

Public Phone Line: (844) 854-2222 Access Code 529853# (To voice a question or comment, press *6 to enter the queue.)

7:00 p.m. Call to Order.

Invocation.

Pledge of Allegiance.

Roll Call.

Proclamations:

1. Chinese New Year

A. Consent Agenda:

1. Approval of City Council Meeting Minutes:
 - a. Regular Meeting of January 26, 2021.
 - b. Pre-Council Meeting of February 8, 2021.
2. Approval of the Accounts Payable Register of February 9, 2021 as presented.
3. Approve a one-year renewal of the Microsoft Open Value Subscription Agreement with CDW-G, in the amount of \$77,417.08 and authorize the City Manager to execute all documents related to this action on behalf of the city.
4. Approve the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Local 2290-4 Collective Bargaining Agreement for the period of February 10, 2021 to June 30, 2024 and authorize the Mayor and City Clerk to sign the same.
5. Minutes of Boards & Commissions:
 - a. Planning Commission of October 1, 2020.
 - b. Planning Commission of November 5, 2020
 - c. Youth Advisory Committee of December 14, 2020.
 - d. Human Services Board of January 7, 2021.
 - e. Planning Commission of January 21, 2021.
6. Materials Transmitted.
7. Calendar of Meetings:
 - Environmental Board, Wednesday, February 10, 2021 at 7:00 p.m. - Virtual.
 - Senior Citizens Advisory Board, Wednesday, February 17, 2021 at 2:30 p.m. - Virtual.
 - Planning Commission, Thursday, February 18, 2021 at 7:00 p.m. - Virtual.
 - *NOTE: All above meetings are subject to cancellation or inclusion/transition of a "virtual" aspect due to the on-going health crisis. Please monitor the City of Portage website at www.portagemi.gov for additional information. The public phone line to comment during most public meetings is: (844) 854-2222 Access Code 529853# (To voice a question or comment, press *6 to enter the queue.) Major meetings may be viewed live on Charter channel 995 and AT&T channel 99 or live streaming at portagemi.gov/205.*

B. Petitions and Statements of Citizens:

C. Communications:

1. Presentation of the 2020 Portage Scientific Community-Wide Survey
 2. Confirm the re-appointment of Councilmember Reid as the City of Portage representative to the Kalamazoo County Environmental Health Advisory Council.
- D. Public Hearings:
- E. Regular Business Agenda:
- F. Unfinished Business:
1. Adopt the Resolution declaring a Climate Crisis.
- G. Council Committee Reports:
- H. New Business:
- I. Statements of Citizens:
- J. Statements of City Council and City Manager.
- Adjournment.



CITY OF PORTAGE PROCLAMATION

CHINESE NEW YEAR 2021

- WHEREAS,** February 12, 2021 will commemorate the Lunar New Year for 2021 for families in the City of Portage, Asia and around the world; and
- WHEREAS,** the year 2021 will see the transition from the Year of the Rat to the Year of the Ox; and
- WHEREAS,** the Ox denotes the hard work, positivity and honesty that will be manifested in all of us in the coming 12 months; and
- WHEREAS,** 2021 is also the Year of the Metal Ox, with beliefs that metal relates to lung health, which is notable with the COVID-19 vaccine administration largely occurring during this year; and
- WHEREAS,** the Chinese New Year celebration is a time for family, reflection and reaffirming bonds, especially as everyone struggles with the effects of COVID-19; and
- WHEREAS,** while the long-standing New Year's traditions of family reunion dinners and visiting with relatives and friends will undoubtedly look different during the current global pandemic, may everyone find temporary alternatives to support their loved ones during this special time; and
- WHEREAS,** the Lunar New Year is a time of joy and renewal, and illustrates the wonderful diversity of the City of Portage and around the world.
- NOW, THEREFORE, BE IT RESOLVED THAT** I, Patricia M. Randall, on behalf of the City of Portage, do hereby recognize February 12, 2021 as the Chinese New Year 2021 and wish everyone fortune, happiness, and health in the New Year.

Signed this 9th day of February 2021.

Patricia M. Randall, Mayor

CITY COUNCIL MEETING MINUTES FROM JANUARY 26, 2021

Mayor Patricia Randall called the Regular Meeting to order at 7:01 p.m. The regular meeting was held virtually as permitted by PA 228. Mayor Patricia M. Randall, Mayor Pro Tem Jim Pearson, and Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Terry Urban were present. All members participated virtually from Portage, Michigan. Also in attendance were City Manager Joe La Margo, City Attorney Catherine Kaufman, Deputy City Manager Adam Herringa, Deputy City Manager Mike Carroll, and City Clerk Erica Eklov.

At the request of Mayor Randall, the audience observed a moment of silence to reflect on the role each person plays as stewards for the world's environment. Following the moment of silence, the City Council recited the Pledge of Allegiance.

PROCLAMATIONS: Councilmember Ledbetter read the proclamation in honor of Black History Month 2021.

CONSENT AGENDA: Mayor Randall shared where the public can access the meeting agenda and asked if any Councilmember or anyone in the audience would like an item removed from the Consent Agenda. Councilmember Reid removed Item A.6. Motion by Burns, seconded by Knapp, to approve the Consent Agenda as amended. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF MINUTES: Motion by Burns, seconded by Knapp, to approve the minutes of the Board and Commission Interviews of January 12, 2021; Regular Meeting of January 12, 2021, and Pre-Council Meeting of January 25, 2021. Upon a roll call vote, motion carried 7 to 0.

APPROVAL OF ACCOUNTS PAYABLE REGISTER OF JANUARY 26, 2021: Motion by Burns, seconded by Knapp, to approve the Accounts Payable Register of January 26, 2021. Upon a roll call vote, motion carried 7 to 0.

ELIJAH ROOT DAM REMOVAL FEASIBILITY STUDY: Motion by Burns, seconded by Knapp, to award a contract in the amount of \$119,805 to Wightman for engineering consulting services for the Elijah Root Dam Removal Feasibility Study, and authorize the City Manager to execute all documents related to this action on behalf of the city. Upon a roll call vote, motion carried 7 to 0.

EARLY REDEMPTION OF OUTSTANDING BONDS: Motion by Burns, seconded by Knapp, to adopt Refunding Bond Resolutions for City of Portage Capital Improvement Bonds, Series 2021A: approve a budget amendment in the Sewer Fund for \$178,736, and in the Water Fund for \$292,929, to fund portions of the early redemption of Capital Improvement Bonds, Series 2012; and adopt Refunding Bond Resolution Approving Redemption of City of Portage Capital Improvement Bonds, Series 2012. Upon a roll call vote, motion carried 7 to 0.

ORDINANCE AMENDMENT-STORM WATER ILLICIT DISCHARGES & CONNECTIONS: Motion by Burns, seconded by Knapp, to Accept for first reading the proposed amendments to

the City of Portage Code of Ordinances Chapter 64 Storm Water, Illicit Discharges and Connections. Upon a roll call vote, motion carried 7 to 0.

MATERIALS TRANSMITTED OF JANUARY 8, 2021: Motion by Burns, seconded by Knapp, to receive the Materials Transmitted of January 8, 2021. Upon a roll call vote, motion carried 7 to 0.

CALENDAR OF MEETINGS: Motion by Burns, seconded by Knapp, to receive the Calendar of Meetings. Upon a roll call vote, motion carried 7 to 0.

COMMUNICATIONS:

ANNUAL UPDATE FROM THE YOUTH ADVISORY COMMITTEE: At the invitation of Mayor Randall, Youth Advisory Committee Chairperson Genevieve Kim, Vice-Chairperson Amiti Goel, and Secretary Fayyaz Razi provided City Council with an update on the committee's goals, objectives, and activities, including a new activity regarding virtually pairing youth with seniors during COVID-19. Mayor Randall thanked the youth for their hard work and dedication. Councilmember Reid inquired regarding the logistics of the newly proposed youth/senior connection program. Motion by Pearson, seconded by Knapp, to receive the Annual Goals and Objectives Update of the Youth Advisory Committee. Upon a voice vote, motion carried 7 to 0.

COMMUNICATION FROM MR. ANDY DEVRIES OF MIDWEST FASTENER CORPORATION: Mayor Randall acknowledged the thank you letter from Mr. DeVries. Motion by Burns, seconded by Reid, to receive the communication from Mr. Andy DeVries of Midwest Fastener Corporation as information only. Upon a voice vote, motion carried 7 to 0.

COMMUNICATIONS FROM FORMER CITY EMPLOYEES REGARDING RETIREE HEALTH INSURANCE: Councilmember Reid highlighted that the collection of communications were from former department heads, each of whom had a huge impact in molding the city to its present resilient position. She expressed concern with the perception the former employees had with the recent health insurance rollout and associated communication issues, urging the City Administration to improve the process in the future. Motion by Burns, seconded by Pearson, to receive the communications from former City employees regarding retiree health insurance as information only. Upon a voice vote, motion carried 7 to 0.

UNFINISHED BUSINESS:

AMENDMENT TO CODE OF ORDINANCES - TAXATION: City Manager La Margo noted this was the second reading for the amendment to the Taxation ordinance to revise the dates upon which the late fees are assessed.

Motion by Reid, seconded by Knapp, to adopt the amendment to Article 1, In General, of Chapter 70, "Taxation" in the City of Portage Code of Ordinances. Upon a roll call vote, motion carried 7 to 0.

CONSTRUCTION BOARD OF APPEALS RAZE ORDER FOR AN UNSAFE BUILDING LOCATED AT 8833 SHAVER ROAD:

City Manager La Margo stated that the City Administration had received notification of a draft contract from a potential purchaser of the property earlier that afternoon. He noted that the contract entailed several conditions, including reimbursement of demolition costs, and had yet to be completed between the prospective buyer and property owner. Councilmember Reid inquired whether the new contract required the property owner to demolish both the building and the foundation. City Manager La Margo confirmed conditions included removal of the foundation.

Lisa Calhoun, co-owner of 8833 Shaver Road spoke in favor of the contract and expressed happiness with the recent development. Mayor Randall congratulated Ms. Calhoun, noting she was happy to see a resolution to this matter. Councilmember Reid asked Ms. Calhoun whether she planned to perform the demolition or have the city demolish the building and place a lien on the property. Ms. Calhoun responded that the preference was that the city complete the demolition and the buyer would reimburse the costs entailed with the lien.

Motion by Ledbetter, seconded by Burns, regarding 8833 Shaver Road to deny the property owner's appeal of the 30-day raze order issued on November 10, 2020, by the Construction Board of Appeals involving an unsafe building at this site, and authorize the City Administration to solicit bids to raze/remove the building and debris on the site should the owner fail to comply with the order by February 25, 2021. Councilmember Reid inquired whether the property owner or buyer desired demolition to be completed before February 25. City Manager La Margo responded to the city's process to advertise the demolition bid and the contract could not be completed any earlier. Upon a roll call vote, motion carried 7 to 0.

RESPONSE TO ENVIRONMENTAL BOARD COMMUNICATION OF DECEMBER 1, 2020:

At the invitation of Mayor Randall, Deputy City Manager Herringa relayed a presentation highlighting the City Administration's efforts towards environmentally conscious measures and anticipated next steps concerning the Environmental Board's request. Mr. Herringa stated the city is not denying climate change, but noted City Council historically remains non-partisan on certain issues that are larger in scope. Mayor Randall then opened the discussion to members of the Environmental Board and the public for comment.

Deirdre Courtney (1414 Regina Avenue), a member of the Environmental Board, thanked the City Administration and City Council for their efforts to date and continued work on the Board's proposals.

Emerson Wesselhoff (2330 Glenwood Drive, Kalamazoo) spoke in favor of the Environmental Board's recommendations, noting she was a former Portage resident and current representative of the Kalamazoo Ardea Youth Climate Coalition. She urged the city to do more in response to climate change, including the adoption of a Resolution of Climate Emergency.

Daniel Smith (3022 Fleetwood Drive) spoke in favor of the Environmental Board's recommendations and thanked both the city and the Board for their efforts to date. He encouraged City Council to adopt a Resolution of Climate Emergency.

Mary Beth Henry (2621 Bach Avenue) relayed her appreciation for Portage as a more quiet and natural city landscape but expressed concerns with increased urbanization. She encouraged collaboration with local partners for addressing climate change.

Rick Freiman (3218 Bennington Court) spoke in favor of the Environmental Board's recommendations and thanked both the city and the Board for their efforts to date. He encouraged City Council to adopt a Resolution of Climate Emergency, noting the action would not be an expenditure. He highlighted other local and national governments who have formally adopted stances regarding climate change.

Jill Braman (14894 Portage Road, Vicksburg) spoke on behalf of her sister as a Portage resident. Ms. Braman spoke in favor of Portage adopting a Resolution of Climate Emergency and Climate Action Plan.

Jim Justice (2855 Vanderbilt Avenue) spoke in favor of the Environmental Board's recommendations and thanked both the City Council for its efforts to date and city amenities. He encouraged City Council to adopt a Resolution of Climate Emergency.

Deb Freiman (3218 Bennington Court) also spoke in favor of the Environmental Board's recommendations and encouraged City Council to adopt a Resolution of Climate Emergency.

Following public comments, Councilmember Urban noted Deputy City Manager Herringa's comment regarding the City Council's history of abstaining from political topics beyond the scope of Portage. However, Mr. Urban voiced support for breaking tradition due to the nature of climate change being both global and local. He expressed support for the City Administration drafting a resolution or proclamation regarding Climate Emergency for City Council consideration.

Councilmember Reid agreed with Councilmember Urban and urged increased citizen education regarding climate change, including the creation of a dashboard on the city website, as well as drafting a Climate Action Plan for consideration with the annual budget. Councilmember Knapp thanked Deputy City Manager Herringa and staff for the presentation and environmental efforts to date. She also thanked the Environmental Board for its efforts and the citizens for their comments. Councilmember Knapp also agreed with drafting a resolution or proclamation regarding Climate Emergency for City Council consideration and drafting a Climate Action Plan with measurable goals. Mayor Pro Tem Pearson and Councilmember Ledbetter also agreed with drafting a resolution or proclamation regarding Climate Emergency for City Council consideration. Councilmember Burns also agreed and requested the City Administration to create an inventory of shovel-ready projects as part of a Climate Action Plan in the event of funding opportunities. Mayor Randall expressed support for drafting a resolution or proclamation regarding Climate Emergency for City Council consideration, as well as additional education and collaboration with the Environmental Board. She also highlighted the various environmentally friendly design aspects planned to be part of the new Charles and Lynn Zhang Portage Community Senior Center.

Motion by Urban, seconded by Burns, to direct staff to craft a proclamation of a climate emergency for consideration by City Council and to further investigate how the City of Portage can make use of and take action on the recommendations from the Environmental Board and report back to City Council as appropriate. Councilmember Reid inquired whether a date certain was required for the City Council's review of a draft proclamation. Councilmember Urban responded he wanted to allow staff flexibility to complete the project. Upon a roll call vote, motion carried 7 to 0.

STATEMENTS OF CITY COUNCIL AND CITY MANAGER: Councilmember Urban noted January 27th was International Holocaust Remembrance Day and highlighted the recent resurgence of

similar and concerning themes. He urged everyone never to forget the atrocities of the Holocaust.

Councilmember Reid expounded upon Councilmember Urban's comments, relaying a prior experience with a Japanese foreign exchange student unaware of the Holocaust. She then highlighted her oldest grandson's birthday, expressing hope that future generations have a happy and healthy world in the future. Councilmember Reid closed by noting a recent update from Governor Whitmer concerning COVID-19 vaccinations and urged everyone to continue safety protocols.

Councilmember Ledbetter began by commending the city snowplow drivers for their recent efforts. In line with Councilmember Urban's comments, Councilmember Ledbetter highlighted the Holocaust Memorial Center in Metro Detroit, which he had previously visited. He then quoted Martin Luther King, Jr., stating that mending the nation begins with empathy.

Councilmember Knapp thanked the staff and the Environmental Board for their efforts in addressing climate change. She stated she looks forward to the collaboration and appreciates the collective City Council endorsement on the matter.

Councilmember Burns highlighted the city's upcoming "Fridays in February" virtual events in honor of Black History Month and noted he planned to attend.

Mayor Randall began by thanking the citizens who called into the meeting and noted the personal connection associated with in-person meetings is lacking. She noted the City Council's history of remaining non-partisan on issues but expressed appreciation for open minds as the city progresses. Mayor Randall highlighted the more recent City Council recognition of Black History Month and thanked Councilmember Ledbetter for his efforts on City Council.

ADJOURNMENT: Mayor Randall adjourned the meeting at 8:45 p.m.

Erica L. Eklov, City Clerk

**MINUTES FROM THE PRE-MEETING
OF THE PORTAGE CITY COUNCIL
OF FEBRUARY 8, 2021**

Mayor Patricia Randall called the virtual meeting to order at 8:00 a.m. Councilmembers Chris Burns, Lori Knapp, Vic Ledbetter, Claudette Reid, and Mayor Pro Tem Jim Pearson also joined virtually. In compliance with Michigan Public Act 228, the Mayor and Councilmembers disclosed their virtual participation from Portage, Michigan, except for Councilmember Reid attending from Pentwater, Michigan. Councilmember Terry Urban was absent with excuse. Also in attendance were City Manager Joseph La Margo, Deputy City Manager Mike Carroll, Deputy City Manager Adam Herringa, and City Clerk Erica Eklov.

Mayor Randall began by highlighting the Proclamation, noting Councilmember Knapp would be reading it and it would become an annual recognition.

With regard to Item C.1, 2020 Community Survey Presentation, Mayor Randall asked the City Manager to review the plan for presenting the survey results during the Regular Meeting. City Manager La Margo responded that the survey vendor would be presenting virtually during the meeting. Councilmember Reid inquired if the survey results would be shared on the city website. City Manager La Margo confirmed the results would be posted to the main webpage following the presentation to City Council.

With regard to Item C.2, Kalamazoo County Environmental Health Advisory Council (EHAC) Appointment, Mayor Randall inquired with Councilmember Reid whether she would continue to serve on the EHAC. Councilmember Reid confirmed she would, noting the EHAC had not met recently due to the County addressing COVID-19.

With regard to Item F.1, Climate Change Resolution, Mayor Randall inquired whether the Resolution would be read into the record. Deputy City Manager Herringa responded that once adopted by City Council, the Resolution would be published in the official record in the City Clerk's Office. He noted the Resolution would only be read should the City Council desire to do so at the February 9th Regular Meeting.

ADJOURNMENT: Following a summary of the meeting, Mayor Randall adjourned the meeting at 8:08 a.m.

Erica L. Eklov, City Clerk

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Accounts Payable Register

SUPPORTING PERSONNEL: Lauren VanderVeen, Finance Director

ACTION RECOMMENDED: Approval of the Accounts Payable Register of February 9, 2021 as presented.

The City Council reviews and approves the bi-weekly Accounts Payable Register which includes automated clearing house payments, paper checks, auto-pay payments and electronic payments. The attached Accounts Payable Register covers the period January 17, 2021 through January 30, 2021 and notes \$621,820.21 in automated clearing house payments, \$485,118.80 in paper checks, \$41,815.72 in autopay payments and \$2,483,892.36 in electronic payments for a grand total of \$3,632,647.09.

FUNDING: N/A

Attachments: 1. Accounts Payable Register of February 9, 2021

ACCOUNTS PAYABLE REGISTER
Check Dates From: 1/17/2021 to 01/30/2021

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Check Type: ACH Transactions

Check Date	Check	Vendor Name	Description	Amount
01/22/2021	14463(A)	A NEW LEAF	PLANT CARE @ CITY HALL	93.50
01/22/2021	14464(A)	ABONMARCHE CONSULTANTS, INC	RAMONA BEACH HOUSE ARCHITECTURE SERVICES	1,400.00
01/22/2021	14465(A)	AERCOR WIRELESS, INC.	NETMOTION ANNUAL SUPPORT RENEWAL	4,584.20
01/22/2021	14466(A)	AIRGAS USA LLC	WELDING SUPPLIES	304.75
01/22/2021	14467(A)	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD CONTRACT	1,989.00
01/22/2021	14468(A)	AMERICAN SAFETY & FIRST AID	SAFETY AND FIRST AID	235.37
01/22/2021	14469(A)	ANIMAL REMOVAL SERVICE, LLC	ANIMAL REMOVAL SERVICES	2,435.00
01/22/2021	14470(A)	BATTERIES PLUS	MISC BATTERIES	109.75
01/22/2021	14471(A)	BILL'S LOCK SHOP, INC.	1418 ORCHARD REKEY	171.00
01/22/2021	14472(A)	BLUE CARE NETWORK-GREAT LAKES	BCNA INSURANCE	155,557.63
01/22/2021	14473(A)	C D W GOVERNMENT, INC.	REPLACEMENT UPS FOR FD3	271.02
01/22/2021	14474(A)	C T S TELECOM, INC.	MONTHLY FIBER SERVICES	3,779.61
01/22/2021	14475(A)	CARLETON EQUIPMENT CO.	LOADER RENTAL	20,000.00
01/22/2021	14476(A)	CHARTER COMMUNICATIONS	CABLE TV	794.85
01/22/2021	14477(A)	CLEANIT CORP	VEHICLE WASHES	144.00
01/22/2021	14478(A)	DELTA DENTAL PLAN OF MICHIGAN	DELTA DENTAL INSURANCE	19,568.25
01/22/2021	14479(A)	DEPATIE FLUID POWER CO., INC.	HYDRAULIC REPAIRS	211.78
01/22/2021	14480(A)	EXTREME POWER EQUIPMENT, INC.	REPAIR/ MAINTENANCE	202.23
01/22/2021	14481(A)	FARM N GARDEN	DPW GATE CABLE REPAIR	240.00
01/22/2021	14482(A)	FIRE SERVICE MANAGEMENT	FIRE PPE CLEANING	3,572.01
01/22/2021	14483(A)	FOREMOST SALES COMPANY LLC	PARK FACILITY CLEANING	1,200.00
01/22/2021	14484(A)	FURRY, WILLIAM	FINANCE CONSULTANT SERVICES	2,212.50
01/22/2021	14485(A)	GOODYEAR TIRE & RUBBER COMPANY	FIRE APPARATUS MAINT	2,293.14
01/22/2021	14486(A)	GORDON WATER SYSTEMS	WATER SERVICE	16.00
01/22/2021	14487(A)	GRAND ELK RAILROAD	FLAGMAN FOR LANDSCAPE IMPROVEMENTS	12,158.75
01/22/2021	14488(A)	GRIFFIN PEST SOLUTIONS, INC.	PEST CONTROL- BASE BALL DIAMONDS	315.00
01/22/2021	14489(A)	GRYPHON PLACE	FY 20-21 HUMAN SERVICES BOARD	1,850.00
01/22/2021	14490(A)	HURLEY & STEWART, LLC	VALLEYWOOD RETENTION BASIN REHAB	11,546.06
01/22/2021	14491(A)	INFOUSA MARKETING, INC.	2021 POLK CITY DIRECTORY	513.04
01/22/2021	14492(A)	IP CONSULTING, INC.	CISCO UNIFIED COMMUNICATIONS UPGRADE	8,250.00
01/22/2021	14493(A)	JONS TO GO PORTABLE RESTROOM	PORTABLE RESTROOMS	240.00
01/22/2021	14494(A)	JORGENSEN FORD SALES, INC.	2021 POLICE UTILITY VEHICLES	123,807.00

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Check Date	Check	Vendor Name	Description	Amount
01/22/2021	14495(A)	KENDALL ELECTRIC, INC.	BUILDING REPAIR/MAINTENANCE	221.62
01/22/2021	14496(A)	LENDING HANDS OF MICHIGAN, INC.	FY 20-21 HUMAN SERVICES BOARD	2,000.00
01/22/2021	14497(A)	LEWIS PAPER PLACE, INC.	COLORED PAPER	154.10
01/22/2021	14498(A)	MATERIALS RESOURCES	JANITORIAL SUPPLIES	273.65
01/22/2021	14499(A)	MCNALLY ELEVATOR CO.	ELEVATOR MAINTENANCE	145.65
01/22/2021	14500(A)	MEEKHOF TIRE SALES & SERVICE INC.	FIRE APPARATUS MAINT	1,015.38
01/22/2021	14501(A)	MEJEUR ELECTRIC LLC	REPAIRS TO LIGHTING	540.00
01/22/2021	14502(A)	MIDWEST ENERGY & COMMUNICATIONS	STREETLIGHT ENERGY COSTS	288.32
01/22/2021	14503(A)	MILLS, DANIEL	REIMB 2021 MEMBERSHP (IACP, FBI-DEEDA, FBI-NA)	350.00
01/22/2021	14504(A)	MUNICIPAL EMERGENCY SERVICES INC	FIRE SCBA MAINT	490.35
01/22/2021	14505(A)	NYE UNIFORMS	MISC UNIFORMS	897.42
01/22/2021	14506(A)	ONSTAFF USA INC	CDL SEASONALS	6,774.57
01/22/2021	14507(A)	PARIS CLEANERS	LAUNDRY CONTRACT	1,237.55
01/22/2021	14508(A)	PAVER PET SUPPLY	PET SUPPLIES	63.00
01/22/2021	14509(A)	PEOPLEFACTS, LLC	EMPLOYEE BACKGROUND CHECKS 1ST QTR	70.22
01/22/2021	14510(A)	PERCEPTIVE CONTROLS, INC.	SCADA MAINTENANCE	2,785.72
01/22/2021	14511(A)	PRECISION PRINTER SERVICES INC	PRINTER SERVICES	2,112.45
01/22/2021	14512(A)	PRINTING SERVICES INC	ICE RINK DIRECTIONAL SIGNS	740.00
01/22/2021	14513(A)	R W LAPINE INC.	HVAC MAINTENANCE SERVICES	4,778.62
01/22/2021	14514(A)	REPUBLIC SERVICES OF WEST MICHIGAN	WASTE DISPOSAL SERVICES	367.14
01/22/2021	14515(A)	RIDGE AUTO NAPA	MAINTENANCE SUPPLIES	1,095.73
01/22/2021	14516(A)	VOID		0.00
01/22/2021	14517(A)	ROAD EQUIPMENT PARTS CENTER	MAINTENANCE SUPPLIES	317.60
01/22/2021	14518(A)	ROE-COMM, INC.	FIRE COMMUNICATIONS	215.10
01/22/2021	14519(A)	S B F ENTERPRISES, INC.	PRINTING/PROCESSING QTLY WATER	1,341.80
01/22/2021	14520(A)	SEVERANCE ELECTRIC COMPANY, INC	TRAFFIC SIGNAL MAINTENANCE	4,513.99
01/22/2021	14521(A)	SMITH DAWSON & ANDREWS, INC.	FEDERAL ADVOCACY SERVICES	5,000.00
01/22/2021	14522(A)	SUEZ WATER ENVIRONMENTAL SERVICES	WATER SYSTEM CHEMICALS	195,548.08
01/22/2021	14523(A)	TERMINAL SUPPLY CO.	SAFETY LIGHTS	632.55
01/22/2021	14524(A)	VIRIDIS DESIGN GROUP	MARTIN LUTHER KING JR, PARK CONCEPT PLAN	400.00
01/22/2021	14525(A)	WARNER OIL COMPANY INC	DEF DRUM	68.75
01/22/2021	14526(A)	WEST MICHIGAN INT'L LLC	DIAGNOSTIC RENEWAL	973.53
01/22/2021	14527(A)	WOLVERINE LAWN SERVICE, INC.	SNOW REMOVAL SERVICES	3,507.00

ACCOUNTS PAYABLE REGISTER
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Check Date	Check	Vendor Name	Description	Amount
01/29/2021	14528(A)	PORTAGE FIREFIGHTERS	IAFF DUES FOR JANUARY 2021	1,740.00
01/29/2021	14529(A)	PORTAGE ON-CALL FIREFIGHTERS	ON CALL FF DUES FOR JANUARY 2021	20.00
01/29/2021	14530(A)	PORTAGE POLICE OFFICERS ASSOC	PPOA DUES FOR JANUARY 2021	609.00
01/29/2021	14531(A)	UNITED AUTO. IMPLEMENT WORKERS 2290	UAW DUES FOR JANUARY 2021	465.88
Total ACH				621,820.21

Check Type: Paper

01/22/2021	315774	7900 MOORSBRIDGE LLC	TEMPORARY PUMPING EASEMENT	2,760.00
01/22/2021	315775	AEG DEVELOPMENT	OVERPAYMENT WTAX 20 PARCEL 0006-095-D	146.49
01/22/2021	315776	ALLEGRA PRINT & IMAGING	SENIOR NEWSLETTER	1,816.00
01/22/2021	315777	ALTA EQUIPMENT CO.	REPAIR/ MAINTENANCE	1,476.84
01/22/2021	315778	AMERICAN CANCER SOCIETY	GRAIN ELEVATOR FEES & DEPOSIT REFUND	1,030.00
01/22/2021	315779	AMERICAN WATER WORKS ASSOC.	AMERICAN WATER WORKS ASSOC MEMBERSHIPS	462.00
01/22/2021	315780	ARTWEAR APPAREL GRAPHICS, INC.	RANGER WINTER HATS	260.00
01/22/2021	315781	AT&T	ELECTRONIC COMMUNICATIONS	4,263.72
01/22/2021	315782	AT&T LONG DISTANCE	LONG DISTANCE SERVICE	63.77
01/22/2021	315783	BARLOW, STEVEN	CAR INTERIOR CLEANING	50.00
01/22/2021	315784	BAUCKHAM, SPARKS, THALL, SEEBER AND	COURT FEE/MOTION TO QUASH SUBPOENA	85.80
01/22/2021	315785	BAY AREA TOUCHLESS CARWASH LLC	CAR WASHES	222.00
01/22/2021	315786	BERGER CHEVROLET	2021 POLICE VEHICLES	54,138.00
01/22/2021	315787	BLAIN SUPPLY, INC.	MAINTENANCE SUPPLIES	159.98
01/22/2021	315788	BLOOM SLUGGETT, PC	LITIGATION - S WESTNEDGE AVE STORM SEWER	1,376.00
01/22/2021	315789	BLUEBEAM, INC.	BLUEBEAM RENEWAL	4,823.69
01/22/2021	315790	BYCE & ASSOCIATES, INC.	COMMUNITY SENIOR CENTER A&E DESIGN	112,960.79
01/22/2021	315791	CAPITAL REAL ESTATE TAX SERVICES	OVERPAYMENT WTAX20 PARCEL # 05580-009-O	325.04
01/22/2021	315792	CAPITOL STRATEGIES, LLC	SECOND QUARTER CONSULTING SERVICES	6,000.00
01/22/2021	315793	CATHOLIC FAMILY SERVICES	FY 20-21 HUMAN SERVICES BOARD	6,000.00
01/22/2021	315794	CC CONSULTING LLC	CONSULTING SVC/RETAIL MARKETING ANALYSIS	1,500.00
01/22/2021	315795	CENTER FOR PUBLIC SAFETY EXCELLENCE	FIRE ACCREDITATION FEE	1,280.00
01/22/2021	315796	CENTER MASS INC	ADVANCED SNIPER SCHOOL	399.00
01/22/2021	315797	CHAPMAN, MARY	CAPE COD, MYSTERY, NYC TRIP REFUNDS	150.00
01/22/2021	315798	CINTAS CORP.	UNIFORM RENTALS	2,107.12
01/22/2021	315799	VOID		0.00

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Check Date	Check	Vendor Name	Description	Amount
01/22/2021	315800	CITY OF KALAMAZOO TREASURER	WATER SERVICES	23.53
01/22/2021	315801	CKI, INC.	INTERIOR SIGNAGE	294.00
01/22/2021	315802	COMMUNITY ACTION AGENCY	WATER ASSISTANCE PROGRAM OVERPAYMENT REF	20.23
01/22/2021	315803	CORELOGIC CENTRALIZED REFUNDS	OVERPAYMENT WTAX 20 PARCEL # 08880-055-O	282.40
01/22/2021	315804	CREATIVE CIVIC SOLUTIONS LLC	PORTAGE RD & CROSSROADS MALL CONSULTANT	3,000.00
01/22/2021	315805	CRITCHLOW ALLIGATOR SANCTUARY	JANUARY PROGRAM	300.00
01/22/2021	315806	DELOOF BUILDERS LLC	BD BOND REFUND	890.00
01/22/2021	315807	DENNY'S SAW CRIB	CHAINSAW REPAIRS	222.97
01/22/2021	315808	DEVON TITLE AGENCY	OVERPAYMENT FINAL WATER SEWER BILL	132.12
01/22/2021	315809	DEVON TITLE AGENCY	REFUND OVERPAYMENT OF FINAL BILL	144.03
01/22/2021	315810	EMERGENCY VEHICLE PRODUCTS	POLICE VEHICLE REPAIR	12,656.07
01/22/2021	315811	FAWLEY OVERHEAD DOOR, INC.	OVERHEAD DOOR REPAIRS	412.00
01/22/2021	315812	FERGUSON, DOROTHY	OVERPAYMENT FINAL WATER/SEWER BILL	60.29
01/22/2021	315813	FROST CONTROL SYSTEMS, INC.	ROAD WEATHER INFO SYSTEM	8,700.00
01/22/2021	315814	GALL'S, LLC	RANGER UNIFORMS	594.79
01/22/2021	315815	GREAT LAKES CHEMICAL SERVICES INC	FIRE CLEANING SUPPLIES	765.00
01/22/2021	315816	GUTH ILLUSTRATION & DESIGN	HOLIDAY EXHIBIT PANELS AND BANNER	1,100.00
01/22/2021	315817	HALT FIRE, INC.	FIRE APPARATUS MAINT	2,045.02
01/22/2021	315818	HOLT, ELLEN	DAMAGED MAILBOX REIMBURSEMENT	44.00
01/22/2021	315819	HOME DEPOT	FIRE TRAINING	1,559.52
01/22/2021	315820	IMAGESTREAM, INC.	CABLECASTING AND BROADCASTING EQUIPMENT	22,571.00
01/22/2021	315821	IMAGETREND, INC.	FIRE SOFTWARE	1,545.00
01/22/2021	315822	INT'L PUBLIC MGT ASSOC FOR HR	PUBLIC SAFETY PO-EL 101 TIP EXAMS	234.65
01/22/2021	315823	J & J LOCKSMITHS	DOOR HANDLE REPAIRS	71.25
01/22/2021	315824	J L SCHIPPERS & ASSOC	OVERPAYMENT SUMMER TAXES 2 PARCELS	5,124.67
01/22/2021	315825	KALAMAZOO COUNTY TREASURER	2021 DOG LICENSE SALES PAYMENT - 1ST DIS	865.00
01/22/2021	315826	KALAMAZOO IN BLOOM, INC.	FLOWER PLANTING AND MAINTENANCE	15,000.00
01/22/2021	315827	KALAMAZOO LOAVES & FISHES, INC.	FY 20-21 HUMAN SERVICES BOARD	2,500.00
01/22/2021	315828	KAMMINGA & ROODVOETS, INC.	AIRPORT-NE WATER TRANSMISSION IMPROVE	1,790.50
01/22/2021	315829	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER CONTRACT COMMUNICATION SVC	364.00
01/22/2021	315830	KZOO TIRE COMPANY	POLICE VEHICLE REPAIR	763.50
01/22/2021	315831	LANGUAGE LINE, INC	LANGUAGE SERVICES	15.00
01/22/2021	315832	MCCANN INDUSTRIES, INC.	BACKHOE MAINTENANCE	340.18

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01/22/2021	315833	MCDONALD'S TOWING & RESCUE, INC.	TOWING SERVICES	223.50
01/22/2021	315834	MICH MUNICIPAL POLICE & FIRE REPAIR	POLICE VEHICLE REPAIR & MAINTENANCE	1,533.35
01/22/2021	315835	MICHIANA LAND SERVICES	RIGHT-OF-WAY SERVICES: OSTERHOUT	122.50
01/22/2021	315836	MILLER, CANFIELD, PADDOCK & STONE	AUSTIN LAKE TRAIL LEGAL SERVICES	3,597.50
01/22/2021	315837	MLIVE MEDIA GROUP	LEGAL NOTICES DEC 2020	1,008.69
01/22/2021	315838	OFFICE DEALER LLC	MISC OFFICE SUPPLIES	153.65
01/22/2021	315839	OFFICE DEPOT, INC.	OFFICE AND CITY HALL SUPPLIES	2,509.65
01/22/2021	315840	VOID		0.00
01/22/2021	315841	PECKELS, CHRISTINE	FITNESS CLASS INSTRUCTOR REFUND	180.00
01/22/2021	315842	RATHCO SAFETY SUPPLY, INC.	SIGNS AND MATERIALS	875.00
01/22/2021	315843	ROWLEY BROTHERS, INC.	BULK OIL DELIVERY	1,238.00
01/22/2021	315844	RUBY, JANET	OVERPAID FINAL WATER BILL - 9464 BRIANNA	118.36
01/22/2021	315845	SCHULTZ HOME IMPROVEMENT LLC	CDBG SMIGH 8830 WARUF BATH FAN	985.00
01/22/2021	315846	SECURALARM SYSTEMS, INC.	ANNUAL SOFTWARE PROT INTERVIEW ROOMS	1,188.00
01/22/2021	315847	SEELYE FORD, INC.	FIRE APPARATUS MAINT	197.92
01/22/2021	315848	SHI INTERNATIONAL CORP.	LENOVO THINKCENTRE HARDWARE	876.10
01/22/2021	315849	SOIL & MATERIALS ENGINEERS INC	PROF SERVICES-PUNCH LIST	142.50
01/22/2021	315850	STATE INDUSTRIAL PRODUCTS CORP	EVERSOLV PARTS WASHING FLUID	1,042.90
01/22/2021	315851	STATE OF MICHIGAN (DOT)	S. WESTNEDGE AVE/KILGORE PROJECT	36,143.10
01/22/2021	315852	STATE SYSTEMS RADIO, INC	ANNUAL TOWER LEASE CONTRACT	2,166.67
01/22/2021	315853	STEENSMA LAWN & POWER EQUIPMENT	CREDIT- REPAIR/ MAINTENANCE SUPPLIES	1,078.80
01/22/2021	315854	STORYPOINT OF PORTAGE	DRIVE-THRU EVENT - GINGERBREAD KITS	135.00
01/22/2021	315855	TISHHOUSE ELECTRIC, INC.	CDBG GEBAUER 7710 JULIE ELECTRIC	650.00
01/22/2021	315856	TRIFECTA NETWORKS, LLC	CISCO IP PHONE	135.00
01/22/2021	315857	TWELVE BASKETS FOOD PANTRY	FY 20-21 HUMAN SERVICES BOARD	4,150.00
01/22/2021	315858	ULINE, INC.	BLOCK STATIONS - SAFETY GATES	586.54
01/22/2021	315859	VALLEY CITY SIGN	WAYFINDING SIGNAGE	5,824.00
01/22/2021	315860	VERIZON CONNECT NWF, INC.	GPS SERVICES	781.35
01/22/2021	315861	VERIZON WIRELESS	WIRELESS CARDS	5,231.49
01/22/2021	315862	VERSALIFT MIDWEST, LLC	REPLACEMENT FOLDING LATCH	127.72
01/22/2021	315863	VICKSBURG HARDWARE	SMALL EQUIPMENT REPAIRS	30.99
01/22/2021	315864	WASTE MANAGEMENT	WTP IRON SLUDGE REMOVAL	633.97
01/22/2021	315865	WATKINS, ROSS & CO.	DEFINED BENEFIT PLAN ACTUARIAL & GASB STMT	3,030.00

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01/22/2021	315866	WEDEL'S INC.	250 CARNATIONS-SR CENTER	310.05
01/22/2021	315867	WMPIF	WEST MICHIGAN PLUMBING FORUM-DUES	25.00
01/22/2021	315868	Y W C A, INC	FY 20-21 HUMAN SERVICES BOARD	9,500.00
01/22/2021	315869	YEO & YEO	AUDIT AND CAFR PREPARATION	500.00
01/22/2021	315870	MENARDS	ROOF SUPPLIES-RAMONA & S WESTNEDGE PK	10,935.58
01/26/2021	315871	MILONAS, GEORGE	LAND CONTRACT 2005 W MILHAM	854.00
01/29/2021	315872	AT&T	ELECTRONIC COMMUNICATIONS	526.48
01/29/2021	315873	BAKER, STACEY	REIMB CERTIFIED FMLA SPECIALIST	995.00
01/29/2021	315874	CENTER FOR PUBLIC SAFETY EXCELLENCE	FIRE TRAINING	1,868.00
01/29/2021	315875	CITY OF PORTAGE	2020 WINTER TAX 610 W MELODY	1,705.72
01/29/2021	315876	GREATER KALAMAZOO FOP LODGE 98	FOP PORTION OF PPOA DUES FOR JANUARY 202	2,938.22
01/29/2021	315877	ICE CREATIONS	ICE CARVING DEMO	605.00
01/29/2021	315878	J AND B DICK ORCHARDS	SNAP REIMBURSEMENT	150.00
01/29/2021	315879	KALAMAZOO COUNTY TREASURER	REIMBURSEMENT FOR SICK PAY	6,128.90
01/29/2021	315880	KAMMINGA & ROODVOETS, INC.	AIRPORT-NE WATER TRANSMISSION IMPROVE	71,125.75
01/29/2021	315881	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER CONTRACT COMMUNICATION SVC	364.00
01/29/2021	315882	MCDA	MCDA MEMBERSHIP	200.00
01/29/2021	315883	POGGIONE, MARGARET OR JOSEPH	2020 DECEMBER BOARD OF REVIEW REFUND	1,199.56
01/29/2021	315884	RENEWED EARTH, INC.	LEAF AND BRUSH REMOVAL	9,083.33
01/29/2021	315885	WILD, JED	FIRE CONSULTANT	1,120.00
Total Paper Checks				485,118.80

Check Type: Auto-pay Payments

01/15/2021	CONSUMERS ENERGY	GAS-ELECTRIC	6,069.81
01/19/2021	CONSUMERS ENERGY	GAS-ELECTRIC	504.04
01/21/2021	CONSUMERS ENERGY	GAS-ELECTRIC	6,547.69
01/25/2021	CONSUMERS ENERGY	GAS-ELECTRIC	28,694.18
Total Auto-pay Payments			41,815.72

Check Type: Electronic Payments

01/04/2021	PNC	DEBT SERVICE INTEREST & PRINCIPAL	289,906.00
01/14/2021	HUNTINGTON NATIONAL BANK	INVESTMENTS	999,437.50
01/22/2021	MULTIPLE	WEEKLY TAX DISBURSEMENT 1/15/21	271,761.53

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Check Date	Check	Vendor Name	Description	Amount
01/28/2021		COMERICA	INVESTMENTS	250,000.00
01/28/2021		ICMA	CITY MGR, DEPT HEAD, NON-UNION PENSION PMTS	16,934.02
01/28/2021		FIRST AMERICAN TITLE	PROPERTY ACQUISITION - ELIASON RESERVE	133,352.63
01/29/2021		HUNTINGTON NATIONAL BANK	DEBT SERVICE FEES	500.00
01/29/2021		US BANK	DEBT SERVICE FEES	400.00
01/29/2021		PCC	PCC FUNDING	31,225.95
01/29/2021		ICMA	PENSION WITHHOLDINGS	40,100.28
01/29/2021		MULTIPLE	WEEKLY TAX DISBURSEMENT 1/22/21	448,537.28
01/29/2021		SBF	WATER/SEWER BILL POSTAGE	1,737.17
			Total Electronic Payments	2,483,892.36
			Grand Total	3,632,647.09

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Microsoft Licensing Renewal

SUPPORTING PERSONNEL: Devin Mackinder, Director of Technology Services

ACTION RECOMMENDED: Approve a one-year renewal of the Microsoft Open Value Subscription Agreement with CDW-G, in the amount of \$77,417.08 and authorize the City Manager to execute all documents related to this action on behalf of the city.

The city technology infrastructure includes the Microsoft Windows server operating system, Microsoft Office software applications and Microsoft Exchange for email. Microsoft user licenses are required to enable continued use of the Microsoft products.

The current three-year Microsoft Open Value Subscription Agreement, approved by Council in February 2018, is set to expire. Procurement of a one-year renewal license through CDW-G, which is the Microsoft preferred reseller to the City of Portage, is recommended. A heavily-discounted one-year renewal cost of \$77,417.08 is possible because CDW-G participates in the Michigan Master Computing MiDeal cooperative purchasing program. For comparative purposes, a second quote from public sector technology supplier Insight for the same licenses and services came in at \$93,645.76, nearly 21% higher than the renewal cost with CDW-G.

Several benefits were extended to the city through this program, such as one fully bundled licensing service agreement for all Microsoft products used by the city, license upgrades at no additional cost and customer service software assurance.

It is recommended that City Council approve a one-year renewal extension of the Microsoft Open Value Subscription Agreement with CDW-G in the annual amount of \$77,417.08 and authorize the City Manager to execute all documents related to this action on behalf of the city.

FUNDING: Sufficient funding is provided in the Technology Services operating budget.

Attachments: None

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Local 2290-4 (UAW) Contract

SUPPORTING PERSONNEL: Michael Carroll, Deputy City Manager
Shannon Hertz, Director of Human Resources

ACTION RECOMMENDED: Approve the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Local 2290-4 Collective Bargaining Agreement for the period of February 10, 2021 to June 30, 2024 and authorize the Mayor and City Clerk to sign the same.

The most recent UAW contract would have expired at the end of June 2021. The city and the UAW agreed that it would be in the mutual interest for both parties to open the contract early to address various mutual concerns. Those meetings recently concluded with an agreed 3-year contract. On February 4, 2021, the UAW union met and ratified the Agreement. A summary of key points follows:

- Added Compensatory Time to the contract to allow employees to schedule time-off for future use rather than having to flex time-off within the same pay period. This should allow for better management of staff time off.
- Added Martin Luther King Jr. Day to the holiday schedule.
- Added a new vacation accrual level at 20 years of service of 172 hours. All other vacation accruals remained the same.
- Shift premiums were re-defined to only pay a shift premium on shifts that vary more than four hours from the normal shift time and only paid on hours worked.
- The Money Purchase Plan for employees hired after July 1, 2012 was increased to 12% if the employee is contributing at least 2% to the 457 plan. This was done to help reduce the disparity between employees hired prior to July 1, 2012 receiving 18% into the Money Purchase Plan. This will also be a useful recruiting tool.
- The pay scale for the UAW was redesigned to be a fixed scale that does not increase every year. Previously, employees would move up a pay grade each year and receive a contractual percentage increase. This resulted in employees receiving a substantial increase in pay. Moving forward, employees will only receive an annual step increase which has been standardized to be 4% per step. Once the maximum step is reached, employees would only receive a bonus thereafter, not a salary increase. This redesign also eliminated the process of upgrading

employees to higher classifications (e.g. upgrading a Laborer to an Operator II pay grade when plowing roads). The new job descriptions include basic tasks that employees formerly were upgraded for at their existing pay range. This eliminates an administratively burdensome process for our DPW management team and payroll staff.

It is recommended that City Council approve the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), Local 2290-4 Collective Bargaining Agreement for the period of February 10, 2021 to June 30, 2024 and authorize the Mayor and City Clerk to sign the same.

FUNDING: Funding is available in the FY 20/21 budget.

Attachments: 1. UAW Contract 2021-2024

LABOR AGREEMENT
between
THE CITY OF PORTAGE
and
UAW LOCAL 2290, Unit 4

From
February 10, 2021
to
June 30, 2024

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AGREEMENT

THIS AGREEMENT, entered into as of the 10th of February 2021, by and between the CITY OF PORTAGE, hereinafter referred to as the employer, and LOCAL 2290-4, affiliated with the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, hereinafter referred to as the union:

WITNESSETH:

The general purpose of the Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the employer, its employees and the union. Recognizing that the interest of the community and the job security of the employees depend upon the city's ability to continue to provide proper services to the community, the employer and the union, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement

ARTICLE I- RECOGNITION

Section 1 - Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the employer recognizes the union as the sole and exclusive collective bargaining agency for all of its full-time truck drivers, equipment operators, mechanics, laborers, and maintenance employees in the Parks, Streets and Equipment divisions of the Department of Public Services in the City of Portage, Michigan, excluding guards, professional employees, technical employees, clerical employees, customer service and part-time, temporary and seasonal employees, co-op students and all other employees and supervisors.

Section 2 - The union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and the employees are vested solely and exclusively in the employer.

Section 3 - The employer and the union agree that, for the duration of this agreement, neither shall discriminate against any employee or applicant for employment because of his/her race, color, creed, age, sex, marital status, religion, nationality, political belief, height, weight or protected disability, nor shall the employer or its agents nor the union, its agents or members discriminate against any employee or applicant for employment because of his/her membership or non-membership in the union.

Section 4 - The union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in union activity during working hours. There shall be no union meetings held on city property unless authorized in writing by the employer.

Section 5 - Representatives of the International union who wish to discuss matters with an on-duty employee will be permitted to do so after notifying the department head or someone by

him/her designated who shall make the necessary arrangements, provided said International Representative complies with the uniformly required safety and health standards applicable to all visitors.

(a) The union shall have the right to elect or designate three (3) stewards and one (1) alternate steward, one of whom shall be designated Chief Steward, all of whom shall have completed their probationary period.

(b) The union shall inform the employer in writing as to who has been appointed or elected stewards and alternate stewards for the bargaining unit.

(c) The union shall be represented by a bargaining committee composed of the three (3) stewards. Up to three (3) members of the bargaining committee shall suffer no loss of pay from their regularly scheduled work, up to 8 hours of straight time pay, for time necessarily spent on negotiations between the parties. Such time necessarily spent shall not include preparation time in advance of the beginning of the scheduled negotiations or preparation time after negotiations have adjourned.

(d) The union shall have the right to elect three (3) employees to serve as representatives to the Safety Committee.

(e) A Labor – Management meeting between management and the union bargaining committee will be held on a quarterly basis. The Human Resource Department will schedule the meeting quarterly, at least one month advance of the meeting date. The meeting may be rescheduled by management based on workload or other factors or not held with mutual agreement. The UAW District representative may attend at his/her discretion and if available.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1 - A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this agreement.

Section 2 - Procedure

Step One. An employee and a member of the local union bargaining committee shall first discuss the grievance with the immediate supervisor within three (3) working days of the event giving rise to the grievance. Following such discussion, a brief memorandum shall be written and signed by both parties, provided said grievance has been resolved.

Step Two. If the grievance is not resolved at the discussion level, and the employee believes that a grievance still exists, the issue shall be reduced to a written grievance and presented to the aforementioned immediate supervisor within five (5) working days of the event giving rise to the grievance. A meeting shall be arranged within five (5) working days, and the immediate supervisor, Department Head, and Human Resources Director shall meet with the employee and the local union representative on the

grievance. A response shall be given in writing within five (5) working days of the meeting.

Step Three. If the answer to a grievance pursuant to the meeting in step two is unsatisfactory, the union shall notify the employer in writing within five (5) working days of the receipt of such answer, or within five (5) days of when the response was due. The union shall request a meeting with representatives of the City of Portage, the union bargaining committee and the International Union. Such meeting will be held at a mutually agreed time within fifteen (15) working days. The local union shall be given a written response to the grievance within ten (10) working days of the meeting and a copy shall be mailed to the UAW regional office.

Step Four. If the answer to a grievance pursuant to the meeting in step three is unsatisfactory, the union shall notify the employer and the Federal Mediation and Conciliation Service (FMCS) in writing within thirty (30) working days of the receipt of such answer, or within thirty (30) working days of when the response was due, that it desires to take the grievance to arbitration. A panel of seven arbitrators, located within a 200 mile radius of the city will be requested.

Section 3- The voluntary labor arbitration rules of the FMCS shall apply to the proceedings except as otherwise provided herein.

The arbitrator shall render an award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearing is concluded, or if oral hearing is waived, then from the date of transmitting the final statements and proofs to the arbitrator. The award of the arbitrator shall be accepted as final and binding on the union, its members, the employee or employees involved and the employer. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority as described below.

The fees and expenses of the arbitrator shall be the sole responsibility of the party that the Arbitrator rules against. If the arbitrator issues a split award, he/she will determine the share of the fees and expenses to be paid by each party. The employer shall bear the expense and wages of its representatives and witnesses to the arbitration; the union shall bear the expenses of its representatives and witnesses to the arbitration except employees during regularly scheduled working hours. Employees shall not be paid for any time spent investigating grievances or attending grievance meetings outside their regularly scheduled working hours.

The arbitrator shall have no authority to add to, subtract from, disregard or modify any of the terms of this Agreement. No more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 4 - Failure to appeal a decision within specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limit shall automatically advance the grievance to the next step of the grievance procedure, except to arbitration. Any grievance not advanced to the next step by the union within the time limits shall be deemed withdrawn without prejudice or precedent. The time limits specified in this procedure may be extended by mutual agreement between the employer and the union.

A grievance may be withdrawn at any time by the union.

ARTICLE III - DISCHARGE CASES

Section 1 - The employer agrees that employees shall not be discharged without cause from and after the date of this Agreement, but that in all instances in which the employer may conclude that an employee's conduct may justify discharge, such employee shall first be suspended. In all cases of suspension the employer shall allow the suspended employee an opportunity to discuss the suspension with a steward before being required to leave the property of the employer. Such initial suspension shall be for not more than three (3) regularly scheduled working days. In the event the suspension is converted into a discharge, such discharge shall not be made until the end of said three (3) day period. During the period of the initial suspension, if the employee believes that the suspension was unjust, the employee may request a hearing in a meeting with the Union's Grievance Committee, the immediate supervisor and the department head. After such hearing, or if no such hearing is requested the department head shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should have been given. In the event the employee believes that the discipline was unjust, it shall be a proper subject for the grievance procedure, provided a written grievance with respect thereto is presented to the Director of Human Resources pursuant to Step Two of the grievance procedure within two (2) working days after the department head makes a decision as set forth above.

(a) The employer agrees to promptly notify the union steward of such suspension or discharge.

(b) It is understood and agreed that when a suspended or discharged employee files a grievance with respect to the suspension or discharge the act of filing such grievance shall constitute an authorization to the employer to reveal to the participants in the grievance procedure upon written request any and all pertinent information used by the employer to justify the discharge or suspension and such filing shall further constitute a release of the employer, by the discharged or suspended employee, from any and all claimed liability by reason of such disclosure.

Section 2 - In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge, less such straight time compensation as the employee may have earned at other employment during such period.

ARTICLE IV - STRIKES AND LOCKOUTS

Section 1 - The union agrees that during the life of this Agreement, neither the union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the employer. The employer agrees that during the same period there will be no lockouts.

Section 2 - Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the employer may be disciplined or discharged in the sole discretion of the employer. The question of fact of whether an employee has engaged in such prescribed activity shall be deemed a proper subject for the grievance procedure.

ARTICLE V - SENIORITY

Section 1 - Seniority shall be defined as an employee's length of continuous, full-time employment with the city since the employee's last date of hire as a regular, full-time employee. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular full-time employee at the instruction of the employer since which the employee has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

Section 2 - All new regular full-time employees shall be probationary employees until they have been employed for six (6) months with the employer. The purpose of the probationary period is to provide an opportunity for the employer to determine whether the employee has the ability and other attributes required to qualify for regular employee status. During the probationary period, the employees shall have no seniority status and may be terminated in the sole discretion of the employer at any time during the probationary period. If terminated during probation the union may grieve the discharge through the third step of the grievance procedure. The probationary period can be extended upon mutual agreement of the employer and the union. Upon the successful conclusion of the probationary period, the employee's name shall be added to the seniority list as of the last date of hire.

(a) A regular full-time employee shall be defined as one who is normally scheduled to work at least forty (40) hours per week.

(b) A regular part-time employee shall be defined as one who is normally scheduled to work thirty-two (32) or fewer hours per week. Part-time employees shall be allowed to participate in vacations, holidays, insurance and the pension program on a pro-rata basis to the number of hours they are normally scheduled to work.

(c) A temporary employee shall be defined as one who is hired for a specific job or for a period of time not to exceed sixty (60) days. Temporary employees shall not be covered by this Agreement.

(d) A co-op student is one who is on a program which allows him/her to attend school and work at the same time. Co-op students shall not be covered by this Agreement.

(e) A seasonal employee shall be defined as one who is hired for a period of time which shall not exceed 30 weeks unless deemed necessary by the city and after providing written notice to UAW Local 2290 – 4 union committee. Seasonal employees shall not be covered by this Agreement.

Section 3 - An employee's seniority shall terminate:

(a) If the employee quits, retires or is justifiably discharged.

(b) Following a layoff for lack of work or funds, if the employee fails or refuses to notify the city of his/her intention to return to work within five (5) regularly scheduled working days after a written notice of a recall is sent by certified mail to the last address on record with the employer or, having notified the city of an intent to return to work but fails to do so within ten (10) regularly scheduled working days after such notice is sent by the city.

(c) If the employee is absent for two (2) consecutive regularly scheduled working days without notifying the Public Works Director prior to or within such two (2) day period of a justifiable reason for such absence unless it was impossible for the employee to give such notice.

(d) When the employee has been laid off for lack of work or funds for a period of twelve (12) or more consecutive months.

(e) In the event an employee desires to work for another employer or be self-employed, said employee must first notify the Director of Human Resources and the Public Works Director in writing, stating where the work will be performed and the telephone number where the employee can be reached in the event it becomes necessary for the employee to report for work. If the job being performed conflicts in any way with the city of Portage or adversely affects the employee's attendance or capability to perform the assigned duties, the employee shall be notified by the department head to immediately terminate the employment with either the other employer or the City of Portage. If the employee desires to appeal the decision of the department head, the employee may do so by submitting the reason(s) in writing to the Director of Human Resources, who shall make a final determination. Self-employment referred to above is not applied to odd jobs but a real business that advertises, via business cards or other means and is available to be accessed by the general public.

Section 4 - For purposes of promotional opportunities and filling permanent vacancies in current classifications or openings in new classifications, the employer will maintain an up-to-date Seniority list, a copy of which will be posted on the appropriate bulletin board each six (6) months. The names of all employees who have completed their probationary periods shall be listed on these Seniority lists, which shall be posted in a conspicuous position at the place of employment. Employees who are hired on the same day shall have their name appear on the seniority list in alphabetical order by last name sequence. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

(a) When a permanent vacancy or opening occurs in any job classification, such vacancy shall be posted on the city's bulletin board for a period of three (3) regularly scheduled working days during which time all employees who have completed their probationary period and who desire to bid for such vacancy shall so indicate by signing the posting with their legal name.

(b) From among those employees who sign the job posting, the vacancy or opening shall be filled by the employee who has demonstrated the ability required to satisfactorily perform the job. From among these employees, the position will be awarded to the most senior bidding employee.

(c) An employee who is awarded a job through the bidding procedure and who subsequently demonstrates the inability to satisfactorily perform the job responsibilities or indicates a desire not to continue on such job, during the first six (6) months on the job, shall be returned to the previous job classification and shall not be entitled to bid on another job within six (6) months thereafter. In the event of such setback the job shall be reposted.

(d) If the steps outlined in subparagraphs (b) and (c) have been followed, and there are no bidding employees who, in the judgment of the employer, have the ability required to perform the job, the employer shall have the right to fill such job by hiring qualified employees from the outside, or by assigning non-seniority employees to fill the job. Employees so filling such job shall not be subject to being bumped by any other employee who was not in his/her job classification or a higher rated job classification at the time of such posting during the first six (6) months following such employee's date of hire. After this six (6) month period is completed, the employee filling the position may be bumped on the same basis as any other employee.

Section 5 - When it becomes necessary to reduce the size of the work force, temporary, seasonal, part-time and probationary employees shall be laid off first, providing there are employees with seniority who are available and have the then present ability to satisfactorily perform the work of the temporary, seasonal part-time or probationary employees without break-in or training. Thereafter the employees with the least seniority shall be the ones laid off, providing there are senior employees available to perform the required work who have the then present ability to satisfactorily perform the work of such junior employees without break-in or training. In the event there are no senior employees available to perform such work who have the then present ability to satisfactorily perform the same without break-in or training then the junior employees shall be retained and the next least junior employee shall be laid off.

(a) If it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the last employee or employees to enter such job classification shall be the ones removed therefrom. Employees thus removed from the job classification shall exercise their seniority in any lateral or lower rated classification, seniority permitting, which work such replacing employee has the then present ability to satisfactorily perform without break-in or training. Employees thus displaced from their job classification shall exercise the same right as set forth above.

Section 6 - When recalling employees to work following a layoff, the senior employee on layoff status who has the then present ability to satisfactorily perform the available work without break-in or training shall be the first recalled.

Section 7 - By mutual agreement of the employer and the union, an employee who is no longer able to satisfactorily perform the job duties of the current classification due to a medical condition may be assigned, in line with seniority and ability, to an open job the employee is capable of satisfactorily performing or may displace an employee with the least seniority in a job classification he/she is capable of satisfactorily performing at the applicable rate of pay, provided the person being so placed has more seniority than the employee being removed. The actions described above will not be initiated unless it is expected that the employee in question will not be able to return to the original job classification.

Section 8 - For the purpose of layoffs for lack of work or funds and recalls to work following such layoffs, the Chief Steward shall be considered as being at the top of the seniority list. The Chief Steward shall be the last employee to be laid off for lack of work or funds and the first recalled following such layoffs, provided always that they must have the present ability to satisfactorily perform the available work without training. It is understood the seniority referred to in this section is solely for the purpose of retaining a job with the city and under no conditions can it be exercised for job or shift preference under any of the terms and provisions of this Contract.

Section 9 - Employees hired pursuant to a specific government grant, fund or program shall be subject to unilateral job termination by the employer when the funds for the position expire or termination is otherwise required by the terms of the grant, fund or program. Such employees shall not be subject to the seniority provisions of this Agreement.

Section 10 - A UAW employee who is promoted to a position outside of the Bargaining Unit and returns to the bargaining unit within six (6) months will return with seniority. Seniority will continue to accrue during the first 120 days outside of the Bargaining Unit but will not continue to accrue during the balance of the six (6) month period. For example, an employee who after accepting a position outside the Bargaining Unit returns to the Bargaining Unit after 120 days will return with seniority equal to the seniority at the time of the promotion plus 120 days.

A return to the bargaining unit within six (6) months may occur either at the discretion of the city or by request of the employee who was promoted outside the bargaining unit. A request by the employee to return to the bargaining unit within the six (6) month period will be granted within thirty (30) days of the request or prior to the expiration of the six (6) month period, whichever occurs first.

Such employee will be returned to the bargaining unit during the six (6) month period in the event of performance or other issues that jeopardize the employment status of the employee except in cases of gross misconduct. Gross Misconduct is defined in the City of Portage Rules of Conduct effective March 6, 1997 covering the Public Works Department.

An employee may only be promoted/transferred under the above agreement for up to six (6) months in any twelve (12) consecutive month period.

Section 11 - The City agrees to use its best efforts, when scheduling employees in advance, to assign employees to job duties commensurate with their Job Level & Classification. It is understood, between the City and the Union, however, that Management Rights allows the City to deviate from this practice, when not practicable. Furthermore, the City and the Union agree it is in the employees' best interests to receive training in tasks typically assigned to those employees of higher levels and classifications. Therefore, it is also agreed that the City will attempt to provide training to all employees to further their job and skills advancements.

ARTICLE VI - LEAVES OF ABSENCE

Section 1 - The employer may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days without pay and without loss of seniority for an employee who has completed the probationary period, provided in the judgment of the employer, such employee can be spared from work.

Section 2 - An employee who, because of medical disability is unable to work shall be given a leave of absence consistent with the Family and Medical Leave Act provisions and Administrative Order 3.22 (dated September 1, 1995), for a period not to exceed one (1) year. Employees must provide physician certification for the leave and to support the continuation of a leave. To extend full employment status, with benefits, while on a medical leave of absence the employee must first utilize accumulated sick leave, vacation days, and holiday leave days. An employee who has exhausted the foregoing, and who, because of medical condition remains physically unable to report for work and wishes to extend his or her employment seniority, will upon request be granted an extension of the medical leave of absence without pay or benefits and without loss of seniority, provided the employer is promptly notified of the necessity therefore, and provided further, that the employer is supplied with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the employer.

Section 3 - A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of USERRA and/or other applicable laws then effective.

Section 4 - Requests for leaves of absence must be made in writing to the employer five (5) days prior to the start of the anticipated leave of absence, except where it is impossible to do so.

Section 5 - Pursuant to the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA), leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee receives the orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form

of pay therefor and what they would have received as regular pay from the city (40 hour week) had they worked during such period. The compensation thus paid by the city shall not exceed the difference in pay for a period of two (2) weeks in any one calendar year. If there is a conflict between the terms of this section and the terms of USERRA, the terms of USERRA will prevail.

Section 6 - For the purposes training, the union may request up to ten (10) days per contract year of Union Leave time. Union Leave time, paid by the UAW, will be requested in advance and approved at the discretion of the city.

ARTICLE VII - HOURS OF WORK

Section 1 - Hours of Work/Overtime. Normal work hours shall be (8) hours per day and (40) hours per week. These hours will be paid at a straight time hourly rate of pay. All hours worked beyond (8) hours in any given day, and/or any hours worked beyond (40) hours in any given week shall be paid at time and one half the straight time rate of pay. At the employee's discretion, employees will be able to bank up to 40 hours of Compensatory Time, at time and one half to be used at a later date, to be scheduled and approved in advance.

When an employee is called in to work earlier in the work day than the scheduled shift assigned, the employee will be provided the opportunity to work into and through their regular scheduled shift, but not more than a continuous 12 hours if the employee and/or management feel safe operations may be jeopardized.

Workday. The work day shall be defined as 0000 Hours to 2400 Hours.

Work Shifts. The employer may operate in any combination of three shifts. Depending on the shift, premium pay will be paid in addition to the employee's regular pay rate. The normal operations shift will be 7:30 a.m. (0730 Hours) to 4:00 p.m. (1600 Hours) and no shift premium will be paid. During the months of April to October, the normal operations shift will be 7:00 a.m. to 3:30 p.m. and no shift premium will be paid. The second shift will be 12:00 p.m. (1200 Hours) to 8:30 p.m. (2030 Hours), which will pay an hourly shift premium of fifty cents (\$.50) per hour. The third shift will be 3:30 a.m. (0330 Hours) to 12:00 p.m. (1200 Hours), and will pay an hourly shift premium of fifty cents (\$.50) per hour. Alteration of shift start and stop times will be announced at least 1 week in advance.

When an employee works overtime outside the normal assigned shift, including weekends, the employee will be paid the pay rate of the employee's normal shift assignment. When an employee is assigned to a twelve-hour mandatory shift the employee will receive the shift premium. The "normal operations shift" employees, who work overtime as an extension of their shift, do not qualify for the shift premium, even if they work twelve hours.

The employer, on occasion, due to the nature and needs of the work, will alter start and finish times of a shift. These altered work times are not to be defined as shifts unless these start/finish times are four (4) hours or greater from the normally assigned shift and these altered times are assigned more than five (5) continuous days.

Shift premium will be paid when a shift is altered 4 or more hours from the "normal operations shift," for example, when the shift goes from 7:30am-4:00pm to working 12:00pm-8:30pm during

“winter operations.” The shift premium will not apply during “winter operations” when the weather is favorable and the shift is altered by less than 4 hours, for example the shift being altered to 8:30am - 5:00pm instead of 7:30am – 4:00pm.

Shift differential will only be paid on hours worked, and not on payments for paid time off.

Section 2 - Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their eight (8) hour shift and of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their eight hour shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at this time, it being recognized that under certain conditions it will be impossible or impracticable for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed.

(a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work in prescribed uniform until the end of their shift except as above provided and except for the unpaid lunch period at or near the midpoint of their either (8) hour shift.

ARTICLE VIII - WAGES

Section 1 - The job classification, rate changes and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2 - If, during the life of this Agreement, a new job classification is created, the employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the union of its decision. If the union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent.

Section 3 - It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a full day's work for the employer.

Section 4 - Employees shall be hired at not less than the minimum of the rate range for the job classification to which they are assigned and thereafter, while occupying such classification, shall be advanced to the next incremental step in the applicable rate range not later than the anniversary dates of their employment. Such advancement to the next incremental step shall occur only after the employee has completed twelve (12) actual months of work.

Section 5 - Normal work hours shall be (8) hours per day and (40) hours per week. All hours worked beyond eight (8) hours per day and/or any hours worked beyond forty (40) hours per week will be paid at one and one half times the straight time rate of pay.

(a) When overtime work is scheduled, the employer will endeavor to give the

employees involved reasonable advance notice and will endeavor to distribute the opportunity to work the scheduled overtime as equitably as is practicable among employees in the same classification, and on the same shift within the crew where the overtime work occurs who have the then present ability to satisfactorily perform the required work which is to be performed and detailed knowledge of the specific tasks required in the performance of such work.

(b) During winter shift operations, on-shift seasonal employees may continue to work prior to calling in off-shift employees. Employees who have signed the overtime posting must report to work within one hour of being called. The number of employees called in for overtime will be determined by the city.

(c) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and shall be performed by

the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

(d) It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore employees who are required to work overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee who fails to work the required overtime shall be subject to disciplinary action unless he/she offers an excuse acceptable to the employer.

Section 6 - When an employee is awarded a job through the bidding procedure for which the maximum of the rate range is higher than the maximum of the rate range for the job from which the employee bid, such an employee upon being awarded such job shall be advanced to the nearest pay range step in the job classification which will result in an increase in pay of not less than 20 cents (\$.20) per hour. On the next anniversary date of employment the employee shall receive the incremental step increase which will advance him/her one step in the pay scale for the job that was thus awarded.

Section 7 - When an employee is awarded a job through the bidding procedure for which the maximum of the rate range is less than the maximum of the rate range of the job from which the employee bids, the employee shall be placed at the same incremental step of the former job. . When an employee is moved by the employer to a job for which the maximum of the rate range is less than the maximum of the rate range for the job classification from which the employee was removed, the employee shall be placed at the incremental step that will afford the employee the least loss in pay. In the event the hourly rate of pay of such employee at the time of bid or set back is less than the maximum of the rate range for the job to which the employee bid or was set back, the employee shall, on the next anniversary date of employment, receive the incremental step increase which will advance the employee one (1) step in the pay scale for the job into which the employee bid or was set back.

Section 8 - When an employee is temporarily transferred from one job to another, the employee shall continue to be paid the rate of pay to which the employee is entitled in the permanent job classification; except as set forth below:

(a) Employees who desire to have the opportunity to be temporarily transferred and thus gain experience on a job when a temporary vacancy occurs shall advise the department head in writing of such desire. When a temporary vacancy occurs due to an employee being on an approved vacation or leave of absence where the employer had at least five (5) regularly scheduled working days advance notice of such anticipated absence, from among those employees who had notified the department head above provided, the senior employee who has the skill and ability to perform the work required will be transferred to the temporary vacancy as of the beginning of the absence if the employee can be spared from the regular job classification. When the temporary vacancy occurs due to the absence of an employee because of illness or injury, within five (5) regularly scheduled working days after the employer is made aware that the absence will be of a prolonged nature, from among those employees who had notified the department head as above provided, the senior employee who has the skill and ability to perform the work required will be transferred to the temporary vacancy if the employee can be spared from

the regular job classification.

(b) If an employee is temporarily transferred for the employer's convenience, as provided in this Section, to a job classification for which the rate range is lower than the rate range of the employee's regular job classification, the current hourly rate of pay shall not be reduced. If such temporary transfer is for a period of less than three (3) working hours to a job classification for which the rate range is higher than the rate range for the regular job classification, the employee shall continue to receive the hourly rate of pay that would have received on the permanent job assignment. If the period of such temporary assignment exceeds three (3) working hours, the employee shall thereafter receive the rate of pay for all hours worked including the first three, the employee would have received had the job been awarded under the bidding procedure and shall continue to receive such rate of pay until the employee has completed the temporary assignment and the employee is returned to the regular job classification and rate of pay. In the event an employee is temporarily transferred to a higher rated job because of a desire to gain additional experience on that job or if the employer transfers the employee to a higher rated job and is working with and is being trained by the employee who is regularly assigned to that job, said employee shall continue to receive the hourly rate of pay for the regular job classification.

(c) UAW employees temporarily transferred to perform repairs/duties only performed by Mechanics will receive the Mechanic I rate of pay. Employees who have at least one State of Michigan Mechanic Certification will be given preference when such a transfer is made.

Section 9 - When an employee is called in to perform work at a time other than for which the employee had previously been scheduled, the employee shall receive not less than two (2) hours of straight time pay for the work so performed, which shall count towards the forty (40) hour requirement for overtime pay. This provision shall not apply to employees who are called in for periods of less than three (3) hours prior to the start of a shift but who continue to work a regular shift thereafter.

Section 10 - Effective February 1, 2018, for the life of this agreement the employer agrees to continue to provide BCN500 coverage at the following levels: Physician office calls - \$20 co-pay; Consulting Specialist office call - \$30 co-pay; UX/ER \$35/\$150; Deductible - \$500/\$1000; Rx - \$6/\$25/\$50/\$80/20%. The vision rider is Blue Vision 12/12/12. For coverage under the health insurance plan, the employer will pay a maximum amount up to the Public Employer Contributions to Medical Benefits Annual cost limitations as adjusted by the State of Michigan annually.

. The applicable caps will be adjusted February 1, 2022 based upon the medical care component of the US consumer price index for the most recent 12 month period available prior to October 1, 2021. and again on February 1, 2023 based upon the medical care component of the US consumer price index for the most recent 12 month period available prior to October 1, 2022 and again on February 1, 2024 based upon the medical care component of the US consumer price index for the most recent 12 month period available prior to October 1, 2023. Employees will pay their share of the premium through payroll deduction. To spread the percentage of premium paid by the employee in an equitable manner, the UAW has requested that the aggregate total for the unit be calculated (i.e., the sum of the # of enrollees in each type of contract, single, two-person and family,

as of November 1 of the preceding plan year, times the applicable cap for each type of contract minus 2% to 5% to address enrollment movement during the plan year) and distributed evenly on a percentage basis for single, two-person and family coverage. When the caps are adjusted, the city will recalculate the aggregate total for the unit and apply accordingly.

Bargaining unit employees who undergo an HMP preventive physical exam conducted by the employee's Primary Care Physician between July 1, 2020 and May 29, 2021 and between July 1, 2021 and May 29, 2022 and between July 1, 2022 and May 29, 2023 and between July 1, 2023 and May 29, 2024 are eligible to receive a \$100 HMP award payable the first full payroll in June 2021 and the first full payroll in June 2022 and the first full payroll in June 2023 and the first full payroll in June 2024. In order to receive the HMP Award, the employee must provide the completed Preventive Physical Form (available from the Department of Human Resources) certifying that the physical was given, to the Department of Human Resources by June 2, 2021 and June 2, 2022 and June 2, 2023 and June 2, 2024 respectively. This HMP award is intended for the current labor agreement only and not intended to establish a practice or expectation for HMP awards in future years.

Family continuation coverage will continue to be available to employees based on carrier conditions with the premiums to be paid by the employee through a payroll deduction. Should the current insurance plan offered no longer be available, the city will provide a plan with comparable benefits.

Any employee who can provide evidence of coverage and elects to opt out of the city insurance plan shall receive a monthly cash payment equal to 40% of the monthly premium paid by the city for insurance coverage (single, double or family, whichever is applied to the employee). Payment shall be made through the regular payroll system.

The employer agrees to pay the monthly premium for and provide to permanent full-time employees and their eligible dependents, subject to the terms and conditions of the carrier a group dental insurance program as follows: one hundred percent (100%) of treatment costs on Class I Benefits (preventive, diagnostic, and emergency palliative); seventy-five percent (75%) on Class II Benefits (including radiographs, oral surgery, endodontics, periodontics, relines and repairs, minor and major restorative services); fifty percent (50%) on Class III (prosthodontics) and Class IV (orthodontics) Benefits. The maximum benefit shall be One Thousand Dollars (\$1,000.00) per person total per contract year on Class I, Class II and Class III services. Payment for Class IV benefits shall not exceed a lifetime maximum of One Thousand Dollars (\$1,000.00) per eligible person.

Section 11 - The employer agrees to provide Thirty Thousand Dollars (\$30,000.00) group term life insurance for those employees who qualify at the normal group rate at no expense to the employee and to make available to the employee the option of purchasing an additional Thirty Thousand Dollars (\$30,000.00) at his/her own expense.

Section 12 - The employer and the union agree to convert the current defined benefit retirement plan to a defined contribution plan in accordance with the separate memorandum of understanding executed by the parties, included (without attachments) as Appendix B. The parties also agree, subject to the terms of Appendix B, to the following money purchase pension plan contribution schedule:

MONEY PURCHASE PENSION PLAN CONTRIBUTION SCHEDULE

Effective Date	Due 10-15	Due 1-15	Due 4-15	Due 7-15	Annual Total
7-1-2021	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$5200.00
7-1-2022	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$5200.00
7-1-2023	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$5200.00

For employees hired on or after December 1, 2011 the pension payment will be limited to ten percent (10%) of the annual base wage, paid on a quarterly basis. The Employer agrees to contribute an additional two (2%) percent to the ICMA/401a Plan as long as the member matches this with their own two (2%) percent contribution. Quarterly pension payments will be determined by taking the hourly rate in effect on the first day of the calendar quarter. The pension payment will be prorated upon termination of employment.

Section 13 - Employees who at the time have completed their probationary period shall receive eight (8) hours of pay at their regular straight time hourly rate of pay for each regularly scheduled working day (Monday through Friday, excluding any of the holidays specified in Section 1 of Article IX of this Agreement) necessarily lost from work, not exceeding three (3) days, due to a death in their immediate family. In the event the funeral or memorial service takes place in excess of 500 miles and the employee attends the funeral, a fourth day of funeral leave will be authorized, which time shall be deducted from the accumulated sick leave bank. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, step children, grandparents, grandparents-in-law, child, brother and sister, brother-in-law, and sister-in-law. The three (3) days above referred to shall end with the day of the funeral or memorial service and to be eligible for such pay the employee must attend the same.

Section 14 - Effective July 1, 1990 the employer shall provide a long-term disability policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of two-thirds (2/3) of the employee's base wage (calculated as of the time of the disability) excluding overtime and bonus compensation, to a maximum payable benefit of three thousand dollars (\$3,000.00) per month with such disability payments commencing not later than twenty-five (25) weeks after the date of such disability. Such policy shall be subject to all terms and conditions of the carrier and shall provide such benefit in accordance with the policy schedule until such time as the employee is capable of returning to unrestricted duty as verified by a medical doctor. It is further agreed that upon commencement of payments under the long-term disability policy no employee shall

utilize accumulated sick time. Long Term Disability coverage shall be for non-duty illness of injury only.

ARTICLE IX - HOLIDAYS

Section 1 - The following days shall be recognized as holidays upon which only necessary work will be performed: New Year's Day, Martin Luther King Jr.'s Birthday, the latter one-half of Good Friday, July 4th, Labor Day, Memorial Day, Thanksgiving Day, Christmas Day and the day after Thanksgiving Day. Employees shall likewise be entitled to one (1) holiday (8 hours in total), for either December 24th or December 31st as a recognized holiday subject to the following conditions: It is recognized that when December 24th and December 31st occur on a Monday through Friday, it will be necessary that bargaining unit work will be performed. Therefore approximately one-half of the bargaining unit employees shall be required to be at work on each of such days. Bargaining unit employees shall be required to notify their department heads as to which one (1) of the two (2) days they wish to select as the holiday on or before December 15th of each year. Consistent with the need for numbers and classifications of personnel to be present on such two (2) days, employees shall be permitted to take the holiday of their choice, unless so doing would result in inadequate personnel being present on each of such days. If this should occur, employees with the most seniority within their respective classifications shall have preference for the day of their choice. When a holiday occurs on a Saturday, the preceding Friday shall be celebrated as the holiday and when a holiday occurs on a Sunday, the following Monday shall be considered and celebrated as the holiday.

Bargaining Unit employees are eligible for three preference holidays that are to be requested and taken in the same manner as vacations. Employees become eligible for the three preference holidays on July 1 of each year and must use the preference holidays by June 30 of the following year. Preference holidays cannot be carried over from year to year.

New employees will be eligible for preference holidays as listed below:

<u>Hire Date</u>	<u>Preference Holiday Hours</u>
Hired from July 1 through October 31	24 hours
Hired from November through February 28	12 hours
Hired from March 1 through June 30	0 hours

Section 2 - Eligible employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each paid holiday and four (4) hours of pay at their regular straight time hourly rate for the one-half holiday. When an eligible employee is required to work on any day celebrated as one of the above holidays the employee shall be paid time and one-half (1 ½), the straight-time hourly rate for the hours so worked and shall receive the aforementioned holiday pay in addition thereto.

Section 3 - To be eligible for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours the department was scheduled to work on the last day the department worked before and the

next day following such holiday except, in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occur during a regularly scheduled vacation or (2) to the fact that the employee is absent on such day or days is of a nature which is compensable under this Contract.

Section 4 - The following procedure will be utilized with regard to Parks Maintenance work on the Saturday's preceding Memorial Day:

1. One month prior to the Memorial Day holiday, the city will post a request for the six positions required to work on the Saturday preceding Memorial Day. If no employees volunteer for these posted positions by the Saturday two weeks prior to the Saturday before Memorial Day, the appropriate employees will be notified they must work. In the event that only one position is filled by a qualified volunteer, the least senior employee will be required to work.
2. To the extent possible (i.e. subject to seniority, qualifications, and the number of volunteers), the city will endeavor to rotate employees so as to avoid requiring the same employees who were required to work the Saturday preceding Memorial Day from year to year. If Saturday overtime is cancelled pursuant to the following paragraph the employees who were required to work (but did not work due to the cancellation of the overtime) will be considered to have worked for the purpose of maintaining the rotation list.
3. Complete preparation of city cemeteries prior to Memorial Day is essential. Efforts will be made to schedule the work in such a manner so that Memorial Day preparations are completed in advance, eliminating the need for employees to work the Saturday preceding Memorial Day. However, in case weather or other circumstances preclude completion of preparations during the workweek, the above procedure will be utilized with regard to Parks Maintenance work on the Saturday's preceding Memorial Day.

Section 5 - Employees who terminate employment with the city for any reason will be paid for the Preference Holiday hours that have been awarded (as of July 1), but remain unused at the time of termination.

ARTICLE X - VACATION

Section 1 - Regular full-time employees who have completed six (6) or more months of continuous employment with the employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

- (a) When an employee completes six (6) months of continuous service with the employer since the last hiring date, the employee shall thereafter be entitled to one (1) week of paid vacation (forty (40) hours of pay), provided the employee continues working for the employer. The vacation time off may be taken at any time after completion of said six (6) months of continuous service and shall be arranged for in accordance with Section 2 of this Article.

(b) Following successful completion of six (6) months employment, such employee shall be credited bi-weekly with the fractional equivalent of eighty (80) hours per year.

(c) Employees who, as of the anniversary of their last hiring date, have completed six (6) years of continuous employment with the employer shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.

(d) Employees who, as of the anniversary of their last hiring date, have completed fifteen (15) years of continuous employment with the employer shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty (160) hours per year.

(e) Employees who as of the anniversary of their last hiring date, have completed twenty (20) years of continuous employment with the employer shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred seventy two (172) hours per year.

Section 2

(a) The employer shall determine the number of employees, if any, who can be excused for vacation purposes at any one time.

(b) Vacation time may be accumulated to a maximum of one and one-half (1 ½) times an employee's annual accrual of said vacation leave. Vacation accruals will be provided on each pay date. Employees must monitor the amount of accrued vacation in order to avoid reaching the maximum accumulation. Once the vacation maximum is reached additional vacation accruals will not occur until vacation is taken by the employee and the vacation accrual balance is less than the maximum. Requests for additional accumulation for a specific time or purpose may be approved, in the sole discretion of the employer. No vacation pay will be paid in lieu of vacation except in cases of extraordinary circumstances.

(c) Vacation time off shall not be for periods of less than four (4) hours unless mutually agreed to between the employee and the employer.

(d) Employees shall request vacations in advance of the vacation period. If two (2) or more employees request permission to take their vacation at the same time and both cannot be spared from work at the same time, preference shall be given to the employees in order of receipt. When vacation requests, as described above, are requested at the same time, the most senior employee will be considered first.

(e) Vacation requests will be responded to within 14 days from the date the supervisor receives the completed request. The supervisor will date and initial the request to indicate receipt. If the employee has not received a response by the fourteenth day, the employee may contact the Department Director and a response will be immediately provided, unless a delayed response is mutually agreed upon.

Section 3 - An employee who has successfully completed six (6) months of service, and subsequently terminates employment with the city for any reason, will be paid for any unused vacation time which has been earned up to the time of termination.

ARTICLE XI - PAID SICK LEAVE

Section 1 - Regular, full-time employees starting with their seventh month of continuous employment by the employer, shall accumulate paid sick leave credits on the basis of one (1) day per month, retroactive to their last hiring date. Employees hired prior to December 1, 2011 can accumulate up to a maximum accumulation of twelve hundred (1200) hours. Regular, full-time employees hired on or after December 1, 2011, can accumulate up to a maximum accumulation of one thousand (1000) hours.

Section 2 - In order to qualify for sick leave payments, the employee must notify the department head or designee not later than thirty (30) minutes prior to the normal starting time on the first day of absence unless the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as possible. In addition thereto, employees must notify the department head or designee one (1) hour prior to the close of the employer's business day the day before their intended date of return.

Section 3 - Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

- (a) When an employee's absence from work is due to a duty or non-duty incurred illness or injury, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages and/or drugs (this does not apply to time missed due to the treatment of substance abuse), or was not attributable to causes occurring while performing work for which he/she is paid by someone other than the city. Employees shall call the Absence Reporting Line to let management know about absence. Phone #: 269-324-9236
- (b) The Employer may require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying the necessity for such absence. The doctor statement must clearly delineate that the employee was unable to work during the period of absence. Prearranged doctor and dental appointments where written verification has been provided will not be considered as occasions, provided that twenty-four (24) hours notice is provided when possible to the city. Exceptions to the twenty-four hour notification requirement will be granted for urgent doctor or dental appointments where verification is provided.

All absences, with the exception of Family and Medical Leave Act leaves, Workers Compensation leaves, and the two absences counted as "non-occasions" above, shall count toward total lost hours for purposes of discipline. Progressive discipline, up to and including discharge that is issued to an employee for excessive absenteeism, shall be considered separate from other discipline.

- (c) When an employee's absence from work is necessitated due to an illness or injury arising out of or in the course of employment with the city and which is compensable under the Michigan Worker's Compensation Act, the employee shall be entitled to utilize accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which the employee is entitled under such Act and the amount of daily pay the employee would have received for the days on which such necessary absence occurred.
- (d) In the case of hospitalization, illness or injury of an employee's spouse, parent or child, sick time may be authorized if requested, limited to five (5) sick days in a twelve (12) consecutive month period.
- (e) The employer may, for good cause, require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from the medical doctor certifying to the necessity for such absence.

Section 4 - Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 5 - Employees who have been employed with the city for ten (10) consecutive years (based upon their seniority list date of hire) shall be paid for fifty percent (50%) of his/her unused accumulated sick bank (with 600 hours as the total maximum of such payoff for employees hired prior to December 1, 2011 and 500 hours as the total maximum of such payoff for employees hired on or after December 1, 2011) at the employee's current rate on the date of their leaving employment. In the event of death prior to retirement, the employee's beneficiary or estate shall be paid for one hundred percent (100%) of the employee unused accumulated sick bank (with 600 hours as the total maximum of such payoff for employees hired prior to December 1, 2011 and 500 hours as the total maximum of such payoff for employees hired on or after December 1, 2011) at the employee's current base rate at the time of death.

- (a) In the event of a layoff of over thirty (30) calendar days, an employee hired prior to December 1, 2011, may elect to receive a payoff of his/her accumulated sick leave on the basis of fifty percent (50%) of the accumulated time, regardless of the employee's years of service, as a bonus with six hundred (600) hours being the maximum of such payoff. Employees hired on or after December 1, 2011, may elect to be paid out, however, with five hundred (500) hours being the maximum of such payoff. In the event the employee is recalled from the layoff, his/her accumulated sick time will be re-credited with the fifty percent (50%) which was not paid off.

Section 6 - When an employee is absent from work for medical reasons for four or more days, or following surgery, and the absence is not associated to a line of duty incident, the city may require the employee, consistent with the federal Family and Medical Leave Act, to provide medical documentation of (1) the continuing need for the light duty assignment or leave; or (2) the ability of the employee to return to work or to return to the employee's regular work assignment. The employee will not be permitted to return to work or to return to their regular work assignment until the city has been provided with the requested medical documentation.

Section 7 - An employee who is prescribed medication must inquire of the prescribing doctor if the taking of the medication will affect the employee's ability to safely perform their job. If the prescribing doctor indicates that it will have such an effect, the employee must immediately report that fact to the appropriate supervisor.

ARTICLE XII - GENERAL

Section 1 - The employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

Section 2 - A Safety Committee shall be comprised of union representatives and employer representatives who will meet monthly for the purpose of discussing safety regulations and considering suggestions for improving safety conditions. If factors such as workload or weather warrant, a safety meeting may be rescheduled by management.

Section 3 - The employer will provide a bulletin board upon which the union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 4 - So long as an employee is classified as a supervisor by the employer he/she will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or as may be necessary when an employee is absent and other employees are not immediately available or in case of emergencies. "Other employees are not immediately available" shall be defined to mean that other qualified employees are not within the immediate area or available to perform the work without disrupting other necessary work. "Emergency" shall be defined as any situation or circumstance which may adversely affect the health, safety or well-being of the public or which, if not remedied, will result in the impairment or reduction of the employer's services to the public.

Section 5 - The employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis. Prior to sending out requests for bids that the city believes will result in a layoff or reduction in regularly scheduled hours of bargaining unit employees, the city will notify the union in writing of its intent to send out such requests and the reasons for seeking such bids. The city will provide the union with a copy of the request for proposal for potential bidders and meet with the union for discussion at that time. After receiving such bids, the city will give copies of the bids to the union and will meet with the union at reasonable times prior to accepting a bid to discuss the bids and alternatives to subcontracting.

Section 6 - If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the employer and the union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 7 - It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the employer which are contrary to or inconsistent with the terms and provisions herein contained. The Personnel Management Plan (City Ordinances), Personnel Rules and applicable Administrative Orders of the city shall be applicable to employees within the bargaining unit unless such plan, rules or orders have been specifically limited or abrogated by the terms and conditions of this Agreement. However, any previous fringe benefit or working condition not incorporated herein by reference is hereby negated.

Section 8 - Full time employees of the bargaining unit will be required to wear the prescribed uniforms as deemed appropriate by the employer.

Section 9 - All employees will have a current Commercial Driver's License (CDL B) as a condition of employment. Effective January 1, 2021, all new employees will be required to obtain and maintain a CDL A with a Tanker endorsement within the first six (6) months of employment as a condition of employment. All current employees as of this date holding a CDL A will be required to maintain their existing CDL A license as a condition of employment. All employees with CDL's shall be subject to the rules and regulations governing testing for controlled substances. Those rules now in effect are included as Appendix C of this contract. Effective July 1, 2000, all employees required to have a CDL shall be required to successfully complete a physical to the DOT standard every 2 years or as required by the DOT or by the city physician. The costs of the physical shall be borne by the city. The city will pay for the renewal of the CDL.

Section 10 - The city will pay \$200.00 allowance annually and require all employees to wear steel toed safety shoes/boots, effective February 1, 2021. Employees will be required to submit an original receipt for the purchase of steel toed safety shoes/boots each year and will be reimbursed accordingly. Payments will be made twice annually on June 1 and December 1. No employee can receive a reimbursement for more than \$200.00 in any calendar year.

Section 11 - Effective in July 2019, the city shall provide a Retiree Health Savings Plan (RHS). The RHS account will be available for the payment of retiree health insurance premiums upon retirement from active employment with the city.

(a) Bargaining unit employees will be vested in the RHS plan upon completion of five (5) continuous years of full-time employment.

(b) Effective in July 1, 2016, the city will contribute 1% of the employee's regular base salary into the bargaining unit employee's RHS account. Effective July 1, 2017, the city will annually contribute 2% of the employee's regular base salary into the bargaining unit employee's RHS account. Effective July 1, 2019, the annual contribution will increase to 3% of the employee's regular base salary.

Section 12 - Effective July 1, 2018, the city will pay a \$10 dollar per month cell phone allowance to each regular, full time employee, for each full month of continued employment, payable on the second payroll of each month. Employees will provide and make their cell phone numbers available to the employer during the work day, while on standby, and for overtime opportunity notification. Employees will ensure their voicemail boxes are active. In July of each year, employees can elect to have the cell phone allowance paid into the Retiree Health Savings Plan (as defined in Article XIII Section 12). Payment into the RHS plan will be made quarterly on the 15th day of the month following the quarter. Because of the type of work performed, it is understood that employees may not always have their cell phone readily accessible. Employees shall respond to phone calls within 30 minutes of the initial call. While on the job, employees will not use their cell phones in any inappropriate manner.

Section 13 – The union and city agree on a non-precedent setting basis, that the resurfacing operations of the city Ice Rink are open to any city employee for completion as needed to maintain the surface ice. This will include opening the rink, during public skating hours, and for special events as may be scheduled.

Section 14 – Employees in the Equipment Mechanic II classification are required to have the following State of Michigan or ASE (Automotive Service Excellence) equivalent Mechanic Certifications:

Heavy Duty Truck

Brakes and Braking Systems
Electrical Systems

Automobile

Engine Tune-up / Performance
Front-End, Suspension & Steering
Brakes and Braking Systems
Electrical Systems

Employees who are hired into the Equipment Mechanic II classification subsequent to this agreement must meet the above requirements within three (3) months of the date of hire in order to continue employment with the city. A Mechanic II who fails to maintain the minimum State of Michigan Mechanic Certifications listed above will no longer be paid the Equipment Mechanic II classification rate, but will be paid at the Equipment Mechanic I classification level rate until he/she obtains the minimum certifications outlined above and the employee must regain the minimum certifications within three months in order to continue city employment, unless the employee successfully bids to another classification within the bargaining unit.

Employees in the Equipment Mechanic III classification are required to have as a minimum, the following State of Michigan Certifications:

Heavy Duty Truck Master Mechanic License
Automotive Master Mechanic License
CDL A with a tanker endorsement (within twelve months of employment)

Equipment Mechanic III employees who possess the following Automotive Service Excellent (ASE licenses will receive additional compensation as set forth below.

ASE Group A	\$0.25/hr	ASE Group T	\$0.25/hr
ASE Group G	\$0.50/hr	ASE Group E	\$1.00/hr
EVT Certification	\$0.50/hr	ASE Group L3	\$0.50/hr

A mechanic III who fails to maintain the minimum State of Michigan Mechanic Certifications listed above will no longer be paid the Equipment Mechanic III classification rate, but will be paid at the Equipment Mechanic II classification level rate until he/she obtains the minimum certifications outlined above.

In addition to the performance of Mechanic II duties, Mechanic III duties also include:

- The ability to modify, repair, or fabricate various vehicles' and equipment accessories.
- Performing routine and scheduled maintenance on the City's fuel system and treatment of incoming deliveries.
- Maintaining, diagnosing and repairing city owned standby generators including those that run on propane or natural gas, located at the Public Works' Department, the Water Treatment Plant and at various lift stations.
- Perform other duties contained within the scope of the additional licenses that are listed above, if such licenses are possessed.

The city will pay the annual certification fee and also for the individual test fee for mechanics to maintain their certifications, listed above and in Appendix A, following approval of a Training and Membership form initiated through the employees' immediate supervisor.

Section 15 - Tuition Reimbursement – The employer will reimburse at a rate of 70% per credit hour, for a grade of “C” or better or a pass, if a pass/fail class, up to a max of \$2,500.00 per year on a first come, first serve basis, limited to one class per semester per employee.

Section 16 – Employees in the bargaining unit will not smoke while in a City vehicle or use tobacco products in public view or while dealing with the public. Bargaining unit employees hired after February 10, 2021, will not be permitted to indulge in the use of any tobacco products or any other smoking materials while on duty.

Section 17 - If an emergency occurs when employees are working their regular shift, the emergency will be covered by holding over employees in accordance with the regular overtime assignment procedure rather than standby employees wherever possible.

ARTICLE XIII - AGENCY SHOP AND DUES

Section 1 - The employer recognizes and acknowledges that the union is the exclusive representative in collective bargaining with the employer of those classifications of employees covered by this Agreement and listed in the attached schedules. Membership in the union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

(a) 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, and this Agreement has been executed by the employer after it has satisfied itself that the union is the choice of a majority of the employees in the bargaining unit.

(b) For present regular employees, who have completed probation such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later, and for new employees, the payment shall start on the 31st day of employment, assuming the employee has chosen to join the union and the steps described in Section 2 have been followed.

Section 2 - During the period of time covered by this Agreement the employer agrees to deduct from the pay of any employee all dues and/or initiation fees of UAW Local 2290-4, provided, however, that the union presents to the employer authorizations, signed by such employees, allowing such deductions and payments to the UAW Local 2290-4. This may be done through the Steward of the union.

(a) Amount of initiation fee and dues will be certified to the employer by the Secretary-Treasurer of the union.

(b) Dues and initiation fees deducted as prescribed above will be transmitted to the union on a monthly basis.

Section 3 - The union agrees to indemnify and save the employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the employer's compliance with the provisions of the Article. Revocation of dues check-off authorization may be terminated by the employee giving thirty (30) days written notice to the Director of Human Resources and the union, or upon termination of employment.

Section 4 - Nothing contained in this Article shall be deemed as requiring an employee, as a condition of obtaining or continuing employment with the employer to (a) refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative; (b) become or remain a member of a labor organization or bargaining representative; (c) pay any dues, fees, assessments, or other charges or expenses of any kind or amount, or provide anything of value to a labor organization or bargaining representative; (d) pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any

portion of dues, fees, or assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

Section 5 - If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE XIV - STANDBY PAY

Section 1 - The city may, at its discretion, institute a standby pay program when, in the sole judgment of management, essential operation situations require immediate response to cover frequent but unpredictable emergency situations involving bargaining unit employees.

Section 2 - Payment shall be based upon one (1) hour standby pay at the employee's straight time hourly rate for each eight (8) hours of standby.

It is understood and agreed that standby pay will be paid for all hours that the employee is on standby, but not for time actually worked as a result of being called-in from standby. All work performed as a result of a call-in shall be paid at one and one-half (1 ½) an employee's regular rate.

The minimum call-in provisions set forth in Article VIII, Section 9, shall apply in all situations when an on-call employee is required to report to work, and shall be in lieu of the standby pay provision while an employee is actually working. For example, an employee who is on standby for four (4) hours and then is called in, shall receive one-half (1/2) hour standby pay plus minimum call-in pay pursuant to Article VIII, Section 9. An employee shall not receive standby pay for the time covered by the minimum call-in provisions.

Should the employer adjust to 24 hour operations with two 12 hour shifts, standby requirements will be suspended while in this 24 hour operating mode. Standby pay will not be paid to those employees assigned standby during this period of operation.

Section 3 - Employees on standby will make their cell phone numbers available to the employer so they can respond within thirty (30) minutes to the service needs of their department. It is understood that employees on standby will remain within the range of the cell phone, or, if temporarily out of range, provide the city with a phone number where they can be reached. If an employee fails to respond within one (1) hour, an employee could receive disciplinary action.

Section 4 - The city shall prepare a list of all classifications and qualified persons within those classifications where the standby coverage is needed. The city shall then determine the number of persons needed for the standby period, which will be determined by the city. Winter weekend standby periods may be cancelled due to favorable weather forecasts, but if cancelled, both Saturday and Sunday will be included in the cancellation. Cancellation will be made by 10:00 a.m. on Friday or as so as possible thereafter, but at least by noon.

Section 5 - Employees who desire to trade assigned weeks or days are responsible for notifying management in writing at least twenty-four (24) hours in advance of who will be covering his/her standby obligation.

Section 6 - Employees are required to report as quickly as possible when on standby, within one (1) hour from the time of being called. Failure to respond to a phone call within thirty (30) minutes, or failure to respond to a call to work as promptly as possible, shall result in a loss of standby pay for that day (three hours straight time). Failure to report or respond will result progressively in a written reprimand, a short-term suspension, and if warranted further, more severe disciplinary action up to and including discharge.

Employees who are called in from standby status and, as a result, work later than 1:00 a.m. shall be given the option of reporting for their next regularly scheduled shift, if that shift starts no later than 7:30 a.m. on the following day; or they may elect to remain off duty on excused unpaid time due to job fatigue. If the employee elects to work, he/she must work a minimum of one-half (1/2) of the assigned shift and report to work either at the beginning of the shift or at the lunch break.

Section 7 - The employer will determine its standby needs. Employees who have signed the standby needs posting will be placed on the standby list in order of seniority, prior to the assignment of employees who did not sign the posting. Standby assignments shall be rotated among those employees who have signed the list. If an employee who has signed the list declines to work standby time when assigned, it will be counted as if the employee had worked the assigned standby time. The employer shall exercise reasonable efforts to equitably distribute available standby hours among the employees who have signed up for standby. If there are not adequate volunteers, the employer may assign standby beginning with the least senior qualified employee provided that no employee will be required to be on standby more than two (2) weeks in a row without at least a two (2) week break. Assignment of employees to standby will be on a rotating basis. In the event an employee complains about unequal standby assignments, and the employer upholds the complaint, the employer will address the inequity by adjusting an employee's standby time upward in the future.

ARTICLE XV - DURATION

THIS AGREEMENT shall become effective as of the 10th day of February, 2021, and shall remain in full force and effect until 2400 hours on the 30th day of June 2024, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period. The union can approach the city to open the contract to adjust economics in the final year of this contract, based on health insurance premium rate increases.

THIS AGREEMENT was executed in Portage, Michigan this ____ day of _____, 2021.

UAW LOCAL 2290-4
INTERNATIONAL UNION,
UNITED AUTOMOBILE, AEROSPACE,
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA

CITY OF PORTAGE

Neville Mark
International Representative

Patricia Randall
Mayor

Bargaining Committee

Erica Eklov
City Clerk

Bargaining Committee

Bargaining Committee

Gerald Kariem, Director
Region 1-D

APPENDIX A
Job Classification and
Wage Rates
Effective February
10th, 2021

Position	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Laborer	\$ 15.45	\$ 15.81	\$ 16.15	\$ 16.52	\$ 16.82	\$ 17.15	\$ 17.50	\$ 17.85
Maintenance Tech I	\$ 18.75	\$ 19.50	\$ 20.28	\$ 21.09	\$ 21.93	\$ 22.81	\$ 23.72	\$ 24.67
Maintenance Tech II	\$ 19.25	\$ 20.02	\$ 20.82	\$ 21.65	\$ 22.52	\$ 23.42	\$ 24.36	\$ 25.33
Maintenance Tech III	\$ 19.75	\$ 20.54	\$ 21.36	\$ 22.22	\$ 23.10	\$ 24.03	\$ 24.99	\$ 25.99
Mechanic I	\$ 19.47	\$ 20.25	\$ 21.06	\$ 21.90	\$ 22.78	\$ 23.69	\$ 24.64	\$ 25.62
Mechanic II	\$ 20.30	\$ 21.11	\$ 21.96	\$ 22.83	\$ 23.75	\$ 24.70	\$ 25.69	\$ 26.71
Mechanic III	\$ 23.52	\$ 24.46	\$ 25.44	\$ 26.46	\$ 27.52	\$ 28.62	\$ 29.76	\$ 30.95

1. Employees' wages will be moved to the new scale above. This one-time adjustment to the new Bargaining Unit Job Classification and Wage Rates is effective February 10, 2021.
2. Any employee who has reached their top step for their job classification will receive a 2.5% bonus (based on that employee's base wage) on the first pay period in July 2022 and July 2023.
3. Employees shall be hired at not less than the minimum of their salary range applicable to the classification to which they are assigned and during the first seven (7) consecutive years of employment shall be advanced to the next incremental step in applicable salary range not later than the anniversary dates of their employment.
4. When an employee is promoted from one pay grade to another, he/she shall, as of the start of the next succeeding pay period, be placed at the lowest step for the pay grade to which he/she is promoted which will result in a salary increase unless otherwise specifically addressed in Article V. Thereafter, he/she shall move to the next succeeding step not later than twelve (12) months from the effective date of his/her promotion.
5. Based on skills, ability and experience, the city may start new hires in the Mechanic II and Mechanic III positions at any step in the pay scale as determined appropriate by management. The pay scale of employees in the Mechanic II or Mechanic III position can be adjusted in the same manner.

6. Equipment Mechanic II employees who obtain and hold the following State of Michigan Mechanic Certifications will qualify for a City of Portage “Master Mechanic II” hourly rate increase of \$.15 per hour.

Heavy Duty Truck

Brakes and Braking Systems
Electrical Systems
Suspension & Steering Systems
Drive Train

Automobile

Engine Tune-up / Performance
Front-End, Suspension & Steering
Brakes and Braking Systems
Electrical Systems
Heating and Air Conditioning
Engine Repair

To qualify for this bonus the employee must have the required certifications by July 1st of each year or have the required certifications as of the date of hire. Employees who meet the above requirements during the year will receive the “Master Mechanic II” hourly wage increase effective the following July 1st.

7. Employees who lead a building construction project will receive an additional fifty cents per hour when leading the project. Employees who are laying specialty stone, installing footings and frost walls or installing stamped or colored concrete will receive an additional fifty cents per hour. These type of assignments are not exclusively Bargaining Unit assignments.

APPENDIX B

AGREEMENT

This is an Agreement entered into this 8th day of February, 1990 between the City of Portage (hereinafter referred to as the "City") and certain Full-time employees in the UAW Local 2290-4 bargaining unit (hereinafter referred to as the "Employee"), and UAW Local 2290-4.

BACKGROUND

Certain Full-Time employees of the City have requested that they terminate their participation in the City's Defined Benefit Plan. The Employee wishes to participate in the Portage Firefighters Association Money Purchase Plan (the "Plan").

Therefore, it is agreed as follows:

1. The Employee agrees to withdraw from the City's Defined Benefit Pension Plan in which he/she was a participant, effective June 30, 1990.

2. The City shall cause the transfer of the present value of the Employee's vested accrued benefit to the Plan. The present value of his/her accrued vested benefit shall be as determined by Pension and Group Services, and as specified in the Employee's individual agreement and release.

3. For the year commencing July 1, 1990 and for subsequent years, the City agrees to contribute to the Plan a certain sum of money according to the contribution schedule established by negotiations between the City and the Employees' bargaining unit representative.

4. The City's only obligation is to contribute an agreed upon amount to the Plan each year the Employee is employed by the City. All other administrative and trustee obligations required by either Federal or State law shall be the obligation of the Plan or the Employee and not the City or UAW Local 2290-4. The City's contribution shall be prorated if the Employee is not employed by the City for all of the City's fiscal year.

5. The Employee hereby acknowledges that the obligation of the City to provide a defined benefit for him/her shall cease effective upon the transfer of funds representing the Employee's benefit from the City's Plan to the Money Purchase Plan. The Employee further acknowledges that the City's obligation to provide a retirement benefit to him/her shall be provided by any annual contribution which is required under collective bargaining agreements between the City and Employee's bargaining agent. The Employee further agrees to release, hold harmless, and indemnify the City, the City Council, its employees and agents, and UAW Local 2290-4 against any and all claims for any defined benefits or losses, damage, expense, or liability made by him/her, his/her heirs, successors or assigns. Such indemnification and release is given in consideration of the City agreeing to terminate the Employee's participation in the City's Defined Benefit Pension Plan and contributing to the Plan.

6. The Employee agrees to provide the City with a Participant Authorization and Release Agreement which releases the City, its employees, agents, consultants, UAW Local 2290-4, and the insurance company from any and all claims. By signing such Agreement, the Employee also agrees to be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date first set forth above. (Signatures on File)

APPENDIX C

THE CITY OF PORTAGE **CDL CONTROLLED SUBSTANCES AND ALCOHOL POLICY**

Under Federal Highway Administration (FHWA) regulations, the city is required, commencing January 1, 1996, to test employees who are subject to Commercial Driver's License (CDL) requirements in a safety-sensitive function for the presence of illegal drugs and alcohol. All employees required to have a CDL perform a safety-sensitive function.

EMPLOYEES SUBJECT TO TESTING

All employees subject to CDL requirements are covered by this Policy.

PROHIBITED CONDUCT

The following controlled substances and alcohol related conduct is prohibited:

- Refusing to submit to an alcohol or controlled substance test required by post-accident, random, reasonable suspicion, return to duty or follow-up testing requirements.
- Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the employee uses any controlled substance, except when instructed by a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a Commercial Motor Vehicle (CMV).
- Reporting for duty, remaining on duty or performing a safety-sensitive function, if the employee tests positive for controlled substances.
- Reporting for duty or remaining on duty to perform safety sensitive functions while having an alcohol concentration of 0.02 or greater.
- Being on duty or operating a CMV while the employee possesses alcohol. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
- Using alcohol while performing safety-sensitive functions.
- When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.

ANY VIOLATION OF THIS POLICY WILL RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING DISCHARGE.

DEFINITIONS

Alcohol Use means the consumption of any beverage, mixture or preparation, including any medication containing alcohol.

Commercial Motor Vehicle (CMV) is a motor vehicle that has a gross vehicle weight rating of 26,001 or more pounds; has gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; is designed to

transport 16 or more passengers, including the driver; or is of any size and is used in the transportation of hazardous materials, as defined by federal law, and which must be placed under DOT hazardous materials regulations.

Controlled Substances under this policy are limited to marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP).

Medical Review Officer (MRO) is a licensed physician responsible for receiving laboratory results generated by an employer's drug testing program. The MRO has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

Refusal to Submit is deemed if a covered employee fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; fails to provide adequate urine for controlled substances testing with a genuine inability to provide a specimen (as determined by the MRO) after he/she has received notice of the requirement for urine testing; or engages in conduct that clearly obstructs the testing process.

Positive Test levels set by the FHWA standards provide that an employee will test positive for alcohol if their blood alcohol concentration is 0.04 or above. An employee will test positive for use of controlled substances if their test discloses substances in the amounts set forth as follows:

Cutoff Concentrations for Drug Tests			
Initial test analyte	Initial test cutoff ¹	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites (THCA) ²	50 ng/mL ³	THCA	15 ng/mL.
Cocaine metabolite (Benzoylecgonine)	150 ng/mL ³	Benzoylecgonine	100 ng/mL.
Codeine/ Morphine	2000 ng/mL	Codeine Morphine	2000 ng/mL. 2000 ng/mL.
Hydrocodone/ Hydromorphone	300 ng/mL	Hydrocodone Hydromorphone	100 ng/mL. 100 ng/mL.
Oxycodone/ Oxymorphone	100 ng/mL	Oxycodone Oxymorphone	100 ng/mL. 100 ng/mL.
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL.
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL.
Amphetamine/ Methamphetamine	500 ng/mL	Amphetamine Methamphetamine	250 ng/mL. 250 ng/mL.
MDMA ⁴ /MDA ⁵	500 ng/mL	MDMA MDA	250 ng/mL. 250 ng/mL.

*If these levels are changed, this section will be changed to comply with and enforce whatever levels are set forth by federal law/regulations.

Safety-Sensitive Functions include any employee subject to the CDL requirements during any period in which he/she is actually performing, ready to perform or immediately available to perform any job duty.

Substance Abuse Professional (SAP) is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

TESTING REQUIREMENTS

In accordance with FHWA standards, CDL employees must submit to testing under the following circumstances: (1) Pre-Employment; (2) Random; (3) Reasonable Suspicion; (4) Post Accident; (5) Return to Duty; and (6) Follow Up Testing. These instances are more particularly described as follows:

Pre-Employment - An individual applying for, or an employee bidding into a **safety sensitive** position subject to the CDL regulations, must obtain negative results prior to appointment. The city will obtain and review information on prior FHWA mandated controlled substances testing from any employer for which a prospective covered employee performed safety-sensitive functions in the previous two years. Information concerning positive controlled substance tests and refusals to test must be obtained and reviewed before date of hire. Prospective employees are required, as a condition of employment, to provide the city with a release for such information.

Random - At unannounced times spread reasonably throughout the year, randomly selected city employees in covered positions will be selected for controlled substances and alcohol testing. Such selections will be designed to result in annual random testing of sufficient numbers of covered employees to meet the minimum annual random testing percentage rates set by the FHWA administrator.

The city will utilize the services of a neutral third party who will be responsible for devising a scientifically valid method for the random selection process.

Reasonable Suspicion - An employee who after observation by two properly trained supervisors or other management representatives, displays behavior or other indicators that leads the supervisor or management representative to reasonably believe that the employee is in violation of this policy will be sent for testing.

Post Accident - Covered employees must be tested for controlled substances and alcohol use after a fatal accident, an accident requiring medical treatment away from the scene where the covered employee is issued a citation, or if the vehicle(s) is removed from the scene by a tow truck and the covered employee is issued a citation.

Employees will make themselves available for testing for eight (8) hours after an accident. If they are not available, they are considered to have refused testing. The employee must refrain from using alcohol for the eight (8) hours following the accident or until tested, whichever is earlier.

Return to Duty - After a positive drug or alcohol test, an employee will not be allowed to return to a covered position until they undergo a return to duty test and obtain a negative result.

Follow Up Testing - Once a positive tested employee returns to a covered position, the covered employee is subject to unannounced follow-up testing, with the number and frequency to be set by the SAP with a minimum of six (6) follow-up tests during the initial twelve (12) month period. Additional follow up testing, if recommended by the SAP, shall be for a period of no more than sixty (60) months after the employee returns. If testing is scheduled beyond the initial 12 months, the parties agree that consultation with the SAP is appropriate to ascertain the reasons continued follow up testing is recommended. A second positive test, or refusal to test, will result in immediate discharge.

Prior to verifying a "positive" result, the MRO will make every reasonable effort to contact the employee (confidentially), and afford him/her the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the employee directly, the MRO will contact the Director of Human Resources, who will direct the employee to contact the MRO as soon as possible (within 24 hours).

TESTING PROCEDURES AND METHODOLOGY

Specimen collection, laboratory analysis, MRO Review, and related technical aspects of controlled substance and alcohol testing requirements are subject to Department of Transportation (DOT) procedures, as set forth in 49 C.F.R. Part 40. The DOT mandated procedures include safeguards to ensure the integrity of confirmation testing of specimens with initial positive test results, and in the case of controlled substance testing, collection of split specimens, testing by a federal government certified laboratory, and MRO review and verification of test results.

VIOLATION CONSEQUENCES

Any covered employee who tests positive for controlled substances or alcohol will automatically be removed from work and will be suspended without pay for two weeks. Behavioral/performance issues associated with and/or to the employee's use of drugs and or alcohol will be treated as a separate disciplinary matter (i.e. a separate and distinct disciplinary penalty may be imposed for related conduct; if a suspension, the suspensions will run consecutively). A positive controlled substance test, or alcohol at a level of 0.04 or greater, will result in the employee being referred to the SAP for evaluation and treatment, if the employee maintains his/her employment status. The Substance Abuse Professional can return an employee to work following the two week suspension dependent upon required evaluation and treatment. If the Substance Abuse Professional only returns the employee to a non-safety sensitive function, the city will attempt to return that employee to work within those restrictions.

Regardless of the discipline imposed, if the test is positive for drugs, and/or shows an alcohol concentration of 0.04 or greater, the employee will be evaluated by the SAP who shall determine what assistance, if any, the employee needs in resolving their problems associated with controlled substance/alcohol misuse. If the SAP recommends a treatment program (inpatient or outpatient; the cost, if not covered by insurance, will be the responsibility of the employee) the employee will

be discharged unless, within sixty (60) calendar days after their initial positive test, he/she fully complies with the terms of the treatment program, successfully completes the program, and thereafter is able to pass a return to duty test as set forth above. If, as a result of the particular treatment program, the employee is unable to return to work upon completion of his/her unpaid disciplinary suspension(s), the employee will, upon request, be granted a leave of absence and will be allowed to use vacation leave (subject to current vacation leave policy) for the remainder of the treatment program (not to exceed sixty (60) calendar days).

Refusal to comply with an order to submit to a drug or alcohol test will result in discharge from employment. If an employee refuses such an order, a union steward (or if one is not available, another bargaining unit member), will be present when the order is re-issued.

Employees required to take a controlled substances or alcohol test will be paid for all time lost from work necessary to complete the collection of the testing sample. If an employee, in order to complete the collection, is required to expend time beyond their scheduled working hours, the employee will be paid for such time. After collection of the sample (reasonable suspicion or post-accident), the employee will not be paid pending the receipt of test results. If test results are negative, the employee will be returned to work and will receive the appropriate back pay. If test results are positive, disciplinary action will be retroactive to the collection of sample.

Under no circumstances will the city be required to pay an employee's wages for time during which the employee is removed from the job for any violation or FHWA/CDL requirements.

An employee, who, without being selected for testing, voluntarily requests treatment for a controlled substance and/or alcohol abuse problem, will be granted a leave of absence for up to sixty (60) calendar days. The employee may use accrued sick leave, vacation leave, (subject to the current sick and/or vacation leave policy,) or unpaid leave, in that order. The employee will thereafter only be returned to work if, within sixty (60) calendar days after their leave commences, he/she successfully completes the approved treatment / rehabilitation program, and is able to pass an appropriate return to duty test. If the employee returns to duty, he/she will thereafter be subject to all follow up testing requirements.

With regard to medical drug use (prescribed and/or over-the-counter) prior to performing a covered function, an employee must inform their shift supervisor if they are using a prescribed and/or over-the-counter drug which may affect/impair their job performance.

Responsibility, Referral and Treatment

The Director of Human Resources is designated by the City of Portage to administer the CDL Controlled Substances and Alcohol Program. The city will utilize a neutral third party administrator who will act as the Medical Review Officer (MRO) and Substance Abuse Professional (SAP).

In addition to the treatment program recommended by the SAP, the city will provide covered employees who violate the controlled substance and alcohol prohibitions with information about additional resources available to the employee for evaluating and resolving problems associated with the use of controlled substances and the misuse of alcohol. Costs for any such services not

covered by the Employee Assistance Program (EAP) or medical benefits shall be the employee's responsibility.

Test Costs and Compensation

The city will pay for the following alcohol and/or initial controlled substance tests; random, reasonable suspicion, and post-accident testing.

Although the city will pay for the tests, employees will be responsible for taking the pre-employment or return to duty controlled substance and/or alcohol tests on their own time.

Optional tests of split samples will be on the employees own time and at the employees own expense.

Follow up testing, as prescribed by a SAP, will be paid for by the city. Time spent away from normal working hours to submit to follow up testing will be compensated.

Record Retention and Confidentiality

The city and its neutral third party administrator will maintain records of the controlled substances and alcohol policy in accordance with FHWA requirements.

Summary requirements will be the responsibility of the Deputy Director, Compensation and Benefits. Testing will be tracked by the neutral third party administrator chosen by the city.

Employee records pertaining to controlled substance and alcohol testing will be maintained in a secure location with controlled access. With the exception of city personnel who have a "need to know", such information will only be released with the written consent of the individual or as otherwise required or permitted by law, including FHWA regulations.

Education

The city will provide all covered employees with instruction and informational materials about this policy, the effects of controlled substances and alcohol, and the EAP resources. The city requires that each covered employee sign a statement verifying receipt, reading and understanding of this policy.

The city will conduct training to ensure that supervisors are knowledgeable about this policy, EAP resources, and physical, behavioral and performance indicators of probable use of controlled substances and alcohol use.

Regulation Compliance and Reservation of Rights

The policy will be interpreted and administered in light of the requirements of DOT and FHWA regulations on controlled substances and alcohol testing, including any amendments to those regulations, and is subject to change at any time, (with notice given to the union) if necessary to remain in accordance with FHWA regulations.

This policy does not constitute a contract or promise by the city to perform in any specific manner. Nothing in the policy limits the city's right to take disciplinary action, for conduct leading up to or during controlled substances and/or alcohol testing irrespective of the test results. To the extent that this policy is inconsistent with FHWA regulations, the regulations will control

Minutes of Boards & Commissions

PLANNING COMMISSION

October 1, 2020

The City of Portage Planning Commission meeting of October 1, 2020 was called to order by Chairman Corradini at 7:00 p.m. Pursuant to Michigan Governor Whitmer's Executive Order, this meeting was held in-person with a maximum capacity of 10 persons in Council Chambers, along with the continued option for Commissioners, staff and the public to participate remotely via a phone-in option. Five Commissioners, two citizens and two staff members were present in Portage City Hall Council Chambers at the start of the meeting.

IN ATTENDANCE

Christopher Forth, Interim Director of Community Development; Catherine Kaufman, City Attorney (remote); and Mary Beth Block, Public Information Officer.

ROLL CALL

Mr. Forth called the roll: Joshi (yes, in person); Fries (yes, in person); Corradini (yes, in person); Pezzoli (yes, in person); Baldwin (yes, in person); Myer (yes, phone in); Youngs (yes, phone in); and Freiman (yes, phone in).

APPROVAL OF MINUTES

Chairman Corradini referred the Commission to the September 17, 2020 meeting minutes contained in the agenda. Commissioner Joshi asked that the minutes be amended regarding her comments at the top of page two. Commissioner Joshi indicated it was not a complaint reading the City Manager. A motion was made by Commissioner Joshi, seconded by Commissioner Pezzoli, to approve the minutes as amended. Upon a roll call vote: Pezzoli (yes); Youngs (yes); Freiman (yes); Myer (yes); Baldwin (yes); Fries (yes); Joshi (yes); and Corradini (yes). The motion was approved 8-0.

PUBLIC HEARING

1. Preliminary Report: Rezoning Application #20/21-2, 4627 South Long Lake Drive. Mr. Forth summarized the staff report dated September 24, 2020 regarding a request from Alyssa Thompson that the approximate 0.64-acre parcel at 4627 S. Long Lake Drive be rezoned from B-1, local business to R-1B, single-family residential. The applicant has indicated the proposed zoning change is needed to facilitate the construction of a new single-family residential dwelling. Mr. Forth noted the rezoning request is consistent with the Comprehensive Plan and surrounding land uses/zoning pattern. Mr. Forth also noted the R-1A, one-family residential zoning district, which allows for slightly smaller lot size and front/side yard setbacks would also be consistent the Plan designation and surrounding land uses. Given the size and configuration of the lot, the R-1A district would permit more flexibility with building size/placement.

Mrs. Thompson (applicant) was present to speak on behalf of the rezoning request. The Commission had no additional questions for Mrs. Thompson. The public hearing was opened by Chairman Corradini. No one was present to speak in support or opposition. A motion was made by Commissioner Pezzoli, seconded by Commissioner Joshi, to close the public hearing. Upon a roll call vote: Pezzoli (yes); Youngs (yes); Freiman (yes); Myer (yes); Baldwin (yes); Fries (yes); Joshi (yes); and Corradini (yes). The motion was approved 8-0.

Since the proposed zoning classification is consistent with the Comprehensive Plan designation and surrounding land use/zoning pattern, a motion was made by Commissioner Joshi, seconded by Commissioner Pezzoli to waive the second meeting and recommend to City Council that Rezoning Application #20/21-2 be approved and 4627 South Long Lake Drive be rezoned from B-1, Local Business, to R-1A one family residential. The motion was unanimously approved 8-0.

SITE/FINAL PLANS

None.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

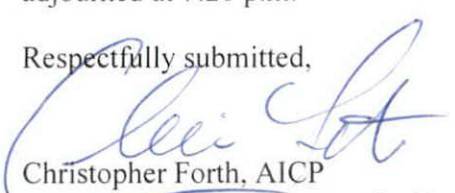
STATEMENT OF CITIZENS/COMMISSIONERS

Chairman Corradini asked the Commissioners if anyone needed to be excused from the October 1st or October 15th meetings. Commissioner asked to be excused from the October 15, 2020 meeting. Commissioner Joshi asked about recognition for Commissioner Schimmel for her many years of service. Commissioner Schimmel resigned from the Commission on September 18th. Mr. Forth indicated a proclamation will be prepared.

ADJOURNMENT:

There being no further business to come before the Commission, the regularly scheduled meeting was adjourned at 7:20 p.m.

Respectfully submitted,



Christopher Forth, AICP

Interim Director of Community Development

PLANNING COMMISSION

November 5, 2020

The City of Portage Planning Commission meeting of November 5, 2020 was called to order by Chairman Corradini at 7:00 p.m.

IN ATTENDANCE

Christopher Forth, Interim Director of Community Development; Catherine Kaufman, City Attorney; and Kyle Mucha, Zoning & Codes Administrator.

ROLL CALL

Mr. Forth called the roll: Joshi (yes, in person); Fries (yes, in person); Corradini (yes, in person); Pezzoli (excused); Baldwin (yes, in person); Myer (yes, in person); Youngs (yes, in person); and Freiman (yes, in person); Fowley (yes, in person).

APPROVAL OF MINUTES

A motion was made by Commissioner Baldwin, seconded by Commissioner Freiman, to approve the October 1, 2020 minutes. The motion was approved 8-0 by voice vote.

RESOLUTION

A resolution honoring former Planning Commissioner Betty Schimmel for her years of service to the City of Portage was read by Commissioner Joshi. Commissioners thanked Ms. Schimmel for her dedicated and valued service to the community and acknowledged her many contributions. A motion was made by Commissioner Baldwin, seconded by Commissioner Fries, to approve the resolution honoring Ms. Schimmel. Motion was approved 8-0.

NEW BUSINESS:

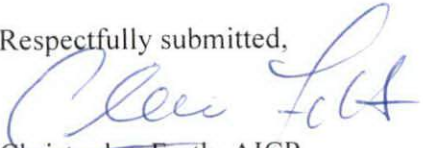
Planning Commission Workshop Session. Mr. Forth and City Attorney Kaufman conducted a training session that included an overview of the roles and responsibilities of the Planning Commission. Topics discussed included national zoning and planning history; state zoning and planning law; duties and responsibilities of a Planning Commissioner; overview of the City of Portage Comprehensive Plan and zoning regulations.

STATEMENT OF CITIZENS/COMMISSIONERS

None.

ADJOURNMENT:

There being no further business to come before the Commission, the regularly scheduled meeting was adjourned at 8:50 p.m.

Respectfully submitted,

Christopher Forth, AICP
Interim Director of Community Development

12/14/2020 YAC Meeting Notes

Start of Meeting

- Introductions & Question of the Day
- Meeting minutes approved
- Upcoming volunteering opportunity: Holiday Food Basket Distribution on 12/19/2020

YAC Hat Updates

- YAC hats sign up interest sheet to be sent out after the meeting

Updates from Liaisons

- Senior Citizens Advisory Board update by Genevieve, who talked about the activities that are going on for the seniors
- Human Services Board update by Fayyaz, who talked about the upcoming updates for the board

Climate Change Resolution

- A contract draft about climate change is to be looked over by the rest of the YAC members.

Snow Party

- The Snow Party is planned to take place on 2/6/2021 from 12pm-3pm
- Event ideas (with snow): Snowman Building and Cardboard Sledding
- Event ideas (no snow): Sled Building, Snowflake Cutting, and Ornament Designing
- Possible vendors to attend (Covid-permitting)
- Prizes for events: Ribbons and free concession coupons
- Safety measures: With current restrictions, < 25 participants, socially distanced, potentially the absence of vendors, reduction of events, or the possible relocation of the snow party online. The YAC is currently playing the Snow Party by ear
- If we are reaching out to vendors, Franz could reach out the owner of Water Street Coffee for a potential business to be present during the Snow Party

Green-A-Thon

- Still currently planning on the Green-A-Thon with a Farmers Market - will need to wait until longer in the future to make more definitive decisions.

City Council Meeting

- City Council Meeting scheduled for 1/26/2021
- The Chairperson (Genevieve), Vice Chairperson (Amiti), and the Secretary (Fayyaz) present the goals and objectives for the YAC in future

Upcoming Events:

- Holiday Food Distribution on 12/19/2020
- Snow Party on 2/6/2021 from 12pm - 3pm
- City Council Meeting on 1/26/2021
- Next YAC Meeting on 1/18/2021 at 4:30pm

CITY OF PORTAGE HUMAN SERVICES BOARD

Minutes of the Meeting – January 7, 2021

CALL TO ORDER: The City of Portage Human Services Board meeting of January 7, 2021 was called to order by Chairperson Spalvieri at 6:05 p.m. Pursuant to the “Remote Attendance Rules for Meetings”, this meeting was held remotely with board members and staff participating via video/telephone call-in.

MEMBERS PRESENT: Alice Mwanda, Fi Spalvieri, Effie Kokkinos, Brooke Kolodzieczyk, Barbara Sagara, Nadeem Mirza, Stephanie Upshaw, Fayyaz Razi (Youth Advisory Board Representative).

MEMBERS EXCUSED: Tim Henson, Cristy Cate

STAFF PRESENT: Tom McCoy, Neighborhood Program Specialist, Chris Forth, Deputy Director of Planning, Development and Neighborhood Services.

APPROVAL OF MINUTES: Upshaw moved and Kokkinos supported a motion to approve the December 10, 2020 minutes. Motion passed 7-0.

PRESENTATIONS FROM AGENCIES APPLYING FOR FY 21-22 HPS FUNDING:

Representatives from Gryphon Place (Megan Scott), United Way (Alyssa Stewart/Lee Adams), Lending Hands (Lucinda Stinson), Portage Community Center (Chris Buckley/Allison Thomas), Catholic Charities (Jennifer Dobbins/Toni Newell), YWCA (Sherry Brockway/Lisa Rodriguez/Meagen Dunn), Housing Resources, Inc. (Jacob Beach), Kalamazoo Literacy Council (Michael Evans), Twelve Baskets (William Steger) and Community Healing Centers (Jennifer Hutchins) provided background information about their respective agencies and described the assistance programs for which they have applied for funding in the upcoming fiscal year. Following each presentation, applicants answered any questions from Board members and provided clarification of data and information contained in their respective applications. Upon conclusion of all presentations, Chair Spalvieri expressed appreciation for the services provided to Portage residents by each agency and thanked all the representatives for their participation. A review of the evaluation and recommendation process going forward was discussed and staff agreed to forward evaluation criteria and scoresheets to the Board via email and to establish an additional Board meeting in February in order to allow Board members sufficient opportunities to discuss scoring and to develop a collective funding recommendation to forward to City Council. Mr. Forth suggested the Board also consider a meeting in late January.

NEW BUSINESS: Upshaw stated that no new update on Metro Transit activities was available at this time but that services were continuing consistent with the last update received and that the next Metro Transit public meeting is scheduled for January 20, 2021.

STATEMENTS OF CITIZENS: No statements received.

ADJOURNMENT: There being no further discussion to come before the Board, a motion was made by Kokkinos and supported by Kolodzieczyk to adjourn the meeting at 8:15 p.m. Motion was approved 7-0.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Tom McCoy" followed by a small "ms" monogram.

Tom McCoy, Neighborhood Program Specialist

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PLANNING COMMISSION

January 21, 2021

The City of Portage Planning Commission virtual meeting of January 21, 2021 was called to order by Chairman Corradini at 7:13 p.m.

IN REMOTE ATTENDANCE

Kelly Peterson, Director of Community Development; Christopher Forth, Deputy Director of Planning & Neighborhood Services; Catherine Kaufman, City Attorney; Kendra Gwin, Director of Transportation & Utilities and Kyle Mucha, Zoning & Codes Administrator.

ROLL CALL

Mr. Forth called the roll: Joshi (yes, virtual); Fries (yes, virtual); Corradini (yes, virtual); Pezzoli (yes, virtual); Baldwin (yes, virtual); Myer (yes, virtual); Youngs (excused); Freiman (yes, virtual); Fowley (yes, virtual).

NEW BUSINESS:

Planning Commission Workshop Session. City staff conducted a training session that included an overview of municipal utilities and the Capital Improvement Program. Director Gwin provided an overview of the City's utility infrastructure (sewer & water), miles of water and sewer mains, number of lift station and water wells, and maintenance responsibilities. Director Gwin also provided an overview of the city's efforts to protect the municipal water supply system. Deputy Director Forth provided an overview of the City's Capital Improvement Plan (CIP) and annual process undertaken by the City Administration and Planning Commission. Mr. Forth also summarized the CIP categories, funding sources and project prioritization.

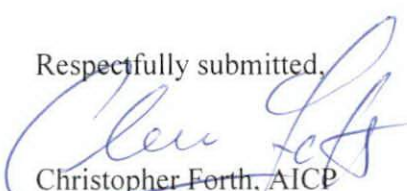
STATEMENT OF CITIZENS/COMMISSIONERS

None.

ADJOURNMENT:

There being no further business to come before the Commission, the regularly scheduled meeting was adjourned at 8:00 p.m.

Respectfully submitted,



Christopher Forth, AICP

Deputy Director, Planning, Development & Neighborhood Services

TO: Portage City Council

FROM: Patricia M. Randall, Mayor

SUBJECT: Kalamazoo County Environmental Health Advisory Council Representation

ACTION RECOMMENDED: Confirm the re-appointment of Councilmember Reid as the City of Portage representative to the Kalamazoo County Environmental Health Advisory Council.

The Kalamazoo County Environmental Health Advisory Council (EHAC) serves as an informed advocacy body for matters of policy that affect the lives of citizens who need environmental health services in Kalamazoo County. In addition, EHAC advises the County Board of Commissioners on environmental matters. It was created in 2016 and is one of several advisory boards and commissions that make recommendations to the County Board regarding specific interest areas. All Committee appointments are on a volunteer basis with no monetary reimbursement.

Appointments are made for three-year terms. The EHAC by-laws state that membership shall consist of no less than ten to fifteen voting members who are residents of Kalamazoo County and appointed by the Board of Commissioners. Preferred appointments include: one representative from Kalamazoo County Michigan State University Extension; one representative from the County Conservation District; one representative from a recognized environmental organization or Kalamazoo Environmental Council; two official representatives from townships within the County; two official representatives from cities within the County; no more than 2 members of the County Board of Commissioners, and six citizens preferably representing one or more of the following:

- Village representative from within the county
- Business Community
- County Drain Commissioner
- County Road Commission
- Established lake association member
- Citizen at large

Councilmember Reid has served as one of the official representatives from the City of Portage since 2018, having assumed the role from former Councilmember Richard Ford. It recommended that City Council confirm the re-appointment of Councilmember Reid as the City of Portage representative to the Kalamazoo County EHAC.

FUNDING: N/A

Attachments: None

TO: Honorable Mayor and City Council

FROM: Joseph La Margo, City Manager



SUBJECT: Proposed Resolution Declaring a Climate Crisis

SUPPORTING PERSONNEL: Adam Herringa, Deputy City Manager

ACTION RECOMMENDED: Adopt the Resolution declaring a Climate Crisis.

On January 26, 2021, City Council directed the City Administration to craft a proclamation regarding the climate crisis. This direction was given in response to requests by the Environmental Board and followed a presentation by city staff regarding efforts that have been undertaken in support of environmental sustainability. The City Administration believes the attached resolution accomplishes the directive provided by City Council and meets the request of the Environmental Board.

FUNDING: N/A

Attachments: 1. Climate Change Resolution

**RESOLUTION
CITY OF PORTAGE, MICHIGAN
RESOLUTION REGARDING CLIMATE CRISIS**

Minutes of a regular meeting of the City Council of the City of Portage, Michigan held virtually on February 9, 2021 at 7:00 p.m. local time at City Hall in the City of Portage, Kalamazoo County, Michigan.

PRESENT: _____

ABSENT: _____

The following resolution was offered by:

COUNCILMEMBER: _____ and supported by

COUNCILMEMBER: _____.

Whereas, in May 2009 the Portage Mayor and City Council were among a group of signatories to the Southwest Michigan Regional Sustainability Covenant, designed to provide an improved quality of life for future generations; and

Whereas, the City of Portage has a goal to develop and implement strategies to support a healthy and sustainable environment and local ecology; and

Whereas, the above goal is supported by a 2015 community-wide visioning exercise that emphasized a vision that the City of Portage will be recognized for sustainable planning based on ethical environmental standards and incentives; and

Whereas, with this proclamation, the City of Portage joins with other communities in Southwest Michigan, the U.S. and internationally who recognize the short and long-term consequences posed by the climate crisis; and

Whereas, the City of Portage and neighboring communities have already begun to see the migration of vector-borne diseases and the impacts of extreme weather events on the safety and security of its citizens, businesses and investments; and

Whereas, the City of Portage is home to lakes, bogs, creeks and other sensitive ecological habitats unique to our community which are threatened by climate change; and

Whereas, the City of Portage is known for being a community with a commitment to the creation and maintenance of parks, trails and green spaces and a record of a commitment to environmental stewardship; and

Whereas, by joining with other communities in Southwest Michigan who have recognized the climate crisis and pledged to take action on a local and regional level, the City of Portage joins these leaders in regional climate action mobilization efforts;

NOW BE IT THEREFORE RESOLVED that the Portage City Council hereby recognizes that the climate crisis threatens dramatic and adverse consequences for our community, Southwest Michigan, the State of Michigan and the natural world; and

BE IT FURTHER RESOLVED, the City of Portage commits to taking action and implementing policies, projects and procedures that promote environmental sustainability that will, along with regional and worldwide efforts, slow down and reverse the impacts of climate change; and

BE IT FURTHER RESOLVED, the City of Portage commits to educating Portage residents about the climate crisis and accepts a role of regional leadership, and as such will seek partnerships with other regional governments, businesses, community groups, educational and other anchor institutions to best utilize regional expertise and resources to meet shared goals; and

BE IT FURTHER RESOLVED, the City of Portage underscores the need for full community participation, inclusion, and support for the climate mobilization effort; and

BE IT FURTHER RESOLVED, the City of Portage calls on the State of Michigan, the United States of America, and all governments and peoples worldwide to initiate an aggressive global effort to reverse global warming, to end global greenhouse gas emissions as quickly as possible, and to immediately initiate an effort to safely draw down carbon from the atmosphere; and

BE IT FINALLY RESOLVED, the City of Portage pledges to inspire and encourage individual climate action efforts at the local, state, national, and global levels to provide maximum protection for all people and species of the world.

ADOPTED:

YEAS:

NAYS:

ABSENT:

All resolutions and parts of resolutions insofar as they conflict with the foregoing resolution are hereby rescinded.

Erica Eklov, City Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

I, the undersigned, the duly qualified and acting City Clerk of the City of Portage, Kalamazoo County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a special meeting of the City Council of said City, held on the 9th day of February, 2021 the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereto affixed my signature this ____ day of February 2021.

Erica Eklov, City Clerk

Approved as to form:

Date:

2/3/2021
Arthur Kaufman
City Attorney