. A full-time employee shall be granted the day of the funeral in the event of a death to aunts, uncles, nieces and nephews of the employee and to aunts and uncles of the employee's spouse. An employee may request up to a total of 5 days of bereavement leave if the funeral is over 500 miles away from the employee's residence.

C. The compensation to be paid for funeral leave days shall not be paid unless the full-time employee is otherwise regularly scheduled to work the funeral leave day(s). to the degree the funeral leave days include days when the employee is not regularly scheduled to work, the employee shall not be paid for the same.

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SECTION ~~4~~2.

In the event of a death of an Employee's natural mother, natural father, children or spouse, the Employee, upon request, may use two (2) additional days deducted from accumulated sick leave.

SECTION ~~5.~~3

An eligible employee must notify his/her immediate supervisor, if possible, prior to taking bereavement leave.

~~**SECTION 6.**~~

~~Bereavement leave may be extended up to a total of five (5) working days if the funeral service attended is more than 500 miles one way from the employee's residence.~~

SECTION ~~7~~4.

The Employer may require written documentation from a funeral home confirming the relationship with the deceased.

ARTICLE 25~~26~~

ANNUAL LEAVE

SECTION 1.

Each regular full-time employee will earn annual leave with pay ("annual leave") in accordance with the following provisions.

SECTION 2.

Annual leave is earned in each calendar year (January 1 to December 31) for use in the next calendar year. Unless authorized by the Township Supervisor in writing, annual leave not used in the eligible calendar year is automatically lost and removed from the books.

"Regular Part-Time Employee" shall mean an employee who has completed his/her probationary period and whose normal schedule of work usually consists of less than thirty-seven and a half (37.5) hours per week. Regular part-time employees are not eligible for benefits, except as follows. Regular part-time employees who worked 120 hours in a calendar month shall earn sick leave and annual leave for such month according to the following schedule:

Hours worked during the month	Hours of Leave Time

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At least 120 hours and less than 130	6 hours
At least 130 hours and less than 140	6.5 hours
140 or more hours	7 hours

SECTION 3.

Annual leave may not be taken before it has been earned or before an employee has completed his/her initial probationary period, including any extension of probation.

SECTION 4.

In accordance with the following schedule, each regular full-time employee will earn annual leave during months where the employee works 18 paid days. For purposes of this section, time worked includes paid sick leave, annual leave or personal leave.

Years of Service	Annual Leave Earned
From date of hire to less than 5 years	1 day per month
At least 5 years but less than 10 years	1.5 days per month
At least 10 years but less than 15 years	2 days per month
At least 15 years but less than 20 years	2.08 days per month
20 years or more	2.17 days per month

SECTION 5.

Should an employee leave the employ of the Township, annual leave earned for the calendar year in which the employee terminates service as well as that accrued for the next succeeding calendar year shall be paid by the Employer at the employee's most recent wage rate pursuant to state and federal wage and hour laws.

SECTION 6.

Emergency unscheduled annual leave days may be used in increments of no less than one (1) work day.

SECTION 7.

Annual leave schedules are approved at the discretion of the employee's Department Head and shall not be unreasonably denied. Each Department Head shall ensure that his/her department is adequately covered.

SECTION 8.

Annual leave will be paid at the employee's straight time rate of pay.

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SECTION 9.

Paid holidays falling within a period when the employee is using annual leave will not be charged against earned annual leave.

ARTICLE 26~~27~~

HOLIDAYS

SECTION 1.

All regular full-time employees who have completed their initial probationary period, including any extension of probation, and are otherwise eligible shall be paid seven and one-half (7.5) hours pay, unless stated otherwise, at their regular straight time rate for the following holidays, effective from the date of ratification by the Board of Trustees.

Regular part-time employees who work twenty-five (25) or more hours in a month that contains a holiday (as defined in Article 27) shall receive 3.75 hours of holiday pay. Regular part-time employees shall not be required to complete their probationary period in order to be eligible for holiday pay, but instead shall be paid beginning in the first month of employment provided the required number of hours are worked.

- New Year's Day
- President's Day
- Martin Luther King, Jr. Day
- Good Friday ~~(3.75 hours)~~
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Day Before Christmas
- Christmas Day
- Day Before New Year's Day

SECTION 2.

In order to be eligible for holiday pay, the employee must work or have an excused absence for the scheduled work days immediately preceding and following a holiday. Upon an employee's second sick leave absence on a scheduled work day immediately preceding or following a holiday, he/she shall be required to submit medical verification from a doctor stating

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the reason for his/her absence. Failure to produce this verification will result in loss of pay for such holiday period.

SECTION 3.

Whenever one of the holidays designated in Section 1 above falls on a Saturday or Sunday and there is no federal or state designated day for observance, Friday will be the day of observance for holidays falling on Saturday, and Monday shall be the date of observance for holidays falling on Sunday. The Township agrees that, when two (2) holidays fall consecutively on Friday and Saturday or Sunday and Monday, the Township shall notify the Union of the dates of observance.

SECTION 4.

A regular full-time employee who is required to work one of the following paid holidays shall be paid one and one-half (1.5) times his/her normal rate for all hours authorized by the Employer, in addition to his/her normal holiday pay, providing he/she meets all requirements of this Article: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. A regular full-time employee who is required by the Employer to work on any other holiday shall be paid at his/her regular rate, in addition to his/her normal holiday pay, providing he/she meets all requirements of this Article.

SECTION 5.

A regular full-time employee who is scheduled to work on any holiday but does not work such day shall receive no holiday pay for such day unless the employee has an excused absence.

ARTICLE 27~~28~~

JURY DUTY

Each employee shall be excused from his/her regularly assigned duties for jury duty. An employee will receive his/her regular wages during jury duty. Upon receiving his/her juror fees, the employee shall provide the Employer with a copy of the receipt for juror fees and present a check to the Township in the same amount (less mileage, if any is included in the jury fee).

ARTICLE 28~~29~~

RETIREMENT ~~AND PENSION~~

SECTION 1.

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A defined contribution ~~pension~~ retirement plan, that the Township provides either with John Hancock Life Insurance Company or Municipal Employees' Retirement System (MERS) at the discretion of the Township, covers regular full-time employees who are at least eighteen (18) years old. Such employees shall become participants on their date of hire as a full-time employee. The terms of the Plan Document for this ~~pension~~retirement plan and any Adoption Agreements adopted by the Township shall be controlling as to all matters concerning contributions, eligibility and other required matters. The following summarizes the plan:

SECTION 2.

The Township shall contribute the following amounts each year to the ~~pension~~retirement plan: fifteen (15%) percent of the employee's base wages.

SECTION 3.

An employee may contribute up to ten (10%) percent of the employee's base wages (after-tax) each year to the ~~pension~~retirement plan on a voluntary basis.

SECTION 4. **VESTING SCHEDULE**

A. For bargaining unit employees hired before April 1, 1993, the following schedule shall apply:

1. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).

2. Employer/Township contributions: Employee will be fully vested for all employer ~~pension~~retirement contributions after he/she completes 20 months of employment (100% vested after 20 months).

B. For bargaining unit employees hired after April 1, 1993 through April 1, 2002, the following schedule shall apply:

1. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).

2. Employer/Township Contributions:

20% vested after completion of one (1) year of service
40% vested after completion of two (2) years of service
60% vested after completion of three (3) years of service
80% vested after completion of four (4) years of service
100% vested after completion of five (5) years of service

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C. For bargaining unit employees hired after April 1, 2002, the following schedule shall apply:

1. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).

2. Employer/Township Contributions:

20% vested after completion of one (1) year of plan participation
40% vested after completion of two (2) years of plan participation
60% vested after completion of three (3) years of plan participation
80% vested after completion of four (4) years of plan participation
100% vested after completion of five (5) years of plan participation

ARTICLE 29~~30~~

RETIREE HEALTH CARE

SECTION 1. EMPLOYEES HIRED PRIOR TO JANUARY 1, 2009

A. Eligibility

Regular full-time employees hired prior to January 1, 2009, who retire from Township employment may be eligible for retiree health insurance as follows: The Employer will offer eligible retirees and their spouses health insurance comparable to that provided to full-time employees, including dental, optical and prescription drug riders, if any, provided that benefits are coordinated with Medicare, Medicaid and other benefits provided by subsequent employers or spousal employers (with Medicare as the primary insurer.). At the time of retirement, eligible retirees and their spouses shall have the option to select health insurance coverage under the HMO or PPO provided by the Township.

For regular full-time employees hired prior to January 1, 2009, eligibility will be based on acquiring at least 75 points that are equal to the sum of the employee's age and the number of years of service with the Township. Additionally, retirees will not be eligible for coverage unless they have completed at least ten (10) years of service and are at least sixty (60) years of age, or if they have completed at least twenty (20) years of service and are at least fifty-five (55) years of age.

B. Coverage

Coverage will be subject to the following:

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1. The maximum amount the Township will pay for retiree health care premiums will be equal to the cost of health insurance for active full-time employees for the same level of coverage under the corresponding HMO or PPO. (Example-if the Township pays $460 per month for single coverage for an active employee and the retiree rate is $620 for the selected plan, the Township will pay $460 per month and the retiree will pay $160 per month. If the Township pays $1,150 per month for two-person coverage for an active employee and the retiree rate is $1,550 for the selected plan, the Township will pay $1,150 per month and the retiree will pay $400 per month.) The retiree contribution shall be adjusted annually to reflect the then current difference between active and retiree health insurance costs.

2. For employees who retire on or after the date of ratification of this agreement, the Township will pay four percent (4%) for each complete year and an additional 1 percent (1%) for each quarter of a partial year up to the maximum amount from paragraph 1, above.

   (Examples - cost for health insurance for active full-time employees = $1,000 per month.

   Employee worked 15 years 1 month – Township pays 60% or $600 per month

   Employee worked 17 years 4 months – Township pays 69% or $690 per month

   Employee worked 20 years 11 months – Township pays 83% or $830 per month

   Employee worked 25 years – Township pays 100% or $1,000 per month.)

3. In no event shall the Township's payment for retiree health benefits be more than 80% of the total annual cost of the plan.

C. Coverage upon eligibility for Medicare

1. Retired Employee Becomes Medicare Eligible.

   When a retiree and his/her spouse becomes Medicare-eligible or when a retiree without a spouse becomes Medicare-eligible, in lieu of retiree health insurance the Township will provide an annual reimbursable amount not to be rolled over from year to year of $1,500.00 for single and $3,000.00 for a couple into a health reimbursable account which may be used for all medical expenses allowed under law. This payment shall be pro-rated in the calendar

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year when the payment first begins with the $1,500.00/$3,000.00 payment being based on a full calendar year.

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2. Spouse of Retired Employee Becomes Medicare Eligible.

   When the spouse of a retiree becomes Medicare-eligible prior to the retired employee becoming Medicare-eligible, the $1,500.00 annual payment into the health reimbursable account will be made on behalf of the spouse in lieu of health insurance for the spouse. The retired employee will continue to receive Township provided health insurance until such time as he/she becomes Medicare-eligible.

3. It shall be the responsibility of the retired employee and/or spouse to secure supplemental insurance.

4. On January 1, 2011, and each year thereafter, the amounts provided in this section shall be increased by the then most recent Social Security Consumer Price Index increase, if any increase is provided.

D. Retiree Opt-Out

Retirees who elect to waive medical benefits will be entitled to an annual taxable cash benefit in the amount of $3,900. Retirees wishing to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical benefits shall remain in effect from coverage year to coverage year unless revoked by the retiree, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement. As a condition of waiver of medical benefits, the retiree must submit a letter to Human Resources certifying that the retiree and the retiree's dependents will be covered under a health insurance plan, as well as any other documentation required by state and/or federal law. Said certification must be provided to Human Resources each year in order to maintain waiver of benefits.

1. In the event a retiree's outside insurance coverage is terminated for a reason that would permit re-entry into the Township's health insurance plan, the Township will endeavor to enroll the retiree and the retiree's eligible spouse, if one exists, in a Township sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier.

2. In the event of any conflict between the payment-in-lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

3. Employees must notify the Township within thirty (30) days of a status change which would effect a retiree's eligibility or benefit under this section.

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SECTION 2. EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2009

Regular full-time employees hired on or after January 1, 2009, in lieu of retiree health insurance, will be eligible to participate in a Health Reimbursable Account under the following terms: Township to contribute $75~~50~~ per pay. Employees shall vest 20~~50~~% after each year of plan participation ~~after 10 years of employment. 75% after 15 years of employment~~ **and** will be 100% vested after 5~~20~~ years of plan participation~~employment~~.

SECTION 3. SPOUSE DEFINED

Effective upon ratification any retirement benefits in this provision provided to the spouse of the employee, shall be limited solely to the employee's spouse at the time of retirement.

ARTICLE 30~~31~~

INSURANCE

SECTION 1. GENERAL

The Employer reserves the right to select or change insurance carriers, to be a self-insurer, either wholly or partially, and to choose the administrator of its insurance programs, as long as ~~similar~~ same or better benefits are provided.

The terms of any contract or policy issued by the insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. The Employer, by payment of or contribution towards premium payments required to provide the coverage set forth in this Article, shall be relieved from all liability regarding the benefits provided by the insurance company. The failure of any insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Employer or the Union, nor shall such failure be considered a breach of any obligation by either of the two organizations.

SECTION 2. LONG TERM DISABILITY

The Township will provide a long-term disability benefit consistent with the benefit in place at the time of the signing of this Agreement.

SECTION 3. TERM LIFE INSURANCE

The Employer will pay the required premiums for a term life insurance policy in the amount of $50,000.00 (reduced benefits at age 65, 70 and 75), $50,000.00 accidental death and dismemberment (reduced benefits at age 65, 70, and 75) for each insurable, full-time employee occupying a job classification covered by this Agreement.

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SECTION 4. HOSPITALIZATION, DENTAL AND VISION COVERAGE

A. The Employer shall continue to maintain health, dental, and optical insurance for regular full-time employees at the Employer's expense, subject to the provisions of Paragraph B (below). Dental coverage shall include a maximum $1,000.00 per person per contract year. Insurance benefit plans presently available are, BCN Medical, ~~Delta Dental~~Ameritas Dental, and ~~National Vision Administrators~~EyeMed Vision.

B. Employee health insurance programs are subject to the following:

1. Prescription co-pay (all programs) shall be a closed formulary plan with a co-pay of ~~$15.00~~ $10.00 for generic pharmaceuticals and a co-pay of ~~$50.00~~$20.00 for brand name pharmaceuticals. In those cases when a generic equivalent is available, but an insured or his or her physician insists on a brand name drug in lieu of the available generic equivalent, the employee shall be responsible for any additional cost of the brand name drug in excess of the generic equivalent to the extent not paid by the carrier, over and above the applicable ~~$50.00~~$40.00 co-pay. The employee will also be responsible for any additional costs of the non-formulary brand name drug in excess of the formulary equivalent to the extent not paid by carrier, over and above the applicable ~~$50.00~~$40.00 co-pay.

2. Health insurance provided to employees and their dependents shall include an office visit co-pay on all programs of $30.00, an urgent care co-pay on all programs of $35.00 and an emergency room co-pay on all programs of $100.00.

3. Insurance Premium Sharing as follows: Employees choosing health care coverage of any type will contribute 20% of the costs of the premium rate applicable to the employee and his/her spouse/eligible family, if eligible. This contribution will be made by means of payroll deduction spread evenly over each payroll period. There shall be no reimbursement by the Township of this contribution towards premiums.

C. The Employer will provide open enrollment on an annual basis.

D. The Employer's flexible benefit plan established as part of Section 125 of the Internal Revenue Code shall be available for utilization by members of the bargaining unit. Administration and limitations of this Plan shall be determined by the Township and as otherwise required by federal law or regulation.

E. Union members who wish to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical benefits shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or as

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otherwise provided in this Agreement. As a condition of waiver of medical benefits, the employee must submit a letter to Human Resources certifying that the employee and the employee's dependents will be covered under a health insurance plan. Said certification must be provided to Human Resources each year in order to maintain waiver of benefits.

1. In the event a union member's outside insurance coverage is terminated for any reason, the Township will endeavor to enroll the employee and the employee's eligible dependents in a Township sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier.

2. Union members who waive medical benefits will be entitled to a taxable cash benefit of $150.00 per pay period.

3. In the event of any conflict between the payment-in-lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

F. When the spouse of an employee becomes Medicare-eligible prior to the employee becoming Medicare-eligible, an annual payment of $1,500.00 will be made by the Township into a health reimbursable account in lieu of health insurance for the spouse which may be used by the spouse for all medical expenses allowed under the law. This payment shall be pro-rated in the calendar year when the payment first begins, with $1,500.00 payment being based on a full calendar year. The employee will continue to receive Township provided health insurance until such time as he/she retires at which point health care will be provided pursuant to Article 30 of this Agreement. On January 1, 2011, and each year thereafter, the amount provided in this section shall be increased by the then most recent Social Security Consumer Price Index increase, if any increase is provided.

G. To the extent the Federal or State government passes any laws that impacts health insurance for public sector employees, the Township may reopen the contract on the issue of health insurance only, by advising the Union within sixty (60) days of the passage of the law. This reopener applies even if the law exempts employees covered under current Agreements.

H. The plan shall include a $3,000/$6,000 annual individual/family in-network deductible, with such deductible to be paid in full by the Township.

I. EFFECTIVE DATE FOR NEW HIRES. For new employees, health insurance benefits will be provided on the first day of employment.

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SECTION 5. **LIABILITY INSURANCE**

The Employer will continue to provide liability insurance such as Michigan Risk Management Authority as specified in the MMRMA Liability and Motor Vehicle Physical Damage Coverage Document.

ARTICLE 31~~32~~

WORKER'S COMPENSATION

SECTION 1. Applicable Michigan Worker's Compensation laws, as amended from time to time, shall cover each employee. Employees are eligible for benefits subject to applicable legal requirements. All work-related injuries or illnesses shall be reported promptly to the Human Resources Coordinator.

ARTICLE 32~~33~~

WORK CLOTHING

SECTION 1. The Township will provide work clothing as follows:

Construction Plan Examiner/Inspectors:

As needed: Heavy coat, hardhat, yellow vest, winter boots.

Building Maintenance:

As needed: Heavy coat, work boots.

Ordinance:

As needed: Heavy coat, jacket, work boots, yellow vest, shirt and slacks in a color and style to be determined by the Township.

ARTICLE 33~~34~~

TRAVEL EXPENSE REIMBURSEMENT

SECTION 1.

Employees required to use their own automobile in the pursuit of their duties will receive the reimbursement on a monthly basis. The Township agrees to pay the amount of mileage which is approved by the Charter Township of Plymouth Board; however, in no case will it be less than IRS Standard per mile during the term of this Agreement.

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SECTION 2.

Employees will be reimbursed for all moderately priced lodging, meals, transportation and other related expenses for Township approved travel. The Township's Travel Policy and Procedure is hereby incorporated by reference.

SECTION 3.

All requests for reimbursement of necessary expenses incurred will be documented and supported on the forms to be furnished by the Employer.

ARTICLE 34~~35~~

REIMBURSEMENT OF EDUCATIONAL AND PROFESSIONAL EXPENSES

The Employer will reimburse an employee for the cost of tuition (up to Three Thousand Dollars ($3,000.00) per calendar year), fees and books for continuing education classes provided that a "C" average is maintained in such course work.

To receive reimbursement, full-time employees will provide a copy of the class or program description to their Department Head prior to registration for the purpose of notification, utilizing the Authorization Request for Tuition Reimbursement form. Payment to the university, college or school is to be made by the employee, and will be reimbursed by the Township upon completion of the course. Employee must provide proof of payment and a satisfactory grade of "C" or better.

An employee who is terminated or quits/resigns from Township employment within three (3) years of completion of a degree under this benefit must return a pro-rated portion of the monies paid by the Township for the employee's education benefit.

The Employer will pay for all certifications, licenses, memberships, etc. relating to an employee's current position as deemed necessary by the Employer.

ARTICLE 35~~36~~

MISCELLANEOUS

SECTION 1. **USE OF FACILITIES**

The Union will be permitted to use a room at a Township facility for regular and special business meetings of the Union without charge, provided the Union makes application to the

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Township Supervisor. Such room shall be made available on the same basis as enjoyed by other groups or citizens in the Township.

SECTION 2. BULLETIN BOARDS

While Township offices are housed in separate building, the Township shall provide a suitable bulletin board in each building for the posting of Union notices or other material. When Township offices are all under one roof, there shall be one designated bulletin board. Said board shall be identified with the name of the Union and shall be at least three (3) feet by five (5) feet in size, and the Union may designate persons to be responsible for this board. Notices shall be restricted to the following types:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections, appointments and results of Union elections pertaining to employees within the unit;
3. Notices of Union meetings and educational classes;
4. In no case shall political, obscene or defamatory printed or written matter be placed on the bulletin board.

SECTION 3. USE OF INTEROFFICE MAIL

The Union will be permitted the use of inter-office mail service to deliver items to be posted as indicated in Section 2 or for other Union business subject to the prior approval of the Township Supervisor.

SECTION 4. COPIES OF THE AGREEMENT

A copy of this Agreement shall be posted on the Township's Intranet.

SECTION 5. EMERGENCY WEATHER CONDITIONS

The Township Supervisor or his/her designee will place a recorded message on the voice mail systems by 6:00 a.m. if the Township is closed. If the Employer makes the decision to close, Employees will be paid for their scheduled hours.

~~**SECTION 6. BOARD AGENDA**~~

~~The Employer will provide the Union president a Board agenda and minutes prior to a scheduled Board meeting. In addition, the agenda for a scheduled work session will also be provided in advance to the Union president.~~

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SECTION 67. **COPIERS**

The Union is not permitted to use Township copiers for Union business, except for creating copies of documents to submit to the Employer.

SECTION 78. **FILE CABINET**

The Employer shall provide to the Union a file cabinet to store Union correspondence and other such material.

ARTICLE 3637

SCOPE OF AGREEMENT

SECTION 1.

It is the intent of the parties that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

SECTION 2.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by a mutual agreement in writing hereafter signed by the parties hereto.

SECTION 3.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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ARTICLE 37

SEVERABILITY

This Agreement and each of the terms and conditions hereof is subject to the laws of the State of Michigan and of the United States in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this Agreement and the parties hereby agree that insofar as possible, each of the terms and provisions hereof are severable.

ARTICLE 38

DURATION OF AGREEMENT

The termination date of this Agreement is December 31,2022. This Agreement shall continue in full force and effect on a year to year basis after December 31, 2022, unless either party submits written notice to the other on or before ninety (90) days of intent to terminate the Agreement.

TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN

By: Thomas K. Tumbo 3/14/19
Its: TPOAM

By: 3/14/19
Its: President

CHARTER TOWNSHIP OF PLYMOUTH

By: _____
Its: Kurt Heise, Its Supervisor

By: _____
Its: Jerry Vorva, Its Clerk

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LETTER OF UNDERSTANDING

The parties agree that upon the separation of employment of Michael Richardson, who currently is employed as the Information Systems Trainer for the Township, the position of Information Systems Trainer will be permanently removed from the bargaining unit and shall no longer be represented by TPOAM.

TECHNICAL, PROFESSIONAL AND OFFICE WORKERS ASSOCIATION OF MICHIGAN	CHARTER TOWNSHIP OF PLYMOUTH
By:_____	By:_____
Its: _____	Its: Kurt Heise, Its Supervisor
By:_____	By:_____
Its: _____	Its: Jerry Vorva, Its Clerk

Appendix A

January 1, 2019 until December 31, 2019
Wages 2019 with 2.5% included

		Start	1 yr	2 yrs
Information System Trainer		33.06	34.91	36.74
Accountant		33.06	34.91	36.74
Building Inspector		29.85	31.51	33.14
Accountant - Payables		28.96	30.57	32.19
Building Depart Coordinator		27.43	28.94	30.47
Ordinance Officer		25.90	27.32	28.77
Solid Waste Coordinator				
Records Management Analyst				
Election Specialist				
Office Manager (Police, Bldg,		23.55	24.87	26.15
DPS)				
Water Billing Specialist				
Sr Records Clerk				
Admin Assistant	Treasurer	20.49	21.62	22.76
	Fire			
	DPS			
	Clerk			
	Police			
	Building			
	Assessing			
Bldg Maintenance		19.55	20.63	21.72
P-T Recording Secretary		18.76	19.80	20.85

Appendix A

January 1, 2020 until December 31, 2020

Wages 2020 with 2.5% included

		Start	1 yr	2 yrs
Information System Trainer		33.89	35.78	37.66
Accountant		33.89	35.78	37.66
Building Inspector		30.60	32.30	33.97
Accountant - Payables		29.68	31.33	32.99
Building Depart Coordinator		28.12	29.66	31.23
Ordinance Officer		26.55	28.00	29.49
Solid Waste Coordinator				
Records Management Analyst				
Election Specialist				
Office Manager (Police, Bldg, DPS)		24.14	25.49	26.80
Water Billing Specialist				
Sr Records Clerk				
Admin Assistant	Treasurer	21.00	22.16	23.33
	Fire			
	DPS			
	Clerk			
	Police			
	Building			
	Assessing			
Bldg Maintenance		20.04	21.15	22.26
P-T Recording Secretary		19.23	20.30	21.37

Appendix A

January 1, 2021 until December 31, 2021
Wages 2021 with 2.5% included

		Start	1 yr	2 yrs
Information System Trainer		34.74	36.67	38.60
Accountant		34.74	36.67	38.60
Building Inspector		31.37	33.11	34.82
Accountant - Payables		30.42	32.11	33.81
Building Depart Coordinator		28.82	30.40	32.01
Ordinance Officer		27.21	28.70	30.23
Solid Waste Coordinator				
Records Management Analyst				
Election Specialist				
Office Manager (Police, Bldg,		24.74	26.13	27.47
DPS)				
Water Billing Specialist				
Sr Records Clerk				
Admin Assistant	Treasurer	21.53	22.71	23.91
	Fire			
	DPS			
	Clerk			
	Police			
	Building			
	Assessing			
Bldg Maintenance		20.54	21.68	22.82
P-T Recording Secretary		19.71	20.81	21.90

Appendix A

January 1, 2022 until December 31, 2022
Wages 2022 with 2.5% included

		Start	1 yr	2 yrs
Information System Trainer		35.61	37.59	39.57
Accountant		35.61	37.59	39.57
Building Inspector		32.15	33.94	35.69
Accountant - Payables		31.18	32.91	34.66
Building Depart Coordinator		29.54	31.16	32.81
Ordinance Officer		27.89	29.42	30.99
Solid Waste Coordinator				
Records Management Analyst				
Election Specialist				
Office Manager (Police, Bldg,		25.36	26.78	28.16
DPS)				
Water Billing Specialist				
Sr Records Clerk				
Admin Assistant	Treasurer	22.07	23.28	24.51
	Fire			
	DPS			
	Clerk			
	Police			
	Building			
	Assessing			
Bldg Maintenance		21.05	22.22	23.39
P-T Recording Secretary		20.20	21.33	22.45

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

NEW BUSINESS

ITEM F.6
Ratification of Collective Bargaining Agreement – DPW Employees
Resolution #2019-03-26-37

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CHARTER TOWNSHIP OF PLYMOUTH
REQUEST FOR BOARD ACTION

MEETING DATE: **March 26, 2019**

ITEM: Collective Bargaining Agreement with the Teamsters State, County, and Municipal Workers Local 214 Affiliated with the International Brotherhood of Teamsters. (DPW employees) Resolution #2019-03-26-37

PRESENTERS: Supervisor Heise

BACKGROUND: I am requesting that the Board approve the Collective Bargaining Agreement with the Teamsters State, County, and Municipal Workers Local 214 Affiliated with the International Brotherhood of Teamsters for a term beginning January 1, 2019 and ending December 31, 2022. This Agreement has been ratified by the Union and the signature page is attached. This item was discussed at our Closed Session on March 5. The entire 'red-lined' contract is included in your electronic packet, and a hard-copy of that document will be in the Clerk's Office for public review.

PROPOSED MOTION: I move that the Board of Trustees approve the Collective Bargaining Agreement with the Teamsters State, County, and Municipal Workers Local 214 Affiliated with the International Brotherhood of Teamsters for a term beginning January 1, 2019, and ending December 31, 2022, and authorize the Supervisor and Clerk to sign same.
Resolution #2019-03-26-37

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi,___ Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

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STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES

RESOLUTION #2019-03-26-37

RESOLUTION TO RATIFY A COLLECTIVE BARGAINING AGREEMENT WITH TEAMSTERS STATE, COUNTY, AND MUNICIPAL WORKERS LOCAL 214 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (DPW EMPLOYEES)

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Plymouth Township Hall located at 9955 N Haggerty Road, Plymouth, Michigan on March 26, 2019, the following resolution was offered:

WHEREAS, the Township has been bargaining collectively with members of the Teamsters State, County, and Municipal Workers Local 214 of Michigan, also referred to as DPW Employees, and,

WHEREAS, the Charter Township of Plymouth Board of Trustees agrees with the terms negotiated in the proposed contract for the period between January 1, 2019 and December 31, 2022, and,

WHEREAS, the Teamsters State, County, and Municipal Workers Local 214 ratified this contract by a vote of their membership, and.

WHEREAS, their membership representatives have signed the agreement, and,

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Plymouth Board of Trustees approves Resolution #2019-03-26-37, authorizing the Collective Bargaining Agreement with the Teamsters State County and Municipal Workers Local 214 (DPW Employees) for a term beginning January 1, 2019, and ending December 31 2022, and hereby authorizes the Supervisor and Clerk to sign same.

Moved By: _____ Seconded By: _____

Roll Call Vote:

____Heise,___Heitman,___Vorva,___Clinton,____Curmi,____Dempsey,___Doroshewitz

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Draft: 03/8/2019

AGREEMENT

BETWEEN

THE CHARTER TOWNSHIP OF PLYMOUTH

AND

THE TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

FROM

JANUARY 1, 2019~~2016~~

THROUGH

DECEMBER 31, 2022~~2018~~

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DEFINITIONS

EMPLOYER	The Charter Township of Plymouth (also referred to as the Township) (See Preamble).
UNION	The Teamsters State, County and Municipal Workers, Local #214 affiliated with the International Brotherhood of Teamsters (See Preamble).
PROBATIONARY PERIOD	Three (3) consecutive months of regular full-time employment. The probationary period may be extended (See Article 7, Paragraph B).
SENIORITY	Length of Employee's continuous service with the Township starting with his/her original date of hire (See, Article 7, Paragraph A).
GENDER	For purposes of this Agreement, the masculine form (e.g. the pronoun "he" shall also include the feminine form, and vice versa).
MONTH	The term "month" shall mean a calendar month, (i.e. January, February, etc.).
WORK DAY	A day when the Township Offices are open for business. It does not include Saturdays, Sundays or Holidays.
REGULAR EMPLOYEE	An Employee who has successfully completed his probationary period.

NOTE: These definitions are for reference purposes only.

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PREAMBLE

THIS AGREEMENT entered into on this _____ day of _____, , between **THE CHARTER TOWNSHIP OF PLYMOUTH**, party of the first part, hereinafter referred to as the "Township", and the **TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214** affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, party of the second part, hereinafter collectively referred to as the "Union."

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the Township's success in establishing a proper service to the public; and

WHEREAS, the Township, the Supervisor, and the administrative staff, and the employees can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the Township is required to bargain only in accordance with the Michigan Public Act 379, MPA of 1965; and

WHEREAS, the parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the Township has obligations to the citizens and taxpayers to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1

RECOGNITION

A. The Township of Plymouth hereby recognizes the Union as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Act of 1965 for a unit, found appropriate in the Michigan Employment Relations Commission Case No. R72 D-140, as certified by the Commission on the 18th day of May, 1982.

B. As hereinafter referred to, the bargaining unit shall consist of all hourly employees of the Department of Public Works who have completed their probationary period and are regular employees of the Department, excluding all part-time, seasonal or temporary employees, all supervisors, and all other employees.

C. For the purposes of this Agreement, probationary employees will be represented for collective bargaining purposes only. Probationary employees serve at the will of the Township. As at-will employees, they are not represented with regard to the termination of their employment.

D. The Township agrees not to negotiate with any other labor organization, other than the Union, with respect to the employees in the unit defined in Paragraph B for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

E. Nothing contained herein shall be considered to deny or restrict the Township of its rights, responsibilities and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the Township.

ARTICLE 2

MANAGEMENT RIGHTS CLAUSE

A. The Township Board, on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Township Board, including but without imitating the generality of the foregoing, the right to:

(a) manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation;

(b) introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;

(c) subcontract or purchase any or all work processes or services, or the construction of new facilities or the improvement of existing facilities;

(d) determine the number, location and type of facilities and installations;

(e) determine the size of the work force and increase or decrease its size;

(f) hire new employees, to assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in the work week or work day;

(g) permit municipal employees, not included in the bargaining unit, to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services;

(h) direct the work force, assign the type and location of work assignments and determine the number of employees assigned to operations;

(i) establish, change, combine or discontinue job classifications, and to establish wage rates for any new or changed classifications;

(j) determine lunch, rest periods and clean-up times, the starting and quitting times and the number of hours to be worked;

(k) establish and change work schedules, work standards, and the methods, processes and procedures by which such work is to be performed;

(l) discipline, suspend, and discharge employees for cause;

(m) adopt, revise and enforce Township and departmental rules and regulations (including rules and regulations as to the appearance of employees before going on duty) and to carry out cost and general improvement programs;

(n) transfer, promote and demote employees from one classification or shift to another;

(o) select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work;

(p) establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement. Those rights granted to the Township of Plymouth pursuant to this Agreement shall not be exercised in violation of any of the provisions of this Collective Bargaining Agreement.

B. It is agreed that these enumerations of management's prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified or granted by this Agreement, all of the rights, powers and authority the Township had prior to the signing of this Agreement are retained by the Township and remain exclusively and without limitation within the rights of the Township.

ARTICLE 3

REPRESENTATION

A. The Township recognizes the right of its employees to elect a job Steward and an alternate for the purpose of handling contract grievances. The Steward and the alternate shall be regular employees of the Township.

B. When necessary to investigate and present contract grievances, the Steward shall do so after his working hours, unless otherwise authorized by the Township. No Union activity, including grievance processing, shall be carried on Township premises during scheduled working times.

C. The Township will not recognize any Steward or alternate until his name and position have been certified in writing by the Union to the Township.

D. Neither the Union nor any of its officers nor any committeeman shall assume supervisory authority or advise or direct employees to disregard the instructions of supervision.

E. It is agreed that no Union official shall have access to or enter the Township's premises without the prior permission of the Public Works Manager or his designated representative. The employee Union representative shall enter and remain on the premises only during his regular working hours, unless otherwise agreed to by the Manager.

F. The job Steward and alternate have no authority to take strike action or any other action interrupting the Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken strike action or engaged in a slow-down or work stoppage in violation of this Agreement.

ARTICLE 4

AGENCY SHOP AND DUES

A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.

(1) Membership in the Union is separate, apart and distinct form the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

(2) In accordance with the policy set forth above, all employees in the bargaining unit may elect to pay dues to the Union, the employees' exclusive collective bargaining representative.

Disputes as to a good faith reduced amount must be handled through reasonably prompt Union appellate procedures and these procedures must be exhausted prior to litigation. Disputed amounts shall be placed in a Union established escrow account during the pendency of a dispute.

B. During the period of time covered by this Agreement, the Township agrees to deduct from the pay of seniority employees the regular, usual, periodic and uniform dues and/or initiation fees of Local No. 214, provided, however, that the Union shall first present the Township with a certified check-off list consisting of a statement of the amount of the initiation fee and dues certified by the Secretary/Treasurer of the Union and written authorization in suitable form, signed by employees allowing such deductions and payments to the local Union. The Union shall be fully responsible for the validity and correctness of the certified check-off list and the Union shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits or other forms of liability, including the fees of legal counsel retained by the Township to defend such a claim that may arise out of or by reason of action taken or not taken by the Township in reliance upon such certified check-off list or authorization.

C. The written authorization from employees will be on the Check-Off Authorization and Assignment Cards. (The Dues Check-Off Form is attached as Exhibit #1; the Agency Fee Check-Off Form is attached as Exhibit #2).

ARTICLE 5

BULLETIN BOARD

A. The Township shall allow the Union to use one (1) bulletin board for posting notices set forth in Section B below, except that additional notices may be posted by permission of the Township Supervisor.

B. Notices shall be restricted to the following types:

(1) Notices of Union recreational and social affairs;

(2) Notices of Union elections, appointments and resulting of Union elections pertaining to employees within the unit;

(3) Notices of Union meetings and educational classes.

C. The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever and, among other things, shall not be used by the Union for advertising or for posting or distributing pamphlets of political matter of any kind whatsoever.

ARTICLE 6

DEPARTMENT RULES

The Township may adopt reasonable rules and regulations not in conflict with the terms of this Agreement governing the discipline, duties and rules of conduct for the Department of Public Works employees. If the rules and regulations are specifically overruled by this Agreement, this Agreement shall prevail.

ARTICLE 7

LENGTH OF SERVICE

A. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the Township from his original hiring date. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames.

B. It is understood that employees are subject to a probationary period of three (3) consecutive months of regular, full-time employment, during which time the Township shall have the sole right to discharge, discipline, transfer, demote or layoff said employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise

therefrom. An employee's probationary period may be extended for cause, for an additional period of up to three (3) months, by the Township.

C. There shall be no seniority among probationary employees.

D. Upon the signing of this Agreement, the Township and the Union will initial an up-to-date seniority list. The Township shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and, if not so requested, the list shall become final at the end of such period. The Township shall continue to furnish the Union an up-to-date seniority list every year upon written request. In no event shall the Township be required to pay back-pay by reason of the correction of an error on such list.

E. An employee's seniority is broken and seniority rights lost if he:

(1) quits;

(2) is discharged and not reinstated;

(3) is laid off for a period of; one (1) year, or the length of his seniority, whichever is less;

(4) fails to report to work within three (3) days following recall from layoff;

(5) is absent without a reasonable excuse acceptable to the Township for two (2) consecutive working days and without notice to the Township of such excuse within the two (2) days;

(6) fails to return from a leave of absence, vacation or sick leave at the designated time;

(7) retires;

(8) if the employee is permanently laid off because of a permanent curtailment or elimination of his department or job.

F. It shall be the responsibility of each employee to notify the Township of any change of address or telephone number. The employee's address and telephone number, as it appears on the Township's records, shall be conclusive when used in connection with the layoffs, recalls or other notices to employees.

G. An employee who is transferred to a job outside the bargaining unit shall retain and accumulate seniority, whether such transfer was made before or after the Union was first

recognized as bargaining unit representative, and he may exercise his accumulated seniority credits. This clause shall not be construed to limit the Township's right to terminate the employee for any reason while assigned to a job outside the bargaining unit, nor will this clause permit an employee outside the bargaining unit to use seniority to bump or displace an employee within the bargaining unit.

ARTICLE 8

GRIEVANCE PROCEDURE

A. Grievance Procedures. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work, but such grievance may be submitted to the following Grievance Procedure.

A grievance shall be processed utilizing a mutually agreeable form supplied by the Union.

B. Prior to filing a formal grievance, the employee shall attempt to settle the grievance at the department level. In any event, a formal written grievance signed by the employee stating the specific Article and Section of this Agreement alleged to be violated, together with the facts giving rise to the grievance and the relief requested, must be filed within five (5) working days of the time the grievance arose. If attempts to settle the grievance informally have failed at the department level, formal proceedings shall consist of the following:

STEP #1: Submitting the grievance on the grievance form to the Public Works Manager. Within five (5) working days of receipt of the grievance, the Public Works Manager will submit a written response to the grievance. The Public Works Manager may call a meeting with the employee and the Steward to discuss the subject matter of the grievance before submitting his written response.

STEP #2: In the event the decision rendered in Step #1 is not satisfactory to the employee, he shall submit a Grievance Appeal Form within five (5) working days to the Director of Public Services. The Director will schedule a meeting to discuss the grievance with the employee and the Steward. The Director will render a decision within ten (10) working days of his receipt of the Grievance Appeal Form. (The employee and Steward will be released for Step #1 (if applicable) and Step #2 meetings without loss of time or pay during working hours.)

STEP #3; In the event that the decision rendered in Step #2 is not satisfactory, the employee shall submit a Grievance Appeal Form within five (5) working days of the Decision in Step #2 to the Township Supervisor. The

Supervisor shall render a decision within ten (10) working days after receiving the Grievance Appeal Form.

C. All grievances must be filed in writing with the Public Works Manager within five (5) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not advanced to the next Step by the employee or the Union within the time limit in the Step, or if no time limit is specified, within five (5) working days, shall be deemed abandoned. If the Township does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the Township and Union in writing; and the agreed to new date shall prevail.

D. The Township shall not be required to pay back wages prior to the date a written grievance is filed.

(1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of the back pay. Such employee shall have the burden of showing that he was actively seeking employment during such time.

(2) No decision in any one grievance shall require a retroactive wage adjustment in any other grievance – unless a grievance has been designated as a representative grievance by mutual written agreement by the parties.

E. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

F. Any Agreement reached between the Township and the Union representative is binding on all workers affected and cannot be changed by an individual.

G. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the Grievance Procedure.

ARTICLE 9

ARBITRATION

A. In the event that a grievance, filed pursuant to Article 8, is not satisfactorily settled in accordance with Paragraph B of Article 8, the employee may give notice that the grievance will be submitted to Arbitration in accordance with the following procedure.

B. In the event the grievance is not satisfactorily settled in Step 3, the Union shall have ten (10) working days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within sixty (60) calendar days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition. If the parties are unable to agree upon an Arbitrator, the party desiring arbitration shall notify the American Arbitration Association within ten (10) working days following the Notice to Arbitrate, and an Arbitrator shall be appointed under its rules and procedures.

C. The decision of the Arbitrator shall be final and binding on all parties if within the scope of his authority as set forth below and they hereby agree to abide by such decisions.

D. Powers of the Arbitrator. The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined in Section A of Article 8. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish salary scales or change any salary. He shall have no power to rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation of the Township.

In rendering decisions, the Arbitrator shall have due regard to the responsibilities of the Township Board and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by the Agreement. He shall have no power to change any practice, policy or rule of the Township nor to substitute his judgment for that of the Township as to the reasonableness of any such practice, policy, rule or

any action taken by the Township. His powers shall be limited to deciding whether the Township has violated the express Articles and Sections of this Agreement; and he shall not imply obligations and conditions binding upon the Township from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Township.

E. He shall have no power to establish wage scales or change any wage.

F. There shall be no appeal from the Arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Township. The Union shall discourage any attempt by its members to appeal and shall not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an Arbitrator.

G. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses and the cost of any room or facilities, shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. The Township will not be responsible for reimbursing any employee who participates in the Grievance or Arbitration Procedures during his working hours.

H. Notwithstanding any other provision of this Agreement, the Township may submit a grievance to Arbitration procedures pursuant to this Article.

ARTICLE 10

NO-STRIKE CLAUSE

A. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in or slow-down, curtailment of work, restriction of work, or interference with the operations of the Township. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Township's operations or picket the Township's premises or companies doing business with the Township (because of a labor dispute with this Township) during the life of this Agreement.

B. The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure or Arbitration provisions of this Agreement. In addition, the Township shall have the right to obtain

injunctive relief in any court of competent jurisdiction and/or it shall have the right to terminate this Agreement by notice in writing to the Union in addition to any other remedies it may have.

C. The committeeman and officers of the local shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

ARTICLE 11

HEALTH AND SAFETY

A. The Township shall first consider the personal safety of the employees in establishing operational procedures.

B. The Township shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Township will strive to provide protective devices and other equipment which, by mutual agreement, are necessary to protect the employees from injury and sickness.

C. The Township agrees to abide by all applicable safety regulations promulgated by Federal, State or Local government.

D. Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the Township. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete and unbiased information fully describing the accident, the persons and/or vehicles involved, their insurers (if known), names and addresses of witnesses, and all other information required by the Township. All injuries sustained by any employee in the course of his work will, when the Township so designates, be subject to treatment by or under the supervision of a Township-appointed physician.

E. Each employee shall carefully follow all safety regulations of the Township and shall use all safety equipment provided by the Township. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein, or to adhere to any of the Township's safety rules, shall subject the employee to disciplinary action by the Township. Disciplinary action taken pursuant to this Article which does not exceed one (1) day suspension without pay will not be subject to the Grievance Procedure.

ARTICLE 12

ATTENDANCE

A. Employees are expected to report to work on time and to observe working hours that have been established.

B. Employees who report late for work shall have the time deducted from their pay in the multiples of one-tenth (1/10) of an hour for each six (6) minutes.

C. In recognition of the difficulties imposed upon the Township through failure of employees to comply with working schedules, employees shall give prior notice to their Supervisor whenever they except to report late or to absent themselves from work.

D. Absent employees must notify the Department of Public Works Office, unless it is physically impossible to do so within one-half (1/2) hour prior to or one-half (1/2) hour after the work day begins. If an employee is unable to notify the Department of Public Works Office, he/she must call the Communications Center. Employees who fail to do so will be considered to be absent without pay. All employees are required to call in on each day that he or she will be absent unless the employee provides acceptable medical documentation to support a longer absence. (See Article 20, Paragraphs D and E).

ARTICLE 13

HOURS OF WORK AND OVERTIME

A. The normal work day shall consist of eight (8) hours. Time and one-half (1-1/2) shall be paid for all hours worked in excess of eight (8) hours per day. Time and one-half will be paid for hours worked on Saturday, provided the employee has worked forty (40) straight time hours during the work week. Double time will be paid for hours worked on Sunday provided that the employee has worked forty (40) straight time hours during the work week. Nothing herein or hereinafter contained shall be construed as a guarantee by the Township of any amount of work in any period or as a limitation on Township's right to schedule work in excess of the normal work day or normal work week. Management reserves the right to determine the work schedule of all employees covered by this Agreement.

For purposes of this provision, the work week shall run from Monday through Sunday.

B. Annual leave, holidays, and any other paid time shall be considered as time worked for purposes of pay for this Article. Sick leave will be considered as time worked for computation of overtime except in the following situation: If a person takes sick leave after scheduled overtime work has been posted, that sick time will not count as time worked for

overtime purposes. An employee must have forty (40) hours of time worked, independent of the sick time, in order to receive overtime pay during that weekly period.

C. In addition to the normal work day, each employee shall receive one-half (1/2) hour lunch or dinner period.

D. The Township reserves the right to establish or change the time of any work week, shift hours or lunch period. In the event the Township decides to schedule a five (5) day work week for an employee or group of employees on other than a current Monday through Friday basis, the Township will notify the Union in writing. Within the next ten (10) work days the Union may request a meeting to negotiate as to which employee or group of employees will be assigned to the new work week schedule. If no written request is filed within the ten (10) work day period, the Township will have the right to select the employees who will be assigned to the new work week schedule.

E. The Township reserves the right to require employees to work overtime. With regard to Community Service-related overtime work, the Township agrees to offer this work to non-probationary employees who volunteer to perform the work. Should none of the eligible employees volunteer to perform the overtime work, the Township may assign the work to bargaining unit members beginning with the employee with the lowest seniority. The issue of what is or what is not community service work may be discussed in a meeting between the Township and the Union; however, the issue of what is or is not community service work is not grievable.

F. Overtime will be permitted only when authorized by the Public Works Manager or by the DPW Foreman.

G. Employees who work overtime may request to receive compensatory time off in lieu of monetary compensation for overtime, subject to the Department Head's approval. When approved, the compensatory time will be provided at a rate of one and one-half (1 ½) or two (2) hours, whichever is applicable according to Sections A and B, for each hour of overtime worked. Each employee may accrue up to twenty-four (24) hours of compensatory time. Employees will be compensated in wages for any subsequent overtime hours worked until the number of accrued hours of compensatory time falls below the limit.

An employee who requests the use of accrued compensatory time will be permitted to use the time off within a reasonable time after making the request, or at some other mutually agreed time if the original request would unduly disrupt department operational needs and staffing requirements. Employees are required to use compensatory time before using accrued vacation leave or personal days. Upon termination of employment, employees will be paid for all unused compensatory time at the employees' regular rate of pay upon termination.

H. When the Township assigns overtime work to bargaining unit employees, the overtime work shall, when practicable, be distributed equally to employees working within the

same classification, providing the employee can, in the opinion of the Township, do the available work. Overtime will be distributed as provided in this Article. The Township will endeavor to equalize overtime between classifications when, in the opinion of the Public Works Manager or the DPW Foreman, the overtime work could be performed by either classification.

I. All full-time employees shall be allowed a break during the first half of their shift and another break during the second half of their shift. Each break period shall be of twenty (20) minutes duration and shall be taken at times designated by the Township. Employees will be allowed ten (10) minutes before lunch and before quitting time for personal cleanup.

J. Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his shift, after his break periods, and after his lunch period.

K. Any employee called into work outside of his regularly scheduled shift shall be assured two (2) hours of work Monday through Saturday at time and one-half and three (3) hours of work on Sunday and holidays paid at the rate of two times his straight time hourly rate provided that if the work time on the call in assignment runs into the employee's regular shift, the overtime rate shall cease and the regular hourly rate for the shift shall be paid.

L. Stand-By: Upon the unavailability of the Public Works Manager and Foreman of the Department of Public Works:

(1) Employee(s) will be assigned to stand-by service. The assigned employee will be offered on a rotating basis in seniority order to bargaining unit members with more than two years' experience in the bargaining unit. The Employer in its discretion may waive the two-year requirement. In the event no employee voluntarily accepts stand-by service for a particular week, the Employer shall assign the employee who has the least year-to-date stand-by service to stand-by for that week. If two or more employees have the same amount of year-to-date stand-by service, the least senior of the employees with the same amount of stand-by service will be assigned to stand-by for that week. The assigned employee performing stand-by service will be paid time and one-half the employee's regular hourly rate for all hours actually worked while assigned to stand-by service.

(2) Employees performing stand-by service will be paid for two~~one and one-half~~ (2~~1 ½~~) hours of work at one and one-half (1 ½) times (X) the employee's regular rate for each day he/she is designated for stand–by service.

(3) Employees performing stand-by service must be available for call-in either by telephone, pager, or by leaving an alternative telephone number where they can be reached with the Communications Center.

M. Foreman. The Foreman (non-union) will be able to perform bargaining unit work under the following conditions:

(1) To assist one or more bargaining unit members in the performance of their duties.

(2) To train bargaining unit employees in the proper methods and procedures to be used in the performance of their duties.

(3) In an emergency (a situation that is outside of the control of management) perform the duties of a bargaining unit member.

(4) Perform weekend standby service (Article 13, Paragraph K).

It is expressly agreed that the Foreman will not be used in the place of a bargaining unit member except in the above cited instances.

ARTICLE 14

LEAVES OF ABSENCE

A. The Township may grant a temporary written leave of absence to bargaining unit employees for period up to thirty (30) calendar days. Such leave may be extended upon written approval by the Township. Seniority shall not accumulate during such leave.

B. Employees returning from an unpaid leave of less than thirty (30) days will be re-employed. If the job has been eliminated, the employee will be offered comparable work which may be outside the bargaining unit. No guarantees or rights of reinstatement shall exist after an unpaid leave of absence in excess of thirty (30) days. Military leaves will be treated in a like manner unless employer's obligations are modified by existing federal statutes.

C. Employees on leave must report for re-assignment to work not later than the first working day following the expiration of their leave.

D. Any employee who seeks and/or obtains employment while on a leave of absence shall be automatically terminated from the Township effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

E. With regard to the Family and Medical Leave Act Policy approved by the Board of Trustees on June 28, 1994 (effective date of July 26, 1994) Department of Public Works employees covered under the Teamsters Health and Welfare PEP Plan will not be required to pay any monthly premium for dental and vision insurance while on unpaid leave under the terms and

conditions of this policy as the premium for dental and vision insurance, as well as medical insurance, is all inclusive in the Teamsters Health and Welfare PEP Plan.

That Act allows paid leave to be substituted for unpaid leave. As such, Plymouth Township will make the determination based on the request submitted and at the time of the request if paid leave will be substituted for unpaid leave.

Plymouth Township acknowledges that in accordance with the Act and regulations, the decision to use paid leave to be substituted for unpaid leave must be made by the Township at the time the employee requests or gives notice of the leave, or when the Township determines that the leave qualifies as FMLA leave if this occurs later.

ARTICLE 15

VACANCIES AND TRANSFERS

A. Vacancies which the Township desires to fill from among present employees will be filled according to seniority, if all other matters, such as ability and physical qualifications, are equal in the opinion of the Township.

B. The Township will reserve the right to hire from outside, if, in the opinion of the Township, no employee can fill the vacancy or no bids are received from employees in the bargaining unit.

C. Employees in the bargaining unit may be transferred into another classification when, in the opinion of the Township, the best interest of the employee, Township, and the public will be served.

D. Employees selected by the Township for a promotion to a higher classification should such a classification be established, will serve a sixty (60) day probationary period in the classification during which time they will receive the starting rate for the classification. After the employee has successfully served his sixty (60) day probationary period, he shall then be paid the regular rate for the classification. (See Generally Appendix A to this Agreement).

E. When an employee is instructed in a higher work classification, said employee shall immediately receive the higher classification rate for work performed in that classification.

F. When new jobs are placed in operation during the term of this Agreement and they cannot be properly placed in an existing classification by mutual agreement, the Township shall set up a new classification and rate covering the job in question and shall designate the classification and rate as temporary and furnish the Steward with a copy.

The new classification and rate shall be considered temporary for a period of thirty (30) calendar days following the date of notification to the Steward. During the thirty (30) day period, but not thereafter, the Union may request the Township to negotiate the rate for the classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date workers started on the job, except as otherwise mutually agreed.

ARTICLE 16

LAYOFF AND RECALL

A. Employees shall be laid off according to the following procedure:

(1) Probationary employees within the affected classification will be laid off first.

(2) Thereafter, seniority employees within the affected classification will be laid off by proven ability and qualifications as determined by the Township.

(3) When a seniority employee is removed from a classification as a result of a layoff, he may be allowed to bump an employee in a lower rated classification within the bargaining unit in accordance with his proven ability and qualifications as determined by the Township.

B. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the Township to re-hire the terminated employees. In the event they are re-hired at a later date, they shall then be treated for the purposes of this Agreement as a new employee.

C. Employees will be recalled in the reverse order of the layoff.

D. The Township agrees that for the duration of this Agreement, no specific work regularly performed by bargaining unit employees on the effective date of this Agreement will be subcontracted in whole or in part to any person, if it would directly result in the layoff of employees who were in the bargaining unit on the effective date of this Agreement.

ARTICLE 17

DISCHARGE OR SUSPENSION

A. The Township shall not discharge or suspend any non-probationary employee without just cause.

B. Any employee may request the Township Supervisor to investigate his discharge or suspension. Should such investigation prove that an injustice has been done to an employee, the Township shall take appropriate steps to remedy the error. This provision is independent and separate from the Grievance Procedure and a request for any investigation will not constitute the filing of a grievance pursuant to the Grievance Procedure.

ARTICLE 18

WAGES

The actual wages of the employees for the duration of this Agreement are identified in Appendix A to this Agreement which shall reflect the following agreed to annual wage increases during the term of this Agreement:

Effective Date	Wage Increase
January 1, 2019~~16~~	2.5~~2~~%
January 1, 2020~~17~~	2.5~~2~~%
January 1, 2021~~18~~	2.5~~2~~%
January 1, 2022	2.5%

Each active member of the bargaining unit as of January 1, 2019, shall receive a one-time payment of Three Hundred and 00/100 ($300.00) dollars. Such payment shall have no effect on base wages and shall also have no effect on any employee benefits, including, but not limited to pension benefits. The one-time payment shall be paid in a separate payroll check, from which legally required tax deductions shall be withheld.

ARTICLE 19

HOLIDAYS

A. Providing they meet all the eligibility rules, all full-time employees on the seniority list shall be paid eight (8) hours pay at their regular straight time rate for the following holidays:

New Year's Day
Martin Luther King, Jr. Day

President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day

B. Providing they meet all of the eligibility rules, all regular full-time employees on the seniority list shall be paid eightfour (84) hours pay at their regular straight time rate for Good Friday.

C. The following rules shall govern the payment of holiday pay:

(1) The Employee must have seniority on the work day immediately proceeding the holiday involved;

(2) Employees must work the scheduled work day prior to and the scheduled work day following a holiday in order to be eligible for such holiday pay;

(3) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday.

D. Whenever one of the holidays designated in Section A above falls on a Saturday or Sunday and there is no federal or state designated day for observance, Friday will be the day of observance for holidays falling on Saturday, and Monday shall be the date of observance for holidays falling on Sunday.

The Township agrees that, when two (2) holidays fall consecutively on Friday and Saturday or Sunday and Monday, the Township shall notify the Union by no later than February 1 of the applicable calendar year which days shall be designated as the holidays. The Township further agrees that, in the event it fails to notify the Union of the designated holidays by February 1, the Union shall have the right to meet with the Township and discuss scheduling of the holidays at its request. A meeting pursuant to the Union's request shall be scheduled within fourteen (14) days of the Union's request. The parties further agree the Union shall have the opportunity to submit information or data to the Township prior to the date the Township Board convenes to designate the holidays in question.

E. An employee who works a paid holiday shall be paid two (2) times his normal rate, in addition to his normal holiday pay, providing he meets all requirements of this Article.

F. An employee who is scheduled to work on any holiday and does not work said day shall receive no holiday pay for such day unless the employee has an excused absence.

G. Any holiday granted by the Township to non-union employees shall be extended to members of this bargaining unit although the actual day celebrated as the holiday by the bargaining unit shall be chosen by Employer.

ARTICLE 20

SICK LEAVE

A. Sick leave with pay shall be earned by all full-time seniority employees. Sick leave shall not be taken by an employee at his discretion, but shall be allowed only in case of necessity as follows:

(1) Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control.

(2) Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.

(3) Due to personal illness or physical incapacity of employee's spouse or children living in the home (limited to five days annually).

B. Method of Earning: An employee shall earn one sick day for the purpose of this section for each month a full-time employee works at least one-half of the scheduled work days during a calendar month. (Reference: time worked -- as defined in Article 13, Paragraph D.)

Method of Use:

(1) Sick days may be used in the same period when earned.

(2) The maximum accumulation allowed hereunder is sixty (60) days. (480 hours).

(3) Sick days may be used in increments of one-half (½) work day. (4 hours).

(4) Accumulated sick leave shall be paid upon termination or retirement up to a maximum of sixty (60) days (480 hours) based on full wage rate pursuant to the State and Federal Wage and Hour laws.

E. After a probationary employee completes his probationary period, he will earn one (1) working day of vacation leave with pay for the following vacation year for each full calendar month worked after the completion of the probationary period, up to a maximum of ten (10) working days.

F. Unless otherwise authorized by the Township, vacation leave with pay must be taken in periods of at least five (5) consecutive work days. With management's approval, full-time employees may break up to one-half of their earned vacation into one (1) day increments.

G. Vacations will be set by the Township. In order to determine employee preferences, employees are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to the Township during the month of March of each year. The Township will post the vacation list by April 10th of each year.

When authorized by the Township, the employee may change his requested vacation period. The Township may, when in the Township's opinion it is necessary for the efficient operation of the department, cancel any employee's scheduled vacation and request the employee to submit a request for a new vacation period.

In the event an employee does not submit an application during the month of March, he may thereafter file such application but it must be filed no later than thirty (30) days prior to the requested vacation period. Such application must be approved by the Township. The posted vacation list will take precedence over such application.

If more requests for a vacation on a particular date are received than can be granted, preference for vacation will be allocated on the basis of seniority for those who turn in the application during the month of March. Those who apply after the month of March will be assigned vacations on the basis of first come, first served.

H. Vacation leave with pay will be paid at the employee's straight time rate of pay. Upon an employee's voluntary termination from employment, the Township shall pay the employee for all unused vacation leave at the employee's straight time rate of pay. Payout shall include a prorated amount for vacation leave already earned by the employee in the year of termination.

I. Paid holidays falling within a paid vacation will not be charged against the earned vacation time.

J. In the event an employee is absent from work and is on a properly scheduled vacation of at least three (3) consecutive work days and such employee is called into work, such employee will be paid double time for all hours actually worked during such regular vacation.

family" shall be defined as: spouse, children, father, mother, brother, sister, son-in-law or daughter-in-law of employee or of the spouse. In the event of the death of a grandparent of an employee or an employee's spouse, a full-time employee may be granted time off between day of death and the day of the funeral, not to exceed two (2) days.

B. A full-time employee shall be granted the day of the funeral in the event of a death to aunts, uncles, nieces and nephews of the employee or the employee's spouse. The employee may ask for up to a total of five (5) days of leave if the funeral is over 500 miles on way from the employee's residence.

C. The compensation to be paid for funeral leave days shall not be paid unless the full-time employee is otherwise regularly scheduled to work the funeral leave day(s). To the degree the funeral leave days include days when the employee is not regularly scheduled to work, the employee shall not be paid for the same.

SECTION 2.

In the event of a death of an Employee's natural mother, natural father, children or spouse, the Employee, upon request, may use two (2) additional days deducted from accumulated sick leave.

SECTION 3.

An eligible employee must notify his/her immediate supervisor, if possible, prior to taking bereavement leave.

SECTION 4.

The Employer may require written documentation from a funeral home confirming the relationship with the deceased.

~~A. Any seniority, regular, full time employee subject to this Agreement, who while actively working, shall suffer death in his immediate family (as defined in Section B of this Article) shall be granted a leave of absence with basic pay at straight time, eight (8) hours per day for any regularly scheduled working days when he is required to be absent to discharge specific obligations placed upon him by reason of such death. The paid leave shall be from the day of death through the day of the funeral, but not exceeding three (3) working days.~~

~~B. Leaves of Absence may be authorized for the death of any of the following relatives of an eligible employee: spouse, child, stepchild, parent, stepparent, brother, sister, grandparent, grandchildren, mother-in-law, or father-in-law.~~

~~C. For the death of the employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law or son-in-law an employee may, upon request, use one (1) day from their sick leave bank.~~

~~D. The Township may require written application for such leave, as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral, as well as proof of the fulfillment of other rules of eligibility of this Article, before making any payment under this Article.~~

ARTICLE 24

RETIREMENT PLAN

A. A defined contribution pension plan covers regular full-time employees who are at least eighteen (18) years old. Such employees shall become participants on their date of hire as a full-time employee. The terms of the Plan Document for this pension plan and any Adoption Agreements adopted by the Township shall be controlling as to all matters concerning contributions, eligibility and other required matters. The following summarizes the plan:

1. The Township shall contribute the following amounts each year to the pension plan: fifteen (15%) percent of the employee's base wages.

2. The employee shall make retirement contributions of five (5%) percent of his/her base wages (pre-tax) to the pension plan. The employee may contribute up to an additional ten (10%) percent of the employee's base wages (after-tax) each year to the pension plan on a voluntary basis.

3. VESTING SCHEDULE

   a. For bargaining unit employees hired before April 1, 1993, the following schedule shall apply:

      i. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).

      ii. Employer/Township contributions:
      Employee will be fully vested for all employer pension contributions after he/she completes 20 months of employment (100% vested after 20 months).

b. For bargaining unit employees hired after April 1, 1993 through April 1, 2002, the following schedule shall apply:

i. Personal/Individual Contributions:
Employees will be immediately vested for all individual contributions (100% vesting).

ii. Employer/Township Contributions:

20% vested after completion of one (1) year of service
40% vested after completion of two (2) years of service
60% vested after completion of three (3) years of service
80% vested after completion of four (4) years of service
100% vested after completion of five (5) years of service

c. For bargaining unit employees hired after April 1, 2002, the following schedule shall apply:

i. Personal/Individual Contributions:
Employees will be immediately vested for all individual contributions (100% vesting).

ii. Employer/Township Contributions:

20% vested after completion of one (1) year of plan participation
40% vested after completion of two (2) years of plan participation
60% vested after completion of three (3) years of plan participation
80% vested after completion of four (4) years of plan participation
100% vested after completion of five (5) years of plan participation

B. Retiree Health Care

SECTION 1. EMPLOYEES HIRED BEFORE JANUARY 1, 2010

Regular full-time employees who were hired before January 1, 2010 and retire from Township employment will be eligible for retiree health insurance as follows. The Employer will offer eligible retirees and their spouses health insurance comparable to that provided to full-time non-represented employees, including dental, optical and prescription drug riders, if any, provided that benefits are coordinated with Medicare, Medicaid and other benefits provided by subsequent employers or spousal employers (with Medicare as the primary insurer.) At the time of retirement, eligible retirees and their spouses shall have the option to select health insurance coverage under the HMO or PPO provided by the Township for non-represented employees.

Retirees will not be eligible for coverage unless they have completed at least 25 years of service and are at least 55 years of age, or if they have completed at least 20 years of service and are at least 60 years of age.

A. Coverage

1. The maximum amount the Township will pay for retiree health care premiums will be equal to the cost of health insurance for active full-time employees for the same level of coverage under the corresponding HMO or PPO. (Example-if the Township pays $460 per month for single coverage for an active employee and the retiree rate is $620 for the selected plan, the Township will pay $460 per month and the retiree will pay $160 per month. If the Township pays $1,150 per month for two-person coverage for an active employee and the retiree rate is $1,550 for the selected plan, the Township will pay $1,150 per month and the retiree will pay $400 per month.) The retiree contribution shall be adjusted annually to reflect the then current difference between active and retiree health insurance costs.

2. In addition to paying the above, employees who retire with at least 20 years of service, but less than 25 years of service will pay an additional amount based on the following:

   The Township will pay four percent (4%) for each complete year and an additional 1 percent (1%) for each quarter of a partial year up to the maximum amount from paragraph 1, above.

   (Examples - cost for health insurance for active full-time employees = $1,000 per month.

Employee worked 20 years 11 months – Township pays 83% or $830 per month

Employee worked 25 years – Township pays 100% or $1,000 per month.)

3. In no event shall the Township's payment for retiree health benefits be more than 80% of the total annual cost of the plan.

B. Coverage upon eligibility for Medicare

1. Retired Employee Becomes Medicare Eligible.

When a retiree and his/her spouse becomes Medicare-eligible or when a retiree without a spouse becomes Medicare-eligible, in lieu of retiree health insurance the Township will provide an annual reimbursable amount not to be rolled over from year to year of $1,500.00 for single and $3,000.00 for a couple into a health reimbursable account which may be used for all medical expenses allowed under law. This payment shall be pro-rated in the calendar year when the payment first begins with the $1,500.00/$3,000.00 payment being based on a full calendar year.

2. Spouse of Retired Employee Becomes Medicare Eligible.

When the spouse of a retiree becomes Medicare-eligible prior to the retired employee becoming Medicare-eligible, the $1,500.00 annual payment into the health reimbursable account will be made on behalf of the spouse in lieu of health insurance for the spouse. The retired employee will continue to receive Township provided health insurance until such time as he/she becomes Medicare-eligible.

3. It shall be the responsibility of the retired employee and/or spouse to secure supplemental insurance.

4. On January 1, 2011, and each year thereafter, the amounts provided in this section shall be increased by the then most recent Social Security Consumer Price Index increase, if any increase is provided.

C. Retiree Opt-Out

Retirees who elect to waive medical benefits will be entitled to an annual taxable cash benefit in the amount of $3,900. Retirees wishing to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human

examinations are considered to be of value to the Township in maintaining a capable work force, employee's health and safety, etc., providing however, that the Township will pay the cost of such tests and examinations.

B. The Township may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time.

C. If any Article or Section of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect.

D. The Township will provide employees with washrooms and lockers for the changing and storing of clothing.

E. Employees are responsible for the care and maintenance of all Township property. When required by the Township, the employee will sign for the use of the equipment and shall be responsible for the return of the equipment in satisfactory condition. Employees will be responsible for damage to equipment, reasonable wear and tear excepted. Except that no employee will be responsible for damage to equipment unless proof of negligence is shown.

F. Employees will be paid their regular straight time wages for time spent serving on jury duty, on the condition that monies received by the employee for serving on the jury duty be paid over to the Township.

G. It is the duty of the employees to report all defects of equipment. Defects in motorized vehicles will be reported to the Public Works Manager or his Foreman. All other equipment defects shall be reported immediately or, where so directed by the Township, at the end of the shift, in writing, to the Township.

H. The Township shall furnish gloves, rubber goods and safety equipment and other protective clothing and equipment deemed necessary by the Township to protect bargaining unit members. Uniforms and coveralls, when necessary, will be supplied and cleaned by the Township. Soiled or dirty uniforms and coveralls will not be taken home by employees.

I. The Township will, for the duration of this Agreement, pay the premiums for the applicable Workers' Compensation Insurance for employees in accordance with the law.

J. Sexual Harassment. The Township and the Union are committed to the proposition that sexual harassment cannot and will not be condoned or in any way tolerated in the workplace.

K. Community Service Personnel. When requested, bargaining unit employees will work with and assist community service personnel assigned to the Township. Guidelines concerning the utilization of community service personnel are attached as Exhibit #3 to this Agreement.

L. Upon written request by the Union and the concerned bargaining unit employee, the Township shall provide the Union with copies of time sheets, earnings records, assignment sheets on other documents concerning the employee's working conditions. This paragraph shall not include medical records maintained by the Township pursuant to the requirements of the American with Disabilities Act or any other State or Federal statute.

M. Non-Discrimination. The Township may take all appropriate action to ensure that no person, organization or entity shall discriminate against any Department of Public Works applicant or employee on the basis of race, color, religion, national origin, age, sex, marital status, height, weight, arrest record or handicap/disability.

ARTICLE 26

LIMITATION OF AUTHORITY

A. No employee, Union member or other agent of the Union shall be empowered to call or cause, or participate in any way, in any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965.

B. Any individual employee or group of employees who violates or disregard the Arbitration or Grievance Procedure set forth in Articles 8 and 9 of this Agreement, may be summarily discharge by the Employer without liability on the part of the Employer or the Union.

ARTICLE 27

PROFESSIONAL QUALIFICATIONS

A. The Township and Union agree that it is in the public interest for employees to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Township may, at its sole discretion, select any training program, session or meeting which it finds suitable. When so directed by the Township, employees shall participate in all training programs, sessions or meetings selected by the Township. The Township may change, modify or re-schedule normal work hours when, in the Township's opinion, it is necessary to provide for employee attendance at the selected training programs, sessions or meetings. Employees will suffer no loss in pay and will be compensated for expenses deemed necessary by the Township.

B. The Township shall determine which employees must have a Commercial Driver's License as a condition of employment. Those individuals shall successfully complete all necessary tests and examinations. (e.g. The employees shall obtain, maintain and retain their Commercial Driver's Licenses). For those individuals, the Township will pay the fees associated with obtaining, maintaining, and retaining the Commercial Driver's License. Loss of a Commercial Driver's License for reasons other than workplace misconduct shall not, per se, constitute just cause for discharge. However, service technicians who lose their CDL license and are continued in the employ of the Township shall have their salary reduced by 5.0% over that rate they are currently receiving.

C. The Employer will cover the expense of registration for educational classes if, in the opinion of the Public Works Manager, a course would be of benefit to the Employer with regard to the performance of an employee's job and provided a "C" average is maintained. Payment for the class is to be made by the employee and will be reimbursed by the Employer at the end of the semester upon presentation of a payment receipt and evidence of having received at least a "C" average. Courses must be scheduled during other than normal work hours. The denial of a course approval may be appealed through the grievance process. Payments under this Paragraph shall be limited to $1,200.00 annually.

D. As a condition of continued employment, employees who are eligible to obtain water certification are required to take training and test at least once per year for the S-4 certification and put forth effort toward obtaining the certification. The Employer agrees to pay for one (1) Water Certification training class and one (1) Water Certification test per year. Employees may pay for additional Water Certification training classes and/or Water Certification tests. Water Certification bonuses will be distributed based on the employee's level of certification in February each year as follows:

S-4 Certification: $500
S-3 Certification: $750
S-2 Certification: $1,000
S-1 Certification: $1,500

ARTICLE 28

SCOPE OF AGREEMENT

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the Township and the Union, for the

life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

C. All previously executed letters of understanding or memorandums of understanding not incorporated into or attached to this Agreement are hereby deemed to be null and void.

ARTICLE 29

SPECIAL CONFERENCES

The parties may, by mutual written agreement, arrange special conferences for important matters covered by this Agreement. Such meetings are to be arranged by the Union Steward and the Township Supervisor or her designated representative. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. Special conferences will be held at a time mutually agreeable to the parties. All necessary time lost by an employee during his regular straight shift, due to attendance at a special conference held in accordance with this Article, shall be paid for by the Township at the employee's normal, regularly scheduled straight time, and does not apply to time spent in the attendance of a special conference during non-work hours or after the regularly scheduled straight time shift.

ARTICLE 30

SERVICE TECH II

Effective January 1, 2013, the classification of Service Tech II was created. The Service Tech II classification shall have a base rate of 5% above the rate of the Service Tech I Classification. Employees shall be selected by management to fill the position. The Township may remove an employee from the position of Service Tech II at any time if the Township determines that the employee has not met the expectations of the position.

ARTICLE 31

DURATION OF AGREEMENT

A. All of the provisions of this Agreement shall be effective upon final signature unless otherwise specified in this Agreement and shall continue to remain in full force and effect up to and including December 31, 2022~~2018~~, and thereafter for successive periods of one (1) year unless either party shall at least ninety (90) days prior to December 31 serve written notice on the other party of a desire to terminate, modify, alter, re-negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, re-negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

B. If any negotiations described in Section A above reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

IN WITNESS WHEREOF, the Union and the Township have caused this Agreement to be executed in their names by their duly authorized representatives:

THE CHARTER TOWNSHIP OF PLYMOUTH

BY: _____
KURT HEISE
Its: Supervisor

BY: _____
JERRY VORVA
Its: Clerk

FOR THE UNION; TEAMSTERS, STATE, COUNTY, AND MUNICIPAL WORKERS LOCAL 214 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY: _____
JOSEPH M. VALENTI
Its: Business Representative

BY: _____
STEVE MELOW
Its: Bargaining Unit Representative

APPENDIX A

CHARTER TOWNSHIP OF PLYMOUTH
WAGE SCHEDULE FOR TEAMSTERS LOCAL 214

Service Technician I:

	2019~~16~~	2020~~17~~	2021~~18~~	2022
Start (75%)	$18.48	$18.94	$19.42	$19.90
After 1 Year (83%)	$20.45	$20.96	$21.48	$22.02
After 2 Years (91%)	$22.42	$22.98	$23.55	$24.14
After 3 Years (100%)	$24.63	$25.25	$25.88	$26.52

Service Technician II:

2019~~16~~	2020~~17~~	2021~~18~~	2022
$25.88	$26.53	$27.19	$27.87

NOTE: The Township may start a new employee at a rate higher than the "start (75%)" rate, but not as high as the "after 3 years" rate of pay, based upon the employee's qualifications and prior work experience. The employee will still be subject to the probationary guidelines contained in this contract. (See Article 7, Paragraph B). All employees that join the bargaining unit, including those who start at a rate of pay higher than the "start (75%)" rate, must serve at least two (2) years in the unit before being eligible to receive the maximum "three (3) years (100%)" pay rate.

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EXHIBIT #1

DUES CHECK-OFF FORM

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EXHIBIT #2
AGENCY FEE CHECK OFF

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IN WITNESS WHEREOF, the Union and the Township have caused this Agreement to be executed in their names by their duly authorized representatives:

THE CHARTER TOWNSHIP OF PLYMOUTH

BY: _____
KURT HEISE
Its: Supervisor

BY: _____
JERRY VORVA
Its: Clerk

FOR THE UNION; TEAMSTERS, STATE, COUNTY, AND MUNICIPAL WORKERS LOCAL 214 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY: _____
JOSEPH M. VALENTI
Its: Business Representative

BY: _____
STEVE MELOW
Its: Bargaining Unit Representative

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

NEW BUSINESS

ITEM F.7
Ratification of Collective Bargaining Agreement – Police Officers
Resolution #2019-03-26-38

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES

RESOLUTION #2019-03-26-38

RESOLUTION TO RATIFY A COLLECTIVE BARGAINING AGREEMENT WITH POLICE OFFICER'S ASSOCIATION OF MICHIGAN
(Police Officers)

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Plymouth Township Hall located at 9955 N Haggerty Road, Plymouth, Michigan on March 26, 2019, the following resolution was offered:

WHEREAS, the Township has been bargaining collectively with members of the Police Officer's Association of Michigan, also referred to as Police Officers, and,

WHEREAS, the Charter Township of Plymouth Board of Trustees agrees with the terms negotiated in the proposed contract for the period between January 1, 2019 and December 31, 2023, and,

WHEREAS, the Police Officers Bargaining Unit ratified this contract by a vote of their membership, and.

WHEREAS, their membership representatives signed the agreement on March 19, 2019, and

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Plymouth Board of Trustees approves Resolution #2019-03-26-38, authorizing the Collective Bargaining Agreement with the Police Officer's Association of Michigan (Police Officers) for a term beginning January 1, 2019, and ending December 31 2023, and hereby authorizes the Supervisor and Clerk to sign same.

Moved By: _____ Seconded By: _____

Roll Call Vote:

___Heise,____Heitman,____Vorva,___Clinton,____Curmi,___Dempsey,___Doroshewitz

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CHARTER TOWNSHIP OF PLYMOUTH
REQUEST FOR BOARD ACTION

MEETING DATE: **March 26, 2019**

ITEM: Collective Bargaining Agreement with the Police Officers Association of Michigan (Police Officers) Resolution #2019-03-26-38

PRESENTERS: Supervisor Heise, Chief Tiderington

BACKGROUND: I am requesting that the Board approve the Collective Bargaining Agreement with the Police Officers Association of Michigan (Police Officers) for a term beginning January 1, 2019 and ending December 31, 2023. This Agreement has been ratified by the Union and the signature page is attached. This item was discussed at our Closed Session on March 5. The entire 'red-lined' contract is included in your electronic packet, and a hard-copy of that document will be in the Clerk's Office for public review.

PROPOSED MOTION: I move that the Board of Trustees approve the Collective Bargaining Agreement with the Police Officers Association of Michigan (Police Officers) for a term beginning January 1, 2019 and ending December 31, 2023, and authorize the Supervisor and Clerk to sign same. Resolution #2019-03-26-38

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi,___ Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

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AGREEMENT

Between

THE CHARTER TOWNSHIP OF PLYMOUTH

And

POLICE OFFICERS ASSOCIATION OF MICHIGAN

(Police Officers)

Effective: January 1, 2019~~2015~~ through December 31, 2023~~2018~~

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AGREEMENT

This Agreement is made and entered into this _____~~22nd~~ day of _____~~July~~, 2019~~2016~~, by and between THE CHARTER TOWNSHIP OF PLYMOUTH (hereinafter referred to as "Employer" or the "Township") and the POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) (hereinafter referred to as the "Union") and shall remain in effect through December 31, 2023~~2018~~.

ARTICLE 1~~I~~
PURPOSE AND INTENT

1.1: The purpose of this Agreement is to set forth in writing all of the understandings and agreements reached between the parties regarding wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote harmonious relations between the parties in order to best serve the interests of the community, improve the services rendered by the Union, and to provide an orderly and equitable means of resolving all future differences which may arise.

ARTICLE 2~~II~~
RECOGNITION

2.1: Pursuant to, and in accordance with, all applicable provisions of Act 336 of the Public Acts of Michigan of 194 7, as amended by Act 379 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other terms and conditions of employment for all full-time and part-time sworn police officers in the Plymouth Township Police Department, but excluding the Chief of Police, Deputy Chief of Police, Sergeants or Command Officers, and all other Township employees.

ARTICLE 3~~III~~
UNION RIGHTS

3.1: The Employer will not interfere with the rights of the employees to become members of the Union and shall not discriminate against any employee because of membership in the Union.

3.2: A three-person Grievance Committee will be identified by the Union. One member of this Committee shall be afforded reasonable time during regular working hours, without loss of pay, for the processing of grievances and enforcement of this Collective Bargaining Agreement, provided that this does not interfere with or disrupt the operations of the Police Department. The Union shall notify the Township of the names and titles of their representatives within one (1) week after their appointments. No representative will be permitted to act as such until the Township is advised that the person has become a representative.

3.3: Police Officer Probationary Period. Newly hired full-time police officers will serve a probationary period of one (1) calendar year. Newly hired part-time police officers will service a

2,080 hour at-will probationary period. Probationary employees work at the will of the Township and may be terminated with or without cause. Additionally, probationary employees will be represented by the Union for collective bargaining purposes but not for any discipline or discharge proceeding.

3.4: An officer of the Union, or his designated representative, shall be allowed time off to attend, without pay, the Police Officers Association of Michigan annual convention, subject to manpower requirements of the Township as determined by the Police Chief. Employees may use vacation days or personal days or trade days to attend these conventions.

3.5: Union representatives may represent The Union, in contract negotiations, not to exceed three (3). In addition, in contract negotiations and grievance proceedings, the Union has the right to be represented by counsel and State Union representatives.

3.6: One (1) Union representative shall be allowed to participate in contract negotiations, without loss of pay, if it is during his scheduled work time. If an employee is not on duty during a negotiation session, he will not be paid.

3.7: The Union may, upon approval by the Police Chief, schedule meetings on Police Department premises, which on-duty and/or off-duty employees may attend, provided that there is no interruption in service and at least two officers are available to respond.

~~3.8: The Township shall make available to the Union one (1) copy of the agenda for each Township Board Meeting prior to the scheduled date of each meeting. The Township will make available, as soon as prepared, following each Township Board Meeting, one (1) copy of the official Minutes of each Township Board Meeting.~~

3.8~~9~~: The Township shall provide a suitable bulletin board for the posting of Union notices or other material. Said boards shall be identified with the name of the Union and shall be at least three (3) feet by four (4) feet in size, and the Union may designate persons to be responsible therefore. Notices shall be restricted to the following types:

A. Notices of Union recreational and social affairs;

B. Notices of Union elections, appointments and results of Union elections pertaining to employees within the unit;

C. Notices of Union meetings and educational classes;

D. In no case shall political, obscene or defamatory printed or written matter be placed on any bulletin board.

3.9~~10~~: No employee shall engage in political activities of any kind during his working hours.

3.10~~11~~: Disciplinary Matters.

A. The accused has the right to have Union representation present during any interviews with the accused.

B. No employee shall be subject to disciplinary action without just cause.

C. Levels of Discipline

1. Written record of an oral reprimand issued by a supervisor that remains in the employee's Department file for a period not to exceed one year.

2. Written reprimand issued by a Division Commander or the Chief of Police.

3. Suspension recommended by the Chief of Police and approved by the Township Supervisor.

4. Discharge from employment to be issued by the Township Supervisor.

D. A written reprimand will be held for at least one year, at which time the employee may request that it be removed.

ARTICLE 4~~IV~~
AGENCY SHOP

4.1: All members of the bargaining unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment or entering or re-entering the bargaining unit or pay a service fee if they choose not to join the Union, pursuant to Article 5~~V~~. The Township, upon receipt of a written notice from the Union that any employee has not paid the required service fee, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee re-instituted the payments of his service fee prior to the thirty (30) day period. Terminations shall be handled in accordance with Article 5~~V~~.

ARTICLE 5~~V~~
DUES CHECKOFF

5.1: After the effective date of this Article and thereafter during the life of the Collective Bargaining Agreement, and to the extent the laws of the State of Michigan permit, the Township agrees to deduct from the pay of employees who are Union members, the regular, usual, periodic, and uniform dues of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, or, in the alternative, the service fee, provided, however, that the Union shall first present to the Township a certified check off list consisting of a statement of the amount of the dues and/or service fees certified by the Treasurer of the Union and written authorization on a suitable form signed by the employee allowing such deductions

and payment to the Union at least thirty (30) days prior to the date on which the dues and/or service fees are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified check off list and authorizations and the Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability, including attorney fees, that may arise out of or by reason of action taken or not taken to the Township in reliance upon such certified check off list of authorization or any actions taken pursuant to this Article. An employee may revoke his authorization for dues or service fee deduction upon sixty (60) days written notice to the Township.

5.2: Dues shall be deducted in equal amounts once a month and shall be remitted to the Treasurer of the Union within thirty (30) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

5.3: An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

5.4: The Township shall not be liable to the Union by reason of the requirements of this Collective Bargaining Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of this Agreement. The Township shall have no responsibility for the collection of initiation fees, fines, special assessments or any other deduction not in accordance with this provision.

A. The Township shall have no responsibility to collect or deduct for any dues or any other fees or sums deemed to be owed to the Union, which occurred or accrued prior to the signing of this Collective Bargaining Agreement.

5.5: Employees, who tender the dues or service fee, shall be deemed to meet the conditions of this Article, if they are not more than sixty (60) days in arrears in payment.

5.6: he Union shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

5.7: This Article is effective only to the extent the laws of the State of Michigan permit. In the event that this Article is challenged through the Michigan Employment Relations Commission or other authority, or the courts, and this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including back pay, awarded by the court or other legal authority.

5.8: Whenever the Union requests a payroll deduction of an agency fee and an employee objects, justification for that fee, including specific accounting of the calculation of the fee, as

well as a deduction, if any, to be made therefrom concerning political activity, etc., will be provided to the Township and the employee in question by the Union.

5.9: The Union will provide a lawful review and accounting procedure pursuant to this Article for an employee who is contesting dues.

ARTICLE 6~~VI~~
MANAGEMENT RIGHTS

6.1: The Township Board, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are relinquished herein, are reserved to and remain vested in the Township Board and its designated representatives, including but without limiting the generality of the foregoing, the right:

A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any service or method of operation;

B. To introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;

C. To subcontract or purchase the construction of new facilities or the improvement of existing facilities; to subcontract or purchase work processes or services subject to the understanding that if the specific work regularly performed on the effective date of this Collective Bargaining Agreement by bargaining unit employees is to be subcontracted or contracted out and such subcontracting or contracting out of work would cause the layoff or reduction of their positions in the bargaining unit, the Township shall notify the Union, prior to letting the contract, and, if requested in writing by the Union within five (5) business days from the notice, the Township will meet within ten (10) business days from the receipt of the request to negotiate only the effects of any layoffs.

D. To determine the number, location and type of facilities and installations;

E. To determine the size of the workforce; to set the number of employees needed per shift and per work unit, the number of shifts, the number of hours per shift, the work days per shift, and the starting and ending times for each shift.

F. To determine the number of ranks required and the number of persons to service in each rank;

G. To hire new employees, to assign and lay off employees so long as a layoff is done subject to this Collective Bargaining Agreement;

H. To permit municipal employees, not included in the bargaining unit, to perform bargaining unit work in emergency situations;

I. To direct the workforce, to assign the type and location of work assignments and determine the number of employees assigned to operations;

J. To establish, change, combine or discontinue job classifications;

K. To determine lunch time, starting and quitting times, and the number of hours to be worked;

L. To establish work schedules, work standards and the methods, processes and procedures by which such work is to be performed;

M. To discipline, suspend and discharge employees, subject to this Collective Bargaining Agreement, and to discharge probationary employees without cause at the will of the administration.

N. To adopt, revise and enforce reasonable Township and departmental rules and regulations and to carry out cost and general improvement programs. The Township shall be required only to notify the Union five (5) business days prior to amending and implementing Police Department rules, regulations, special orders and general orders;

O. To transfer, promote and demote employees from one classification or shift to another, subject to this Agreement;

P. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work, subject to this Agreement;

Q. To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged, delegated, modified or granted by this Collective Bargaining Agreement, all of the rights, powers and authority the Township had prior to the signing of this Collective Bargaining Agreement are retained by the Township and remain exclusively and without limitation within the rights of the Township.

ARTICLE 7~~VII~~
AGREEMENTS AND ORGANIZATIONS

7.1: The Township shall not enter into any agreement with any other labor organization, which in any way conflicts with the provisions of this Collective Bargaining Agreement nor with any members of the Union, individually or collectively, in regard to any grievance. Although employees may belong to other organizations, it shall not be required, as a condition of employment with the Township, nor may any other organization represent any employee or the Union with respect to any of the agreements contained herein.

ARTICLE 8~~VIII~~
WAGES AND OTHER BENEFITS

8.1: Each full-time police officer's wages shall be determined by the Employer using the wage progression schedule set forth in Exhibit A and reflect the following increases during the life of this Agreement:

Effective Date	Wage Increase
January 1, 2019~~2015~~	2%
January 1, 2020~~2016~~	2.5~~2~~%
January 1, 2021~~2017~~	2.5%
January 1, 2022~~2018~~	3~~2.5~~%
January 1, 2023	3%

The January 1, 2019~~2015~~ ~~and January 1, 2016~~ wage increase~~s~~ is~~are~~ retroactive to that date~~their respective effective dates~~.

8.2: Payment shall be based on the actual years of service as a Plymouth Township full-time police officer, pursuant to the seniority list attached to this agreement. (See Exhibit C).

8.3: Salaries for Part-Time Officers shall be determined using the wage progression schedule set forth in Exhibit B.

8.4: Police officers will attend EMT training, if requested by the Township, and become certified. Employees will be paid while attending such training.

8.5: After an employee's probationary period has been successfully completed, the Township may compensate the employee at a pay rate higher than the start rate, but no higher than the maximum rate, based upon the employee's qualifications and prior work experience. An employee may be awarded one step increase for each full year of prior work experience, up to a maximum of four (4). The employee will still be subject to the probationary guidelines contained in this contract for new hires.

8.6: Effective January 1, 1996, the detectives shall receive the additional five (5%) percent compensation as long as police officers are working twelve (12) hour shifts. Effective July 1, 1999, the Community Resource Officer shall receive the same additional percentage upon the same terms.

8.7: Step-Up Pay. Whenever a Plymouth Township police officer is specifically requested in writing by the Township Police Chief to perform the work of another formal higher paying rank or classification and he/ she performs the work in the higher classification for one hour or more in any shift, he/ she will be compensated at the higher rate for time worked in the higher classification.

ARTICLE 9~~IX~~
LONGEVITY

9.1: The Employer agrees to grant the following longevity pay to all full-time police officers as follows:~~hired prior to April 24, 2013.~~

A. Upon completion of three (3) years of continuous service, employees will be paid Three~~One~~ Hundred ~~Fifty~~ and No/ 100 ($300~~150~~.00) Dollars.

B. An additional One Hundred~~Fifty~~ and No/ 100 ($100~~50~~.00) Dollars per year will be paid to eligible employees for each additional year of service (beyond three (3) years) to a maximum of Two~~One~~ Thousand and No/ 100 ($2,000~~1,000~~.00) Dollars.

C. Longevity payments will be made the last pay period of November of each year. An employee must be on the payroll of the Employer on the day when the longevity payment is made in order to receive said payment.

ARTICLE 10~~X~~
OVERTIME

10.1: All full-time police officers shall be paid overtime at the rate of one and one-half (1 ½) times their base hourly rate of pay for all hours worked in excess of eight (8) hours for eight (8) hour shifts and in excess of twelve (12) hours for twelve (12) hour shifts, should the Township utilize a twelve (12) hour day work shift. Officers covered by Article 8.6 shall be paid overtime for all hours worked in excess of 42 hours per week.

10.2: The Township will attempt to reasonably equalize overtime among full- time officers and those who have successfully completed the Field Training Officers Program by using the following procedures:

A. Except as otherwise stated in this Article, the Township shall use an equalization list to determine the calling order when overtime is necessary. When overtime is required, the person listed on the equalization list with the least number of

overtime hours will be called first, and so on in ascending order so that each employee is called until the overtime is filled. For purposes of this clause, overtime not worked because the listed employee did not choose to work will be charged to the listed employee at the maximum number of hours of any employee working overtime during that period. Newly hired full-time officers will be placed on the equalization list with the highest number of hours entered for any other employee. On January 1st of each calendar year the equalization list will be zeroed. Until overtime hours are added, officers will be called for overtime based on seniority from highest to lowest.

B. Where overtime is required with less than 24 hours notice (unscheduled overtime), the use of the oncoming or off-going shift is authorized until the vacancy can be filled with an officer from the equalization list. However, this shall not preclude an officer from working the overtime necessary to complete an investigation originating on his/ her particular shift when such overtime is approved by the shift commander.

C. Where the need for overtime is known over four (4) days (96 hours) in advance, the overtime shall be posted for a minimum of three days (72 hours). The overtime shall then be assigned to the officer who signed up for it on the posting and has the lowest total overtime hours recorded on the equalization list. The officer selected for the overtime shall be provided with at least 24 hours notice before the start of the overtime.

D. If an insufficient number of officers are available for an overtime situation in accordance with the above procedures, the officer with the lowest seniority shall be ordered to work the overtime. Pagers shall not be used to call employees in to fill patrol overtime. No message is required to be left on answering machines. Overtime patrol duties shall be filled by a patrol officer. The need to call in a supervisor for overtime shall be subject to the discretion of the Chief of Police or his designee.

E. Where the use of officers with specialties is required on overtime, those officers with the necessary specialties and the least total hours of overtime on the equalization list shall be called in first. However, team specialty units are exempt from this requirement.

F. The procedures in a) through e) will not apply in an emergency.

10.3: In the event that there is an error by management in offering overtime, such error shall be corrected only by offering that amount of hours to the aggrieved officer to be worked before the end of the next pay period. Payment of overtime for hours not worked shall not be allowed to correct an error.

10.4: Any officer called in to work during non-scheduled working hours shall be guaranteed a minimum of two (2) hours of work at his/her overtime rate.

10.5: An officer will receive compensation for unscheduled overtime commencing at the time he/she reports for duty. In the event that an officer is called to perform unscheduled overtime and ordered to report directly to the scene of an incident, then the employee will receive compensation from the time he or she receives the call ordering him or her to report.

10.6: Employees assigned to a twelve hour shift, working the standard 84 hour work schedule in the 14 day working cycle, will be compensated for 84 hours pay at straight time.

10.7: Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

10.8: Compensatory Time. An officer who works overtime will have the option of receiving compensatory time off in lieu of monetary compensation for overtime. Compensatory time shall accumulate at the rate of an hour and one- half for each unpaid hour of overtime worked.

Each officer may accrue up to eighty (80) hours of compensatory time. Officers will receive monetary compensation for any subsequent overtime hours worked until the number of accrued hours of compensatory time falls below the limit.

Compensatory time can be used by the officer subject to the operational needs and requirements of the Police Department. Compensatory time that is approved five days in advance of the requested time cannot be cancelled (not to include emergency situations). Requests for use of compensatory time shall be approved or denied within 24 hours of receipt by the Patrol Commander. Compensatory time is approved or denied on a first come basis. Upon termination of employment, officers will be paid for all unused compensatory time at the officer's regular rate of pay upon termination.

ARTICLE 11~~XI~~
PROMOTIONS - POLICE OFFICERS

11.1: Non-probationary part-time employees shall be considered for promotion to management-declared openings for full-time patrol officers. The most senior (non-probationary) part-time officer desiring full-time employment shall be given the full-time position.

11.2: Unless otherwise agreed through a Letter of Understanding between the Chief and the Union, the promotional process outlined in Articles 11.2 through 11.5 will apply.

Promotions to Sergeant. All full-time non-probationary officers who have successfully completed five (5) years of service with the Charter Township of Plymouth Police Department prior to posting are eligible to compete for the position of Sergeant.

11.3: Assessors/interviewers will be external from the Charter Township of Plymouth. All assessors/interviewers will be mutually agreed upon by the Township and the POAM. As part of the assessment process, assessors shall be entitled to review and consider the applicant's personnel files in assessing the applicants' qualifications for promotion. An eligibility list shall be published with the name, ranking and the expiration date of the eligibility list.

If written test is administered, it shall count for 35% of the testing process with the assessment center results counting for 65% of the testing process. Officers must pass the written test with a 70% in order to proceed to the assessment center.

A sign-up sheet for those officers interested in promotion to Sergeant will be posted in thirty (30) days. A bibliography will be supplied to those officers participating in the testing ninety (90) days prior to the test.

11.4: Candidates must pass a physical examination including drug testing and Psychological testing.

11.5: The successful candidate with the highest assessment center ranking will be placed as a probationary Sergeant if a vacancy/ opening exists; otherwise, the successful candidate(s) will be placed on the eligibility list for a period of two (2) years in order of assessment center ranking.

11.6: Outside candidates will only be hired as Sergeants if no qualified internal candidates exist.

11.7: The probationary period for a newly appointed Sergeant shall be one (1) year. Unsuccessful performance shall mean the officer will be returned to their previous status unless the officer commits misconduct which would lead to termination regardless of status or rank.

11.8: Sergeants shall be outside this bargaining unit, but shall maintain seniority earned while in the unit if the officer is returned to the unit.

11.9: The positions of Deputy Chief and Chief shall be filled by the Township, as the Township sees fit.

ARTICLE 12~~XII~~
SPECIALTY ASSIGNMENTS

12.1: All selections to an assignment that has a duration of more than one year shall be based on the candidate's past performance, work history, qualifications, training, and oral interview results among the employees expressing an interest in filling the position.

12.2: The assignment to specialized duties that remove an officer from their patrol duties shall last not more than 3 years and not less than 1 year.

12.3: The posting of any vacancies to an assignment shall contain the following:

A. Ideal qualifications of a candidate.

B. Length of the assignment.

C. Shall be posted for fourteen (14) days.

12.4: If no one signs up the least senior officer (non-probationary) will be given the assignment.

12.5: For temporary specialty assignments of less than one (1) year, members of the bargaining unit shall be asked by seniority within specialty; then seniority within bargaining unit and then if there are still no persons who have indicated a willingness to take the position on a temporary basis, the position shall be filled by the least senior employee within the bargaining unit.

12.6: An employee may request to leave a unit after providing the Department with sixty (60) days written notice.

ARTICLE 13~~XIII~~
HOURS OF EMPLOYMENT /EIGHT HOUR SHIFT - POLICE OFFICERS

13.1: The work period for full-time police officers shall be twenty-eight consecutive days. Eight-hour shifts will be utilized by the Township. (It is understood that the Township and the Union have agreed to utilize a twelve (12) hour shift work schedule on a trial basis. (See Letter of Understanding.) The starting time for the Day Shift shall be between 6:00 a.m. and 7:00 a.m. and the starting times for the Night Shift shall be between 6:00 p.m. and 7:00 p.m. The number of Officers assigned to the Booster shift, or any other shift established by the Department, shall not be greater than the number of Officers assigned on the Day or Night Shifts.

13.2: Those Officers assigned to work the Night Shift shall receive an additional Fifty Cents ($0.50) per hour for actual hours worked.

13.3~~2~~: The hourly wage for a full-time employee, for all purposes of this Collective Bargaining Agreement, shall be determined by dividing the annual salary figures contained on Exhibit A by 2,080 hours.

13.4~~3~~: The hourly wage of part-time police officers is as shown on Exhibit B.

13.5~~4~~: The work hours for a part-time employees is variable, based on the needs of the Township and the employee. The number of work hours shall be at the discretion of the Township.

13.6~~5~~: Work Schedules, Assignments, Work Hours, and Leave Days-The Department work schedule shall be posted thirty (30) days in advance of the beginning of the scheduled work period.

13.7~~6~~: Lunch Periods. All employees who work a shift of four (4) hours or more, but less than eight (8) hours, shall be permitted necessary time for lunch, not to exceed thirty (30) minutes. In addition they shall have an additional 15 minute break for every four (4) hours worked. These breaks and meal periods will not be grouped together for extended breaks/meal periods.

Employees working a 12 hour Shift will be entitled to two (2) 20-minute breaks and one (1) 45-minute meal period during each 12-hour work shift. These breaks and meal periods may not be grouped together for extended break/ meal period. Employees will attempt to take on (1) break during the first four (4) hours, one (1) break during the last four (4) hours, and a meal break during the middle four (4) hours of their 12-hour shift.

All lunch and breaks shall be subject to the Police Department's ability to call the employee back to duty.

Should an employee be required to work additional hours or report early, thereby extending their scheduled work shift to sixteen (16) hours, the employee is entitled to another lunch period during the additional hours worked.

Normally, breaks will not be taken within one (1) hour of starting or ending a work shift.

13.8~~7~~: An employee shall not work more than sixteen (16) hours in a twenty- four (24) hour period which begins at the time the employee starts working.

A. Court time is exempt.

B. Training is not exempt.

C. The 16 hour rule shall not apply to emergency situations.

D. Staffing is not to be considered an emergency.

13.9~~8~~: For 12 hour shifts, the Chief has the right to reassign employees from their regular shift or unit schedule for training purposes.

13.10~~9~~: Employees who fail to show up for their scheduled work time shall be subject to discipline.

13.11~~10~~: TIME CONVERSION. For purposes of this Agreement, all references in the collective bargaining agreement to days off will be converted to hours. This includes vacation time, personal business days, bereavement leave and sick days. All vacation time and sick days will be accrued in hours.

ARTICLE 14~~XIV~~
WORK ASSIGNMENTS AND SCHEDULING

14.1: Probationary employees cannot select patrol shifts and are assigned to shifts at the sole discretion of management. Any assignment with a duration of more than one year shall be made according to Section 12.1.

14.2: Full-time, non-probationary employees will be allowed to bid the shift and platoon of their choice by seniority each bump period. Bump periods shall be at least twice per year, but not more than three per year. As close as possible, each bump period length shall be equal.

14.3: Management shall only move employees from their assignment or chosen shift to assure that staffing and specialized training are balanced among the assignments and shifts to perform the needed duties and cover the needed services. Any movement of specially trained officers will be made by moving the least senior employee with that specialty on the assignment or shift.

14.4: Management will set the number of officers needed per shift and post the shift bid 60 days prior to the new schedule being implemented.

14.5: Whenever two or more employees have the same seniority date, preferences will be decided by lot and this determination will be utilized where necessary in any provision of this agreement and this determination shall be final.

14.6: ASSIGNMENTS. The Township retains the right to approve or deny an employee's request for time off and to reassign employees.

14.7: SCHEDULE ADJUSTMENTS FOR TRAINING 12 HOUR WORK SCHEDULE:

Training on Leave days:

A. If the training is scheduled for less than 8 hours, the employee will receive, at his/her choice, overtime pay or compensatory time.

B. If the training is scheduled to last 8-12 hours, the employee will receive credit for one adjusted 12 hour leave day, to be taken with approval of management.

Training on Work Days:

A. If the training is scheduled for less than 8 hours, upon completion, the employee will be required to return to the department and work the duration of his/her normal shift.

B. If the training is scheduled to last 8-12 hours, the training will fulfill the employees 12 hour Work Day.

Extended Schools:

If the employee is being sent to a school scheduled for 5 days or more, management may reassign the employee to a 40 hour work week as follows:

A. An employee attending a school during his long work week will receive (1) adjusted leave day so that a total of (76) hours will be worked during the pay period. The employee will receive pay for (80) hours.

B. An employee attending a school during his short work week will receive (1) adjusted leave day, plus an additional (8) hours adjusted leave so that a total of (80) hours will be worked during the pay period.

ARTICLE 15~~XV~~
TRADING OF DAYS

15.1: Trading of days may be allowed for full-time employees, subject to the approval of the Chief of Police. The Chief of Police has discretion to refuse days only if a trade affects needed skills and coverage.

A. The Chief of Police will be notified at least twenty-four (24) hours prior to the trade.

B. The employee offering to make a trade will be responsible for the shift coverage in the event the employee accepting the offer to trade fails to show for any reason. If the employee agreeing to work for another fails to show for any reason, that employee will be charged with the absence and shall not be approved to trade days in the future. This prohibition on trading may be reconsidered by the Chief of Police after a period of six (6) months.

C. The Township shall pay no additional overtime as a result of the trade.

D. Unless otherwise approved by the Police Chief, time may be traded in increments of no fewer than four (4) hours, with twenty-four (24) hours advance written approval by the Police Chief. The twenty- four (24) hour period may be waived in emergency situations by prior or subsequent written approval by the Police Chief.

E. Employees are required to keep track of their own trade time and employees, not the Township, are responsible to repay time and to see that time is repaid. The party who agrees to work for another party is hereby responsible for the fulfillment of all duties and responsibilities as though the employee was regularly scheduled to work on that given day.

ARTICLE 16~~XVI~~
HOLIDAYS

C. Ten to less than fifteen years of service = 2 days a month accrual (maximum 24 days).

D. Fifteen to less than twenty years of service = 2.08 days a month accrual (maximum 25 days).

E. Twenty years of service or more = 2.17 days a month accrual (maximum 26 days).

17.4: Credit will be earned for only those months in which an employee works at least eighteen (18) eight (8) hour days [twelve (12) hour days during the time a twelve (12) hour shift is in effect]. Time spent on a scheduled vacation, while on the active roll, will be considered as time worked for computing credits. Time spent on a disability absence due to a worker's compensation compensable injury or approved sick leave, approved personal days, bereavement and court time will be considered time worked, provided the employee works three (3) months during the calendar year in which credit is earned.

17.5: New employees shall not be permitted to take a vacation until they complete six (6) months of service.

17.6: A full-time employee who is on a disability absence for a complete calendar year and who returns to work in the year following a year of disability absence, shall be entitled to the number of days of vacation time he earned in the year immediately prior to his disability, provided he has not used or received pay for such vacation.

17.7: Each police officer shall select their vacation period independently of the others by seniority. No more than two (2) officers can be on vacation at the same time, except with the approval of management.

17.8: Vacation periods shall be bid by employees by seniority within each classification. This will be accomplished as follows: Bids for vacation periods shall be submitted prior to January 31st of each year. Bidding will be for a minimum of five (5) consecutive days or more at a time. After each member has made his/her first selection, the bidding will start at the top again and continue down the seniority list. This bidding will continue until all employees have bid their respective amounts of vacation time. The maximum to be scheduled at any one time is at the discretion of management.

17.9: Short-term vacation periods. Up to seven (7) vacations days can be taken in less than five (5) day increments. Selection of short-term vacations shall be made after all employees have had an opportunity to make their long- term five (5) consecutive days or more vacation selections (see the previous paragraph). Selection of short-term vacations shall be on a first come, first serve basis.

17.10: Vacation carry over. If employees are unable to utilize their vacation time during the year due to the actions of management, Employees shall be allowed to carryover those days they were unable to utilize due to management's actions. In addition, Employees may, at the discretion of the
Chief of Police, carry up to ten (10) days of vacation for up to six (6) months beyond December 31st of each calendar year. Any time carried over for either of the above reasons must be used prior to separation from employment. If the
employee does not use their vacation within the six (6) month carry-over time period or prior to separation from employment, whichever is earlier, their vacation time will be forfeited.

17.11: Upon termination of employment, employees shall be entitled to receive compensation equal to the number of unused vacation days at the employee's prevailing basic salary rate.

ARTICLE 18~~XVIII~~
PERSONAL BUSINESS DAYS

18.1: A full-time employee may utilize two (2) days during the calendar year for personal business reasons with forty-eight (48) hours notice, or less with approval of the Chief of Police. Personal days are not earned and not paid for if an employee leaves employment or becomes a part-time employee.

18.2: Except with the approval of the Chief of Police, personal business days may not be used the day prior to, the day of, or the day after a paid holiday or in conjunction with a vacation.

18.3: Personal business days may be used in increments of not less than one- half day (i.e., in increments of four (4) hours during eight (8) hour shifts; six (6) hours during twelve (12) hour shifts].

18.4: Personal business days are not charged against sick leave or annual leave, are not accumulated from one year to the next, and if not used, are lost.

18.5: Personal business days are available after completion of a new employee's probationary period.

ARTICLE 19~~XIX~~
SENIORITY

19.1: A full time employee acquires seniority through continuous service with the Department from his/her last date of hire. Seniority shall commence only after the employee has completed his/her probationary period, but upon completion of the probationary period, seniority shall revert back to the last date of hire into the department. When the employee acquires seniority, his/her name shall be placed on the seniority list in the order of his/her seniority date.

19.2: Part-time employees shall earn seniority based on the number of hours worked. Two thousand eighty (2,080) hours equals one year of seniority. Forty

(40) hours equals one week of seniority.

19.3: An up-to-date seniority list shall be furnished to the Union every six (6) months and shall initially conform to the list attached hereto as Exhibit A.

19.4: An employee's seniority and employment shall terminate for the following reasons:

A. If the employee resigns or retires;

B. If the employee is discharged and not reinstated;

C. If the employee is absent for three (3) working days without properly notifying the Employer, unless otherwise excused;

D. If the employee does not return to work at the end of an approved leave without a reasonable and valid excuse;

E. If the employee does not return to work within seven (7) calendar days following recall from a layoff.

ARTICLE 20~~XX~~
SICK LEAVE - POLICE OFFICERS

20.1: All full-time police officers on the payroll the first day of the month shall earn one (1) day sick time leave per month. All unused sick hours shall remain in a sick time accumulation bank. If an employee is off due to illness or injury, he shall have any available sick days deducted from his sick time accumulation bank for all time missed due to illness or injury.

20.2: All days over sixty (60) days on January 1st of each year shall be paid off in accordance with the following formula:

A. One-half (1/2) of each excess sick day will be paid for at the daily rate, as of December 31st of the preceding year.

B. The other one-half (1/2) of each excess sick day will be credited to the individual employee's Sick Leave Supplemental Bank (see paragraph 20.7 below).

20.3: Sick leave time is an authorized absence for an employee's injury or illness with the following exceptions:

A. No employee shall be charged with a sick day if the absence of a work day is due to injury sustained on or in the line of duty or the performance of his job as specified in section 38(C) of this Agreement.

B. No employee shall be charged with a sick day if absence of a work day is due to a death in the family as outlined in Article 21~~XXI~~.

20.4: When more than two (2) consecutive sick leave days are taken, a doctor's slip is required prior to the starting time of the next duty day back to work.

20.5: Improper use of sick leave shall result in disciplinary action.

20.6: Upon termination of employment, police officers shall be paid at the rate of 100% of their then-prevailing daily rate for all days in their sick time accumulation banks on the date of termination up to sixty (60) days maximum.

20.7: Sick Leave Supplemental Bank effective January 1, 1993. In addition to the sick leave accumulation covered in this Article, all police officers on the payroll the first day of each month shall earn an additional eight (8) hours per month which shall remain in a supplemental sick leave bank.

A. The supplemental sick bank is to be used only if:

1. The police officer has exhausted all of his or her regular sick time accumulation bank hours; and
2. The police officer suffers an illness or injury that causes the officer to be absent from work for at least two (2) weeks; and
3. The police officer has no other benefit (paid time) to cover the period of time between the onset of the illness or INJURY AND THE COMMENCEMENT OF DISABILITY insurance benefits [i.e., the current sixty (60) calendar day long-term disability benefit elimination period]. Once a person meets the LTD benefit elimination period, that person must utilize the LTD benefit and may not utilize any other supplemental sick time benefits; nor may a police officer supplement LTD coverage through the use of these benefits.

B. The supplemental sick bank is in the nature of a supplemental short-term disability benefit and is to be utilized only for illness or injury. Therefore, the supplemental sick bank has no cash value either at the end of the year, or at termination, or retirement.

C. Maximum accumulation is four hundred fifty-six (456) hours of supplemental sick leave for supplemental hours earned on a monthly basis. (Hours put into the Supplemental Sick Leave Bank, as a result of the annual excess sick leave buy back program (paragraph 20.2(B), shall be maintained in a separate account and shall not have a maximum accumulation limitation.)

D. This benefit is not transferable.

20.8: Those members of the unit who have the maximum amount of hours in their sick leave bank at year end and who have utilized three (3) or less sick days per year will be awarded bonus vacation days under the terms of the Agreement. The schedule of bonus vacation days is as follows:

Sick Days Used During Year	Bonus Vacation Days Earned Next Year
2 days	1 day
No days used	2 days

Vacation bonus days can only be used with prior supervisor approval and cannot result in overtime.

Vacation bonus days that are not used in the year succeeding their accrual are lost and have no cash value.

This benefit is computed as a day for a day benefit. This day for a day language may not be applied to any other benefit or assignment under this Agreement.

The employer will be responsible for keeping a separate bank to track bonus vacation time.

ARTICLE 21~~XXI~~
BEREAVEMENT LEAVE

21.1: In the event of a death in the employee's immediate family, that is, his/her spouse, child, those with whom he/she is in the position of loco parentis, parents, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law,sister-in-law, grandparents, or grandparents-in-law, the employee shall be excused, without loss of basic salary and fringe benefits, for a period of three (3) consecutive days commencing on a day and time chosen by the employee, provided that one (1) of the days of this period is the date of the service of said deceased. For purposes of this section, the term "child" shall include natural born children, as well as step-children and grandchildren residing in the employee's home.

21.2: Part-time employees will be given at least three (3) days off without pay pursuant to this Article.

21.3: Leave time may be up to five (5) days if the funeral service is more than five hundred (500) miles from the Township.

ARTICLE 22~~XXII~~
JURY DUTY

22.1: All fees paid to the employee for a duty day will be turned over to the Township.

22.2: The Township will pay a full-time employee for days served on the jury on all of the regularly scheduled work days. An employee serving a full day of jury duty will not have to work their scheduled shift.

22.3: The employee will report back to complete the shift on which he was working after serving on the jury unless he must report back to the Court on the following day. In either circumstance, the employee will notify the officer in charge as to his disposition.

ARTICLE 23~~XXIII~~
UNIFORMS

23.1: The Employer will furnish uniforms and clean uniform items for Police Officers. Uniform items will be furnished in accordance with Departmental Rules and Regulations.

23.2: The Employee must turn in all uniform items furnished upon termination or separation prior to issuance of final paycheck.

23.3: Employees working in the Detective Bureau will be reimbursed upon presentation of a receipt for up to $500 per calendar year for work attire clothing costs.

ARTICLE 24~~XXIV~~
PHYSICAL EXAMINATION - POLICE OFFICER

24.1: Except as provided in Article 38 the Township shall have the right, at its expense, to schedule and conduct a physical examination no more than once a year for full-time and part-time police officers. The examination will include but not be limited to chest x-rays, electrocardiograms and any other lawful tests.

24.2: The physical examination will be to assure that the police officer is able to perform the duties as described.

24.3: The Township shall have the right to conduct drug testing of members of the Police Department. Such testing shall be conducted in accordance with the program outlined in the Letter of Understanding appended to this Agreement.

24.4: The Township shall have the right to establish a mandatory physical fitness program/test. In the event the Township establishes such a program, the Township will pay an annual physical fitness allowance of $250.00 to each bargaining unit employee who successfully passes the physical fitness test.

ARTICLE 25~~XXV~~
MILEAGE

25.1: When an employee is required to use his/her personal automobile for police department business, other than driving to and from work, reimbursement will be made pursuant to the general reimbursement policy for Township employees.

ARTICLE 26~~XXVI~~
PERSONAL EFFECTS

26.1: The Township will reimburse employees for damage to glasses, briefcases or other reasonable personal effects, shown to be damaged in the course of duty, at the sole determination of the Police Chief.

ARTICLE 27~~XXVII~~
COURT TIME

27 .1: All court time for which an employee attends while off duty must be approved in writing prior to the court time by the Patrol Commander or designee. A minimum of three (3) hours will be paid for court time. Officers must attend court when required.

ARTICLE 28~~XXVIII~~
WEAPON PROFICIENCY

28.1: Commencing in 1997, between April 1 and June 30 of each year, every officer shall demonstrate his weapon proficiency by qualifying in accordance with a standardized test established by the Chief.

28.2: Sufficient range time shall be made available for practice and all practice shall be performed on the officer's own time. However, the Township shall provide one hundred fifty (150) rounds of ammunition of a caliber which coincides with the department issued standardized weapon to each officer every three (3) months for practice purposes provided said officer returns empty used brass shell casings of each round previously issued. Disbursement under this section shall not exceed six hundred (600) rounds of ammunition per officer per calendar year.

28.3: The actual qualification shoot, and make up shots as required, shall be taken at a time designated by the Chief of Police.

28.4: New employees who have successfully completed legally required training and receive their certificate during the period from July 1 to June 30 of any given year shall be presumed qualified as the result of said training and shall not be required to qualify during said year but shall qualify in all subsequent years.

ARTICLE 29~~XXIX~~
PROFESSIONAL QUALIFICATIONS

29.1: The Township and the Union agree that it is in the public interest for the police officers to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Township may, in its sole discretion, select any training program, session or meeting which it finds suitable. When so directed by the Township, employees shall participate in all training programs, sessions or meetings selected by the Township.

ARTICLE 30~~XXX~~
LAYOFF

30.1: Police Officers. All layoffs shall be by seniority in the following order:

A. All probationary employees first;
B. All part-time officers;
C. Full-time officers.

30.2: ~~Community Service Officers shall not perform traditional police work such as road patrol and crowd control when there are police officers on layoff. Community Service Officers can only be utilized for training related activities or emergency situations, (i.e. unexpected natural disasters such as a tornado; lack of manpower is not an emergency situation) if a full-time bargaining unit employee is on layoff. All other activities of the Community Service Officers shall be terminated when there are laid off police officers.~~

~~30.3:~~ Laid off officers will be recalled in reverse order of layoff.

ARTICLE 31~~XXXI~~
NO-STRIKE CLAUSE

31.1: During the life of this Collective Bargaining Agreement, the Union shall not cause its members to cause nor shall any member of the Union take part in any sit-down, stay-in or slow-down, curtailment of work, restriction of work or interference with the operations of the Township. The Union shall not cause nor shall any member of the Union take part in any strike or stoppage of any of the Township's operations during the life of this Collective Bargaining Agreement.

31.2: The Union agrees it will take prompt, affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who violate this Article and such action shall not be subject to the Grievance Procedure or arbitration provision of this Collective Bargaining Agreement. In addition, the Township shall have the right to obtain injunctive relief in any court of competent jurisdiction and/ or it shall have the right to terminate this Collective Bargaining Agreement by notice, in writing to the Union, in addition to any other remedies it may have.

31.3: The officers of the local shall take prompt, affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, or work interference of any kind.

ARTICLE 32~~XXXII~~
MISCELLANEOUS

32.1: Copies of Contracts. The Township agrees to provide access to the Agreement to each bargaining unit member on the Township Intranet.

32.2: Benefit Hour Reports. Bargaining unit members will have access to benefit hours usage information on the Enterprise time system.

ARTICLE 33~~XXXIII~~
TUITION REIMBURSEMENT

33.1: The Charter Township of Plymouth will reimburse a full-time employee for the cost of tuition, fees, and books for continuing education classes up to a maximum of $3,000.00 per calendar year, provided the employee receives a "C" average for such coursework.

In order to be considered for reimbursement, the employee must be accepted for enrollment by an accredited institution and must provide a copy of the class or program description to the Police Chief prior to registration for the purpose of notification, utilizing the Authorization Request for Tuition Reimbursement form. Payment to the educational institution is to be made by the employee and will be reimbursed by the Township at the end of the semester upon presentation of a payment receipt and evidence of a satisfactory passing of the class or a grade of "C" or better.

Courses must be scheduled during other than normal working hours. Trading of time may be utilized for this purpose, provided such trading does not cost the employer any additional overtime. No course work shall be performed during working hours unless approved by the Chief of Police.

An employee who is terminated or quits/resigns from Township employment within three (3) years of receipt of reimbursement under this Article must repay the Township all funds received under this program for the employee's education benefit. The Township may deduct the amount of any such refund from any wages or termination payments due to the employee from the Township.

ARTICLE 34~~XXXIV~~
DISABILITY PROGRAM - POLICE OFFICERS

34.1: The Township shall provide the Long-Term Disability Benefit program, existing as of December 15, 1989, and provided for in Policy No. C-0214 (as amended April 1, 1992, L-0053), or equivalent. The maximum monthly benefit cap shall be $5,000.

34.2: On-the-job injuries shall be compensated pursuant to the laws of the State of Michigan. Township procedures regarding notice of injuries will be followed.

A. Notification. Current Township policies will be followed in processing on-the-job injuries. Police officers of the bargaining unit of the Charter Township of Plymouth Police Department, suffering an injury or illness arising out of and in the course of his/her employment with the Township, shall immediately notify the officer in charge of the injury or illness. This officer shall notify the Police Chief or the Township Supervisor of the employee's injury or illness as soon as reasonably possible.

B. Eligibility. A police officer shall receive pay and benefits, as set forth below, if it is determined that his injury is compensable based on the standard of compensability under the Worker's Compensation Act. A determination of compensability shall be made as soon as possible and shall be according to the recommendation of the police officer's personal physician and the Township's designated physician.

In the event that the aforementioned physicians disagree, a third opinion shall be obtained from a person mutually designated by the parties (mutually designated by the aforementioned physicians).* The cost of the third opinion shall be borne jointly by both parties.

C. Pay and Benefits. The Township shall pay to a police officer suffering compensable on-the-job illness or injury the following pay and benefits for a period no longer than one year following the illness or injury:

1. Full-time police officers shall not incur personally any hospital, medical or surgical expense due to a recognized injury.

2. All police officers shall be compensated at the same rate as his base wage rate, for a period of up to one year from the date of the illness or injury. In the event that the police officer becomes entitled to Worker's Compensation benefits, the Township shall be entitled to recoup the wage payments under this Section, except for that portion of the employee's basic wage not covered by Worker's Compensation.

3. For full-time police officers, the Township shall pay for one year from the date of injury all insurance benefits under this Agreement, including but not limited to health, life, medical, optical and dental insurance, and the Township's share of retirement contributions, except for pro-rata type benefits, such as sick time accumulation and sick leave earnings. Vacation accumulation shall be calculated pursuant to Article 20~~XX~~. At the end of one year, the Township shall offer the employee the right to pay premiums for health insurance as mandated by federal law regarding extended health

care coverage. No full-time police officer shall suffer a reduction in sick days for work time missed due to on-the-job injury or illness so long as the employee qualifies for worker's compensation.

4. It is hereby intended that no employee shall receive more than his/ her regular basic wage rate by reason of the provisions of this section.

   a. In the event an injured police officer becomes entitled to no-fault work loss benefits and worker's compensation benefits, the benefits will be coordinated and the Township's obligation to supplement wage loss benefits under this section will be limited to bringing the employee to his/her regular basic wage rate.

   b. The Township will be subrogated to all of the police officer's rights of recovery against any person or organization to the extent of any wages or benefits which the Township becomes liable to pay under this section.

34.3: Restricted Duty for On-The-Job Injury:

A. The Township may take all appropriate action to insure that no person, organization or entity shall discriminate against any police department applicant or employee on the basis of race, color, religion, national origin, age, sex, marital status, height, weight or handicap/disability.

B. Police officers who have been off-duty on injury-on-the-job leave and have recovered sufficiently to be able to return either to full duty or restricted duty within the Township, will be so certified at the time they reach this status physically.

C. It will be the determination of the Township as to what type of restricted duty the employee is assigned.

D. When a police officer has been off duty for ninety (90) days or more for injury-on-the-job leave, that employee will be examined with a view toward physical and vocational rehabilitation, as well as to his present employment capability.

E. Upon completion of the evaluation, either by the Township physician, by consultants and/or by the physical and/or mental rehabilitation services as indicated by the Township physician, the Police Chief will inform the Clerk's offices, and the Township Supervisor, of the proposal for action concerning the employee's physical and rehabilitation status. (The police officer has the right to obtain an evaluation from his personal physician. In the event there is a difference of opinion between the Township's. physician and the employee's physician, a third opinion shall be obtained from a person mutually designated by the parties.)

This should include his availability and capability of performing other duties not necessarily in the assigned department and in line with the job duties not necessarily in the assigned department and in line with the job specification, but his capability of performing any duty with the Township. If he is found able to perform some service for the Township, then his case will be referred to the Human Resource Director for placement in a position with the Township within his capabilities.

F. Wages and benefits paid to an employee placed pursuant to this provision will be the wages and benefits normally incident to the job in which the employee is placed.

34.4: If an employee dies as the result of an on-the-job injury or illness, the Employer will continue to maintain the then-current medical, dental, optical and prescription drug insurance coverage, as subsequently modified from time to time by this Agreement, for the employee's spouse and dependent children (as defined in the employer group insurance policy). This coverage will continue until the spouse of the employee obtains equal or better insurance coverage from the spouse's own employer, dies, or remarries. Further, dependent children coverage shall also terminate when each child ceases to be a dependent child as defined in the employer's then existing group insurance policy.

ARTICLE 35XXXV
INSURANCE POLICE OFFICERS

35.1: GENERAL. The Employer reserves the right to select or change insurance carriers, to be a self-insurer, either wholly or partially, and to choose the administrator of its insurance programs, as long as similar benefits are provided.

35.2: HOSPITALIZATION, DENTAL AND VISION COVERAGE

A. The Employer shall continue to maintain the current health, dental, and optical insurance for regular full-time employees at the Employer's expense, subject to the provisions of Paragraph 8 (below). Dental coverage (no orthodontic coverage) shall include a maximum $1,000.00 per person per contract year. Coverage under this provision that is changed from the previous collective bargaining agreement shall be effective as soon as practicable after ratification of this Agreement. Insurance benefit plans presently available are BCN, BCBS-PPO Medical, Ameritas Dental, and Eye-Med Vision, Delta Dental, and National Vision Administrators.

B. Employee health insurance programs are subject to the following:

1. The Employer shall pay the full cost of coverage for BCN 10 HMO as detailed in Exhibit E - Active and Exhibit F - Retiree, less any employee premium sharing required by 35.2(8)(4). Employees choosing the PPO

shall pay the difference in cost between the HMO and the PPO, in addition to any premium sharing required by 35.2(8)(4). Payments shall be made by means of payroll deduction spread evenly over each payroll period.

2. Prescription coverage shall be an open formulary plan with a co- pay of $10.00 for generic pharmaceuticals, $20.00 for preferred brand name pharmaceuticals, and $40.00 for non-preferred brand-name pharmaceuticals. In those cases when a generic equivalent is available, but an insured or his or her physician insists on a brand name drug in lieu of the available generic equivalent, the employee shall be responsible for any additional cost of the brand name drug in excess of the generic equivalent to the extent not paid by the plan, over and above the applicable $20.00 or $40.00 co-pay.

3. Office visit co-pay: (HMO: $30.00) (PPO: $15.00).
(ER Co-pay HMO: $100.00; PPO: $50.00).
(UC Co-pay: HMO: $35.00; PPO: $15.00).

4. Insurance Premium Sharing as follows:

   Employees shall contribute 20% of the costs of Township-provided health insurance by way of payroll deduction spread evenly over each payroll period.

5. The plan shall include a $3,000/$6,000 annual individual/family in-network deductible, with such deductible to be paid in full by the Township.

6. The Township will no longer reimburse the emergency room charge associated with the Township's HMO health insurance program.

7. The Employer will provide open enrollment on an annual basis.

8. The Employer's flexible benefit plan established as part of Section 125 of the Internal Revenue Code shall be available for utilization by members of the bargaining unit. Administration and limitations of this Plan shall be determined by the Township and as otherwise required by federal law or regulation.

9. Unit members who wish to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical benefits shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement. As a condition of waiver of medical benefits, the employee

must submit a letter to Human Resources certifying that the employee and the employee's dependents will be covered under a health insurance plan. Said certification must be provided to Human Resources each year in order to maintain waiver of benefits.

a. In the event a unit member's outside insurance coverage is terminated for any reason, he/she shall promptly notify the Township, which will endeavor to enroll the employee and the employee's eligible dependents in a Township-sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier. In the meantime, the unit member shall exercise the COBRA and/or conversion policy rights under his/her spouse's plan until the unit member enrolls in a Township-sponsored plan.

b. Union members who waive medical benefits will be entitled to a taxable cash benefit of $150.00 per pay period

c. In the event of any conflict between the payment-in-lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

10. The Union agrees to employee participation in a Township- sponsored cafeteria benefits plan, should one become available, on or after July 1, 1993.

35.3: LIFE INSURANCE. The Township shall provide full-time employees with $50,000.00 term life insurance coverage. The Township shall provide a $15,000.00 life insurance policy for part-time employees.

35.4: LONG-TERM DISABILITY INSURANCE. The Township will provide long-term disability insurance with a sixty (60) day elimination period at 66-2/3% benefit level.

35.5: LIABILITY INSURANCE. The Township will continue to provide liability insurance, such as through Michigan Municipal Risk Management Authority.

35.6: EFFECTIVE DATE FOR NEW HIRES. For new employees, health insurance benefits will be provided on the first day of ~~the month following 60 days of continuous employment, but no later than 90 days of~~ employment.

35.7: RETIREE HEALTH CARE. Subject to Sections A, B, C and D, below, the Township will provide retirees with twenty-five (25) years of full-time service in the Plymouth Township Police Department (see Appendix D for full-time years of service), and their spouses, with health insurance comparable to that provided full-time employees, including dental, optical and prescription drug riders, provided that benefits are coordinated with Medicare, Medicaid, and

other benefits provided by subsequent employers or spousal employers. Upon retirement and eligibility, Medicare shall be the primary insurer. At the time of retirement, eligible retirees and their spouses shall have the option to select health insurance coverage under the HMO or PPO provided by the Township. Employees choosing the PPO shall pay the difference in cost between the HMO and the PPO, in addition to any premium sharing required by 35.7(A). Retirees shall be eligible for dependent coverage upon retirement provided that the retiree shall be required to pay the full cost for such coverage.

A. Retiree Premium Sharing

Employees who retire after January 1, 2012 shall contribute 20% of the costs of Township-provided health insurance. The retiree contribution shall be paid directly to the Township prior to the start of the benefit plan year each year of retirement and must continue to be made in every year until the retiree reaches eligibility for Medicare coverage. Upon attainment of Medicare eligibility, retirees will receive the benefit specified in Section B, below, without premium sharing.

B. Coverage upon eligibility for Medicare

1. Retired Employee Becomes Medicare Eligible.
When a retiree and his/ her spouse both become Medicare- eligible or when a retiree without a spouse becomes Medicare- eligible, in lieu of retiree health insurance the Township will provide an annual reimbursable amount not to be rolled over from year to year of $1,632.00 for single and $3,264.00 for a couple into a health reimbursable account which may be used for all medical expenses allowed under law. This payment shall be pro-rated in the calendar year when the payment first begins with the $1,632.00/$3,264.00 payment being based on a full calendar year.

2. Spouse of Retired Employee Becomes Medicare Eligible.
When the spouse of a retiree becomes Medicare-eligible prior to the retired employee becoming Medicare-eligible, the $1,632.00 annual payment into the health reimbursable account will be made on behalf of the spouse in lieu of health insurance for the spouse. The retired employee will continue to receive Township provided health insurance until such time as he/ she becomes Medicare-eligible.

3. It shall be the responsibility of the retired employee and/ or spouse to secure supplemental insurance.

4. On January 1, 2017, and each year thereafter, the amounts provided in this section shall be increased by the then most recent Social Security Consumer Price Index increase, if any increase is provided.

5. To the extent there are changes in Federal law following ratification of this Agreement that impact the cost to retirees for Medigap coverage as it exists at the time of ratification, the parties agree that any contractual modifications based on the changes to the Federal law which take effect for then current employees will also apply to previously retired employees.

C. Retiree Opt-Out

1. Retirees who elect to waive medical benefits will be entitled to an annual taxable cash benefit in the amount of $3,900. The taxable cash benefit provided to retirees is subject to change from year to year as the opt out amount provided to active employees changes with negotiations. Retirees wishing to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical benefits shall remain in effect from coverage year to coverage year unless revoked by the retiree, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement.

2. In the event a retiree's outside insurance coverage is terminated for a reason that would permit re-entry into the Township's health insurance plan, the Township will endeavor to enroll the retiree and the retiree's spouse in a Township sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier.

3. In the event of any conflict between the payment-in-lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

4. Employees must notify the Township within thirty (30) days of a status change which would affect a retiree's eligibility or benefit under this section.

D. EMPLOYEES HIRED ON OR AFTER APRIL 24, 2013

Employees hired on or after April 24, 2013, in lieu of retiree health insurance, will be eligible to participate in a Health Reimbursable Account under the following terms: Township to contribute $75~~$50~~ per pay. Employees shall vest 20%~~50%~~ after each year of plan participation ~~after 10 years of employment, 75% after 15 years of employment and~~ and will be 100% vested after 5~~20~~ years of plan participation~~employment~~.

E. Effective April 24, 2013, any retirement benefits in this Article provided to the spouse of the employee, shall be limited solely to the employee's spouse at the time of retirement. A spouse who is divorced from a retiree, or who remarries

after a retiree's death, shall only be eligible for those benefits which the spouse would be permitted to obtain, by providing the Township with the premium, under Federal laws regarding extended health care coverage.

ARTICLE 36~~XXXVI~~
PENSION POLICE OFFICERS

36.1: All employees shall be members of MERS Defined Benefit Plan which shall include a 2.8% multiplier, Vest 10, FAC3, F /N 25, 80% max, D-2. Amortization shall be made over a period of time determined at the Employer's discretion, but no less than twenty (20) years. Credit shall be given and contributions shall be made only for actual years of service as a Plymouth Township full-time police officer, dispatcher or PSA. New full-time employees will become participants under the Pension Plan on the date of hire. Unit members shall pay the initial 2.0% of salary contributions necessary to fund the Plan. The Employer shall then be responsible for future contributions to the Plan (subject to above) up to 13.5% of payroll as defined by MERS (excludes bonuses, sick time payouts and benefit opt outs). Should the actuarially determined cost of this Plan exceed 15.5%, unit members will be responsible for additional contributions up to a total contribution of 7 .0%. Employee contributions shall not exceed 7.0% of MERS payroll, the Employer remaining responsible for funding any actuarially determined costs that exceed 20.5% of payroll. Effective October 1, 2016, members of the unit will be responsible for paying 10% of MERS payroll to the pension plan, with the Township being responsible for funding any actuarially determined costs which exceed 10% of MERS payroll. All employee contributions shall be made by payroll deduction.

36.2: Employees hired on or after July 22, 2016, shall participate in a defined contribution plan with the Michigan Employees Retirement System (MERS). The terms of the Plan Document for this pension plan and any Adoption Agreements adopted by the Township shall be controlling as to all matters concerning contributions, eligibility and other required matters. The Township shall contribute the following amounts each year to the plan: fifteen (15%) of the employee's base wages. The employee shall make retirement contributions of five (5%) percent of his/her base wages (pre-tax) to the pension plan. The employee may contribute up to an additional ten (10%) percent of the employee's base wages (after-tax) each year to the pension plan on a voluntary basis. The following schedule shall apply:

A. Personal/Individual Contributions: Employees will be immediately vested for all individual contributions (100% vesting).

B. Employer/Township Contributions:

20% vested after completion of one (1) year of plan participation
40% vested after completion of two (2) years of plan participation
60% vested after completion of three (3) years of plan participation
80% vested after completion of four (4) years of plan participation
100% vested after completion of five (5) years of plan participation

ARTICLE 37~~XXXVII~~
GRIEVANCE AND ARBITRATION

37.1: A grievance is defined as an alleged violation of a specific Article and Section of this Collective Bargaining Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following Grievance Procedure.

37.2: A grievance shall be processed on the attached form.

37.3: Prior to filing a formal grievance, the employee or his chosen representative shall attempt to settle the grievance at the department level. In any event, a formal written grievance stating the specific Article and Section of this Collective Bargaining Agreement alleged to be violated, together with the facts giving rise to the grievance, the relief requested, and signed by the employee, must be filed within fifteen (15) business days of the occurrence out of which the grievance arises, or fifteen (15) days of when the party should have had reasonable notice of the occurrence, or it will be forever time barred. If attempts to settle the grievance informally have failed at the department level, formal proceeding shall consist of the following:

37.4: Step 1. Submitting the grievance on the Grievance Form to the Chief who shall have five (5) business days to render a decision.

37.5: Step 2. In the event that the decision rendered in Step 1 is not satisfactory to the Union, the Union, on behalf of the employee, shall submit an appeal within five (5) business days of the decision in Step 1 to the Township Supervisor. The Township Supervisor shall then render a decision within ten (10) business days after receiving the appeal.

37.6: Any grievance not advanced to the next Step by the Union within the time limit in that Step shall be deemed abandoned. If the Township Supervisor or, his representative does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by mutual agreement in writing.

37.7: The Township shall not be required to pay any back wages prior to the date a written grievance is filed, provided that in the case of alleged shortages in pay or other allowances provided in this Collective bargaining agreement the applicable period will be one (1) calendar year from the date the written grievance is filed. In cases of suspension without pay or discharge, the date of suspension or discharge shall be operative for back pay awards.

A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned. If an employee has a second job prior to discharge or suspension, the amount that the employee customarily earned prior to discharge or suspension shall not be offset.

B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance unless such grievance has been designated as a representative grievance.

37.8: Any grievance which arose prior to the effective date of this Collective Bargaining Agreement shall not be processed.

37.9: Any agreement between the Township and the Union representatives is binding on all workers affected and cannot be changed by any individual.

37.10: In no event shall an individual be permitted to invoke arbitration under the Agreement; only the Union and management may invoke arbitration.

37.11: In the event that the grievance is not settled in accordance with Section 37.5, the Union may invoke arbitration by filing a demand with the Federal Mediation and Conciliation Service or American Arbitration Association (AAA) and the Township Supervisor. Such demand for arbitration shall be submitted within twenty (20) business days after receipt of the Township Supervisor's decision or expiration of the time limits for the Township Supervisor's decision contained in Section 37.5 of the Grievance Procedure or it is forever time barred. Each party shall pay its own cost of processing grievances through the Grievance and Arbitration Procedures. The fee of the arbitrator and his travel expenses of arbitration shall be borne equally by the parties.

37.12: The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined herein. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue provided that the Arbitrator may hear the case upon the merits before rendering a decision on arbitrability. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

37.13: The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Collective Bargaining Agreement. He shall have no power to specify the terms of a new Collective Bargaining Agreement.

37.14: The Arbitrator's powers shall be limited to deciding whether the Township violated the express Articles or Sections of this Collective Bargaining Agreement and he shall not imply obligations or conditions binding upon the Township from this Collective Bargaining Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Township.

37.15: There shall be no appeal from the Arbitrator's decision if within the scope of this authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Township.

ARTICLE 38~~XXXVIII~~

SEVERABILITY AND SAVINGS

38.1: This collective bargaining agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Township, the union and the employees in the bargaining unit, and in the event that any provision of this Collective Bargaining Agreement shall at any time be held to be contrary to the laws of this State by a court of competent jurisdiction from whose final judgment or decrees no appeal has been taken with the time provided therefore, such provisions shall be void and inoperative. However, all other provisions of this Collective Bargaining Agreement shall, insofar as possible, continue in full force and effect.

38.2: All applicable departmental rules, regulations, directions, general orders, or special orders, including any amendments thereto, shall apply to all police officers, unless specifically overruled or inconsistent with the terms of this agreement. If the rules, regulations, directions or orders are inconsistent with this agreement, this agreement shall prevail.

ARTICLE 39~~XXXIX~~
EXTENSION

39.1: In the event that negotiations for any modifications or termination extend beyond the termination date of this Collective Bargaining Agreement, the mandatory terms and conditions of employment contained in this Collective Bargaining Agreement shall remain in full force and effect pending a new Collective Bargaining Agreement between the parties. Consistent with Michigan law, permissive subjects may be discontinued or modified unilaterally by the Township after contract expiration.

ARTICLE 40~~XL~~
DURATION OF AGREEMENT

40.1: The provisions of this Collective Bargaining Agreement shall be effective from the date of signing, unless specifically dated in this Collective Bargaining Agreement, and shall continue and remain in full force and effect to and including December 31, 2023~~2018~~ and thereafter for successive periods of one (1) year unless either party shall, at least ninety (90) days prior to the expiration of the agreement, serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Collective Bargaining Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

ARTICLE 41~~XLI~~
SUCCESSOR'S CLAUSE

41.1: This Collective Bargaining Agreement shall be binding upon the successors and assigns of the parties hereto until the expiration of this Collective Bargaining Agreement, unless otherwise extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the Union and the Township have caused this collective bargaining agreement to be executed in their names by their duly authorized representatives this ____ day of _____ ~~September~~, 2023~~2016~~.

The parties agree that the Collective Bargaining Agreement between the Charter Township of Plymouth and the Police Officers Association of Michigan, effective January 1, 2019~~2015~~ through December 31, 2023~~2018~~, shall remain in full force and effect through December 31, 2023~~2018~~.

POLICE OFFICERS ASSOCIATION OF MICHIGAN

By: _____
Thomas Funke
Business Agent

By: _____

CHARTER TOWNSHIP OF PLYMOUTH

By: _____
Kurt Heise
Township Supervisor

By: _____
Jerry Vorva
Township Clerk

LETTER OF UNDERSTANDING
BETWEEN
THE CHARTER TOWNSHIP OF PLYMOUTH
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN

THE PARTIES HERETO agree as follows:

This Letter of Agreement establishes work conditions under a 12-hours work schedule. All provisions of the Collective Bargaining Agreement to the contrary shall be governed by this Letter of Agreement.

WORK CYCLE

For the purpose of this agreement, the length of the work cycle for police officers will be a 14-day pay period, beginning on Monday and ending on Sunday for two (2) consecutive weeks.

WORK SCHEDULE

Police officers will work two (2) 12-hour shifts in one of seven (7) days weeks of the work cycle and five (5) 12-hours shifts in the other week. This will amount to eighty-four (84) hours of scheduled work in the 14-day work cycle. The employee will normally be scheduled a total of seven (7) days working and seven (7) days off sometime during the 14-days work cycle.

OVERTIME

Employees who work the 12-hours shift shall be paid for the additional four (4) hours worked during the two (2) week cycle at the straight time rate for that pay period.

TIME CONVERSION

For purposes of this Agreement, all references in the collective bargaining agreement to days off will be converted to hours. This includes vacation time, personal business days, bereavement leave and sick days. All vacation time and sick days will be accrued in hours.

HOLIDAYS

Employees will still receive the eight (8) hours of pay for each holiday provided for in the contract.

SPECIAL ASSIGNMENT OFFICERS

Special assignments will not be governed by this agreement. By way of example, DARE, Investigations, Motor Carrier Enforcement Operation, shall be scheduled at the discretion of management.

ASSIGNMENTS

The Township retains the right to approve or deny an employee's request for time off and to reassign employees.

CHANGEOVER TO TWELVE (12) HOUR SHIFT

Under this Agreement, and at the time of changeover from eight (8)-hour to twelve (12)-hour shifts, there will be no overtime costs to the Township. The same will occur should there be a change to a shift schedule other than the one in this Agreement.

LENGTH OF AGREEMENT

This Agreement shall be in effect from year to year but may be terminated by either party giving written notice to the other of intent to terminate the agreement. In such case, the termination date of the 12 hour work schedule shall be one year from the date of said written notice. Upon termination, the provisions of the collective bargaining agreement shall govern.

SUPPLEMENTAL SICK BANK

Police officers shall earn supplemental sick leave bank time in accordance with the eight (8) hours per month schedule provided in paragraph 20.7 of the Agreement.

AGREED THIS ___ DAY OF _____, 20___, AT PLYMOUTH, MICHIGAN.

POLICE OFFICERS ASSOCIATION OF MICHIGAN

By: _____

PLYMOUTH TOWNSHIP POLICE OFFICERS ASSOICATION

By: _____

CHARTER TOWNSHIP OF PLYMOUTH

By: _____

By: _____

TRADING OF DAYS AGREEMENT

The Police Chiefs authorization for all instances of trading days is required.

Unless otherwise approved by the Police Chief, time may be traded in increments of no fewer than four (4) hours, with twenty-four (24) hours advance written approval by the Police Chief. The twenty-four (24) hour period may be waived in emergency situations by prior or subsequent written approval by the Police Chief.

Further, the members of the POAM and the Township do hereby agree that the party who agrees to work for another party is hereby responsible for the fulfillment of all duties and responsibilities as though he were regularly scheduled to work on that given day.

I, _____ hereby agree to work for _____
(Name) (Name)

on _____ for _____ from _____ to _____.
(date) (no. of hours)

I understand that I will be responsible for the fulfillment of all duties and responsibilities as though I were regularly scheduled to work on the above- listed date.

_____
(Signature of Person Agreeing to
to Work and making the Trade)

_____
(Date)

I, _____ hereby agree to repay this time within the calendar year.

_____
(Signature of Person Requesting Trade)

CHARTER TOWNSHIP OF PLYMOUTH
DRUG TESTING POLICY

I. Purpose

The Charter Township of Plymouth and the Police Officers Association of Michigan (POAM) have established a drug program covering sworn members of the Police Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation and provide all sworn officers with notice of the provisions of the Department drug testing program.

II. Policy

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an officer's physical and mental health and, thus, job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn police officers and probationary police officers on July 1, 1991.

III. Definitions

A. Sworn Officer. Those officers who have been formally vested with full law enforcement powers and authority.

B. Supervisor. Those sworn officers assigned to a position having day-to-day responsibilities for supervising subordinates, or who are responsible for commanding a work element.

C. Drug Test. The compulsory or voluntary production and submission of urine by an officer in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

D. Reasonable Suspicion. That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

E. Probationary Officer. For the purpose of this policy only, a probationary officer shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement officer.

F. MRO - Medical Review Officer. The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have the appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.

IV. Procedure/ Rules

A. Prohibited Activity

The following rules shall apply to all applicants, all employees, probationary, and sworn officers, while on and off duty:

1. No employee shall illegally possess any controlled substance.

2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.

3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.

4. Discipline, for any violation of this drug policy shall be in accordance with the department's rules and regulations, policies and procedures and the current collective bargaining agreement. When there is reasonable suspicion that an employee is in violation of the policy, the employee may be ordered to take a drug test. If the drug test is positive, the employee may be immediately relieved of duty pending a department investigation at the discretion of the Chief of Police or his designee.

B. Applicant Drug Testing

1. Applicants for the position of sworn law enforcement officer, or Police Service Aide shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

2. Applicant shall be disqualified from further consideration for employment under the following circumstances:

A. Refusal to submit to a required drug test; or

B. A confirmed positive drug test indicating drug use prohibited by this policy.

C. Probationary Employee Drug Testing: All probationary recruit officers shall be required as a condition of employment to participate in any unannounced drug test scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee. They may be tested prior to completion of the probationary period.

D. Officer Drug Testing:

1. Employees shall be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below.

2. The Chief of Police may order an employee to take a drug test upon reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.

3. The Chief of Police may order an officer to take a drug test upon documented reasonable suspicion that the officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the officer prior to the actual test.

4. A drug test will be administered as part of any promotional medical examination required by this department.

5. A drug screening test shall be considered as a condition of acceptance to any Narcotic Unit assignment. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when they leave the unit. The members shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

E. Penalty: Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered in accordance with the Plymouth Township Police Department's Rules and Regulations, and may include

discharge from the Police Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

F. Rehabilitation Program:

1. Under this program, any employee may volunteer to enter a drug education/rehabilitation program. With regard to marijuana use, this program will require the individual to participate in a Township approved/supervised drug education program as directed by the Township, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a Township approved/ supervised in- patient treatment facility, followed by participation in a Township approved/ supervised out-patient treatment program as directed by the Township. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the Police Department. Furthermore, the failure to fully participate in and/ or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.

2. The drug education program and in-patient treatment referred to in this section shall be paid for by the employee, subject to the Township provided insurance program.

3. Employees will be allowed to use accrued sick leave benefits until such time as the Township, based on medical evidence, determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. Successful completion of the prescribed treatment program and certification by a physician, designated by the Township, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of medical records.

G. Drug Testing Procedures:

1. The testing procedures and safeguards provided in this policy, to ensure the integrity of department drug testing, shall be adhered to by any laboratory personnel administering departmental drug tests.

2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each Employee to be tested before the Employee enters the testing area.

3. In order to prevent a false positive test result, a pre- test interview shall be conducted by testing personnel to ascertain and document the Employee's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulges the necessary medical information to the Medical Review Officer that may have lead to a false positive test.

4. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the testing area before an Employee enters it to produce a urine sample, and document that it is free of any foreign substances.

5. Where the Employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Employee shall be permitted no more than eight hours to give a sample, during which time he shall remain in the testing area, under observation, however, the employee may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit a drug test, except for good cause as determined by the M.R.O.

6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his Union, prior to disciplinary action, should the original sample result in a legal dispute. The employee must request the same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the Employee and laboratory technician, and checked against the identity of the employee to ensure the results match the test specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

8. Whenever there is a reason to believe that the Employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

H. Drug Testing Methodology:

1. The testing or processing phase shall consist of a two- step procedure:

a. initial screening test
b. confirmation test

2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.

3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.

5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level (ng/ ml)

Marijuana metabolite 100
Cocaine metabolite.....300
Opiate metabolite.....300*
Phencyclidine.....25
Amphetamines 1000
Barbiturates.....300

*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

Marijuana metabolite 15*
Cocaine metabolite.....150**

Opiates:
Morphine ..... 300+
Codeine ..... 300+
Phencyclidine 25
Amphetamines
Amphetamine 500
Methamphetamine.....500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid
** Benzoylecgonine
+ 25ng/ ml if immunoassay-specific for free morphine Barbiturates 300

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.

7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Employee's personnel file upon the Employee's request.

8. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

I. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

J. Drug Test Results

1. All records pertaining to departmental-required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the Employee's job duties.

K. Procedures for Implementation of the Last Chance Agreement

1. At the discretion of the Chief of Police, the last chance agreement may also be offered to any Officer whose drug test has been confirmed positive by the Medical Review Officer. This does not apply to a person seeking voluntary

rehabilitation under Paragraph F above who shall be given a last chance agreement as described herein.

2. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.

3. An Employee must attend an employee assistance program and/or an authorized rehabilitation source.

4. Employee must sign a form releasing any and all information to management as may be requested.

5. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/ or an authorized rehabilitation source.

6. Employee must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.

7. Employee may be allowed to use sick time or any other accrued paid time and apply for a medical leave of absence if required, while undergoing rehabilitation.

8. Once authorized to return to duty, the Employee must submit to periodic urinalysis on a timetable as may be determined by the Chief of Police.

9. The Employee shall be subject to the terms of this program for three (3) years after their return to work.

10. The Employee must agree in writing that the Employee will be automatically terminated if a violation of any portion of this program occurs at any time during its enforcement term.

11. Employee must be advised that the Employee is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/ or labor representative.

LAST CHANCE AGREEMENT

Re: _____
_____
_____

Whereas, the above referenced individual was found guilty of violating the departmental drug order on _____ and;

Whereas, the Charter Township of Plymouth Police Department will conditionally reinstate _____ _____ to the position of _____ provided the Officer is found by medical examination to be capable of performing all the duties of the classification as determined by the Charter Township of Plymouth Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information to management as may be requested.

2. Officer must complete a rehabilitation program as prescribed by an employee assistance program and/or a Township authorized rehabilitation source.

3. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.

4. Officer may be allowed to use sick time or any other accrued time and apply for an unpaid medical leave of absence if required, while undergoing rehabilitation.

5. Once authorized to return to duty, the Officer must submit to a periodic urinalysis on a timetable as may be determined by the Chief of Police.

6. Upon clearance by the medical facility designated by the Chief of Police, _____ _____ shall be returned to the Police Department as a _____.

7. Once returned to duty, Officer _____ will present himself to the department approved employee assistance program for evaluation, and agree to, as well as follow any and all directives given him by the employee assistance program for a period of not more three (3) years. Officer _____agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the employees assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow E.A.P. directives.

8. Officer _____ shall submit to controlled substance testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer will be discharged from employment with the Charter Township of Plymouth, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.

9. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing, and Officer _____ waives any claim thereto.

10. The Union shall withdraw with prejudice the grievance # _____ and shall release and discharge the Employer from any and all claims, if any, relating thereto. The Employer shall release and discharge the Union and Officer from any and all claims relating thereto. Officer shall release and discharge the Union and the Employer from any and all claims relating to grievance # _____ including but not limited to the processing and arbitration of this grievance. Further, Officer _____ releases the Township, its officials, officers, agents, employees and Union from all liability and claims he may have had or now has with respect to his employment with the Charter Township of Plymouth whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the Township of Plymouth and the Police Officers Association of Michigan.

11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.

12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no presidential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.

13. In the event the Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS _____ DAY OF _____, 2005.

_____	_____
OFFICER	TOWNSHIP SUPERVISOR
_____	_____
UNION REPRESENTATIVE	POLICE CHIEF

Exhibit A

Wage Scale for Full-Time Officers

~~Annualized Wage Effective:~~	~~1/1/2014~~	~~1/1/2015 (retroactive)~~	~~1/1/2016 (retroactive)~~	~~1/1/2017~~	~~1/1/2018~~
~~Start~~	~~$41,687~~	~~$42,521~~	~~$43,371~~	~~$44,455~~	~~$45,567~~
~~After 1 year~~	~~$47,856~~	~~$48,813~~	~~$49,789~~	~~$51,034~~	~~$52,310~~
~~After 2 years~~	~~$51,968~~	~~$53,007~~	~~$54,068~~	~~$55,419~~	~~$56,805~~
~~After 3 years~~	~~$61,221~~	~~$62,445~~	~~$63,694~~	~~$65,287~~	~~$66,919~~
~~After 4 years~~	~~$68,771~~	~~$70,146~~	~~$71,549~~	~~$73,338~~	~~$75,172~~
		~~2% increase~~	~~2% increase~~	~~2.5% increase~~	~~2.5% increase~~

	Wages in 2018	Hourly
Start	$45,567	$21.91
1 year	$52,310	$25.15
2 year	$56,805	$27.31
3 year	$66,919	$32.17
4 year	$75,172	$36.14

2 % increase from 2018	Wages in 2019	Hourly
Start	$46,478	$22.34
1 year	$53,356	$25.65
2 year	$57,941	$27.85
3 year	$68,257	$32.81
4 year	$76,675	$36.86

2.5% increase from 2019	Wages in 2020	Hourly
Start	$47,640	$22.90
1 year	$54,690	$26.29
2 year	$59,389	$28.55
3 year	$69,963	$33.63
4 year	$78,591	$37.78

2.5% increase from 2020	Wages in 2021	Hourly
Start	$48,831	$23.48

1 year	$56,057	$26.95
2 year	$59,391	$28.55
3 year	$71,712	$34.48
4 year	$80,555	$38.73

3% increase from 2021	Wages in 2022	Hourly
Start	$50,296	$24.18
1 year	$57,739	$27.76
2 year	$61,173	$29.41
3 year	$73,863	$35.51
4 year	$82,972	$39.89

3% increase from 2022	Wages in 2023	Hourly
Start	$51,805	$24.91
1 year	$59,471	$28.59
2 year	$63,008	$30.29
3 year	$76,079	$36.58
4 year	$85,461	$41.08

Exhibit B

Wage Scale for Part-Time Officers

Annualized Wage Effective:	1/1/2015	1/1/2016	1/1/2017	1/1/2018
Start	$16,80	$17.14	$17.57	$18.01
After 2,080 hours	$18.88	$19.26	$19.74	$20.23
After 4,160 hours	$20.41	$20.82	$21.34	$21.87
After 6,240 hours	$21.91	$22.35	$22.91	$23.37
After 8,320 hours	$23.46	$23.93	$24.53	$25.02
After 10,400 hours	$25.06	$25.56	$26.20	$26.86
	2% increase	2% increase	2.5% increase	2.5% increase

Exhibit C

~~**Police Department Seniority List**~~

~~Name~~		~~Seniority Date~~
~~Cheston~~	~~Steven~~	~~7/23/1991~~
~~Drake~~	~~John~~	~~8/19/1994~~
~~Coffell~~	~~Steven~~	~~8/26/1994~~
~~Rupard~~	~~Bryan~~	~~1/4/1999~~
~~Linton~~	~~Marcy~~	~~11/6/2000~~
~~Fritz~~	~~Michael~~	~~6/14/2004~~
~~Hayes~~	~~Jason~~	~~7/3/2006~~
~~Ripp~~	~~Jason~~	~~6/3/2007~~
~~Rozum~~	~~Charles~~	~~9/29/2008~~
~~Cioma~~	~~Brad~~	~~5/16/2011~~
~~McParland~~	~~Jeff~~	~~5/17/2011~~
~~Tiderington~~	~~Scott~~	~~7/25/2011~~
~~King~~	~~Caitlin~~	~~10/31/2011~~
~~Smitherman~~	~~Joseph~~	~~6/17/2013~~
~~Schemanske~~	~~Jeremy~~	~~9/30/2013~~
~~Hinkle~~	~~Michael~~	~~11/11/2013~~
~~Fetter~~	~~Jeffrey~~	~~4/21/2014~~
~~Haskin~~	~~Dane~~	~~5/27/2014~~
~~Bartram~~	~~Brad~~	~~7/7/2014~~
~~Warring~~	~~Aaron~~	~~1/5/2015~~

POAM Seniority List

Last Name	First Name	Seniority Date	Years of Service
Coffell	Steven	8/26/1994	24.4
Fritz	Michael	6/14/2004	14.6
Hayes	Jason	7/3/2006	12.5
Ripp	Jason	6/3/2007	11.6
Rozum	Charles	9/29/2008	10.3
McParland	Jeff	5/17/2011	7.7
Tiderington	Scott	7/25/2011	7.5
King	Caitlin	10/31/2011	7.2
Smitherman	Joseph	6/17/2013	5.6
Schemanske	Jeremy	9/30/2013	5.3
Hinkle	Michael	11/11/2013	5.2
Fetter	Jeffrey	4/21/2014	4.7
Warring	Aaron	1/5/2015	4.0
Maples	Jeffry	10/17/2016	2.2
Wilder	Christopher	5/8/2017	1.7

McLean	Joshua	8/14/2017	1.4
Brothers	Matt	10/9/2017	1.3
Burnett	Brian	12/4/2017	1.1
*Nicely	Katlin	7/2/2018	
*Chalmers	Jackson	8/27/2018	
*Champagne	Thomas	12/3/2018	

*Probationary Employee
Updated 1/10/2019

Exhibit D

Police Department
For Retirement Purposes

Name		Date
Cheston	Steven	7/23/1991
Drake	John	8/19/1994
Coffell	Steven	8/26/1994
Rupard	Bryan	1/4/1999
Linton	Marcy	11/6/2000
Hayes	Jason	6/27/2002
Fritz	Michael	6/14/2004
Ripp	Jason	6/3/2007
Rozum	Charles	9/29/2008
Cioma	Brad	5/16/2011
McParland	Jeff	5/17/2011
Tiderington	Scott	7/25/2011
King	Caitlin	10/31/2011
Smitherman	Joseph	6/17/2013
Schemanske	Jeremy	9/30/2013
Hinkle	Michael	11/11/2013
Fetter	Jeffrey	4/21/2014
Haskin	Dane	5/27/2014
Bartram	Brad	7/7/2014
Warring	Aaron	1/5/2015

Exhibit E

Benefit and Rate Schedule

GROUP ID / SUBGROUP ID / CLASS ID: 00158010 / 0002 / 0007

SUBGROUP NAME / CLASS NAME: CHARTER TWP OF PLYMOUTH / ACTIVE

AGENT: DEMIRYAN, KELLEY ANNE (00784)

Your benefit package has been renewed at the following rates and is effective from 8/1/18 through 8/31/19.

CERTIFICATE:	**BCN Classic for Large Groups (CLSSLG)**
Riders:	**CLSSLG, CO30, ER100, UR35, D3000, AS5, 100MSR, DME5, P&O5, DSRCW, WR1000, PSTNTW, BENYR, OPRH, WDEDFC, 6350PM, VACR, AMB25, DCCRM**
100MSR	Waiver of Male Sterilization Coinsurance
6350PM	$6,350/$12,700 Out-of-Pocket Maximum Rider
AMB25	$25 Ambulance Copay Rider
AS5	Allergy Services Rider
BENYR	Benefit Year Rider
CO30	$30 Office Visit Copay Rider
D3000	$3,000 Individual/$6,000 Family Deductible Rider
DCCRM	Dependent Child Eligibility Rider
DME5	Waiver of Durable Medical Equipment Copay Rider
DSRCW	Diabetic Supply Cost Sharing Waiver Rider
ER100	$100 Emergency Room Copay Rider
OPRH	Outpatient Therapy And Home Care Waiver Rider
P&O5	Prosthetic & Orthotic Waiver
PSTNTW	Postnatal Copay Waiver Rider
UR35	$35 Urgent Care Copay Rider
VACR	Elective Abortion Coverage Rider
WDEDFC	Waiver of Deductible for Services w/A Fixed Dollar Copay
WR1000	$1,000 Weight Reduction Copay Rider
Pharmacy:	**P1024C, MOPD2O, 6350PM**
6350PM	$6,350/$12,700 Out-of-Pocket Maximum Rider
MOPD2O	Open formulary Mail-Order Prescription Drug Rider 2X
P1024C	Prescription Drug Rider - $10/$20/$40 w/Contraceptives
Hearing:	**HA2**
HA2	Hearing Aid Rider - Binaural Every 36 Months

The above are abbreviated descriptions. They do not replace the language in the certificate or rider brochure.

Exhibit F

Benefit and Rate Schedule

GROUP ID / SUBGROUP ID / CLASS ID: 00158010 / 0002 / 0003

SUBGROUP NAME / CLASS NAME: CHARTER TWP OF PLYMOUTH / RETIREE

AGENT: DEMIRYAN, KELLEY ANNE (00784)

Your benefit package has been renewed at the following rates and is effective from 9/1/18 through 8/31/19.

CERTIFICATE:	**BCN Classic for Large Groups (CLSSLG)**
Riders:	**CLSSLG, CO30, ER100, UR35, D3000, AS5, 100MSR, DME5, P&O5, DSRCW, WR1000, PSTNTW, BENYR, OPRH, WDEDFC, 6350PM, VACR, AMB25, DCCRM**
100MSR	Waiver of Male Sterilization Coinsurance
6350PM	$6,350/$12,700 Out-of-Pocket Maximum Rider
AMB25	$25 Ambulance Copay Rider
AS5	Allergy Services Rider
BENYR	Benefit Year Rider
CO30	$30 Office Visit Copay Rider
D3000	$3,000 Individual/$6,000 Family Deductible Rider
DCCRM	Dependent Child Eligibility Rider
DME5	Waiver of Durable Medical Equipment Copay Rider
DSRCW	Diabetic Supply Cost Sharing Waiver Rider
ER100	$100 Emergency Room Copay Rider
OPRH	Outpatient Therapy And Home Care Waiver Rider
P&O5	Prosthetic & Orthotic Waiver
PSTNTW	Postnatal Copay Waiver Rider
UR35	$35 Urgent Care Copay Rider
VACR	Elective Abortion Coverage Rider
WDEDFC	Waiver of Deductible for Services w/A Fixed Dollar Copay
WR1000	$1,000 Weight Reduction Copay Rider
Pharmacy:	**P1024C, MOPD2O, 6350PM**
6350PM	$6,350/$12,700 Out-of-Pocket Maximum Rider
MOPD2O	Open formulary Mail-Order Prescription Drug Rider 2X
P1024C	Prescription Drug Rider - $10/$20/$40 w/Contraceptives
Hearing:	**HA2**
HA2	Hearing Aid Rider - Binaural Every 36 Months

The above are abbreviated descriptions. They do not replace the language in the certificate or rider brochure.

~~LETTER OF UNDERSTANDING~~
~~BETWEEN~~
~~THE CHARTER TOWNSHIP OF PLYMOUTH~~
~~AND~~
~~POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)~~

~~September 12, 2016~~

~~The parties to this Agreement had discussions regarding aspects of employee health reimbursable accounts, detailed in Article 35, Section 35.7.D, and have agreed to modify the collective bargaining agreement as follows:~~

~~D. EMPLOYEES HIRED ON OR AFTER APRIL 24, 2013~~

~~Employees hired on or after April 24, 2013, in lieu of retiree health insurance, will be eligible to participate in a Health Reimbursable Account under the following terms: Township to contribute $50 per pay Effective October 1, 201 6, the Township will contribute $75 per pay. Employees shall vest 20% after each year of plan participation and will be 50% after 10 years of employment, 75% after 15 years of employment and 100% vested after 20 5 years of employment plan participation. The employees control how contributions and associated earnings are invested in the account, choosing from available mutual fund options.~~

~~Police Officers Association of Michigan~~ **~~Charter Township of Plymouth~~**

~~By: _____ Date: _____ By: _____ Date: _____~~

~~By: _____ Date: _____ By: _____ Date: _____~~

DURATION OF AGREEMENT

40.1: The provisions of this Collective Bargaining Agreement shall be effective from the date of signing, unless specifically dated in this Collective Bargaining Agreement, and shall continue and remain in full force and effect to and including December 31, 2023 and thereafter for successive periods of one (1) year unless either party shall, at least ninety (90) days prior to the expiration of the agreement, serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Collective Bargaining Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

ARTICLE 41
SUCCESSOR'S CLAUSE

41.1: This Collective Bargaining Agreement shall be binding upon the successors and assigns of the parties hereto until the expiration of this Collective Bargaining Agreement, unless otherwise extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the Union and the Township have caused this collective bargaining agreement to be executed in their names by their duly authorized representatives this ____ day of _____, 2023.

The parties agree that the Collective Bargaining Agreement between the Charter Township of Plymouth and the Police Officers Association of Michigan, effective January 1, 2019 through December 31, 2023, shall remain in full force and effect through December 31, 2023.

POLICE OFFICERS ASSOCIATION OF MICHIGAN

By: Thomas K. Funke
Thomas Funke
Business Agent
3/19/19

By: _____
J. Hayes 3/19/19
PTPOA

CHARTER TOWNSHIP OF PLYMOUTH

By: _____
Kurt Heise
Township Supervisor

By: _____
Jerry Vorva
Township Clerk

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

NEW BUSINESS

ITEM F.8
Ratification of Collective Bargaining Agreement – COAM
Resolution #2019-03-26-39

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CHARTER TOWNSHIP OF PLYMOUTH
REQUEST FOR BOARD ACTION

MEETING DATE: **March 26, 2019**

ITEM: Collective Bargaining Agreement with the Command Officers Association of Michigan , Resolution #2019–03–26–39

PRESENTERS: Supervisor Heise, Chief Tiderington

BACKGROUND: I am requesting that the Board approve the Collective Bargaining Agreement with the Command Officers Association of Michigan for a term beginning January 1, 2019 and ending December 31, 2023. This Agreement has been ratified by the Union and the signature page is attached. This item was discussed at our Closed Session on March 5. The entire 'red-lined' contract is included in your electronic packet, and a hard-copy of that document will be in the Clerk's Office for public review.

PROPOSED MOTION: I move that the Board of Trustees approve the Collective Bargaining Agreement with the Command Officers Association of Michigan for a term beginning January 1, 201, and ending December 31, 2023, and authorize the Supervisor and Clerk to sign same. Resolution #2019–03–26–39

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi,___ Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

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STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES

RESOLUTION #2019-03-26-39

RESOLUTION TO RATIFY A COLLECTIVE BARGAINING AGREEMENT WITH COMMAND OFFICER'S ASSOCIATION OF MICHIGAN (COAM)

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Plymouth Township Hall located at 9955 N Haggerty Road, Plymouth, Michigan on March 26, 2019, the following resolution was offered:

WHEREAS, the Township has been bargaining collectively with members of the Command Officer's Association of Michigan, also referred to as COAM, and,

WHEREAS, the Charter Township of Plymouth Board of Trustees agrees with the terms negotiated in the proposed contract for the period between January 1, 2019 and December 31, 2023, and,

WHEREAS, the Command Officers Association of Michigan Bargaining Unit ratified this contract by a vote of their membership, and.

WHEREAS, their membership representatives signed the agreement on March 19, 2019, and,

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Plymouth Board of Trustees approves Resolution #2019-03-26-39, authorizing the Collective Bargaining Agreement with the Command Officer's Association of Michigan (COAM) for a term beginning January 1, 2019, and ending December 31 2023, and hereby authorizes the Supervisor and Clerk to sign same.

Moved By: _____ Seconded By: _____

Roll Call Vote:

___Vorva,___Clinton,____Curmi,___Dempsey,___Doroshewitz,____Heise,____Heitman

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AGREEMENT

Between

THE CHARTER TOWNSHIP OF PLYMOUTH

And

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2019~~2015~~ through December 31, 2023~~2018~~

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Charter Township of Plymouth/COAM (Command)
Effective January 1, 2019 through December 31, 2023
Signature Copy

AGREEMENT

This Agreement, made and entered into this ___ day of March, 2019~~_____, 2017~~, by and between THE CHARTER TOWNSHIP OF PLYMOUTH (hereinafter referred to as "Employer" or the "Township") and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM) (hereinafter referred to as the "Union") and shall remain in effect through December 31, 2023~~2018~~.

ARTICLE 1~~I~~
PURPOSE AND INTENT

1.1: The purpose of this Agreement is to set forth in writing all of the understandings and agreements reached between the parties regarding wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote harmonious relations between the parties in order to best serve the interests of the community, improve the services rendered by the Union, and to provide an orderly and equitable means of resolving all future differences which may arise.

ARTICLE 2~~II~~
RECOGNITION

2.1: Pursuant to, and in accordance with, all applicable provisions of Act 336 of the Public Acts of Michigan of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment, and other terms and conditions of employment for all full-time sergeants in the Plymouth Township Police Department, but excluding the Chief of Police, Deputy Chief of Police, police officers, Lieutenants, PSAs and all other Township employees.

ARTICLE 3~~III~~
UNION RIGHTS

3.1: Employees and their representatives shall have the right to join the Union, to engage in lawful activities for the purposes of collective negotiations or bargaining, to express or communicate any views, grievances, complaints or opinions related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discriminations or reprisals.

3.2: A three-person Grievance Committee will be identified by the Union. One member of this Committee shall be afforded reasonable time during regular working hours, without loss of pay, for the processing of grievances and enforcement of this Collective Bargaining Agreement, provided that this does not interfere with or disrupt the operations of the Police Department. The Union shall notify the Township of the names and titles of their representatives within one (1) week after their appointments. No representative will be permitted to act as such until the Township is advised that the person has become a representative.

3.3: An officer of the Union, or his designated representative, shall be allowed time off to attend, without pay, the Police Officers Association of Michigan annual convention, subject to manpower requirements of the Township as determined by, the Police Chief. Employees may use vacation days or personal days or trade days to attend these conventions.

3.4: Union representatives may represent The Union, in contract negotiations, not to exceed three (3). In addition, in contract negotiations and grievance proceedings, the Union has the right to be represented by counsel and State Union representatives.

3.5: One (1) Union representative shall be allowed to participate in contract negotiations, without loss of pay, if it is during his scheduled work time. If an employee is not on duty during a negotiation session, he will not be paid.

3.6: The Township shall make available to the Union one (1) copy of the agenda for each Township Board Meeting prior to the scheduled date of each meeting. The Township will make available, as soon as prepared, following each Township Board Meeting, one (1) copy of the official Minutes of each Township Board Meeting.

3.7: No employee shall engage in political activities of any kind during his working hours.

3.8: Disciplinary Matters.

A. The accused has the right to have Union representation present during any interviews with the accused.

B. No employee shall be subject to disciplinary action without just cause.

C. Levels of Discipline

1. Written record of an oral reprimand issued by a supervisor that remains in the employee's Department file for a period not to exceed one year.

2. Written reprimand issued by a Division Commander or the Chief of Police.

3. Suspension recommended by the Chief of Police and approved by the Township Supervisor.

Discharge from employment to be issued by the Township Supervisor.

D. A written reprimand will be held for at least one year, at which time the employee may request that it be removed.

ARTICLE 4~~IV~~
AGENCY SHOP

4.1: All members of the bargaining unit shall, as a condition of employment, become members of the Union within thirty (30) days of employment or entering or re-entering the bargaining unit or

pay a service fee if they choose not to join the Union, pursuant to Article 5~~V~~. The Township, upon receipt of a written notice from the Union that any employee has not paid the required service fee, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee re-instituted the payments of his service fee prior to the thirty (30) day period. Terminations shall be handled in accordance with Article 5~~V~~.

ARTICLE 5~~V~~
DUES CHECKOFF

5.1: After the effective date of this Article and thereafter during the life of the Collective Bargaining Agreement, and to the extent the laws of the State of Michigan permit, the Township agrees to deduct from the pay of employees who are Union members, the regular, usual, periodic, and uniform dues of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, or, in the alternative, the service fee, provided, however, that the Union shall first present to the Township a certified check off list consisting of a statement of the amount of the dues and/or service fees certified by the Treasurer of the Union and written authorization on a suitable form signed by the employee allowing such deductions and payment to the Union at least thirty (30) days prior to the date on which the dues and/or service fees are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified check off list and authorizations and the Union shall indemnify and save the Township harmless against any and all claims, demands, suits or other forms of liability, including attorney fees, that may arise out of or by reason of action taken or not taken to the Township in reliance upon such certified check off list of authorization or any actions taken pursuant to this Article. An employee may revoke his authorization for dues or service fee deduction upon sixty (60) days written notice to the Township.

5.2: Dues shall be deducted in equal amounts once a month and shall be remitted to the Treasurer of the Union within thirty (30) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

5.3: An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

5.4: The Township shall not be liable to the Union by reason of the requirements of this Collective Bargaining Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of this Agreement. The Township shall have no responsibility for the collection of initiation fees; fines, special assessments or any other deduction not in accordance with this provision.

A. The Township shall have no responsibility to collect or deduct for any dues or any other fees 'or sums deemed to be owed to the Union, which occurred or accrued prior to the signing of this Collective Bargaining Agreement.

5.5: Employees, who tender the dues or service fee, shall be deemed to meet the conditions of this Article, if they are not more than sixty (60) days in arrears in payment.

5.6: The Union shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

5.7: This Article is effective only to the extent the laws of the State of Michigan permit. In the event that this Article is challenged through the Michigan Employment Relations Commission or other authority, or the courts, and this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including back pay, awarded by the court or other legal authority.

5.8: Whenever the Union requests a payroll deduction of an agency foe and an employee objects, justification for that fee, including specific accounting of the calculation of the fee, as well as a deduction, if any, to be made therefrom concerning political activity, etc., will be provided to the Township and the employee in question by the Union.

5.9: The Union will provide a lawful review and accounting procedure pursuant to this Article for an employee who is contesting dues.

ARTICLE 6~~VI~~
MANAGEMENT RIGHTS

6.1: The Township Board, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are relinquished herein, are reserved to and remain vested in the Township Board and its designated representatives, including but without limiting the generality of the foregoing, the right:

A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any service or method of operation;

B. To introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;

C. To subcontract or purchase the construction of new facilities or the improvement of existing facilities; to subcontract or purchase work processes or services subject to the understanding that if the specific work regularly performed on the effective date of this Collective Bargaining Agreement by bargaining unit employees is to be subcontracted or contracted out and such subcontracting or contracting out of work would cause the layoff or reduction of their positions in the bargaining unit, the Township shall notify the Union, prior to letting the contract, and, if requested

in writing by the Union within five (5) business days from the notice, the Township will meet within ten (10) business days from the receipt of the request to negotiate only the effects of any layoffs.

D. To determine the number, location and type of facilities and installations;

E. To determine the size of the workforce;

F. To determine the number of ranks required and the number of persons to service in each rank;

G. To hire new employees, to assign and lay off employees so long as a layoff is done subject to this Collective Bargaining Agreement;

H. To permit municipal employees, not included in the bargaining unit, to perform bargaining unit work in emergency situations;

I. To direct the workforce, to assign the type and location of work assignments and determine the number of employees assigned to operations;

J. To establish, change, combine or discontinue job classifications;

K. To determine lunch time, starting and quitting times, and the number of hours to be worked;

L. To establish work schedules, work standards and the methods, processes and procedures by which such work is to be performed;

M. To discipline, suspend and discharge employees, subject to this Collective Bargaining Agreement, and to discharge probationary employees without cause at the will of the administration.

N. To adopt, revise and enforce reasonable Township and departmental rules and regulations and to carry out cost and general improvement programs. The Township shall be required only to notify the Union five (5) business days prior to amending and implementing Police Department rules, regulations, special orders and general orders;

O. To transfer, promote and demote employees from one classification or shift to another, subject to this Agreement;

P. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work, subject to this Agreement;

Q. To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged, delegated, modified or granted by this Collective Bargaining Agreement, all of the rights, powers and authority the Township had prior to the signing of this Collective Bargaining Agreement are retained by the Township and remain exclusively and without limitation within the rights of the Township.

ARTICLE 7~~VII~~
AGREEMENTS AND ORGANIZATIONS

7.1: The Township shall not enter into any agreement with any other labor organization, which in any way conflicts with the provisions of this Collective Bargaining Agreement nor with any members of the Union, individually or collectively, in regard to any grievance. Although employees may belong to other organizations, it shall not be required, as a condition of employment with the Township, nor may any other organization represent any employee or the Union with respect to any of the agreements contained herein.

ARTICLE 8~~VIII~~
WAGES AND OTHER BENEFITS

8.1: A sergeant's base wage shall be determined by a percentage rate that is above a top paid patrol officer's wages. This wage shall be determined by the employer using the wage progression schedule in Section 8.2, and shall include the following increases during the life of the Agreement:

Effective January 1, 2015:	2% increase
Effective January 1, 2016:	2% increase
Effective January 1, 2017:	2.5% increase
Effective January 1, 2018:	2.5% increase

Wage rates are set forth in Exhibit E, attached hereto.

8.2: January 1, 2015, 2016, 2017 and 2018
probationary 10%
non-probationary 16%

8.3: Command officers assigned to an eight (8) hour shift in the Investigative Bureau assignment will receive an additional five (5%) percent compensation as long as the twelve (12) hour shift is in effect.

ARTICLE 9~~IX~~
LONGEVITY

9.1: The Employer agrees to grant the following longevity pay to all full-time sergeants hired prior to April 24, 2013.

A. Upon completion of three (3) years of continuous service, employees will be paid One Hundred Fifty and No/100 ($150.00) Dollars.

B. An additional Fifty and No/100 ($50.00) Dollars per year will be paid to eligible employees for each additional year of service (beyond three (3) years) to a maximum of One Thousand and No/100 ($1,000.00) Dollars.

9.2: Any sergeant paying ten percent (10%) toward his/her pension benefit shall receive the following longevity benefit:

A. Upon completion of three (3) years of continuous service, employees will be paid Three Hundred and No/100 ($300.00) Dollars.

B. An additional One Hundred and No/100 ($100.00) Dollars per year will be paid to eligible employees for each additional year of service (beyond three (3) years) to a maximum of Two Thousand and No/100 ($2,000.00) Dollars.

9.3~~C~~. Longevity payments will be made the last pay period of November of each year. An employee must be on the payroll of the Employer on the day when the longevity payment is made in order to receive said payment.

ARTICLE 10~~X~~
OVERTIME

10.1: Overtime. All sergeants shall be paid overtime at the rate of one and one-half (1-1/2) times their hourly wage rate for all hours worked in excess of eight (8) hours per day. However, should the Township utilize a twelve (12) hour day work shift, employees who work a twelve (12) hour shift shall receive one and one-half (1-1/2) times their hourly rate of pay for all hours worked in excess of twelve (12) hours per day, except as set forth in section 8.3.

10.2: The need to call in a supervisor for overtime shall be subject to the discretion of the Chief of Police or his designee.

10.3: Compensatory Time. A sergeant may accumulate up to eighty (80) hours of compensatory time. Any amount in excess of eighty (80) hour compensatory time maximum shall be paid to the employee at the hourly rate in effect at the time the work was performed. Compensatory time can be used by the sergeants subject to the operational needs and requirements of the Police Department.

10.4: Compensatory time that is approved five days in advance of the requested time cannot be canceled (not to include emergency situations). Compensatory time shall be approved or denied within 24 hours of receipt by the Chief or his designee. Compensatory time is approved or denied on a first come basis.

ARTICLE 11~~XI~~
OVERTIME SCHEDULING

11.1: Any sergeant called into work during scheduled or non-scheduled working hours shall be guaranteed a minimum of two (2) hours of work at their overtime rate.

11.2: A sergeant will receive compensation for unscheduled overtime commencing at the time he or she reports for duty. In the event that a sergeant is called to perform unscheduled overtime and ordered to report directly to the scene of an incident, then the sergeant will receive compensation from the time he or she receives the call ordering him or her to report.

11.3: Sergeants assigned to the 12-hour shift, working the standard (84) hour work schedule in the 14-day work cycle, will be compensated for (84) hours pay at straight time.

ARTICLE 12~~XII~~
PROMOTIONS TO RANK OF LIEUTENANT

12.1:

A. All promotions shall follow these steps:

1. Sixty (60) day notice of test.

2. Eligibility, two (2) years in grade as a sergeant and must have received a bachelor's degree by the announcement posting date.

3. Competitive test. If less than two (2) eligible sergeants apply, sergeants not meeting the requirements of Paragraph A.2 may apply. In case there are still less than two sergeants who apply, patrol officers with a minimum of five (5) years seniority, who meets the educational requirements, will be eligible.

4. Assessors will be subject to mutual agreement of the Union and the Township. Assessors may review personnel files of applicants. A Union representative shall have the right to observe the assessment center exercises.

5. The Chief of Police shall recommend one of the top three candidates from the eligibility list to the Township Supervisor for the position. The Township Supervisor shall select one of the top three (3) candidates for promotion.

B. Once an employee is selected to fill the position, the employee with the next highest final score will automatically be considered one of the top three candidates for the purposes of any promotions that occur while the eligibility list remains in effect. For example, if the list is composed of candidates A, B and C, and candidate B is selected for the position, the candidate with the next highest score after A, B and C will automatically be placed on the list of the top 3 candidates.

12.2: Successful candidates will be placed on the eligibility list for a period of two (2) years in order of assessment center ranking.

12.3: Outside candidates will only be hired as lieutenant if no qualified internal candidates exist.

12.4: The probationary period for a newly appointed lieutenant shall be one (1) year. Unsuccessful performance shall mean the officer will be returned to their previous status unless the officer commits misconduct which would lead to termination regardless of status or rank.

12.5: Lieutenants shall be outside this bargaining unit but shall maintain seniority earned while in the unit if the lieutenant is returned to the sergeants bargaining unit.

12.6: The positions of Deputy Chief or Assistant Chief and Chief shall be filled by the Township, as the Township sees fit.

ARTICLE 13~~XIII~~
SPECIALTY ASSIGNMENTS

13.1: All selections to an assignment that has a duration of more than one year shall be based on the candidate's past performance, work history, qualifications, training, and oral interview results among the employees expressing an interest in filling the position.

13.2: The assignment to specialized duties that remove a sergeant from their patrol duties shall last not more than 3 years and not less than 1 year, subject to satisfactory performance.

13.3: The posting of any vacancies to an assignment shall contain the following:

A. Ideal qualifications of a candidate.

B. Length of the assignment.

C. Shall be posted for fourteen (14) days.

13.4: If no one signs up the least senior sergeant (non-probationary) will be given the assignment.

13.5: For temporary specialty assignments of less than one (1) year, members of the bargaining unit shall be asked by seniority within specialty; then seniority within bargaining unit and then if there are still no persons who have indicated a willingness to take the position on a temporary basis, the position shall be filled by the least senior employee within the bargaining unit.

ARTICLE 14~~XIV~~
HOURS OF EMPLOYMENT/ EIGHT HOUR SHIFT

14.1: The work period for full-time sergeants shall be twenty-eight consecutive days. Eight- hour shifts will be utilized by the Township. (It is understood that the Township and the Union have agreed to utilize a twelve (12) hour shift work schedule on a trial basis. (See Article 39). The starting time for the Day Shift shall be between 6:00 a.m. and 7:00 a.m. and the starting times for the Night Shift shall be between 6:00 p.m. and 7:00 p.m. The number of sergeants assigned to the

Booster shift, or any other shift established by the Department, shall not be greater than the number of sergeants assigned on the Day or Night Shifts.

14.2: The hourly wage for a full-time employee, for all purposes of this Collective Bargaining Agreement, shall be determined by dividing the annual salary figures by 2,080 hours.

14.3: Work Schedules, Assignments, Work Hours, and Leave Days. The Department work schedule shall be posted thirty (30) days in advance of the beginning of the scheduled work period.

14.4: Lunch Periods. All employees who work a shift of four (4) hours or more, but less than eight (8) hours, shall be permitted necessary time for lunch, not to exceed thirty (30) minutes. In addition, they shall have an additional 15-minute break for every four (4) hours worked.

Employees working a 12-hour Shift will be entitled to two (2) 20-minute breaks and one (1) 45-minute meal period during each 12-hour work shift. These breaks and meal periods may not be grouped together for extended break/meal period. Employees will attempt to take on (1) break during the first four (4) hours, one (1) break during the last four (4) hours, and a meal break during the middle four (4) hours of their 12-hour shift.

All lunch and breaks shall be subject to the Police Department's ability to call the employee back to duty.

Should an employee be required to work additional hours or report early, thereby extending their scheduled work shift to sixteen (16) hours, the employee is entitled to another lunch period during the additional hours worked.

Normally, breaks will not be taken within one (1) hour of starting or ending a work shift.

14.5: An employee shall not work more than sixteen (16) hours in a twenty-four (24) hour period which begins at the time the employee starts working.

A. Court time is exempt.

B. Training is not exempt.

C. The 16-hour rule shall not apply to emergency situations.

D. Staffing is not to be considered an emergency.

14.6: For 12-hour shifts, the Chief has the right to reassign employees from their regular shift or unit schedule for training purposes.

14.7: Employees who fail to show up for their scheduled work time shall be subject to discipline.

14.8: Time Conversion. For purposes of this Agreement, all references in the collective bargaining agreement to days off will be converted to hours. This includes vacation time, personal

business days, bereavement leave and sick days. All vacation time and sick days will be accrued in hours.

ARTICLE 15~~XV~~
SHIFT ASSIGNMENT

15.1: Probationary sergeants cannot select patrol shifts and are assigned to shifts at the sole discretion of management. Any assignment with a duration of more than one year shall be made according to Section 13.1.

15.2: Full-time, non-probationary sergeants will be allowed to bid the shift and platoon of their choice by seniority each bid period. Bid periods shall be at least twice per year, but not more than three per year. As close as possible, each bid period length shall be equal.

15.3: Management shall only move employees from their chosen shift to assure that staffing and specialized training are balanced among the shifts to perform the needed duties and cover the needed services. Any movement of specially trained officers will be made by moving the least senior employee with that specialty on the shift.

15.4: Management will set the number of sergeants needed per shift and post the shift bid 60 days prior to the new schedule being implemented.

15.5: Assignments. The Township retains the right to approve or deny an employee's request for time off and to reassign employees.

15.6: Schedule Adjustments for Training 12-Hour Work Schedule:

Training on Leave days:

A. If the training is scheduled for less than 8 hours, the employee will receive, at his/her choice, overtime pay or compensatory time.

B. If the training is scheduled to last 8-12 hours, the employee will receive credit for one adjusted 12 hour leave day, to be granted within a two-week period of the training date.

Training on Work Days:

A. If the training is scheduled for less than 8 hours, upon completion, the employee will be required to return to the department and work the duration of his/her normal shift.

B. If the training is scheduled to last 8-12 hours, the training will fulfill the employees 12-hour work day.

Extended Schools:

If the employee is being sent to a school scheduled for 5 days or more, management may reassign the employee to a 40-hour work week as follows:

A. An employee attending a school during his long work week will receive (1) adjusted leave day so that a total of (76) hours will be worked during the pay period. The employee will receive pay for (80) hours.

B. An employee attending a school during his short work week will receive (1) adjusted leave day, plus an additional (8) hours adjusted leave so that a total of {80) hours will be worked during the pay period.

ARTICLE 16~~XVI~~
TRADING OF DAYS

16.1: Trading of days may be allowed for full-time employees, subject to the approval of the Chief of Police. The Chief of Police has discretion to refuse days only if a trade affects needed skills and coverage.

A. The Chief of Police will be notified at least twenty-four (24) hours prior to the trade.

B. The employee making the trade will be responsible for the shift coverage in the event the trading employee fails to show for any reason. The employee making the trade will be charged with the absence and shall not be approved to trade days in the future.

C. The Township shall pay no additional overtime as a result of the trade.

D. Unless otherwise approved by the Police Chief, time may be traded in increments of no fewer than four (4) hours, with twenty-four (24) hours advance written approval by the Police Chief. The twenty-four (24) hour period may be waived in emergency situations by prior or subsequent written approval by the Police Chief.

E. Employees are required to keep track of their own trade time and employees, not the Township, are responsible to repay time and to see that time is repaid. The party who agrees to work for another party is hereby responsible for the fulfillment of all duties and responsibilities as though the employee was regularly scheduled to work on that given day.

F. If the employee agreeing to work for another fails to show for any reason, that employee will be charged with the absence and shall not be approved to trade days in the future.

ARTICLE 17~~XVII~~
HOLIDAYS

17.1: The following calendar days, or calendar day customarily celebrated in lieu thereof, shall be holidays for the purpose of this Collective Bargaining Agreement. This provision is effective from the date of the signing of this Agreement forward.

New Year's Day	Independence Day	Christmas Eve
Martin Luther King, Jr. Day	Labor Day	Christmas Day
Presidents Day	Veteran's Day (November 11)	New Year's Eve
Good Friday (1/2 day)	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	

17.2: Holiday Pay. Sergeants will be paid at the rate of one eight (8) hour day's pay (8 hours at the employee's regular hourly rate) for each holiday (12.5 x 1 day's pay). Holiday pay will be paid to an employee regardless of whether s/he works the holiday or not. If an employee works a holiday, s/he will only receive regular pay in addition to this holiday allowance, which will be paid in one lump sum by the last week of November. For those employees who are hired · or who are terminated during a calendar year, the number of holidays paid will be pro-rated based on the number of holidays falling within the period that the employee worked.

17.3: Sergeants who are scheduled and work on six holidays shall receive time and one-half the regular rate, based upon a 2,080-hour work year, for working those holidays. These days are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

17.4: When a sergeant is called-in or re-scheduled to work a holiday as defined in section 17.1, the sergeant will be compensated at twice (double time) his regular hourly rate.

ARTICLE 18~~XVIII~~
VACATION

18.1: Each full-time employee shall earn credit toward a vacation with pay in accordance with the following schedule.

18.2: Vacation length is determined by continuous service with Plymouth Township as a full-time employee and shall be prorated from the date of hire.

18.3: Method of Earning:

A. Date of hire to less than five years of service = 1 day a month accrual (maximum 12 days).

B. Five to less than ten years of service = 1-1/2 days a month accrual (maximum 18 days).

C. Ten to less than fifteen years of service = 2 days a month accrual (maximum 24 days).

D. Fifteen to less than twenty years of service = 2.08 days a month accrual (maximum 25 days).

E. Twenty years of service or more = 2.17 days a month accrual (maximum 26 days).

18.4: Credit will be earned for only those months in which an employee works at least eighteen (18) eight (8) hour days [twelve (12) days during the time a twelve (12) hour shift is in effect]. Time spent on a scheduled vacation, while on the active roll, will be considered as time worked for computing credits. Time spent on a disability absence due to a worker's compensation compensable injury or approved sick leave, approved personal days, bereavement and court time will be considered time worked, provided the employee works three (3) months during the calendar year in which credit is earned.

18.5: A full-time employee who is on a disability absence for a complete calendar year and who returns to work in the year following a year of disability absence, shall be entitled to the number of days of vacation time he earned in the year immediately prior to his disability, provided he has not used or received pay for such vacation.

18.6: Each sergeant shall select their vacation period independently of the others by seniority. No more than two (2) sergeants can be on vacation at the same time, except with the approval of management.

18.7: Vacation periods shall be bid by employees by seniority within each classification. This will be accomplished as follows: Bids for vacation periods shall be submitted prior to January 31st of each year; bidding will be for a minimum of five (5) consecutive days or more at a time, after each member has made his first selection, then the bidding will start at the top again and continue down the seniority list. This bidding will continue until all employees have bid their respective amounts of vacation time.

18.8: Short-Term Vacation Periods. Up to seven (7) vacation days can be taken in less than five (5) day increments. Selection of short-term vacations shall be made after all employees have had an opportunity to make their long-term; five (5) consecutive days or more vacation selections (see paragraph 19.7 above). Selection of short-term vacations shall be on a first- come, first-serve basis.

18.9: Vacation Carry Over. If employees are unable to utilize their vacation time during the year due to the actions of management, employees shall be allowed to carry over those days they were unable to utilize due to management's actions. In addition, employees may, at the discretion of the Chief of Police, carry up to ten (10) days of vacation for up to six (6) months beyond December 31st of each calendar year. Any time carried over for either of the above reasons must be used prior to separation from employment. If the employee does not use their vacation within the six (6) month carry-over time period or prior to separation from employment, whichever is earlier, their vacation time will be forfeited.

18.10: Upon termination of employment, employees shall be entitled to receive compensation equal to the number of unused vacation days at the employee's prevailing basic salary rate.

ARTICLE 19~~XIX~~
PERSONAL BUSINESS DAYS

19.1: A full-time employee may utilize two (2) days during the calendar year for personal business reasons with forty-eight (48) hours notice, or less with approval of the Chief of Police. Personal days are not earned and not paid for if an employee leaves employment.

19.2: Personal business days may not be used the day prior to or the day after a paid holiday or in conjunction with a vacation unless approved by the Chief or his designee.

19.3: Personal business days may be used in increments of not less than one-half day (i.e., in increments of four (4) hours during eight (8) hour shifts; six (6) hours during twelve (12) hour shifts).

19.4: Personal business days are not charged against sick leave or annual leave, are not accumulated from one year to the next, and if not used, are lost.

ARTICLE 20~~XX~~
SENIORITY

20.1: There shall be two types of seniority earned by police sergeants:

A. Departmental Seniority: Seniority as a Plymouth Township Police Department member which dates from the employee's date of hire as a full-time "sworn" officer of the police department. This type of seniority is applicable to accumulating benefits (vacation, etc.) as well as layoff in the patrol officer ranks.

B. Seniority in Rank: There shall be seniority as to each rank in the department. This seniority shall be determined from the date of promotion into the current rank. In the event two or more officers are promoted on the same day the eligibility list ranking order will be the determining, factor as to seniority in rank. This type of seniority is applicable to the determination of such issues as shift selection, vacation bid selection, equipment selection, and layoff from current rank.

20.2: Township Seniority: A sergeant with prior "non-sworn" Township employment shall not lose accumulating benefits to which he/she may be entitled.

20.3: All new sergeants shall be considered probationary in their new rank for a period of one (1) year.

20.4: An up-to-date seniority list shall be furnished to the Union every six (6) months and shall initially conform to the list attached hereto as Exhibit A.

20.5: An employee shall lose his seniority for the following reasons:

A. If the employee resigns or retires;

B. If the employee is discharged and not reinstated;

C. If the employee is absent from work for three (3) working days without properly notifying the Employer, unless the reason for such absence is a permitted absence under the provisions of this Collective Bargaining Agreement;

D. If the employee does not return to work at the end of an approved leave without a reasonable and valid excuse;

E. If the employee does not return to work within seven (7) calendar days following recall from a layoff.

ARTICLE 21~~XXI~~
SICK LEAVE

21.1: All full-time sergeants on the payroll the first day of the month shall earn one (1) day sick time leave per month. All unused sick hours shall remain in a sick time accumulation bank. If an employee is off due to illness or injury, he shall have any available sick days deducted from his sick time accumulation bank for all time missed due to illness or injury.

21.2: All days over forty-five (45) days on January 1st of each year shall be paid off on the second employee pay day of January in accordance with the following formula:

A. One-half (1/2) of each excess sick day will be paid for at the daily rate, as of December 31st of the preceding year.

B. The other one-half (1/2) of each excess sick day will be credited to the individual employee's Sick Leave Supplemental Bank (see paragraph 21.9 below).

21.3: All newly promoted members to the rank of sergeant who have in excess of forty-five (45) days will be bought down to forty-five (45) day rate. (at the rate of 100% of their daily rate salary per sick day.)

21.4: Sick leave time is an authorized absence for an employee's injury or illness with the following exceptions:

A. No employee shall be charged with a sick day if the absence of a work day is due to injury sustained on or in the line of duty or the performance of his job as specified in section 34(C) of this Agreement.

B. No employee shall be charged with a sick day if absence of a work day is due to a death in the family as outlined in Article 22~~XXII~~.

C. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.

21.5: When more than two (2) consecutive sick leave days are taken, a doctor's slip is required prior to the starting time of the next duty day back to work.

21.6: Improper use of sick leave shall result in disciplinary action.

21.7: Those members of the unit who have the maximum amount of hours in their sick leave bank at year end and who have utilized three (3) or less sick days per year will be awarded bonus vacation days under the terms of the Agreement. The schedule of bonus vacation days is as follows:

Sick Days Used During Year	Bonus Vacation Days Earned Next Year
3 days	2 days
2 days or less	3 days

Effective January 1, 2017, the schedule of bonus vacation days is as follows:

Sick Days Used During Year	Bonus Vacation Days Earned Next Year
3 days	2 days
2 days or 1 day	3 days
No days used	4 days

Vacation bonus days that not are used in the year succeeding their accrual are lost and have no cash value. Use of this benefit time shall be treated as under the requirements of Article 19.

This benefit is computed as a day for a day benefit. This day for a day language may not be applied to any other benefit or assignment wider this collective bargaining agreement.
The employer will be responsible for keeping a separate bank to track bonus vacation time.

21.8: Upon termination of employment, sergeants shall be paid at the rate of 100% of their then-prevailing daily rate for all days in their sick time accumulation banks on the date of termination up to forty-five (45) days maximum.

21.9: Sick Leave Supplemental Bank. In addition to the sick leave accumulation covered in this Article, all sergeants on the payroll the first day of each month shall earn an additional eight (8) hours per month which shall remain in a supplemental sick leave bank.

A. The supplemental sick bank is to be used only if:

1. The sergeant has exhausted all of his or her regular sick time accumulation bank hours; and

2. The employee suffers an illness or injury that causes the employee to be absent from work for at least two (2) weeks; and

3. The sergeant suffers an illness or injury and has no other benefit (paid time) to cover the period of time between the onset of the illness or INJURY AND THE COMMENCEMENT OF DISABILITY insurance benefits [i.e., the current sixty (60) calendar day long-term disability benefit elimination period]. Once a person meets the LTD benefit elimination period, that person must utilize the LTD benefit and may not utilize any other supplemental sick time benefits; nor may a police officer supplement LTD coverage through the use of these benefits.

B. The supplemental sick bank is in the nature of a supplemental short- term disability benefit and is to be utilized only for illness or injury. Therefore, the supplemental sick bank has no cash value either at the end of the year, or at termination, or retirement.

C. Maximum accumulation is four hundred fifty-six (456) hours of supplemental sick leave for supplemental hours earned on a monthly basis. (Hours put into the Supplemental Sick Leave Bank, as a result of the annual excess sick leave buy back program (paragraph 21.2(B), shall be maintained in a separate account and shall not have a maximum accumulation limitation.)

D. This benefit is not transferable.

ARTICLE 22~~XXII~~
BEREAVEMENT LEAVE

22.1: In the event of a death in the employee's immediate family, that is, his/her spouse, child, those with whom he/she is in the position of loco parentis, parents, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandparents-in-law, the employee shall be excused, without loss of basic salary and fringe benefits, for a period of three (3) consecutive days commencing on a day and time chosen by the employee, provided that one (1) of the days of this period is the date of the service of said deceased. For purposes of this section, the term "child" shall include natural born children, as well as step-children and grandchildren residing in the employee's home.

22.2: Leave time may be up to five (5) days if the funeral service is more than five hundred (500) miles from the Township.

ARTICLE 23~~XXIII~~
JURY DUTY

23.1: All fees paid to the employee for a duty day will be turned over to the Township.

23.2: The Township will pay a full-time employee for days served on the jury on all of the regularly scheduled work days. An employee serving a full day of jury duty will not have to work their scheduled shift.

23.3: The employee will report back to complete the shift on which he was working after serving on the jury unless he must report back to the Court on the following day. In either circumstance, the employee will notify the officer in charge as to his disposition.

ARTICLE 24~~XXIV~~
UNIFORMS

24.1: The Employer will furnish uniforms and clean uniform items for sergeants. Uniform items will be furnished in accordance with Departmental Rules and Regulations.

24.2: The Employee must turn in all uniform items furnished upon termination or separation prior to issuance of final paycheck.

24.3: Employees working in the Detective Bureau will be reimbursed upon presentation of a receipt for up to $500 per calendar year for work attire clothing costs.

ARTICLE 25~~XXV~~
PHYSICAL EXAMINATION

25.1: Except as provided in Article 38 the Township shall have the right, at its expense, to schedule and conduct a physical examination no more than once a year for sergeants. The examination will include but not be limited to chest x-rays, electrocardiograms and any other lawful tests.
25.2: The physical examination will be to assure that the sergeant is able to perform the duties as described.

25.3: The Township shall have the right to conduct drug testing of members of the Police Department. Such testing shall be conducted in accordance with the program outlined in the Letter of Understanding appended to this Agreement.

25.4: The Township shall have the right to establish a mandatory physical fitness program/test. In the event the Township establishes such a program, the Township will pay an annual physical fitness allowance of $250.00 to each bargaining unit employee who successfully passes the physical fitness test.

ARTICLE 26~~XXVI~~
MILEAGE

26.1: When an employee is required to use his/her personal automobile for police department business, other than driving to and from work, reimbursement will be made pursuant to the general reimbursement policy for Township employees.

ARTICLE 27~~XXVII~~
PERSONAL EFFECTS

27.1: The Township will reimburse employees for damage to glasses, briefcases or other reasonable personal effects, shown to be damaged in the course of duty, at the sole determination of the Police Chief.

ARTICLE 28~~XXVIII~~
COURT TIME

28.1: A minimum of three (3) hours will be paid for court time upon ratification of this Agreement. Officers must attend court when required and approved.

ARTICLE 29~~XXIX~~
PROFESSIONAL QUALIFICATIONS

29.1: The Township and the Union agree that it is in the public interest for the sergeants to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Township may, in its sole discretion, select any training program, session or meeting which it finds suitable. When so directed by the Township, employees shall participate in all training programs, sessions or meetings selected by the Township.

ARTICLE 30~~XXX~~
LAYOFF

30.1: Layoff: In the event it becomes necessary for the employer to reduce the number of employees in the workforce due to lack of funds, lack of work, or reasons other than the acts or delinquencies of an employee such layoffs shall be by seniority within the rank. (Probationary police officers shall be laid off first, followed by police officers, then sergeants from the junior to most senior in rank).

A. Sergeant laid off may "bump down" into the non-supervisory bargaining unit.

30.2: Recall: Laid off sergeants will be recalled in reverse order of layoff.

A. In the event a sergeant is laid off and bumped down into the non-supervisory unit he/she shall be re-elevated to the rank of sergeant once the position is open again. Said person(s) shall not be required to retest for promotion. There shall be no time limit on this stipulation.

ARTICLE 31~~XXXI~~
NO-STRIKE CLAUSE

31.1: During the life of this Collective Bargaining Agreement, the Union shall not cause its members to cause nor shall any member of the Union take part in any sit-down, stay-in or slow-down, curtailment of work, restriction of work or interference with the operations of the Township. The Union shall not cause nor shall any member of the Union take part in any strike or stoppage of any of the Township's operations during the life of this Collective Bargaining Agreement.

31.2: The Union agrees it will take prompt, affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Township shall have the right to discipline (including discharge) any or all employees who violate this Article and such action shall not be subject to the Grievance Procedure or arbitration provision of this Collective Bargaining Agreement. In addition, the Township shall have the right to obtain injunctive relief in any court of competent jurisdiction and/or it shall have the right to terminate this Collective Bargaining Agreement by notice, in writing to the Union, in addition to any other remedies it may have.

31.3: The officers of the local shall take prompt, affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, or work interference of any kind.

ARTICLE 32~~XXXII~~
MISCELLANEOUS

32.1: Copies of Contracts. The Township agrees to provide access to the Agreement to each bargaining unit member on the Township Intranet.

32.2: Benefit Hour Reports. Bargaining unit members will have access to benefit hours usage information on the Enterprise time system.

ARTICLE 33~~XXXIII~~
TUITION REIMBURSEMENT

33.1: The Charter Township of Plymouth will reimburse for the cost of tuition, fees, and books for classes taken toward a bachelor or masters degree provided a "C" average is maintained in such course work. To receive reimbursement employees will provide a copy of the class or program description to their department head prior to registration for the purpose of notification. Payment is to be made by the employee and will be reimbursed by the employer at the end of the semester upon presentation of a payment receipt and evidence of having received at least a "C" average. Courses must be scheduled during other than normal working hours. Total reimbursement will be limited to $3,000 per employee per calendar year. Upon completion of a degree under this benefit, the employee must remain as a Township employee for a minimum of three years or must return a pro-rated portion of the monies paid by the Township for the employee's education benefit.

ARTICLE 34~~XXXIV~~
DISABILITY PROGRAM

34.1: The Township shall provide the Long-Term Disability Benefit program, existing as of December 15, 1989, and provided for in Policy No. C-0214 (as amended April 1, 1992, L-0053), or equivalent. The maximum monthly benefit cap shall be $5,000.

34.2: On-the-job injuries shall be compensated pursuant to the laws of the State of Michigan. Township procedures regarding notice of injuries will be followed.

A. Notification. Current Township policies will be followed in processing · on-the-job injuries. Sergeants of the bargaining unit of the Charter Township of Plymouth Police Department, suffering an injury or illness arising out of and in the course of his/her employment with the Township, shall immediately notify the officer in charge of the injury or illness. This sergeant shall notify the Police Chief or the Township Supervisor of the employee's injury or illness as soon as reasonably possible.

B. Eligibility. A sergeant shall receive pay and benefits, as set forth below, if it is determined that his injury is compensable based on the standard of compensability under the Worker's Compensation Act. A determination of compensability shall be

made as soon as possible and shall be according to the recommendation of the police officer's personal physician and the Township's designated physician. In the event that the aforementioned physicians disagree, a third opinion shall be obtained from a person mutually designated by the parties (mutually designated by the aforementioned physicians).* The cost of the third opinion shall be borne jointly by both parties.

C. Pay and Benefits. The Township shall pay to a sergeant suffering compensable on-the-job illness or injury the following pay and benefits for a period no longer than one year following the illness or injury:

1. Full-time sergeant shall not incur personally any hospital, medical or surgical expense due to a recognized injury.

2. All sergeants shall be compensated at the same rate as his base wage rate, for a period of up to one year from the date of the illness or injury. In the event that the sergeant becomes entitled to Worker's Compensation benefits, the Township shall be entitled to recoup the wage payments under this Section, except for that portion of the employee's basic wage not covered by Worker's Compensation.

3. For full-time sergeants the Township shall pay for one year from the date of injury all insurance benefits under this Agreement, including but not limited to health, life, medical, optical and dental insurance, and the Township's share of retirement contributions, except for pro-rata type benefits, such as sick time accumulation and sick leave earnings. Vacation accumulation shall be calculated pursuant to Article 20~~XX~~. At the end of one year, the Township shall offer the employee the right to pay premiums for health insurance as mandated by federal law regarding extended health care coverage. No full-time sergeant shall suffer a reduction in sick days for work time missed due to on-the-job injury or illness so long as the employee qualifies for worker's compensation.

4. It is hereby intended that no employee shall receive more than his/her regular basic wage rate by reason of the provisions of this section.

   a. In the event an injured sergeant becomes entitled to no-fault work loss benefits and worker's compensation benefits, the benefits will be coordinated and the Township's obligation to supplement wage loss benefits under this section will be limited to bringing the employee to his/her regular basic wage rate.

   b. The Township will be subrogated to all of the sergeant rights of recovery against any person or organization to the extent of any wages or benefits which the Township becomes liable to pay under this section.

34.3: Restricted Duty for On-The-Job Injury:

A. The Township may take all appropriate action to insure that no person, organization or entity shall discriminate against any police department applicant or employee on the basis of race, color, religion, national origin, age, sex, marital status, height, weight or handicap/disability.

B. Sergeants who have been off-duty on injury-on-the-job leave and have recovered sufficiently to be able to return either to full duty or restricted duty within the Township, will be so certified at the time they reach this status physically.

C. It will be the determination of the Township as to what type of restricted duty the employee is assigned.

D. When a sergeant has been off duty for ninety (90) days or more for injury-on-the-job leave, that employee will be examined with a view toward physical and vocational rehabilitation, as well as to his present employment capability.

E. Upon completion of the evaluation, whether by the Township physician, by consultants and/or by the physical and /or mental rehabilitation services as indicated by the Township physician, the Police Chief will inform the Clerk's officers, and the Township Supervisor, of the proposal for action concerning the employee's physical and rehabilitation status. (The sergeant has the right to obtain an evaluation from his personal physician. In the event there is a difference of opinion between the Township's physician and the employee's physician, a third opinion shall be obtained from a person mutually designated by the parties.) This should include his availability and capability of performing other duties not necessarily in the assigned department and in line with the job duties not necessarily in the assigned department and in line with the job specification, but his capability of performing any duty with the Township, then his case will be referred to the Human Resource Director for placement in a position with the Township within his capabilities.

F. Wages and benefits paid to an employee placed pursuant to this provision will be the wages and benefits normally incident to the job in which the employee is placed.

34.4: If an employee dies as the result of an on-the-job injury or illness, the Employer will continue to maintain the then-current medical, dental, optical and prescription drug insurance coverage, as subsequently modified from time to time by this Agreement, for the employee's spouse and dependent children (as defined in the employer group insurance policy). This coverage will continue until the spouse of the employee obtains equal or better insurance coverage from the spouse's own employer, dies, or remarries. Further, dependent children coverage shall also terminate when each child ceases to be a dependent child as defined in the employer's then existing group insurance policy.

ARTICLE 35~~XXXV~~
INSURANCE

35.1: GENERAL.

The Employer reserves the right to select or change insurance carriers, to be a self-insurer, either wholly or partially, and to choose the administrator of its insurance programs, as long as similar benefits are provided.

The terms of any contract or policy issued by the insurance company shall be controlling as to all matters concerning benefits, eligibility, and termination of coverage and other required matters. The Employer, by payment of or contribution towards premium payments required to provide the coverage set forth in this Article, shall be relieved from all liability regarding the benefits provided by the insurance company. The failure of any insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Employer or the Union, nor shall such failure be considered a breach of any obligation by either of the two organizations.

35.2: HOSPITALIZATION, DENTAL AND VISION COVERAGE

A. The Employer shall continue to maintain the current health, dental, and optical insurance for regular full-time employees at the Employer's expense, subject to the provisions of Paragraph B (below). Dental coverage (no orthodontic coverage) shall include a maximum $1,000.00 per person per contract year. Coverage under this provision that is changed from the previous collective bargaining agreement shall be effective as soon as practicable after ratification of this Agreement. Insurance benefit plans presently available are BCN, BCBS-PPO Medical, Ameritas Dental, and Eye-Med Vision~~, Delta Dental, and National Vision Administrators~~.

B. Employee health insurance programs are subject to the following:

1. The Employer shall pay the full cost of coverage for BCN 10 HMO as detailed in Exhibit C - Active and Exhibit D - Retiree, less any employee premium sharing required by 35.2(8)(4). Employees choosing the PPO shall pay the difference in cost between the HMO and the PPO, in addition to the premium sharing required by 35.2(8)(4). Payments shall be made by means of payroll deduction spread evenly over each payroll period.

2. Prescription coverage for the HMO shall be an open formulary plan with a co-pay of $10.00 for generic pharmaceuticals, $20.00 for preferred brand name pharmaceuticals, and $40.00 for non-preferred brand name pharmaceuticals. In those cases when a generic equivalent is available, but an insured or his or her physician insists on a brand name drug in lieu of the available generic equivalent, the employee shall be responsible for any additional cost of the brand name drug in excess of the generic equivalent

to the extent not paid by the plan, over and above the applicable $20.00 or $40.00 co-pay.

3. Office visit co-pay: HMO: $30.00 {PPO: $15.00). (ER Co-pay HMO: $100.00; PPO: $50.00) (UC Co-pay: HMO: $35.00; (PPO $15.00).

4. Insurance Premium Sharing as follows:
Employees shall contribute 20% of the costs of Township-provided health insurance by way of payroll deduction spread evenly over each payroll period.

5. The plan shall include a $3,000/$6,000 annual individual/family in-network deductible, with such deductible to be paid in full by the Township.

6. The Township will no longer reimburse the emergency room charge associated with the Township's HMO health insurance program.

7. The Employer will provide open enrollment on an annual basis.

8. The Employer's flexible benefit plan established as part of Section 125 of the Internal Revenue Code shall be available for utilization by members of the bargaining unit. Administration and limitations of this Plan shall be determined by the Township and as otherwise required by federal law or regulation.

9. Unit members who wish to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical benefits shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement. As a condition of waiver of medical benefits, the employee must submit a letter to Human Resources certifying that the employee and the employee's dependents will be covered under a health insurance plan. Said certification must be provided to Human Resources each year in order to maintain waiver of benefits.

   a) In the event a unit member's outside insurance coverage is terminated for any reason, he/she shall promptly notify the Township, which will endeavor to enroll the employee and the employee's eligible dependents in a Township-sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier. In the meantime, the unit member shall exercise the COBRA and/or conversion policy rights under his/her spouse's plan until the unit member enrolls in a Township-sponsored plan.

   b) Union members who waive medical benefits will be entitled to a taxable cash benefit of $150.00 per pay period.

c) In the event of any conflict between the payment-in- lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

35.3: The Union agrees to officer participation in a Township sponsored cafeteria benefits plan, should one become available, on or after July 1, 1993.

35.4: The Township will continue to maintain the term life insurance program with a double indemnify provision, at 1.5 x annual base salary rounded to the nearest $5,000.00 to a maximum of $50,000.00 with a reduction of:

A. 35% at age 65;

B. 50% after age 70; and

C. 65% after age 75.

35.5: The Township will provide long-term disability insurance with a sixty (60) day elimination period at 66-2/3% benefit level.

35.6: The Township will continue to provide liability insurance through Michigan Municipal Risk Management Authority or from a comparable provider at a comparable cost.

35.7: RETIREE HEALTH CARE

Subject to Sections A, B, C and D, below, the Township will provide retirees with twenty-five (25) years of full-time service in the Plymouth Township Police Department (see Exhibit B for full-time years of service), and their spouses, with health insurance comparable to that provided full-time employees, including dental, optical and prescription drug riders, provided that benefits are coordinated with Medicare, Medicaid, and other benefits provided by subsequent employers or spousal employers. Upon retirement and eligibility, Medicare shall be the primary insurer. The Township will also provide term life insurance for retirees in an amount not less than $2,000.00. Effective upon ratification of this Agreement retirees will no longer be eligible for this $2,000 term life insurance. At the time of retirement, eligible retirees and their spouses shall have the option to select health insurance coverage under the HMO or PPO provided by the Township. Employees choosing the PPO shall pay the difference in cost between the HMO and the PPO, in addition to any premium sharing required by 35.7(A). Retirees shall be eligible for dependent coverage upon retirement provided that the retiree shall be required to pay the full cost for such coverage, i.e. the difference between single coverage and employee plus one coverage or the difference between employee plus one coverage and family coverage, whichever is applicable.

A. Retiree Premium Sharing

Effective upon ratification of the 2009-2011 Agreement, employees who retire after January 1, 2009 and who choose health care coverage upon retirement will

contribute 1% of their annual base wages at the time of retirement towards health care premiums annually from retirement until the retiree reaches sixty (60) years of age. This contribution shall be frozen at the time of the employee's retirement and will be made directly to the Township by the first of the year. This contribution amount shall be prorated in the year the employee turns sixty (60). Effective January 1, 2012, employees who retire after January 1, 2012 shall contribute 20% of the costs of Township-provided health insurance. The retiree contribution shall be paid directly to the Township prior to the start of the benefit plan year of retirement and must continue to be made in every year until the retiree reaches eligibility for Medicare coverage. Upon attainment of Medicare eligibility, retirees will receive the benefit specified in Section B, below, without premium sharing.

B. Coverage upon eligibility for Medicare

1. Retired Employee Becomes Medicare Eligible.
When a retiree and his/her spouse become Medicare-eligible or when a retiree without a spouse becomes Medicare eligible, in lieu of retiree health insurance the Township will provide an annual reimbursable amount not to be rolled over from year to year of $1,500.00 for single and $3,000.00 for a couple into a health reimbursable account which may be used for all medical expenses allowed under law. This payment shall be pro-rated in the calendar year when the payment first begins with the $1,500.00/$3,000.00 payment being based on a full calendar year.

2. Spouse of Retired Employee Becomes Medicare Eligible.
When the spouse of a retiree becomes Medicare-eligible prior to the retired employee becoming Medicare-eligible, the $1,500.00 annual payment into the health reimbursable account will be made on behalf of the spouse in lieu of health insurance for the spouse. The retired employee will continue to receive Township provided health insurance until such time as he/she becomes Medicare-eligible.

3. It shall be the responsibility of the retired employee and/or spouse to secure supplemental insurance.

4. On January 1, 2011, and each year thereafter, the amounts provided in this section shall be increased by the then most recent Social Security Consumer Price Index increase, if any increase is provided.

C. Retiree Opt-Out

1. Retirees who elect to waive medical benefits will be entitled to an annual taxable cash benefit in the amount of $3,900. The taxable cash benefit provided to retirees is subject to change from year to year as the opt out amount provided to active employees changes with negotiations. Retirees wishing to waive medical benefits must complete a Waiver of Medical Benefits form and submit it to Human Resources. Waiver of medical

benefits shall remain in effect from coverage year to coverage year unless revoked by the retiree, in writing, during a subsequent open enrollment period or as otherwise provided in this Agreement.

2. In the event a retiree's outside insurance coverage is terminated for a reason that would permit re-entry into the Township's health insurance plan, the Township will endeavor to enroll the retiree and the retiree's spouse in a Township sponsored medical benefits plan at the earliest possible date allowed by the chosen insurance carrier.

3. In the event of any conflict between the payment-in-lieu policy and the terms of any applicable health, dental or optical insurance plan or policy, the terms of the insurance plan or policy shall be controlling.

4. Employees must notify the Township within thirty (30) days of a status change which would affect a retiree's eligibility or benefit under this section.

D. EMPLOYEES HIRED ON OR AFTER APRIL 24, 2013
Employees hired on or after April 24, 2013, in lieu of retiree health insurance, will be eligible to participate in a Health Reimbursable Account under the following terms: Township to contribute $50 per pay. Effective October 1, 2016, the Township will contribute $75 per pay. Employees shall vest 20% after each year of plan participation and will be 100% vested after 5 years of plan participation. The employees control how contributions and associated earnings are invested in the account, choosing from available mutual fund options.

E. Effective June 7, 2013, any retirement benefits in this Article provided to the spouse of the employee, shall be limited solely to the employee's spouse at the time of retirement. A spouse who is divorced from a retiree, or who remarries after a retiree's death, shall only be eligible for those benefits which the spouse would be permitted to obtain, by providing the Township with the premium, under Federal laws regarding extended health care coverage.

ARTICLE 36~~XXXVI~~
PENSION

36.1: All employees shall be members of MERS Defined Benefit Plan which shall include -a 2.8% multiplier, Vest 10, FAC3 (using only those years since 1999), FIN 25, 80% max, D-2. Amortization shall be made over a period of time determined at the Employer's discretion, but no less than twenty (20) years. Credit shall be given and contributions shall be made only for actual years of service as a Plymouth Township full-time command officer, police officer, dispatcher or PSA. New full-time employees will become participants under the Pension Plan on the date of hire. Unit members shall pay the initial 2.0% of salary contributions necessary to fund the Plan. The Employer shall then be responsible for future contributions to the Plan (subject to above) up to 13.5% of payroll as defined by MERS (excludes bonuses, sick time payouts and benefit opt outs). Should the actuarially determined cost of this Plan exceed 15.5%, unit members will be responsible for additional contributions up to a total contribution of 7.0%. Employee contributions

shall not exceed 7.0% of MERS payroll, the Employer remaining responsible for funding any actuarially determined costs that exceed 20.5% of payroll. All employee contributions shall be made by payroll deduction.

36.2: Employees who become members of the bargaining unit on or after January 1, 2017 and who are participants in the Township's defined benefit plan shall continue with the pension plan and pension benefits they had with the POAM prior to their promotion, including the employee contribution the employee was paying with the POAM, which is currently 10% of MERS wages. Any such employees shall remain in the police officers MERS defined benefit group or, if required by MERS, be part of a new MERS defined benefit group. However, employees who become members of the bargaining unit on or after January 1, 2017, and who are participating in the Township defined contribution plan, shall remain in the defined contribution plan, including any required employee contribution.

36.3: Despite discussions during negotiations for the January 1, 2015 through December 31, 2018 agreement regarding pension issues including the employee contribution to the defined benefit plan and the closing of the defined benefit plan for employees hired by the Township on or after July 26, 2016, the parties did not agree to pension changes with respect to current members of the bargaining unit. The fact that pension changes were not agreed to by the parties shall have no precedential effect on other bargaining units, it being understood by the parties to this Agreement that the decision to extend the Agreement, without the modifications to the pension which were put in place for POAM members and members of other bargaining units, was based upon unique factors, including the length of time that has passed since the expiration of the Agreement, the relative short length of time until negotiations will begin on a successor agreement and the need for the Township to review and fully analyze the current state of funding for the MERS Defined Benefit Plans. The COAM understands that it is the Township's intent to bring pension issues previously agreed to or otherwise incorporated in the CBAs of other bargaining units to the bargaining table when the parties meet to negotiate the next CBA.

ARTICLE 37~~XXXVII~~
GRIEVANCE AND ARBITRATION

37.1: A grievance is defined as an alleged violation of a specific Article and Section of this Collective Bargaining Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following Grievance Procedure.

37.2: A grievance shall be processed on the attached form.

37.3: Prior to filing a formal grievance, the employee or his chosen representative shall attempt to settle the grievance at the department level. In any event, a formal written grievance stating the specific Article and Section of this Collective Bargaining Agreement alleged to be violated, together with the facts giving rise to the grievance, the relief requested, and signed by the employee, must be filed within fifteen (15) business days of the occurrence out of which the grievance arises. or fifteen (15) days of when the party should have had reasonable notice of the occurrence, or it will be forever time barred. If attempts to settle the grievance informally have failed at the department level, formal proceeding shall consist of the following:

37.4: Step 1. Submitting the grievance on the Grievance Form to the Chief who shall have five (5) business days to render a decision.

37.5: Step 2. In the event that the decision rendered in Step 1 is not satisfactory to the Union, the Union, on behalf of the employee, shall submit an appeal within five (5) business days of the decision in Step 1 to the Township Supervisor. The Township Supervisor shall then render a decision within ten (10) business days after receiving the appeal.

37.6: Any grievance not advanced to the next Step by the Union within the time limit in that Step shall be deemed abandoned. If the Township Supervisor or his representative does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be. extended by mutual agreement in writing.

37.7: The Township shall not be required to pay any back wages prior to the date a written grievance is filed, provided that in the case of alleged shortages in pay or other allowances provided in this Collective bargaining agreement the applicable period will be one (1) calendar year from the date the written grievance is filed. In cases of suspension without pay or discharge, the date of suspension or discharge shall be operative for back pay awards.

A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned. If an employee has a second job prior to discharge or suspension, the amount that the employee customarily earned prior to discharge or suspension shall not be offset.

B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance unless such grievance has been designated as a representative grievance.

37.8: Any grievance which arose prior to the effective date of this Collective Bargaining Agreement shall not be processed.

37.9: Any agreement between the Township and the Union representatives is binding on all workers affected and cannot be changed by any individual.

37.10: In no event shall an individual be permitted to invoke arbitration under the Agreement; only the Union and management may invoke arbitration.

37.11: In the event that the grievance is not settled in accordance with Section 37.5, the Union may invoke arbitration by filing a demand with the Federal Mediation and Conciliation Service or American Arbitration Association (AAA) and the Township Supervisor. Such demand for arbitration shall be submitted within twenty (20) business days after receipt of the Township Supervisor's decision or expiration of the time limits for the Township Supervisor's decision contained in Section 37.5 of the Grievance Procedure or it is forever time barred. Each party shall pay its own cost of processing grievances through the Grievance and Arbitration Procedures. The fee of the arbitrator and his travel expenses of arbitration shall be home equally by the parties.

37.12: The jurisdiction of the Arbitrator shall be limited to the determination of grievances as defined herein. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue provided that the Arbitrator may hear the case upon the merits before rendering a decision on arbitrability. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties without decision.

37.13: The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Collective Bargaining Agreement. He shall have no power to specify the terms of a new Collective Bargaining Agreement.

37.14: The Arbitrator's powers shall be limited to deciding whether the Township violated the express Articles or Sections of this Collective Bargaining Agreement and he shall not imply obligations or conditions binding upon the Township from this Collective Bargaining Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Township.

37.15: There shall be no appeal from the Arbitrator's decision if within the scope of this authority as set forth above: It shall be final and binding on the Union, its members, the employee or employees involved and the Township.

ARTICLE 38~~XXXVIII~~
SEVERABILITY AND SAVINGS

38.1: This Collective Bargaining Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Township, the union and the employees in the bargaining unit, and in the event that any provision of this Collective Bargaining Agreement shall at any time be held to be contrary to the laws of this State by a court of competent jurisdiction from whose final judgment or decrees no appeal has been taken with the time provided therefore, such provisions shall be void and inoperative. However, all other provisions of this Collective Bargaining Agreement shall, insofar as possible, continue in full force and effect.

38.2: All applicable departmental rules, regulations, directions, general orders, or special orders, including any amendments thereto, shall apply to all police officers, unless specifically overruled or inconsistent with the terms of this agreement. If the rules, regulations, directions or orders are inconsistent with this agreement, this agreement shall prevail.

ARTICLE 39~~XXXIX~~
TWELVE HOUR SHIFTS

39.1: WORK CYCLE. For the purpose of a 12-hour work schedule, the length of the work cycle for police officers will be a 14-day pay period, beginning on Monday and ending on Sunday for two (2) consecutive weeks.

39.2: WORK SCHEDULE. Police officers will work two (2) 12-hour shifts in one of seven (7) days weeks of the work cycle and five (5) 12-hours shifts in the other week. This will amount to eighty-four (84) hours of scheduled work in the 14-day work cycle. The employee will

normally be scheduled a total of seven (7) days working and seven (7) days off sometime during the 14-days work cycle.

39.3: OVERTIME. Employees who work the 12-hours shift shall be paid for the additional four (4) hours worked during the two (2) week cycle at the straight time rate for that pay period.

39.4: HOLIDAYS. Employees will still receive the eight (8) hours of pay for each holiday provided for in the contract.

39.5: SPECIAL ASSIGNMENT OFFICERS. Special assignments will not be governed by this Article. By way of example, DARE, Investigations, Motor Carrier Enforcement Operation, shall be scheduled at the discretion of management.

39.6: ASSIGNMENTS. The Township retains the right to approve or deny an employee's request for time off and to reassign employees.

39.7: CHANGEOVER TO TWELVE (12) HOUR SHIFT. Under this Agreement, and at the time of changeover from eight (8) hour to twelve (12) hour shifts, there will be no overtime costs to the Township. The same will occur should there be a change to a shift schedule other than the one in this Article.

39.8: LENGTH OF AGREEMENT. The 12-hour schedule shall be in effect from year to year but may be terminated by either party giving written notice to the other of intent to terminate. In such case, the termination date of the 12-hour work schedule shall be one year from the date of said written notice.

39.9: SUPPLEMENTAL SICK BANK. Sergeants shall earn supplemental sick leave bank time in accordance with the eight (8) hours per month schedule provided in paragraph 21.9 of the Agreement.

ARTICLE 40~~XL~~
EXTENSION

40.1: In the event that negotiations for any modifications or termination extend beyond the termination date of this Collective Bargaining Agreement, the mandatory terms and conditions of employment contained in this Collective Bargaining Agreement shall remain in full force and effect pending a new Collective Bargaining Agreement between the parties. Consistent with Michigan law, permissive subjects may be discontinued or modified unilaterally by the Township after contract expiration.

ARTICLE 41~~XLI~~
DURATION OF AGREEMENT

41.1: The provisions of this Collective Bargaining Agreement shall be effective from the date of signing, unless specifically dated in this Collective Bargaining Agreement, and shall continue and remain in full force and effect to and including December 31, 2018 and thereafter for successive periods of one (1) year unless either party shall, at least ninety (90) days prior to the expiration of

the agreement, serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Collective Bargaining Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

ARTICLE 42~~XLII~~
SUCCESSOR'S CLAUSE

42.1: This Collective Bargaining Agreement shall be binding upon the successors and assigns of the parties hereto until the expiration of this Collective Bargaining Agreement, unless otherwise extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the Union and the Township have caused this Collective Bargaining Agreement to be executed in their names by their duly authorized representatives this ____ day of March, 2019~~_____, 2017~~.

The parties agree that the Collective Bargaining Agreement between the Charter Township of Plymouth and the Command Officers Association of Michigan, effective January 1, 2019~~2015~~, shall remain in full force and effect through December 31, 2023~~2018~~.

COMMAND OFFICERS ASSOCIATION OF MICHIGAN	CHARTER TOWNSHIP OF PLYMOUTH
_____	_____
Kevin Loftis Business Agent	Kurt L Heise Township Supervisor
_____	_____
Todd Seipenko President	Jerry Vorva Township Clerk

TRADING OF DAYS AGREEMENT

The Police Chiefs authorization for all instances of trading days is require:

Unless otherwise approved by the Police Chief, time may be traded in increments of no fewer than four (4) hours, with twenty-four (24) hours advance written approval by the Police Chief. The twenty-four (24) hour period may be waived in emergency situations by prior or subsequent written approval by the Police Chief.

Further, the members of the COAM and the Township do hereby agree that the party who agrees to work for another party is hereby responsible for the fulfillment of all duties and responsibilities as though he were regularly scheduled to work on that given day.

I, _____, hereby agree to work for _____
(name) (name)
On for from to _____ _____
(date) (No. of hours)

I understand that I will be responsible for the fulfillment of all duties and responsibilities as though I were regularly scheduled to work on the above-listed date.

(Signature of Person Agreeing to Work and making the Trade)

_____

_____
(date)

I, _____, hereby agree to repay this time within the calendar year.

_____
(Signature of Person Requesting Trade)

CHARTER TOWNSHIP OF PLYMOUTH
DRUG TESTING POLICY

I. Purpose

The Charter Township of Plymouth and the Command Officers Association of Michigan (COAM) have established a drug program covering sworn members of the Police Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation and provide all sworn officers with notice of the provisions of the Department drug testing program.

II. Policy

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an officer's physical and mental health and, thus, job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn police officers and probationary police officers on July 1, 1991.

III. Definitions

A. Sworn Officer. Those officers who have been formally vested with full Law enforcement powers and authority.

B. Supervisor. Those sworn officers assigned to a position having day-to-day responsibilities for supervising subordinates, or who are responsible for commanding a work element.

C. Drug Test. The compulsory or voluntary production and submission of urine by an officer in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

D. Reasonable Suspicion. That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

E. Probationary Officer. For the purpose of this policy only, a probationary officer shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement officer.

F. MRO - Medical Review Officer. The medical review officer is a physician knowledgeable in the 'medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have the appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.

IV. Procedure/Rules

A. Prohibited Activity

The following rules shall apply to all applicants, all employees, probationary, and sworn officers, while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
4. Discipline, for any violation of this drug policy shall be in accordance with the department's rules and regulations, policies and procedures and the current collective bargaining agreement. When there is reasonable suspicion that an employee is in violation of the policy, the employee may be ordered to take a drug test. If the drug test is positive, the employee may be immediately relieved of duty pending a department investigation at the discretion of the Chief of Police or his designee.

B. Applicant Drug Testing

1. Applicants for the position of sworn law enforcement officer, or Police Service Aide shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

2. Applicant shall be disqualified from further consideration for employment under the following circumstances:

   a) Refusal to submit to a required drug test; or
   b) A confirmed positive drug test indicating drug use prohibited by this policy.

C. Probationary Employee Drug Testing: All probationary recruit officers shall be required as a condition of employment to participate in any unannounced drug test

scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee. They may be tested prior to completion of the probationary period.

D. Officer Drug Testing

1) Employees shall be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below.
2) The Chief of Police may order an employee to take a drug test upon reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
3) The Chief of Police may order an officer to take a drug test upon documented reasonable suspicion that the officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the officer prior to the actual test.
4) A drug test will be administered as part of any promotional medical examination required by this department.
5) A drug screening test shall be considered as a condition of acceptance to any Narcotic Unit assignment. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when they leave the unit. The members shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

E. Penalty. Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered in accordance with the Plymouth Township Police Department's Rules and Regulations and may include discharge from the Police Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

F. Rehabilitation Program:

1) Under this program, any employee may volunteer to enter a drug education/rehabilitation program. With regard to marihuana use, this program will require the individual to participate in a Township approved/supervised drug education program as directed by the Township, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marihuana this program will require the individual's enrollment in a Township approved/supervised in-patient treatment facility, followed by participation in a Township approved/supervised out-patient treatment program as directed by the Township. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the police department. Furthermore, the failure to fully participate in and/or successfully complete the prescribed education or

rehabilitation and follow-up program may constitute grounds for dismissal.

2) The drug education program and in-patient treatment referred to in this section shall be paid for by the employee, subject to the Township provided insurance program.

3) Employees will be allowed to use accrued sick leave benefits until such time as the Township, based on medical evidence, determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. Successful completion of the prescribed treatment program and certification by a physician, designated by the Township, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of medical records.

G. Drug Testing Procedures.

1) The testing procedures and safeguards provided in this policy, to ensure the integrity of department drug testing, shall be adhered to by any laboratory personnel administering departmental drug tests.

2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each Employee to be tested before the Employee enters the testing area.

3. In order to prevent a false positive test result, a pretest interview shall be conducted by testing personnel to ascertain and document the Employee's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulges the necessary medical information to the Medical Review Officer that may have lead to a false positive test.

4. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the testing area before an Employee enters it to produce a urine sample, and document that it is free of any foreign substances.

5. Where the Employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Employee shall be permitted no more than eight hours to give a sample, during which time he shall remain in the testing area, under observation., however, the employee may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit a drug test, except for good cause as determined by the M.R.O.

6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available

to the employee or his Union, prior to disciplinary action, should the original sample result in a legal dispute. The employee must request the same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the Employee and laboratory technician, and checked against the identity of the employee to ensure the results match the test specimen. Sample-s shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the Employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

A. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
   a. initial screening test
   b. confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marihuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level (ng/ml)	
Marihuana metabolite	100
Cocaine metabolite	300
Opiate metabolite	300*
Phencyclidine	25
Amphetamines	1000
Barbiturates	300

*25 ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level	
Marihuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	300+
Codeine	300+
Phencyclidine	25
Amphetamines :	
Amphetamine	500
Methamphetamine	500

*Delta -9-tetrahydrocannabinol-9-carboxylic acid **Benzoylecgonine
+ 25 ng/ml if immunoassay-specific for free morphine

Barbiturates	300

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Employee's personnel file upon the Employee's request.
8. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

B. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be specimens will be stored until all legal disputes are settled.

C. Drug -Test Results

1. All records pertaining to departmental-required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the Employee's job duties.

D. Procedures for Implementation of the Last Chance Agreement

1. At the discretion of the Chief of Police, the last chance agreement may also be offered to any Officer whose drug test has been confirmed positive by

the Medical Review Officer. This does not apply to a person seeking voluntary rehabilitation under Paragraph F above who shall be given a last chance agreement as described herein.

2. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.
3. An Employee must attend an employee assistance program and/or an authorized rehabilitation source.
4. Employee must sign a form releasing any and all information to management as may be requested.
5. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. Employee must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. Employee may be allowed to use sick time or any other accrued paid time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the Employee must submit to periodic urinalysis on a timetable as may be determined by the Chief of Police.
9. The employee shall be subject to the terms of this program for three (3) years after their return to work.
10. The employee must agree in writing that the employee will be automatically terminated if a violation of any portion of this program occurs at any time during its enforcement term.
11. Employee must be advised that the employee is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

LAST CHANCE AGREEMENT

Re:

Whereas, the above referenced individual was found guilty of violating the departmental drug order on _____ and;

Whereas, the Charter Township of Plymouth Police Department will conditionally reinstate ____ _____ to the position of provided the Officer is found by medical examination to be capable of performing all the duties of the classification as determined by the Charter Township of Plymouth Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information to management as may be requested.
2. Officer must complete a rehabilitation program as prescribed by an employee assistance program and/or a Township authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Officer may be allowed to use sick time or any other accrued time and apply for an unpaid medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the Officer must submit to a periodic urinalysis on a timetable as may be determined by the Chief of Police.
6. Upon clearance by the medical facility designated by the Chief of Police, _____ _____ shall be returned to the police department as a _____ _____.
7. Once returned to duty, Officer _____ will present himself to the department approved employee assistance program for evaluation, and agree to, as well as follow any and all directives given him by the employee assistance program for a period of not more three (3) years. Officer agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the employee's assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow E.A.P. directives.
8. Officer _____ shall submit to controlled substance testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment with the Charter Township of Plymouth, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
9. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between and the date of return to duty. No other wage is due or owing, and Officer waives any claim thereto.

10. The Union shall withdraw with prejudice the grievance # and shall release and discharge the Employer from any and all claims, if any, relating thereto. The Employer shall release and discharge the Union: and Officer from any and all claims relating thereto. Officer ___ _____ shall release and discharge the Union and the Employer from any and all claims relating to grievance # _____ including but not limited to the processing and arbitration of this grievance. Further, Officer _____ releases the Township, its officials, officers, agents, employees and Union from all liability and claims he may have had or now has with respect to his employment with the Charter Township of Plymouth whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the Township of Plymouth and the Police Officers Association of Michigan.
11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter and is to have no presidential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
13. In the event the Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS _____ DAY OF _____, 2009.

_____	_____
OFFICER	TOWNSHIP SUPERVISOR
_____	_____
UNION REPRESENTATIVE	POLICE CHIEF

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COAM Seniority

EXHIBIT A

Name		COAM Seniority in Rank
Seipenko	Todd	4/23/2007
Kudra	Daniel	9/3/2011
Fetner	William	4/28/2014
Krebs	Ryan	5/16/2014
Hoffman	Marc	2/29/2016

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EXHIBIT B

COAM DATES FOR RETIREMENT PURPOSES		
Seipenko	Todd	8/17/1994
Kudra	Daniel	10/10/2000
Fetner	William	12/15/1995
Krebs	Ryan	11/12/2001
Hoffman	Marc	9/29/1999

EXHIBIT C

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Charter Township of Plymouth/COAM (Command)
Effective January 1, 2019 through December 31, 2023
Signature Copy
EXHIBIT D

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EXHIBIT E

periods of one (1) year unless either party shall, at least ninety (90) days prior to the expiration of the agreement, serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Collective Bargaining Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

ARTICLE 42
SUCCESSOR'S CLAUSE

42.1: This Collective Bargaining Agreement shall be binding upon the successors and assigns of the parties hereto until the expiration of this Collective Bargaining Agreement, unless otherwise extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the Union and the Township have caused this Collective Bargaining Agreement to be executed in their names by their duly authorized representatives this ____ day of March, 2019.

The parties agree that the Collective Bargaining Agreement between the Charter Township of Plymouth and the Command Officers Association of Michigan, effective January 1, 2019, shall remain in full force and effect through December 31, 2023.

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

3-19-19

Kevin Loftis
Business Agent

3.19.19

Todd Seipenko
President

CHARTER TOWNSHIP OF PLYMOUTH

Kurt L Heise
Township Supervisor

Jerry Vorva
Township Clerk

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

ITEM G
Supervisor and Trustee Comments

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

ITEM H
Public Comments and Questions
(Limited to 3 Minutes)

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CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
MARCH 26, 2019

ITEM I
Adjournment